



MEMORANDUM

FROM: Carrie A. Swain, Clerk DATE: May 23, 2017  
Board of Education

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Committee Meetings – Thursday, May 25, 2017,  
5:30 p.m., Waterbury Arts Magnet School, Media Center  
Notice of Regular Meeting – Thursday, June 1, 2017, 6:30 p.m.,  
Waterbury Arts Magnet School, Atrium

The Committees of the Board of Education will meet on Thursday, May 25, 2017, 5:30 p.m. Waterbury Arts Magnet School, **Media Center**, 16 South Elm Street, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

1. Committee on Finance/5 minutes ~ Request approval of the FY 2018 School Readiness Grant Application [BFC: n/a] – D. Schwartz, M. Klein.
2. Committee on Finance/10 minutes ~ Request approval of Lease Agreement with Police Activity League of Waterbury, Inc. for the property located at 58 Griggs Street (to be distributed) [BFC: n/a] – R. Brenker.
3. Committee on Finance/5 minutes ~ Request approval of a Construction Contract with Silktown Roofing, Incorporated for West Side Middle School Roof Replacement [BFC: n/a] – R. Brenker, S. Sullivan.
4. Committee on Curriculum/1 minute ~ Request permission be granted to Dino Pantoni, KHS, and 7 chaperones to take 80 students to Agawam, MA on June 3, 2017 (previously approved for 5/27/17) to visit Six Flags [BFC: G2/01].
5. Committee on School Facilities & Grounds/2 minutes ~ Use of school facilities by school organizations and/or City departments [BFC: n/a].
6. Committee on School Facilities & Grounds/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests [BFC: n/a].
7. Superintendent’s Notification to the Board/5 minutes: [BFC: n/a]
  - a. Retirements:  
Hill, Lina – Hopeville Grade 2, effective 06/30/17.
  - b. Resignations  
Swanson, Kimberly – Bunker Hill Art, effective 06/30/17.  
Wall, Kaitlyn – WMS School Counselor, effective 06/30/17.  
Medeiros, Victoria – Reed Music, effective 06/30/17.  
Morse, Nicole – WSMS Social Worker, effective 06/30/17.

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

8. Committee of the Whole/120 minutes ~ Lighthouse Training (no backup)  
[BFC: n/a] – Nick Caruso/CABE.

## ADJOURNMENT

ATTEST:   
Carrie A. Swain, Clerk  
Board of Education

**Executive Summary**

**DATE:** May 17, 2017

**TO:** Honorable Board of Alderman

**FROM:** Marie M. Klein, Interim School Readiness Liaison

**SUBJECT:** Approval of FY 2018 School Readiness Grant Application to the CT Office of Early Childhood

On behalf of The Waterbury School Readiness Council, I am hereby submitting the **FY 2018 Waterbury School Readiness Grant** application for presentation and approval by the Waterbury Board of Alderman as part of the June 19, 2017. This grant application is on the agenda for approval by **the Board of Education** as part of the June 1, 2017 regular meeting. The approval is for FY 2018. Waterbury has received this grant since 1997 funding our preschool spaces funded in our public school ECEP and community programs.

The total funding of this grant for the **School Readiness Program for FY 18, from July 1, 2017- June 30, 2018 is \$9,915,756**. This will fund **1,336 preschool spaces**. Programs recommended to receive funds are listed in the attached table. The Waterbury School Readiness Council voted to move forward and fund these 13 sub-grantees selected through a competitive open bid process. Information regarding the competitive bid process is set forth below.

The city provides an in-kind match by providing the space for the School Readiness Office, secretary, and supplies. This allows us to access additional administrative funds from the grant.

Included as part of the application, is a companion grant for **Quality Enhancement Funds for FY 18 in the amount of \$75,641**. The purpose of this grant is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. A QE Committee met to set priorities for this grant. This year's grant includes professional development activities, coaching of teachers in the Early Development and Learning standards, support for NAEYC accreditation and maintaining quality standards, and Math/Numeracy training support.

The following have been approved by the Waterbury School Readiness Council for funding:

Program	Grant Award –Fiscal Year 2018	Slots and Types
The Ark Child Development Center	660,376	74 Full Day
Catholic Charities	356,960	40 Full Day
Children’s Community School	464,048	52 Full Day
Children’s Village	151,708	17 Full Day
Children’s Center of GWHN	696,072	78 Full Day
Easter Seals Rehabilitation Center of Greater Waterbury East and West Campuses	1,731,256	194 Full Day
Naugatuck Valley CC- CDC	187,480	20 Full Day+2 Part Day
Muriel H. Moore CDC(NOI Inc.)	740,692	83 Full Day
Rainbow Academy Inc.	356,960	40 Full Day
St. Mary’s CDC	312,340	35 Full Day
TEAM SLOCUM Inc.	463,120	14 Full Day 122 Ext. Day
Waterbury BD of Education	1,902,000	144 Part Day 209 School Day
Greater Waterbury YMCA	1,891,888	212 Full Day

**Grant Amount Total:**

The sub-grantees will provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling in total not to exceed **\$9,915,756**

**Grant Process:**

Sub-grantees submitted proposals in accordance to the process specified by the City of Waterbury Procurement Ordinances’ through RFP # 5748 and the Connecticut Office of Early Childhood School Readiness Grant program Application for priority school districts. All applications were reviewed and rated. On May 9, 2017 the Waterbury School Readiness Council voted on recommendations for funding.

**Proposal:**

The School Readiness grant is intended to provide funds for preschool spaces in center-based programs including for-profit and not-for-profit private preschool programs, public preschool programs, Head Start programs and state-funded day care programs. School Readiness grant funds will be used to reimburse sub grantees dependent on the type of space the program provides for children enrolled in the following per seat/child manner:

SPACE TYPE	SERVICES	RATE
Full Day	10 hours day for 52 weeks	\$8,924
School Day	6 hours day-180 days minimum	\$6,000
Part Day	2.5 hours per day-180 days minimum	\$4,500

Extended Day (Wrap Around)	Extends the day	\$2,772
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These reimbursement rates are established by legislation and cannot be altered by the municipality. Therefore, decision making on award of funding is not dependent on lowest bidder but is determined by rating received on application and ability to meet quality education components of the grant.

### Vendor Evaluation:

In accordance with the City of Waterbury's Ordinance Policies and Procurement Procedures, QE vendors are not approved **prior** to the approval of the School Readiness Grant.

The Quality Enhancement budget submitted is reflective of the *proposed* Professional Development Activities and line item expenditures to be put in place once the School Readiness Grant is approved and/or endorsed by all local officials including City Corporation Council.

A QE RFP was publically issued which did identify eligible local vendors who expressed an interest in providing services to the School Readiness program.

The following vendors submitted complete QE RFP's by the set deadline:

- Peg Oliveira  
Executive Director of Gesell Institute of Child Development  
New Haven, CT
- Sue Vivian and ShawnMarie Dumond  
Early Childhood Consultants  
Bristol, CT  
Plantsville, CT
- Darlene Ragozzine  
Former Director of Charts-A-Course  
Early Childhood Consultant

Letters of Interest:

- Mary Stone  
Center for Excellence in Developmental Disabilities/UCONN Health
- Gayle van Dijk  
West Haven Child Development Center  
Education Consultant

### Scope of Services

The sub-grantees of the School Readiness Grant Program are all providers who agree to provide school readiness services to Waterbury preschool children. The providers agree to comply with their duties as set forth in school readiness statutes, regulations, rules and policies, including state, local and

council rules and the relevant laws relating to licensing and the state and local departments of public health and accreditation rules of the National Association for the Education of Young Children and federal rules including Head Start, if applicable.

All school readiness programs provided by the sub-grantee shall be nonsectarian, shall assure that children with disabilities are integrated into programs available to children who are not disabled and shall not discriminate against children on the basis of race, color, national origin, gender, religion or disability.

The sub-grantee further agrees to provide quality school readiness programming in accordance with the Connecticut Preschool Curriculum Framework, programs which comply with the program types set forth in the relevant statutes, state department guidance, local or council rule or policy, and teachers properly credentialed or certified as required by state and local law.

Appropriate records and evidence that the sub-grantee's program meets the School Readiness Program Component requirements in the areas of general information, plan for collaboration with other community programs and services, parent involvement, parenting education and outreach, referrals for health services, including referrals for appropriate immunizations and screenings, nutrition services, family literacy, admission policies, transition plan, professional development plan and experiences, sliding fee scale, efforts to seek out families who meet low income criteria, and evaluation of the program must be kept by said sub-grantee.

They agree to comply with all other state, local, education department or council rules with respect to billing, auditing, monitoring, access to programs relating to the School Readiness Grant program. The sub-grantee will address physical barriers to maintaining and achieving quality facilities.

#### **Score Summary Rating Table for RFP# 5748**

Applications were reviewed and rated by external raters as well as internally by School Readiness Coordinator.

<b>Waterbury School Readiness Application Score Summary  RFP-# 5748</b>	
<b>PROGRAM NAME:</b>	<b>SCORES: (Out of 100)</b>
The Ark East/West Centers	90
Catholic Charities	78
Children's Center of GWHN **	78
Children's Community School	86
Children's Village	92

Easter Seals East/ West Campuses **	76
Muriel Moore N.O. Inc.	80
Naugatuck Valley CC CDC	96
Rainbow Academy	81
St. Mary's CDC	98
Waterbury Public Schools	99
Greater Waterbury YMCA **	98
<b>Programs not approved for funding</b>	
<b>New Horizon Kid's Academy</b>  <b>Chase and Wilson Family Resource Center(FRC)</b>	Incomplete grant application Lack of evidence of meeting teacher quality requirement In process of NAEYC accreditation  Grant application lacked sufficient paperwork to indicate residency in a WPS space Grant lacked sufficient evidence to support program as presenting quality program

\*\* CHEFA (Connecticut Health and Educational Facilities Authority) supported program—financed tax exempt loans.

cc: Board of Education



## Connecticut Office of Early Childhood

Q65.

When completing this application it is recommended that narrative responses be created in a MS Word document and pasted into the application in the event of any technology issues with this electronic form. Please note that this application does not need to be completed in its entirety in one sitting and may be saved and completed over multiple sessions.

We are providing a Requirement Checklist to assist with preparing documents that will be required as part of this application.

[Download School Readiness Basic Requirements Checklist](#)

[School Readiness Basic Requirements Checklist](#)

Q17.

### **PRIORITY AND COMPETITIVE SCHOOL READINESS FY 2018 COMMUNITY RFP**

Legislative Authority

Connecticut General Statutes

Sections 10-16c through 10-16r and Sections 10-16t through 10-16u

Due Date:

May 17, 2017

The Connecticut Office of Early Childhood is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Office of Early Childhood 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 Office of Early Childhood does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Inquiries regarding the Office of Early Childhood's nondiscrimination policies should be directed to:

Levy Gillespie

Equal Employment Opportunity Director  
State of Connecticut Department of Education  
Suite 607

450 Columbus Boulevard

Hartford, CT 06103

[levy.gillespie@ct.gov](mailto:levy.gillespie@ct.gov)

860-807-2071

**Completion of this application notifies the Office of Early Childhood (OEC) that each applicant sub-grantee has met all OEC requirements of the local School Readiness (SR) application.**

Each sub-grantee that provides School Readiness services, or wishes to provide School Readiness services, must submit a local proposal to the School Readiness Council for approval. The local School Readiness application must be reviewed and scored by a team.

## OVERVIEW AND DESCRIPTION

Purpose of grant as outlined in Connecticut General Statutes (C.G.S.) Section 10-16a is to:

- Provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling;
- Provide opportunities for parents to choose among affordable and accredited programs;
- Encourage coordination and cooperation among programs and prevent the duplication of services;
- Recognize the specific service needs and unique resources available to particular municipalities and provide flexibility in the implementation of programs;
- Prevent or minimize the potential for developmental delay in children prior to their reaching the age of five;
- Enhance federally funded school readiness programs;
- Strengthen the family through encouragement of parental involvement in a child's development and education; and enhancement of a family's capacity to meet the special needs of the children, including children with disabilities;
- Reduce educational costs by decreasing the need for special education services for school age children and avoiding grade repetition;
- Assure that children with disabilities are integrated into programs available to children who are not disabled; and
- Improve the availability and quality of school readiness programs and their coordination with the services of child care providers.

For additional information about School Readiness requirements, the OEC's General Policies (GPs) for all state-funded programs are available at: <http://www.ct.gov/oec/generalpolicies>.

**The School Readiness grant is intended to provide funds for:**

- Preschool spaces in center-based programs: These spaces include for-profit or not-for-profit private preschool programs, public preschool programs, Head Start programs, faith-based preschool programs and state-funded day care programs. Programs must be Head Start approved, NAEYC accredited or eligible for NAEYC accreditation. See [GP B-05](#).

Services may be provided in combination of the following space types:

Space Type	Services	Rate
Full Day	10 hours per day 5 days per week 50 weeks per year	\$8,924
School Day	6 hours per day 5 days per week 180 days minimum	\$6,000
Part Day	2.5 hours per day 5 days per week 180 days minimum	\$4,500
Extended Day (Wrap-around) *Priority SR only	Extends the day	\$2,772

- Administrative costs: For the purpose of coordination, program evaluation and administration, Priority School Readiness municipalities may use a percentage of their School Readiness Allocation determined by OEC, based on available funds. (This is a statutory requirement and is subject to change.)

### Monitoring Requirements

Each grantee is responsible for monitoring their sub-grantees to ensure programmatic and fiscal compliance, accountability for children served, and that each program is implementing the 11 quality components under Section 10-16a of the C.G.S., as detailed below:

- A plan for collaboration with other community programs and services including public libraries, and for coordination of resources in order to facilitate full-day and year-round child care and education programs for children of working parents and parents in education or training programs;
- Parent involvement, parenting education and outreach;
- Record-keeping policies that require documentation of the name and address of each child's doctor, primary care provider and health insurance company and information on whether the child is immunized and has had health screens pursuant to 42 U.S.C. Section 1396d and referrals for health services, including referrals for appropriate immunizations and screenings;
- A plan for the incorporation of appropriate pre-literacy practices and teacher training in such practices;
- Nutrition services;
- Referrals to family literacy programs that incorporate adult basic education and provide for the promotion of literacy through access to public library services;
- Admission policies that promote enrollment of children from different racial, ethnic and economic backgrounds and from other communities;
- A plan of transition for participating children from school readiness program to kindergarten and transfer of records from program to

- kindergarten under Section 10-16a(a)(8);
- A plan for professional development for staff, including but not limited to, training in pre-literacy skills development and designed to assure respect for racial and ethnic diversity;
- A sliding fee scale for families participating in the program pursuant to section 17b-749d, and
- An annual evaluation of the effectiveness of the program.

The OEC may conduct announced and unannounced site visits.

All state funded programs must meet basic health and safety requirements, determined by the OEC.

## Reports

All School Readiness communities must submit School Readiness reports, including fiscal data and monthly space utilization reports, and any other additional requests for data. Grantees are required to participate as requested in all state-level evaluation activities.

Q1.

## ELIGIBLE RECIPIENTS

### Priority School Readiness (PSR) Eligibility

Priority School Districts are defined under Section 10-266p of the C.G.S. Eligibility is determined for a five-year period based upon the applicant's designation as a Priority School District for the initial year of application. If a school district that receives a grant pursuant to this subsection is no longer designated as a Priority School District at the end of the five-year period, that Priority School District shall continue to be eligible to receive a grant pursuant to C.G.S. 10-16p(c).

### Competitive School Readiness (CSR) Eligibility

A town served by a priority school or a former priority school; a town ranked one to fifty when all towns are ranked in ascending order according to town wealth as defined in C.G.S. Section 10-262f(26) whose school district is not a priority school district or a town so ranked for the fiscal year ending June 30, 2010, even if such town is no longer so ranked; and a town designated as an alliance district, as defined in C.G.S. section 10-262u, whose school district is not a priority school district. Eligibility for School Readiness is determined for a three-year period based upon the applicant's designation as a town with a priority school or a town in the lowest 50 wealth rank for the initial year of application, and annually thereafter, contingent upon available funding and a satisfactory annual evaluation. (Eligible communities are determined yearly by the Connecticut Office of Early Childhood using these criteria).

## Enrollment

Each site must enroll at least 60 percent of School Readiness-funded children at or below 75 percent of the state median income.

Q18.

## STAFF QUALIFICATIONS AND THE EARLY CHILDHOOD PROFESSIONAL REGISTRY

According to General Policy [A-01](#), it is the responsibility of each School Readiness Council to ensure that each classroom that provides services under the School Readiness grant must be staffed by:

- a teacher, who at minimum, has a Child Development Associate (CDA) credential and 12 credits in early childhood education or child development from an institution of higher learning accredited by the Board of Regents; or
- a teacher who has an Associate Degree or a four-year degree with 12 credits in early childhood education or child development from an institution of higher learning accredited by the Board of Governors of Higher Education; or
- a teacher who has a Connecticut Teaching Certificate with an Early Childhood or Special Education Endorsement.

50 percent of teachers assigned to programs accepting Child Day Care or State Head Start funds must hold a Bachelor's Degree with an early childhood concentration and the remainder hold an Associate's Degree with an early childhood concentration.

By July 1, 2020, each classroom must have a teacher that holds a Bachelor's degree with an early childhood concentration (see General Policy [A-01](#) for guidance).

Any School Readiness classroom operated by a public school must employ appropriately certified teaching staff if one or more children in the class are claimed for Education Cost Sharing (ECS) reimbursement.

**Required Professional Development for Teaching Staff - Twelve (12) hours of professional learning are required annually for teaching staff. This requirement may be fulfilled as part of other requirements, e.g., licensing, Child Care and Development Fund (CCDF), etc. Teachers must participate in a minimum of two (2) professional development trainings each year focused on early childhood development, or topics directly related to the field of early childhood education and one (1) training in effectively including and caring for children with learning differences including those with disabilities and dual-language learners. New staff must have or obtain specific training in pre-literacy skill development and in racial and ethnic diversity within the first year of hiring.**

Q19.

## **LOCAL REQUEST FOR PROPOSALS**

Each community is required to publicly issue a Local RFP for FY 2018 to identify new or continuing eligible local early care and education providers, which shall provide School Readiness services to eligible children and their families. In its review of these applications, the School Readiness Council must ensure the proposals address all the statutory requirements specifying how the program will meet these requirements and **only submit** those proposals that are complete and in compliance with such requirements. Each community must provide a copy of the School Readiness Council's score and written review of each sub-grantee's application that includes the strengths and weaknesses, as well as the Council's recommendation for funding. Agencies with multiple sites may submit one (1) application with the individual sites, spaces, and cost information and include site-specific information for licensing, accreditation, staff grids, program administration and operation pages, budget and justifications, budget attachments, and collaboration agreements.

### **Local Proposals (New AND Continuing Programs)**

Each local proposal must be uploaded in the Local Proposals section of this application. A signed Local RFP Cover Sheet that attests that the application was reviewed, scored and in compliance with the School Readiness requirements must also be part of the file uploaded in the Local Proposals section of this application.

Responses to the local RFP are also used to monitor compliance with the School Readiness quality components.

Q20.

## **GRANT SUBMISSION INFORMATION**

### **Date of Board Acceptance**

If the submission of the application for the School Readiness Grant Program requires the official approval and/or endorsement of any board or like body (e.g., board of education, town council, etc.), the approval and/or endorsement of such body should be submitted with the grant application. If it is not possible to obtain board or similar approval prior to submission of the grant application, the official board approval or similar document should be sent under separate cover, no later than July 1, 2017.

### **Freedom of Information Act**

All of the information contained in the grant application submitted in response to the School Readiness Grant Program is subject to the provisions of the Freedom of Information Act (FOIA), C.G.S. Sections 1-200 et seq. The FOIA declares that except as provided by federal law or state statute, records maintained or kept on file by any public agency, as defined in the statute, are public records and every person has the right to inspect and receive a copy of such records.

### **Obligations of Grantees and Sub-Grantees**

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in the C.G.S. Section 4a-60 and 4a-60a and Sections 4a-68j-l et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

### **State Monitoring and Evaluation**

The OEC, or its designee, may conduct unannounced and announced site visits to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act and in accordance with the RFP.

### **Management and Control of the Program and Grant Consultation Role of the State**

The grantee should have complete management control of this grant. While state agency staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds obligated by the grantee.

### **Reporting Requirements**

Within 60 days after the close of the fiscal year, each grantee must file a financial statement of expenditures with the Connecticut State Department of Education (CSDE) on such forms as the CSDE may require. The applicant must submit a complete data report, including individual programs reports and a municipality report to the OEC by the required date each month.

The applicant awarded a grant must also submit a final project report using the assessment measure adopted by the OEC. Applicants should identify the outcomes achieved over the course of each funding year and the progress towards achievement of an applicant's outcomes.

Applicants that are part of a collaborative effort funded in whole or in part by the Annie E. Casey Foundation must submit documentation that:

- The collaborative oversight entity has been provided the opportunity to review and comment on the grant application or proposal prior to submission to the OEC.
- The proposal or application submitted provides information detailing the activities, which assure priority access to services to children, youth and families referred by the collaborative oversight entity.
- The applicant shall designate someone to act as liaison for the referral process.

Q23.

## GRANT PROCESS

### Information / Technical Assistance

An information/technical assistance session will be held on Wednesday, March 29, 2017, from 8:30-11:30 am and 12:00-3:00 pm. Space is limited. RSVP by March 22, 2017, to Andrea Brinnel (andrea.brinnel@ct.gov).

### Review of Applications and Grant Awards

The OEC reserves the right to make a grant award under this program without discussion with the applicants. Therefore, applications should be submitted which present the project in the most favorable light from both technical and cost standpoints. All awards are subject to the availability of funds. Districts or municipalities awarded funds under this grant program are cautioned not to commit such funds until an official grant award letter is received.

### Consultative Assistance

Andrea Brinnel, School Readiness Program Manager, Connecticut Office of Early Childhood, Division of Early Care and Education, will be available at 860-500-4426 to answer questions regarding application procedures or proposal format.

### Reservations and Restrictions

The OEC reserves the right not to fund an applicant or grantee if it is determined that the grantee cannot manage the fiscal responsibilities required under the grant or demonstrates an inability to meet programmatic requirements of this grant, e.g., licensing, health and safety, Professional Registry, etc.

### Grant Submission

The following pages constitute the community application for School Readiness funding. Specific instructions are included within each section. Please note that you will be required to upload documents throughout this application.

Q63.

## FY 18 SCHOOL READINESS GRANT APPLICATION

This grant is supported by the Connecticut Office of Early Childhood

### GRANT PERIOD

July 1, 2017 to June 30, 2018

Q64. COMMUNITY

City of Waterbury School Readiness Program

Q65. APPLICATION CONTACT PERSON  
(School Readiness Liaison or Grant Application Contact if no Liaison)

Name

Marie M. Klein (Interim School Readiness Liaison)

Address	30-B Church Street
Address 2	
City	Waterbury
Zip Code	06702
Telephone	203-573-6684
E-mail	mklein@waterbury.k12.ct.us

Q66. ESTIMATED FUNDING REQUESTED

School Readiness	\$10,015,756
Quality Enhancement	\$75,641
Total Funds	\$10,091,397

Q69.

**SCHOOL READINESS GRANT SIGNATURE PAGE**

Complete and upload the School Readiness Grant Signature Page.

[School Readiness Grant Signature Page](#)

**The page must ALSO be submitted in hard-copy format with original signatures by the RFP deadline, May 17, 2017.**

[Signature Pg. Submission letter -FY'18.docx](#)

13.4KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document

Q7.

**SCHOOL READINESS COUNCIL**

Identify all members of the community's School Readiness Council for the School Readiness Grant Program in FY 2018.

Council members shall be representative of the community and include the Chief Elected Official or designee, the Superintendent of Schools or designee, parents, the McKinney-Vento Liaison, representatives from local programs associated with young children such as Family Resource Centers, non-profit and for-profit preschool programs and Head Start, a public librarian, and other local community organizations that provide services to young children.

Q35. Complete and upload the School Readiness Membership Form.

[FY 18 School Readiness Council Membership Form](#)

[FY 17-19 council members information.doc](#)

56KB

application/msword

Q36. Describe how the School Readiness Council participated in the grant application process and what the ongoing role of the Council will be in carrying out the goals and objectives of the grant.

The School Readiness grant is discussed at School Readiness Council meetings and minutes are available for review. The SR Council is aware of the timeline and monitors the compliance of the RFP process. Members of the SR Council, without conflict of interest, are part of the grant proposal review team. The SR Council approves the portfolio of programs to be funded to be presented to the Board of

To: Andrea Brinnel  
Office of Early Childhood

From: Waterbury Office of Early Childhood  
School Readiness Office

This letter is to inform you that the following signature pages:

- Grant
- Statement of Assurance
- Affirmative Action

***will be submitted under separate cover as allowed by July 1, 2017.***

Due to the Ordinance Procedures for the City of Waterbury, the grant must be presented to and approved by the Board of Education and the Board of Alderman prior to requesting signatures from the Mayor and Superintendent of Schools.

The meeting agendas for both Boards are as follows:

- **Board of Education**- May 19, 2017 – grant review submission date  
June 1, 2017 – meeting
- **Board of Alderman**- June 8, 2017—grant review submission date  
June 19, 2017—meeting

Upon approval by both Boards, the signature pages will be signed and a hard copy as requested, will be forwarded to the CT Office of Early Childhood by the July 1, 2017 deadline.

Respectfully Submitted,  
Marie M. Klein  
Interim School Readiness Liaison

(This letter was sent with approval by Darren Schwartz, Chief Academic Officer—WBOE)

# SCHOOL READINESS COUNCIL MEMBERSHIP

Chairperson or Co-Chair:	Elizabeth Brown	Affiliation:	Board of Education President
Address:	135 Grand St		
City, State	Waterbury, CT	Zip Code:	06702
Telephone:	203-560-7028	E-mail:	<a href="mailto:ebrown@waterbury.k12.ct.us">ebrown@waterbury.k12.ct.us</a>

Co-Chair:	Darren Schwartz	Affiliation:	Board of Education Chief Academic Officer
Address:	135 Grand St.		
City, State	Waterbury, CT	Zip Code:	06702
Telephone:	203-574-8016	E-mail:	<a href="mailto:dschwartz@waterbury.k12.ct.us">dschwartz@waterbury.k12.ct.us</a>

## COUNCIL MEMBERS FY 2018

Name	Address	E-mail / Telephone	Role / Affiliation
Neil M. O'Leary	135 Grand St. Waterbury, CT. 06702	<a href="mailto:noleary@waterburyc.org">noleary@waterburyc.org</a>	Mayor / Designee
Dr. Kathleen Ouellette	136 Grand St. Waterbury, CT 06702	<a href="mailto:kouellette@waterbury.k12.ct.us">kouellette@waterbury.k12.ct.us</a>	Superintendent / Designee
Clivel Charlton	267 Grand St. Waterbury, CT 06702	<a href="mailto:ccharlton@waterburyc.org">ccharlton@waterburyc.org</a>	Public Librarian
Christine Bianchi	80 Phoenix Ave. Waterbury, CT. 06702	<a href="mailto:cbianchi@staywell.org">cbianchi@staywell.org</a>	Health Care Provider
Shynae Woods	136 Grand St. Waterbury, CT. 06702	<a href="mailto:swoods@waterburyc.org">swoods@waterburyc.org</a>	McKinney-Vento Liaison
Josephine Bennett	Waterbury, CT.	<a href="mailto:Josephinebt6@gmail.com">Josephinebt6@gmail.com</a>	Parent/grandparent
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Education, Board of Alderman, and Mayor. While the drafting of the proposal is part of the School Readiness Liaison duties, supervision is provided by the Co-Chairs and input is given and welcomed by all members.

Q29.

#### OTHER COMMUNITY GRANTS

Please check those grants that are currently in your community.

- ☒ Adult Education
- ☒ Family Resource Center
- ☒ Head Start and/or Early Head Start
- ☐ Preschool Development Grant
- ☒ Preschool Special Education
- ☐ Smart Start Grant
- ☐ Birth to Three
- ☐ Home Visiting
- ☐ Other state, federal or private grants that collaborate with School Readiness programs

Q112. Please describe how each grant/program collaborates with the School Readiness Grant Program.

**ADULT EDUCATION**—The Waterbury Adult education program supports family literacy goals. School Readiness programs refer families to this program for ESL, GED and other education classes that are made available for parents. **FAMILY RESOURCE CENTER**—There are 2 Family Resource Centers in Waterbury located at CHASE SCHOOL and WILSON SCHOOL. These two schools have School Readiness funded classrooms, which are overseen by a local community agency. The preschool programs in each of these schools works closely with the FRC to meet the many varied needs of the families it serves. A representative regularly attends SR Council meetings. **HEADSTART and/or EARLY HEAD START**—The Head Start grant was previously held by Community Development Institute(CDI) and now has been transitioned over to TEAM who receives School Readiness funds that are used to help provide an extended day program to children and families. Head Start is an active partner and participant in the School Readiness Provider Network. **PRESCHOOL SPECIAL EDUCATION**—The Waterbury Special Education Department is represented on the School Readiness Council. SR funds have been awarded by the WBOE to programs who support students in co-taught preschool classrooms. In addition, an Early Intervention Team provides coaching and support to teachers, as well as Professional Development opportunities for teachers and parents.

Q32.

#### MANAGEMENT AND ACCOUNTABILITY STRUCTURE

Section 10-16p (g) of the C.G.S. requires each School Readiness community to "designate a person to be responsible for such coordination, program evaluation and administration and to act as a liaison between the town and the Commissioner of the Office of Early Childhood."

The School Readiness Liaison (Liaison) is the person responsible for the management (as defined in [GP C-01](#)) of the grant program. Please address the following:

Q42.

How does the Liaison carry out the fiscal and program monitoring of sub-grantees?

Fiscal monitoring of sub-grantees is completed through site visits and recorded on the Monitoring Report. Sub-grantees must provide evidence of fiscal monitoring by presenting verification that (a) the current Sliding Fee Scale is in use (b) that there is a written policy for fee determination (there must also be documentation to reflect a 30 day notice of a change in fee determination if applicable) (c) parent income is documented upon enrollment and thereafter (d) weekly fee that has been determined is clearly noted for parent (e) fiscal monitoring of income and expenditures is in compliance including parent fee, DSS funds and SDE grant funds (if necessary) (f) that there is evidence of required single act audit for those programs receiving more than \$300,000. Program monitoring is scheduled 3x (times) per year to each of the funded sub-grantee programs in order to monitor compliance in all of the eleven quality component areas. Information, documentation and evidence is recorded on a structured monitoring rubric. In addition, classroom visits and informal interviews are used to retrieve information that substantiates the adherence to compliance of the School Readiness grant regulations. Monitoring issues are noted on site visit forms. Actions to correct identified problems include development and submission of a written action/improvement plan, provision of additional technical assistance, professional development, coaching and access to any

additional resources that would provide support. If an action/improvement plan is in place, then more frequent visits are made to the program in question and follow up visits are scheduled. Documentation for follow up visits are noted on the site visit monitoring rubric and copies are given to the program. As a supplement, each program has access to an approved early childhood education consultant supported through the Quality Enhancement budget to provide coaching and consultation for instructional best practices around the ELD's. Each program must submit a plan for the consultation and feedback on program progress. Outcomes will be delivered through written reports and personal meetings with the School Readiness Liaison and consultant. The City of Waterbury has hired and made available to the community an Instructional Coach to assist funded programs in the area of classroom support and student progress.

Q43. How are sub-grantee classrooms monitored? And how does the person monitoring the classrooms ensure that sub-grantees adhere to the 11 quality components, program standards, NAEYC Accreditation/Head Start approval and grant policies?

Monitoring visits are scheduled by the School Readiness Liaison in accordance to GP-14-10 to monitor compliance with all of the School Readiness grant regulations. Site visits are scheduled and sub grantees are notified in advanced of the visit as to the date, time and focus of the visit. Visits are scheduled a minimum 3x per year to each of the funded sub-grantee programs. More frequent visits are scheduled for those programs who are working on improvement plans or for those programs who require follow up visits related to programmatic issues. In addition, a monitoring rubric is used to document that evidence is found to substantiate compliance with the eleven quality standards required by OEC. Evidence is observed and gathered through the use of written descriptions and photos classrooms to document that the program is meeting standards required by NAEYC accreditation and Head Start performance standards. Results of the visit and observation are discussed with the Sub grantees and they are given a copy of the documentation after each visit. Regular quarterly School Readiness Liaison ensures that OEC program standards and NAEYC accreditations of all sites are maintained and current through a Registry review of each funded program's staff education qualifications and progress toward meeting and maintaining compliance with both NAEYC accreditation candidacy requirements (via the NAEYC report) and the state mandated education requirements (via the Staff Qualifications and Detail report) .

Q44. How often is each sub-grantee visited on site by the Liaison or persons contracted through the School Readiness Council to monitor for School Readiness compliance?

Site visits are scheduled a minimum of 3x per year to each of the funded sub-grantee programs. More frequent visits are scheduled for those programs who are working on improvement plans or for those programs who require follow up visits related to programmatic issues.

Q45. How are site visits documented and what is the process for follow-up?

A site visit monitoring form is used to document that evidence is found to substantiate that the eleven quality standards as referenced in GP 14-10 Appendix required by OEC are met. In addition, written descriptions that are supported by photo documentation are used to substantiate classroom management, program learning activities, teacher-child interactions and the physical environment all meet quality standards.

Q46. Attach a copy of a sample local monitoring site visit form.

[Waterbury School Readiness Monitoring Reportfinal.docx](#)  
27.7KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document

Q113. Additional sample local monitoring site visit form.

Q114. Additional sample local monitoring site visit form.

# Waterbury School Readiness Monitoring Report

Location: \_\_\_\_\_

Program Contact: \_\_\_\_\_

SR Slots \_\_\_\_\_ # of Classrooms \_\_\_\_\_

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

Monitor: \_\_\_\_\_

## Section I:

Monitoring Category	Evidence	Observation Notes
<b>Fiscal</b>		
Current SFS in use		
Fee Determination on file for parent (within 30 days if changes)		
Fiscal monitoring of income and expenditures (Parent Fees and other state funds )		
Required audit for programs receiving more than \$300,000		
<b>Program</b>		
Accreditation Status		
Licensing Status		
Date of last OEC Visit		
Corrective action plan needed and date submitted		
<b>Staff</b>		
All teachers in the registry and qualifications current		
QSMs in all classrooms		
Professional development plans for staff in files		
Staff evaluation process in place and on file		
<b>Children</b>		
Child's files complete and current		
Attendance records on children		
Child assessment reports completed and used for planning		
Referral process in place to address health, screening and immunizations		

Special needs children are identified and being serviced accordingly		
Children's nutritional needs identified and being serviced		
<b>Parents</b>		
Family literacy education and training		
Opportunities for parent involvement, education and outreach		
Home-school communication Including parent handbook		
Parent conferences		
<b>Collaboration</b>		
Knowledge and coordination to refer families for services		
Public School collaboration and assistance to support program needs		
Transition program between public schools and SR programs		
<b>Quality</b>		
Program evaluation completed		
Yearly program goals set for SR program		
ELDS and PAF are used throughout the program		

Section 1 Notes/Recommendations:

Section II:

Monitoring Category	Class # 1	Class # 4	Class #3	Class #4
<b>Classroom Interactions and Management</b>				
Staff are friendly and nurturing				
Staff uses appropriate voice tone				
Staff uses positive guidance techniques and reinforcement				
Staff uses appropriate transitions strategies				
Children are made aware of classroom rules and boundaries				
Meaningful interactions occur between children and children and adults				
Staff uses emergent situations and open ended questions for children's learning				
Notes:				

<b>Staff Responsibilities</b>				
Lesson plans complete				
Clear division of responsibility				
Positive staff interactions				
Proper and safe supervision of children				
Clear communication between staff				
Notes:				
<b>Physical Classroom Environment</b>	<b>Class # 1</b>	<b>Class #2</b>	<b>Class #3</b>	<b>Class #4</b>
Schedule is clearly visible				
Evidence of daily planning				
Print rich environment				

Classroom centers are clearly defined and labeled				
Adequate selection of materials for children in centers				
Materials are in good order and clean				
Materials reflect children diversity				
Materials reflect children developmental domains and levels				
Notes:				

**Section II Notes/Recommendations:**

\_\_\_\_\_  
Signature SR Director/Staff

Date \_\_\_\_\_

\_\_\_\_\_  
Signature SR Liaison /Monitor

Date \_\_\_\_\_

Q49. What is the process for the School Readiness Liaison or program monitor to report findings to the School Readiness Council?

The School Readiness Liaison makes a full report at regularly scheduled monthly School Readiness Council meetings to inform them regarding the progress of the monitoring and to alert SRC members to any compliance issues concerning programs. Each member is provided with a copy of the School Readiness Liaison report prior to each meeting for review. Communication with Council members regarding issues are also relayed through email or phone contact.

Q47. If issues are identified through monitoring, describe the process to resolve them.

If issues are identified by the School Readiness Liaison through monitoring they are thoroughly noted on the monitoring report form and cited under recommendations. Actions to correct identified problems include the development and submission of a written action plan, the ability to access technical assistance, professional development opportunities, coaching and any additional resource deemed helpful and appropriate by the School Readiness Liaison. In addition, a program may request the help and support of an approved state consultant to review its program and provide feedback and assistance to improve quality enhancement recommendations to the program as well. Site visits may be scheduled on a more frequent/weekly basis to support, review and document implementation and progress of the proposed action plans and next steps to be taken by the program.

Q48. Who is responsible for ensuring the accuracy of the monthly data submitted and how is the enrollment and attendance verified?

There is a specific procedure for the submission of monthly reports and supporting documents to the School Readiness office. Sub-grantees must use forms from CT OEC and include an invoice generated by the City of Waterbury School Business Office. Site data format is determined by the ST office. Four (4) types of forms must be sent as separate sets in the correct software format. The forms included are (a) a sub-grantee form that includes utilized spaces as well as demographic information in original Excel format with all lines completed; (b) invoice with a signature either submitted through Excel or scanned copy (c) attendance as taken by teachers or sign in sheets that include parents' signature and time student was signed in or out to document that a child had been dropped off or picked up from school/program; (d) site data report of children enrolled. All forms and documentation are emailed to the SR Liaison as well as to the office manager's email, no later than noon Tuesday after the reporting period ends. Forms are reviewed for: 1) accuracy, 2) ensure that the justifying document is attached, 3) attendance sheets document the number of hours and number of children is reflected on site data reports and 4) safeguard the completeness of documents. All discrepancies are brought to the attention of the program contact person and additional or corrected documents may be requested before payment will be initiated. An assigned accountant from the Waterbury Public School Business office additionally audits and reconciles reports regarding invoices on a monthly basis. The SR Liaison may use the site data and attendance reports to monitor enrollment. Additional information may be gleaned from outside auditing services as well.

Q33.

#### MONITORING AND EVALUATION OF SCHOOL READINESS QUALITY COMPONENTS

According to C.G.S. Section 10-16q, each School Readiness Program (community) shall include the following quality components:

1. Collaboration with other community programs and services
2. Parent involvement (family engagement)
3. Health (record-keeping policies and referrals)
4. Pre-literacy (teacher training)
5. Nutrition
6. Family literacy
7. Admission policies that promote diversity
8. Transition to Kindergarten
9. Professional development
10. Sliding fee scale
11. Annual evaluation

Please answer the following questions to provide information about the School Readiness Council's role in monitoring the School Readiness sub-grantees for these 11 quality components.

Q48. How does the School Readiness Council monitor and support collaborative efforts with community programs and services?

The School Readiness Council monitors and supports collaborative efforts with community programs and services by partnering with Bridge to Success. BTS is a partnership of over 90 local organizations, families and volunteers working together to deliver quality programming for a range of children's needs through collaboration with multiple community organizations. All of the BTS community partners promote, support and nurture parent/caregiver skills as their child's first and main teacher. Through BTS' Early Care and Education (ECE) workgroup issues revolving around Social Emotional concerns are addressed and discussed. The workgroup promotes awareness to programs that offer support to families and parents, offer professional development to impact staff and offer encouragement to parents and help in understanding children's behaviors with the goal of improved social/emotional skills for all children. Additionally, each sub-grantee enters into collaborative agreements with a variety of community agencies that promote,

support and service program families and children's needs.

Q46. How does the School Readiness Council monitor and support efforts to effectively engage families?

The Waterbury School Readiness Council requires all School Readiness sub-grantees to have a parent partnership advisory board. The advisory board provides opportunities for families to actively participate in the decision-making, policy review and development and activity planning of such events as family workshops, fund-raising events and family nights. Annually, parent surveys are completed and shared with the SR Liaison for review to provide feedback for program outcomes. During site visits, the SR Liaison has access to information regarding family activities planned by sub-grantees and they are monitored for success and family involvement. The SR Liaison is notified by sub-grantees of upcoming events planned by the advisory board throughout the year. The SR Council views the parent advisory board as a continuum of support in the SR program and a significant aspect of parent/family engagement. The sub-grantees share with SR Liaison and Council opportunities being provided to parents and participation by SRC members is always encouraged. Information regarding family activities, programs, volunteer opportunities, participation in development of newsletters etc. are posted on information boards throughout the programs and classrooms as well as being sent home to parents. Sub-grantees welcome and encourage parents to become actively involved on many levels by providing family initiative opportunities for involvement and growth. The notification of parent advisory boards and its purpose and function is well stated in parent handbooks. Family/parent participation is encouraged and expected by sub-grantees.

Q49. (a) How does the School Readiness Council monitor and ensure each sub-grantee's documentation of each child's doctor, primary care provider, and health insurance company, and whether the child is immunized and has health screenings (pursuant to the federal Early and Periodic Screening, Diagnostic and Treatment Services Program)?

(b) How does the School Readiness Council monitor and ensure referrals for health services including referrals for appropriate immunizations and screenings are being done by sub-grantees?

A. All sub-grantees adhere to the State of CT Department of Health regulations regarding documentation of a child's health information. Upon enrollment, each child must submit Medical Form ED-191 that documents (by signature of a physician, PA, or APRN) current immunization, thorough physical, lead test and flu shot. This documentation is kept on file with the sub-grantee and is at the review of the SR Liaison at any time. Parents are informed of the required health regulations at the time of enrollment as well as the parent handbook. Sub-grantees have in place a plan to provide vision, hearing and dental screens as well. The plans include how the services will be provided, how parents will receive information and education around the services and how the screenings will be included in the curriculum. Once screens are performed, it becomes the sub-grantees responsibility to forward results to the parents and maintain the records on file. Children who are experiencing challenging physical or mental behaviors may be referred to agencies outside of the program that can provide support and education to parents in order to identify problems and therefore provide or refer for treatment. B. Programs who have health consultants visit programs monthly to review health records and make recommendations to ensure proper practices for health promotion and prevention are enforced. In WBOE based School Readiness programs, school nurses monitor the health records of SR children. They will inform the SR office of children who are out of compliance with immunizations and screenings. Parents are notified by phone call that their child is due for screening, shot or visit. They are also informed that in the event that they fail to provide documentation of needed medical requirements, it may result in their child not being able to continue to attend their current program. Licensing review visits also may indicate a need for follow up by the SR Liaison if a citation appears in the area of Record Keeping.

Q50. How does the School Readiness Council monitor and ensure that each sub-grantee has a plan for the incorporation for the appropriate pre-literacy practices and teacher trainings in such practices?

SR sub-grantees are monitored using the Learning Experience Plan rubric. Indicators from the CT ELDS and the PAF are used as the criteria to which monitoring is aligned. Each plan reflects 4 areas- Listening, Speaking, Reading and Writing. Activities planned around each of these areas must relate to the ELDS, PAF standards and benchmarks as well as interactions across Bloom's Taxonomy. All sub-grantees are encouraged and supported to achieve exemplary evidence that signifies an inclusion of all 4 early literacy indicators throughout their classroom activities. Evidence is also sought of individualized instruction as well as including support of dual language learners. If monitoring reports reveal a need for further support in the planning of any LEP, then an improvement plan is devised with the help of the SR Liaison. Monitoring is done on a more frequent basis to ensure the implementation of the improvement plan. Sub-grantees are directed to attend any and all of the training sessions provided by OEC that relates to early literacy training, the ELDS and the PAF offered.

Q51. How does the School Readiness Council monitor and ensure nutrition services are being provided by sub-grantees?

The SRC promotes healthy eating in order to promote better learning. Sub-grantees follow the CACFP (Child and Adult Care Food Program) providing nutritious meals and snacks daily. Menus are provided to families through newsletters or monthly handouts both of which can be documented. They are also posted in observable areas in classrooms which can be noted during site monitoring visits. Sub-grantees may also have at their disposal the ability to use nutrition counselors and dietitians to help plan for well balanced and nutritious snacks. In order to ensure the health and safety of children, sub-grantees also provide notification of the facility being a "nut free center". In addition, any known food allergies suffered by children are required to be reported to the staff and the information is clearly posted in the child's classroom and in their files.

Q52.

How does the School Readiness Council monitor and ensure that sub-grantees provide referrals to family literacy programs that incorporate adult basic education and provide for the promotion of literacy through local public library services?

As part of the Intake procedure, sub-grantees ask parents to fill out a family survey form. The survey is used to help families find services and training in the area. The survey information is also used to set up requested and appropriate opportunities for parenting education and other support services. Sub-grantees make referrals to the Waterbury Adult Education program where families/parents can earn their GED, attend ESL classes or attend other education classes offered in order to support family literacy. Sub-grantees also provide parents with information regarding the Family and Community Engagement Center (FACE). The center is a collaborative partner who works with the WPS and community providers to link parents and staff with information and resources available to parents to educate and support families. The Silas Bronson library, another collaborative community partner, works in conjunction with the FACE center to provide information related to various literacy programs they have scheduled for young children as well as parents. Brochures/flyers are posted and/or distributed to families/parents/sub-grantees through both venues indicating the day/time/place of literacy events that are scheduled to take place. To support families further, Service Binders are available that contain resources and services available to parents throughout the city. The Silas Bronson library is represented on the SRC. Information is shared with SR members as well as through email notification regarding literacy opportunities/programs when they become available by the SR member representing the library. Information is again disseminated to all sub-grantees to ensure that everyone is made aware of the literacy event. Sub-grantees also post upcoming events on their parent information boards within their program. SR Liaison is able to view and monitor the information posted to make sure that parents are notified of current and available events/programs/classes during site visits.

Q53. How does the School Readiness Council monitor and ensure that sub-grantees have admission policies that promote enrollment of children from different racial, ethnic and economic backgrounds?

The School Readiness Council requires sub-grantees to have admission policies that reflect an enrollment procedure without regard to a child's race, ethnic background, national origin, color, sex, economic status or special needs. Admission policies are referenced in sub-grantee parent handbooks. Supplementary to the admission policies, the SRC requires that sub-grantees (A.) adhere to the Non-Sectarian Policy GP C-05 as mandated by the State of CT that states a sub-grantee must be open to all children, and cannot exclude a child based on a families religious creed (B.) follow policy and guidelines for child eligibility that requires sub-grantees to serve children in classrooms reflective of a 60/40 ratio socio-economic mix. If this ratio is not able to be maintained, then the sub-grantee is required to supply written notice of justification to the SR Liaison.

Q54. How does the School Readiness Council monitor and ensure that sub-grantees have a plan for transitioning children from School Readiness to Kindergarten and provide for the transfer of records to the Kindergarten program?

Helping children have a successful transition to kindergarten is a primary goal of the School Readiness Initiative. Sub-grantees are encouraged to provide opportunities for children preparing to enter kindergarten so that they may experience the elementary school environment in a setting that is comfortable to them. Each sub-grantee must have documentation of a transition plan for children who will be entering kindergarten. These transition plans must be clearly stated in parent handbooks. Transition plans must show compliance, accountability and programmatic planning in relation to the SR quality component for providing a plan of transition for those children going from school readiness programs to kindergarten. Various activities to support kindergarten transitions can be identified in parent handbooks by sub-grantees that meet the particular needs of the children they are serving. Transfer of records occur through a streamlined process. Transition lists are created by the SR sub-grantees of those children who would be transitioning on to kindergarten. These lists are sent to the WBOE Intake Center. Kindergarten registration packets are then compiled and distributed back to all sub-grantees through the WBOE Intake Center for each individual child. The SR Liaison monitors the dissemination of the registration packets on a weekly basis beginning in late February. Upon completion of the registration packets, (SR)programs are expected to return all completed registration packets back to the Intake Center where they are grouped and passed on to home district schools of the children transitioning to kindergarten. The Intake Center works in partnership with the SR Liaison to ensure that all registration guidelines/timelines are met. The SR Liaison provides all Sub-grantees with information/notifications regarding kindergarten registration, screening or orientation as it becomes available to pass along to parents/guardians. All orientation schedules, once established, are posted on the WPS website and hard copies are distributed to parents/guardians. Parents are also encouraged to contact the SR Liaison with any questions regarding kindergarten registration. Sub-grantee transition plans are not limited to the above mentioned practices. The following procedures must be evidenced as well in sub-grantees individual kindergarten transition plans: 1. Collaboration between SR staff and the kindergarten staff by requesting and receiving information needed to help parents and children work through the transition process 2. Parent/teacher conferences conducted and parents are informed through the sharing of assessments/portfolios of the child's readiness skills for kindergarten 3. Orientation activities are planned for children and families that prepare them for transition to kindergarten including parent meetings to discuss transition including expectations of parent, address parent concerns and kindergarten requirements 4. Supports are in place to provide families registration information and assistance if needed to complete any registration forms if necessary 5. Inform parents of Kindergarten orientation sessions scheduled at home district elementary schools and arrange for visits to kindergarten classrooms for children and families 6. Provide staff training on communication and preparing children for transitions 7. Offer to transfer kindergarten records and provide receiving kindergarten teachers with copies of child assessment records and any other pertinent information 8. Upon request, parents may be provided with copies of their child's records for admission to WPS

Q55. How does the School Readiness Council monitor and ensure that each sub-grantee has a professional development plan for staff including but not limited to training in pre-literacy skills development designed to assure cultural sensitivity and racial and ethnic diversity?

As a quality component of the SR grant, Sub-grantees discuss professional development plans with the SR Liaison as part of their site monitoring visit. Each staff member has a written professional development plan on file that outlines their individual professional development goal. Sub-grantees provide staff with programs that enable them to do a self-assessment. From that assessment, staff then conference with administrators and together they set a PD goal aimed at achieving and increasing their knowledge and expertise in early childhood practices. Administrators along with the SR Liaison review staff goals and self-assessments. If common areas of improvement deem attention then collaboratively, they will plan a PD training session for the entire staff. Sub-grantees provide staff with training in the area of early literacy skill development, SDE preschool framework and CELDS standards. School Readiness sub-grantees must include a plan for Professional Development which may include findings from SR monitoring reports, ECERS review, NAEYC accreditation recommendations, OEC evaluations and/or sub-grantees continuous quality improvement plans. All PD plans must include a timeline, responsible parties and a monitoring schedule. SR sub-grantees are required to maintain a record of individual staff development plans that reflect training in Pre-Literacy and Social and Ethnic Diversity in the classrooms. Two (2) hr. training sessions are held within the first year of employment and subsequently, 3 years thereafter. Additionally, SR sub-grantees (staff) must fulfill a two (2) hr. training session annually (July 1-June 30) regarding the practice of servicing children with disabilities

Q56. How does the School Readiness Council monitor and ensure that each sub-grantee is appropriately implementing the Sliding Fee Scale provided by the OEC? (See [GP B-01](#) and [GP B-02](#) for guidance.)

The School Readiness Council works closely with programs to support the decision making process regarding fee collection. The School Readiness Council requires all sub-grantees to determine parent fees in accordance with the State's Income Guidelines and Family Size Table according to the SR DSS Sliding Fee scale. SRC sub-grantees publish annually their cost of care for School Readiness supported slots and they must file their published rates with the SRC. Each sub-grantee must provide to the SRC an expenditure report at least twice annually on grant award, family fees and Care4Kids revenue. Sub-grantees are also required to establish written fee policies. These policies are noted in each sub-grantee handbook. Sub grantees provide families with a copy of the fee schedule during the enrollment process which is included with the intake packet received by each family. During the enrollment process the family fee is reviewed and calculated and signed documentation is received indicating that the family agrees to pay the determined fee based on income. This signed agreement becomes part of the child's file and is available for review by the SR Liaison during site visits. C4K calculated fees if such, will be the determined family fee and they are also noted. In the event that a family is unable to pay the required parent fee, the SRC may approve a hardship policy submitted by the sub-grantee that may identify re-determined fees. Hardship policies may be implemented based on a family need. Families are informed at the time of enrollment what this policy entails and the guidelines for meeting a hardship is outlined. Documentation from the family is filed that supports that a hardship case has been determined and is available for audit by the SR Liaison. WSRC requires funded programs to state a fee operating policy in their parent handbooks which states whether they do or do not offer partial fee waivers in addition to indicating that the program has a fee policy that clearly states procedures for families who fail to fully pay their family share.

Q52. How does the School Readiness Council monitor and ensure that both the curriculum and child assessments used by School Readiness sub-grantees are aligned to the Connecticut Early Learning and Development Standards (CT ELDS)?

The SR Council requires each sub-grantee to document alignment of their chosen curriculum to the CT ELDS. Through ongoing site visits and a review of LEP's, the SR Liaison will monitor each programs level of understanding and ability to integrate the ELDS into their daily teaching practices.. A goal has been set for this grant period to continue to provide support and give technical assistance to encourage each funded program to continue the process with their staff to assess their LEP's -Learning Experience Plans and curriculum for the young children in their classrooms. With additional outside funding sub-grantees were given the opportunity to receive a program assessment in the areas of learning activities and teacher interactions. Support in the form of consultation and coaching can be provided to help incorporate, tailor and scaffold the ELDS into teachers LEP's and to move them forward towards maximum integration and implementation of the learning standards. Discussions with providers and staff takes place during monitoring visits to identify individual areas of concerns that may benefit from direct coaching or development of strategies as to how the ELDS may be integrated into LEP's, curriculum or classroom activities. Additionally, lead staff have been to trainings provided by OEC relating to the ELDS Supplemental support is also available through an Instructional Coach hired by the Waterbury BOE to community based School Readiness funded programs. Dialogue can take place around curriculum, assessment and classroom learning activities. The School Readiness Liaison is also available to any program/teacher who may request additional support centered around specific needs or access to particular resources. Most programs use Creative Curriculum/Teaching Strategies Gold and its assessment system to document children's progress. Programs also assess child progress using a Learning Standard Continuum, that is develop around the ELDS, to first identify a baseline and then assess beginning and end of year progress.

Q30. How does the School Readiness Council promote School Readiness sub-grantees provision of meaningful, inclusive experiences for young children with learning differences, including those with disabilities and dual-language learners? Describe how the School Readiness sub-grantees work with the local school system in the delivery of services to meet these needs, specifically those children with Individual Education Programs (IEPs).

It is the goal of the School Readiness Council that children with IEP's be provided with a program that ensures continuity and

consistency in the least restrictive environment. The parent(s), the School Readiness sub-grantee and the public school/LEA must collaborate to plan a program best suited to meet the goals for the children in the IEP. Sub-grantee programs are general education programs that ensure children with IEP's are at a natural proportion with those children not identified with disabilities. Children with disabilities, dual language children or those children with specific health care needs are not excluded from enrolling in a School Readiness funded program. If the delivery of Special Education services is at a location other than a SR program, then a specific process for communication is coordinated between the two programs is there is consistent service model in place in the LRE. In Waterbury, an early childhood education team consists of the Preschool Special Education Supervisor, the School Readiness Liaison, Bucks Hill Annex School Principal and the EC Program Supervisor. The purpose of this collaborative group is to help set goals, develop supports, identify resources and discuss ways to put into place any and all modifications and/or accommodations that are required to meet the identified needs of the child to promote cognitive and social emotional success across all settings. In addition, the group is committed to support the parents in the decision making process so that appropriate services align with needs. The WBOE has made available to sub-grantees a coach and speech therapist who can provide Early Intervention services for those students who may be considered for referral as well as our dual language learners. This team was established to specifically serve children in our sub-grantee programs. If the child's placement is in a community site but his needs are best served in a BOE classroom, then a concerted effort is made to coordinate and support the child's IEP in both settings. Birth to 3 is also a partner in the decision making process for those children coming into a WBOE program. For those children in programs who are designated as dual language learners sub-grantees align their teaching to the Dual Language Development Framework standards found in the CT ELDS. Sub-Grantees provide emergent language learners with experiences that would support their development of listening and speaking skills. The classroom environment is labeled to support our young bi-lingual learners in English and other culturally diverse languages. Teachers expose all children to vocabulary of languages other than English(i.e Spanish, Albanian etc.) through multicultural pictures and stories. Teachers model language and use non verbal communication techniques in the early learning stages. Using strong, appropriate peer models in class to support our dual language learners is highly recommended and encouraged as a strategy to be used to support language acquisition. In addition, classrooms support dual language learners with a variety of bi lingual story/picture books in their classroom library. .

Q53. How does the School Readiness Council monitor and support the appropriate measurement of child progress by School Readiness sub-grantees?

The School Readiness Council monitors and supports the appropriate measurement of child progress by School Readiness sub-grantees through support and technical assistance to encourage each funded program to use software designed for Creative Curriculum Child Assessment and the CT PAF. With the use of this technology, child profiles as well as classroom profiles are readily available to guide instruction and format teacher professional development activities. In order to have the ability to see child outcomes along an established continuum, child development benchmarks are established and aligned to the CT ELDS to allow for better tracking of growth in all domains at the program level, as well as the Council level. Along with these assessment results, child portfolios and profiles are reviewed by the SR Liaison during monitoring visits. These reports also prove valuable when discussed at parent conferences and in the development of individualized home activities to support school readiness and early learning. Sub-grantees will be trained in the use of the PELI assessment in addition to the Wilson Foundation Program to yield early learning literacy progress . This training will support curriculum consistency and align to the WBOE classrooms in which children from sub-grantee programs may transition into kindergarten. As a collaborative group, the sub-grantees developed and use a universal progress report that is completed on every child entering kindergarten. These progress reports are forwarded to the Kindergarten teachers to give a snapshot of the child's development and progress in the areas of school readiness. Reflected in the reports is information relating to the child's personal social growth and cognitive development over a period of time. To round out the picture, attendance is reviewed looking at the ratio of days a child is present and absent; as related to the number of days a program operates.

Q69.

#### SCHOOL READINESS PROGRAM INFORMATION

NOTE: All program/site names MUST match the name on the official license (if applicable). See [GP A-03](#) for detailed naming protocol.

#### Q70. PROGRAM APPLICANTS

Complete and upload the FY 18 School Readiness Program Applicant's contact page.

[FY 18 SR Program Applicant's Contact Page](#)

[FY 18 SR Program Applicants Contact Page \(4\).xls](#)

44.5KB

application/vnd.ms-excel

Q50. How does the School Readiness Council recruit new children and families to ensure full utilization of spaces?

**FY 18 SCHOOL READINESS PROGRAM APPLICANTS**

List every application approved for funding by the School Readiness Council within the community allocation for the grant period July 1, 2017 - June 30, 2018. For each applicant, indicate Council decision and scores. The name of the site(s) **MUST** match the name on the license (if applicable).

Site/Sites	Address	Town	Zip	Contact Name	Phone	Score
The Ark Child Development Center Inc.	2030 East Main Street	Waterbury	06705	Bernadette Faulkner	203-757-9917	90
Catholic Charities CDC Inc.	965 South Main Street	Waterbury	06706	Tiffany Hall	203-235-2507	78
Children's Community School	31 Wolcott Street	Waterbury	06702	Ellen Lynch	203-575-0659	86
Children's Center GWHN Inc.	172 Grandview Ave.	Waterbury	06708	Cindy Pirro	203-4378969	78
Children's Village Inc.	545 Boundline Road	Wolcott	06716	Terri Masters	203-879-5300	92
Easter Seals Rehabilitation Center of Greater Waterbury/ Easterseals Children's Academy-East and West Campuses	East Campus- 128 Avenue of Industry and West Campus-22 Tompkins street	Waterbury			203-591-1814x102	
Muriel H. Moore CDC (NOI Inc).	232 North Elm Street	Waterbury	06708	Katie McGinnis		76
Naugatuck Valley Comm-Tech CDC	750 Chase Parkway	Waterbury	06702	RoseMarie McKenzie	203-759-0841	80
Rainbow Academy. Inc.	145 Bucks Hill Road	Waterbury	06708	Abbie Calo	203-569-8604	96
St. Mary's Hospital CDC	100 Jefferson Square	Waterbury	06704	Barbara P. Jones	203-754-7815	81
TEAM - Slocum Center	25 Rumford Street	Waterbury	06706	Marie Monahan	203-709-6385	98
Waterbury Public Schools	236 Grand Street	Waterbury	06704	David Morgan	203-887-4567	98
Greater Waterbury YMCA CDC	136 West Main Street	Waterbury	06702	Darren Schwartz	203-574-8010	99
			06702	Paula Labonte	203-754-9095	98

The School Readiness Council supports the recruitment efforts of individual SR sub-grantees as well as the community wide recruitment efforts put forth by the SR office. A very aggressive marketing and recruitment campaign has been launched to bring publicity and information to the families in the community to make them aware of the availability of School Readiness programs. These efforts have included:

- Advertisement on Local Education Access Channel 16
- EC staff member appeared on Spanish Television "Latino's in Action" to speak to the importance of SR
- 725 SR informational flyers mailed out through the Waterbury Housing Authority
- Flyers distributed on a regular basis to various social service offices such as DSS, DOL, DCF, Boys and Girls Club, Girls Inc., Stay Well Health Center, Planned Parenthood and Waterbury Youth Services etc.
- SR Liaison met with Directors of WDPH to work collaboratively with families of young children
- SR office is regularly involved and present at local information fairs and community rallies
- Collaboration with Faith based organizations
- Working towards creating a SR Facebook page
- Update of local SR website
- Partnership with Bridge to Success and United Way
- Collaboration with the Waterbury Public Schools Early Childhood Program
- Flyers made available to families at the Family Intake Center
- SR Liaison present to "meet and greet" families and register children at WIC office
- SR office has planned on-site registration for families at community housing complexes
- SR flyers posted in Spanish, English and Albanian throughout community
- FRC collaborative
- Outreach through Family and Community Engagement Center (F.A.C.E.)
- In process—using the mobile community BOOK MOBILE to coordinate registration at community sites
- Participation at EC "Family Nights"
- Partnership with local community service organizations such as the Kiwanis Club
- Strong collaborative relationship with Silas Bronson Library—SR office attends all literacy programs scheduled for families

#### Q71. PROGRAM SPACE GRID

Complete and upload the FY 18 School Readiness Program Space Grid.

[FY 18 SR Program Space Grid](#)

[FY 18 SR Program Space Grid.xls](#)

54.5KB

application/vnd.ms-excel

#### Q72. LICENSING AND ACCREDITATION

Complete and upload the FY 18 School Readiness Licensing and Accreditation information page.

[FY 18 SR Licensing and Accreditation](#)

[Program license and NAEYC FY 18-19.xlsx](#)

11.3KB

application/vnd.openxmlformats-officedocument.spreadsheetml.sheet

Q58.

#### EARLY CHILDHOOD PROFESSIONAL REGISTRY (REGISTRY)

[GP A-03](#)

Q60. By checking below you are verifying the following:

- ☐ New applicant - School Readiness Liaison not yet assigned
- ☒ School Readiness Liaison has an account with the Registry
- ☒ School Readiness Liaison has Liaison Access to the Registry
- ☒ School Readiness Liaison verifies that sub-grantees update Registry information EVERY month

Q63. By checking below you are verifying that:

- ☒ School Readiness Liaison is completing a quarterly check of each sub-grantee's education qualifications,

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calls were made to all providers

# Additional attachments

# Additional attached

# of additional slots wanted	
0	
0	
0	
added 2 fd	
added 2 fd	
added 3 fd	
0	
0	
0	
0	
0	
added 1fd	
0	
144 pd	212 sd
0	
0	
0	
0	
0	
0	
added 18 sd	
added 17 sd	
added 2 fd	
0.14	
0.10	
0.19	
0.31	

# LICENSING AND ACCREDITATION / APPROVAL STATUS

The name of the site(s) MUST match the name on the license (if applicable).

SITE	LICENSING				MAEYC STATUS				HEAD START	
	Yes	License Exp. Date	Exempt	Pending	ID#	Certificate exp. Date	3-yr. Window Due Date	Candidacy Date (see MAEYC YEAR 12)	Expected Date of	Yes No
The Ark Child Development Center Inc.	X	1/31/2018	no	no	463216	11/1/2020	11/1/2023			X
The Ark Care and Education Center	X	3/31/2021	no	no	599667	9/1/2020	9/1/2023			X
Catholic Charities Archdiocese of Hartford	X	3/31/2018	no	no	601877	8/1/2021	8/1/2024			X
Children's Center of GWHN	X	2/28/2018	no	no	280513	9/1/2017	9/1/2020			X
Children's Community School	no	exempt	yes	no	536002	5/1/2022	5/1/2025			X
Children's Village Inc. All Kids Child Care Tompkins St. (Easter Seals)	X	6/30/2017	no	no	726345	7/1/2018	7/1/2021			X
All Kids Child Care Avenue of Industries St. (Easter Seals)	X	3/1/2018	no	no	375853	10/1/2020	10/1/2023			X
	X	3/2/2018	no	no	724524	2/1/2019	2/1/2022			X
FRC/Chase School CDC	X	7/31/2018	no	no	280514	9/12/2017	9/12/2020			X
FRC/ Wilson School CDC	X	8/31/2018	no	no	2805414	9/12/2017	9/12/2020			X
Muriel H. Moore CDC	X	10/31/2017	no	no	494179	3/1/2018	3/1/2021			X
Naugatuck Valley Community-Tec Child Dev Cntr.	X	2/28/2021	no	no	80552	2/1/2018	2/1/2021			X
New Horizon Kids Academy LLC	X	9/30/2018	no	no	728751	2/4/2019	2/4/2022			X
Rainbow Academy	X	12/31/2017	no	no	591557	10/1/2020	10/1/2023			X
St. Mary's Hospital CDC	X	6/30/2017	no	no	192125	2/1/2018	2/1/2021			X
TEAM	X	8/30/2019	yes	no						X
Greater Waterbury YMCA CDC	X	1/31/2018	no	no	411159	6/1/2019	6/1/2022			X
Waterbury Public Schools										
Bucks Hill Annex	no	exempt	yes	no	725352	7/1/2020	7/1/2023			X
Gilmartin	no	exempt	yes	no	726344	7/1/2022	7/1/2025			X
Duggan	no	exempt	yes	no	727633	7/1/2019	7/1/2022			X
Jonathan Reed	no	exempt	yes	no	728042	12/1/2020	12/1/2023			X
Carrington	no	exempt	yes	no	728594	6/1/2021	6/1/2024			X

Notice of Award for Head Start. 6/30/2017

and progress toward meeting and maintaining compliance with both NAEYC Accreditation candidacy requirements and the state-legislated education requirements.

Q61. Upload NAEYC Accreditation Candidacy Report

Q64. Upload the Designated QSM Compliance Report

Q40.

### SCHOOL READINESS BUDGET

Applicants must complete the School Readiness Budget Justification Page (tab 1 of the SR Budget Workbook), providing a brief justification for each line item expenditure in the grant budget. The ED114 Budget Page (tab 2 of the SR Budget Workbook) will auto-calculate based on totals from the Budget Justification Page.

An explanation of budget codes can be found here:  
[School Readiness Community Budget Object Codes](#)

Q70. Complete and upload the FY 18 SR Budget Workbook.  
[FY 18 SR Community Budget Workbook](#)

[FY 18 SR Community Budget Workbook \(6\).xls](#)

55.5KB

application/vnd.ms-excel

Q117.

### Community Admin Match

If a community receives more than \$75,000 in admin, there may be a local match of up to \$25,000. If there is a local match, please upload a letter to the OEC indicating a local match and the amount.

Q52. FISCAL AGENT

Fiscal Agency

City of Waterbury

Address

235 Grand St.

City

Waterbury

Zip Code

06702

Federal ID#

06-6001900

Agency Contact Name

Mr. Robert Brenker

Agency Contact E-mail

rbrenker@waterbury.k12.ct.us

## Municipality:

July 1, 2017 to June 30, 2018

Line Items	NARRATIVE		
<b>100</b>	<b>PERSONAL SERVICES</b>	<b>ADMIN</b>	<b>SPACE ALLOCATION</b>
	Administrative Salary (School Readiness Liaison 12 month position)	\$ 85,000.00	
	<b>TOTALS</b>	<b>\$ 85,000.00</b>	
<b>200</b>	<b>PERSONNEL SERVICES / BENEFITS</b>	<b>ADMIN</b>	<b>SPACE ALLOCATION</b>
	School Readiness Liaison partial cost of benefits including partial health ins.	\$ 13,000.00	
	<b>TOTALS</b>	<b>\$ 13,000.00</b>	
<b>300</b>	<b>PURCHASED PROFESSIONAL AND TECHNICAL SERVICES</b>	<b>ADMIN</b>	<b>SPACE ALLOCATION</b>
	<b>TOTALS</b>	<b>\$ -</b>	
<b>500</b>	<b>OTHER PURCHASED SERVICES</b>	<b>ADMIN</b>	<b>SPACE ALLOCATION</b>
			\$ 9,915,756.00
	<b>TOTALS</b>	<b>\$ -</b>	<b>\$ 9,915,756.00</b>
<b>600</b>	<b>SUPPLIES</b>	<b>ADMIN</b>	<b>SPACE ALLOCATION</b>
	Administration supplies to support grant management	\$ 2,000.00	
	<b>TOTALS</b>	<b>\$ 2,000.00</b>	

**FISCAL YEAR 2018**

**ED 114 SCHOOL READINESS BUDGET FORM**

<b>GRANTEE NAME:</b>			
<b>GRANT TITLE:</b>	School Readiness Grant Program	<b>Grant Period:</b>	7/1/2017 to 6/30/2018
<b>Project Title</b>	School Readiness Grant Program	<b>Total Award:</b>	\$ 10,015,756.00
<b>Accounting Classification:</b> Fund 11000 SPID: 16274 Year: 2018 PROG: 83013/83014 CF1: 170002/170003			
<b>CODES</b>	<b>DESCRIPTIONS</b>	<b>Admin Budget</b>	<b>Space Allocation Budget</b>
100	Personal Services Salaries	\$ 85,000.00	
200	Benefits	\$ 13,000.00	
300	Purchased professional and technical services	\$ -	
500	Other purchased services	\$ -	\$ 9,915,756.00
600	Supplies	\$ 2,000.00	
	<b>Subtotals</b>	<b>\$ 100,000.00</b>	<b>\$ 9,915,756.00</b>
		Original Date:	Revised Date:

Q74.

### LOCAL REQUEST FOR PROPOSALS

Each community is required to publicly issue a Local RFP for FY 2018 identifying new or continuing eligible local early care and education providers, which shall provide School Readiness services to eligible children and their families. In its review of these applications, the School Readiness Council must ensure the proposals address all the statutory requirements specifying how the program will meet these requirements and **only submit** those proposals that are complete and in compliance with such requirements.

Each community must provide a copy of the School Readiness Council's scoring summary sheet which includes scores for each local School Readiness program applicant as well as the Council's recommendation for funding.

Agencies with multiple sites may submit one (1) application with the individual sites, spaces, and cost information and include site-specific information for licensing, accreditation, staff grids, program administration and operation pages, budget and justifications, budget attachments, and collaboration agreements.

**Q100. Complete and upload the Local School Readiness RFP Scoring Summary Sheet.**

[Local RFP Scoring Summary Sheet](#)

[Local RFP Scoring Summary Sheet \(3\).docx](#)

17.8KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document

**Q101. Complete and upload every Local Request for Proposal for every sub-grantee (even those not recommended for funding).**

[Local SR RFP FY 18](#)

Local RFP Attachments:

[SR Local Program Data Workbook FY 18](#) (to be e-mailed to your Liaison)

[SR Local Program Budget Workbook FY 18](#) to be e-mailed to your Liaison)

[Local RFP Scoring Packet](#)

Note: Local RFP attachments do not need to be uploaded but should be kept on file at the program.

**Q116. Upload a copy of your community's public notice for the local RFP.**

[LEGAL NOTICE WATERBURY SCHOOL READINESS.docx](#)

12.4KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document

**Q76. Local RFP - Program 1**

[Signed Local RFP Grant review FY 18 Cover Sheets.pdf](#)

1.6MB

application/pdf

**Q78. Local RFP - Program 2**

[Easterseals Children's Academy Waterbury School Readiness RFP 2017.pdf](#)

4MB

## LOCAL SCHOOL READINESS RFP SCORING SUMMARY SHEET

Include every School Readiness program applicant (even those not recommended for funding).

Name of program	Points from Insufficient column	Points from sufficient column	Points from strong column	Total Points	Recommend for Funding	Comments
Waterbury Public Schools		4	95	99	Y	Strong evidence of quality program
TEAM/Slocum		3	95	98	Y	Strong evidence of quality program
ST .Mary's CDC		3	95	98	Y	Excellent work on grant-quality program
GW YMCA		3	95	98	Y	CHEFA-quality program
NVCC		6	90	96	Y	Strong evidence of quality program
Children's Village		12	80	92	Y	High quality program
The Ark		5	85	90	Y	Strong evidence of quality program
Children's Community School		11	75	86	Y	License exempt-sufficient evidence of program performance
Rainbow Academy		21	60	81	Y	Sufficient evidence of program performance
Muriel Moore NOI	-10		90	80	Y	Incomplete submission of grant Sufficient evidence of program performance
Children's Center GWHN		3	75	78	Y	CHEFA Sufficient evidence of program performance
Catholic Charities	-10	3	85	78	Y	Incomplete submission of grant Sufficient evidence of program performance
Easter Seals East/West		16	60	76	Y	CHEFA Sufficient evidence of program performance
FRC's Chase/Wilson		6	70	76	N	Grant review indicated that some answers were not very clear also Some answers had a poor correlation to question
New Horizon Kid's Academy		6	60	66	N	Applicant left question unanswered Lack of evidence of ALL QSM staff In process of NAEYC accreditation

**LEGAL NOTICE WATERBURY SCHOOL READINESS (WSR) 30-B CHURCH ST. WATERBURY, CT 06702**

LEGAL NOTICE WSR 30-B CHURCH ST. WATERBURY, CT 06702 REQUEST FOR PROPOSALS, SCHOOL READINESS AND EARLY CHILDHOOD PROGRAMS, as the Office of Waterbury School Readiness invites licensed center-based child care programs to submit a Request for Proposal application for the greater Waterbury area School Readiness Grant Program. If you are a licensed center-based program caring for 3 and 4-year-old children residing in the community, then you may be eligible to apply for School Readiness funds. WSR will receive applications from programs at the Office of Early Childhood, 30-B Church St. Waterbury, CT 06702. PLEASE NOTE WSR WILL HOLD A MANDATORY SCHOOL READINESS BIDDERS' MEETING ON Tuesday, March 21<sup>st</sup> 2017, at 3:00 P.M. at WSR Office of Early Childhood, 30-B Church St. Waterbury, CT 06702. Request for Proposal applications will be available at that time. Detailed instructions in how to submit an application will be provided at the mandatory session on March 21<sup>st</sup> 2017. WSR reserves the right to reject any and all applications submitted after the deadline. Incomplete or late applications will not be accepted. Please contact Shiroon Hickox or Marie Klein at 203-573-6684 with questions. Proposals should be hand delivered to Shiroon Hickox or Marie Klein at the WSR Office of Early Childhood, 30-B Church St. Waterbury, CT 06702

# Waterbury School Readiness

## FY 18 Local RFP

I, Heather Whitehouse attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Heather Whitehouse  
Signature

4/28/17  
Date

Marie M. Klein

Marie M. Klein  
Interim School Readiness Liaison

4-28-17  
Date

Catholic Charities

# Waterbury School Readiness

## FY 18 Local RFP

I Clivel Chortta attest that this application was reviewed, scored, and is found to be in  
Peggy O'Brien - Collaborated  
compliance with the School Readiness requirements.

Clivel Chortta  
Signature

4-28-17  
Date

Peggy O'Brien

Marie M. Klein  
Marie M. Klein

4-28-17  
Date

Interim School Readiness Liaison

New Horizon Academy

# Waterbury School Readiness

## FY 18 Local RFP

I K. Durante attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

K. Durante  
Signature

4/27/17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4/27/17  
Date

The Ark

# Waterbury School Readiness

## FY 18 Local RFP

I Peggy O'Brien attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Peggy O'Brien  
Signature

4-27-17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4-27-17  
Date

TEAM INC.

# Waterbury School Readiness

## FY 18 Local RFP

I, Heather Whitehouse attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Heather Whitehouse  
Signature

4/27/17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4-27-17  
Date

# Waterbury School Readiness

## FY 18 Local RFP

I KAREN HARVEY attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Karen Harvey  
Signature

4/28/17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4-28-17  
Date

EASTER SEALS

# Waterbury School Readiness

## FY 18 Local RFP

I Peggy O'Brien attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Peggy O'Brien  
Signature

4-28-17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4-28-17  
Date

FRC  
Chase/Wilson

# Waterbury School Readiness

## FY 18 Local RFP

I Clive Charlton attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Clive Charlton  
Signature

4/28/17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4-28-17  
Date

Rainbow Academy

# Waterbury School Readiness

## FY 18 Local RFP

I, Heather Whitehouse attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Heather Whitehouse  
Signature

4/28/17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4-28-17  
Date

Chelton's Community School

# Waterbury School Readiness

## FY 18 Local RFP

I Peggy O'Brien attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Peggy O'Brien  
Signature

4-28-17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4-28-17  
Date

St. Mary's Hospital Child Dev. Center.

# Waterbury School Readiness

## FY 18 Local RFP

I, Heather Whitehouse attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Heather Whitehouse  
Signature

4/28/17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4/28/17  
Date

Nvcc

# Waterbury School Readiness

## FY 18 Local RFP

Kris Durante attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Kris Durante

Signature

4/27/17

Date

Marie M. Klein

Marie M. Klein

Interim School Readiness Liaison

4-27-17

Date

Children's Center of GWHN

# Waterbury School Readiness

## FY 18 Local RFP

I Angela Holmes attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Angela Holmes  
Signature

4/27/17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4-27-17  
Date

Children Village

# Waterbury School Readiness

## FY 18 Local RFP

I Karen W. Haruo attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Karen W. Haruo  
Signature

4/28/17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4.28.17  
Date

EASTER SEALS

# Waterbury School Readiness

## FY 18 Local RFP

I, Deborah Whitehouse attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Deborah Whitehouse  
Signature

4/27/17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4-27-17  
Date

New Opportunities

# Waterbury School Readiness

## FY 18 Local RFP

I Peggy O'Brien attest that this application was reviewed, scored, and is found to be in compliance with the School Readiness requirements.

Peggy O'Brien  
Signature

4-27-17  
Date

Marie M. Klein  
Marie M. Klein  
Interim School Readiness Liaison

4-27-17  
Date

ymca

Q80. Local RFP - Program 3

[FY18 Catholic Charities CDC SR Grant.PDF](#)

2MB

application/pdf

Q82. Local RFP - Program 4

[TEAM - Slocum Center RFP #5748 17-19.pdf](#)

8.3MB

application/pdf

Q83. Local RFP - Program 5

[St. Mary's Hospital Child Development Center RFP5748 Waterbury2.pdf](#)

5.7MB

application/pdf

Q84. Local RFP - Program 6

[Children's Community School Grant FY 18.zip](#)

2.6MB

application/x-zip-compressed

Q85. Local RFP - Program 7

[Children's Village Grant FY 18.zip](#)

3.8MB

application/x-zip-compressed

Q86. Local RFP - Program 8

[2017-2018 YMCA SR RFP \(minus handbook\).pdf](#)

4.6MB

application/pdf

Q87. Local RFP - Program 9

[New Horizon Kids Academy Waterbury CT Complete 2017\\_2018 SR RFP r1.pdf](#)

12.3MB

application/pdf

Q88. Local RFP - Program 10

[Waterbury Public Schools School Readiness Grant 2017-2019 RFP 5748 FINAL.pdf](#)

12.5MB

application/pdf

Q89. Local RFP - Program 11

[Sec 1-Ark Child Development Center RFP 2017-19- -Pgs 1-22 r1.pdf](#)

9.6MB

application/pdf

Q90. Local RFP - Program 12

[RFP 5748 Chase-Wilson FRC pages 1-103 r2.pdf](#)

13.4MB

application/pdf

Q91. Local RFP - Program 13

[Naugatuck Valley Comm-Tech College Child Dev CTR Waterbury SCHOOL READINESS GRANT PROGRAM RFP FY 17-18.pdf](#)

9.4MB

application/pdf

Q92. Local RFP - Program 14

[NOI SR Bid 5748 FY 18 Submission.pdf](#)

2.6MB

application/pdf

Q93. Local RFP - Program 15

[RFP5748- Childrens Center Gr. Waterbury Health Network pages 1-67 r1.pdf](#)

13MB

application/pdf

Q94. Local RFP - Program 16

[Rainbow Academy Grant FY 18-19 - Copy.pdf](#)

12.5MB  
application/pdf

Q95. Local RFP - Program 17

Q96. Local RFP - Program 18

Q97. Local RFP - Program 19

Q98. Local RFP - Program 20

Q39.

#### QUALITY ENHANCEMENT

**Purpose:** The OEC shall establish a program, within available appropriations, to provide on a competitive basis supplemental quality enhancement (QE) grants to providers of School Readiness programs pursuant to C.G.S. Sections 10-16p and 10-16u to enhance the quality of early childhood education programs. School Readiness programs in Priority School Readiness districts, and Competitive School Readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding.

The purpose of the Quality Enhancement funding is to assist early care and education programs in addressing quality standards and/or expand comprehensive services for children and families. C.G.S. Section 17b-749c identifies the following as appropriate use of grant funds:

1. Help providers who are not accredited by the NAEYC to obtain such accreditation;
2. Help directors and administrators to obtain training;
3. Provide comprehensive services, such as enhanced access to health care, a health consultant, a mental health consultant, nutrition, family support services, parent education, literacy and parental involvement, and community and home outreach programs; and provide information concerning access when needed to a speech and language therapist;
4. Purchase educational equipment;
5. Provide scholarships for training to obtain a credential in early childhood education or child development;
6. Provide training for persons who are mentor teachers, as defined in federal regulations for the Head Start program, and provide a family service coordinator or a family service worker as such positions are defined in such federal regulations;
7. Repair fire, health and safety problems in existing facilities and conduct minor remodeling to comply with the Americans with Disabilities Act; train child care providers on injury and illness prevention; and achieve compliance with national safety standards;
8. Create a supportive network with family day care homes and other providers of care for children;
9. Provide for educational consultation and staff development;
10. Provide for program quality assurance personnel;
11. Provide technical assistance services to enable providers to develop child care facilities pursuant to C.G.S. Sections 17b-749g, 17b-749h and 17b-749i;
12. Establish a single point of entry system; and
13. Provide services that enhance the quality of programs to maximize the health, safety and learning of children from birth to three

years of age, inclusive, including, but not limited to, those children served by informal child care arrangements. Such grants may be used for the improvement of staff to child ratios and interaction, initiatives to promote staff retention, pre-literacy development, parent involvement, curriculum content and lesson plans.

**Priorities for Funding:** This grant should not duplicate program accreditation or training activities that are generally available at the local or regional level. Additionally, funds cannot be used for increasing staff salaries or for administrative or planning functions. This section of funding is based upon availability of funds. The plan must align with the purpose of the funding (above).

**Funds Available:** The OEC anticipates that a total amount of \$892,955 will be available between July 1, 2017 and June 30, 2018. All grants shall be funded within the limits of available appropriations. The table below details the proposed allocations for the Priority School Readiness municipalities.

<b>Municipality</b>	<b>Grant Award</b>		<b>Municipality</b>	<b>Grant Award</b>
Andover	3,881		Milford	3,881
Ansonia	6,447		Naugatuck	3,881
Ashford	3,881		New Britain	39,928
Bloomfield	8,035		New Haven	81,386
Branford	3,881		New London (LEARN)	17,226
Bridgeport	101,074		North Canaan	3,881
Bristol	18,756		Norwalk	37,688
Brooklyn	3,881		Norwich	20,120
Canterbury	3,881		Plainfield	3,881
Chaplin	3,881		Plainville	3,881
Colchester	3,881		Plymouth	3,881
Coventry	3,881		Putnam	6,447
Danbury	24,889		Scotland	3,881
Derby	3,881		Seymour	3,881
Eastford	3,881		Shelton	3,881
East Hartford	21,242		Sprague	3,881
East Haven	3,881		Stafford	3,881
Ellington	3,881		Stamford	48,970
Enfield	3,881		Sterling	3,881
Greenwich	3,881		Stratford	3,881
Griswold	3,881		Thomaston	3,881
Groton	3,881		Thompson	3,881
Hamden	3,881		Torrington	3,881
Hampton	3,881		Vernon	3,881
Hartford	112,523		Voluntown	3,881
Hebron	3,881		Waterbury	75,641
Killingly	3,881		West Hartford	3,881
Lebanon	3,881		West Haven	24,973
Ledyard	3,881		Winchester	3,881
Lisbon	3,881		Windham	13,963
Manchester	3,881		Windsor	3,881

Mansfield	3,881		Windsor Locks	3,881
Meriden	28,337		Wolcott	3,881
Middletown	19,023		<b>TOTAL</b>	<b>\$892,955</b>

Q102.

#### QUALITY ENHANCEMENT (QE) INDIVIDUAL VENDOR REQUESTS FOR PROPOSAL

Each community is required to publicly issue a QE RFP for FY 2018 to identify eligible local vendors to provide School Readiness quality enhancement services to local School Readiness providers.

**Requirement:** The QE RFP is for use when soliciting applications for projects. The general public must be notified of the opportunity to bid. Include a copy of the public notice with this application. The School Readiness Council will collect, review and score the application(s).

The School Readiness Council must ensure that all local procurement processes are followed.

[QE Individual Vendor RFP FY 18](#)

[QE Individual Vendor Budget Workbook FY 18](#) (to be e-mailed to your Liaison)

\*QE Individual Vendor Budget Workbook(s) do not need to be uploaded but should be kept on file at the program.

Q109. Upload a copy of your community's public notice for the QE Individual Vendor RFP.

[WATERBURY SCHOOL READINESS LIST SERVICE NOTICE.docx](#)

13.6KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document

Q103. Local QE - Approved Vendor 1

[May 5 QE vendor letter.docx](#)

14.7KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document

Q104. Local QE - Approved Vendor 2

Q105. Local QE - Approved Vendor 3

Q59.

#### QUALITY ENHANCEMENT BUDGET

Using the QE budget workbook provided, indicate how the funds will be expended through June 30, 2018. There are no administrative, indirect costs or carryover funds allowed. The fiscal agent may request funds through the online prepayment grant system.

**WATERBURY SCHOOL READINESS GRANT PROGRAM**  
**OPEN BID PROCESS FOR**  
**JULY 1,2017- June 30, 2018 FISCAL YEAR**

**The City of Waterbury is making available a Request for Proposal (RFP):**

The Office of Waterbury School Readiness invites licensed center-based child care programs to submit a Request for Proposal application for the greater Waterbury area School Readiness Grant Program. If you are a licensed, accredited, center-based program caring for 3 and 4-year-old children residing in the community, then you may be eligible to apply for School Readiness funds.

**Quality Enhancement Grant Request for Proposal:**

The Quality Enhancement Grant Program local Request for Proposal (RFP) is available for the July1, 2017-June 30, 2018 fiscal year. The purpose of the Quality Enhancement Grant is to provide funding for programs in Waterbury that focus on education and early care that address quality standards and /or expand comprehensive services for children and families.

**Application Process:** Programs interested in participating in the Request for Proposal (RFP) open-bid process for the School Readiness Grant and/or the Quality Enhancement Grant Program please contact Shiroom Hickox ([shickox@waterbury.k12.ct.us](mailto:shickox@waterbury.k12.ct.us)) or Marie Klein ([mklein@waterbury.k12.ct.us](mailto:mklein@waterbury.k12.ct.us)). Request for Proposals must be submitted electronically and are due no later than 12:00 P.M. April 24, 2017.

Marie M. Klein  
Interim School Readiness Liaison  
Office of Early Childhood  
30-B Church St.  
Waterbury, CT 06702  
(203) 573-6684

WSR will receive applications from programs at the Office of Early Childhood, 30-B Church St. Waterbury, CT 06702.

**(WSR) 30-B CHURCH ST. WATERBURY, CT 06702**

LEGAL NOTICE WSR 30-B CHURCH ST. WATERBURY, CT 06702 REQUEST FOR PROPOSALS, SCHOOL READINESS AND EARLY CHILDHOOD PROGRAMS, as PLEASE NOTE WSR WILL HOLD A MANDATORY SCHOOL READINESS BIDDERS' MEETING ON Tuesday, March 21<sup>st</sup>, 2017, at 3:00 P.M. at WSR Office of Early Childhood, 30-B Church St. Waterbury, CT 06702. Request for Proposal applications will be available at that time. Detailed instructions in how to submit an application will be provided at the mandatory session on March 21<sup>st</sup>, 2017. WSR reserves the right to reject any and all applications submitted after the deadline. Incomplete or late applications will not be accepted. Please contact Shiroon Hickox or Marie Klein at 203-573-6684 with questions. Proposals should be hand delivered to Shiroon Hickox or Marie Klein at the WSR Office of Early Childhood, 30-B Church St. Waterbury, CT 06702

May 5, 2017

In accordance with the City of Waterbury's Ordinance Policies and Procurement Procedures, QE vendors are not approved **prior** to the approval of the School Readiness Grant.

The Quality Enhancement budget submitted is reflective of the *proposed* Professional Development Activities and line item expenditures to be put in place once the School Readiness Grant is approved and/or endorsed by all local officials including City Corporation Council.

A QE RFP was publically issued which did identify eligible local vendors who expressed an interest in providing services to the School Readiness program.

The following vendors submitted complete QE RFP's by the set deadline:

- Peg Oliveira  
Executive Director of Gesell Institute of Child Development  
New Haven, CT
- Sue Vivian and ShawnMarie Dumond  
Early Childhood Consultants  
Bristol, CT  
Plantsville, CT
- Darlene Ragozzine  
Former Director of Charts-A-Course  
Early Childhood Consultant

Letters of Interest:

- Mary Stone  
Center for Excellence in Developmental Disabilities/UCONN Health
- Gayle van Dijk  
West Haven Child Development Center  
Education Consultant

Respectfully Submitted:

Marie Klein

Interim School Readiness Liaison

**Q60. Complete and upload the FY 18 QE Approved Vendor Summary Budget Workbook (summary of all vendor budgets).**  
[QE Approved Vendor Summary Budget Workbook FY 18](#)

Applicants must complete the Quality Enhancement Budget Justification Page (tab 1 of the QE Budget Workbook), providing a justification for each line item expenditure proposed in the grant budget. The ED114 Budget Page (tab 2 of the QE Budget Workbook) will auto-calculate based on totals from the Justification Page.

An explanation of budget codes can be found here:  
[Quality Enhancement Budget Object Codes](#)

[QE APPROVED VENDOR SUMMARY BUDGET WORKBOOK \(2\).xls](#)

73.5KB

application/vnd.ms-excel

**Q58. Statement of Need, Goals and Indicators:** Describe the need for the proposed activities, the intended goals and the indicators of achievement that will be used to measure the success of the activity.

Complete and upload the Statement of Need, Goals and Indicators of Progress Form.

[FY 18 QE Summary of Needs, Goals and Indicators of Progress Form](#)

[Summary of needs r1.pdf](#)

172.5KB

application/pdf

Q53.

**STATEMENT OF ASSURANCES**  
CONNECTICUT OFFICE OF EARLY CHILDHOOD  
STANDARD STATEMENT OF ASSURANCES  
GRANT PROGRAMS

**Review Statement of Assurances**

[Statement of Assurances</](#)

Q71.

**Complete and upload the School Readiness Statement of Assurances Signature Page.**

**The page must ALSO be submitted in hard-copy format with original signatures by the RFP deadline.**

[Statement of Assurances Signature Page](#)

[Signature Pg. Submission letter -FY'18.docx](#)

13.4KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document

Q55.

**AFFIRMATIVE ACTION CERTIFICATE**

**CERTIFICATION THAT CURRENT AFFIRMATIVE ACTION PACKET IS ON FILE**

According to the Connecticut Commission on Human Rights and Opportunities (CHRO) municipalities that operate school districts and also file a federal and/or state Affirmative Action Plan(s) are exempt from the requirement of filing an Affirmative Action Plan with the Connecticut State Department of Education. **Agencies with an Affirmative Action Plan on file need to certify such by signing the statement below.**

\*\*\*All totals in budget justification page are linked to the ED114 budget form and will auto-calculate\*\*\*

July 1, 2017 to June 30, 2018

C:\Users\mklein\Downloads\QE\_APPROVED\_VENDOR\_SUMMARY\_BUDGET\_WORKBOOK 2

\*\*\*All totals in budget justification page are linked to the ED114 budget form and will auto-calculate\*\*\*

July 1, 2017 to June 30, 2018

C:\Users\mklein\Downloads\QE\_APPROVED\_VENDOR\_SUMMARY\_BUDGET\_WORKBOOK\_2

**FISCAL YEAR 2018  
ED 114 BUDGET FORM**

City of Waterbury School Readiness

GRANTEE NAME:		Grant Period:	
School Readiness Quality Enhancement Grant		7/1/2017 to 6/30/2018	
GRANT TITLE:	School Readiness Quality Enhancement	Total Award:	\$ 75,641.00
Accounting Classification: Fund: 11000 SPID: 17097 Year: 2018 PROG: 82079 CFI: 170018/170035			
CODES	DESCRIPTIONS	ANNUAL	
111a	Non-Instructional (Administrative/Supervisor Salaries/Clerical/Other)	\$	-
111b	Instructional	\$	-
200	Benefits	\$	-
320	Professional Education Services	\$	36,500.00
321	Tutors	\$	-
322	In-service	\$	25,999.00
323	Pupil Services	\$	-
324	Field Trips	\$	-
325	Parent Activities	\$	-
330	Employee Training and Development Services	\$	-
340	Other Professional Technical Services	\$	-
400	Purchased Property Services	\$	-
500	Other Purchased Services	\$	-
600	Supplies	\$	13,142.00
700	Property	\$	-
	<b>TOTAL</b>	<b>\$</b>	<b>75,641.00</b>

Original Date:

Revised Date:

# **FY 18 QUALITY ENHANCEMENT** **STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

**Town:** Waterbury    **Contractor:** To be determined by City Procurement Process after funds are awarded

**Activity and Activity Description:** *Supporting Children with Challenging Behaviors*

Training to support teachers and administrators who meet with children who display challenging behaviors in their classrooms and programs.

**Expected Cost:**

1 full day workshop and 1(one) .5 follow up session. Total Cost:\$5,000.00

**Possible Resources:**

Experienced presenters knowledgeable in understanding the challenges of children with adverse behaviors  
Relevant resource materials regarding current research on successful strategies to de-escalate challenging behaviors  
Space for PD to be provided by Waterbury School Readiness Network

**Population (number of children, staff, and programs served by this activity:**

Population and programs to be served will be decided in consultation with the W- School Readiness Council and the School Readiness Liaison.

**Statement of Need:**

A common thread of concern has been identified through monitoring visits as well as concerned calls by teachers and directors of School Readiness programs regarding an upsurge of children who are exhibiting very challenging behaviors on a regular basis. These incidents of physical/verbal aggression, noncompliance, defiance, disruptive performances, destruction of property and withdrawal interfere with or are at risk if interfering with optimal learning or engagement in positive social interactions. A workshop that will provide a toolkit of strategies, targeted supports and interventions that backs up to evidence based framework can not only help support teachers but students and families as well.

**Goals:**

- to establish fidelity of implementation of evidence based practices to provide support that leads to positive outcomes for children, families, providers and programs
- to recognize a need for a continuum of services both direct (program based) and indirect (community based)
- to compile a toolkit of strategies, supports and interventions that can be used to de-escalate challenging behaviors

**Indicators of Progress:**

- A decrease in the number of challenging behaviors
- increased number of positive outcomes from using strategies from toolkit
- a higher percentage of children who appear happy and calm
- a quick return to non-aggressive behaviors by using de-escalation techniques

**Grant Objectives Addressed:**

The objective is to inform ECE/SR staff of evidenced based practices that can fill a classroom toolkit with strategies, supports and intervention techniques that will help de-escalate challenging behaviors exhibited by young children and to be able to share this information with families as well.

**Plan for Activity Evaluation:**

- pre and post data collection
- charting and graphing of incidents of decreased behaviors
- development and review of individual action plans that reflect EBP that targets reduction of a challenging behaviors

# **FY 18 QUALITY ENHANCEMENT** **STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

**Town:** Waterbury    **Contractor:** To be determined by City Procurement Process after funds are awarded

**Activity and Activity Description:** Consultation and Coaching to teachers to support Best Practices  
Consultation support to classroom and program teachers to support quality improvement plans.

**Expected Cost:**

10 hours/month for 10 months --\$125/hour Total Cost: \$12,500

**Possible Resources:**

Experienced coach who exhibits knowledge of CTEDLS and who is successful in planning and structuring program content to help children meet the demands required for kindergarten.

**Population (number of children, staff, and programs served by this activity):**

Population and programs to be served will be decided in consultation with the W- School Readiness Council and the School Readiness Liaison.

**Statement of Need:**

In order to satisfy the School Readiness Grant Request for Proposal (RFP) requirements, there must be evidence of sound curriculum in programs. Learning expectations for children as well as the teaching strategies that support all children across varying levels of development and the setting in which these experiences are going to occur must be clearly apparent. Programs who require technical assistance to achieve quality expectations can be supported by the expertise of an experienced coaching consultant.

**Goals:**

- to provide educational consultation
- to help programs develop quality teaching content
- to help structure curriculum content to align with the rigors of kindergarten
- to provide feedback to teachers regarding learning expectations and teaching strategies

**Indicators of Progress:**

- Feedback from teachers, directors and educational consultants on program progress
- Improved monitoring reports

**Grant Objectives Addressed:**

- The provide consultation support to classroom and programs
- To provide support to teachers to address quality improvement plans

**Plan for Activity Evaluation:**

- Self-evaluation forms given to teachers
- Feedback from educational consultants on the needs of the program and staff
- review of Monitoring report and development of improvement plan if necessary

# **FY 18 QUALITY ENHANCEMENT** **STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b>Town:</b> Waterbury <b>Contractor:</b> To be determined by City Procurement Process after funds are awarded	
<b>Activity and Activity Description:</b> <i><u>Literacy Support and assessment of Preschool children using Foundations Program</u></i>	
<b>Expected Cost:</b> Training to be provided to those not included in the pilot program      Total Cost: \$4,000.00	
<b>Possible Resources:</b> Source: Wilson Language Credentialed Trainer	
<b>Population (number of children, staff, and programs served by this activity):</b> Teachers funded in 12 school readiness community based programs who have not completed the 2 pilot program sessions.	
<b>Statement of Need:</b> To provide training in a multi-sensory, structured language program which provides research based materials and strategies essential to a comprehensive pre-reading and handwriting program which will lay the ground work for life long literacy. (Wilson Foundations)	
<b>Goals:</b> -to align instruction with the Core Standards necessary for literacy success in preschool age children	
<b>Indicators of Progress:</b> -increased literacy scores by 50% over baseline -reduced numbers of referrals for support	
<b>Grant Objectives Addressed:</b> To provide a comprehensive, structured multi-tiered literacy program that will enhance a full range of pre-literacy skills in preschool age children.	
<b>Plan for Activity Evaluation:</b> -baseline data collection by staff -progress monitoring -shared data on children's progress -early identification for those children who require early intervention support	

# **FY 18 QUALITY ENHANCEMENT STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b>Town:</b> Waterbury <b>Contractor:</b> To be determined by City Procurement Process after funds are awarded
<b>Activity and Activity Description:</b> <u>Learning Outcomes</u> A series of 5 scaffolding Professional Development sessions focused on 1. Intentional Teaching 2. Positive Interactions 3. Classroom Management 4. Effective Parent/Child Communication, Kindergarten Transition
<b>Expected Cost:</b> Five (5) 2 hour sessions \$400.00/session <b>Total Cost:</b> \$2000.00
<b>Possible Resources:</b> Experienced presenter(s) knowledgeable in PAF, CELDS and also possesses the qualifications to present information that would translate to a quality delivery system. Space for PD to be provided by Waterbury School Readiness Network
<b>Population (number of children, staff, and programs served by this activity):</b> Population and programs to be served will be decided in consultation with the W- School Readiness Council and the School Readiness Liaison.
<b>Statement of Need:</b> To meet the request of teachers and preschool staff to provide a variety of professional development support that identifies the indicators that enhance the quality of programs and produce a positive outcome for all preschool children. The inclusion of individual consultation and coaching through Professional Development will be provided to extend the learning process.
<b>Goals:</b> -Teachers will gain a deeper understanding and knowledge of the cycle of Intentional Teaching -Understand how Positive Interactions can enhance children's learning -Create a classroom management toolkit with strategies that will assist with learning and behaviors -Recognize how to communicate with parents in a helpful, constructive way -Plan and develop a continuum of transition activities to support child developmentally, culturally and appropriately for the transition to Kindergarten
<b>Indicators of Progress:</b> -the sharing of goals and expectations that support children to progress positively in the domains identified in the CELDS -collaborative work sessions with a focus on shared techniques to establish positive interactions in classrooms -the identification of classroom management strategies that conclusively produced change in the classroom reducing the overall number of negative behaviors -successful events that involved activities focused on family engagement -purposeful transition planning that helps parents and children with the transition process to kindergarten
<b>Grant Objectives Addressed:</b> The identification of indicators that enhance program quality including parent involvement, positive childhood outcomes and appropriate transition plans.
<b>Plan for Activity Evaluation:</b> -the collection and sharing of data around the increase of student performance -the sharing of multiple strategies used to show an increase in positive interactions -a calendar of planned events for parent engagement -evidence of the development of a clear and concise plan to make a smooth transition to kindergarten for children and parents

**FY 18 QUALITY ENHANCEMENT**  
**STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b>Town:</b> Waterbury <b>Contractor:</b> To be determined by City Procurement Process after funds are awarded
<b>Activity and Activity Description:</b> <u>Monitoring of School Readiness Classrooms and Center Based Programs</u>
<b>Expected Cost:</b> Total Cost: \$5000.00 to support and enhance program quality in our Community Based Agencies (CBA's)
<b>Possible Resources:</b> Experienced consultant who is familiar with the 11 quality components set forth by OEC for fiscal and program monitoring
<b>Population (number of children, staff, and programs served by this activity:</b> All programs and WPS classrooms identified that are determined as School Readiness sites upon determination of awarded funds.
<b>Statement of Need:</b> To meet the requirements of GP C-01 regarding the monitoring of the 11 quality components set forth from OEC and to conduct site visits
<b>Goals:</b> To help providers, teachers and directors of programs keep in compliance with all School Readiness grant regulations and develop action plans as appropriate
<b>Indicators of Progress:</b> -Positive outcomes and results based on Monitoring reports -decrease in the incident rates being reported
<b>Grant Objectives Addressed:</b> That all 11 quality components as identified by OEC are met and programs remain in compliance through regular site monitoring visits.
<b>Plan for Activity Evaluation:</b> -conduct regular site monitoring visits -development of improvement plans as needed -individual consultation sessions to discuss results of monitored site visits -coaching support provided by consultant to teachers who require additional technical assistance and program enhancement assistance

# **FY 18 QUALITY ENHANCEMENT STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b>Town:</b> Waterbury <b>Contractor:</b> To be determined by City Procurement Process after funds are awarded
<b>Activity and Activity Description:</b> <u>NAEYC ACCREDITATION and RE-ACCREDITATION</u> support
<b>Expected Cost:</b> ECERS assessments- 4 programs@ \$500.00—Cost: \$2,000 NAEYC fees for annual report submissions, portfolio updating, development activities—Cost: \$10,500 SCHOLORSHIP registration fees for off-site Professional Development training—Cost: \$3,000 Total Cost: \$15,500
<b>Possible Resources:</b> -State approved ECERS rater, -technical support for NAEYC as needed -Publicized Professional Development opportunities from various sources including CT OEC, Listserv, CAEYC etc.
<b>Population (number of children, staff, and programs served by this activity):</b> Those programs/sites that are identified to be in need of NAEYC accreditation or re-accreditation to remain in compliance with Licensing. Also, any accredited program who desire an ECERS to be completed on their program for the benefit of program improvement.
<b>Statement of Need:</b> All School Readiness funded sites continue to work to meet and/or maintain NAEYC quality standards.
<b>Goals:</b> To help providers who are accredited by the National Association for the Education of Young Children to maintain accreditation through reaccreditation, outside consultation support for program enhancement and materials for classrooms to meet NAEYC standards.
<b>Indicators of Progress:</b> -Intermittent reports of programs on progress towards accreditation and re-accreditation -Favorable review of documentation on progress at monitoring visits
<b>Grant Objectives Addressed:</b> To provide support to programs for quality assurance and to meet the mandated standards necessary for accreditation and re-accreditation.
<b>Plan for Activity Evaluation:</b> -Obtainment of NAEYC accreditation or maintenance of accreditation through the re-accreditation process -NAEYC reports regarding scores -reports indicating compliance to standards as well as program strengths and identified areas of improvements -ECERS assessment scores of classrooms

# **FY 18 QUALITY ENHANCEMENT** **STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

**Town:** Waterbury    **Contractor:** To be determined by City Procurement Process after funds are awarded

**Activity and Activity Description:** Curriculum support in the area of Numeracy/Math  
Professional training and support for teachers and providers in the area of math development

**Expected Cost:**

1 Full day @ \$3,000      Total Cost: \$3,000.00

**Possible Resources:**

Experienced and knowledgeable trainer/presenter who is able to present developmentally appropriate and evidenced based curriculum material to ensure numeracy advancement and success in young children.  
Materials required to support teachers and providers.

**Population (number of children, staff, and programs served by this activity):**

Population and programs to be served will be decided in consultation with the W- School Readiness Council and the School Readiness Liaison

**Statement of Need:**

Math/numeracy is a curriculum area that is desired area of focus for Professional Development. Math, being one of the identifiers for any STEM program, requires support beginning at an early age. Literacy has been the focus of attention consistently, however math carries equal weight. Providers and teachers have indicated a need for programs to support curriculum development in the area of math to allow youngsters the same age appropriate advantage for being prepared for the transition to a rigorous Kindergarten math program.

**Goals:**

- children will make considerable gains in the area of numeracy skills
- children will be exposed to the continuum of math standards that will be needed for kindergarten
- programs/classrooms will provide a math rich center environment

**Indicators of Progress:**

- growth over baseline on math assessment scores
- lessons are intentionally planned around math activities
- at the end of year, assessments will indicate that children are ready to be successful in the Kindergarten math curriculum

**Grant Objectives Addressed:**

To provide a rich and challenging math/numeracy program whose scope and sequence will extend from beginning of the school year to the end of the school year with focus on numeracy and those skills young children will need to acquire and that are required to be successful in Kindergarten.

**Plan for Activity Evaluation:**

- math assessment scores
- teacher observation and interpretation of data collected to reflect an increase in child math/numeracy knowledge
- assessment of pre/post baseline data

# **FY 18 QUALITY ENHANCEMENT** **STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b>Town:</b> Waterbury <b>Contractor:</b> To be determined by City Procurement Process after funds are awarded
<b>Activity and Activity Description:</b> <u>Understanding Social Emotional Competencies in Young Children</u> Training to support teachers and administrators who meet with children who display Social-Emotional concerns in their classrooms and programs
<b>Expected Cost:</b> Two (2) full day training sessions    Total Cost: \$6,000
<b>Possible Resources:</b> Experienced presenters knowledgeable in understanding social emotional learning competencies in preschool age children. Relevant resource materials regarding current research on social-emotional learning. Space for PD to be provided by Waterbury School Readiness Network
<b>Population (number of children, staff, and programs served by this activity):</b> Population and programs to be served will be decided in consultation with the W- School Readiness Council and the School Readiness Liaison
<b>Statement of Need:</b> Teachers and administrators have a growing frustration as to how to address the needs of children in the area of social-motional growth. More and more indicators point to young children's inability to make friends, show anger in a healthy way, figure out how to solve conflicts peacefully, show empathy, waiting patiently, follow rules, and enjoy being in the company of others. All of these qualities, and more, describe the arc of healthy social-emotional development. It is well known that young children develop these abilities in small steps over time. There is increasing evidence that many of our preschool children are lacking in some of these qualities. The desire is to acquire a framework that will address how teachers can help youngsters understand their emotions and develop the skills necessary to grow socially through language and play.
<b>Goals:</b> -to teach children the necessary skill building techniques for language acquisition to describe feelings, turn taking, sharing and building social relationships (making friends)
<b>Indicators of Progress:</b> -center based play groups involve turn taking and sharing across individuals -children are using descriptive language to denote feelings rather than through inappropriate actions -children use language that suggests they are engaged in friendships with peers
<b>Grant Objectives Addressed:</b> To increase the social emotional competencies, displayed in healthy and positive ways, in preschool aged children
<b>Plan for Activity Evaluation:</b> -identify goals for classrooms of desired behaviors -review procedures and activities to enhance social emotional development through individual consultation sessions with coach/consultant -share results and outcomes through collaborative meetings with colleagues

# **FY 18 QUALITY ENHANCEMENT** **STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b>Town:</b> Waterbury	<b>Contractor:</b> To be determined by City Procurement Process after funds are awarded
<b>Activity and Activity Description:</b> <u><i>Trauma and its Impact on Preschool Age Children</i></u> Training to support ECE/SR teachers and administrators to recognize the impact that trauma, at an early age, has on learning in preschool age children.	
<b>Expected Cost:</b> Three (3) full day training sessions and one (1) half day follow up session that aligns with district training in the area of trauma impact on young children. Total Cost: \$ 9,950.00	
<b>Possible Resources:</b> Experienced presenters knowledgeable in understanding the impact that early trauma has on learning competencies in preschool age children. Relevant resource materials regarding current research on successful scaffolding strategies to help teachers increase learning competencies in preschool children who display learning behaviors related to trauma induced incidents. Space for PD to be provided by Waterbury School Readiness Network	
<b>Population (number of children, staff, and programs served by this activity):</b> Population and programs to be served will be decided in consultation with the W- School Readiness Council and the School Readiness Liaison.	
<b>Statement of Need:</b> A deep desire from teachers and administrators has been expressed as to how to support children's emotional well-being. In the community, there is a high incident rate of children suffering from incidents related to trauma whether it be generated from family situations or events related directly to them. The desire is to provide information and planning that reflects a continuum of care for children and families as well as providing classroom supports to address learning characteristics of those children directly impacted by trauma situations. Information that would help teachers and administrators implement teaching practices with the knowledge of strategies and teaching approaches to support necessary educational competencies to address children who have decreased learning competencies due to trauma.	
<b>Goals:</b> -to equip teachers with the knowledge of strategies and teaching approaches to support necessary educational competencies to address children who have decreased learning competencies due to trauma. -provide material and information that will help teachers identify and recognize those characteristics of behaviors related to trauma being exhibited by young children.	
<b>Indicators of Progress:</b> -increase in the knowledge, skill base and abilities of teachers to recognize and address the emotional and learning competencies of children of trauma. -review of teaching strategies that reflect interventions and accommodations to support those learning styles most indicative of children with trauma induced episodes.	
<b>Grant Objectives Addressed:</b> The objective is to inform ECE/SR staff of evidenced based practices that can fill a classroom toolkit with strategies, supports and intervention techniques that will help those children who exhibit learning problems and behaviors by young children who suffered trauma episodes that have impacted their emotional, and cognitive competencies.	
<b>Plan for Activity Evaluation:</b> -collection and sharing of strategies that evidence positive learning outcomes for children -team meetings with shared outcomes and observations related to successful interventions and strategies.	

To: Andrea Brinnel  
Office of Early Childhood

From: Waterbury Office of Early Childhood  
School Readiness Office

This letter is to inform you that the following signature pages:

- Grant
- Statement of Assurance
- Affirmative Action

***will be submitted under separate cover as allowed by July 1, 2017.***

Due to the Ordinance Procedures for the City of Waterbury, the grant must be presented to and approved by the Board of Education and the Board of Alderman prior to requesting signatures from the Mayor and Superintendent of Schools.

The meeting agendas for both Boards are as follows:

- **Board of Education**- May 19, 2017 – grant review submission date  
June 1, 2017 – meeting
- **Board of Alderman**- June 8, 2017—grant review submission date  
June 19, 2017—meeting

Upon approval by both Boards, the signature pages will be signed and a hard copy as requested, will be forwarded to the CT Office of Early Childhood by the July 1, 2017 deadline.

Respectfully Submitted,  
Marie M. Klein  
Interim School Readiness Liaison

(This letter was sent with approval by Darren Schwartz, Chief Academic Officer—WBOE)

Q72.

**Download the Affirmative Action Certificate.**

**The page must ALSO be submitted in hard-copy format with original signatures by the RFP deadline.**

[Affirmative Action Certificate](#)

[Signature Pg. Submission letter -FY'18.docx](#)

13.4KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document

Q73.

#### **SCORING RUBRIC**

All School Readiness Grant applications will be scored by the OEC using the attached rubric.

[School Readiness Scoring Rubric](#)

Q98.

#### **CERTIFICATION PAGE**

**There are no further questions in this RFP. Please be sure to go back and check that all questions have been answered.**

**After you certify below that all questions have been answered and click the ">>" button, your RFP will have been submitted and cannot be reopened.**



Q99.

- ☒ By clicking here, I certify that I have answered every question to the best of my knowledge and belief and that all of the information contained herein this School Readiness Community RFP is truthful and accurate.

Q106.

### **CERTIFICATION PAGE**

**You will not be able to reopen this RFP once you click ">>".**

**Are you sure you want to submit this RFP?**

Q108.

- ☒ Yes, I am sure I want to submit this RFP.

**Location Data**

**Location:** [\(41.582901000977, -73.033897399902\)](#)

**Source:** GeolP Estimation



# ORIGINAL

Local RFP 5748  
School Readiness 2017-2019

Waterbury Public Schools  
Early Childhood Education Program  
236 Grand St.  
Waterbury, CT 06702

## **SCHOOL READINESS GRANT PROGRAM**

**Fiscal Year 2017**

**(July 1, 2017 – June 30, 2018)**

### **LOCAL REQUEST FOR PROPOSAL**

**Legislative Authority**

**Connecticut General Statutes (CGS)**

**Sections 10-16o through 10-16u**

#### **Purpose of Grant as outlined in Connecticut General Statutes Section 10-16o is to:**

- 1) provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling;
- 2) provide opportunities for parents to choose among affordable and accredited programs;
- 3) encourage coordination and cooperation among programs and prevent the duplication of services;
- 4) recognize the specific service needs and unique resources available to particular municipalities and provide flexibility in the implementation of programs;
- 5) prevent or minimize the potential for developmental delay in children prior to their reaching the age of five;
- 6) enhance federally funded school readiness programs;
- 7) strengthen the family through: (A) encouragement of parental involvement in a child's development and education; and (B) enhancement of a family's capacity to meet the special needs of the children, including children with disabilities;
- 8) reduce educational costs by decreasing the need for special education services for school age children and to avoid grade repetition;
- 9) assure that children with disabilities are integrated into programs available to children who are not disabled; and
- 10) improve the availability and quality of school readiness programs and their coordination with the services of child care providers.

Responses to the RFP are also used to monitor compliance with the School Readiness quality components.

**Local School Readiness RFP Basic Requirements Checklist**

**These items are listed in the order in which they appear in the RFP**

☒ Application submitted by deadline

☒ Required Signatures received by deadline

The following program information has been submitted:

☒ Completed cover page with contact information

☒ Licensing Information (license and most recent licensing inspection report) or

☒ License Status Verification Form (*license exempt programs only*)

☒ Professional Registry, Staff Qualification Detail Report

☒ Professional Registry, NAEYC Candidacy Staff Report

☒ Proposed activities A-G are all addressed

☒ Program description A-D are all addressed

☒ Program calendar

☒ Class size and teacher/child ratio (if not included in program description)

☒ Curriculum and assessment (if not included in program description)

☒ Family handbook (do NOT submit other program documents unless specifically requested)

☒ List of literacy activities

☒ Kindergarten orientation activities done at the program or in collaboration with the schools

☒ Statement of Assurances signature page

☒ Completed School Readiness local program data workbook

☒ Completed School Readiness local program budget workbook

☒ Interagency Collaboration Agreements

## LOCAL SUB-GRANTEE RFP TABLE OF CONTENTS

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### **DIRECTIONS**

This application is for all programs wishing to be considered for funding from the School Readiness Council for state funded School Readiness spaces. All programs interested in being considered for School Readiness spaces must complete this application for review by the local School Readiness Council. All completed applications will be scored. Recommendations for allocation of School Readiness spaces will be made based on the availability of spaces **AND** application scores.

Please note that in order for applications to be considered for funding:

1. All sections must be completed and all materials/forms submitted to \_\_\_\_\_
2. Program must be in compliance with all policies and requirements for School Readiness. School Readiness General Policies (GPs) are available at <http://www.ct.gov/oec/generalpolicies>.
3. Programs must meet all health and safety requirements mandated by the OEC (licensed and license exempt).

## **SCHOOL READINESS POLICIES AND REQUIREMENTS**

### **LICENSING/ACCREDITATION/APPROVALS**

Grantees must ensure that all sites are licensed by the OEC or meet legal requirements to be considered license exempt. Applicants must include a copy of the current license and the most recent full licensing inspection report from the OEC for each site requesting School Readiness funds. If the site meets the definition of license exempt, the Licensing Status Verification Form must be completed and submitted with the application. Programs (both licensed and license exempt) must meet all health and safety requirements mandated by the OEC.

**PLEASE NOTE:** Applicants claiming license exemption must meet these basic licensing requirements:

- **Class size:** No more than 20 children per classroom space at any one time (18 recommended);
- **Class space:** 35 square feet per child;
- **Outdoor space:** 75 square feet per child;
- **Outdoor play equipment:** Shock-absorbing materials under outdoor play equipment five feet or less must meet ECERS standards of six inches of resilient surfaces (wood chips, shredded bark, etc.);
- **Supervision:** All children MUST be supervised visually at ALL times. One adult for every 10 children (or less) is the required staff-to-child ratio; and
- **Other health and safety requirements:** additional requirements may be mandated by the Office of Early Childhood.

**License exempt only:** ☒ By checking this box the program attests to meeting the above safety requirements.

All program sites must be accredited/approved or in process of becoming accredited/approved. All programs must submit evidence of National Association for the Education of Young Children (NAEYC) Accreditation or for new programs only, willingness to become accredited by NAEYC within three years of accepting funding or evidence of Head Start approval. The following documentation is required:

- Accredited by the National Association for the Education of Young Children (NAEYC);
  - For currently accredited sites, submit a copy of your NAEYC certificate and maintain your accreditation status; and
  - For new sites not currently accredited, a statement signed by the director acknowledging that the program will become NAEYC accredited within three years; **or**
- Head Start approval as documented by the programs most recent Head Start grant award letter.

Programs approved by Head Start must electronically submit a copy of their most recent Financial Assistance Award Letter from the United States Department of Health and Human Service, Administration of Children and Families. In addition, submit a copy of the Head Start approved Quality Improvement Plan demonstrating progress toward correcting any areas of deficiencies and/or non-compliances.

Applicants must meet the program requirements and quality standards for participation in School Readiness program as described in CGS Section 10-16q (a). (see GP A-02 and GP B-05).

**LICENSING STATUS VERIFICATION FORM**

**Must be submitted annually by license exempt programs**

Connecticut General Statutes, Section 19a-77(b) provides that a program administered by a public school system is not required to be licensed to operate. In addition, the licensing requirement does not apply to programs administered by private schools that are approved by the State Board of Education and have filed a yearly attendance form with the Connecticut State Department of Education (CSDE). "Administered by" means that a public school system or a CSDE approved private school retains responsibility for the management and oversight of the program and for the program staff and the children served.

If a School Readiness grantee submits to the OEC sub-grantee applications with sites that are not required to be licensed by the OEC to provide child day care, the grantee must complete this form for each license exempt site. One of the following persons must complete and sign this form, as appropriate: the superintendent of schools, charter school director, administrator of a CSDE approved private school or executive director of a Regional Education Service Center (RESC).

Please check the appropriate boxes below with an "X", provide your signature, and indicate whether your board of education, charter school, CSDE approved private school or RESC administers the program.

\_\_\_\_\_ located at \_\_\_\_\_  
(Name of Program) (Program Address)

\_\_\_\_\_ **Yes**, the ☐ board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC administers the above named program and therefore retains responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.

This arrangement is effective from: \_\_\_\_\_ to \_\_\_\_\_  
Start date End date

\_\_\_\_\_ **No**, the ☐ board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC does not administer the above named program and does not retain responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.

\_\_\_\_\_ ☐ Superintendent of Schools  
Signature Printed Name ☐ Charter School Director  
☐ CSDE Approved Private School Administrator  
☐ RESC Executive Director

for the \_\_\_\_\_ ☐ Board of Education  
Name of Grantee ☐ Charter School  
☐ CSDE Approved Private School  
☐ RESC

\_\_\_\_\_ ( ) \_\_\_\_\_ - \_\_\_\_\_  
City or Town Phone Number email address

## TEACHER EDUCATION REQUIREMENT

Programs applying for School Readiness spaces must meet teacher education requirements specified in School Readiness General Policy A-01 for the entire program, NOT just funded classrooms, as follows:

July 1, 2017 – June 30, 2020	July 1, 2020 and after
<p>50% or more of the designated QSMs must have one of the following: A current Connecticut State Department of Education (CSDE) appropriate Early Childhood Certification Endorsement, <b>OR</b></p> <p>A Bachelor degree specific to an early childhood concentration from the OEC Approved College Listing, <b>OR</b></p> <p>A Bachelor degree in any other field <b>AND</b> 12 credits or more in early childhood or child development from any college not listed on the approved list; <b>AND</b> successful completion of the Early Childhood Teacher Credential (ECTC) Individual Review Route; <b>OR</b></p> <p>On June 30, 2015 was identified in the Registry at ladder level 11 or higher and employed at a state-funded program; therefore, was grandfathered to meet the Bachelor degree level staff education qualifications; <b>OR</b></p> <p>On June 30, 2015 was identified in the Registry at ladder level 9 or 10 and as having been employed at the same state-funded program since 1995 or before; therefore, was grandfathered as meeting the Bachelor degree requirement until June 30, 2025.</p> <p>The remaining percent of designated QSMs must have either an Associate degree in early childhood or an Associate degree in any field and 12 early childhood credits.</p>	<p>100% of the designated QSMs must have one of the following:</p> <p>A current Connecticut State Department of Education (CSDE) appropriate Early Childhood Certification Endorsement, <b>OR</b></p> <p>A Bachelor degree specific to an early childhood concentration from the OEC Approved College Listing, <b>OR</b></p> <p>A Bachelor degree in any other field <b>AND</b> 12 credits or more in early childhood or child development from any college not listed on the approved list; <b>AND</b> successful completion of the ECTC Individual Review Route; <b>OR</b></p> <p>On June 30, 2015 was identified in the Registry at ladder level 11 or higher and employed at a state-funded program; therefore, was grandfathered to meet the Bachelor degree level staff education qualifications; <b>OR</b></p> <p>On June 30, 2015 was identified in the Registry at ladder level 9 or 10 and as having been employed at the same state-funded program since 1995 or before; therefore, was grandfathered as meeting the Bachelor degree requirement until June 30, 2025.</p>

## STAFFING

All staff working with children in School Readiness sites and managing a School Readiness site must be registered in the Early Childhood Professional Development Registry (see GP A-01). The OEC and School Readiness Liaisons use the Professional Development Registry to verify and monitor staff qualifications.

**In this application, all programs must submit the following Registry reports:**

1. Staff Qualifications Detail Report
2. NAEYC Candidacy Staff Report

## SPACE TYPES

Program sites must offer space types that meet one of the following requirements as outlined in GP B-04 including minimum attendance requirements.

- **Full-Day/Full-Year** – site must provide preschool services five days per week, 10 hours per day, for a minimum of 50 weeks per year and adhere to the policy for an alternative plan of care outlined in GP B-04.
- **School-Day/School-Year** – site must provide preschool services for five days per week, a minimum of six hours per day for a minimum of 180 consecutive days.
- **Part-Day/Part-Year** – site must provide preschool services for children not enrolled in any other program for a minimum of two and one-half hours per day, five days per week for 180 consecutive days.
- **Extended Day (Priority School Readiness Only)** – site must provide services that extend the hours per day, days per week and weeks per year for children in an existing part-time program, not funded by school readiness. This space type is intended to provide children enrolled in a part-time service to receive a Full-Day/Full-Year program (five days per week, 10 hours per day, 50 weeks and adhere to the policy for an alternative plan of care outlined in GP B-04).

## THE EVERY STUDENT SUCCEEDS ACT OF 2016 (ESSA)

Public preschool programs, administered by a local or regional board of education must follow the same guidelines as grades K-12. LEA preschool programs must:

- allow immediate enrollment of homeless students who are unable to present health or other required forms;
- provide continuity of care;
- provide transportation to the school of origin to provide continuity of care; and
- the local or regional board of education's McKinney Vento Liaison can provide additional information and/or clarification for these requirements.

## **GRANT SUBMISSION INFORMATION**

### **Date of Board Acceptance**

**IF** the submission of the application for the Local RFP for School Readiness and Grant Program requires the official approval and/or endorsement of any Board or like body (e.g., town council, etc.), the approval and/or endorsement of such body should be submitted with the grant application. If it is not possible to obtain Board approval prior to submission of the grant application, then the official Board approval should be sent separately as soon as possible. The application should document the date of expected Board approval.

### **Freedom of Information Act**

All of the information contained in the grant application submitted in response to the Local RFP for the School Readiness Grant Program is subject to the provisions of Chapter 3 of the Connecticut General Statutes (Public Records and Meetings and Freedom of Information Act (FOIA) Sections 1-13 through 1-21K). The FOIA declares that except as provided by federal law or state statute, records maintained or kept on file by any public agency, as defined in the statute, are public records and every person has the right to inspect and receive a copy of such records.

### **Obligations of Grantees and Sub-Grantees**

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in Connecticut General Statutes Section 4a-60, 4a-60a and Sections 4a-68j-l et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

### **State Monitoring and Evaluation**

The OEC, or its designee, may conduct site visits both announced and unannounced to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act and in accordance with the RFP.

### **Management and Control of the Program and Grant Consultation Role of the State**

The sub-grantee will have overall management control of the grant. While state agency staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds obligated by the grantee or sub-grantee.

### **Reporting Requirements**

Within 60 days after the close of the fiscal year, each sub-grantee must file a financial statement of expenditures with the community on such forms as the community and/or the OEC may require.

The applicant must complete and submit the monthly data reports to the community at the end of each month.

The applicant must complete and submit any reports or provide data as required by the OEC.

### **Review of Applications and Grant Awards**

The community reserves the right to make a grant award decision under this program without discussion with the applicants. Therefore, applications should be submitted which present the project in the most favorable light from both technical and cost standpoints.

### **Reservations and Restrictions**

The OEC reserves the right not to fund an applicant or grantee if it is determined that the grantee cannot manage the fiscal responsibilities required under this grant or is out of compliance with policies governing this grant. In turn, the community reserves the right not to fund an applicant or a sub-grantee if it is determined that the sub-grantee cannot manage the fiscal responsibilities required under this grant program or is out of compliance with policies governing this grant.

### **Waiting Lists**

The program agrees to share waiting lists of children and families with the OEC and/or the School Readiness Council upon request.

### **Delivery of Applications**

Delivery of the Local RFP for the School Readiness Program application is required by \_\_ on \_\_\_\_\_.

1. Original, hard-copy signature pages (Statement of Assurances) must be mailed or hand-delivered to \_\_\_\_
2. The RFP and original signatures **must be received by \_\_\_\_\_ on \_\_\_\_\_, IRRESPECTIVE OF POSTMARK DATE.** Faxed or scanned copies of signatures will not be accepted.

**IMPORTANT NOTE:** Late or incomplete applications MAY not be considered for funding.

Mailing/Delivery address and email is:

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***Additional criteria may be added to this request for proposals at the discretion of the School Readiness Council. Any additional criteria should be documented in the community request for proposal submitted to the OEC.***

## **GLOSSARY/DEFINITIONS**

**Child Standards** – The CT Early Learning and Development Standards (CT ELDS) set forth what young children birth to age five should know and be able to do. They should be used for programs to implement necessary adjustments to the curriculum and experiences that support children in the development of skills and knowledge. All state funded programs are required to use the CT ELDS.

**Child Assessment** - The CT Preschool Assessment Framework (PAF) is currently available as an assessment tool to inform curriculum and design instruction. A new tool aligned to the CT ELDS will be available soon.

**General Policies**– General Policies (GPs) provide guidance to School Readiness Councils, School Readiness Liaisons and providers about school readiness policies and procedures. Programs are required to adhere to all applicable School Readiness general policies.

**Inclusion/Integration** – It is expected that all children with and without disabilities shall have the same access to School Readiness programs as other children. Programs must adhere to the requirements of the **Americans with Disabilities Act (ADA)** and the **Individuals with Disabilities Education Act (IDEA)** that require that no child be excluded based on disability.

**Parent Fees & Sliding Fee Scale** – The amount of money parents are required to pay for participation in the School Readiness program is based on the sliding fee scale or is stated on their childcare certificate. Fees must be used to support the activities of the School Readiness program that the child is attending. The School Readiness Council may choose to exempt only Part-Day/Part-Year Programs from this requirement. For additional information, see GP B-01 and GP B-02. A scale of fees based on income and family size. For all children, except those with a childcare certificate, the programs must use the Sliding Fee Scale to determine the fees charged to parents for School Readiness programs, in accordance to policy guidelines provided by their local School Readiness Council.

**Program Standards** – Programs who either have or are seeking NAEYC accreditation must meet the NAEYC standards. Head Start programs must meet the Head Start Program Performance Standards. For additional information, see GP A-02 and GP B-05.

**Quality Components** – The 11 components required of School Readiness programs required by the legislation: collaboration, parent involvement, health, nutrition, pre-literacy practices, family literacy, admission policies, transition to kindergarten, professional development, a sliding fee scale and an annual program evaluation.

**Teacher** – Each classroom that provides services under the School Readiness Grant must be staffed for all operating hours for Part-Day and School-Day spaces and for six hours per day for Full-Day spaces, by a teacher who at minimum has an Associate's Degree or a four-year degree with 12 credits in early childhood education or child development from an institution of higher learning accredited by the Board of Governors of Higher Education; or a teacher who has a Connecticut teaching certificate with an early childhood endorsement. At least 50% of teachers must also meet QSM requirements. For additional information see GP A-01 and GP A-03.

**Professional Learning for Teaching Staff** - Twelve hours of professional learning are required annually for teaching staff. Teachers must participate in a minimum of two professional development trainings each year focused on early childhood development, or topics directly related to the field of early childhood education and one training in inclusive practices for children with disabilities and learning differences. New staff must have or obtain specific training in pre-literacy skill development and in racial and ethnic diversity within a year of hire.

GRANT COVER PAGE

**DUE DATE**

(Determined by local School Readiness Council)

April 24, 2017

**SUBMISSION INFORMATION**

<b>Agency/Program Name:</b>	City of Waterbury, Waterbury Public Schools Early Childhood Education Program		
<b>Street Address:</b>	236 Grand St.		
<b>City, State, Zip</b>	Waterbury, CT 06702		
<b>Primary Contact Person:</b>	Darren Schwartz	<b>Email:</b>	<u>dschwartz@waterbury.k12.ct.us</u>
<b>Telephone:</b>	203-574-8016	<b>Fax:</b>	203-574-8010

**Please check one:** New Agency/Program \_\_\_\_\_ Existing Agency/Program   X  

**PROGRAM FISCAL AGENT** *(To be completed if the Fiscal Agent is other than the applicant agency)*

<b>Agency/Program Name:</b>			
<b>Street Address:</b>			
<b>City, State, Zip</b>			
<b>Primary Contact Person:</b>		<b>Email:</b>	
<b>Telephone:</b>		<b>Fax:</b>	

**PROPOSED ACTIVITIES FY 2018**

**Provide a response to each of the following:**

If a question does not apply to your program note "N/A" in the space provided. You may answer directly on the application or attach your response. If using attachments, make sure they are clearly labeled and "see attached" is noted on the application.

- A. Indicate how the program will seek out and identify families who meet the income criteria of being at or below 75% of the state's median income (*this is expected to represent at least 60% of families served*).

*All elementary schools within the city of Waterbury that have School Readiness sites have been identified as Title 1 schools. The income verification provided by parents demonstrates that 91% of our families are at or below 75% of the state's median income.*

*Due to the fact that our School Readiness sites are based within the Waterbury Public School System, we draw from the previously mentioned population through the following action steps:*

- Collaboration with the nonpublic School Readiness sites and specific registration hours at the Early Childhood Education Program office by sharing wait lists.*
- Flyers, posters and pamphlets will be distributed to all schools, neighborhood churches, community based businesses and organizations including Silas Bronson Library and several pediatric doctors' offices within the city.*
- The WPS will be present at several events, such as The Gathering, to recruit families. This also includes going to specific neighborhood organizations such as the WOW NRZ.*
- The Waterbury Public Schools website will also house information regarding registration. Pre-Kindergarten registration dates will also be advertised on the education access channel 16.*

*Once recruited, families with the most need, according to the income criteria, will be given the highest priority.*

- B. Describe any plans to locate two or more programs or services in the same setting and/or collaborative agreements with other community providers and agencies. Collaborative programming with other agencies, programs or services should be reflected in an interagency agreement. See attachments for interagency agreement forms.

*The Waterbury Public Schools School Readiness classrooms work in collaboration with various entities which is reflected in the Interagency Agreements assembled by the City of Waterbury School Readiness Council.*

*Interagency Collaboration Letters of Agreement are signed and submitted by the City of Waterbury School Readiness Council on behalf of School Readiness grant funded Early Childhood Programs.*

- C. Describe any plans for building or securing a new facility, renovating an existing structure. Include any planned efforts to expand existing facilities to serve more children.

*There are no plans to build a new facility at this time. There are plans however to ensure that all of the Waterbury Public Schools preschool programs are located in areas, identified by the Data Haven report, that*

*are in the most need. That need is based on the number of preschool aged students in locations around the city and the number of programs in that area offering preschool services.*

D. Indicate any current fiscal commitments (loans, e.g. CHEFA) or financial applications (e.g., grants) that are or will be used to benefit the School Readiness programs.

- *The Waterbury Public Schools Special Education Department funds 3 and 4 year old students at the Bucks Hill Annex and the inclusion seats at various School Readiness sites. The Special Education department also works collaboratively with all the Readiness programs to provide support and services for existing, identified special needs students.*
- *In addition, support is provided through the district supervisors and directors in specific content areas and a preschool supervisor and office staff dedicated to improving early childhood outcomes.*
- *The Waterbury Board of Education will encumber the cost of salaries and medical benefits for the teachers and teaching assistants that are not covered through the grant.*
- *In addition, various funding sources are used to support classroom materials and supplies, professional development for teachers and staff, curriculum, instruction and assessment supplements.*
- *Finally, transportation is offered to all special education students and most regular education students, as eligible through the transportation department.*

E. Describe any collaborative efforts or joint activities with other early childhood programs in your community. For currently funded School Readiness programs include any joint activities funded by family fees or other School Readiness funds. Please note if program participation is mandatory or voluntary and how children will benefit because of the program's participation.

*Program participation is voluntary. Waterbury Public Schools collaborates with other programs via representation at the School Readiness Council and developing strategic plans for common professional development and improvement of quality.*

F. Describe how the program includes children with disabilities and their families as well as those with learning differences and special health care needs.

*Students with disabilities attend school with typically developing peers and attend school for the same amount of time. They are included in all specials, lunch, recess, field trips and all after school activities. Students that have learning differences whether it is a delay, disorder, language difference or health issue are provided with accommodations or modifications based on their specific needs which are determined through the PPT process, a 504 meeting, the EIS process, as well as data driven decision making and differentiated instruction on a daily basis. Teachers have common planning meetings weekly and age level data meetings bi-monthly. Waterbury Public Schools is the largest provider for special education students in the city.*

G. Describe additional activities or efforts that you would like considered as part of your application for School Readiness funding.

*It is important to note that the administrator access to the CT Charts a Course registry is given only to the Program Administrator for the district, in this case Pat Moran who has been on leave since November 2016. In that time we have made program changes to Sprague and Walsh to accommodate families that were affected by the closing of Kidstown and we are unable to log in the registry. The district is currently*

*exploring all options and may need flexibility in locations for the grant cycle. The five known sites are provided in the grant application.*

*The Waterbury Public Schools School Readiness sites are licensed exempt programs as they operate in public school buildings. The Waterbury Public School classrooms do not use federal Care for Kids dollars and as such are exempt from the requirement of an inspection from the State Office of Early Childhood. All of our public school site meet and exceed basic health and safety requirements and oversee of health and safety is done by the district and meet federal requirements.*

*Waterbury Public Schools continues to refine strategies and goals for all of the preschool programs. We are looking forward to improving quality through our strategic plan. The Waterbury Public Schools has a laserlike focus on early literacy and numeracy, while strengthening social/emotional skills through trauma informed training. There is a preschool improvement plan in place while each individual teacher sets specific SMART goals aligned to student data. All preschool teachers meet in data teams to review student work and adjust teaching based on the individual needs of students. A professional development plan is developed for teachers in the beginning of the year for the department.*

*We also have several colleagues who not only voluntarily attend the School Readiness Council meetings, but also the Bridge to Success Early Care and Education Workgroup.*

*Finally, the Waterbury Public Schools has committed resources to identify a single location in the city for all early care inquiries for the community. Extensive resources have been used to ensure parents and community members can have one point of contact at the Waterbury Office of Early Childhood located at 30B Church Street.*

### **PROGRAM DESCRIPTION**

#### **Provide a response to each of the following:**

If a question does not apply to your program note "N/A" in the space provided. You may answer directly on the application or attach your response. If using attachments, make sure they are clearly labeled and "see attached" is noted on the application.

- A. Attach a copy of a program calendar for July 1, 2016, to June 30, 2017, and clearly identify all closings and the program's Alternative Care Plan. Programs must adhere to the required number of days open by program type as outlined in GP B-04. Full-day/full-year programs must be available to families for 50 weeks. Consult GP B-04 and School Readiness Council policy for information about the required Alternative Care Plan Policy.

*See attachment E for Program Calendar*

*See attachment F for Alternative Care Plan*

- B. Class size may not exceed 20 children; the OEC recommends a class size of 18 children. A class is a well-defined space with clear physical barriers that is used by the same set of children with assigned teacher and staff. Below, please describe the program's class size and teacher to child ratio for each class. Label classrooms as they are listed in the Professional Registry.

*Without denying families access to high quality programming, the Waterbury Public Schools ensures all School Readiness classrooms max out at 18 students.*

- *Each classroom has 1 teacher and 1 teaching assistant.*

- *Co-taught classrooms have 1 regular education teacher, 1 special education teacher, 1 teaching assistant and 1 para.*

C. Describe the curriculum and assessment tools used in your program. Does the program utilize a published curriculum and assessment? If so, identify the curriculum and assessment and describe the training received by staff to implement it. Describe the relationship between your curriculum and assessment practices and the CT ELDS.

*The Waterbury Board of Education approved the Waterbury Public Schools Early Childhood Curriculum in 2013. It is the curriculum used in all the Waterbury Public Schools School Readiness Programs. The curriculum is aligned to the Connecticut State Common Core Kindergarten Standards (Using Precursor skills as benchmarks) and is currently aligned to the Connecticut Early Learning and Development Standards developed by the Connecticut Office of Early Childhood.*

*The learning progressions within the CTEDs promote:*

- *Equity for all children, through the setting of high, but appropriate expectations;*
- *High quality learning experiences, by providing clear goals and trajectories of learning;*
- *Provision of individual support, based on each child's growth and development;*
- *Families' understanding of age-appropriate content and approaches to children's learning; and*
- *Communication across sectors, based on common goals for children.*

*All Pre-K School Readiness classrooms participate in Data Teams which meet twice a month to review their data, develop SMART GOALS, identify instructional strategies to achieve their goals, and then review their progress. All Pre-K School Readiness classrooms use the Preschool Assessment Frameworks developed by the Connecticut State Department of Education, Bureau of Early Childhood, Common Formative assessments developed to correlate to the Waterbury Pre-K Curriculum, the developmental indicator for the assessment of learning (DIAL) and the PELI (Preschool Early Literacy Indicator) for literacy.*

*In addition to meeting in data teams twice a month, there are a total of 4 full days and 8 half-days designated to professional development of all staff throughout the school year. In addition, staff meetings occur twice a month at each location for one hour sessions after the school day, where much of that time is designed for teacher growth and development specifically focused on curriculum and assessment. This is an average of 68 hours for each teacher in the school year.*

*See Attachment G for Curriculum Sample*

D. Describe the daily schedule in the program.

*See Attachment H for daily schedule*

### PROGRAM DOCUMENTS

Please indicate below which of your program's current documents contain information that shows evidence your program meets the School Readiness Program Quality Components. **Submit a copy of the Family Handbook with your completed application.** Indicate the page numbers of the Family Handbook that address the information marked by an asterisk (\*) in the checklist below. Items not marked with an asterisk (\*) may be identified in other documents. **DO NOT SUBMIT OTHER DOCUMENTS;** just check the appropriate box indicating you have documents on site that meet the non-asterisk quality components. If there are parts of a section that are not checked off as being met through any existing program document, provide a written statement addressing how the program plans to meet this requirement.

#### General Information

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	
6			*GI 1. Services provided (including age range of children).
7			*GI 2. Hours of operation (hours per day, days per week, months per year).
8, 10			*GI 3. Enrollment policy * (include the policy for children not yet toilet trained).
4			*GI 4. Program mission/purpose statement and education philosophy/framework statement.
17, 19			*GI 5. Open access to parents/guardians.
20			*GI 6. Parent conferences.
10			*GI 7. Commitment to include children with special needs.
16			*GI 8. Discipline policy.
		handbook	GI 9. Where/how special education services are provided (i.e. on-site, by whom, off-site, by whom)?

#### Program Components

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	<b>A. Plan for collaboration with other community programs and services</b>
		handbook	A 1. Process to identify and refer families to programs and services.
		handbook	A 2. Coordination of resources to eliminate duplication.
		handbook	A 3. Unique resources specific to your community.
		handbook	A 4. Public school efforts to provide information, training and technical assistance to the SR staff to supporting children and families.
			A 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	<b>B. Parent involvement, parenting education and outreach</b>
20			*B 1. Parent advisory council (including decision-making policy).
19,20			*B 2. Home/school partnership initiatives designed to develop reciprocal communication and engagement.
19,20			*B 3. Opportunities for parenting education and other support activities.
			B 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	<b>C. Referrals for Health Services, Including Referrals for Appropriate Immunizations and Screenings.</b>
		Handbook	C 1. Use of the ED 191 form for health records.
		Handbook	C 2. Child health files include health screens pursuant to <i>Early and Periodic Screening, Diagnosis and Treatment (EPSDT)</i> .
		handbook	C 3. Tracking system for health record expiration and accuracy.
12-14			*C 4. Providing vision, hearing, and dental screenings either on-site or in collaboration with another agency.
12,19			*C 5. Processes to assist families to secure medical insurance, a medical home, on-going well-child care, immunizations, and health, dental and nutritional screenings.
			C 6. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	<b>D. Nutrition Services</b>
		handbook	D 1. Identification and documentation of children's nutritional needs.
21			*D 2. Participation in the <i>Child and Adult Care Food Program (CACFP)</i> and the <i>National School Lunch Program (NSLP)</i> .
N/A WPS Participates			*D 3. If your program does not participate in CACFP or NSLP, how does it ensure that the meals and snacks served meet the CACFP requirements?
		handbook	D 4. Nutrition services, including nutrition education, provided by the program.
			D 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	<b>E. Family Literacy</b>
		handbook	E 1. Process for the identification of families' literacy education/training needs and assistance with access to literacy program.
19, 20			*E 2. Assistance to families in accessing adult education programs, job training, and public library services.
19, 20			*E 3. Opportunities to support families in interactive literacy activities. (Attach a list of sample activities)
			E 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	<b>F. Admission Policies</b>
5,8			*F 1. Promote the enrollment of children from diverse racial, ethnic and economic backgrounds.
5			*F 2. Include non-discrimination statement and confidentiality statement.
8			*F 3. Access to all 3-and 4-year old children.
			F 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	<b>G. Transition Plan</b>
9			*G 1. Collaboration between the School Readiness staff and kindergarten staff.
9			*G 2. Orientation activities for children and families that prepare them for transition to kindergarten. (Attach a list of activities)
9			*G 3. Supports provided to families in transitioning their child to kindergarten.
9			*G 4. Records transferred to kindergarten.
			G 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	<b>H. Professional Development Plan and Experiences</b> <i>Professional development is considered to be an experience of sufficient duration (at least 2 hours) provided by a person with expertise, knowledge, and training in the subject matter.</i>
		Handbook	H 1. All staff members have a written professional development plan outlining professional goals that increase their knowledge and expertise in early childhood practice.
		Handbook	H 2. Each staff member participates in early-literacy skill development training, and cultural and linguistic diversity training for early childhood classrooms within their first year of employment.
		Handbook	H 3. Each staff member engages in professional development experiences each year that increases their awareness, knowledge, and practice of recognition and response to children's needs. (i.e., planning, observing, adaptive strategies, use of screening and assessment, special education strategies).
		Handbook	H 4. Each year all staff members choose at least two early childhood-related professional development experiences that will advance their practice.
6			*H 5. Statements regarding the impact of professional development on program quality.
			H 6. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	<b>I. Sliding Fee Scale</b>
8, 28			*I 1. Use of the current OEC School Readiness sliding fee scale.
8, 28			*I 2. Assisting families with access to the Child Care Assistance Program (Care-4-Kids). <u>Care-4-Kids application is voluntary for School Readiness enrollment.</u>
8, 28			*I 3. Procedures for fee determination and re-determination.
8, 28			*I 4. Fee calculation is reviewed with parent, includes parent signature and parent receives a copy of the fee calculation form.
			I 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	<b>J. Evaluation of the Effectiveness of Program</b>
6			*J 1. The CT ELDS and appropriate assessments are used for planning learning experiences, observing and documenting child progress, and implementing teaching strategies. All curriculum used must align with the CT ELDS.
19			*J 2. Staff, parents, and others collect information on quality from many sources, and engage in a reflective process to assess the effectiveness of the program as measured by accreditation/approval entities, OEC evaluation measures, and program measures.
		X data teams	J 3. How does the program document the efforts described in J 1 and J 2, monitor progress, and report to families and the School Readiness Council?
			J 4. Other:

**STATEMENT OF ASSURANCES**

The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools).

Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant (see application instructions).

***Applicants need only submit the Statement of Assurances Signature Page with submission of their grant application.***

**PROJECT TITLE:** SCHOOL READINESS GRANT PROGRAM

**THE APPLICANT:** Waterbury Public Schools      HEREBY ASSURES THAT:  
Waterbury Public Schools-Early Childhood Education Program

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut Office of Early Childhood and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education for the Office of Early Childhood, including information relating to the project records and access thereto as the Connecticut Office of Early Childhood and Connecticut State Department of Education may find necessary;
- H. The Connecticut Office of Early Childhood reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the Office of Early Childhood and the State Department of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any monies not expended in accordance with the approved program/operation budget as determined by the audit; and
- L. Programs are required to meet all health and safety requirements mandated by the Office of Early Childhood for both license and license exempt programs.

M. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to “contract” shall mean this grant agreement and to “contractor” shall mean the Grantee.

a) For purposes of this Section, the following terms are defined as follows:

- 1) “Commission” means the Commission on Human Rights and Opportunities;
- 2) “Contract” and “contract” include any extension or modification of the Contract or contract;
- 3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
- 4) “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose;
- 5) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6) “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 7) “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 8) “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
- 9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and
- 10) “public works contract” means any agreement between any individual, firm or corporation and the State of any political subdivision of the State other than a community for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a community, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) (1) The Contractor agrees and warrants that in for performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of

Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining 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 Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of the Section and Connecticut General Statutes § 46a-56.
- h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- N. The grant award is subject to approval of the Connecticut Office of Early Childhood and availability of state or federal funds.
- O. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.
- P. The Connecticut Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with the assurances.
- Q. The Connecticut Office of Early Childhood reserves the right to de-fund sub-grantees of the School Readiness Council based on the sub-grantee's inability to comply with School Readiness General Policies.

STATEMENT OF ASSURANCES SIGNATURE PAGE

I, the undersigned authorized official; do hereby certify that these assurances shall be fully implemented.

Signature of Official:

Kathleen M. Ouellette

Name: (please type)

Dr. Kathleen M. Ouellette

Title: (please type)

Superintendent, Waterbury Public Schools

Date:

April 24, 2017

To be signed below ONLY if the Fiscal Agent is other than the program applying for the funds:

Signature of Fiscal Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title (please print): \_\_\_\_\_

**PROGRAM DATA**

Each applicant is required to complete a **School Readiness Local Program Data Workbook** (see attachments) which contains three tabs: (1) Program Information; (2) Accreditation/Approval Status; and (3) Space Proposal.

Complete the forms in the workbook as they pertain to your site and attach with your RFP submission. Please also e-mail your entire workbook to your School Readiness Liaison. Detailed directions on how to complete the workbook are located within the electronic file.

### **BUDGET**

Each applicant is required to complete a **School Readiness Local Program Budget Workbook** (see attachments) which contains two tabs: (1) Budget Justification and (2) ED114.

On the **Budget Justification** tab, provide a brief explanation justifying each line item expenditure proposed in the grant budget. Justifications for line item expenses must reflect the programs needs to ensure high-quality programming for children.

The ED114 is a detailed line item budget that reflects the programs requested use of funds for the proposed space capacity represented in this RFP for the **FY 2018**. (*Budget total must equal the requested School Readiness funds.*)

**There are no indirect costs or carry-over funds allowed.**  
**All funds, including family fees, must be spent by June 30, 2018.**  
**A new ED114 budget form is required annually.**

## BUDGET OBJECT CODES

The OEC is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (<http://nces.ed.gov/pubs2009/2009325.pdf>) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. For a specific grant, it may be necessary to modify what can be included in a given object based on the grant legislation. Please review the instructions for specific grant budget development carefully.

### Master Budget Form Object Code Descriptions/Includable Items

**111A Non-Instructional**

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.

**111B Instructional**

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 while they are on the grantee payroll 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. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.

**200 Personal Services - Employee Benefits**

Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 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, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

**320 Professional Educational Services**

Services supporting the instructional program and its administration. Included are curriculum improvement services, assessment, counseling and guidance services, library and media support, and contracted instructional services.

**321 Tutors (Instructional Non-Payroll Services)**

Payments for services performed by qualified persons directly engaged in providing learning experiences for students. Include the services of teachers and teachers' aides who are not on the payroll of the grantee.

**322 In-service (Instructional Program Improvement Services)**

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.

**323 Pupil Services (Non-Payroll Services)**

Expense for certified or licensed individuals who are not on the grantee payroll and who assist in solving pupils' mental and physical problems. This category includes medical doctors, therapists, audiologists, neurologists, psychologists, psychiatrists, contracted guidance counselors, etc.

- 324    Field Trips  
Costs incurred for conducting educational activities off site. Includes admission costs to educational centers, fees for tour guides, etc.
- 325    Parental Activities  
Expenditures related to services for parenting including workshop presenters, counseling services, baby-sitting services, and overall seminar/workshop costs.
- 330    Employee Training and Development Services  
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.
- 340    Other Professional Services  
Professional services other than educational services that support the operation of the school district. Included, for example, are medical doctors, lawyers, architects, auditors, accountants, therapists, audiologists, dieticians, editors, negotiations specialists, paying agents, systems analysts, and planners.
- 341    Audit  
Direct cost for the audit of the grant program by an independent auditor. This category is separated from object code 340 as many grants do not include this cost as an eligible grant expenditure.
- 400    Purchased Property Services  
Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 500    Other Purchased Services  
Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 600    Supplies  
Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.
- 700    Property  
Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.

### **INTERAGENCY COLLABORATION AGREEMENTS**

Programs should have collaborative agreements with outside community agencies in order to provide support and services to families as required by the collaboration quality components. These agreements should include, but are not limited to, agencies such as health, mental health, WIC, libraries, adult education and job training programs. These agreements may be developed as a community effort that is signed by the individual programs or individual agreements signed by each program.

#### **PLEASE NOTE:**

- Agreements may be for one or two years.
- If collaboration agreements are completed on a community basis, all signatures for programs involved in the collaboration must be on a single agreement form.
- Agreements must clearly specify:
  - the individual responsibilities and duties of each agency as it relates to the school readiness families;
  - include the number of people to be served; and
  - a description of the services to be provided.
- Do not include agreements with consultants required by licensing.

**\*\*SAMPLE\*\***

**INTERAGENCY COLLABORATION  
LETTER OF AGREEMENT**

\_\_\_\_\_ would like to enter into a collaborative agreement with \_\_\_\_\_  
(Proposing Agency Name) (Collaborating Agency Name)

for the following services for FY 2018.

**Responsibilities of Proposing Agency:**

*(Describe the specific activity to be provided by proposing agency for this application)*

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

**Responsibilities of Collaborating Agency:**

*(Describe the specific activity to be provided by the collaborating agency for this application, the number of people to be served, and the location of the activity)*

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

**PROPOSING AGENCY**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

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

**COLLABORATING AGENCY**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

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

**ATTACHMENTS**

- Attachment A Licensing Status Verification Forms
- Attachment B NAYEC Accreditation
- Attachment C Staff Qualification Detail Report
- Attachment D NAYEC Candidacy Staff Report
- Attachment E Program Calendar
- Attachment F Alternative Care Plan
- Attachment G Curriculum Sample
- Attachment H Daily Schedule
- Attachment I Handbook
- Attachment J School Readiness Local Program Data Workbook
- Attachment K School Readiness Local Program Budget Workbook
- Attachment L Local School Readiness Application Scoring Packet
- Attachment M Mr. Rocco Orso Statement

Attachment A:  
Licensing Status Verification Forms**LICENSING STATUS VERIFICATION FORM****Must be submitted annually by license exempt programs**

Connecticut General Statutes, Section 19a-77(b) provides that a program administered by a public school system is not required to be licensed to operate. In addition, the licensing requirement does not apply to programs administered by private schools that are approved by the State Board of Education and have filed a yearly attendance form with the Connecticut State Department of Education (CSDE). "Administered by" means that a public school system or a CSDE approved private school retains responsibility for the management and oversight of the program and for the program staff and the children served.

If a School Readiness grantee submits to the OEC sub-grantee applications with sites that are not required to be licensed by the OEC to provide child day care, the grantee must complete this form for each license exempt site. One of the following persons must complete and sign this form, as appropriate: the superintendent of schools, charter school director, administrator of a CSDE approved private school or executive director of a Regional Education Service Center (RESC).

Please check the appropriate boxes below with an "X", provide your signature, and indicate whether your board of education, charter school, CSDE approved private school or RESC administers the program.

**Bucks Hill Annex** located at **330 Bucks Hill Road, Waterbury, CT 06704.**

(Name of Program)

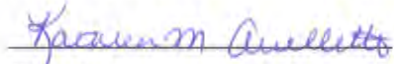
(Program Address)

☒ **Yes**, the ☒ board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC administers the above named program and therefore retains responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.

This arrangement is effective from: 7/1/17 to 6/30/19.

Start date End date

☐ **No**, the ☐ board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC does not administer the above named program and does not retain responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.



Signature

**Dr. Kathleen Ouellette**

Printed Name

☒ Superintendent of Schools☐ Charter School Director☐ CSDE Approved Private School Administrator☐ RESC Executive Directorfor the **Waterbury Public Schools** ☒ Board of Education

Name of Grantee

☐ Charter School☐ CSDE Approved Private School☐ RESC**Waterbury**  
City or Town**(203)574 -8004**  
Phone Number[kouellette@waterbury.k12.ct.us](mailto:kouellette@waterbury.k12.ct.us)  
email address

## LICENSING STATUS VERIFICATION FORM

### Must be submitted annually by license exempt programs

Connecticut General Statutes, Section 19a-77(b) provides that a program administered by a public school system is not required to be licensed to operate. In addition, the licensing requirement does not apply to programs administered by private schools that are approved by the State Board of Education and have filed a yearly attendance form with the Connecticut State Department of Education (CSDE). "Administered by" means that a public school system or a CSDE approved private school retains responsibility for the management and oversight of the program and for the program staff and the children served.

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Please check the appropriate boxes below with an "X", provide your signature, and indicate whether your board of education, charter school, CSDE approved private school or RESC administers the program.

**Carrington School** located at **24 Kenmore Avenue, Waterbury, CT 06708.**

(Name of Program)

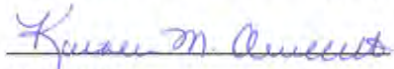
(Program Address)

☒ **Yes**, the ☒ board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC administers the above named program and therefore retains responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.

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Signature

**Dr. Kathleen Ouellette**

Printed Name

☒ Superintendent of Schools

☐ Charter School Director

☐ CSDE Approved Private School Administrator

☐ RESC Executive Director

for the **Waterbury Public Schools** ☒ Board of Education

Name of Grantee

☐ Charter School

☐ CSDE Approved Private School

☐ RESC

**Waterbury**  
City or Town

**(203)574 -8004**  
Phone Number

[kouellette@waterbury.k12.ct.us](mailto:kouellette@waterbury.k12.ct.us)  
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Please check the appropriate boxes below with an "X", provide your signature, and indicate whether your board of education, charter school, CSDE approved private school or RESC administers the program.

Duggan School located at 38 West Porter Street, Waterbury, CT 06708.

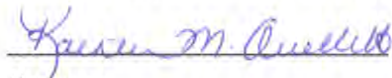
(Name of Program)

(Program Address)

X Yes, the X board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC administers the above named program and therefore retains responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.  
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       No, the ☐ board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC does not administer the above named program and does not retain responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.



Signature

Dr. Kathleen Ouellette

Printed Name

☒ Superintendent of Schools

☐ Charter School Director

☐ CSDE Approved Private School Administrator

☐ RESC Executive Director

for the Waterbury Public Schools ☒ Board of Education

Name of Grantee

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Please check the appropriate boxes below with an "X", provide your signature, and indicate whether your board of education, charter school, CSDE approved private school or RESC administers the program.

**Gilmartin School** located at **94 Spring Lake Road, Waterbury, CT 06706.**

(Name of Program)

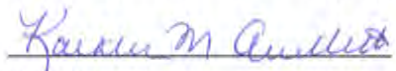
(Program Address)

  X   **Yes**, the **X** board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC administers the above named program and therefore retains responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.

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Signature

**Dr. Kathleen Ouellette** **X** Superintendent of Schools

Printed Name

☐ Charter School Director

☐ CSDE Approved Private School Administrator

☐ RESC Executive Director

for the **Waterbury Public Schools** **X** Board of Education

Name of Grantee

☐ Charter School

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**Waterbury**  
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**Reed School** located at **33 Griggs Street, Waterbury, CT 06704.**

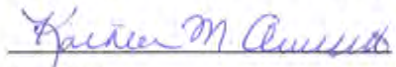
(Name of Program) (Program Address)

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Signature

**Dr. Kathleen Ouellette**

Printed Name

☒ Superintendent of Schools

☐ Charter School Director

☐ CSDE Approved Private School Administrator

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for the **Waterbury Public Schools** ☒ Board of Education

Name of Grantee

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**Waterbury**  
City or Town

**(203)574 -8004**  
Phone Number

[kouellette@waterbury.k12.ct.us](mailto:kouellette@waterbury.k12.ct.us)  
email address

# Certificate of Accreditation



7/1/2020

Certificate is valid until date above

A handwritten signature in black ink, reading "Rhian Evans Allyn".

Rhian Evans Allyn  
NAEYC Chief Executive Officer

Having met the NAEYC Early Learning Program Standards,

## Bucks Hill Pre-K at the Annex(725352)

330 Bucks Hill Road  
Waterbury, Connecticut 06704

is hereby awarded NAEYC Accreditation  
by NAEYC Accreditation of Early Learning Programs

**Preschool**

# National Association for the Education of Young Children

Having met the NAEYC Early Childhood Program Standards,

*Bucks Hill Pre-K at the Annex*

330 Bucks Hill Road  
Waterbury, CT 06704  
Program ID 725352

is hereby awarded

## NAEYC Accreditation

by the NAEYC Academy for Early Childhood Program Accreditation

07/01/2020

Certificate is valid until date above.

[www.naeyc.org/academy](http://www.naeyc.org/academy)  
800-424-2460



*Rhian Evans Allvin*  
Rhian Evans Allvin  
NAEYC Executive Director

# National Association for the Education of Young Children

Having met the NAEYC Early Childhood Program Standards,

*Carrington School*

1443 Thomaston Avenue  
Waterbury, CT 07604  
Program ID 728594

is hereby awarded

## NAEYC Accreditation

by the NAEYC Academy for Early Childhood Program Accreditation

06/01/2021

Certificate is valid until date above.

[www.naeyc.org/academy](http://www.naeyc.org/academy)  
800-424-2460



*Rhian Evans Allvin*  
Rhian Evans Allvin  
NAEYC Executive Director

# National Association for the Education of Young Children

Having met the NAEYC Early Childhood Program Standards,

*Duggan School Pre-K*

1443 Thomaston Avenue  
Waterbury, CT 06704  
Program ID 727633

is hereby awarded

## NAEYC Accreditation

by the NAEYC Academy for Early Childhood Program Accreditation

07/01/2019

Certificate is valid until date above.

[www.naeyc.org/academy](http://www.naeyc.org/academy)  
800-424-2460



A handwritten signature in black ink, appearing to read "Rhian Evans Allvin".

Rhian Evans Allvin  
NAEYC Executive Director

# National Association for the Education of Young Children

Having met the NAEYC Early Childhood Program Standards,

*Gilmartin Pre Kindergarten*

94 Spring Lake Road

Pre K

Waterbury, CT 06706

Program ID 726344

is hereby awarded

## NAEYC Accreditation

by the NAEYC Academy for Early Childhood Program Accreditation

07/01/2017

Certificate is valid until date above.

[www.rightchoiceforkids.org](http://www.rightchoiceforkids.org)  
[accreditation.information@naeyc.org](mailto:accreditation.information@naeyc.org)  
800-424-2460



A handwritten signature in cursive script, reading "Jerlean E. Daniel".

Jerlean E. Daniel, Ph.D.  
NAEYC Executive Director

3/28/2017

Patricia C. Moran, Supervisor of Early Childhood  
Gilmartin School (# 726344)  
94 Spring Lake Road  
Waterbury, CT 06706

Dear Patricia C. Moran,

*Congratulations!* Your program has achieved a new, five-year term of NAEYC Accreditation by successfully completing the renewal process. The NAEYC Accreditation of Early Learning Programs commends **Gilmartin School (# 726344)** for its outstanding efforts in maintaining and renewing NAEYC Accreditation.

Your dedication and commitment to continuous quality improvement by re-engaging in the NAEYC Accreditation system is remarkable.

This letter includes:

- Information about your program's new term of NAEYC Accreditation
- Information about publicizing your accredited status
- The Accreditation Decision Report

### **TERM OF NAEYC ACCREDITATION**

Your new term of NAEYC Accreditation will begin on **3/28/2017** and is valid until **7/1/2022**. **Please note: your program will not be issued a new accreditation certificate until the 5th Annual Accreditation fee is submitted to close your current accreditation term.**

To maintain NAEYC Accreditation, your program is required to maintain compliance with the NAEYC Early Learning Program Standards and Accreditation Criteria.

Additional information for NAEYC Accredited programs:

- Programs are required to pay the annual accreditation fee by the anniversary date (above) every year for all 5 years of accreditation
- An annual report is due by the anniversary date for the 1st, 2nd, 3rd, and 4th years of accreditation. The annual accreditation fee should accompany an annual report.
- In the 5th year of accreditation a program's intent to renew and renewal materials take the place of an annual report. When renewing your program's NAEYC Accreditation adhere to the established due dates in the [timeline for currently accredited programs](#) to avoid a lapse in accreditation and accruing additional accreditation fees
- Programs are required to report [potential required criteria violations](#) within 72 hours of the incident or event
- Programs are required to report [program altering changes](#) to the NAEYC within 30 days of the change
- Programs are required to respond to formal complaints and adhere to [NAEYC's Complaint Policies and Procedures](#)
- Programs are required to agree to additional verification by adhering to [NAEYC's Verification of Continued Compliance Policy](#)
- Programs are eligible to be randomly selected for an [random visit](#)

- Visit the [website](#) for complete information and details on new policies, procedures and any announcements related to your NAEYC Accreditation

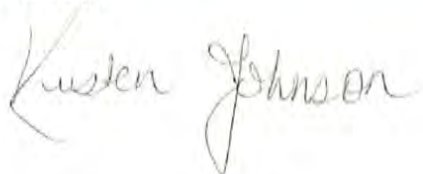
### **PUBLICIZING NAEYC ACCREDITATION**

An accreditation seal, news release template, and promotional materials order form will be posted in your [program record](#) within 5 business days. In addition, the following accreditation materials will be mailed separately.

- A new NAEYC Accreditation Certificate
- NAEYC Accredited Decal

If you have any questions regarding the Accreditation Decision Report, please [schedule a consultation](#) or contact us by phone at 800-424-2460, select Option 3. You may also e-mail us at [accreditation.information@naeyc.org](mailto:accreditation.information@naeyc.org).

Sincerely,

A handwritten signature in cursive script that reads "Kristen Johnson".

Kristen Johnson  
Senior Director, NAEYC Academy for Early Childhood Program Accreditation  
NAEYC Accreditation of Early Learning Programs

cc: Nadine Grubbs (VIA EMAIL)

## NAEYC ACCREDITATION DECISION REPORT

### Accreditation Evaluation Summary

To achieve NAEYC Accreditation, a program must:

- meet at least 80% of assessed criteria for each program standard; and
- meet at least 70% of assessed criteria for each class selected for assessment; and
- meet all required criteria.

Percentage of Criteria met for each Program Standard: The pass rate for each standard reflects combined ratings from all sources of evidence used to rate criteria in each specific standard.

Standard Name and Number	Pass Rate
1. Relationships	100%
2. Curriculum	95%
3. Teaching	100%
4. Assessment of Child Progress	100%+
5. Health	100%+
6. Teachers	100%+
7. Families	100%+
8. Community Relationships	100%+
9. Physical Environment	100%
10. Leadership and Management	100%+

Percentage of Criteria met for each Class Observed:

The pass rate for each class reflects combined ratings from the Group Observation and the Classroom Portfolio for that specific class.

Class Name	Pass Rate
PS Heather Fontaine	100%

Required Criteria: All applicable required criteria were met.

## **Commendations**

This section lists the Program Standards that received a score of 100% or greater. A standard score above 100% ("100%+" in the table above) indicates that one or more Emerging Practice criteria were met.

### **1. RELATIONSHIPS**

NAEYC commends your program for promoting positive relationships among all children and adults to encourage each child's sense of individual worth and belonging as part of a community and to foster each child's ability to contribute as a responsible community member.

### **3. TEACHING**

NAEYC commends your program for using developmentally, culturally and linguistically appropriate and effective teaching approaches that enhance each child's learning and development in the context of the program's curriculum goals.

### **4. ASSESSMENT OF CHILD PROGRESS**

NAEYC commends your program for using ongoing, systematic, formal and informal assessment approaches to provide information on children's learning and development. These assessments occur within the context of reciprocal communications with families and with sensitivity to the cultural contexts in which children develop. Assessment results are used to benefit children by informing sound decisions about children, teaching, and program improvement.

### **5. HEALTH**

NAEYC commends your program for promoting the nutrition and health of children and protecting children and staff from illness and injury.

### **6. TEACHERS**

NAEYC commends your program for employing and supporting a teaching staff that has the educational qualifications, knowledge, and professional commitment necessary to promote children's learning and development and to support families' diverse needs and interests.

### **7. FAMILIES**

NAEYC commends your program for the high level of compliance with this component. Recognizing the importance of a reciprocal relationship between families and programs is essential to ensure that programs are meeting the needs of the children and families that the program serves.

### **8. COMMUNITY RELATIONSHIPS**

NAEYC commends your program for effectively establishing and maintaining reciprocal relationships with agencies and institutions that can support it in achieving its goals for the curriculum, health promotion, children's transitions, inclusion, and diversity.

### **9. PHYSICAL ENVIRONMENT**

NAEYC commends your program for creating an environment, both indoors and outdoors that fosters the growth and development of the children.

### **10. LEADERSHIP AND MANAGEMENT**

NAEYC commends your program for administering a program efficiently and effectively, ensuring that all involved persons, staff, children, and families are included. The way in which a program is administered will affect all the interactions within the program.

### **Topic Areas for Ongoing Improvement in each Program Standard**

For each Program Standard that met or exceeded the NAEYC Accreditation threshold of 80% but did not meet every criterion assessed, this section lists the Topic Areas in which one or more criteria were not met.

## **2. CURRICULUM**

### **2.L Curriculum Content Area for Cognitive Development: Social Studies**

### **Portfolio Performance Compared to Other Programs**

This section provides you with feedback about the quality of your portfolios compared to those of other programs that have been evaluated. Portfolios are commended when they score the highest -- among the top 25% of all portfolios. Portfolios that score among the middle 50% of all portfolios are considered adequate. Portfolios scoring the lowest -- among the bottom 25% of all portfolios -- are deemed to have been inadequate.

#### **Program Portfolio Feedback:**

The NAEYC notes that your Program Portfolio adequately documents how the program's policies and procedures meet most of the NAEYC Accreditation Criteria assessed. However, it is recommended that your program further develop this source of evidence with additional documentation that is clearly described, labeled, and organized.

#### **Classroom Portfolio(s) Feedback:**

The NAEYC commends your program for creating Classroom Portfolio(s) that offer detailed and clear documentation of how your program's classrooms meet the NAEYC Accreditation Criteria assessed.

# National Association for the Education of Young Children

Having met the NAEYC Early Childhood Program Standards,

*Jonathan Reed School*

1443 Thomaston Avenue  
Waterbury, CT 06704  
Program ID 728042

is hereby awarded

## NAEYC Accreditation

by the NAEYC Academy for Early Childhood Program Accreditation

12/01/2020

Certificate is valid until date above.

[www.naeyc.org/academy](http://www.naeyc.org/academy)  
800-424-2460



A handwritten signature in cursive script, reading "Rhian Evans Allvin".

Rhian Evans Allvin  
NAEYC Executive Director

Attachment C:  
Staff Qualification Detail Report

Staff Qualifications Detail Report													
Waterbury Boe At Bucks Hill Annex (1030) Last Updated: 07/01/2016													
Staff Confirmation	Page Role	Date of Hire	Participant Name	Participant ID	Ladder Level	Ladder Level Description	Currently Enrolled In ECE Program	Projected Graduation Year	Institution Name	QSM Eligible	QSM Note	QSM Expiration Date	Designated QSM Room
Classroom Teacher	Classroom Teacher	09/01/1992	Burke, Heather	100009010	13	Masters degree in any field and 12 ECE credits	No			Yes	Grandfathered until 12/31/2009	12/31/2009	
Classroom Teacher	Classroom Teacher	06/01/1974	Dacaro, Ann Marie	100006723	13	Masters degree in any field and 12 ECE credits	No			Yes	Grandfathered until 12/31/2009	12/31/2009	2068
Classroom Teacher	Classroom Teacher	08/12/2010	Danaki, Mary Ann	100010536	13	Masters degree in any field and 12 ECE credits	No			Yes	Grandfathered until 12/31/2009	12/31/2009	2068
Classroom Teacher	Classroom Teacher	08/22/2014	Fingler, Deanna	100023875	14	Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	
Classroom Teacher	Classroom Teacher	06/30/1999	Katz, Roger	100003139	13	Masters degree in any field and 12 ECE credits	No			Yes	Grandfathered until 12/31/2009	12/31/2009	2028
Classroom Teacher	Classroom Teacher	06/22/2012	Kelly, Cara	100000368	14	Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	2028
Classroom Teacher	Classroom Teacher	06/22/2012	Manning, Lynn	100000000	14	Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	2068
Classroom Teacher	Classroom Teacher	06/24/2015	Manning, Christine	100004838	14	Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	2108
Classroom Teacher	Classroom Teacher	09/01/1996	Rape, Michelle	100021675	12	Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	2078
Classroom Teacher	Classroom Teacher	09/01/1993	Sakell, Stacy	100002838	14	Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	2078
Classroom Teacher	Classroom Teacher	01/01/2001	Schless, Christine	100009011	12	Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	2048
Classroom Teacher	Classroom Teacher	01/01/2001	Sullivan, Karen	100007643	12	Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	208
Classroom Teacher	Classroom Teacher	01/01/2001	Taylor-DiDeleico, Sh	100005082	14	Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	208
Classroom Teacher	Classroom Teacher	08/21/2014	Tremblay, Kristin	100023873	12	Masters degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	2018-AM/PM
Classroom Assistant	Teacher Or Teacher Aide	09/11/2000	Valakis, Jodie	100005079	14	Masters degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement	No			No			
Classroom Assistant	Teacher Or Teacher Aide	09/29/2008	Abene, Miriam	100019648	3	3 ECE credits	No			No			
Classroom Assistant	Teacher Or Teacher Aide	09/29/2008	Abene, Miriam	100019648	3	3 ECE credits	No			No	Qualifying associate degree	06/30/2020	
Classroom Assistant	Teacher Or Teacher Aide	08/27/2005	Chen, Daniel	100010853	10	Bachelor degree in ECE	No			Yes	Qualifying associate degree	06/30/2020	
Classroom Assistant	Teacher Or Teacher Aide	08/24/2013	Chen, Daniel	100020829	12	Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement	No			No			
Classroom Assistant	Teacher Or Teacher Aide	09/20/1991	Emm, Edna	100009160	5	6 ECE credits	No			No			
Classroom Assistant	Teacher Or Teacher Aide	09/20/1991	Fark, Jimmie	100009113	7	Current CDA credential and 12 ECE credits	No			No	Level 7 and 8 extended to 06/30/2017	06/30/2017	
Classroom Assistant	Teacher Or Teacher Aide	11/09/1999	Forester, Sarah	100009113	1	DEC Registry Account	No			No			
Classroom Assistant	Teacher Or Teacher Aide	08/27/2012	Gillette, Vjuan Dale	100016103	13	Masters degree in any field and 12 ECE credits	No			Yes	Grandfathered until 12/31/2009	12/31/2009	
Classroom Assistant	Teacher Or Teacher Aide	08/26/2002	Heppnerstad, April	100023865	1	DEC Registry Account	No			No			
Classroom Assistant	Teacher Or Teacher Aide	08/26/2002	Hunter, Beverly	100021764	10	Associate degree in ECE	No			Yes	Qualifying associate degree	06/30/2020	
Classroom Assistant	Teacher Or Teacher Aide	09/15/2006	Kean, Michelle	100003300	9	Associate degree in any field and 12 ECE credits	No			Yes	Qualifying associate degree	06/30/2020	
Classroom Assistant	Teacher Or Teacher Aide	12/21/1994	Kobusinski, Natalia	100009116	1	DEC Registry Account	No			No			
Classroom Assistant	Teacher Or Teacher Aide	01/09/2016	Mineck, Krishn	100023815	6	Current CDA credential or 12 ECE credits	No			No			
Classroom Assistant	Teacher Or Teacher Aide	01/09/2016	Mineck, Krishn	100023815	6	Current CDA credential or 12 ECE credits	No			No			
Classroom Assistant	Teacher Or Teacher Aide	09/24/2004	Samp, Krystal	100002924	9	Associate degree in any field and 12 ECE credits	No			Yes	Qualifying associate degree	06/30/2020	
Classroom Assistant	Teacher Or Teacher Aide	09/24/2004	Schless, Bonnie	100021852	9	Associate degree in any field and 12 ECE credits	No			No			
Classroom Assistant	Teacher Or Teacher Aide	09/27/2011	Shaw, Jeanette	100001264	6	Current CDA credential or 12 ECE credits	No			Yes	Qualifying associate degree	06/30/2020	
Classroom Assistant	Teacher Or Teacher Aide	04/03/2013	Sylvester, Chrishana	100001949	11	Bachelor degree in any field and 12 ECE credits	No			Yes	Qualifying associate degree	06/30/2020	
Classroom Assistant	Teacher Or Teacher Aide	10/21/2008	Valentin, Maureen	100021887	10	Associate degree in ECE	No			Yes	Qualifying associate degree	06/30/2020	
Classroom Assistant	Teacher Or Teacher Aide	09/02/2000	Valentin, Maureen	100021887	10	Associate degree in ECE	No			Yes	Qualifying associate degree	06/30/2020	
Administrator Of Single Site	Administrator Of Single Site	09/02/2000	Blakeslee, Marisa	100000793	13	Masters degree in any field and 12 ECE credits	No			Yes	Qualifying associate degree	06/30/2020	

Watertown Bae At Carrington Elementary School (8385) Last Updated: 06/28/2016													
Self Confirmation	Page Role	Date of Hire	Participant Name	Participant ID	Ladder Level	Ladder Level Description	Currently Enrolled in ECE Program	Projected Graduation Year	Institution Name	QSM Eligible	QSM Note	QSM Expiration Date	Designated QSM Room
	Classroom Teacher	08/18/2003	Macedi, Diane	100021447	11	Bachelor degree in any field and 12 ECE credits	No			Yes	Grandbodied until 12/31/2009	12/31/2009	Carrington 1
	Classroom Teacher	08/18/2003	Wesed, Pamela	100021446	12	Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement	No			Yes	Grandbodied until 12/31/2009	12/31/2009	Carrington 2
	Classroom Assistant	03/16/2013	Bailes, Laleena	100015008	10	Bachelor degree in any field and 12 ECE credits	No			Yes	Qualifying associate degree	06/30/2020	
	Assistant Teacher	08/26/2013	Cashin, Rosa	100021955	10	Associate degree in ECE	No			Yes		06/30/2020	

Classroom Teacher		08/18/2003	Maucolet, Diane	100021447	11	Bachelor degree in any field and 12 ECE credits.	No			Yes	Grandfathered until 12/31/2009	12/31/2009	Carrington 1
Classroom Teacher		08/18/2003	Ward, Pamela	100021448	12	Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	Carrington 2
Classroom Teacher	Teacher C1 Teacher Aide	08/25/2013	Caplan, Rhina	100021955	11	Associate degree in any field and 12 ECE credits.	No			Yes	Qualifying associate degree	06/30/2020	
Assistant Teacher		08/25/2013	Caplan, Rhina	100021955	10	Associate degree in ECE	No			Yes		06/30/2020	

Staff Qualifications Detail Report

Waverly Bre-Al Duggan School (6257) Last Updated: 06/20/2016

Staff Confirmation Page Role	Date of Hire	Participant Name	Participant ID	Ladder Level	Ladder Level Description	Currently Enrolled in ECE Program	Projected Graduation Year	Institution Name	QSM Eligible	QSM Note	QSM Expiration Date	Designated QSM Room
Classroom Teacher	08/25/2011	Denis, Jill	100015950	14	Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement.	No			Yes	Grandfathered until 12/31/2009	12/31/2009	
Classroom Teacher	08/25/2011	Guffis, Maureen	100013045	13	Masters degree in any field and 12 ECE credits.	No			Yes	Grandfathered until 12/31/2009	12/31/2009	Duggan 1
Classroom Teacher	08/25/2011	Mokeman, Kathleen	100013046	12	Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	Duggan 1
Classroom Teacher	08/25/2011	McGowan, Mary	100005147	6	Current CDA credential or 12 ECE credits.	No			No			
Assistant Teacher	08/25/2014	Chen, Liyan	100005148	6	Current CDA credential or 12 ECE credits.	No			No			
Administrator Of Operating Agency Or Multiple Sites	07/01/2014	Moran, Patricia	100021240	15	Advanced degree and 12 ECE credits OR Advanced degree in non-ECE plus current ECE state teaching endorsement.	No			Yes	Qualifire associal	06/30/2020	

Staff Qualifications Data Report									
Watchburg Base At Christian School (WCS)									
Last updated: 06/20/2016									
Staff Confirmation Page Role	Date of Hire	Participant Name	Participant ID	Ladder Level	Ladder Level Description	Watchburg Base At Christian School (WCS)	Currently Enrolled in ECE Program	Projected Graduation Year	Institution Name
Classroom Teacher	10/01/2012	Foutaine, Heather	100008007	12	Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement.	No	No		
Classroom Teacher	08/24/2012	Goodman, Melissa	100008008	12	Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement.	No	No		
Classroom Assistant Teacher Or Teacher Aide	08/24/2012	Goodman, Melissa	100008007	11	Bachelor degree in ECE or Bachelor degree in any field and 12 ECE credits.	No	No		
Classroom Assistant Teacher Or Teacher Aide	04/19/1999	Forno, Lonia	100013162	1	DEC Registry Account	No	No		
Classroom Assistant Teacher Or Teacher Aide	06/28/2012	Monies, Mearza	100014482	9	Associate degree in any field and 12 ECE credits.	No	No		

QSM Eligible	QSM Note	QSM Expiration Date	Designated QSM Room
Yes	Grandfathered until 12/31/2009	12/31/2009	Gimarkin 1
Yes	Grandfathered until 12/31/2009	12/31/2009	Gimarkin 2
No	Grandfathered until 12/31/2009	12/31/2009	
Yes	Qualifying associate degree	06/30/2020	

Staff Qualifications Detail Report														
Waterbury Poe At Need School (509)														
Last Updated: 06/29/2016														
Staff Confirmation	Page	Role	Date of Hire	Participant Name	Participant ID	Ladder Level	Ladder Level Description	Currently Enrolled in ECE Program	Projected Graduation Year	Institution Name	QSM Eligible	QSM Note	QSM Expiration Date	Designated QSM Room
Classroom Teacher			11/05/2007	Kichur, Leigh	100016152	13	Masters degree in any field and 12 ECE credits	No			Yes	Grandfathered until 12/31/2009	12/31/2009	Room 2
Classroom Teacher			06/23/2012	Murphy, Amy	100016294	14	Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	
Classroom Teacher			08/23/2012	Rinaldi, Cynthia	100016143	14	Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement	No			Yes	Grandfathered until 12/31/2009	12/31/2009	
Classroom Assistant		Teacher Aide	09/01/2013	Garcia, Haydee	100016124	1	OEC Regularly Accountant	No			No			Room 1
Classroom Assistant		Teacher Aide	11/07/2007	Moore, Lisa	100016150	7	Current CDA credential and 12 ECE credits.	No			Yes	Level 7 and 8 extended to 06/30/17	06/30/2017	

# NAEYC Candidacy/Renewal Staff Report

Program Name: Waterbury Boe at Bucks Hill Annex - OEC Registry ID: 1830 - NAEYC Program ID Number: 725352 - As of: 04/22/2017

## Attachment D: NAEYC Candidacy Staff Report

NAEYC Role	Participant Name	Room or Group	Current Pediatric First Aid	Current Pediatric CPR	NAEYC Candidacy Option	Meets NAEYC Candidacy for Role	Participant OEC Registry ID	OEC Ladder Level
Teacher	Burke, Heather	207B	None	None	J	Yes	100009010	13
Teacher	Decarlo, Ann Marie	206B	10/13/2017	10/13/2017	F	Yes	100006723	13
Teacher	Dzinski, Mary Ann	205B	10/13/2017	10/13/2017	F	Yes	100010636	13
Teacher	Fengler, Deanna	202B	10/13/2017	10/13/2017	F	Yes	100023875	14
Teacher	Howard, Emily	201B-AM/PM	10/13/2017	10/13/2017	D	Yes	100023863	11
Teacher	Katz, Roger	202B	10/13/2017	10/13/2017	J	Yes	100005139	13
Teacher	Kilroy, Cara	204B	None	None	I	Yes	100023898	14
Teacher	Mancini, Laure Lynne	209B	10/13/2017	10/13/2017	F	Yes	100009008	14
Teacher	Mangiulli, Christine	210B	10/13/2017	10/13/2017	F	Yes	100004858	14
Teacher	Manning, Lisa	205B	10/13/2017	10/13/2017	F	Yes	100021675	12
Teacher	Rupe, Michele	210B	10/13/2017	10/13/2017	F	Yes	100023838	14
Teacher	Salvietti, Stacey	206B	10/13/2017	10/13/2017	F	Yes	100009011	14
Teacher	Scappini, Catherine	207B	10/13/2017	10/13/2017	F	Yes	100005078	12
Teacher	Sullivan, Karen	209B	10/13/2017	10/13/2017	F	Yes	100007843	12
Teacher	Taylor-Difederico, Sharon	204B	10/13/2017	10/13/2017	F	Yes	100005082	14
Teacher	Fremblay, Kirstin	208	10/13/2017	10/13/2017	F	Yes	100023873	12
Teacher	Vailonis, Jodie	201B-AM/PM	10/13/2017	10/13/2017	F	Yes	100005079	14
Teacher Assistant/Aide	Alonso, Miriam	204B	10/13/2017	10/13/2017	None	No	100019648	
Teacher Assistant/Aide	Avalos, Michelle	210B	None	None	None	No	100023843	
Teacher Assistant/Aide	Cicchello, Danielle	205B	10/13/2017	10/13/2017	F	Yes	100010633	
Teacher Assistant/Aide	Emmi, Edona	201B-AM/PM	10/13/2017	10/13/2017	F	Yes	100020829	
Teacher Assistant/Aide	Fares, Najat	207B	10/13/2017	10/13/2017	J	Yes	100005160	
Teacher Assistant/Aide	Finke, Janice	204B	10/13/2017	10/13/2017	D	Yes	100010658	
Teacher Assistant/Aide	Forester, Sarah	206B	10/13/2017	10/13/2017	None	No	100009113	
Teacher Assistant/Aide	Gillette, Vivian Dale	206B	None	None	F	Yes	100016103	
Teacher Assistant/Aide	Heppenstall, April	202B	10/13/2017	10/13/2017	J	Yes	100023856	

Teacher Assistant/Aide	Hunter, Beverly	209B	None	None	F	Yes	100021764	10
Teacher Assistant/Aide	Kean, Michelle	208	10/13/2017	10/13/2017	J	Yes	100003303	9
Teacher Assistant/Aide	Korbustieski, Natalia	201B-AM/PM	10/13/2017	10/13/2017	None	No	100009116	1
Teacher Assistant/Aide	Mitnick, Kristin	208	None	None	D	Yes	100023915	6
Teacher Assistant/Aide	Pelletier, Carol	204B	10/13/2017	10/13/2017	J	Yes	100019729	1
Teacher Assistant/Aide	Sampt, Krystle	201B-AM/PM, 208, 210B	None	None	H	Yes	100005294	9
Teacher Assistant/Aide	Schless, Bonnie	207B	10/13/2017	10/13/2017	J	Yes	100021892	9
Teacher Assistant/Aide	Shaw, Jeanette	209B	10/13/2017	10/13/2017	D	Yes	100001264	6
Teacher Assistant/Aide	Sylvester, Christina	201B-AM/PM	10/13/2017	10/13/2017	J	Yes	100010849	11
Teacher Assistant/Aide	Valentine, Maureen	206B	10/13/2017	10/13/2017	F	Yes	100021887	10
Teacher Assistant/Aide	Vensel, Patricia	202B	10/13/2017	10/13/2017	F	Yes	100021893	10
Designated Program Administrator	Blakeslee, Marisa	Unassigned	10/13/2017	10/13/2017	A	Yes	100006793	13

#### Candidacy/Renewal Report Summary

Program Administrator meets NAEYC Candidacy?	Yes
% Teacher Assistant or Aides that meet NAEYC Candidacy	80%
% Teachers that meet NAEYC Candidacy	100%
	Meets 50% requirement
	Meets 75% requirement

### Program Administrator Key

- A Has at least a **baccalaureate degree** with **24 credits** in ECE, CD, EIEd or EC Spec Ed **AND** 9 credits in administration, leadership, or management.
- B Has a **plan in place** to meet the qualifications outlined in Option A **within 5 years**.
- C Meets the **alternative pathway** - must document a total of 100 points across all 3 categories: education, administrator experience and relevant training or credentials.

### Teachers and Teacher Assistants/Aide Key

- A Working on the CDA credential awarded by the Council for Professional Recognition

- B Working on the equivalent of the CDA credential (as defined by NAEYC as 12 credits)

- C A current Child Development Associate (CDA) credential awarded by the Council for Professional Recognition

- D CDA credential equivalent as defined by NAEYC as at least 12 college credits in ECE, CD, EIEd, or EC Spec Ed

- E Working on an AA degree or higher degree in ECE, CD, EIEd, or EC Spec Ed

Associate's degree (AA) OR Baccalaureate degree (BA) *or higher* in

- F
  - Early Child Education (ECE),
  - Child Development (CD),
  - Elementary Education (EIEd), OR
  - Early Childhood Special Ed (EC Spec Ed)

- G Working on the equivalent of an AA degree or higher in ECE, CD, EIEd, or EC Spec Ed

- H Equivalent of an AA degree in ECE

- I Equivalent of a BA degree in ECE

- J
  - AA degree or higher in a non-ECE related field **AND**
  - at least 3 years experience in an NAEYC Accredited program

- K
  - AA degree or higher in a non-ECE related field **AND**
  - at least 3 years experience in a non-accredited program. **AND**
  - at least 30 contact hours of training

# OEC Ladder Level Descriptions

- 1 OEC Registry Account.
- 2 Inactive: formerly Training Program module 1.
- 3 3 ECE credits.
- 4 Inactive: formerly Training Program modules 1-3.
- 5 6 ECE credits.
- 6 Current CDA credential or 12 ECE credits.
- 7 Current CDA credential and 12 ECE credits.
- 8 30 ECE credits or One-Year ECE certificate.
- 9 Associate degree in any field and 12 ECE credits.
- 10 Associate degree in ECE.
- 11 Bachelor degree in any field and 12 ECE credits.
- 12 Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement.
- 13 Masters degree in any field and 12 ECE credits.
- 14 Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement.
- 15 Advanced degree and 12 ECE credits OR Advanced degree in non-ECE plus current ECE state teaching endorsement.

## NAEYC Candidacy/Renewal Staff Report

Program Name: Waterbury Boe at Carrington Elementary School - OEC Registry ID: 6396 - NAEYC Program ID Number: 0 - As of: 04/22/2017

NAEYC Role	Participant Name	Room or Group	Current Pediatric First Aid	Current Pediatric CPR	NAEYC Candidacy Option	Meets NAEYC Candidacy for Role	Participant OEC Registry ID	OEC Ladder Level
Teacher	Mauceri, Diane	Carrington 1	10/13/2017	10/13/2017	F	Yes	100021447	11
Teacher	Weed, Pamela	Carrington 2	10/13/2017	10/13/2017	F	Yes	100021446	12
Teacher Assistant/Aide	Bartee, Lateena	Carrington 1	None	07/31/2017	J	Yes	100015008	11
Teacher Assistant/Aide	Caplan, Risa	Carrington 2	10/13/2017	10/13/2017	F	Yes	100021955	10

### Candidacy/Renewal Report Summary

Program Administrator meets NAEYC Candidacy?	No
% Teacher Assistant or Aides that meet NAEYC Candidacy	100% Meets 50% requirement Yes
% Teachers that meet NAEYC Candidacy	100% Meets 75% requirement Yes

### Program Administrator Key

- A Has at least a **baccalaureate degree** with **24 credits** in ECE, CD, EEd or EC Spec Ed **AND** 9 credits in administration, leadership, or management.
- B Has a **plan in place** to meet the qualifications outlined in Option A **within 5 years**.
- C Meets the **alternative pathway** - must document a total of 100 points across all 3 categories: education, administrator experience and relevant training or credentials.

### Teachers and Teacher Assistants/Aide Key

- A Working on the CDA credential awarded by the Council for Professional Recognition
- B Working on the equivalent of the CDA credential (as defined by NAEYC as 12 credits)
- C A current Child Development Associate (CDA) credential awarded by the Council for Professional Recognition
- D CDA credential equivalent as defined by NAEYC as at least 12 college credits in ECE, CD, EI Ed, or EC Spec Ed
- E Working on an AA degree or higher degree in ECE, CD, EI Ed, or EC Spec Ed  
Associate's degree (AA) OR Baccalaureate degree (BA) or *higher* in
  - Early Child Education (ECE).
  - Child Development (CD).
  - Elementary Education (EI Ed). OR
  - Early Childhood Special Ed (EC Spec Ed)
- G Working on the equivalent of an AA degree or higher in ECE, CD, EI Ed, or EC Spec Ed
- H Equivalent of an AA degree in ECE
- I Equivalent of a BA degree in ECE
- J
  - AA degree or higher in a non-ECE related field **AND**
  - at least 3 years experience in an NAEYC Accredited program

- AA degree or higher in a non-ECE related field **AND**
- K • at least 3 years experience in a non-accredited program, **AND**
- at least 30 contact hours of training

## OEC Ladder Level Descriptions

- 1 OEC Registry Account.
- 2 Inactive: formerly Training Program module 1.
- 3 3 ECE credits.
- 4 Inactive: formerly Training Program modules 1-3.
- 5 6 ECE credits.
- 6 Current CDA credential or 12 ECE credits.
- 7 Current CDA credential and 12 ECE credits.
- 8 30 ECE credits or One-Year ECE certificate.
- 9 Associate degree in any field and 12 ECE credits.
- 10 Associate degree in ECE.
- 11 Bachelor degree in any field and 12 ECE credits.
- 12 Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement.
- 13 Masters degree in any field and 12 ECE credits.
- 14 Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement.
- 15 Advanced degree and 12 ECE credits OR Advanced degree in non-ECE plus current ECE state teaching endorsement.

## NAEYC Candidacy/Renewal Staff Report

Program Name: Waterbury Boe at Duggan School - OEC Registry ID: 6257 - NAEYC Program ID Number: 727633 - As of: 04/22/2017

NAEYC Role	Participant Name	Room or Group	Current Pediatric First Aid	Current Pediatric CPR	NAEYC Candidacy Option	Meets NAEYC Candidacy for Role	Participant OEC Registry ID	OEC Ladder Level
Teacher	Diorio, Jill	Duggan 1	None	None	F	Yes	100015950	14
Teacher	Giuffre, Maureen	Duggan 1	10/13/2017	10/13/2017	F	Yes	100013045	13
Teacher	Mckeeman, Kathleen	Duggan 2	10/13/2017	10/13/2017	F	Yes	100013046	12
Teacher Assistant/Aide	Castro, Lillian	Duggan 2	10/13/2017	10/13/2017	C	Yes	100005149	6
Teacher Assistant/Aide	Hill, Moya	Duggan 1	10/13/2017	10/13/2017	D	Yes	100003432	6
Designated Program Administrator	Moran, Patricia	Unassigned	10/13/2017	10/13/2017	A	Yes	100021240	15

### Candidacy/Renewal Report Summary

Program Administrator meets NAEYC Candidacy? Yes

% Teacher Assistant or Aides that meet NAEYC Candidacy 100% Meets 50% requirement Yes

% Teachers that meet NAEYC Candidacy 100% Meets 75% requirement Yes

### Program Administrator Key

- A Has at least a **baccalaureate degree** with **24 credits** in ECE, CD, EIEd or EC Spec Ed **AND** 9 credits in administration, leadership, or management.
- B Has a **plan in place** to meet the qualifications outlined in Option A **within 5 years**.
- C Meets the **alternative pathway** - must document a total of 100 points across all 3 categories: education, administrator experience and relevant training or credentials.

### Teachers and Teacher Assistants/Aide Key

- A Working on the CDA credential awarded by the Council for Professional Recognition
- B Working on the equivalent of the CDA credential (as defined by NAEYC as 12 credits)
- C A current Child Development Associate (CDA) credential awarded by the Council for Professional Recognition
- D CDA credential equivalent as defined by NAEYC as at least 12 college credits in ECE, CD, EI Ed, or EC Spec Ed
- E Working on an AA degree or higher degree in ECE, CD, EI Ed, or EC Spec Ed
  - Associate's degree (AA) OR Baccalaureate degree (BA) *or higher* in
    - Early Child Education (ECE),
    - Child Development (CD),
    - Elementary Education (EI Ed), OR
    - Early Childhood Special Ed (EC Spec Ed)
- G Working on the equivalent of an AA degree or higher in ECE, CD, EI Ed, or EC Spec Ed
- H Equivalent of an AA degree in ECE
- I Equivalent of a BA degree in ECE
- J
  - AA degree or higher in a non-ECE related field **AND**
  - at least 3 years experience in an NAEYC Accredited program
- K
  - AA degree or higher in a non-ECE related field **AND**
  - at least 3 years experience in a non-accredited program, **AND**
  - at least 30 contact hours of training

## OEC Ladder Level Descriptions

- 1 OEC Registry Account.
- 2 Inactive: formerly Training Program module 1.
- 3 3 ECE credits.
- 4 Inactive: formerly Training Program modules 1-3.
- 5 6 ECE credits.
- 6 Current CDA credential or 12 ECE credits.
- 7 Current CDA credential and 12 ECE credits.
- 8 30 ECE credits or One-Year ECE certificate.
- 9 Associate degree in any field and 12 ECE credits.
- 10 Associate degree in ECE.
- 11 Bachelor degree in any field and 12 ECE credits.
- 12 Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement.
- 13 Masters degree in any field and 12 ECE credits.
- 14 Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement.
- 15 Advanced degree and 12 ECE credits OR Advanced degree in non-ECE plus current ECE state teaching endorsement.

## NAEYC Candidacy/Renewal Staff Report

Program Name: Waterbury Boe at Gilmartin School - OEC Registry ID: 6256 - NAEYC Program ID Number: 726344 - As of: 04/22/2017

NAEYC Role	Participant Name	Room or Group	Current Pediatric First Aid	Current Pediatric CPR	NAEYC Candidacy Option	Meets NAEYC Candidacy for Role	Participant OEC Registry ID	OEC Ladder Level
Teacher	Fontaine, Heather	Gilmartin 1	10/13/2017	10/13/2017	F	Yes	100008007	12
Teacher	Goodman, Melissa	Gilmartin 2	None	None	F	Yes	100005083	12
Teacher Assistant/Aide	Cibaku, Denisa	Gilmartin 2	10/13/2017	10/13/2017	H	Yes	100006857	11
Teacher Assistant/Aide	Forino, Lorna	Gilmartin 2	None	None	None	No	100013162	1
Teacher Assistant/Aide	Morales, Maritza	Gilmartin 1	10/13/2017	10/13/2017	J	Yes	100014482	9

### Candidacy/Renewal Report Summary

Program Administrator meets NAEYC Candidacy?	No
% Teacher Assistant or Aides that meet NAEYC Candidacy	67% Meets 50% requirement Yes
% Teachers that meet NAEYC Candidacy	100% Meets 75% requirement Yes

## Program Administrator Key

- A Has at least a **baccalaureate degree** with **24 credits** in ECE, CD, E|Ed or EC Spec Ed **AND** 9 credits in administration, leadership, or management.
- B Has a **plan in place** to meet the qualifications outlined in Option A **within 5 years**.
- C Meets the **alternative pathway** - must document a total of 100 points across all 3 categories: education, administrator experience and relevant training or credentials.

## Teachers and Teacher Assistants/Aide Key

- A Working on the CDA credential awarded by the Council for Professional Recognition
- B Working on the equivalent of the CDA credential (as defined by NAEYC as 12 credits)
- C A current Child Development Associate (CDA) credential awarded by the Council for Professional Recognition
- D CDA credential equivalent as defined by NAEYC as at least 12 college credits in ECE, CD, E|Ed, or EC Spec Ed
- E Working on an AA degree or higher degree in ECE, CD, E|Ed, or EC Spec Ed  
Associate's degree (AA) OR Baccalaureate degree (BA) *or higher* in
  - Early Child Education (ECE).
  - Child Development (CD).
  - Elementary Education (E|Ed). OR
  - Early Childhood Special Ed (EC Spec Ed)
- G Working on the equivalent of an AA degree or higher in ECE, CD, E|Ed, or EC Spec Ed
- H Equivalent of an AA degree in ECE
- I Equivalent of a BA degree in ECE
- J
  - AA degree or higher in a non-ECE related field **AND**
  - at least 3 years experience in an NAEYC Accredited program

- AA degree or higher in a non-ECE related field AND
- K • at least 3 years experience in a non-accredited program, AND
- at least 30 contact hours of training

## OEC Ladder Level Descriptions

- 1 OEC Registry Account.
- 2 Inactive: formerly Training Program module 1.
- 3 3 ECE credits.
- 4 Inactive: formerly Training Program modules 1-3.
- 5 6 ECE credits.
- 6 Current CDA credential or 12 ECE credits.
- 7 Current CDA credential and 12 ECE credits.
- 8 30 ECE credits or One-Year ECE certificate.
- 9 Associate degree in any field and 12 ECE credits.
- 10 Associate degree in ECE.
- 11 Bachelor degree in any field and 12 ECE credits.
- 12 Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement.
- 13 Masters degree in any field and 12 ECE credits.
- 14 Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement.
- 15 Advanced degree and 12 ECE credits OR Advanced degree in non-ECE plus current ECE state teaching endorsement.

## NAEYC Candidacy/Renewal Staff Report

Program Name: Waterbury Boe at Reed School - OEC Registry ID: 6380 - NAEYC Program ID Number: 728042 - As of: 04/22/2017

NAEYC Role	Participant Name	Room or Group	Current Pediatric First Aid	Current Pediatric CPR	NAEYC Candidacy Option	Meets NAEYC Candidacy for Role	Participant OEC Registry ID	OEC Ladder Level
Teacher	Kachur, Leigh	Reed 2	10/13/2017	10/13/2017	F	Yes	100016152	13
Teacher	Murphy, Amy	Reed 2	None	None	F	Yes	100016294	14
Teacher	Rinaldi, Cynthia	Reed 1	10/13/2017	10/13/2017	F	Yes	100016149	14
Teacher Assistant/Aide	Garcia, Haydee	Reed 1	10/13/2017	10/13/2017	None	No	100016124	1
Teacher Assistant/Aide	Moore, Lisa	Reed 1	10/13/2017	10/13/2017	D	Yes	100016150	7

### Candidacy/Renewal Report Summary

Program Administrator meets NAEYC Candidacy?	No
% Teacher Assistant or Aides that meet NAEYC Candidacy	50% Meets 50% requirement
% Teachers that meet NAEYC Candidacy	100% Meets 75% requirement

### Program Administrator Key

- A Has at least a **baccalaureate degree** with **24 credits** in ECE, CD, EEd or EC Spec Ed **AND** 9 credits in administration, leadership, or management.
- B Has a **plan in place** to meet the qualifications outlined in Option A **within 5 years**.
- C Meets the **alternative pathway** - must document a total of 100 points across all 3 categories: education, administrator experience and relevant training or credentials.

### Teachers and Teacher Assistants/Aide Key

- A Working on the CDA credential awarded by the Council for Professional Recognition
- B Working on the equivalent of the CDA credential (as defined by NAEYC as 12 credits)
- C A current Child Development Associate (CDA) credential awarded by the Council for Professional Recognition
- D CDA credential equivalent as defined by NAEYC as at least 12 college credits in ECE, CD, EEd, or EC Spec Ed
- E Working on an AA degree or higher degree in ECE, CD, EEd, or EC Spec Ed  
Associate's degree (AA) OR Baccalaureate degree (BA) *or higher* in
  - Early Child Education (ECE).
  - Child Development (CD).
  - Elementary Education (EEd), OR
  - Early Childhood Special Ed (EC Spec Ed)
- G Working on the equivalent of an AA degree or higher in ECE, CD, EEd, or EC Spec Ed
- H Equivalent of an AA degree in ECE
- I Equivalent of a BA degree in ECE
- J
  - AA degree or higher in a non-ECE related field **AND**
  - at least 3 years experience in an NAEYC Accredited program

- K
- AA degree or higher in a non-ECE related field **AND**
  - at least 3 years experience in a non-accredited program, **AND**
  - at least 30 contact hours of training

## OEC Ladder Level Descriptions

- 1 OEC Registry Account.
- 2 Inactive: formerly Training Program module 1.
- 3 3 ECE credits.
- 4 Inactive: formerly Training Program modules 1-3.
- 5 6 ECE credits.
- 6 Current CDA credential or 12 ECE credits.
- 7 Current CDA credential and 12 ECE credits.
- 8 30 ECE credits or One-Year ECE certificate.
- 9 Associate degree in any field and 12 ECE credits.
- 10 Associate degree in ECE.
- 11 Bachelor degree in any field and 12 ECE credits.
- 12 Bachelor degree in ECE or Bachelor degree in any field plus current ECE state teaching endorsement.
- 13 Masters degree in any field and 12 ECE credits.
- 14 Masters degree in ECE OR Masters degree in any field plus current ECE state teaching endorsement.
- 15 Advanced degree and 12 ECE credits OR Advanced degree in non-ECE plus current ECE state teaching endorsement.

# Waterbury Public Schools

## 2016 ~ 2017 School Year Calendar

### Attachment E: Program Calendar

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22nd - New Teacher Orientation - 7hr.  
23rd - New Teacher Orientation - 7hr.  
24th - New Teacher Orientation - 7hr.  
25th - Professional Development Day - 7hr.  
26th - Professional Development Day - 7hr.  
29th - First Day of School

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5th - Labor Day - No School  
14th - Open House Elem. 5-7pm - Early Dismissal  
14th - Open House H.S. 7-9pm - Early Dismissal  
14th - Early Dismissal - M.S. - Teacher Collab./PD  
21st - Open House M.S. 5-7pm - Early Dismissal  
21st - Early Dismissal - H.S. & Elem-Teacher Collab/PD

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

7th - P.D. Day - 7hr. - No School  
10th - Columbus Day - No School  
31st - End of 1st MP: HS/MS/Elem

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

8th - Election Day - No Sch. P.D. Day - 7hr.  
9th - Grade Submission Ends-9AM  
11th - Veteran's Day - No School  
17th - Distribute 1st MP Report Cards  
23rd - Early Dismissal - Thanksgiving Recess  
24th & 25th - Thanksgiving Recess - No School  
28th - Pre-K & Kindergarten - End of 1st MP

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

5th - Pre-K & K - Grade Submission Ends - 9AM  
7th - Parent Conference Elem. 5-7pm - Early Dismissal  
7th - Parent Conference H.S. 7-9pm - Early Dismissal  
7th - Early Dismissal - M.S. - Teacher Collab./PD  
12th - Pre-K & K - Distribute 1st MP Report Cards  
14th - Parent Conference M.S. 5-7pm - Early Dismissal  
14th - Early Dismissal - H.S. & Elem-Teacher Collab/PD  
26th-30th - Winter Recess - No School

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2nd - New Year's Day Observed - No School  
3rd - School Resumes  
6th - Three King's Day - No School  
12th-18th-Mid Term Exams- Early Dismiss HS Only  
16th - Martin Luther King Jr.'s Day - No School  
18th - Early Dismissal - Teacher Collaboration/PD  
18th - End of 2nd MP: HS/MS/Elem  
27th - Grade Submission Ends-9AM

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

3rd - Distribute 2nd MP Report Cards  
15th - Early Dismissal - Teacher Collaboration/PD  
20th - President's Day - No School  
21st - Lincoln's Day (Observed) - No School

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

16th - Pre-K & Kindergarten - End of 2nd MP  
24th - Pre-K & Kindergarten - Grade Submission Ends-9AM  
29th - Pre-K & Kindergarten-Distribute 2nd MP Report Cards  
29th - Early Dismissal - Teacher Collaboration/PD

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3rd - End of 3rd MP: HS/MS/Elem  
10th-14th - Spring Recess - No School  
18th - Grade Submission Ends-9AM  
19th - Parent Conference Elem. 5-7pm - Early Dismissal  
19th - Parent Conference H.S. 7-9pm - Early Dismissal  
19th - Early Dismissal - M.S. - Teacher Collab./PD  
24th - Distribute 3rd MP Report Cards  
26th - Parent Conference M.S. 5-7pm - Early Dismissal  
26th - Early Dismissal - H.S. & Elem-Teacher Collab/PD

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1st-12th - AP Exams  
17th - Early Dismissal - Teacher Collaboration/PD  
29th - Memorial Day - No School

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

\*\* Pre-K - 8th-Grades due 5 days before last day  
\*\* Pre-K - 8th-Distribute Report Cards on last day  
\*\* H.S. Grade submission ends on last day  
Last Day of School shall be Early Dismissal  
9th-14th- Final Exams- Early Dismissal HS Only  
21st - Last Day of School - Depending on Weather

Full Day Professional Development Day

\*Prepared by the Computer Technology Center\*

School Closed

School Day

Early Dismissal Professional Development Day

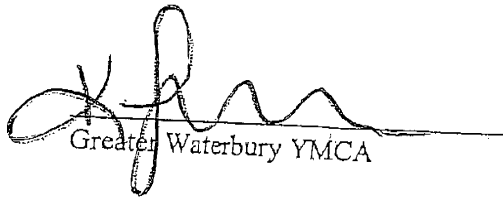
Approved by the BOE on 01/21/16- Revised 3/20/2017

Alternative Care Plan

The Greater Waterbury YMCA agrees to provide child care services to the School Readiness children enrolled in the Waterbury Public Schools during the following circumstances.

1. If Waterbury Public Schools is closed due to Professional Development.
2. If Waterbury Public Schools is closed for a holiday.
3. If Waterbury Public Schools is closed for an emergency.

In the event that there is a planned day off the agency will communicate in advance the amount of children that will be attending the other program, and for the specific time period needed. It is the responsibility of the closed agency to provide all proper documentation for the children that will be attending the other program, prior to the child arriving for the day. This alternative care plan is valid January 1, 2017 through June 30, 2019.



Greater Waterbury YMCA

Attachment G:  
Curriculum Sample

## Appendix F – Program Description D

Cognitive Performance Standards: Cog 3 (ELDS Cog A & B, Math C, Social Emotional D); Cog 9 (ELDS Language & Literacy A, B & C); Cog 11 (ELDS Language & Literacy E); P&S 7 (ELDS Cog A, Social Emotional H); Phy 1 (ELDS Physical Health & Development A); Phy 2 (ELDS Physical Health & Development B); Phy 3 (ELDS Physical Health & Development C)

## Pre-Kindergarten

## Vocabulary Words:

bridge, measure, problem, stream, across, build

Theme: 6

Construction Zone

Week: 2

Letter Focus: Mm

Phy 1, Phy 2, Phy 3

Times and Activities	Day 1	Day 2	Day 3	Day 4	Day 5
Arrival	See Daily Schedule	See Daily Schedule	See Daily Schedule	See Daily Schedule	See Daily Schedule
Oral Language	TW use OLC #36 to discuss the things workers build. SWBAT name tools and the machines in the photo.	TW use BB p. 8-9 to discuss illustrations, review story problem. SWBAT name ways bug solved the problem.	TW use BB p. 24-25 to discuss the bridge the Bumbling Bugs built. SWBAT name some of the tools bug used.	TW use BB "Bumbling Bugs" toy construction vehicles to discuss the vehicles used in the book to make a road. SWBAT talk about each and what it does.	TW use BB "Bumbling Bugs" OLC #40 and pictures of bridges to discuss how they are alike and different. SWBAT tell how they are alike and different.
Shared Writing	TW assist S to create a list of different things people can build.	TW assist S to make a list of problems at school and how they would solve them.	TW assist S to make a list of tools needed to build a bridge.	TW assist in creating a list of machines/construction vehicles and what they do.	TW assist S to make a list to tell why bridges are important.
Phonological Awareness	TW use alpha song "Beginning Sound". SWBAT hammer on legs when a word starts with a /b/.	TW use RC #23 "Let's Make Something New" and read chant emphasizing rhythm. S will listen for /m/ at the beginning of picture word cards.	TW use picture cards to name beginning sounds to focus on /m/. SWBAT id pictures that start with /m/ by raising their hands.	TW use R4C #23 "Let's Make Something New" emphasize rhyme SW listen for /m/ words.	TW use R4C #23 "Let's Make Something New" to emphasize rhythm and rhyme. SWBAT add names of students whose names t
Breakfast and Bathrooms	See Daily Routine	See Daily Routine	See Daily Routine	See Daily Routine	See Daily Routine
Daily Routine	See Schedule	See Schedule	See Schedule	See Schedule	See Schedule
Story Time	TW use BB "Bumbling Bugs" and photo of a bridge to discuss the word "bridge". TW read the story & discuss the characters & the problems.	TW use BB to review vocabulary then read/review "Bumbling Bugs" to focus on beginning/middle/end of story. SWBAT id what happens at the beginning, next & end of story.	TW use vocabulary to introduce Story "The Builder and the Owl". SWBAT tell what happens in the beginning, middle and end.	TW use BB "Bumbling Bugs" pg 30-36, Pictures of bees, ants, termites, to discuss bugs. Read article "Real Bugs". SWBAT name different bugs & discuss what they are doing in the pictures.	TW use BB "Bumbling Bugs" "The inchworm" to read the and discuss and "inch". SW tell how long the inchworm
HOT	HOT: Why was the Bridge too short?	HOT: What was the bugs problem?	HOT: Why can't the builder build a bridge?	HOT: Why do spiders build webs?	HOT: How are inchworm or bugs alike? Different?

## Appendix F – Program Description D

Centers		See Daily Schedule		TW use blocks and MCC #26 to measure with non-standard units. SWBAT tell which size blocks come next in a pattern.		TW use blocks of different lengths to focus on shortest to longest. SWBAT tell which size blocks come next in a pattern.	
Math		TW use paper strips of different length to order long, longer, longest. Short, shorter, shortest. SWBAT find longest and shortest.		TW use block cubes to make trains of different lengths and describe each train. SWBAT tell how to make them longer, and which train is shortest.		TW use alpha friends song, letter card M, and alpha BB to focus on M. SWBAT find M on the Smartboard.	
Lunch		Wash hands and lunch		Wash hands and lunch		Wash hands and lunch	
Letter Time/Alphabet		TW use the alpha friend song, letter card M, smartboard to introduce M. SWBAT describe M's shape.		TW use alpha friends song, letter card M, to focus on m. SWBAT compare M and m.		TW use alpha friends song, and Mm card to write lowercase m, alpha friend BB and picture word cards for m to focus on lowercase m. SWBAT tell which start with m.	
Read Aloud		Building a Road		Clifford's Valentine		Arthur's Valentine	
Gross Motor/ Music and Movement		Outside activities when weather permits. Music/Movement when inside. Yoga - stretching, move to music		Outside activities when weather permits. Music/Movement when inside. Yoga - stretching, move to music		Outside activities when weather permits. Music/Movement when inside. Yoga - stretching, move to music	
Centers		See Daily Schedule		See Daily Schedule		See Daily Schedule	
Circle Time/ Shared Writing		TW assist S to add to a list of "Things People Build"		TW assist S to review BB and complete sentence frame, I like ____ Tw record S responses. (best part of Book)		TW us BB "Bumbling Bugs" pp. 29-34, assist S in completing the sentence frame ____ will build a ____	
Reflection		children did well with stand writing - coming up with ideas of things people can build		children enjoyed making trains at different lengths and comparing lengths to their and friend's trains		children loved making list of constructive vehicles especially the boys dump truck + playwheels best favorite	
				NOT? was very difficult for children - why can't the builder build a bridge? needed a lot of teacher support		children came up with interesting ideas for starting frame - will build a ____ I will be a builder! (S)	

Pre-Kindergarten

Cognitive Performance Standards: Cog 3 (ELDS Cog A & B, Math C, Social Emotional B); Cog 9 (ELDS Language & Literacy A, B & C); Cog 11 (ELDS Language & Literacy E); P&S 7 (ELDS Cog A, Social Emotional H); Phy 1 (ELDS Physical Health & Development A); Phy 2 (ELDS Physical Health & Development B); Phy 3 (ELDS Physical Health & Development C)

Theme:  
Construction Zone

Vocabulary Words:  
stack, bundle, concrete, brick

Week 3

Letter Focus: Rr

Appendix F – Program Description D

Times and Activities	Day 1	Day 2	Day 3	Day 4	Day 5
Arrival	See Daily Schedule	See Daily Schedule	See Daily Schedule	See Daily Schedule	See Daily Schedule
Oral Language	TW use OLC #36 and discuss different machines, tools & materials.	TW use B8 "Raise the Roof" p. 28. Students will name different parts of house and what they are used for.	TW use B8 "Raise the Roof". TW discuss materials used to build houses, then display a brick house photo. Discuss how bricks are stacked and cemented.	TW use B8 "Raise the Roof" photos to talk about different kinds of houses and parts of houses. SWBAT identify house parts.	TW display OLC #41. S will discuss how buildings on the poster are the same and different.
Shared Writing	TW create a 3 column chart, list tools, machines and materials. TW assist in writing what materials you need to build a house.	TW assist students identifying different parts of a house (ex. roof, chimney, door, window).	TW assist students in creating a list of things made with brick.	TW assist S in writing parts of their house, floors, elevator, door, window, roof etc.	TW assist students in creating a list: 1/2 column chart – skyscraper and a house.
Phonological Awareness	TW play a sounds game /m/. TW say some words, when students hear /m/ they pretend to hammer on their knee.	TW use R&C #24 "The Roof" starts with /r/. TW say poem a # of times. SWBAT raise hands into the air each time they hear initial /r/ sound.	TW use picture cards of R words, SWBAT raise their hands when they hear the /r/ sound in the initial position.	TW use R&C #24, The Roof. TW emphasize the /r/ sound. SWBAT raise hands when they hear /r/ sound at the beginning of words.	TW use R&C poster #24. The Roof and read rhyme several times. S will raise hands when they hear the initial /r/ sound.
Breakfast and Bathrooms	See Daily Routine	See Daily Routine	See Daily Routine	See Daily Routine	See Daily Routine
Daily Routine	See Schedule	See Schedule	See Schedule	See Schedule	See Schedule
Story Time	TW read B8 "Raise the Roof". TW explain raising the roof is another way of saying build a house. Intro vocabulary while reading.	TW re-read B8 "Raise the Roof". TW explain vocab during reading and discuss the illustrations.	TW read "Three Little Pigs", pausing to discuss each illustration. SWBAT make predictions.	TW read B8 "Raise the Roof" pg 30-33. SWBAT compare homes in photos.	Poetry link. TW read B8 "Raise the Roof" p 36, "My House's Night Song" and discuss sounds in their houses.
HOT	HOT: Why do people put windows in a house?	HOT: How was the house different at the end of the story?	HOT: Why did the third pig build a brick house?	HOT: Which kind of house holds many more people?	HOT: What sounds do you hear in your kitchen?

Centers	See Daily Schedule					
Math	TW use BB "Raise the Roof" p. 24 and color tiles and paper to focus on filling the area of the paper. SWBAT answer questions related to whole, parts, more and less.	TW use MCC #27 to focus on ordering events. SWBAT answer questions about sequence to build a house, using photos, using first, next, last vocabulary.	TW use small and big objects BB "Raise the Roof" pp 34-35 to compare size. SWBAT answer question about size. Bigger? Smaller?	TW use classroom objects that vary in size to order objects by size. SWBAT tell which is smaller, or bigger, then order them by size.	TW use blocks of different sizes to focus on patterns with size. SWBAT make ab pattern and extend a pattern ab or abb and then create their own pattern and describe it.	
Lunch	Wash hands and lunch	Wash hands and lunch	Wash hands and lunch	Wash hands and lunch	Wash hands and lunch	
Letter Time/Alphabet	TW use "Reggie Rooster" card and song. Letter card R. SWBAT describe r and Remember its' name.	TW use "Reggie Rooster" card and song. Letter card r. BB & name cards with R To focus on R. SWBAT find R in names And R words in classroom.	TW use Reggie Rooster card, song. Letter card Rr to focus on r. SWBAT find and name r in classroom.	TW use Reggie Rooster card and song. Letter card r. BB picture cards for r. SWBAT id when words start with r sound.	TW use Reggie Rooster card and song. Letter card Rr. R&C poster. 24 to review Rr. SWBAT id and find r/ words in the classroom.	
Read Aloud	The Little Engine that Could	Dig	The Three Little Pigs	Build a Road	Ernie the Electrician	
Gross Motor/ Music and Movement	Outside activities when weather permits. Stretching/move to music when inside.	Outside activities when weather permits. Stretching/move to music when inside.	Outside activities when weather permits. Stretching/move to music when inside.	Outside activities when weather permits. Stretching/move to music when inside.	Outside activities when weather permits. Stretching/move to music when inside.	
Centers	See Daily Schedule	See Daily Schedule	See Daily Schedule	See Daily Schedule	See Daily Schedule	
Circle Time/ Shared Writing	TW use BB "Raise the Roof" list of tools, machines, and materials, chart paper and writing tools to complete sentence. ___ uses ___ to ___	TW use BB "Raise the Roof" and chart paper, writing tools to record students responses about building a house.	TW use chart paper and writing tools to record students responses to what we need to build houses in the story "Three Little Pigs".	TW use BB "Raise the Roof" pp 30-33, chart paper, writing tools to record 5 responses about different types of homes.	TW use writing tools and chart paper to record students responses to "What is your favorite room in your house?"	
Reflection	interesting to note many children do not know names of common tools - make motion of using tools also	pictures and 3D models very important - especially basement and attic - some children live in basements - not familiar	Children love the Three Pigs story! Great shared reading with all built and all put in	differentiated work with in size writing - only 2 objects. Small + large (big) for some smaller	OLE #41 Very effective with children did well describing why scene different	

## Theme 6: Construction Zone

## Focus Letters: Bb, Mm, Rr

TEACHER DIRECTED LITERACY		TEACHER DIRECTED NUMERACY		WRITING		LETTERS Table	
Performance Standard: Cog 10 (ELDS Language & Literacy D) Week 1 SWBAT identify front cover, back cover and first, middle and end pages Materials: variety of books Week 2 SWBAT describe what they see in a photograph using learned vocabulary using OLC # 39 Week 3 SWBAT identify parts of book. Predict what the book will be about Then look through book to see if their predictions were correct.		Performance Standard/ Cog 5 A (ELDS Cog B, Math C) 58 (ELDS Cog B, Social Studies D) 5C (ELDS Cog B, Math C) 6C (ELDS Math A & B) Week 1 Sets: SWBAT compare lengths from end points to determine which is longer Materials: variety of classroom tools Week 2 SWBAT measure classroom objects with nonstandard units, compare lengths Week 3 SWBAT use color tiles and paper to match and cover shapes		Performance Standard/ Phy 2 (ELDS Physical Health & Development B) COG 13 (ELDS Language & Literacy E) Week 1 SWBAT match letters, or picture cards of tools + construction vehicles Week 2 SWBAT Complete sentences: A construction worker can _____ Week 3 SWBAT complete sentence frame [student] name _____ uses o _____ to _____		Performance Standard / Cog 13 (ELDS Language & Literacy E) SWBAT construct letters using writing tools and paper, computer keyboard, pattern tile letters of the week Build the letter cards, magnetic letters, theme vocabulary, trace and wipe cards. WEEK 1 B b WEEK 2 Mm, Bb WEEK 3 Rr, Mm Bb	
LIBRARY/LISTENING/QUIET		ART		DRAMATIC PLAY		COMPUTERS	
Performance Standard / Cog 10 (ELDS Language & Literacy D) Cog 11 (ELDS Language & Literacy E) CRE 3 (ELDS Creative Arts A & B, Cog B, Social Emotional H) SWBAT share books, tapes, construction stories about vehicles, machines, tools and construction workers. SWBAT act out stories using puppets and props.		Performance Standard / Phy 2 (ELDS Physical Health & Development B) Cre 1 (ELDS Creative Arts A, Cog B) Cre 2 (ELDS Creative Arts A, Cog B) Week 1 SWBAT create a house using sticks, paper, glues, paint, scissors, cardboard. Week 2 SWBAT make a bird and birchouse with paper, art supplies Week 3 SWBAT create a block rocket using construction paper (letter R, glue, crayons and scissors.		Performance Standard/ Cre 3 (ELDS Creative Arts A & B, Cog B, Social Emotional H) SWBAT reenact a Home Depot store using hard hats, wood, tool belt, tools, and paint supplies etc.		Performance Standard/ P&S 2 (ELDS Cog A & C, Social Emotional B) Phy 2 (ELDS Physical Health & Development B) Cog 7 (ELDS Math D, Language & Literacy B) Cog 1D (ELDS Cog A & B, Science A, B, C, D, E) SWBAT complete and participate on computer using star fall, PBS kids, ABC Mouse, Disney Jr.com	
BLOCKS		SCIENCE/SENSORY		FINE MOTOR/TABLE TOYS		Sand / water	
Performance Standard/ Cre 1 (ELDS Creative Arts A, Cog B) SWBAT build block structures + describe the size + shape of different kinds of buildings in a construction site		Performance Standard/ Cog 1 (ELDS Cog A & B, Science A, B, C, D, E) SWBAT explore using simple machines, pulley, incline, magnets to move objects. SWBAT explore electrical switches, wires, plugs and match to pictures.		Performance Standard/ Phy 2 (ELDS Physical Health & Development B) SWBAT use a hammer and golf tees to nail into cardboard or foam. SWBAT construct theme puzzles SWBAT to build Legos structures like bridges towers etc.		Performance Standard/ Cre 1 (ELDS Creative Arts A, Cog B) SWBAT build structures using sand, vehicles, wood, bridge, and sand tools.	

P&S 1 (ELDS Cog A & C, Social Emotional F) P&S 2 (ELDS Cog A & C, Social Emotional B) P&S 3 (ELDS Cog A, Social Emotional B & H) P&S 4 (ELDS Social Emotional B) P&S 5 (ELDS Social Emotional D) P&S 6 (ELDS Social Emotional D & H) P&S 7 (ELDS Cog B, Social Emotional H) P&S 8 (ELDS Social Emotional H) and P&S 9 (ELDS Social Emotional F, Social Studies A) will be developed as students change centers, interact with peers and teachers and follow rules within centers.

### Dual Language Learners:

Students learn through interactions with their teachers and one another. ELL students are exposed to extensive oral language practices which enhance vocabulary development and provide meaningful learning opportunities as they specifically relate to overall concepts. Teachers provide models of appropriate speech, word choice, intonation, and fluency through shared reading experiences. Students interaction is also important and occurs regularly in the classroom so English learners can practice using language in a variety of ways and settings. Teachers keep in mind that young English learners acquire language rather easily from native English speaking peers. Teachers use explicit instruction and strategies so that our ELL students acquire oral language development. Teachers also scaffold instruction by initiating it at the students' current performance level and providing support to advance them to a higher level of understanding. "Early childhood education can play an essential role in preparing young English language learners (ELLs) for later success in school. Children who have an opportunity to develop basic foundational skills in language and literacy in preschool enter kindergarten ready to learn to read and write (Ballantyne, Sanderman, & McLaughlin, 2008)."

### Individualization and Differentiation

Teachers introduce the skill whole class (Tier I instruction). Informal and formal data is analyzed to further drive instruction (Tier II or Tier III) for each individual student if necessary. Ongoing teachers' assessments are administered to each student. These assessments are directly correlated with the Early Childhood Education Program Pre-Kindergarten Curriculum. Progress monitoring is implemented through the administration of common formative assessments aligned to the Pre-K Curriculum as well as checklists, teacher observations and anecdotal notes necessary to plan for further additional instruction.

In addition, each classroom has the opportunity to go on field trips. These field trips are scheduled to provide meaningful experiences and enhance learning based on the thematic goal of the month.

Each of the examples above, provide students with the real life experiences necessary to successfully enhance language and concept learning.



# Pre-K News

Appendix F – Program Description D

## February 2015

### Theme of the Month: Construction Zone

The next few weeks, your child will be working on the theme: Construction Zone. During this theme we will be discussing the different types of tools and vehicles that are used during construction. Please review this theme with your child when watching television or reading a magazine, book and/or newspaper or when traveling through the community. If you have any ideas for this theme we would love to hear from you. During this month we will be collecting any newspaper articles about construction and/or magazines (landscaping, plumbing, electrical, etc). If you, a relative or close friend have remodeled recently and have any scrap materials and/or pictures that we can share with our classmates, we would appreciate it. We would also like to invite in any constructions workers, landscapers, plumbers or electricians you might know. During the course of this theme we will be learning the letters B, M and R. Please review past letters S, P, T, O, X, U, Y, W, F, A and Z.

### Theme Shape Heart

### Theme Color Purple

### Math

- Measurement
- Order by Length
- Counting 0-12

### Literacy

- Print Awareness
- Vocabulary-tools
- Phonological awareness
- Letters B, M and R
- Story sequence and characters

### Family Project: Construction Theme

We have read the book The Three Little Pigs in school. The children enjoyed hearing how the pigs constructed their homes of straw, sticks, and bricks. Please use materials at home (cloths, sticks, etc.) to "construct" a house from the milk carton. We hope the Big Bad Wolf won't huff and puff and blow it down. Have fun!

### Special Dates

- Feb. 13 - No School – Winter Break
- Feb. 16 - No School – Presidents Day
- Feb. 18 - Field Trip – Silas Bronson Library
- Feb. 25 - Early Dismissal 11:20
- Feb. 26 – Field Trip - Petsmart

### Home Work

Please do not forget to work on the letters that are sent home during the month. You will be receiving three different letters, B, M and R to be completed. Please hand in by the end of the first week.

### Valentine's Exchange

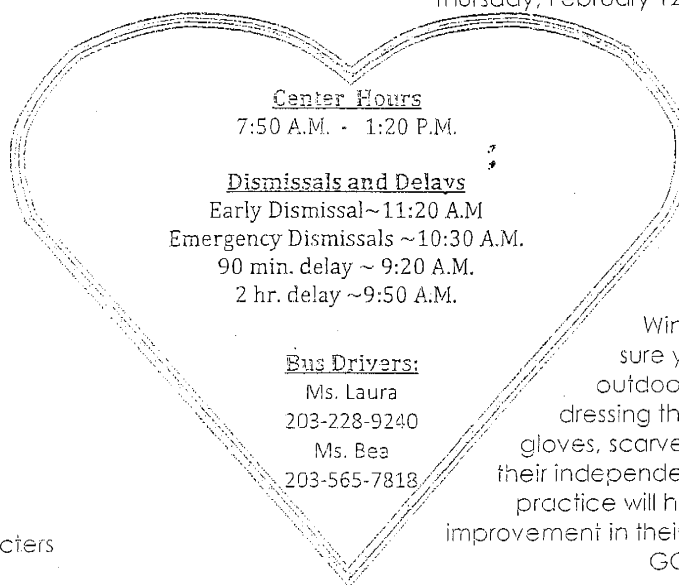
We are planning on having a Valentine's Exchange on Thursday, February 12. There are 18 students in our classroom. Please have your child sign only their name on the cards. Do not address envelopes. If you would like to send in a treat, please call or send in a note. Thank you.

### Winter News

Winter is finally here! Please make sure your child is dressed warmly for outdoor activities. Have your child try dressing themselves with their coats, hats, gloves, scarves, etc. Your child is observed on their independent skills and their fine motor. This practice will help them. We have seen an improvement in their independent skills. KEEP UP THE GOOD WORK.

### Reminders

Please check and return folders daily.  
Gym day is D day



### Center Hours

7:50 A.M. - 1:20 P.M.

### Dismissals and Delays

Early Dismissal~11:20 A.M.  
Emergency Dismissals ~10:30 A.M.  
90 min. delay ~ 9:20 A.M.  
2 hr. delay ~9:50 A.M.

### Bus Drivers:

Ms. Laura  
203-228-9240  
Ms. Bea  
203-565-7818

Mauceri/Weed/McCulloch Carrington Pre-K Det  
Minimum Time in Centers – 110 Minutes  
Minimum Time for Gross Motor Activities – 60 A

Attachment H:  
Daily Schedule

Arrival Morning Snack	Teachers and assistants unload busses. Parent Drop-off students are greeted at the main entrance and escorted to the classroom. All students are greeted individually. Students place belongings in cubbies, take out their folder, wash hands, sign in by writing their name, and then eat morning snack. Teachers and assistants facilitate opening packages and conversations. Students who finish or who do not want snack come to the carpet where books are available to read.
Morning Meeting  <b>Whole Group</b>	Teacher leads morning meeting. Students sit on assigned color square or cube chair on the carpet. The Daily Helper assists the teacher in leading the Pledge of Allegiance, calendar, and weather graph. Morning Meeting also incorporates oral language, vocabulary, phonological awareness, and shared writing activities. All staff are responsible to facilitating attention and engagement of students.
Centers <b>Small Group</b> <b>1 to 1 Intervention</b>	Students self-selected play-based learning centers. Students are engaged with their peers while teachers and assistants are supporting individual needs where necessary. During this time teachers and assistants read to small groups or individual students and/or also work with students in small groups or individually, collect data and complete assessments as needed. Hands are washed before and after sensory play centers (sand, water, and playdough).
Read Aloud (Pleasure) <b>Whole Group</b>	Students are read a story that can be selected by an individual student, a majority of students, or teacher selected. During this time the room is cleaned and prepared for lunch by the assistant.
Gross Motor Activities	Weather permitting, students play outside on the playscape. Students are also offered an opportunity to play with trucks, chalk, bubbles, blocks, etc... During inclement weather teachers and assistants lead class in gross motor activities, facilitating learning across domains either within the classroom or the school's Gross Motor Room. Staff will also utilize the gym depending upon availability.
Lunch	Lunch is served in the classroom. Students wash hands and sit at assigned place at a table. Seating assignments are changed daily in order to foster interactions and conversations with different peers daily. Assistants and/or teachers stay with students, opening package, etc...while encouraging independence. Assistants/teachers engage students in conversation and model table manners.
Music and Movement <b>Whole Group</b>	Teacher/Assistant leads whole group with thematic music and movement activities. Props, such as beanbags, scarves, rattles, rhythm sticks and other various instruments are used. Additionally, students also are introduced to different types of dance and other movements. Various genres and cultures of music are included throughout the year.
Letter Time <b>Whole Group</b>	Teacher leads instruction while students sit on assigned color square or cube chair on the carpet. SMART Board is utilized with Alphafriends, starfall.com, or ABCmouse.com are part of introduction and reinforcement for each letter. Each week features a different letter. During this time students are encouraged to bring in items from home to share with their peers with the focused letter of the week. Students are encouraged to give clues to their item, while the other students determine what the item is based on the clues given. Also incorporates oral language, vocabulary, and shared writing activities
Centers <b>Small Group</b> <b>1 to 1 Intervention</b>	Same as above
Story Time (Theme Related)	Teacher introduces related vocabulary and activates prior knowledge often with realia and/or pictorial representations. In addition to the content of the book, the teacher is modeling reading skills with think-alouds. Students are also asked questions following reading. Questions are differentiated depending upon students' abilities and development.
Afternoon Snack	Students wash hands prior to sitting at the tables. The snack helper assists the assistant to prepare the tables for snack. Teachers and assistants facilitate opening packages and conversations. Students who finish or who do not want snack come to the carpet where books are available to read.
Gross Motor Activities	Same as above
Closing the Day  <b>Whole Group</b>	Teacher leads students in closing the Day on the carpet, reviewing the activities of the day. Closing activities may include assign to shared writing, reading aloud for pleasure, songs, etc.
Dismissal	Students pack-up backpacks with folders and lunchboxes, put on and zipper coats. Staff assists where necessary. Assistants take bus students to designated buses and teacher dismisses parent pick-ups at the main entrance.

E.C.E.P.



**Office of Early Childhood Education  
Waterbury Public Schools  
Parent-Student Handbook  
2017-2018**



**Patricia C. Moran, Supervisor  
Office of Early Childhood  
30-B Church Street  
Waterbury, CT 06702**



**Annex- Bucks Hill Learning Center**

330 Bucks Hill Road  
Waterbury, CT 06704  
203-574-8053

Principal: Marissa Blakeslee

**Bucks Hill Pre-K**

330 Bucks Hill Road  
Waterbury, CT 06704  
203-574-8182

Principal: Dr. Delia Bello-Davila

**Carrington Pre-K**

24 Kenmore Avenue  
Waterbury, CT 06708  
203-574-8184

Acting Principal: Ms. Karen Renna

**Career Academy Pre-K**

175 Birch Street  
Waterbury, CT 06704  
203-574-6000

Principal: Dr. Luis A. Padua

**Driggs Pre-K**

77 Woodlawn Terrace  
Waterbury, CT 06710  
203-574-8160

Principal: Michael Theriault

**Duggan Pre-K**

38 West Porter Street  
Waterbury, CT 06708  
203-574-8875

Principal: Dr. Patricia Frageau

**Gilmartin Pre-K**

94 Spring Lake Road  
Waterbury, CT 06706  
203-574-8175

Principal: Jennifer Dwyer

**Maloney Magnet Pre-K**

233 South Elm Street  
Waterbury, CT 06702  
203-574-8162

Principal: Mrs. Donna Cullen

**Reed Pre-K**

33 Griggs Street  
Waterbury, CT 06704  
203-574-8180

Principal: Mr. Juan Mendoza

**Rotella Magnet Pre-K**

380 Pierpont Road  
Waterbury, CT 06705  
203-574-8168

Principal: Mrs. Robin Henry

**Sprague Pre-K**

1443 Thomaston Avenue  
Waterbury, CT 06704  
203-574-8189

Principal: Diane Bakewell

**Walsh Pre-K**

55 Dikeman Street  
Waterbury, CT 06704  
203-574-8164

Principal: Ms. Ellen Paolino

**Washington Pre-K**

685 Baldwin Street  
Waterbury, CT 06706  
203-574-8164

Principal: Ms. Lori Kramarz

**Wilson Pre-K**

235 Birch Street  
Waterbury, CT 06704  
203-573-6660

Principal: Ms. Jennifer Rosser

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*School Readiness fee information is subject to change yearly based on the revisions of the mandated requirements of Connecticut's State Department of Education.*

For district and classroom information, such as monthly newsletters and updates, please visit the Waterbury Public School website at [www.waterbury.k12.ct.us](http://www.waterbury.k12.ct.us)

### **OUR MISSION STATEMENT**

The mission of The Waterbury Public School System is to establish itself as the leader in Connecticut for urban education reform in partnership with the State Department of Education and the entire Waterbury Community. The 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 students, while becoming respectful, responsible, productive citizens vital to our community.

### **PHILOSOPHY STATEMENT**

- Waterbury believes that the most important mission of the Waterbury Public Schools is to empower all students to acquire the knowledge, skills and attitudes necessary to function in our highly technological society.
- Waterbury also believes that our students must be prepared to meet the challenges of the 21<sup>st</sup> Century by preparing all students to be literate and successful citizens.
- Waterbury further believes that we must strive to create a positive and safe climate in our schools as well as positive attitudes in our students so that our children can live out their dreams.
- Waterbury believes that educating our children involves the entire “community”. Therefore the home, school and community must form a partnership in educating each and every child.

***The mission of ECEP is to develop the necessary foundational skills, knowledge, and positive behaviors in our students through learning environments that support the collaboration of faculty, staff, families and community to ultimately ensure academic success for all our children.***

### **OUR PHILOSOPHY**

We believe that young children are the future...each one UNIQUE, with the ability to learn. Research has proven the effectiveness of early intervention for children ages 3-5. Therefore, we are dedicated to providing a high quality education for all the children enrolled in our Early Childhood Program.

We believe each child's family is his/her first and most important teacher. As a staff, we encourage families to play the lead role in their child's development and welcome family involvement throughout the school year. Our role is to support, understand, and respect the multi-cultural heritage of our diverse school community.

Enrolled students are provided a comprehensive program designed to foster development of social, emotional, cognitive, physical, and creative skills. Instructional activities and materials are designed to meet the individual needs of each child at their developmental level, while allowing him/her the opportunity of choice in order to enhance his/her own unique learning style.

All children are motivated to explore, manipulate, question, discover, and express themselves through individual, small and whole group activities. Intentional teaching for all students in a warm, nurturing, and inclusive setting fosters a rich environment that allows all students to maximize their learning potential.

## **NON-DISCRIMINATION POLICY**

Waterbury Public Schools' does 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); or on the basis of age, in accordance with the Age Discrimination Act of 1975 (Age Discrimination Act).

To file a complaint alleging discrimination or harassment by The Waterbury Public Schools on the basis of race, color, national origin, sex, disability, or age, under Title VI, Title IX, Section 504, the ADA, the Age Discrimination Act, or their respective implementing regulations, please contact:

***Dr. Kathleen M. Ouellette, Ed D***  
***Superintendent***  
***Waterbury Public Schools***  
***Department of Education***  
***236 Grand Street***  
***Waterbury, Connecticut 06702***  
***(203)547-8000***

Inquiries and complaints concerning the applicability of the aforementioned laws and regulations may be referred to the below:

***U.S. Department of Education***  
***Office for Civil Rights (OCR)***  
***JW McCormack POCH***  
***Boston, Massachusetts 02109-4557***  
***Telephone (617)223-9662 TTY (617)223-9695***

## **CONFIDENTIALITY**

Confidentiality is practiced all times. Information about children in the classroom will not be discussed among staff or other parents or in the classroom in front of child/children. We hold any information you share with us to enable us to better meet your child/children's needs in the strictest confidence. This applies to information you share in writing or verbally.

Staff and volunteers must be professional and protect the rights and privacy of the children and families in regards to confidential matters.

All financial information will be kept confidential between the childcare administration and the families. Information verifying your eligibility for this program may be released to funding sources upon their request.

All medical and behavioral or emotional information will be confidential between the child's teacher and director.



## **OVERVIEW OF EARLY CHILDHOOD EDUCATION**

It has long been known that the most rapid developmental growth of children occurs between the ages of birth to eight years. Recently, a growing body of research in early childhood education has emerged indicating that children learn most effectively through a concrete, hands-on, play-oriented approach. In other words, children learn best by doing. Learning results from the integration of children's own thinking and their experiences. Students acquire knowledge about their cognitive, physical, and social worlds through playful interaction with objects and people. They are motivated by their own desire to make sense of their world. Their learning is experiential.



## **CURRICULUM**

Waterbury Public Schools Early Childhood Education Program integrates the Office of Early Childhood Preschool Curriculum and Assessments Framework, the Connecticut early Learning and Development Standards, the National Association for the Education of Young Children standards and Common Core State Standards.

Our Early Childhood Education Program is based on the developmental needs of our children and their ability to explore, experiment, manipulate and discover, in settings which foster positive relationships with both their peers and adults. The curriculum for three and four year olds has been created to be developmentally appropriate for this specific age span and is implemented with attention to the various needs, interests, learning styles and individual stages of development of our students. In addition, the safe, healthy and nurturing environment we provide greatly enhances the physical, emotional, social, and cognitive development of our children. They are encouraged to talk about their experiences, solve problems, engage in critical thinking, organize ideas, arrive at conclusions, engage in play, participate in creative and enriching experiences and develop a self-awareness that will ultimately lead to a positive self-image and help develop literacy and language skills. For our English Language Learners, there is the opportunity to increase their fluency in both English and their native language.

Teachers value the importance of parental involvement and encourage ongoing communication. They work in participation with parents to foster appropriate activities for all stages of development. These experiences are most important for children who have identified special educational needs or have delays in their development.



## **TEACHER QUALIFICATIONS**

As a parent of the Waterbury Public School System, you have the right to know the professional qualifications of the classroom teachers who instruct your children. Federal law allows you to ask for certain information about your child's classroom teachers, and requires us to give you this information upon request:

- Whether the Connecticut State Department of Education has licensed or qualified the teacher for the grades and subjects he/she teaches.
- Whether the Connecticut State Department of Education has decided that the teacher can teach in a classroom without being licensed or qualified under state regulations because of special circumstances.
- The teacher's college major; whether the teacher has any advanced degrees and, if so, the subject of the degrees.
- Whether any teachers' aides or similar paraprofessionals provide services to your child and, if they do, their qualifications.



## **PROFESSIONAL DEVELOPMENT**

In addition to the required WPS employment and professional qualifications the Early Childhood Education Program, employees adhere to ECE specific professional development. Our program staff participates in regularly scheduled quality enhancement events i.e. Data Teams, Teacher Collaborations meetings, on site and off site trainings. The ECE program also provides literacy coaches that support staff with hands on curriculum enhancement. Our ECE program is committed to providing a quality enhanced program and implementing strategies that support our student's learning experiences.

**Daily Classroom Operations:**

(Please refer to annual Waterbury Public Schools calendar for school year scheduled events.)

<u>Center</u>	<u>Hours</u>	<u>Telephone</u>	<u>Teacher</u>	<u>Assistant</u>
Bucks Hill	8:45 – 2:15	203 573-6667	+Allison Pelletier	Rakibe Zhuta
Bucks Hill	8:45 – 2:15	203 346-6164	+Karen Sullivan	Jeanette Sinclair-Shaw
Bucks Hill	8:45 - 2:15	203 574-8053	+Roger Katz	Patricia Vensel
Bucks Hill	9:15am-11:45 12:30pm-3:00	203 574-8053	+Mary Ann Dzinski	Danielle Cicchiello
Bucks Hill 3Y	9:15am-11:45 12:30pm-3:00	203 574-8053	+Michele Rupe	N/A
Bucks Hill 3Y	9:15am-11:45 12:30pm-3:00	203 574-8053	+Jodie Vailonis	Edona Emini
Bucks Hill 3Y	9:15am-11:45 12:30pm-3:00	203 574-8053	+AnnMarie DeCarlo	Vivian Dale Gillette
Bucks Hill 3Y	9:15am-11:45 12:30pm-3:00	203 574-8053	+Kathy Scappini	Najet Fares
Bucks Hill 3Y	9:15am-11:45 12:30pm-3:00	203 574-8053	+Sharon DiFederico	Janice Finke
Bucks Hill	9:15am-11:45	203-574-8053	Fengler, Deanna	N/A
Bunker Hill	8:20am- 1:50pm	203 574-6788	Louise Byron	Yolanda Velez
Career Academy	7:50am-1:20pm	203-574-6019	Dale O'Leary	Joanne Zambrano
Carrington	9am-2:30pm	203-574-8184	Diane Mauceri	Lateena Bartee
Carrington	9am-2:30pm	203-574-8184	Pamela Weed	Risa Caplan
Driggs	7:50am-1:20pm	203 574-8278	Margaret Caiazzo	Dawn Smith
Duggan	7:50am-1:20pm	203-574-8875	Maureen Giuffre	N/A
Duggan	7:50am-1:20pm	203-574-8875	Katherine McKeeman	TBD
Gilmartin	8:20am- 1:50pm	203 574-6729	Melissa Sottile	Denisa Cibaku
Gilmartin	8:20am- 1:50pm	203 574-6729	Heather Fontaine	Maritza Morales
Maloney	9am-2:30pm	203 755-5406	Cheryl Couture	Diana Kamo
Maloney	9am-2:30pm	203 574-0907	Jen Miller	Maryanne Pawlowski
Maloney	9am-2:30pm	203 574-0906	Kelly Lund	Dee Picard
Maloney	9am-2:30pm	203 574-0906	Linda Fournier	Maria Vigliotti
Maloney (Alliance)	9am-2:30pm	203-574-0906	Jennifer Bussey	Ivana Vega
J. Reed	9am-2:30pm	203-574-8180	Leigh Kachur	Rachel D'Angelo
J. Reed	9am-2:30pm	203-574-8180	Cynthia Rinaldi	Lisa Moore
Rotella	8:45-2:15pm	203 346-6161	Barbara Stanco	Stacey Daddona
Rotella	8:45-2:15pm	203 346-6161	Bernadette Ouellette	Jennifer DeJesus
Rotella	8:45-2:15pm	203 346-6161	Crystal Russaw	Janet Beaudion
Rotella	8:45-2:15pm	203 346-6161	Charlotte Surmanek	Eileen Smyth
Sprague	7:50am-1:20pm	203 574-0169	Karen Hanas	Moya Hill
Sprague	7:50am-1:20pm	203 574-0169	Kathleen O'Leary	Magda Quispe
Sprague	7:50am-1:20pm	203 574-0169	Marilyn Baker	Yllke Tytymce
Sprague	7:50 am -1:20 pm	203-574-0169	Alana Lokites	Benoni Rentas
Sprague	7:50 am- 10:20am 11:50am-2:20pm	203-574-0169	TBD	TBD
Walsh	8:50am- 2:20pm	203 757-9706	Patricia Spinella	Alicia Amato
Walsh	8:50am- 11:20pm 12:20pm-2:50pm	203 757-9706		
Washington	8:05am-1:35pm	203 756-5926	Jill Murphy-Gilmore	Jenna Gardner
Wendell Cross	9am-2:30pm	203 574-8171	Michele Phothisarath	N/A
			Gina Antonios	
Wilson	8:20am- 1:50pm	203 574-1092	Linda Boisvert	Melissa Havican
Wilson	8:20am- 1:50pm	203 574-1092	Yvonne Ramirez	Margarita Rodriguez
Wilson	8:20am- 1:50pm	203 574-1092	Rayae Geci	Filloreta Kodra
Wilson	8:20am- 1:50pm	203 574-1092	Katie Vensel	Faten Sahbani

## ***IMPORTANT PHONE NUMBERS***



<b>E.C.E.P. Main Office</b> .....	574-8024
<b>Superintendent of Schools</b> .....	574-8000
<i>Dr. Kathleen M. Ouellette</i>	
<b>Chief Academic Officer</b> .....	574-8016
<i>Darren Schwartz</i>	
<b>Early Childhood Supervisor</b> .....	574-8024
<i>Patricia C. Moran</i>	
<b>Early Childhood Office Manager</b> .....	574-8024
<i>Nadine Grubbs</i>	
<b>Coordinator of Recruitment/Placement</b> .....	574-2414
<i>Debra Murno</i>	
<b>Early Childhood Transportation Coordinator</b> .....	574-8025
<i>Roy (Chip) Fitzgerald</i>	
<b>All Star Transportation (Bus Company)</b> .....	573-8366

### **ENROLLMENT**

***Children enrolled in our Early Childhood Education Program MUST reside in the City of Waterbury.***

The Waterbury Board of Education understands the importance of open enrollment. Open enrollment is provided to all children who turn 3 or 4 during the school year.

Children turning four (4) years of age are eligible and are transitioned into our ECEP Four (4) year old program.

If a child is placed on our waiting list, the program will provide a written list of other three (3) year old programs available.

Our three (3) year old program is available 2½ hours per day, 5 days per week, 10 months per year, with transportation.

Our four (4) year old program is available 2½ and 5½ hours per day, 5 days per week, 10 months per year, transportation may vary depending on geographical district location.

*Our programs are funded through different sources and as such, there may be different requirements for each program. For example, since October 1, 2000, the Connecticut State Departments of Education and Social Services have required that parents using full-day childcare programs funded by School Readiness and the State Department of Education (SDE) pay a fee...Therefore, all families whose children are enrolled in a Readiness Pre-K (Bucks Hill Annex, Carrington, Duggan, Gilmartin, and Reed School – Full Day/ School Year) including families receiving TFA or SNAP benefits, will be required to document family income and family size so that the childcare fee can be determined. See pages 26 thru 29 for more information.*

**For further assistance with childcare needs please contact 211 info-line.**



### **THREE (3) AND FOUR (4) YEAR OLD PROGRAM REGISTRRTION / TRANSITION**

All students enrolled in our three (3) year old Early Childhood Program are eligible for the four (4) year old program. Parents are notified in February of the upcoming transition and are required to update demographical and health records for their child. Parents are asked to come to the Pre-K registration office with their child to complete the Battelle Developmental Inventory Assessment (BDI). This assessment provides a snapshot of where your child is developmentally and assists with identification of needs.



### **KINDERGARTEN REGISTRATION**

Students enrolled in the Early Childhood Education Program will be automatically enrolled in Kindergarten in their district school according to address. If the student moves during the summer, it is the responsibility of the parent to inform the intake center of the student's new address. This will affect which school the student is to attend. If a student withdraws at any time during the school year, the parent is responsible to register their child for Kindergarten. ECEP is required to forward all student records to receiving BOE district designated schools.

You should bring the following information with you at the time of registration:

- **CHILD'S BIRTH CERTIFICATE / LEGAL DOCUMENTATION OF GUARDIANSHIP**
- **ALL HEALTH AND IMMUNIZATION RECORDS**
- **PROOF OF PARENTS' RESIDENCE**

***WPS ECEP Student transition and district report is completed and submitted to the Family Intake Center office located at One Jefferson Square 1<sup>st</sup> floor for review and confirmation of district designation.***



### **TRANSITION ORIENTATIONS**

ECEP Transition Teams work in collaboration with Teachers, Specialists, Nurses, Principals, and The Family Intake Center Personnel to ensure best practices in placement and effective individualized planning for all ECEP children. Site designated orientations are scheduled by district placement and consists of/but not limited to meet and greet teachers, principal, and support staff, building tour, overview of curriculum benchmarks, WPS policies, procedures, and specialized parent/family activities.

Orientation events are scheduled as followed:

- **August, 25<sup>th</sup>** – Pre-K Orientation for parents/guardians of enrolled students in our Pre-K three (3) and Pre-K four (4) year old program.
- **Kindergarten Orientation Scheduled dates are determined in collaboration with ECEP Supervisor and School Principals.** Once dates are confirmed the schedule is posted to the WPS website and distributed to transitioning parents/guardians.

**Parents are encouraged to contact their designated school liaisons with any questions related to kindergarten orientation or call the Office of Early Childhood office at 203-574-8024.**



### **EARLY INTERVENTION PROGRAM**

The Waterbury Board of Education Public School System Early Intervention Program and other Special Services are available to all students. The Early Childhood Education Program is committed to the Early Intervention Project (EIP). We believe all students can learn and meet success in the classroom. This collaborative consultation model facilitates a forum in which caring adults engage in creative problem solving strategies to attempt to meet the individual needs of children.

The Waterbury Board of Education provides access to Family Resource Centers, The Department of Children and Families, and any and all services that are provided through them. Designated specialists are assigned to work with, assist, and support all readiness programs. The team can provide consultations, observations, suggestions, adaptive technology, Individual Education Plans, or any other services that perhaps may be needed. A school social worker is available to provide support to families and can assist with coordinating support groups and/or play activities. If need be, additional support is available.

## **TOILET TRAINING POLICY**

Any child entering a three or four year old Early Childhood Education Program under Waterbury Public Schools should be toilet trained before the beginning of the school year, but it is not a requirement.

## **BENEFITS OF CO-TEACHING IN A PRE-KINDERGARTEN CLASSROOM**

As a direct result of the *No Child Left Behind Act* and the reauthorization of federal special education legislation, school reformers set higher standards and teachers are accountable for attaining them. In order to ensure that all Pre-Kindergarten students meet these standards with success, a variety of service delivery options have been explored and implemented. Specifically, *Co-Teaching* is one way to deliver services to students with special needs as a part of implementing responsible inclusive practices.

*Cook & Friend (2004)* define Co-Teaching as, “Two (or more) educators or other certified staff who contract to share instructional responsibility for a single group of students, primarily in a single classroom or workspace, for specific content (objectives) with mutual ownership, pooled resources and joint accountability—although each individual’s level of participation may vary”.

Although clearly stated, the question remains: What is the rationale for including co-teaching as part of any students’ program? Simply, every child has the right to learn. The Co-Teaching model is one service delivery approach that when implemented effectively, allows for all students including those with and without disabilities, to be educated within the general education setting—gaining access to the general education/grade level curriculum. This certainly is not to suggest that an appropriate continuum not be followed in order to respond to each student’s individual needs. However, once the co-taught classroom has been determined the least restrictive environment for specific students, it has now become the responsibility of every “highly qualified” educator to successfully meet the needs of each and every child.

The Co-Teaching model consists of six approaches. Students are more likely to meet success when these approaches are planned and implemented in a deliberate fashion—intentional teaching with a purpose. This process must entail ongoing monitoring and adjusting in order to facilitate quality instruction and improved student achievement. It is important to vary the models to successfully meet the needs of all of our students.

Just as there are benefits of disabled and non-disabled peers working together in a general education setting, there are benefits of general and special education teachers working together in a co-teaching relationship/classroom also. These include opportunities for professional growth, accountability, support, collaborative planning, instructing, and assessing all students in an effort to meet every child’s individual needs.

It is for these reasons, that although challenging, the benefits of co-teaching clearly outweigh the negatives. In addition, as more and more teachers implement the approaches, improved student achievement, self-confidence, increased social skills and long lasting friendships will ultimately result—for not only our children, but also, the educators - who are so willing to embrace and implement the concept of co-teaching.

## **POLICIES**



### **SCHOOL RECORDS**

Parents and/or guardians have the right to examine their child's scholastic records at the school office. They should place their request in writing and contact the school to arrange a mutually convenient date and time if the explanation of records is desired.



### **HEALTH RECORDS**

All children registered for our Early Childhood Education Program must have the following documented health information recorded on a Yellow Health Assessment form as required by the State of Connecticut:

#### ***Yellow Health Assessment Form (ED191 Rev. 8/2011)***

##### **Immunization Pre-Kindergarten:**

- **DTaP:** 4 doses
- **Polio:** 3 doses
- **MMR:** 1 dose on or after the 1st Birthday
- **Hep B:** 3 doses, last one on or after 24 weeks of age
- **Varicella:** 1 dose on or after the 1<sup>st</sup> Birthday or verification of disease
- **Hib:** 1 dose on or after the 1<sup>st</sup> Birthday
- **Pneumococcal:** 1 dose on or after the 1<sup>st</sup> Birthday
  
- **Influenza:** 1 dose administered each year between August 1<sup>st</sup> - December 31<sup>st</sup> (2 doses separated by at least 28 days required for those receiving flu for the first time)
- **Hepatitis A:** 2 doses given six months apart, 1 dose on or after the 1<sup>st</sup> Birthday
- **Lead Test (normal):** MUST be documented annually. If not provided on school entry, your child must have this test done within eight (8) weeks of starting school in order to remain enrolled.

#### ***Blue Health Assessment Form (HAR-3 Rev. 4/2010)***

##### **Immunization Kindergarten:**

- **DTaP:** at least 4 doses-last dose MUST be given on or after 4<sup>th</sup> Birthday
- **Polio:** at least 3 doses-last dose MUST be given on or after 4<sup>th</sup> Birthday
- **MMR:** 2 doses separated by at least 28 days, 1<sup>st</sup> dose on or after the 1<sup>st</sup> Birthday
- **Hep B:** 3 doses, last one on or after 24 weeks of age
- **Varicella:** 2 doses separated by at least 3 months, 1<sup>st</sup> dose on or after the 1<sup>st</sup> Birthday or verification of disease
- **Hib:** 1 dose on or after the 1<sup>st</sup> Birthday for children less than Five years old

Parent/Guardian will be contacted by the school and/or the school nurse to inform you of screenings for dental (Smile Builders), hearing and vision. You may contact the school nurse if you have any questions related to results.

### **CONTAGIOUS ILLNESS or RASHES**

Parents are required to notify school personnel whenever a child has been exposed to a contagious disease. This includes, but may not be limited to: Strep Throat, Pink Eye, Fifths Disease, Meningitis, Hepatitis, Ringworm, Impetigo, Lice, etc. If symptoms occur, the school nurse or her designee will notify the student's parents/guardians by phone or nurse's note. Information will be given to the parent/guardian so that they will be aware of the symptoms of these diseases.

If a child has a medically documented condition which necessitates frequent absences, a physician's note is necessary upon his/her return to school.

If a child is absent due to an illness, they are not allowed to return to school until free from any of the symptoms.

The following health conditions, when identified by the clinical expertise of the City of Waterbury, board certified, school nurse, may warrant the following actions:

<b><u>Symptom/Condition</u></b>	<b><u>Excluded from School Until</u></b>
<i>Temperature over 100.5 degrees</i>	<i>~24 Hours with no fever and symptom free (unmedicated)</i>
<i>Vomiting</i>	<i>~ No vomiting for 12 Hours</i>
<i>Diarrhea</i>	<i>~ Student may return to school as long as bowel movements don't interfere with classroom activities</i>
<b><u>Symptom/Condition</u></b>	<b><u>Excluded from School Until</u></b>
<i>Rash of unknown origin</i>	<i>~Rash is gone, or diagnosed and treated</i>
<i>Strep</i>	<i>~24 hours, after initiation of antibiotic treatment</i>
<i>Purulent Conjunctivitis (Pink Eye)</i>	<i>~Exclusion until treated</i>
<i>Impetigo</i>	<i>~Exclude; Return with physician or school nurse permit or after treatment/clearing of lesion.</i>
<i>Head Lice</i>	<i>~Student may return once treated</i>

### **EMERGENCY NUMBERS**

Emergency numbers must be kept up to date. This is to ensure that we can contact the parent/guardian at any time in case of an emergency. Parent/guardian is to inform the classroom teacher of any changes. The classroom teacher will immediately notify the office and nursing personnel in writing of the change so that all files may be updated.

### **INJURED CHILD**

If a child is injured during the school hours, the following steps will be taken:

1. The child will be brought to the nurse's office and treated by the fully licensed, State of Connecticut Registered Nurse on staff.
2. In the event the child is not able to be moved, administration and/or nursing staff from the site will be notified and 911 will be called.  
(See above list for emergency treatment)



### **The Early Childhood Education Program. . .**

1. Requires children in the program to receive a well-child screening exam annually. Well-child examinations should be comprehensive and include a complete physical examination and health history, a developmental and nutritional assessment, eye and hearing exams, health education and information, and immunizations and lab tests, including blood lead levels, as appropriate, based on the age of the child and outlined in the EPSD periodicity schedule.
2. Plays a pivotal role in linking children and their families to the health care delivery system. The program reviews children's health records and notifies the parent or guardian when the health record indicates that a child is due for a well-child examination and/or appropriate screenings. The ability of the program to assist in making referrals and provide access to preventative and primary health care can ensure the healthy growth and development of children as well as early identification of problems that may benefit from intervention.
3. Requires proof of regular dental examinations every six months. These examinations should include education and information for parents and children concerning fluoride supplementation, tooth cleaning, injury prevention, and dietary habits as well as any other appropriate, preventative dental procedures.
4. Provides young children and their families' access to coverage for these vital health services. Coverage is available for regular well-child care and other health care services for children who are enrolled in Connecticut's HUSKY A (Medicaid) program under the federal EPSDT program which is directly referenced in the school readiness legislation. Young children enrolled in HUSKY B or in commercial health insurance plans are covered under their plans for regular well-child care. Both HUSKY plans and most commercial insurance plans follow the recommended schedule for well-child care that has been established by the American Academy of Pediatrics (AAP).
5. Works with families who need assistance in obtaining health insurance coverage for their children. Connecticut's HUSKY A program provides comprehensive coverage for all children (including children with other health insurance) with incomes below 185% of the federal poverty level - approximately \$31,000 for a family of four. The HUSKY B program provides health insurance coverage for uninsured children with incomes above 185% of the federal poverty level. Depending on the family's income, this coverage is either free or offered at low cost. There are no income limits for HUSKY. Families with income above 300% of the federal poverty level (about \$50,000 for a family of four) can enroll their children by paying the group premium rate. All families below that income level are eligible for subsidized coverage. For children in families with incomes below 185% of the federal poverty level (about \$31,000 for a family of four), there is no cost to the family. The family's assets or property are not considered in determining the coverage that a family will receive.
6. Employs a school nurse at every site. The school nurses role is to provide consultation, training and education for program staff and families on well child care at least twice a year.



### **MEDICATION POLICY**

The policy and procedures for the administration of medication in schools has been written in accordance with Connecticut Education Laws. Families and physicians are encouraged to develop medication schedules for students, which do not interrupt the school day. Unfortunately, there are children who could not be maintained in the classroom without medication during the day. Therefore, the Department of Education and Health recognizes their responsibility in providing assistance to these children. No medication will be given without a written Medication Authorization Form from a licensed physician/dentist, a written parental request, and approval from the School Medical Advisor.

The following guidelines must be met in order for your child to receive medications at school:

- Medications must be brought to school by an adult responsible for the child's care.
- Medications must be in the original container with label stating how it is to be given.
- No more than a 45-day supply of medication should be brought in at one time.

All medications must be picked up by the parent after the order for giving medication has expired or when the school year ends. All medications not picked up will be destroyed

**No child is ever to have any medication with them in school - this includes cough drops, sun block, bug spray, etc.**



### **STUDENT INFORMATION / EMERGENCY CONTACTS**

All student information **MUST** be kept up to date. It is the parent's responsibility to keep all information current. You may change any information at any time by calling the E.C.E.P. office.

The following information **MUST BE CURRENT AT ALL TIMES:**

- Home Address
- Home Phone Number
- Parent/Guardian Work Phone Numbers
- Cell Phone Numbers
- Emergency Contact Numbers (*We must have phone numbers where we can speak directly to a person (no pagers, voice mail, etc.) Also, list only contacts who are over 18 years of age, and who CAN and WILL pick up a student in the case of an emergency.*)

### **REPORTING OF CHILD ABUSE AND NEGLECT OF CHILDREN**

Connecticut General Statute Section 17a-101, as amended by Public Act 96-246, requires certain educational personnel (teachers, school principals, school guidance counselors, and school professionals, as well as licensed nurses, psychologists, and social workers) who have reasonable cause to suspect or believe that a child has been abused or neglected to report such abuse and/or neglect. In furtherance of this statute and its purpose, it is the policy of the Board of Education to require **all employees** of the Board of Education to report suspected abuse and/or neglect, in accordance with the procedures of the Waterbury Board of Education.



## **ATTENDANCE POLICY**

The Waterbury Board of Education requires all students to attend school on a consistent basis. Each student shall be present to participate in class instruction and learn through interaction with both the faculty and their peers. Should your child be absent, please call the main office of your school and send a note to your child's teacher upon their return, informing them of the reason for the absence. Acceptable reasons of absence are illness, incapacity or doctor's visit, religious holidays, court appearances, funerals, approved school activities, and suspension. Absences from school for special activities (even with parental consent) should be limited. Due to the extensive waiting list and limited number of seats in our program, any child who is absent for an excessive amount of time without an acceptable reason will be removed from our program and replaced by a student on the waiting list.



## **CITY OF WATERBURY MANDATORY DRESS CODE POLICY**

One of the primary functions of the school setting is to provide a foundation for the formation and development of proper attitudes – the most essential being a sense of seriousness toward education. The conduct and dress of pupils is often reflective of their attitude toward school and schoolwork. Conduct and dress appear to go hand and hand. Therefore, that which is acceptable and proper for play, recreation and home may not be acceptable for the school environment. Research has shown that children's attire at school directly affects both attitudes and learning outcomes. Mandatory dress code and uniform policies have proven to influence these areas in a positive manner. The cleanliness, health, and safety of the child ultimately must be the concern of every parent. Each parent is responsible for his/her child's dress at school.

The attire of each pupil should be in accordance with the City of Waterbury's **dress code** listed below:

***JUMPERS, SKIRTS, DRESSES, PANTS, SHORTS, OR SKORTS:*** Must be solid navy, gray, khaki, or black. Must be "dress" or "docker" style pants or knee length shorts and skirts. Pants, shorts, skirts, and skorts must be worn or belted at the waist. NO DESIGNS OR STRIPES. NO JEANS.

***TOPS:*** Must be oxford, polo, or turtleneck style with sleeves and a collar. These may be solid white, blue or black. Tops must cover waistline when arms are raised. NO DESIGNS MAY BE ON SHIRTS.

***OPTIONAL:*** Sweater, fleece (V-neck or cardigan), blazer, suit jacket or vest - worn over top (colors: solid navy, blue, or white). Student's name must be written on inside tag.

***FOOTWEAR:*** Loafers or dress shoes are strongly recommended. White or black sneakers are permitted. Sandals, clogs or bare feet are not permitted.

***GYM DAY ATTIRE:*** Sweats may be worn to school on scheduled gym days. Sweats may be navy blue or gray. Solid navy blue, gray, or white T-shirts may also be worn. No logo or stripes may be on sweats or shirts.

## **DISCIPLINE POLICIES AND PROCEDURES**

The Board of Education authorizes the administration of the schools under its direction to suspend any pupil where conduct endangers persons or property or is seriously disruptive to the educational process and/or conduct which is in violation of a publicized policy of such board. School personnel are not desirous of suspending pupils or referring pupils to juvenile authorities. Instead, they are hopeful that parents will partner with educators in helping children become responsible for their own actions. The discipline code calls for your participation as a parent in determining what direction disciplining will take when defacement, damage, destruction or loss of school property is involved. Our students' health and safety are our **primary** concerns. The discipline code, rules, policies and procedures of the school must be followed. Children who choose not to follow rules or procedures will receive a consequence. Consequences range from warning or a loss of recess to suspensions. The administration and/or teachers determine the consequences. While parent input and opinions are always welcome, they are not involved in the decision making when distributing a consequence to a student. The staff will be happy to discuss any issue involving your child, but we will not discuss another child with you (due to privacy laws).

The Early Childhood Education Program staff adheres to the Discipline Policy that is set forth by the City of Waterbury Board of Education. We recognize that all children develop at their own rate. Therefore, guidelines have been put in place to address behaviors of children with challenging behaviors. Teaching Staff never engage in use of physical punishment, psychological abuse or coercion as a form of discipline. They always refrain from making derogatory remarks or threats and will not withhold food as a form of discipline.

The Pre-K staff firmly believes that emotional development, like other learning, takes time. The staff works tirelessly to promote a positive environment school-wide that will provide each student the opportunity to develop emotionally and socially at his or her own rate.

In addition, our Pre-K staff strives to provide a safe and nurturing environment for all children. With this philosophy in mind, we have implemented a program-wide Positive Behavior Intervention Support (PBIS) Behavior Modification system. PBIS is a proactive and comprehensive continuum of support, designed to provide opportunities to all students, including students with disabilities, for achieving social and learning success, while preventing problem behaviors. PBIS is a 3-tier approach that relies primarily on positive approaches, has a goal of sustained results achieved over time and is developed by a collaborative team of school staff.

The 3 tiered approach to prevention:

- Intentionally teaches social skills, the same as academic skills.
- Considers the meaning of behavior.
- Uses practical interventions, multiple approaches, and ongoing data collection.

## VISITORS

Parents are always welcome to visit the school. *However, for the safety and well-being of all students and staff, there are important procedures which MUST be followed, without exception, at all times.*

*All visitors are to report to the Main Office immediately upon entering the building.* This includes, but is not limited to: walking students into school, picking a student up early, picking up homework/class work, picking a student up from the nurse's office, etc.

**NO ONE is allowed to be in the building AT ANY TIME without signing in and receiving a Visitor's Pass from the Main Office.**

If you wish to visit your child's classroom, please notify the office in advance so that the necessary arrangements can be made with the individual teacher.



## MEDIA COVERAGE

From time to time, media (newspaper, radio, TV) coverage of events taking place in our school is requested. This is an exciting and rewarding experience for most pupils. However, there may be parents who do not desire to have their child/children included in TV or newspaper coverage of an event. If so, please inform your child's teacher of your wishes by completing and returning the Media Form sent home in the beginning of the school year. Otherwise, it will be assumed that your child may participate.



## FIRE DRILLS

Fire drills are held monthly as required by state law. Students follow the exit directions posted in each classroom. The signal for the fire drill is a constant blast on a special horn. When the alarm sounds, students are to proceed with their class to their designated location in a quick, quiet and orderly manner. Teachers are required to check attendance for their class and report any absences to the principal. Students should not return into the building without permission from the principal. When a fire drill is in progress, parents are asked not to take their children out of line or bring them home. We must account for all students at this time for everyone's safety.



## TRANSPORTATION

Transportation may be provided on a limited basis. Safety rules should be discussed with your child to ensure a safe ride to and from school. Parents are required to sign contracts for their children to ride the bus. All students are required to ride their assigned bus. Any changes in transportation must be cleared through the office. A child designated to take a bus will not be permitted to go home by any other means unless there is written permission by the parent. Any person picking the child up (other than the parent) must be over 18 years old and on the child's emergency contact list. Also, walkers are not permitted to ride the bus home from school to a friend's or sitter's house.

Any questions regarding the bus routes, schedules, pick-up points, time, or bus drivers, please contact the Busing Coordinator, **Chip Fitzgerald at 574-8025 or work cell# (203) 437-0882**

Please keep in mind that riding on the school bus is a privilege. We reserve the right to cancel busing at any time. Any student that does not follow the bus safety rules will not be permitted to ride to or from school on a bus, thus leaving transportation the responsibility of the parents.

### **E.C.E.P. BUSING RULES**

Busing is a courtesy. We would like to bring to your attention to the following rules for bused children:

1. CHILDREN AND PARENTS *MUST BE READY AND WAITING* AT THE DESIGNATED STOP/CURBSIDE FOR *BOTH PICK-UP AND DROP-OFF*.
2. *ONLY YOU* OR THE *AUTHORIZED NAMES* YOU HAVE GIVEN US WILL BE ALLOWED TO PUT THE CHILD *ON AND OFF* THE BUS. (EVERY AUTHORIZED PERSON MUST BE 18 YEARS OF AGE OR OLDER.)
3. A NOTE OR TELEPHONE CALL TO THE CLASSROOM OR OUR OFFICE WILL BE ACCEPTED FOR "EMERGENCY" SITUATIONS ONLY.
4. THE BUS HAS A STRICT TIME SCHEDULE. THEREFORE, YOU ARE EXPECTED TO BE ON TIME AND WAITING AT ALL TIMES.
5. **PENALTY:** IF YOU ARE NOT AT THE DESIGNATED DROP OFF LOCATION, YOUR CHILD WILL BE TAKEN TO THE EARLY CHILDHOOD OFFICE\* AT:  
**30-B Church Street, Waterbury, CT (203) 574-8024**

\*1/2 day Bucks Hill students will be returned to Bucks Hill School

**FIRST RETURN:** VERBAL WARNING

**SECOND RETURN:** AUTOMATIC THREE DAY SUSPENSION FROM BUS










**THIRD RETURN:** AUTOMATIC PERMANENT REMOVAL FROM BUS

**Please make every effort not to take our busing service for granted.**

## **PARENT INVOLVEMENT & BEST PRACTICES**

The Waterbury Public Schools are committed to ensuring that parents are actively engaged in the educational process (Waterbury Blueprint for Change).

### ***The Early Childhood Education Program Best Practices...***

-  *recognizes parents as teachers' partners in the education of their child - each bringing their strengths to that relationship.*
-  *has written policies and procedures developed with the assistance of parents that clearly outline the programs' philosophy, curriculum, and strategies for addressing children's needs.*
-  *staff respects individual cultural, linguistic and life style differences in families.*
-  *has an open, two-way (both written and oral) communication system to keep parents and staff informed on the day-to-day events in their child's life.*
-  *has a system in place that supports the growth and development of parents in leadership and governance roles.*
-  *has a system in place to identify the needs of parents, linking them with collaborating agencies if necessary.*
-  *provides opportunities for parent involvement at various levels.*
-  *employs an open-door policy for parents to observe or participate in their child's class.*
-  *has a "Parent Library" that includes books and materials for their use. Parents are welcome to stop by and meet other parents, review materials, or talk to staff members.*

*Staff, parents, and others collect information on program quality from many sources. ECE utilizes the NAEYC program self assessment, family, and staff questionnaires annually. The information gathered, reviewed, and suggested modifications are implemented as needed. The Waterbury Board of Education has monthly meetings in which parents/community members offer ideas and are encouraged to engage in governance decisions.*

## **ECEP FAMILY INTERVENTION SPECIALIST**

The Family Intervention Specialist/Social Worker is responsible for providing support and intervention to children and families in need of services. Throughout the school year, the Family Intervention Specialist will be visiting your child's classroom providing support to teachers with social aspects of the education process, including attendance issues. Parents are encouraged to be involved in their child's education. Therefore, you will be invited to various parent workshops and conferences to expand your knowledge of the education being provided to your child. Please feel free to contact our Family Intervention Specialist if you have any questions at **203-574-2414**

### **PARENT LIAISON**

In addition to our ECEP Family Intervention Specialist, each program site has a Board of Education designated Parent Liaison to provide onsite and hands on support services/advocacy/activities for families and students. A complete list of Parent Liaisons can be found on our Waterbury Public Schools website at [www.waterbury.k12.ct.us](http://www.waterbury.k12.ct.us).

### **PARENT ADVISORY COMMITTEE**

You are encouraged to take advantage of our Parent Advisory Council. Parents play an integral role in their child's early education. As a member, you will share in the process of curriculum planning and revision, in addition to voicing ideas that promote your child's growth and development.

**Please call our Family Intervention Specialist, if you are interested in becoming a committee member.**



### **PARENT/TEACHER CONFERENCES**

If a conference is needed with the classroom teacher, it is recommended that parents make an appointment rather than discussing concerns at an unscheduled time before, during or after the school day. The teacher needs time to review information regarding the student and compile any necessary documentation for the discussion. In order to allow for a successful conference, please make an appointment first.

### **OPEN HOUSE / PARENT TEACHER CONFERENCE SCHEDULE**

August 25<sup>th</sup> – Pre-K Parent Orientation  
September 20<sup>th</sup> – Pre-K Early Dismissal/ Open House 5-7p.m.  
December 6<sup>th</sup> – Pre-K No School/Parent Conferences  
April 25<sup>th</sup> – Pre-K No School/Parent Conferences



## **SCHOOL MEALS**

School breakfasts and lunches are provided for all our students at each center. The menu is printed in the Waterbury Republican-American and also in monthly newsletters.

Meals are served family style with teachers and/or assistants present. This is a time to engage the children in language-rich conversation and to model appropriate dining behavior/manners. All children are encouraged to try new foods.

***It is the responsibility of the parent to notify the staff of any dietary restrictions or food allergies that their child may have. Each child with documented food allergies/sensitivities must have a special care plan on file that is reviewed by administration and the school nurse.***

## **CELEBRATIONS**

Celebrations occur throughout the school year for children's birthdays or thematic lessons. Any food brought in for a classroom celebration must be store-bought and unopened. Please remember... we encourage healthy snacks for all our children.

The following food items are not acceptable as they present a choking hazard:

- Hot Dogs
- Whole Grapes
- Nuts
- Popcorn
- Raw Peas
- Hard Pretzels



**“EMERGENCY DISMISSAL”**  
**“EMERGENCY DISMISSAL.”**  
**(Usually caused by inclement weather)**

**2016-2017 School Year**

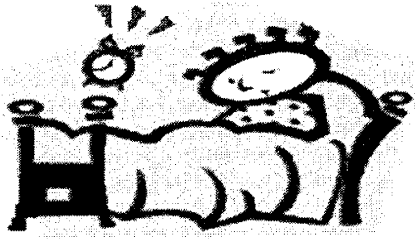
<b>CENTER</b>	<b>EMERGENCY DISMISSAL HOURS</b>
Bucks Hill FULL Day	10:45 a.m.
Bucks Hill Annex	10:30 a.m. (No P.M. Classes)
Bunker Hill	11:30 a.m. *(Walkers)
Career Academy	10:00 a.m.
Carrington	11:30 a.m.
Driggs	10:00 a.m.
Duggan	10:30 a.m.
Gilmartin	11:30 a.m.
Sprague	10:30 a.m.
Maloney	11:00 a.m.
J. Reed	11:30 a.m.
Rotella	11:30 a.m.
Walsh	11:30 a.m. *(Walkers)
Washington	10:30 a.m. *(Walkers)
Wilson	10:30 a.m. *All-Star
W. Cross	11:00a.m.

## 2 HOUR LATE OPENINGS

*2017-2018 School Year*

<u>CENTER</u>	<u>HOURS</u>
Bucks Hill	10:45 a.m.
Bucks Hill Annex	12: 35 p.m. <b>(no a.m. classes)</b>
Bunker Hill	10:20 a.m.
Career Academy	9:50 a.m.
Carrington	11:00 a.m.
Driggs	9:50 a.m.
Duggan	9:50 a.m.
Gilmartin	9:50 a.m.
Maloney	11:00 a.m.
Sprague	9:50 a.m. <b>(no a.m. classes)</b>
Reed	10:00 a.m.
Rotella	11:00 a.m.
Walsh	10:20 a.m. <b>(no a.m. classes)</b>
Washington	9:50 a.m.
Wilson	10:20 a.m.
W. Cross	11:00 a.m.

**NOTE:** School cancellations, late openings, or early dismissals due to inclement weather or other emergencies are broadcast over television channels 3, 8, 30 and local Channel 16 and over radio stations WATR, WTIC, WPOP, and WWCO

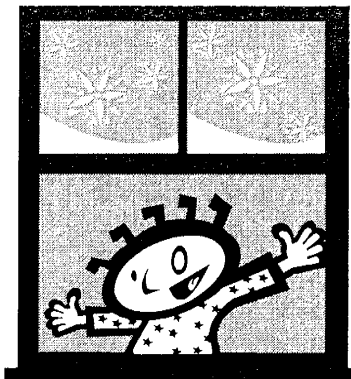


**“SCHEDULED EARLY DISMISSAL”**  
**For the 2017-2018 School Year**

The following dates are scheduled Early Dismissal:

<p>Wednesday, September 20th</p> <p>Wednesday, November 22nd</p> <p>Wednesday, December 6th</p> <p>Wednesday, January 17th</p> <p>Wednesday, February 14th</p>	<p>Wednesday, March 28th</p> <p>Wednesday, April 25th</p> <p>Wednesday, May 16th</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

<u>CENTER</u>	<u>EARLY DISMISSAL HOURS</u>	
Bucks Hill	12:30 p.m.	
Bucks Hill Annex	A.M. Session	9:00 -11:00 a.m.
	P.M. Session	11:30 - 1:30 p.m.
Bunker Hill	11:50 a.m.	
Career Academy	11:20 a.m.	
Carrington	12:30 p.m.	
Gilmartin	11:50 a.m.	
Driggs	11:20 a.m.	
Duggan	11:20 a.m.	
Maloney	12:30 p.m.	
Reed	12:30 p.m.	
Rotella	Walker pick-up	12:30 p.m.
	Busing pick-up	1:30 p.m.
Sprague	11:20 a.m.	
Walsh	11:50 a.m.	
Washington	11:20 a.m.	
Wilson	11:50 a.m.	
W. Cross	12:30 p.m.	



### **EARLY CLOSINGS**

In the event of an early dismissal from school due to a storm, heating difficulties, or the like, it is of the utmost importance, (especially when parents are not home during the day), that we have several working emergency numbers on file. Most people are aware of the possibility of an early dismissal when dealing with a storm situation. However, random, unexpected events, such as a breakdown in heating or loss of water, cannot be predicted or readily known to parents. As a result, it is important that we are able to contact someone if school is dismissed early, for any reason. Be aware that your child may only be released to someone whose name is on the emergency contact list, with no exception. This is why it is important to keep this list as updated as possible at all times. If you need to add or delete an emergency contact, forms are available from your child's teacher and the Office of Early Childhood.

# SCHOOL READINESS FEE INFORMATION

## *Full Day/ School Year*

SCHOOL-DAY-SCHOOL YEAR AS IDENTIFIED AND DESIGNATED BY  
STATE DEPARTMENT OF EDUCATION- SCHOOL READINESS GRANT

### SCHOOL READINESS REQUIRED FEES

Since October 1, 2000, the Connecticut State Departments of Education and Social Services have required that parents using full-day childcare programs funded by School Readiness and the State Department of Education (SDE) pay a fee.

**At the time of enrollment all families, including families receiving TFA or SNAP benefits, will be required to document family income and family size so that the childcare fee can be determined. The School Readiness Income Guidelines for determining the family share can be found on page 27.**

- Families must have proof of current Waterbury Residence.
- Children must be in class at least five hours a day, five (5) days a week, in order to remain in the school day/school year program.
- All parents will pay a fee based on income level and the number of family members.
- The tuition can be divided into weekly or monthly installments for your convenience.

The Early Childhood Education Pre-Kindergarten Fee Committee will work closely with families to determine what fee they will pay. The fee determination is based on the School Readiness Program Operations-PO-09-03 and PO-13-01. "Guidance –Fees, Fee Schedule and Family Contributions..." complete guidelines are available upon request or you can go online to [http://www.ct.gov/oec/lib/oec/gp\\_b-01\\_fee\\_schedule\\_march\\_2017.pdf](http://www.ct.gov/oec/lib/oec/gp_b-01_fee_schedule_march_2017.pdf) for more information.

### **Hardship Policy**

If you believe that the tuition installments you are being charged is too much, you can request a review. Your request must be put in writing. The Pre-Kindergarten Supervisor will review your request and will contact you within two (2) weeks of receiving the request. The state believes this is an equitable way to share in the cost and to ensure every child the same high standard of program and service.

### **Requesting Temporary Fee Reduction**

In cases where your family circumstances or income changes and you cannot make the installment payment, you may request a temporary fee reduction. You must put your request in writing and speak with the Pre-Kindergarten Fee staff. No refunds will be made for payments made prior to the date of the written request. **Only the Program Supervisor has the authority to grant fee reductions.**

**For more information on Fee Reductions, please contact the Office of Early Childhood at (203) 574-8024.**

All parent fees and subsidies received by the program will be used to operate the program. Revised annually – per SDE/ST of CT SR [www.sde.ct.gov/sde/lib/sde/pdf/deps/readiness/sr/gp\\_14\\_01](http://www.sde.ct.gov/sde/lib/sde/pdf/deps/readiness/sr/gp_14_01)

(Sample fee agreement)

**PARENT LETTER OF AGREEMENT  
SCHOOL DAY-SCHOOL YEAR PROGRAMS**

I agree to have my child \_\_\_\_\_ attend a **state funded**  
**School Readiness program** at \_\_\_\_\_

The Early Childhood Education Program operates as define by the SDE-SR –School day/School year. The ECE program has a family intervention specialist and support staff to assist and/or refer families in need to community resources i.e. DSS-SNAP-CARE-4KIDS-HUSKY-ETC. In addition, the program offers parent education opportunities, as well as provide an appropriate learning environment for your child.

I, \_\_\_\_\_ the parent/guardian, agree to be responsible for the following:

*\* My child's tuition payment as determined by the St. of CT, Dept. of Education School Readiness Income guidelines PO-13-01.*

*\*Provide complete and current income documentation upon the enrollment and placement of my child.*

*\*Provide current documentation verifying my residing address.*

*\* Adhere to WTBYPublic Schools Attendance Policy, Uniform Policy, and Program Health Policies.*

*\*Maintain and report contact information.*

*\*Contact the ECEP office at 203-574-2414 with any changes.*

*\* My child's file may be accessed by the Waterbury Public Schools and the School Readiness Council's Education Consultant for grant monitoring.*

*\*Information from my child's file will be forwarded to the Waterbury Public Schools for transition and tracking.*

In order for my child to participate in the School Readiness program, I agree to all the requirements listed above.

---

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

---

ECEP Staff Signature \_\_\_\_\_ Date \_\_\_\_\_

**For more SDE-SR Policy information, please visit:**

[www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Readiness/sroverview.pdf](http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Readiness/sroverview.pdf)

## School Readiness Grant / Determination of Fees

Parent /Guardian Name: \_\_\_\_\_

The following is the tuition calculation for your family share. All calculations are based on the Fee Schedule provided by the State Department of Education. See attached School Readiness Income Guidelines.

Family Size \_\_\_\_\_

Are you currently receiving Care 4 Kids? \_\_\_\_\_

Documentation on file for:

Date of Birth \_\_\_\_\_

Family Income \_\_\_\_\_

Custody Arrangements (if any) \_\_\_\_\_

\$ \_\_\_\_\_ Family Annual Income

\$ \_\_\_\_\_ Calculated Weekly Family Tuition according to School  
Readiness Fee  
Schedule

S.R. Program Fee to be collected \$ \_\_\_\_\_ weekly /monthly starting on

\_\_\_\_\_.

Hardship Fee to be collected \$ \_\_\_\_\_ weekly/monthly starting on

\_\_\_\_\_.

Parent/Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Fee Share Determination Form - School Day / School Year  
School Year: 2014-2015  
(Sample fee calculation form)

*\*Copy given to parent at time of completion  
\*Original kept onsite (SR) income file*



Office of Early Childhood  
30-B Church Street  
Waterbury, CT 06702

## **SCHOOL READINESS LOCAL PROGRAM DATA WORK**

Waterbury

Waterbury Public Schools Early Childhood Education Program

### Directions:

- 1.) Before you begin, save a hard copy of this workbook file to your hard drive.
- 2.) Complete all forms labeled separately on the bottom tabs as they pertain to your site/sites.
- 3.) Please note that for the "Space Proposal" worksheet, all totals and costs will automatically calculate.
- 4.) Upon completion, save a copy of your workbook by site (i.e., "AnsoniaPublicSchools.xls") to attach to RFP.
- 5.) E-mail your completed workbook to your School Readiness Liaison.

**NOTE: The Program/Site names entered into this workbook MUST match the name on the license (if applicable).**

**PROGRAM INFORMATION**

The name of the site(s) **MUST** match the name on the license (if applicable).

Site/Sites	Address	Town	Zip	Contact Name	Phone
Bucks Hill Annex	330 Bucks Hill Road	Waterbury	06704	Patricia Moran	203-574-8024
Gilmartin	94 Spring Lake Road	Waterbury	06706	Patricia Moran	203-574-8024
Duggan	38 West Porter Street	Waterbury	06708	Patricia Moran	203-574-8024
Reed	33 Griggs Street	Waterbury	06704	Patricia Moran	203-574-8024
Carrington	24 Kenmore Avenue	Waterbury	06708	Patricia Moran	203-574-8024

SITE ACCREDITATION / APPROVAL STATUS									
The name of the site(s) <b>MUST</b> match the name on the license (if applicable).									
SITE	LICENSING			NAEYC STATUS					HEAD START
	Yes	License Exp. Date	Exempt	Pending	ID#	Certificate Exp. Date	3-yr. Window Due Date	Candidacy Date (see NAEYC timeline)	Expected Date of Visit (3-month window)
Bucks Hill Annex			x		725352	7/1/2020			x
Carrington			x		728594	6/1/2021			x
Duggan			x		727633	7/1/2019			x
Gilmartin			x		726344	7/1/2017			x
Reed			x		728042	12/1/2020			x

Identify the number for each type of space, start date and cost. List totals for agencies with multiple sites, then list each site. The name of the site(s) **MUST** match the name on the license (if applicable).

\*Start Date refers to the date the site first received School Readiness funds.  
 \*\*Priority School Readiness only

\*Start Date refers to the date the site first received School Readiness funds.

# **SCHOOL READINESS LOCAL PROGRAM BUDGET WORKBOOK**

Waterbury  
Waterbury Public Schools

## **Directions:**

- 1.) Before you begin, save a hard copy of this workbook file to your hard drive.
- 2.) Complete all forms labeled separately on the bottom tabs as they pertain to your site/sites.
- 3.) Please note that the "Budget Justification" worksheet will automatically populate the ED114 Budget worksheet.
- 4.) Upon completion, save a copy of your workbook by site to attach to RFP.
- 5.) E-mail your completed workbook to your School Readiness Liaison.



## Municipality: Waterbury July 1, 2017 to June 30, 2018

July 1, 2017 to June 30, 2018

Line Items	NARRATIVE	
111A	NON-INSTRUCTIONAL	BUDGET
	TOTALS	\$ -
111B	INSTRUCTIONAL	
	Preschool Teachers	\$ 1,313,000.00
	Teaching Assistants	\$ 379,000.00
	TOTALS	\$ 1,692,000.00
200	PERSONNEL SERVICES / EMPLOYEE BENEFITS	
	TOTALS	\$ -
320	PROFESSIONAL EDUCATIONAL SERVICES	
	TOTALS	\$ -
321	TUTORS	
	TOTALS	\$ -
322	IN-SERVICE	
	TOTALS	\$ -
323	PUPIL SERVICES	
	TOTALS	\$ -
324	FIELD TRIPS	
	TOTALS	\$ -
325	PARENT ACTIVITIES	
	TOTALS	\$ -

330	EMPLOYEE TRAINING AND DEVELOPMENT SERVICES	
	TOTALS	\$ -
340	OTHER PROFESSIONAL SERVICES	
	TOTALS	\$ -
400	PURCHASED PROPERTY SERVICES	
	TOTALS	\$ -
500	OTHER PURCHASED SERVICECS	
	TOTALS	\$ -
600	SUPPLIES	
	TOTALS	\$ -
700	PROPERTY	
	TOTALS	\$ -

FISCAL YEAR 2018			
ED 114 BUDGET FORM			
<b>GRANTEE NAME:</b>	City of Waterbury, Waterbury Public Schools		
<b>GRANT TITLE:</b>	School Readiness Grant Program		<b>Grant Period:</b> 7/1/2017 to 6/30/18
<b>Project Title</b>	Priority School Readiness Local Grant Program	<b>Total Award:</b>	\$ 1,692,000.00
<b>CODES</b>	<b>DESCRIPTIONS</b>	<b>BUDGET</b>	
111A	Non-Instructional	\$	-
111B	Instructional	\$	1,692,000.00
200	Personal Services	\$	-
320	Professional Educational Services	\$	-
321	Tutors	\$	-
322	In-service	\$	-
323	Pupil Services	\$	-
324	Field Trips	\$	-
325	Parent Activities	\$	-
330	Employee Training and Development Services	\$	-
340	Other Professional Services	\$	-
400	Purchased Property Servives	\$	-
500	Other Purchased Services	\$	-
600	Supplies	\$	-
700	Property	\$	-
<b>TOTAL</b>		<b>\$</b>	<b>1,692,000.00</b>
		Original Date:	Revised Date:



# **LOCAL SCHOOL READINESS APPLICATION SCORING PACKET**

Reviewers Names: _____	Program Name: _____ Address: _____  <input type="checkbox"/> Priority <input type="checkbox"/> Competitive
Spaces requested: Full-Day _____ School-Day _____ Part-Day _____ Extended-Day (PSR only) _____	Score: _____/100 Funding Recommendation: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Discuss

Check the most appropriate box per row based on the program application materials.

Application Section	Criteria	Insufficient Evidence of Criteria	Sufficient Evidence of Criteria	Strong Evidence of Criteria
See basic requirements checklist	Meets Basic Requirements	<p>Application does not meet one or more of the basic requirements (DO NOT SCORE)</p> <p>Application <i>may</i> be returned for completion and when completed, may be scored at the discretion of the School Readiness Council with a deduction of 10 points.</p> <p>(-10 points)</p> <p><input type="checkbox"/></p>	NA	<p>Application meets all of the basic requirements (score application)</p> <p><input type="checkbox"/></p>
		NOTES:		
Health and Safety (licensed and license exempt)	License or license verification form for license exempt	<p>If license exempt, no verification form provided.</p> <p>If licensed, history of significant violations and/or consent orders.</p> <p>(0 points)</p> <p><input type="checkbox"/></p>	<p>If license exempt, evidence that all basic health and safety requirements are met. The program has not had a health and safety inspection by the OEC (Care4Kids requirement).</p> <p>If licensed, no history of major violations or consent orders. There is a history of reoccurring minor violations.</p> <p>(7 points)</p> <p><input type="checkbox"/></p>	<p>If license exempt, evidence that all basic health and safety requirements are met and program has had a health and safety inspection by the OEC (Care4Kids requirement).</p> <p>If licensed, no history of major violations or consent orders and all minor violations are addressed</p> <p>(15 points)</p> <p><input type="checkbox"/></p>
		<p>If no licensing history or evidence of health and safety requirements for license exempt 10 points deducted.</p> <p>(-10 points)</p> <p><input type="checkbox"/></p>	NOTES:	



## LOCAL SCHOOL READINESS APPLICATION SCORING PACKET

Application Section	Criteria	Insufficient Evidence of Criteria	Sufficient Evidence of Criteria	Strong Evidence of Criteria
Accreditation	NAEYC Accreditation/ Head Start Approval	<p>Program is not Head Start approved of NAEYC Accredited and does not provide sufficient documentation that it will achieve Accreditation within 3 years.</p> <p>(0 points)</p> <input type="checkbox"/>	<p>Program has documented that it will become NAEYC Accredited within 3 years of receiving the School Readiness grant</p> <p>(3 points)</p> <input type="checkbox"/>	<p>Program is NAEYC Accredited or Head Start approved</p> <p>(5 points)</p> <input type="checkbox"/>
		NOTES:		
Staffing	Professional Registry	<p>Program staff is not entered into the Professional Registry.</p> <p>(0 points)</p> <input type="checkbox"/>	<p>Program has some staff entered into the Professional Registry or staff entered into the Registry have inaccurate information.</p> <p>(5 points)</p> <input type="checkbox"/>	<p>The program provides evidence that ALL staff members are entered appropriately into the Professional Registry.</p> <p>(10 points)</p> <input type="checkbox"/>
		NOTES:		
Staffing	Qualified Staff Members	<p>Program does not meet QSM requirements for 7/1/2017.</p> <p>(0 points)</p> <input type="checkbox"/>	<p>NA</p>	<p>Program meets QSM requirements for 7/1/2017.</p> <p>(10 points)</p> <input type="checkbox"/>
		NOTES:		
Proposed Activities	Recruitment (see answer to item A)	<p>There is no plan to identify and recruit children from families at or below 75% SMI.</p> <p>(0 points)</p> <input type="checkbox"/>	<p>There is a vague plan to identify and recruit children from families at or below 75% SMI.</p> <p>(5 points)</p> <input type="checkbox"/>	<p>There is a plan with specific action steps to identify and recruit children from families at or below 75% SMI.</p> <p>(10 points)</p> <input type="checkbox"/>



## LOCAL SCHOOL READINESS APPLICATION SCORING PACKET

Application Section	Criteria	Insufficient Evidence of Criteria	Sufficient Evidence of Criteria	Strong Evidence of Criteria
		NOTES:		
Proposed Activities	Fiscal commitments (see answer to item D)	<p>The program has fiscal commitments that appear to be beyond the capacity of the organization to maintain.</p> <p>(0 points)</p> <p><input type="checkbox"/></p>	<p>The program has some fiscal commitments that could impact the program but has a plan to manage them.</p> <p>(5 points)</p> <p><input type="checkbox"/></p>	<p>The program is managing its fiscal commitments.</p> <p>(10 points)</p> <p><input type="checkbox"/></p>
		NOTES:		
Proposed Activities	Collaborative activities (see answer to item E)	<p>No evidence of collaboration.</p> <p>(0 points)</p> <p><input type="checkbox"/></p>	<p>Collaborations are minimal.</p> <p>(3 points)</p> <p><input type="checkbox"/></p>	<p>Collaborations with other grants/programs/agencies are robust.</p> <p>(5 points)</p> <p><input type="checkbox"/></p>
		NOTES:		
Proposed Activities	Inclusion of children with special needs (see answer to item F)	<p>There is no evidence that children with special needs are included in the program.</p> <p>(0 points)</p> <p><input type="checkbox"/></p>	<p>There is evidence that children with special needs are included in the program, but that the program may need support with best inclusive practices (e.g., children with special needs are enrolled but there is no collaboration with the program and special ed.)</p> <p>(3 points)</p> <p><input type="checkbox"/></p>	<p>There is evidence that children with special needs are effectively included in the program and general education collaborates with special education.</p> <p>(5 points)</p> <p><input type="checkbox"/></p>
		NOTES:		



## LOCAL SCHOOL READINESS APPLICATION SCORING PACKET

Application Section	Criteria	Insufficient Evidence of Criteria	Sufficient Evidence of Criteria	Strong Evidence of Criteria
Proposed Activities	Other activities (see answer to item G)	<p>The program does not describe additional activities (beyond those described in A-F) that benefit children and families.</p> <p>(0 points)</p> <input type="checkbox"/>	<p>The program describes activities (beyond those described in A-F) that benefit children and families. Description(s) are general.</p> <p>(3 points)</p> <input type="checkbox"/>	<p>The program describes additional activities (beyond those described in A-F) that benefit children and families. Description(s) include sufficient detail and proposed outcomes.</p> <p>(5 points)</p> <input type="checkbox"/>
		NOTES:		
Program Description	Program calendar and alternative care plan (see answer to item A)	<p>The program does not have an alternative care plan for when the program is closed and If the program offers full-day programming, the program is not open 50 weeks/year.</p> <p>(0 points)</p> <input type="checkbox"/>	<p>The program has an alternative care plan for when the program is closed.</p> <p>(3 points)</p> <input type="checkbox"/>	<p>The program has an alternative care plan for when the program is closed including specific agreements with program(s) that will provide care and If the program offers full-day programming, the program is open 50 weeks/year.</p> <p>(5 points)</p> <input type="checkbox"/>
		NOTES:		
Program Description	Class size (see answer to item B)	<p>The program does not clearly document class size or adult:teacher ratio or proposed a class size above 20.</p> <p>(0 points)</p> <input type="checkbox"/>	<p>The program has a class size of 20 children or less with 2 staff members.</p> <p>(3 points)</p> <input type="checkbox"/>	<p>The program has a class size of 18 or less children with 2 staff members.</p> <p>(5 points)</p> <input type="checkbox"/>
		NOTES:		



## LOCAL SCHOOL READINESS APPLICATION SCORING PACKET

Application Section	Criteria	Insufficient Evidence of Criteria	Sufficient Evidence of Criteria	Strong Evidence of Criteria
Program Description	Curriculum and assessment (see answer to item C)	<p>No specific curriculum or child assessment are described.</p> <p>(0 points)</p> <input type="checkbox"/>	<p>Curriculum and child assessment are described in general and are not explicitly aligned with the CT-ELDS or Staff have not received training to implement.</p> <p>(3 points)</p> <input type="checkbox"/>	<p>Curriculum and child assessment are well designed, developmentally appropriate and aligned with the CT-ELDS. Staff have received training to implement.</p> <p>(5 points)</p> <input type="checkbox"/>
NOTES:				
Program Description	Daily schedule (see answer to item D)	<p>No daily schedule is provided.</p> <p>(0 points)</p> <input type="checkbox"/>	<p>A daily schedule is provided but lacks detail or does not include a variety of developmentally appropriate activities that alternate between active and quiet and whole group, small group and individual instruction.</p> <p>(3 points)</p> <input type="checkbox"/>	<p>A daily schedule is provided that includes a variety of developmentally appropriate activities that alternate between active and quiet and whole group, small group and individual instruction.</p> <p>(5 points)</p> <input type="checkbox"/>
NOTES:				
Budget	Budget	<p>No budget workbook is provided.</p> <p>(0 points)</p> <input type="checkbox"/>	<p>The budget workbook is provided and justifications are included or have insufficient detail to explain and support expenses.</p> <p>(3 points)</p> <input type="checkbox"/>	<p>The budget workbook is provided with justifications that contain sufficient detail to explain and support expenses.</p> <p>(5 points)</p> <input type="checkbox"/>
NOTES:				



Connecticut Office of  
Early Childhood

## LOCAL SCHOOL READINESS APPLICATION SCORING PACKET

### Scoring Summary

Points from Insufficient Evidence	
Points from Sufficient Evidence	
Points from Strong Evidence	
Total Points	

**Reviewer Signature:**

**Date Review Completed:**

**Reviewer Comments (detailed comments must be provided by each scorer):**

## 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 School Readiness Grant 2017-2018  
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.

06-6001900  
Social Security Number  
or Federal Identification Number

D. M. Orso  
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 Darren Schwartz  
By: Chief Academic Officer  
(Title)  
Business Address: 236 Grand St.  
(City, State, Zip Code)  
Waterbury, CT 06702  
Phone: (203) 574-3016

Date: April 21, 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.

REQUEST FOR PROPOSAL NO. 5762

**LEASING/ACQUISITION  
FOR  
ALTERNATIVE EDUCATION PROGRAM**

City of Waterbury  
Department of Education

April 10, 2017

**The City of Waterbury  
Department of Education**

**Request for Proposal#5762**

**Leasing/Property  
Acquisition  
For  
Alternative Education Program**

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**The City of Waterbury  
Department of Education**

**Request for Proposal #5762**

**Leasing/Property  
Acquisition  
For  
Alternative Education Program**

**Section 00100**

**INSTRUCTIONS FOR SUBMISSION**

The City of Waterbury, Department of Education, hereinafter "City" & "Owner", is seeking proposals from property owners/agents interested in leasing/selling a property to the City, inclusive of a building, within the Waterbury City Limits for a facility to permanently locate its Alternative Education Program's State Street School. Property owners/agents interested in leasing/selling a property shall submit a proposal in accordance with the following Instructions.

**A. Background and Intent**

The Waterbury Department of Education currently leases space for educational purposes. It is their desire to lease or purchase a property with a building suitable for use as a school. The City is seeking proposals from property owners/agents that qualify using the criteria noted below and in Section 00500 – Property Description.

**B. Qualifications**

Eligible proposers will be those property owners/agents that can provide the following:

1. The ability to provide a parcel of land with a building as outlined in Section 00500 of this RFP.
2. Provide information on all owners of the property offered for sale. Identify those with power of attorney.
3. Provide information on current leaser and terms of lease (i.e. end date of lease), if applicable
4. Provide proof of payment of property taxes on the offered property.
5. Provide proof the property is free and clear of all encumbrances, liens and exceptions to title under the interpretations in the Standards of Title of the Connecticut Bar Association, where applicable
6. Provide twelve (12) months of utility invoices for all services serving the property.
7. The proposer must acknowledge that they are fully in accord with the City's requirements of purchasing property; purchase shall be based upon the highest

appraised value of at least three independent appraisals performed by qualified appraisal firms.

8. The proposer shall acknowledge a lease purchase agreement as an acceptable means to selling the property if desired by the City.
9. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.

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

The firm shall provide a proposal in accordance these Instructions.

### **D. Agreement Period**

The City shall decide whether to pursue a purchase agreement or lease purchase agreement within 120 days of receipt of proposals resulting from this RFP.

### **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, execute and sign the forms in Attachment A: Submission Compliance Pack and include them in the separate sealed proposal envelope.
3. All questions and communications about the meaning or intent of this RFP must be submitted to The City of Waterbury eProcurement website **by April 18 , 2017, at 2:00 p.m.**
4. The City will issue written clarifications or interpretations by Addenda online at the City of Waterbury eProcurement website not later than **by April 20 , 2017, at 2:00 p.m.**
5. 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.
6. 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.

## **F. Management**

The City of Waterbury Department of Education will negotiate any contract or purchase order resulting from this RFP.

## **G. Conditions**

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information, which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of **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. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

7. A proposer must be prepared to present evidence of financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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 sale 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 sales agreement or lease purchase agreement resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

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

One original (clearly identified as such), three (3) paper copies and a copy on disc or flash drive of the Qualifications and Proposed Property Submission must be received at the address noted below no later than 2:00 p.m. on April 26, 2017.

Respondents shall complete one (1) copy of Attachment A – Contract Compliance Packet and Section 00400 – Sales Offer Form and include them in a separate sealed envelope. The Sales Offer envelope shall be clearly identified as “Sales Offer” and include the firm's name, City RFP number and RFP title. The Sales Offer envelope shall be submitted along with the above noted Qualifications and Proposed Property Submission.

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room #113  
Waterbury, CT 06702

**Submissions** 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 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.

Submissions 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. Intent, Interest, Capabilities

- a. Letter of Intent: Provide a letter of intent indicating your firm's commitment to the proposed sale of property and how your firm will meet or exceed all expectations.
- b. Conflict of Interest: Disclose any current (within the last 5 years) business, financial, personal or other types of relationships, which may pose a conflict of interest.
- c. Purchase Agreement: The proposer must acknowledge that they are fully in accord with the terms and conditions of the City's Property Acquisition Requirements.
- d. Services Expected of the City: Identify the nature and scope of services that would be generally required of the City in undertaking this sale.

## 3. Lease or Sales Offer.

Proposers shall submit a proposal for the property offered in accordance with this RFP. The City reserves the right to negotiate costs based on provider proposals.

Since the City may desire to consider the proposer's qualifications and other aspects of the RFP prior to the Fee and Compensation Proposal, proposers shall submit their fee and compensation proposal in a separately sealed proposal envelope. The envelope shall be clearly marked "Confidential: Offer of Sale 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.*

## 4. 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 (5) five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

5. 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 Proposal.

6. 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 property. Emphasis will be on how well the proposed property matches up with the property criteria outlined in Section 00500 – Property Description.
- b. Proposed lease/sales offer.
- c. Qualifications. Emphasis will be on the qualifications outlined in Section B. – Qualifications noted above.

2. Selection Process

Representatives from the Education Department will be assembled to evaluate proposals and presentations in accordance with the evaluation criteria outlined above. 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. An Agreement will be awarded to the firm whose offer is the most advantageous to the City. Only the City is in a position to determine what is in its own best

interest and shall be the sole judge of the quality and appropriateness of property proposed. The City's decision will be final.

#### **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/or 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).

**THE CITY OF WATERBURY**

**Request for Proposal #5762**

**Property Lease/Acquisition for Public  
School**

**SECTION 00300**

**ADDENDUM ACKNOWLEDGEMENT FORM**

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that Bidder has carefully examined all the Bid Documents; that Bidder has informed itself fully regarding all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Bid. The Bid prices shall cover all expenses incurred in performing the Work required in the Bid Documents, of which this Bid Form is a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the CITY'S written notice to proceed, which shall occur only after contract execution by both parties.

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

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

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

All Work for this Project shall be performed at the Bid Prices as described in the Bid Documents

Should the Bidder have any question(s) regarding the scope of work to be included within the Total Bid Prices, said question(s) shall be directed as provided in Article 4.1 of the Instructions to Bidders.

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION**

**The City of Waterbury  
Department of Education**

**Request for Proposal #5762**

**Property  
Lease/Acquisition  
For  
Alternative Education Program**

**Section 00400**

**SALES OFFER FORM**

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

Owner/Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RFP #5762:      Property Lease/Acquisition for Alternative Education Program

Complete the following. Respondents may attach a cover letter and any other supporting documents if they so choose. The Sales Offer shall be submitted in a separate sealed envelope clearly identified in accordance with the Instructions for Submission. Seller shall be responsible for paying the Connecticut Real Estate Conveyance Tax and the Town Conveyance Tax. At closing

**1. Sales Offer:**

a. Location of Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Description of Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Selling Price (Written & Numbers): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2. Lease Purchase

Lease Purchase may be a desirable means for the City to acquire the property. Please provide annual rental fees for the proposed property. The amount of rental fees to be applied towards the purchase of the property shall be 100%. Utilities during the rental period shall be paid by the City. Maintenance and tax burden, if any, shall remain the seller's responsibility until the purchase is fully executed.

This RFP is for a 5 year lease, with an additional 5 years at the City Of Waterbury's option.

a. Annual Rental Fees Payable in Monthly Installments (Written & Numbers):

Year #1: \_\_\_\_\_

Year #2: \_\_\_\_\_

Year #3: \_\_\_\_\_

Year #4: \_\_\_\_\_

Year #5: \_\_\_\_\_

Option Years 6-10

Year #6: \_\_\_\_\_

Year #7: \_\_\_\_\_

Year #8: \_\_\_\_\_

Year #9: \_\_\_\_\_

Year #10: \_\_\_\_\_

**The City of Waterbury  
Department of Education**

**Request for Proposal #5762**

**Property Lease/Acquisition for Public  
School**

**SECTION 00500**

**PROPERTY DESCRIPTION**

The City of Waterbury Department of Education is seeking to purchase property, inclusive of a building, within the Waterbury City Limits for a facility to permanently locate an Alternative Education Program. Minimum site size is 2 acres. Minimum building area is 25,000 gross square feet.

The property to be purchased **MUST MEET ALL LOCAL AND STATE REQUIREMENTS FOR USE AS A SCHOOL.** This includes compliance with the Americans with Disabilities Act.

The Property must meet the following criteria:

**A. Site**

1. Preferably within a residential neighborhood
2. Adequate on-street or off-street parking for approximately 25 cars
3. Accessible to public transportation
4. A minimum of a ½ acre of green space or easy access to public green space
5. Appropriate site lighting

**B. Building**

1. Structurally sound and in a good state of repair. Active Camera security system
2. Ten (10) full size classrooms (Student grade level Kindergarten through 8<sup>th</sup> grade)
3. Office space for administration (Principal, Secretary, public area)
4. 3 Clinical Offices
5. Space for use as a Nurses Suite
6. Staff lunch room
7. Student lunch room
8. Food Prep and Storage Area
9. Space for Art and Music classes
10. Space for use as a Media Center/Computer Lab
11. Gymnasium or similar space suitable for physical education
12. Restrooms for student
13. Restrooms for staff

14. Custodial Space
15. Mechanical Equipment Room with direct access to exterior
16. Elevator access to all levels of building if multi-story and current State of Connecticut Inspection Certificate
17. Functional Plumbing, Heating, Ventilation and Air Conditioning Systems
18. Functional Electrical Systems
19. Functional Fire Alarm System
20. Lighting appropriate for building layout
21. Functional Intrusion Alarm System
22. Functional Security Camera System at all building entrances
23. Wired for data/internet systems

C. Other

1. Proposer shall provide proof of ownership.
2. Proposer shall provide a survey of the property.
3. Proposer shall provide proof City Taxes are current on the property.
4. Proposer shall provide a Certificate of Occupancy for property.
5. Proposer shall provide proof of condition and age of roof.
6. An Inspection Report from the local Fire Marshal shall be included with the proposal.
7. Proposer shall provide a current AHERA Asbestos Management Report.

**ATTACHMENT A: CONTRACT  
COMPLIANCE PACKET**

1. City of Waterbury Annual Statement of Financial Interests (4 pages)
2. City of Waterbury Disclosure and Certification Affidavit  
Regarding Outstanding Obligations to the City of Waterbury (4 pages)
3. City of Waterbury Certification Regarding Debarment, Regarding  
Outstanding Obligations to the City of Waterbury (1 page)
4. Limited Liability Company Resolution & Letter (2 pages)
5. Corporate Resolution (1 page)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20\_\_)**  
**Persons or Entities Conducting Business with the City**

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

**A. Contracts**

**No Contracts with the City**

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20\_\_)**  
**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 20\_\_)**

**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

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

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

---

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

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

I have read and agree to the above certification.

\_\_\_\_\_  
(Name of Company, if applicable)

\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

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

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

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

State of \_\_\_\_\_

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

County of \_\_\_\_\_

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

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

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

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

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

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

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

## CITY OF WATERBURY

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

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

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

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

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

**For Partnership**

In presence of:

\_\_\_\_\_  
 (Name of Partnership)

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

\_\_\_\_\_  
By: \_\_\_\_\_  
(Name of General Partner)  
\_\_\_\_\_  
(Business Address)

**For Corporation**

Attest \_\_\_\_\_  
(Corporate Principal)  
\_\_\_\_\_  
(Business Address)

Affix  
Corporate  
Seal

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Name of Authorized Corporate Officer)

Its \_\_\_\_\_  
(Title)

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 \_\_\_\_\_ 2017

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

---

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

---

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

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

unless authorized by the department or agency with which this transaction originated.

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

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

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

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

---

**Certification**

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

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

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

Print Name and Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

## LIMITED LIABILITY COMPANY RESOLUTION

I, \_\_\_\_\_, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of \_\_\_\_\_, LLC, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manager/Member

\*\*\* This is a sample of a Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

\_\_\_\_\_, 20\_\_\_\_

City of Waterbury  
235 Grand Street  
Waterbury, CT 06706

Re: City of Waterbury  
Limited Liability Company Resolution Form

To Whom It May Concern:

I, \_\_\_\_\_, am the sole Member of \_\_\_\_\_, LLC. Being the only  
Member of the LLC, I am authorized to sign the Limited Liability Company Resolution form.

Sincerely,

\_\_\_\_\_  
Name  
Company

\_\_\_\_\_  
Witness

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## CORPORATE RESOLUTION

I, \_\_\_\_\_, hereby certify that I am the duly elected and acting Secretary of

\_\_\_\_\_  
Corporation, a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the

\_\_\_\_\_  
following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof”.

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_ corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Secretary

## ATTACHMENT C

**ROCCO ORSO**  
**DIRECTOR OF PURCHASING**  
**235 GRAND STREET, ROOM #113**  
**WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

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

1 \_\_\_\_\_ 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Corporate Name

\_\_\_\_\_  
Corporate Officer  
(if applicable)

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

Name \_\_\_\_\_

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

(Title)

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

(City, State, Zip Code)

Phone: \_\_\_\_\_

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

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Property Acquisition RFP

Page 1  
ATTACHMENT C




# Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8019 ♦ Fax (203) 574-6703

Robert C. Brenker  
Interim Chief Operating Officer  
and Chief of Staff

## MEMORANDUM

**TO:** Honorable Board of Aldermen

**FROM:** Robert C. Brenker, Interim Chief Operating Officer and Chief of Staff 

**DATE:** May 23, 2017

**SUBJECT:** Alternative Education Program Lease Purchase of 58 Griggs Street with the Police Activity League of Waterbury, Incorporated

On April 10, 2017, the Education Department (BOE) requested proposals for property acquisition or lease purchase of property for the Alternative Education Program (RFP #5762). No responses were received for the property acquisition request; one vendor responded to the property leasing request. The sole responder was the Police Activity League (PAL) of Waterbury. The property is located on 58 Griggs Street and is large enough to house the Alternative Education Program.

The proposed lease is for five years with a five year option. The five year total to lease the property is \$862,762.46. If the BOE determines to lease the property over a ten year period, the total cost will be \$1,826,993.10. The yearly rental fees will increase 1.5% for the years 1 through 4; 2% for year 5. During the five year option, the rental fees will increase 2.5% for years 6 through 8; and 3% for years 9 and 10. A fee schedule is attached.

PAL will be responsible for all costs incurred for structural repairs and/or replacement. The BOE will be responsible for all other costs, including utilities (100%), insurance, maintenance, services, et.al. The lease, disclosure and tax clearance are attached for your review and approval.

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

RCB/mc

Attachments (4)

cc: Kathleen M. Ouellette, Superintendent of Schools  
File

## **FEE SCHEDULE**

### Five Year Lease

2017-2018	\$167,283.24
2018-2019	\$169,792.48
2019-2020	\$172,339.36
2020-2021	\$174,924.45
2021-2022	\$178,422.93
2017-2022 Total	\$862,762.46

### Five Year Option

2022-2023	\$182,883.50
2023-2024	\$187,455.58
2024-2025	\$192,141.96
2025-2026	\$197,906.21
2026-2027	\$203,843.39
2022-2027 Total	\$964,230.64
2017-2027 Total	\$1,826,993.10

## CITY OF WATERBURY

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

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

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

State of Connecticut

SS.: Waterbury

County of New Haven

I, Fernando Spagnolo, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** President of Police Activity League of Waterbury, 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.

**XX**        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.

## CITY OF WATERBURY

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

XX\_ 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

XX\_ 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		Police Activity League	Lease	
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		

## CITY OF WATERBURY

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

4		
---	--	--

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary ( Must be on company letterhead and notarized ):

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.

CITY OF WATERBURY

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

For Corporation

Attest

Police Activity league of Waterbury, Inc.  
64 Division St.  
Waterbury, CT 06704

By

Its: President

State of Connecticut )

) SS Waterbury

County of New Haven )

I, Fernando Spagnolo, being duly sworn, deposes and says that he/she is President of Police Activity League of Waterbury, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 26<sup>th</sup> day of April, 2017

Gary S. Roosa,  
Commissioner of the Superior Court

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date:** 5/17/2017

**To:** Margaret Cherubini  
Department of Education

**Subject:** Tax Clearance

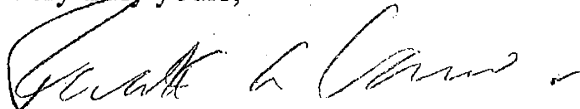
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As of this date, the records in the Tax Collector's Office indicate that the following **is not** delinquent.

Police Activity League of Waterbury, Inc.  
c/o State Street School  
58 Griggs St.  
Waterbury, CT 06704

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

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, is by and between POLICE ACTIVITY LEAGUE OF WATERBURY, INC. a duly registered domestic not-for-profit corporation with an address of 64 Division Street, Waterbury, CT 06704, (the "LESSOR") and THE CITY OF WATERBURY, a Connecticut municipal corporation organized and existing under the laws of the State of Connecticut with offices at 235 Grand Street, Waterbury, CT (the "LESSEE" or "City"); and

**WHEREAS**, the LESSOR has submitted a proposal to the City in response to RFP No. 5762 for the lease of 58 Griggs Street, Waterbury, CT for purposes of the City of Waterbury Alternative Education Program; and

**WHEREAS**, the City accepted LESSOR'S proposal in response to RFP No. 5762; and

**WHEREAS**, the City desires to enter into a lease with the LESSOR pursuant to the terms, conditions and provisions set forth in this lease agreement (the "Lease"); and

**NOW THEREFORE**, in consideration of the mutual covenant and agreements contained herein, the LESSOR and LESSEE agree as follows:

1. Leased Premises.

1.1 LESSOR hereby leases to LESSEE, and LESSEE does hereby lease from LESSOR, upon the terms and conditions contained herein, the entire building located at 58 Griggs Street Waterbury, CT 06704 consisting of approximately 25,000 square feet and parking for twenty five (25) vehicles, and all other buildings upon said property, more particularly described in Exhibit A, attached hereto and made a part hereof, (the "Leased Premises"). LESSOR shall be responsible for and make any alterations to the Leased Premises to ensure that said property is handicapped accessible and complies with all requirements of the Americans with Disabilities Act as amended from time to time.

2. Use.

1.2 The LESSEE shall have the exclusive use and right to occupy the entire Leased Premises as an educational facility, classrooms, and administrative offices, and such other related uses as permitted by law.

3. Term.

3.1 The term of the Lease shall be for a period of five (5) years commencing on July 1, 2017 and ending on June 30, 2022.

3.2 Option to extend lease. LESSEE shall have the right and option to extend the lease term for one (1) additional five-year term commencing on July 1, 2022 and terminating on June 30, 2027.

3.3 The LESSEE shall give the LESSOR written notice of the intention to exercise the options hereunder at least ONE HUNDRED TWENTY (120) days prior to the expiration of the original term and any term thereafter.

4. Rent for Initial term: The rent for the initial term of the Leased Premises shall be as follows:

4.1 July 1, 2017 through June 30, 2018 the City shall pay ONE HUNDRED SIXTY-SEVEN TWO HUNDRED EIGHTY-THREE DOLLARS and TWENTY-FOUR CENTS (\$167,283.24), payable in equal monthly installments of THIRTEEN THOUSAND NINE HUNDRED FORTY DOLLARS and TWENTY-SEVEN CENTS (\$13,940.27), payable on the first day of each month.

4.2 July 1, 2018 through June 30, 2019 the City shall pay ONE HUNDRED SIXTY-NINE THOUSAND SEVEN HUNDRED NINETY-TWO DOLLARS and FORTY-EIGHT CENTS (\$169,792.48), payable in equal monthly installments of FOURTEEN THOUSAND ONE HUNDRED FORTY-NINE DOLLARS and THIRTY-EIGHT CENTS (\$14,149.38), payable on the first day of each month.

4.3 July 1, 2019 through June 30, 2020 the City shall pay ONE HUNDRED SEVENTY-TWO THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS and THIRTY-SIX CENTS (\$172,339.36), payable in equal monthly installments of FOURTEEN THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS and SIXTY-TWO CENTS (\$14,361.62), payable on the first day of each month.

4.4 July 1, 2020 through June 30, 2021 the City shall pay ONE HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS and FORTY-FIVE CENTS (\$174,924.45), payable in equal monthly installments of FOURTEEN THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS and FOUR CENTS (\$14,577.04), payable on the first day of each month.

4.5 July 1, 2021 through June 30, 2022 the City shall pay ONE HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED TWENTY-TWO DOLLARS and NINETY-THREE CENTS (\$178,422.93), payable in equal monthly installments of FOURTEEN THOUSAND EIGHT HUNDRED SIXTY-EIGHT DOLLARS and FIFTY-EIGHT CENTS (\$14,868.58), payable on the first day of each month.

5. Rent for the option period.

5.1 July 1, 2022 through June 30, 2023 the City shall pay ONE HUNDRED EIGHTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-THREE DOLLARS and FIFTY CENTS (\$182,883.50), payable in equal monthly installments of FIFTEEN THOUSAND TWO

HUNDRED FORTY DOLLARS and TWENTY-NINE (\$15,240.29), payable on the first day of each month.

5.2 July 1, 2023 through June 30, 2024 the City shall pay ONE HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS and FIFTY-EIGHT CENTS (\$187,455.58), payable in equal monthly installments of FIFTEEN THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS and THIRTY CENTS (\$15,621.30), payable on the first day of each month.

5.3 July 1, 2024 through June 30, 2025 the City shall pay ONE HUNDRED NINETY-TWO THOUSAND ONE HUNDRED FORTY-ONE DOLLARS and NINETY-SIX CENTS (\$192,141.96), payable in equal monthly installments of SIXTEEN THOUSAND ELEVEN DOLLARS and EIGHTY-THREE CENTS (\$16,011.83), payable on the first day of each month.

5.4 July 1, 2025 through June 30, 2026 the City shall pay ONE HUNDRED NINETY-SEVEN THOUSAND NINE HUNDRED SIX DOLLARS and TWENTY-ONE CENTS (\$197,906.21), payable in equal monthly installments of SIXTEEN THOUSAND FOUR HUNDRED NINETY-TWO DOLLARS and EIGHTEEN CENTS (\$16,492.18), payable on the first day of each month.

5.5 July 1, 2026 through June 30, 2027 the City shall pay TWO HUNDRED THREE THOUSAND EIGHT HUNDRED FORTY-THREE DOLLARS and THIRTY-NINE CENTS (\$203,843.39), payable in equal monthly installments of SIXTEEN THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS and NINETY-FIVE CENTS (\$16,986.95), payable on the first day of each month.

## 6. Taxes and Utilities.

6.1 The LESSOR hereby represents that it is a domestic not-for-profit corporation and is therefore exempt from the responsibility of payment of local real estate taxes. The LESSEE shall not be responsible for the payment of any real taxes for the Leased Premises.

6.2 The LESSEE shall be solely responsible to make payment of all charges and assessments for utilities servicing the Leased Premises. Utilities servicing the Lease Premises shall be in the name of the LESSEE. Utilities shall include; municipal water charges, sewer use charges, natural gas, heating fuel, and all electrical charges for light, power, heat, air conditioning, the heating of water to the Leased Premises.

6.3 LESSEE shall be responsible for the removal of snow, custodial services and rubbish removal on the Leased Premises.

6.4 LESSEE shall be solely responsible for the monthly payment and maintenance of the security monitoring system for the Leased Premises.

7. Maintenance and Repairs.

7.1 LESSEE's Responsibility's. LESSEE shall be responsible for all cleaning, maintenance, upkeep, servicing and minor repairs of the heating system, water heater, electrical system, plumbing and elevator located within the building located on the Leased Premises.

7.2 LESSOR's Responsibilities. LESSOR shall be responsible for structural repairs and replacements, which are deemed to mean any item of repair or replacement to the roof, foundation, structural beams and columns or exterior walls of the Leased Premises, and to the water, sewer, utility pipes, conduits, ducts, floor and parking areas, serving the Leased Premises. The LESSOR shall be responsible for major repairs to or replacement of the heating system, water heater, electrical system, and plumbing and elevator. The LESSOR shall make upgrades to the heating system servicing the Leased Premises as required throughout the Lease.

7.3 The LESSOR shall replace the Heating System servicing the Leases Premises and shall commence all work and installation after June 30, 2017, shall substantially complete all work by August 14, 2017 and shall reach final completion by September 8, 2017. The LESSOR shall evaluate the need to make further capital improvements or replacements to the mechanical systems, servicing the Leased Premises or the Leased Premises throughout the Initial Term and any option periods, at the LESSOR's sole discretion.

7.4 The LESSOR agrees that emergency replacements that require immediate attention may, (but need not) be made by the LESSEE in the event that the LESSOR does not make same promptly, after notice, as time permits, from the LESSEE, the LESSOR to reimburse the LESSEE for the reasonable expenses of such emergency repairs; to pay the LESSEE for any loss, damage, or injury to persons or property, due to or occasioned by any default or violation of the provisions of this paragraph, the LESSEE shall have the right to deduct said cost from the monthly rent.

8. Compliance with Laws.

8.1 LESSOR agrees that it shall at all times comply with all laws, rules, orders, ordinances, regulations and other requirements, present or future, affecting the Leased Premises promulgated by any governmental authority having jurisdiction over said Leased Premises. Subject to any provisions to the contrary that may be contained herein below.

8.2 The LESSOR shall be responsible for and insure compliance with during the term of the lease and any option that all Fire Code statutes, laws, orders, ordinances, rules and regulations or any other directive as it effects the use of said building as an educational facility. The LESSOR shall comply with said statutes, rules, regulations or directives as it applies to providing working fire extinguishers, fire pull stations, and emergency lighting throughout the Leased Premises. LESSOR shall insure that all are operable at all times and shall test, repair, replace and upgrade as required by law within a reasonable time as required by law. LESSOR shall have the Leased Premises inspected by the Fire Marshal at least one month prior to occupancy and make any and all corrections and repairs as required by the Fire Marshal's Office.

8.3 The LESSOR shall further be responsible , shall comply with any and all laws, rules, orders, ordinances, regulations or other requirements with reference to asbestos management and/or abatement and shall prior to the execution of this lease provide a copy of LESSOR's asbestos management plan as it applies to the Leased Premises.

9. Insurance Requirements.

9.1 At no additional cost to the LESSEE, the LESSOR shall purchase and maintain in force at all times during this Lease and any extension thereof, such insurance coverage as set forth below which shall protect the LESSEE from claims that may arise out of or resulting from the LESSOR'S obligation under this agreement.

9.2 The following policies with stated minimum coverages shall be maintained, in full force and effect, at all times during terms of the Lease:

9.2.1 General Liability Insurance:

- (a) \$1,000,000 each occurrence
- (b) \$2,000,000 general aggregate
- (c) \$2,000,000 products/completed operations aggregate

9.2.2 Worker's Compensation: statutory limits within the State of Connecticut.

9.2.3 Employer Liability (EL):

- (a) \$500,000 EL each accident
- (b) \$500,000 EL Disease Each Employee
- (c) \$500,000 EL Disease Policy Limit

9.2.4 Property Insurance: Value of the Building plus value of any improvements.

9.3 The LESSOR'S insurance policies shall be endorsed to add the LESSEE and its Board of Education as an additional insured on a primary and non-contributory basis on all policies except Workers Compensation. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the LESSOR'S policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least sixty (60) months.

9.4 All policies shall include a Waiver of Subrogation.

9.5 Failure to Maintain Insurance. In the event the LESSOR fails to maintain the minimum required coverage as set forth herein, the LESSEE may at its option purchase same, and invoice offset the LESSOR'S rental invoices for the cost of said insurance.

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

9.7 Certificates of Insurance. Prior to the execution of this Agreement, the LESSOR shall furnish to the City of Waterbury, Office of the Corporation Counsel, subject to the approval by the Risk Manager, certificate(s) of insurance verifying the above coverage, including the naming of the City of Waterbury, as follows: "The City of Waterbury and The Board of Education are 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 LESSOR 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 at least 30 calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8 Upon request, the LESSOR shall deliver to the City a copy of its insurance policies, endorsements and riders.

## 10. Damage by Fire or Other Casualty.

### 10.1 Total Destruction

(a) In the event the Leased Premises shall be destroyed or so damaged by fire or other casualty so as to render the Leased Premises wholly untenable, LESSOR at its option shall (i) restore and repair such damage to the Leased Premises within sixty (60) days after such destruction, in which event the basic monthly rent shall abate on a per diem thirty (30) day month basis during the period of restoration; or (ii) terminate this Lease or any renewal thereof by giving written notice to LESSEE thirty (30) days after such fire or casualty, and the rent shall terminate as of the day of such fire or casualty.

(b) In the event LESSOR is unable to restore and repair such damage within sixty (60) days after such destruction, LESSEE may at its option, terminate this Lease, by giving LESSOR written notice of its intention to do so within two weeks after the earlier of the expiration of such sixty (60) day period or notification from LESSOR with an estimate of the time required to repair such damages and restore the Leased Premises, which estimate is in excess of sixty (60) days from the date of destruction.

10.2 Partial Destruction. In the event the Demised Premise shall be destroyed or so damaged but are not thereby rendered wholly untenable, LESSOR shall restore the Leased Premises with reasonable dispatch, and while such damage is being repaired, the basic monthly rent shall be reduced by an amount which bears the same ratio to the monthly rent that the floor area rendered untenable bears to the total floor area of the Leased Premises. If such restora-

tion is not completed within sixty (60) days of the date of destruction; LESSEE may, at its option, terminate this lease upon sixty (60) days prior written notice to LESSOR.

## 11. Alterations.

11.1 Upon obtaining prior written consent of LESSOR, which shall not be unreasonably withheld, LESSEE may, at its option and at its own cost and expense, at any time and from time to time, make such other alterations, changes, replacements, improvements and additions in and to the Leased Premises, as it may deem desirable.

11.2 If as a result of LESSEE performing its obligations hereunder or in the making of any improvements, repairs, replacements, alterations, installations, and/or changes in or upon the Leased Premises as permitted hereunder, any mechanic's or other lien or order for the payment of money shall be filed against the Leased Premises by reason of, or arising out of any labor or material furnished or alleged to have been furnished or to be furnished, or for, LESSEE at the Leased Premises or for or by reason of any change, alteration or addition by LESSEE, or the cost or expense thereof, or any contract relating thereto, or against LESSOR as fee owner thereof by reason of such work or contract of LESSEE, LESSEE shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of LESSEE, within ninety (90) days after having been requested in writing so to do by the LESSOR, and shall also defend, on behalf of LESSOR, at LESSEE's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens, or orders, and LESSEE shall pay any damage and discharge any judgment entered therein and save harmless LESSOR from and indemnify it against any claim, liability, damage or costs, including reasonable attorneys' fees, resulting therefrom.

11.3 All work done by LESSEE in connection with any repairs or in connection with alterations, installations and changes in the Leased Premises shall be in compliance with building and zoning rules and regulations and with all applicable laws, orders, ordinances, rules, regulations and requirements of all federal, state and municipal governments or departments, commissions, boards and officers thereof and in accordance with the rules, orders and regulations of any applicable Insurance underwriters.

## 12. Signs.

12.1 LESSEE, at its own cost and expense, shall have the right to place and maintain such signs, for the purposes of advertising and identification, as the LESSEE shall deem desirable on the interior and the exterior of the building, provided such signs comply with all applicable zoning and other regulations and the LESSOR shall have given its prior written approval to the number, size and design thereof, LESSOR's approval shall not be unreasonably withheld. LESSEE shall be responsible for removal and restoration of any exterior signs upon termination of this lease Agreement.

## 13. Furniture, Fixtures, and Equipment.

13.1 The LESSOR acknowledged that the LESSEE is the owner of all the furniture, fixtures, and equipment currently located at the Leased Premises.

13.2 LESSEE, subject to the terms and covenants contained in this Lease, shall have the right to place and install personal property, fixtures and equipment in and upon the Leased Premises. Said property, equipment and fixtures shall be installed so as to be readily removable without damage to the Leased Premises and any damage caused by said removal shall be repaired immediately at LESSEE's sole cost and expense. LESSEE shall be entitled to remove all said property, equipment, furniture and fixtures from the Leased Premises at the end of the initial term or option period of this Lease.

#### 14. Quiet Enjoyment.

14.1 The LESSOR covenants with the LESSEE that LESSOR has good right to lease said Leased Premises in manner aforesaid and that LESSOR will suffer and permit the LESSEE (LESSOR keeping all the covenants on its part, as herein contained) to occupy, possess, and enjoy said Leased Premises during the term aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

#### 15. Lessee's Default.

15.1 LESSEE shall be in default under this lease if:

(a) LESSEE shall be in default in the payment of any rent for a period of thirty (30) days after the same is due; or

(b) LESSEE shall be in default in the performance of any other covenant or condition of this Lease and such default has not been cured within thirty (30) days after written notice by LESSOR to LESSEE, specifying such default and requiring it to be remedied, or where such default cannot reasonably be remedied within such period of thirty (30) days, if LESSEE shall not have, in good faith, commenced the remedying thereof within such period of time and shall not be proceeding with due diligence to remedy it; or

(c) Upon LESSEE'S filing of a petition under the Federal Bankruptcy Code or if any involuntary petition under the provisions of said Code is filed against the LESSEE and such involuntary petition is not dismissed within ninety (90) days thereafter, or if LESSEE makes an assignment of all its assets for the benefit of creditors or is placed in receivership and said receiver has not been discharged sixty (60) days after his appointment.

15.2 If LESSEE shall be in default under this Lease Agreement, LESSOR at its option, may terminate this Lease upon written notice to LESSEE, and upon such termination, LESSEE, shall quit and surrender the Leased Premises and all improvements located thereon to LESSOR, but such termination shall not affect the LESSOR's right to recover damages or exercise any other rights as hereinafter provided.

15.3 Upon termination of this Lease Agreement as aforesaid, LESSOR may (i) reenter and resume possession of the Leased Premises and enter and possess all improvements thereon and remove all persons and property therefrom either by Summary Process proceedings or by a suitable action or proceeding, at law or in equity, without being liable for any damages therefore and (ii) LESSOR may relet the whole or any part of the Leased Premises and the improvements thereon on behalf of LESSEE for a period equal to, greater or less than the remainder of the then term of this lease, at such rental and upon such terms and conditions as LESSOR shall deem reasonable, to any tenant it may deem suitable and for any use and purpose it may deem appropriate. LESSOR shall not be liable in any respect for the failure to relet the Leased Premises and the improvements located thereon, or, in the event of such reletting, for failure to collect the rent thereunder and any sums received by LESSOR on a reletting in excess of the rent reserved in this lease, shall belong to LESSOR, as long as the LESSOR makes commercially reasonable efforts to mitigate its loss.

15.4 Upon the termination of this Lease as aforesaid, LESSOR shall forthwith be entitled to recover from LESSEE all damages sustained by the LESSOR as a result of LESSEE's default, including, but not limited to, the following items:

(a) If the basic rent provided for in Paragraph 4 herein exceeds the net sum received by LESSOR on any reletting, the amount of such excess.

(b) All necessary expenses of operating the Leased Premises while they are vacant and all expenses, including reasonable attorney's fees, incurred by LESSOR, in recovering possession of the Leased Premises and reletting the same.

15.5 A waiver by LESSOR of any breach by the LESSEE of any of the terms, covenants, conditions and agreements of this Lease Agreement shall be limited to the particular instance and shall not operate to be deemed as a waiver of any future breaches of said terms, covenants, conditions, and agreements of this lease; and the failure of LESSOR to enforce any agreement, condition, covenant or term, by reason of its breach by LESSEE after notice had, shall not be deemed to void or affect the right of LESSOR to enforce the same agreement, condition, covenant or term on the occasion of such subsequent breach or default.

#### 16. LESSOR's Right to Cure LESSEE's Default.

16.1 If LESSEE shall default in the performance of any covenant or condition of this lease required to be performed by LESSEE, LESSOR, at its option, may after thirty (30) days written notice to LESSEE, or without notice if in LESSOR's reasonable opinion an emergency exists, perform such covenant or condition for the account and at the expense of LESSEE and LESSEE shall reimburse LESSOR for such expense. The amount of such expense shall be deemed to be additional rent and shall be paid by LESSEE with the next monthly installment of rent due hereunder. The provisions of this paragraph shall survive the termination of the lease.

#### 17. LESSOR's Default.

17.1 If the LESSOR shall neglect or fail to perform or observe any of the covenants on the part of the LESSOR herein contained, and such default shall continue more than thirty (30) days, without the LESSOR having commenced the remedy of said default, after written notice of such default is duly given by the LESSEE, or if the LESSOR shall fail to continue to conclusion the action necessary to remedy said default with diligence and dispatch, then the LESSEE may either terminate this Lease, or itself cause such default to be made good and deduct the cost and expense thereof from the next succeeding installments of rent, it being understood and agreed that the exercise of said right by the LESSEE or the exercise by the LESSEE of a right or option under any other provision of this Lease shall not preclude or limit the right of the LESSEE to exercise any other option or any other rights that it may have under this lease or by law.

## 18. Eminent Domain.

18.1 Total Condemnation. In the event the whole of the Leased Premises shall be taken under the power of eminent domain for any public or quasi-public use or purpose, this Lease shall thereupon terminate as of the date possession shall be taken by or under the condemnor. LESSEE shall have no claim against LESSOR for the value of any unexpired term of this Lease. No part of any award shall belong to the LESSEE.

18.2 Partial Condemnation. In the event that any time during the term, proceedings in eminent domain shall have been instituted with respect to less than the whole of the Leased Premises, and, if such proceedings in eminent domain and/or any action consequent thereon, renders the Leased Premises unusable for LESSEE'S operations as previously conducted thereon, LESSEE shall have the right upon notice to LESSOR, with respect thereto (rendered within sixty (60) days after LESSEE shall have ascertained or been duly notified by LESSOR (whichever shall first occur) of the existence of such proceedings in eminent domain) to terminate this Lease effective as of the date possession shall be taken by or under the condemnor.

18.3 In the event this Lease shall be terminated, as provided in this Section 18, the Leased Premises and the improvements shall belong absolutely to the LESSOR and LESSEE shall promptly remove all of LESSEE's Property and each party hereto shall thereupon be released from every obligation hereunder to the other, except:

(a) With respect to any covenants the breach of which occurred prior to termination date.

(b) The obligation of LESSOR to refund to LESSEE pro-rata any rent paid to LESSOR for the month during which termination occurs, and to reimburse LESSEE in the amount of any pro rated insurance premium, in respect of any period subsequent to termination date.

18.4 In the event a portion of the Leased Premises shall be taken under the power of eminent domain and this Lease is not terminated as set forth above, all of the provisions of this lease shall remain in full force and effect, and the annual rentals to be paid by LESSEE during the term, shall be equitably reduced (effective as of the date possession shall be taken by the condemnor under the power of eminent domain), in the same proportion that the amount of the

floor area of the Leased Premises taken bears to the total floor area of the Leased Premises immediately prior to such taking.

18.5 All damages awarded for any such taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall belong to and be the property of LESSOR, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee of the Leased Premises, provided, however, that LESSOR shall not be entitled to any separate award made to LESSEE for loss of or damage to LESSEE's trade fixtures and removable personal property or for LESSEE's moving expenses, or for damages for cessation or interruption of LESSEE's business.

18.6 If this Lease is terminated as provided in this Section 18, all rent shall be paid up to the date that possession is taken by the condemning authority, and LESSOR shall make an equitable refund of any rent paid by LESSEE in advance and not yet earned.

18.7 A voluntary sale by LESSOR or any public or quasi-public body, agency or person, corporate or otherwise, having the power of eminent domain, either under threat of condemnation, or while condemnation proceedings are pending, shall be deemed to be a taking by eminent domain for the purposes of this Section 18.

19. Hazardous Material: Indemnity.

19.1 LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Leased Premises by LESSEE, its agents, employees, contractors or invitees, without the prior written consent of LESSOR, which prohibition shall not apply to customary office and cleaning supplies. If LESSEE breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by LESSEE results in contamination of the Premises or if contamination of the Premises by Hazardous Material otherwise occurs for which LESSEE is legally liable to LESSOR for damage resulting therefrom, the LESSEE shall indemnify, defend and hold LESSOR and its officers and directors, harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of LESSOR by LESSEE includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in soil or groundwater on or under the Premises and directly attributable to LESSEE'S use and occupancy of the premises. Without limiting the foregoing, if the presence of any Hazardous Material on Premises caused or permitted by LESSEE results in any contamination of the Premises, LESSEE shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises by LESSEE, provided that LESSOR's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld, and provided further that (I) LESSOR cooperates with LESSEE by providing reasonable

access to the premises both during the term of this lease and subsequent to the termination or expiration of same and (2) LESSOR provides to LESSEE all environmental reports, studies and other data relating to the environmental condition of the premises in his possession or otherwise reasonably obtainable by him.

19.2 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Connecticut or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C., Section 1321), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991 et seq.

19.3 The LESSEE shall not be responsible to the LESSOR or to any other party for any loss, damages, claim, judgment or penalty which arises from any uses of the Premises by the LESSOR, or any prior tenant or occupant of the Leased Premises or from the use of Hazardous Material by any prior tenant, owner or occupant of the Leased Premises, or from its use by the LESSOR, or from any condition existing at the time this Lease was signed, regardless of the time of discovery. The LESSOR shall indemnify, defend and hold LESSEE harmless from any such loss, damage, claim, judgment or penalty which arises during or after the lease term as a result of the use of Hazardous Material by the LESSOR ~~or by any prior~~ or by any prior tenant, owner or occupant of the Leased Premises. Notwithstanding the foregoing, except as to those Hazardous Materials brought upon, kept or used in or about the Premises by the LESSEE, its agents, employees, contractors or invitees, during the term of this lease with the prior written consent of the LESSOR as contemplated by Section 19.1 above, the parties hereto understand and agree that there shall be a rebuttable presumption that the presence or suspected presence of any other Hazardous Material was not caused by the LESSEE. The provisions of this Section 19.3 shall survive the termination or expiration of this lease.

20. Assignment and Subletting. LESSEE may not assign or sublet all or any part of the Leased Premises for any portion of the term of this Lease or any extension thereof except with the prior written consent of LESSOR, and any such transfer if approved shall not relieve LESSEE of any liability hereunder. The consent of the LESSOR shall not be unreasonably withheld.

21. Notice.

21.1 Any notice required or permitted to be given under this Lease shall be in writing and shall be sent by express, registered or certified mail, return receipt requested to:

LESSOR: Police Activity League of Waterbury, Inc.  
64 Division Street  
Waterbury, CT 06704

LESSEE: City of Waterbury  
Department of Education  
c/o Superintendent of Schools  
236 Grand Street  
Waterbury, CT 06702

With a copy to:  
City of Waterbury  
Office of the Corporation Counsel  
235 Grand Street  
Waterbury, CT 06702

21.2 Such notice shall be deemed to have been given as of the date of the postmark on the envelope enclosing same, unless said postmark is from a private meter.

22. Subordination.

22.1 This Lease and any extension thereof, the lien thereof upon the Leased Premises, and all rights of the LESSEE hereunder shall be, and are hereby subordinated and made subject to liens of all bona fide mortgages to any bank, institutional or private lender or insurance company presently existing or hereafter placed on said premises of which the Leased Premises is a part and to any extensions or renewals thereof. The LESSEE hereby agrees that it will, upon demand, at any time or times, execute, acknowledge and deliver to LESSOR, without expense to the LESSOR, any and all instruments that may be necessary or proper to further subordinate this Lease and all rights hereunder to the lien or liens of any such new mortgage or mortgages.

23. Access to Premises

23.1 LESSEE shall permit LESSOR or LESSOR'S agents to enter the Leased Premises at all reasonable hours, for the purpose of inspecting the same, or of making repairs or performing any other work on the Leased Premises and improvements thereon.

23.2 LESSEE shall also permit LESSOR or LESSOR'S agents to enter the Leased Premises at all reasonable hours for the purpose of showing the Leased Premises to prospective mortgagees or to persons wishing to purchase or lease the same and, within six (6) months prior

to the expiration of the terms or this lease, to persons wishing to hire the Leased Premises; and Lessee shall, within six (6) months prior to the expiration of the terms of this Lease, permit the usual notices of "To Let" and "For Sale" to be placed upon the Leased Premises and to remain thereon without molestation.

24. Conveyance by LESSOR and Limit of Liability.

24.1 LESSOR shall be entitled to assign and otherwise transfer this Lease and shall be entirely free and released from all covenants and obligations of the LESSOR after this Lease is so assigned, and LESSOR shall not be subject to any liability resulting from any act or omission or event occurring after such conveyance. The assignee, or any person who takes title to the Leased Premises from the LESSOR or any person who subsequently holds this Lease shall be deemed to have assumed and agreed to carry out any and all covenants on LESSOR's part to be performed under this Lease. No further agreement will be required between the LESSOR and LESSEE and any person holding title to this Lease subsequent to LESSOR in connection with the assumption of the obligations of LESSOR hereunder.

25. Termination.

25.1 At the termination or sooner termination of this Lease, the LESSEE shall quit and surrender the Leased Premises and improvements on said premises shall belong absolutely to the LESSOR and LESSEE shall promptly remove all of LESSEE's property.

26. Termination for Nonappropriation.

26.1 The LESSOR acknowledges that the payment obligations of the LESSEE may be funded by the LESSEE through general fund appropriations, Federal or State assistance or grant monies provided by the Federal or State governments as well as the sale of tax exempt long and short term debt obligations issued by the LESSEE. The LESSOR acknowledges that continuation of this Lease is subject to the lawful continual appropriation of funds by the LESSEE, State or Federal government, including the funding of grants for the purpose of this Lease. Moreover, this Lease may also be subject to the ability of the LESSEE to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and/or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The LESSOR therefore agrees that the LESSEE shall have the right to terminate this Lease in whole or in part without penalty in the event that: (1) the LESSEE is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by LESSEE'S bond counsel or the Internal Revenue Service; or (2) the LESSEE is unable to market and/or timely sell the required amount of debt obligations required to fund this Lease in whole or in part; or (3) the money required to enable the LESSEE to pay the LESSOR is either not appropriated, authorized or made available pursuant to law.

26.2 The LESSOR therefore agrees that the LESSEE shall have the right to terminate this Lease in whole or in part without penalty in the event that the money required to enable the

LESSEE to pay the LESSOR is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

26.3 If the funds to enable the LESSEE to effect the continued payment under this Lease are not appropriated, authorized or otherwise made available by law, the LESSEE shall have the right to terminate this Lease without penalty at the end of the last period for which funds have been appropriated or otherwise made available by law by giving written notice of termination to the LESSOR.

27. Effect of Termination for Nonappropriation.

27.1 In the event of termination by the LESSEE for nonappropriation, the LESSEE shall vacate the Leased Premises and pay the LESSOR for its occupancy through such time as the LESSEE vacates said Leased Premises, or the ninety (90) day written notice period ends, whichever is later.

28. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.

28.1 The LESSOR agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Lease. Notwithstanding any such claim, dispute or legal action, the LESSOR shall continue to perform its obligations under this Lease in a timely manner, unless otherwise directed by the City.

29. Binding Agreement.

29.1 The LESSEE and the LESSOR each bind themselves, and their successors, assigns and legal representatives to the other party to this Lease Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Lease Agreement.

30. Waiver.

30.1 Any waiver of the terms and conditions of this Lease by either of the parties here-to shall not be construed to be a waiver of any other term or condition of this agreement.

31. Charge, Acknowledgments, Notice, and Representations. The LESSOR (which shall be a "Person" as the term is defined in Chapter 38 of the City's Code of Ordinances) shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc., whether or not they are expressly stated in this Lease, including but not limited to the following:

31.1 It shall be a material breach of this Lease, and 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 Lease, 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 Lease 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 this Lease by the LESSOR or any Person associated therewith.

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 It shall be a material breach of this Lease 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 31.5, 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 31.5 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.

31.6 The LESSOR hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the Connecticut General Statutes. Any violation of this subsection 31.6 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person.

31.7 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.

31.8 The LESSOR 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 "Procurement and Contractual Agreements", and Chapter 39 titled "Ethics and Conflict of interest", of said Code as may be amended from time to time.

31.9 The LESSOR hereby acknowledges receipt of a copy of the Chapters 38 and 40 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 40 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at: [http://library.amlegal.com/nxt/gateway.dll/Connecticut/waterbury\\_ct/cityofwaterburyconnecticut/codeofordinanc?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:waterbury\\_ct](http://library.amlegal.com/nxt/gateway.dll/Connecticut/waterbury_ct/cityofwaterburyconnecticut/codeofordinanc?f=templates$fn=default.htm$3.0$vid=amlegal:waterbury_ct).

31.10 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.

31.11 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 Lease.

31.12 Prohibition against Contingency Fees. The LESSOR hereby represents that it has not retained anyone to solicit or secure a Lease with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

31.13 Freedom of Information Act Notice. Pursuant to the Connecticut General Statutes, in the event the total compensation payable to the LESSOR set forth in Section 5 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant/Vendor 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.

32. Force Majeure.

32.1 In the event the LESSOR or LESSEE shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, ri-

ots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

33. Entire Agreement.

33.1 This instrument contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease may only be changed, modified or discharged by an agreement in writing executed by the parties hereto.

34. Partial Invalidity.

34.1 If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.

35. Marginal Notes.

35.1 The marginal notes used as headings for the various subject matters covered in this Lease are used only as a matter of convenience as an aid to finding the subject matters and are not to be construed as part of this Lease and shall not in any way limit or amplify the terms or provisions thereof.

36. Governing Law.

36.1 This Lease is made and executed in and is to be construed under the laws of the State of Connecticut.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

LESSOR:

POLICE ACTIVITY LEAGUE OF  
WATERBURY, INC.

By: \_\_\_\_\_  
Fernando C. Spagnolo  
Its President

LESSEE:

THE CITY OF WATERBURY

\_\_\_\_\_

\_\_\_\_\_

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

## EXHIBIT A

Situated on the southwesterly corner of Griggs and Grant Streets, bounded and described as follows:

Northerly	-	101.96 feet by Griggs Street;
Easterly	-	206.44 feet by Grant Street;
Southerly	-	100.00 feet by land now or formerly of John J. Forish; and
Westerly	-	186.53 feet by the first piece hereinbefore described.

Being the same premises as conveyed to the Grantor herein by Quit Claim Deed dated December 12, 1958 and recorded December 17, 1958 in Volume 775 at Page 434 of the Waterbury Land Records.

For further reference see map entitled "Map of Land Formerly Owned by Chase Brass & Copper Co., Inc., Waterbury, Conn. Aug. 27, 1958, Scale 1" = 20'", The A.J. Patton Co., Surveyor, Waterbury, Conn. Which map is on file in the Waterbury Town Clerk's Office in May Book 28, Pages 30-31.

**CONSTRUCTION CONTRACT**  
**for**  
**West Side Middle School Roof Replacement**  
**between**  
**City of Waterbury**  
**and**  
**Silktown Roofing, 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 Silktown Roofing, Incorporated, located at 27 Pleasant Street, Manchester, Connecticut 06040, 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 5742** for West Side Middle School Roof Replacement ;and

**WHEREAS**, the City accepted the Contractor's bid for **ITB Number 5742**; and

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

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

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

**1.1.** The Project consists of West Side Middle School Roof Replacement as more particularly detailed and described in the Bid Documents 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 5742, incorporated into the Project Manual for State of Connecticut Project Number 151-0292 RR, consisting of 525 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 Silver/Petrucelli + Associates, Inc., entitled West Side Middle School Roof Replacement, consisting of 8 pages. (Attached hereto.)
3. Contractor's Response/Bid Form to City of Waterbury Invitation to Bid Number 5742, dated April 26, 2017, consisting of 52 pages. (Attached hereto.)
4. Addendum Number 1 to the City of Waterbury invitation to Bid Number 5742, dated April 3, 2017, consisting of 17 pages (Attached hereto.)
5. Addendum Number 2 to the City of Waterbury invitation to Bid Number 5742, dated April 20, 2017, consisting of 53 pages (Attached hereto.)
6. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
7. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
8. Performance Bond and Payment Bond (incorporated by reference)
9. Certificates of Insurance (incorporated by reference)
10. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
11. 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. City of Waterbury Invitation to Bid Number 5742, incorporated into the Project Manual for State of Connecticut Project Number 151-0292 RR
5. Federal, State, and local laws, regulations, charter and ordinances
6. Technical Specifications
7. 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 5742 (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 10:00 p.m. Monday through Friday unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.4.1 The Contractor will coordinate all work under this contract with the City's Representative so as not to conflict with school activities during the same period of time, and as further set forth in the "Contract Documents" The contractor will cooperate with the City and other contractors as required to ensure the timely completion of all work.

**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. The contractor shall assign at least one laborer per work shift to provide monitoring of underside deck on the interior of the building and cleaning of delaminated /failed fireproofing throughout the duration of the project. The Contractor will be responsible for cleaning of delaminated fireproofing and replacement of damaged ceiling tiles caused its roofing operations. The Contractor shall comply with all requirements as to work restrictions, cleanup, and scheduling as set forth in Attachment A. In case of dispute, the City may remove the rubbish and withhold the cost of removal from payment 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 August 18, 2017 and shall reach Final Completion by September 8, 2017, **but in no way shall the time for Final Completion be after September 8, 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 **One Thousand Dollars (\$1000.00) 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 Million Five Hundred Fifty-eight Thousand Seven Hundred Dollars and 00/00 Cents (\$1,558,700.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Estimated Quantity Sheet set forth in **Attachment A's** "Contractor's Bid Response to Base Bid #2, dated April 26, 2017", as further summarized below:

<b>i.</b>	Base Bid Payment – an amount up to One Million Four Hundred Seventeen Thousand Dollars and 00/100 Cents .....	<b>\$1,417,000.00</b>
<b>ii.</b>	Change Order Contingency – an amount up to One Hundred Forty-one Thousand Seven Hundred Dollars and 00/100 Cents .....	<b>\$141,700.00</b>
<b>iii.</b>	Total Compensation- an amount up to One Million Five Hundred Fifty-eight Thousand Seven Hundred Dollars and 00/00 Cents .....	<b>\$1,558,700.00</b>

**6.1.1 Contingency.** The Change Order Contingency, at sole discretion of the City, may be utilized for changes to the requirements and specifications of this Contract, for services to be performed by the Contractor.

**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 5742** 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'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.

**7.2** The Contractor submitted a bid to include the provision of a Manufacturer's Thirty (30) Year Roof System Warranty. The Contractor shall provide the City with copies of any and all written manufacturer's warranties and guarantees for all materials and components of the Roof system upon completion of work.

## **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, regardless of whether or not it is caused in part by a party indemnified hereunder.

**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 & 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. **\$3,000,000.00** each occurrence and **\$3,000,000.00** Aggregate.

**11.4.5 Builder's Risk Insurance: \$1,000,000** each Occurrence.

**11.4.6 Contractors Pollution Liability Insurance: \$1,000,000** each Claim and **\$2,000,000** aggregate coverage. There will be no exclusion for Hazardous Materials, including Asbestos and Lead.

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

**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 are 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, except Builder's Risk."** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

**12.1. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

**12.2. Labor and Wages-Federal and State.** The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

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

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

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

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

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

**i.** "Small contractor" means any contractor, subcontractor, manufacturer, Service Company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

**ii.** "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

**iii.** "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, 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 **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

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

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the **City of Waterbury's ITB Number 5742** and **(ii)** the **Contractor's bid response to ITB Number 5742, dated April 26, 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 therefrom shall be governed by the laws of the State of Connecticut.

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

Contractor: Silktown Roofing, Incorporated  
27 Pleasant Street  
Manchester, Connecticut 06040  
Attention: Mr. John C. McConville, President

City: City of Waterbury, Department of Education  
Chase Municipal Building  
236 Grand Street  
Waterbury, Connecticut 06702  
Attention: Mr. Robert Brenker, Interim Chief Operating  
Officer and Chief of Staff

**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**

\_\_\_\_\_

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

\_\_\_\_\_

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

**WITNESSES:**

**SILKTOWN ROOFING, INCORPORATED**

\_\_\_\_\_

By: \_\_\_\_\_  
John C. McConville, President

\_\_\_\_\_

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

## ATTACHMENT A

1. City of Waterbury's ITB Number 5742, consisting of 525 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 Silver/Petrucelli + Associates, Inc., entitled West Side Middle School Roof Replacement. consisting of 8 pages. (Attached hereto.)
3. Contractor's Response/Bid Form to City of Waterbury ITB Number 5742, dated April 26, 2017, consisting of 52 pages. (Attached hereto.)
4. Addendum Number 1 to the City of Waterbury ITB Number 5742, dated April 3, 2017, consisting of 17 pages (Attached hereto.)
5. Addendum Number 2 to the City of Waterbury ITB Number 5742, dated April 20, 2017, consisting of 53 pages (Attached hereto.)
6. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
7. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
8. Performance Bond and Payment Bond (incorporated by reference)
9. Certificates of Insurance (incorporated by reference)
10. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
11. All permits and licenses (incorporated by reference)

Construction Contract for West Side Middle School Roof Replacement between  
City of Waterbury and Silktown Roofing, Incorporated

**ATTACHMENT A -1**

City of Waterbury's ITB Number 5742, consisting of 525 pages (Excluding Sample City of Waterbury contract and Contract Compliance Packet). (Attached hereto.)

# **PROJECT MANUAL**

**CITY OF WATERBURY**

**CONNECTICUT**

## **WEST SIDE MIDDLE SCHOOL ROOF REPLACEMENT**

**483 CHASE PARKWAY  
WATERBURY, CONNECTICUT 06708**

**STATE PROJECT NO. 151-0291 RR**

**S/P+A PROJECT NO. 14.301**

**Issued for Bid Submission: October 27, 2016**



**Architects/Engineers/Interior Designers  
Silver/Petrucci + Associates, Inc.  
3190 Whitney Avenue  
Hamden, Connecticut 06518**

THE CITY OF WATERBURY  
WEST SIDE MIDDLE SCHOOL  
ROOF REPLACEMENT

INVITATION TO BID  
#5742

Sealed Bids for **West Side Middle School Roof Replacement** 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 April 26, 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 consists of: Complete roof replacement and associated work.

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title: **ITB #5742 West Side Middle School Roof Replacement** 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, 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 West Side Middle School, 483 Chase Parkway, Waterbury, CT 06708 at 10:00a.m. on April 11, 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 78%.**

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

**END OF SECTION**

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### ROOF REPLACEMENT

**WEST SIDE MIDDLE SCHOOL  
483 CHASE PARKWAY  
WATERBURY, CT 06708**

**STATE PROJECT NO. 151-0291 RR  
S/P+A PROJECT NO. 14.301**

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THE CITY OF WATERBURY  
WEST SIDE MIDDLE SCHOOL  
ROOF REPLACEMENT

ITB #5742

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**THE CITY OF WATERBURY**  
**WEST SIDE MIDDLE SCHOOL**  
**ROOF REPLACEMENT**

**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 April 18, 2017 at 2:00 p.m.
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than April 20, 2017 at 2:00 p.m. Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

#### ARTICLE 5. PRE-BID CONFERENCE

- 5.1 A mandatory pre-bid 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. (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 one hundred and twenty (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 One Hundred and Twenty (90), 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 Ten (10) calendar, 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. \$3,000,000.00 each occurrence and \$3,000,000.00 Aggregate.**

**13.4.5 Builder's Risk Insurance: \$1,000,000 each Occurrence**

**13.4.6 Contractors Pollution Liability Insurance: \$1,000,000.00 each claim, \$2,000,000.00 aggregate coverage.**

**There will be no exclusion for Hazardous Materials, including Asbestos and lead**

**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, program manager, 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 Waterbury Board of**

Education, is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation except Builders Risk.”. The City's 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).

- 16.3 Bidders are advised that both the **Department of Administrative Services Prequalification Certificate** and **Update (Bid) Statement** must accompany the bid proposal for projects estimated to exceed Five Hundred Thousand Dollars (\$500,000) (C.G.S. 4b-91 as amended). Failure to supply them with the bid may result in rejection of the bid

END OF SECTION

**THE CITY OF WATERBURY  
WEST SIDE MIDDLE SCHOOL  
ROOF REPLACEMENT**

**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 _____

---

**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  
WEST SIDE MIDDLE SCHOOL  
ROOF REPLACEMENT

INVITATION TO BID  
#5742

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 DESCRIPTION	BID SUMMARY (NUMBERS & WRITTEN)
Base Bid	\$ _____ _____
Change Order Contingency (10% of Base Bid)	\$ _____ _____
<b>TOTAL BID PRICE</b> (Sum of Base Bid + CO Contingency)	\$ _____ _____ _____

**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 Alternate No.	Description	Amount
1	Alternate 1 – Provide EPDM Roofing (per Section 075323) in lieu of SBS Modified Bituminous Membrane Roofing (per Section 075216)	Deduct \$ _____

**UNIT PRICES**

The undersigned further proposes and agrees that should the amount of work required be increased or decreased, as directed by the Architect/Owner, the following supplemental Unit Prices will be the basic price in place for computing extra cost. All Unit Prices shall include all cost of work to the representative contractor, including all charges for materials, labor, plant, equipment, overhead, profit, additional insurance, taxes and all charges of whatever kind.

The stated costs are to be for "Additions" or "Deletions" of work to the Trade Contractor's Contract.

All items marked with an asterisk (\*) shall include the completion of the excavation, formation and compaction of the subgrade; and the disposal of rock or surplus material in accordance with the Plans and Specifications or as directed by the Architect. All items marked with two asterisks (\*\*) shall include the completion of the excavation, removal, disposal and replacement of unsuitable material with structural fill.

Roofing – Unit Prices		
1	Steel Roof Deck, to match existing roof deck to be removed (including deteriorated roof deck removal, Credit and Add.	\$ _____
2		\$ _____
3		\$ _____

### UNIT LABOR RATES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased where unit prices have not been established, the following unit labor rates will be the basis for any Change Order Proposal. For Change Order purposes, the Labor Rates which any contractor submits on this Form of Proposal must be based on current labor rates and not on projected labor rates. Upon confirmation of base labor rate increases, change order rates may be adjusted in July of each year but only after new prevailing wage rates have been issued by the Connecticut Department of Labor. Labor rates are to include all direct costs without mark-up as defined in Item 7.3 of the General Conditions. Prior to contract award, if requested by the Owner, the successful bidder shall provide documentation substantiating the proposed labor rates.

Classification	Hourly Rate	Benefits	Workmen's Comp.	FICA	State U.C.	Federal U.C.	Total

### CHANGE ORDERS

For work performed by a Contractor the cost to the Owner may include an Allowance for overhead and profit not to exceed fifteen (15) percent on the contractors own labor and equipment; ten (10) percent on materials, supplies, rental equipment; and five (5) percent on subcontractor work. If the net value of a change results in a credit from the contractor, the credit shall be the net cost without overhead or profit.

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**

THE CITY OF WATERBURY  
WEST SIDE MIDDLE SCHOOL ROOF REPLACEMENT

ATTACHMENT C

ATTACHMENT C - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, and Division 01 General Requirements, are a part of this Section and shall be binding on the Contractor and all Subcontractors who perform this work.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Schedule.
  - 4. Work under other contracts.
  - 5. Use of Premises.
  - 6. Coordination with occupants.
  - 7. Work restrictions.
  - 8. Occupational Safety and Health Act.

1.3 PROJECT INFORMATION

- A. Project Identification: City of Waterbury School District.
  - 1. Project Locations:
    - a. West Side Middle School, 483 Chase Parkway, Waterbury, CT 06708
- B. Owner: Waterbury Board of Education.
- C. Architect: The Contract Documents were prepared for Project by Silver/Petrucci + Associates, Hamden, CT.
- D. Owner Representative: Shannon Sullivan, Waterbury Education Department, School Inspector

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work includes, but is not limited to the following:
  - 1. See drawings and specifications

1.5 SCHEDULE

**THE CITY OF WATERBURY  
WEST SIDE MIDDLE SCHOOL ROOF REPLACEMENT**

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- A. The sequence of Work shall be conducted in accordance with the milestone dates noted below:

1. Notice of Intent to Award By	05/05/17
2. Submittal Period	05/08/17 to 05/22/17
3. Procurement	05/22/17 to 06/19/17
4. Fully Executed Contract	by 06/02/17
5. Construction / Installation	06/22/17
a. Project Complete	08/25/17

- B. A copy of the Waterbury Public Schools 2016 - 2017 School Year Calendar is attached to this specification section.
- C. Immediately upon recommendation for award, the Contractor shall organize the Work, prepare a detailed construction schedule, provide required submittals in accordance with the Shop Drawing, Product Data, and Sample Schedule specified in Division 01 Section "Product Requirements" so that all materials subject to approval may be ordered, and shall expedite long-lead items. If requested by the Owner or Program Manager, the Contractor shall provide proof of orders and delivery dates.
- D. The Contractor shall maintain and submit with the monthly update, a copy of the schedule, graphically depicting actual vs. scheduled start and finish dates for all activities.
- E. If it appears that the Work cannot be completed by the scheduled dates, the Contractor shall increase the work force or increase the hours of work, including evenings and weekends if necessary, at no additional cost to the Owner.
- F. If the Contractor fails to staff the job adequately to meet the completion date, the Owner reserves the right to assume possession of the material and to complete the installation with the Owner's forces or other Contractors or to require the Contractor to work additional shifts, as necessary.
- G. If the Work is complete, but the area is not cleaned and debris or equipment is not removed, the Owner shall have the right to have the area prepared for occupancy with his own or other forces and deduct the costs from the contract amount.

**1.6 WORK UNDER OTHER CONTRACTS**

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Future Work: Owner will award separate contract(s) for the following additional work to be performed at site. Completion of that work will depend on successful completion of preparatory work under this Contract.
1. Not Applicable

**1.7 USE OF PREMISES**

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- A. General: Each Contractor shall have limited use of premises for construction operations as determined by the Owner.
- B. Use of Site: Limit use of premises to areas determined by the Program Manager. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. **Work hours are limited to the hours of 7:00am to 10:00pm Monday through Friday. Additional work times may be requested by the Contractor and approved by the City of Waterbury.**
  - 2. **School will be occupied by District Staff during the construction period. Coordinate all interferences with the City of Waterbury at all times.**
  - 3. Confine the parking of workmen's and construction vehicles, and the storage of construction materials to a designated staging area determined by the Program Manager.
  - 4. Owner Occupancy: Allow for Owner occupancy of Project site.
  - 5. Driveways and Entrances: Keep driveways 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.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

**1.8 COORDINATION WITH OCCUPANTS**

- A. Owner Occupancy: Owner will occupy the premises during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's 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.
  - 3. Rooms that work is taking place need to be available for complete use each day.

**1.9 CLEANING – Interior**

- A. Contractor is aware that underside of roof deck contains fiber fireproofing which is subject to delamination and separation from the roof deck during roofing operations. The contractor will assign at least one laborer per work shift to provide monitoring of underside deck on the interior of the building and cleaning of delaminated /failed fireproofing throughout the duration of the project. The contractor will be responsible for cleaning of delaminated fireproofing and replacement of damaged ceiling tiles caused it's roofing operations.

**1.10 WORK RESTRICTIONS**

- A. Work Restrictions, General: Comply with restrictions on construction operations.

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- B. **On-Site Work Hours:** Since school will be in session when work shall be performed, work hours Monday thru Friday except otherwise indicated, will be 7:00 a.m. to 10:00 p.m.
1. Weekend Hours: Coordinate with Owner.
  2. Early Dismissal Dates (Refer to School Year Calendar): Coordinate work hours with Owner.
  3. Parent Conference Dates (Refer to School Year Calendar): Coordinate work hours with Owner.
- C. The Contractor shall include in their base bid any costs associated with premium time that are required to maintain the Schedule.
- D. **Nonsmoking Building:** Smoking is not permitted on site or within the building.
- E. **Employee Identification:** Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- F. **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 two days in advance of proposed disruptive operations.
  2. Obtain Owners written permission before proceeding with disruptive operations.

**1.11 OCCUPATIONAL SAFETY AND HEALTH ACT**

- A. The Contractor and each Subcontractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the Governmental Authorities which administer such Acts. Said requirements, standards and regulations are incorporated herein by reference.
1. In accordance with Connecticut General Statutes Sec. 31-53b, all employees on the Project site must show proof of completing and maintaining the OSHA 10 hour certification requirements in accordance with federal OSHA Training Institute standards.
- B. The Contractor and each Subcontractor shall comply with said regulations, requirements and standards and require and be directly responsible for compliance therewith on the part of his agents, employees material men and Subcontractors; and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of his agents, employees, material men or Subcontractors failing to so comply.

**1.12 STATE AND LOCAL REGULATIONS**

- A. **Note: Any bid in excess of \$500,000 IS REQUIRED to be accompanied by the Bidder's CTDAS Update (Bid) Statement, as noted hereafter.** In accordance with C.G.S. 4a-100, 4b-91, and 4b-101, any contractor or subcontractor submitting a bid greater than \$500,000 is required to submit their DAS Update (Bid) Statement with their bid. Failure to submit this item with the bid will result in disqualification of the bidder. All subcontractors must be pre-qualified at the time of performance of their work. If you have any questions regarding these requirements contact CTDAS, at telephone number (860) 713-5280 or visit their web site at

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[www.das.state.ct.us](http://www.das.state.ct.us).

**B. CONTRACTOR'S MEANS OF COMPLIANCE WITH CHRO REQUIREMENTS**

The contract to be awarded is subject to compliance requirements mandated by Connecticut General Statutes Sections 4a-60 and 4a-60a, 46a-71(d) and 46a-81 i (d). 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 the previously stated Sections of the Connecticut General Statutes.

Affidavit Form C - Nondiscrimination Certification shall be completed and submitted at time of bid. Form 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).

Unless otherwise noted, all Bidders are required to obtain a minimum goal of 25% of awarded contract to small business enterprises (SBE) and 6.25% to minority business enterprises (MBE) trade contractors and/or suppliers certified by the State of Connecticut Department of Administration Services (DAS)

The successful Trade Contractor shall substantiate this participation within **10 days of receiving a limited Notice to Proceed and prior to signing of the Trade Contract.**

**INDEX TO THE SUPPLEMENTARY CONDITIONS OF THE CONTRACT**

<u>ARTICLE</u>		<u>PAGE</u>
<u>NUMBER</u>	<u>TITLE</u>	<u>NUMBER</u>
1.	PLANS AND SPECIFICATIONS AT THE SITE .....	_____
2.	SHOP DRAWINGS, CATALOG CUTS AND SAMPLES... ..	_____
3.	CONSTRUCTION PROGRESS SCHEDULE .....	_____
4.	ESTIMATED QUANTITIES .....	_____
5.	SCHEDULE OF VALUES; APPLICATION FOR PAYMENT .	_____
6.	PARTIAL PAYMENTS .....	_____
7.	CONSTRUCTION EQUIPMENT .....	_____
8.	INSPECTION AND TESTS .....	_____
9.	UTILITIES .....	_____
10.	SEDIMENTATION AND EROSION CONTROL .....	_____
11.	DEWATERING AND WATER CONTROL .....	_____
12.	DUST AND SPILLAGE CONTROL .....	_____

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13.	WINTER EROSION CONTROL MEASURES.....	_____
14.	PROTECTION OF ENVIRONMENTAL RESOURCES .....	_____
15.	ENVIRONMENTAL PROTECTION PLAN.....	_____
16.	TEMPORARY UTILITIES.....	_____
17.	TOILET ACCOMMODATIONS AND DRINKING WATER...	_____
18.	TEMPORARY TELEPHONES.....	_____
19.	NOT USED .....	_____
20.	PROGRESS MEETINGS.....	_____
21.	NOT USED .....	_____
22.	NOT USED .....	_____

**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 – if required, Water Control Plan and Environmental Protection Plan - if required.

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

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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

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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

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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

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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**

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.

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WEST SIDE MIDDLE SCHOOL ROOF REPLACEMENT

ATTACHMENT C

- 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

**THE CITY OF WATERBURY  
WEST SIDE MIDDLE SCHOOL ROOF REPLACEMENT**

**ATTACHMENT C**

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. Contractor to provide temporary utilities as required to complete work.

**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**

**END OF ATTACHMENT C – SPECIAL PROCEDURES**

Project: West Side Middle School Roof Replacement

**Minimum Rates and Classifications  
for Building Construction**

ID# : B 23364

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

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

Project Number: 151-0292RR

Project Town: Waterbury

State#:

FAP#:

Project: West Side Middle School Roof Replacement

CLASSIFICATION	Hourly Rate	Benefits
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
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	37.15	27.56

As of: Friday, March 24, 2017

Project: West Side Middle School Roof Replacement

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:* Friday, March 24, 2017

Project: West Side Middle School Roof Replacement

-----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 who 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: Friday, March 24, 2017

Project: West Side Middle School Roof Replacement

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: Friday, March 24, 2017

Project: West Side Middle School Roof Replacement

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)	50.14	31.585+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: Friday, March 24, 2017

Project: West Side Middle School Roof Replacement

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: Friday, March 24, 2017

Project: West Side Middle School Roof Replacement

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: Friday, March 24, 2017

Project: West Side Middle School Roof Replacement

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:* Friday, March 24, 2017

Project: West Side Middle School Roof Replacement

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: Friday, March 24, 2017

Project: West Side Middle School Roof Replacement

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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Rofer: Cole Tar Pitch	40.00	15.75 + a
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As of: Friday, March 24, 2017

Project: West Side Middle School Roof Replacement

Rofer: 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: Friday, March 24, 2017

Project: West Side Middle School Roof Replacement

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: Friday, March 24, 2017

Project: West Side Middle School Roof Replacement

19) Theatrical Stage Journeyman	25.76	7.34
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*As of:* Friday, March 24, 2017

## Project: West Side Middle School Roof Replacement

*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: Friday, March 24, 2017**

Project: West Side Middle School Roof Replacement

*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.

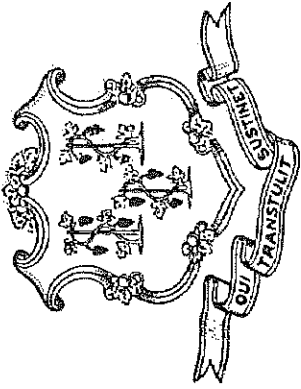
All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

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: Friday, March 24, 2017**



# 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.**

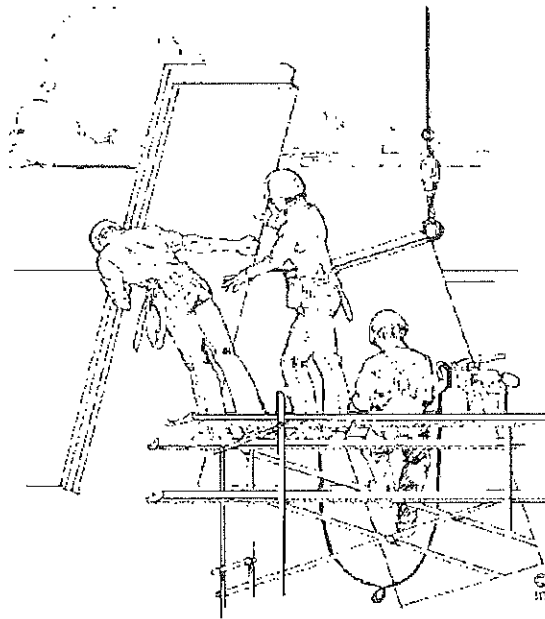
## ~NOTICE~

### 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.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS																		
In accordance with Connecticut General Statutes, § 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.						Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109												
CONTRACTOR NAME AND ADDRESS:							SUBCONTRACTOR NAME & ADDRESS							WORKER'S COMPENSATION INSURANCE CARRIER				
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS					POLICY #  EFFECTIVE DATE: EXPIRATION DATE:											
PERSON/WORKER, ADDRESS and SECTION	APPR RATE/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					FEDERAL STATE	WITH-HOLDING	LIST OTHER		
		Trade License Type & Number - OSHA 10 Certification Number	HOURS WORKED EACH DAY							Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH							
												\$	1. \$					
												Base Rate	2. \$					
													3. \$					
												\$	4. \$					
												Cash Fringe	5. \$					
													6. \$					
												\$	1. \$					
												Base Rate	2. \$					
													3. \$					
												\$	4. \$					
												Cash Fringe	5. \$					
													6. \$					
												\$	1. \$					
												Base Rate	2. \$					
													3. \$					
												\$	4. \$					
												Cash Fringe	5. \$					
													6. \$					
												\$	1. \$					
												Base Rate	2. \$					
													3. \$					
												\$	4. \$					
												Cash Fringe	5. \$					
													6. \$					

\*IF REQUIRED

12/9/2013

WWS-CPI

\*SEE REVERSE SIDE

PAGE NUMBER \_\_\_\_\_ OF \_\_\_\_\_

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.).

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 OT 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						FICA WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER											
				HOURS WORKED EACH DAY									TOTAL FRINGE BENEFIT PLAN CASH																
													\$	1. \$															
													Base Rate	2. \$															
													\$	3. \$															
													Cash Fringe	4. \$															
													\$	5. \$															
													Base Rate	6. \$															
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													\$	1. \$															
													Cash Fringe	2. \$															
													\$	3. \$															
													Base Rate	4. \$															
													\$	5. \$															
													Cash Fringe	6. \$															

\*IF REQUIRED

(New) In accordance with Section 31-539(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.

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-CPI 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.

Rev. 7/1/16

## 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 affect 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 (journeyperson 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**

**WEST SIDE MIDDLE SCHOOL ROOF REPLACEMENT**

**SECTION 00500**

**TECHNICAL SPECIFICATIONS**

- A. Project Manual prepared by Silver/Petrucelli + Associates, Inc., entitled "Waterbury West Side Middle School Roof Replacement", Issued for Bid, Dated October 27, 2016
- B. Drawings prepared by Silver/Petrucelli + Associates, Inc., entitled "Waterbury West Side Middle School Roof Replacement", Issued for Bid, Dated October 27, 2016



# DRAFT AIA® Document A201™ - 2007

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

« »

« »

THE OWNER:

(Name, legal status and address)

« »« »

« »

THE ARCHITECT:

(Name, legal status and address)

« »« »

« »

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#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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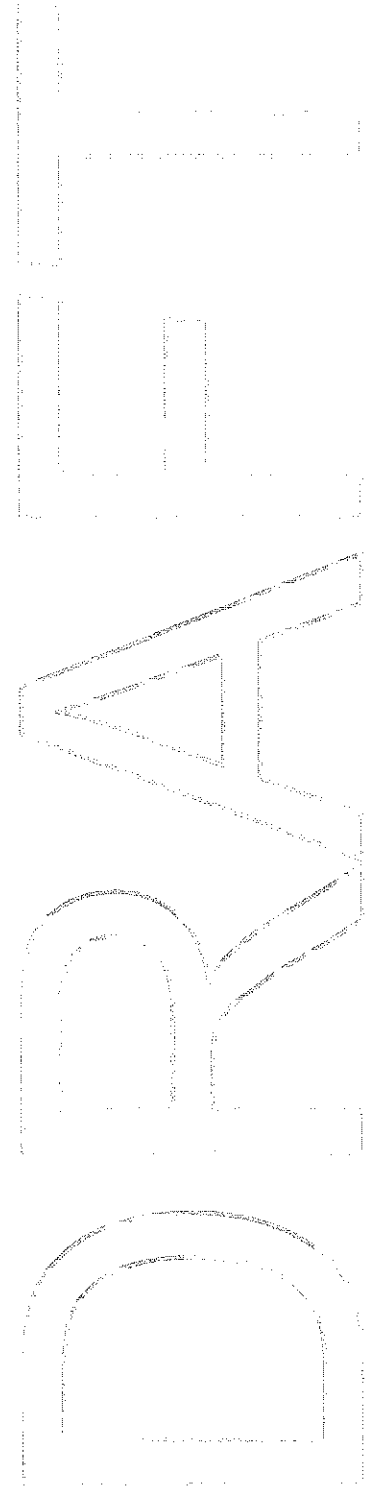
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**ARTICLE 1 GENERAL PROVISIONS****§ 1.1 BASIC DEFINITIONS****§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid-or-proposal, or portions of Addenda relating to bidding requirements.

**§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

**§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

**§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

**§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

**§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

**§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

**§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 CAPITALIZATION**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 INTERPRETATION**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### **§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## **ARTICLE 2 OWNER**

### **§ 2.1 GENERAL**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 2.2.1** Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

**§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

**§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

**§ 3.4 LABOR AND MATERIALS**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other.

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

**§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE 4 ARCHITECT****§ 4.1 GENERAL**

**§ 4.1.1** The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 4.2 ADMINISTRATION OF THE CONTRACT**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

#### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

##### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

##### § 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions; the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 7.3.5** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.6** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 MINOR CHANGES IN THE WORK**

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

**ARTICLE 8 TIME****§ 8.1 DEFINITIONS**

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**§ 8.2 PROGRESS AND COMPLETION**

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**§ 8.3 DELAYS AND EXTENSIONS OF TIME**

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

**ARTICLE 9 PAYMENTS AND COMPLETION****§ 9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.2 SCHEDULE OF VALUES**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 9.3 APPLICATIONS FOR PAYMENT**

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,



stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

#### § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction.

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### § 12.2 CORRECTION OF WORK

##### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

**§ 13.5 TESTS AND INSPECTIONS**

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

**§ 13.6 INTEREST**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

**§ 13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT****§ 14.1 TERMINATION BY THE CONTRACTOR**

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

##### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

##### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

##### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

##### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

**§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 INITIAL DECISION**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing, (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

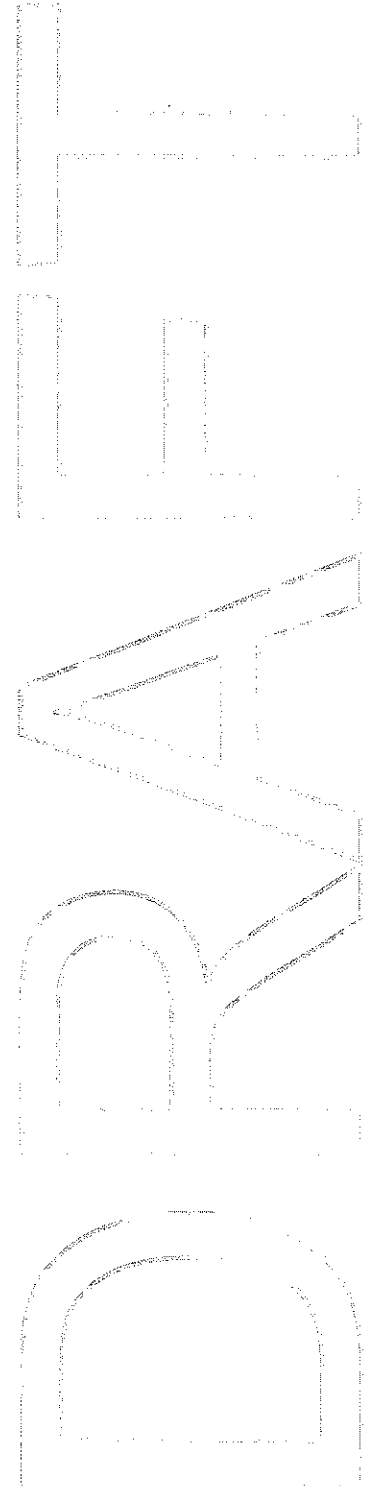
### § 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



## SUPPLEMENTARY GENERAL CONDITIONS

### GENERAL CONDITIONS

The Work of this Contract shall be subject to the American Institute of Architects Document A201, "General Conditions of the Contract for Construction", herein referred to as the General Conditions.

### SUPPLEMENTARY CONDITIONS

The supplementary Conditions contain changes and additions to the General Conditions. Where any part of the General Conditions is modified or voided by the Supplementary Conditions, the remaining unaltered provisions shall remain in effect.

#### ARTICLE 1 **Make the following changes:**

- 1.1.3 **Add the following:** Asbestos material encountered in the existing structure of the Project, and its treatment or removal is a part of the Work. The disposition of such material will be the responsibility of the Contractor. The Contractor shall be required to take appropriate precautions for Workers performing tasks in asbestos environments, ie. Basements, pipe tunnels, etc.
- 1.2.3 **Add the following:** When applied to materials and equipment required for the Work, the words "furnish", "install" and "provide" shall mean the following:
  - .1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit and ready for their intended use.
  - .2 The word "furnish" shall mean to secure, pay for, deliver to site, unload and uncrate materials and equipment.
  - .3 The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit and ready for use and perform all services except those included under the term "furnish".
  - .4 The phrase "furnish and install" shall be equivalent to the word "provide". Each shall be interpreted to mean "the Contractor shall furnish all labor, material and equipment and install....".
  - .5 "As required" shall mean as required to produce a fully completed project or result to the satisfaction of the Architect.
  - .6 Where discrepancies or conflicts occur:
    - .1 Amendments and Addenda shall take precedence over the Specifications.
    - .2 The Specifications shall take precedence over the Drawings.
    - .3 Stated dimensions shall take precedence over scaled dimensions.
    - .4 Large-scale detail drawings shall take precedence over small-scale drawings.
    - .5 Schedules shall take precedence over other data on the drawings.
  - .7 In case of a difference between Drawings or Specifications or within either document itself in describing the Work, the better quality, greater quantity or more costly work will be assumed to be and shall be included in the Contract price. The Contractor shall not proceed with such work until the Architect has been contacted for clarification and proper direction.
  - .8 Instructions or specifications of a particular manufacturer as referred to herein

shall be binding as a part of this Specification. Obtain such written instructions and maintain on the job with the Specification.

- .9 Schedules of materials in various sections of the Specifications are furnished to assist the Contractor. Contractor shall verify the schedules with the Drawings and shall provide any additional materials indicated on the Drawings but not included in the schedules. The greater quantity or highest quality will govern.

**Add the following:**

- 1.2.4 All work shown or referred to in the Contract Documents shall be included in the Contract excepting those items which are specifically noted as being "provided under another contract" or "provided by the Owner"; or "not in contract (NIC)".
- 1.2.5 Parties to the Contract shall not take advantage of obvious error or apparent discrepancy in Contract Documents. Notice of discovered error or discrepancy shall immediately be given in writing to the Architect to make such corrections and interpretations as he may deem necessary for completion of the work in a satisfactory and acceptable manner.

**ARTICLE 2 Make the following changes:**

- 2.2.5 **Revise to read as follows:** "Contractor shall be furnished up to three (3) sets of Contract Drawings and Specifications, and two (2) copies of each drawing which is issued after the date of the Contract. The Contractor shall pay costs of reproduction for any additional copies of Drawings or Specifications he requires."

**ARTICLE 3 Make the following changes:**

**Add the following:**

- 3.4.4 Should the Contractor wish to substitute another product or method for products or methods specified or shown in the Contract Documents, whether specified or shown in Contract Documents, whether or not such phrases as "equal to" or "based on" are used, he shall apply in writing for approval. He shall enclose such data as Architect requires to evaluate products. The Architect's decision shall be final. Contractor is responsible for space requirements of substitutions, he shall execute necessary changes in adjacent and relocated situations, he shall execute necessary changes in adjacent and relocated work which are due to such substitutions, without additional cost and he shall be responsible for delays required for evaluation of proposed substitutions.
- 3.5.1.1 Project Warranty: Unless otherwise specified, Contractor shall warrant (guaranty) all work against defects resulting from the use of material, workmanship or equipment which is inferior, defective or not in accordance with the terms of the Contract. This warranty, unless stated otherwise in a given section of the Specifications, shall be for a period of one year from the date of issuance of the Certificate of Substantial Completion for the Project.
- .2 Specified Product Warranty: Issued by a manufacturer or fabricator for compliance with requirements of the Contract Documents. Refer to sections of Specifications for requirements of specified warranties.
- .3 Coincidental Product Warranty: Available on a product incorporated into the

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SUPPLEMENTARY GENERAL CONDITIONS

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work, by virtue of manufacturer's publication of warranty without regard for application requirement, a non-specified warranty. Contractor shall identify such warranties as they apply.

.4 Warranty Obligations

- .1 Contractor shall restore or remove-and-replace warranted work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty.
- .2 Contractor shall restore or remove-and-replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work.
- .3 Cost of restoration or removal-and-replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing work.
- .4 Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damage to property other than the Work of the Contract.
- .5 Upon restoration or removal-and-replacement of warranted work which has failed, Contractor shall reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.
- .6 Warranties and warranty periods shall not diminish implied warranties, and shall not deprive Owner of actions, rights and remedies otherwise available if the Contractor fails to fulfill the requirements of the Contract Documents.
- .7 Owner reserves the right to reject coincidental product warranties which conflict with or are less than the requirements of the Contract Documents.

- .5 Contractor shall furnish fully executed warranties to Owner in accordance with the General Conditions and Section 017700.

- 3.6 **Amend to include the following:** No amount shall be included in the bid for State Sales Tax or for Federal Excise Tax on materials or supplies purchased for this project. The Owner will supply tax exempt number.

- 3.7.1 **Amend to include the following:** The Contractor shall pay costs charged by utility companies for service connections, inspections and tests, and related utility company fees normally assessed as part of the construction process.

ARTICLE 4 **Add the following:**

- 4.3 The provisions of Article 15 notwithstanding, the Contractor expressly agrees to joinder in arbitration proceedings between Owner/Architect upon specific written request of the Owner. This agreement shall be valid with the Architect's acceptance of an equal provision in their respective contracts.

ARTICLE 7 **Add the following:**

- 7.2.2 The Contractor's proposal for changes in the Work shall be itemized completely and in detail and shall include material costs and quantities, labor wages, time, insurance,

pensions and equipment rental other than small tools, and the number of additional calendar days, if any, which are required to complete the Work.

Where unit prices have been established, the proposal shall state the quantity involved and the applicable unit price.

#### 7.5 ALLOWANCE FOR OVERHEAD AND PROFIT

- 7.5.1 The allowance for overhead and profit is compensation for administration, superintendence, materials for temporary structures, additional premiums on bonds and the use of small tools.
- 7.5.2 For additions, deletions or other changes in the Work ordered under method 7.3.3.3, the Contractor may apply an allowance of up to ten percent (10%) for profit and overhead to the net cost of the work actually performed by him.
- 7.5.3 Work to be performed by a subcontractor may include an allowance for the subcontractor's overhead and profit not to exceed ten percent (10%) of the net cost. The Contractor is permitted up to a **five percent** (5%) allowance to be applied against the net cost to a subcontractor. In no case shall the total allowance exceed fifteen percent (15%) of the net cost of work performed by the subcontractor.
- 7.5.4 The Contractor's allowance of up to ten percent (10%) on changes involving more than one (1) subcontractor shall be applied only to the combined net of cost additions and deductions of all subcontractors.
- 7.5.5 There shall be no allowance for overhead and profit for the Contractor or any subcontractor on changes resulting in a net deduction.
- 7.5.6 The provisions of this Article shall apply only to subcontractors as defined in Article 5. Allowance for overhead and profit will be accepted only for those who are direct subcontractors.

#### ARTICLE 8 Make the following changes:

- 8.3.4 **Add the following:** No extension of time will be allowed for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions substantially more severe than the average for the calendar period as recorded by a recognized weather observation agency.

#### ARTICLE 9 Make the following changes:

- 9.3.1 **Revise** "ten days" to read "fifteen (15) days".

##### **Add the following:**

- 9.3.1.3 During progress of the Work, the Owner will pay Contractor ninety-five percent (95%) of the total amount of each monthly payment due. The remaining five percent (5%) will be retained by the Owner until the Project is substantially

## SUPPLEMENTARY GENERAL CONDITIONS

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completed. There will be no further reduction considered until final acceptance of the Project in accordance with the Contract Documents.

- 9.3.2 **Amend to include the following:** If the Contractor does not submit evidence of payment to vendor for material and equipment stored, the Architect will recommend deduction of the amount previously allowed for the items stored from the current or subsequent Application for Payment.

**Add the following:**

- 9.3.2.1 Contractor may include in Application for Payment the delivered cost of equipment and non-perishable materials delivered and stored at the site but not incorporated in the work, under the following conditions:

- .1 Items to be protected from fire, theft, vandalism, weather and other damage.
- .2 Storage procedures and areas to be approved.
- .3 Items to be available at all times for inspection by the Owner and Architect.

- 9.3.4 Contractor shall furnish with Application for Payment an invoice establishing value of material and equipment stored at the site along with a statement of amount to be paid the vendor.

- .1 Such stored items are subject to inspection by Architect before payment is recommended.
- .2 Contractor shall furnish Owner with Certificate of Insurance in accordance with Contract Documents for the full value of the items stored at the site.

- 9.6.2.1 Contractor shall furnish Architect with satisfactory evidence of payment to vendors supplying material and equipment for approved storage. This shall be done within thirty (30) days after the date of progress payment. Satisfactory evidence of payment shall be one of the following:

- .1 Contractor's canceled check in correct amount with identification of invoices paid.
- .2 A letter or telegram from vendor with authorized signature stating amounts and invoices paid.
- .3 A receipted invoice.

- 9.6.7.1 Payment for material and equipment delivered and stored shall not relieve Contractor of responsibility for furnishing equipment and material required for the work in the same manner as if such payment were not made.

- 9.10.6 A prerequisite to final payment shall be that the Contractor furnish proof that he has completed all specification requirements covering the following item as applicable: Warranties.

**ARTICLE 10      Add the following:**

- 10.3.4.1 The Contractor shall not bring hazardous materials onto the site nor use in

- the Work without compliance with the following conditions.
- .2 The Contractor shall be solely responsible for the handling, storage, and use of explosive or other hazardous materials when their use is permitted. For such use, the Contractor shall obtain necessary permits from regulating agencies and submit copies of permits to the Architect for review before proceeding with use.
  - .3 Contractor shall obtain insurance for use of hazardous material and furnish certificates of insurance in keeping with Conditions of the Contract.

**ARTICLE 11 Add the following:**

**11.5 MISCELLANEOUS INSURANCE REQUIREMENTS**

- 11.5.1 Insurance shall be carried with a company or companies licensed to do business in the State of Connecticut.
- 11.5.2 The Contractor shall not begin work until he has obtained all insurance as required, nor shall any subcontractor be permitted to commence work until he has obtained all insurance as required under the same provisions. Insurance shall be maintained throughout the life of the Contract.
- 11.5.2 It shall be the responsibility of the Contractor to obtain Certificates of Insurance from each subcontractor and to make certain that all coverage is maintained throughout the life of the Contract.
- 11.5.3 The Contractor, before commencing work, shall supply Owner with Certificates of Insurance evidencing compliance with the insurance requirements. Each certificate shall state that the insurance evidenced by such certificate will not be canceled or reduced without thirty (30) days prior written notice to the Owner.
- 11.5.4 Each subcontractor, before commencing work, shall supply Owner with Certificates of Insurance evidencing compliance with the insurance requirements. Each certificate shall state that the insurance evidenced by such certificate will not be canceled or reduced without thirty (30) days prior written notice to the Owner.
- 11.5.5 The Contractor shall maintain a file of Certificates of Insurance received from each subcontractor and provide Owner with copy of each certificate.
- 11.5.6 The Contractor shall furnish to the Owner copies of any endorsements subsequently issued amending coverage or limits.

\*Refer to Section 00100 "Instructions to Bidders" for limits.

**ARTICLE 14 Make the following changes:**

- 14.2.2 **Revise** "seven" to read "fifteen (15)".

**ARTICLE 15 Make the following changes:**

- 15.3.2 In addition to and prior to arbitration, the parties shall endeavor to settle disputes

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## SUPPLEMENTARY GENERAL CONDITIONS

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by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The provisions of Article 15 notwithstanding, the Contractor expressly agrees to joinder in mediation proceedings between Owner/Architect upon specific written request of the Owner. This agreement shall be valid with the Architect's acceptance of an equal provision in their respective contracts.

END OF SECTION



AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: PERIOD TO: OWNER: ARCHITECT: CONTRACTOR: FIELD: FROM CONTRACTOR: VIA ARCHITECT: CONTRACT DATE: PROJECT NOS: Distribution to:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$0.00
- 2. NET CHANGE BY CHANGE ORDERS \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$0.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$0.00

5. RETAINAGE:

- a. 0 % of Completed Work (Column D + E on G703) \$0.00
- b. 0 % of Stored Material (Column F on G703) \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$0.00

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total) \$0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$0.00

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes:



AIA Document, G702 <sup>TM</sup> -1992, Application and Certification for Payment, or G736 <sup>TM</sup> -2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.	APPLICATION NO:
In tabulations below, amounts are in US dollars.	APPLICATION DATE:
Use Column I on Contracts where variable retainage for line items may apply.	PERIOD TO:
	ARCHITECT'S PROJECT NO:

[illegible]

STATE PROJECT NO. 151-0291 RR

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User Notes:

(1365783365)



# Waterbury Public Schools 2016 ~ 2017 School Year Calendar

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22nd - New Teacher Orientation - 7hr.  
23rd - New Teacher Orientation - 7hr.  
24th - New Teacher Orientation - 7hr.  
25th - Professional Development Day - 7hr.  
26th - Professional Development Day - 7hr.  
29th - First Day of School

**3 Days**

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5th - Labor Day - No School  
14th - Open House Elem. 5-7pm - Early Dismissal  
14th - Open House H.S. 7-9pm - Early Dismissal  
14th - Early Dismissal - M.S. - Teacher Collab./PD  
21st - Open House M.S. 5-7pm - Early Dismissal  
21st - Early Dismissal - H.S. & Elem-Teacher Collab/PD

**21 Days**

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

7th - P.D. Day - 7hr. - No School  
10th - Columbus Day - No School  
31st - End of 1st MP: HS/MS/Elem

**19 Days**

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

8th - Election Day - No Sch- P.D. Day - 7hr.  
9th - Grade Submission Ends-9AM  
11th - Veteran's Day - No School  
17th - Distribute 1st MP Report Cards  
23rd - Early Dismissal - Thanksgiving Recess  
24th & 25th - Thanksgiving Recess - No School  
28th - Pre-K & Kindergarten - End of 1st MP

**18 Days**

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

5th - Pre-K & K - Grade Submission Ends - 9AM  
7th - Parent Conference Elem. 5-7pm - Early Dismissal  
7th - Parent Conference H.S. 7-9pm - Early Dismissal  
7th - Early Dismissal - M.S. - Teacher Collab./PD  
12th - Pre-K & K - Distribute 1st MP Report Cards  
14th - Parent Conference M.S. 5-7pm - Early Dismissal  
14th - Early Dismissal - H.S. & Elem-Teacher Collab/PD  
26th-30th - Winter Recess - No School

**17 Days**

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2nd - New Year's Day Observed - No School  
3rd - School Resumes  
6th - Three King's Day - No School  
12th-18th-Mid Term Exams- Early Dismissal HS Only  
16th - Martin Luther King Jr.'s Day - No School  
18th - Early Dismissal - Teacher Collaboration/PD  
18th - End of 2nd MP: HS/MS/Elem  
27th - Grade Submission Ends-9AM

**18 Days**

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

3rd - Distribute 2nd MP Report Cards  
15th - Early Dismissal - Teacher Collaboration/PD  
20th - President's Day - No School  
21st - Lincoln's Day (Observed) - No School

**14 Days**

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

16th - Pre-K & Kindergarten - End of 2nd MP  
24th - Pre-K & Kindergarten - Grade Submission Ends-9AM  
29th - Pre-K & Kindergarten-Distribute 2nd MP Report Cards  
29th - Early Dismissal - Teacher Collaboration/PD

**20 Days**

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3rd - End of 3rd MP: HS/MS/Elem  
10th-14th - Spring Recess - No School  
18th - Grade Submission Ends-9AM  
19th - Parent Conference Elem. 5-7pm - Early Dismissal  
19th - Parent Conference H.S. 7-9pm - Early Dismissal  
19th - Early Dismissal - M.S. - Teacher Collab./PD  
24th - Distribute 3rd MP Report Cards  
26th - Parent Conference M.S. 5-7pm - Early Dismissal  
26th - Early Dismissal - H.S. & Elem-Teacher Collab/PD

**15 Days**

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1st-12th - AP Exams  
17th - Early Dismissal - Teacher Collaboration/PD  
29th - Memorial Day - No School

**22 Days**

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

\*\* Pre-K - 8th-Grades due 5 days before last day  
\*\* Pre-K - 8th-Distribute Report Cards on last day  
\*\* H.S. Grade submission ends on last day  
Last Day of School shall be Early Dismissal  
9th-14th- Final Exams- Early Dismissal HS Only  
21st - Last Day of School - Depending on Weather

**15 Days**

Full Day Professional Development Day  
\*Prepared by the Computer Technology Center\*

School Closed  
School Day

Early Dismissal Professional Development Day  
Approved by the BOE on 01/21/16- Revised 3/20/2017

# Waterbury Public Schools 2017 ~ 2018 School Year Calendar

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

21st - New Teacher Orientation - 7hr.  
22nd - New Teacher Orientation - 7hr.  
23rd - Professional Development Day - 7hr.  
24th - Professional Development Day - 7hr.  
25th - Professional Development Day - 7hr.  
28th - First Day of School

4 Days

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4th - Labor Day - No School  
12th - Professional Development - 7hr. - No School  
20th - Open House Elem. 5-7pm - Early Dismissal  
20th - Open House H.S. 7-9pm - Early Dismissal  
20th - Early Dismissal - M.S. - Teacher Collab./PD  
27th - Open House M.S. 5-7pm - Early Dismissal  
27th - Early Dismissal - H.S. & Elem-Teacher Collab/PD

20 Days

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

9th - Columbus Day - No School  
31st - End of the 1st MP: HS/MS/Elem

20 Days

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

7th - Election Day - No School  
9th - Grade Submission Ends - 9AM  
10th - Veteran's Day - No School  
17th - Distribute 1st MP Report Cards  
22nd - Early Dismissal - Thanksgiving Recess  
23rd & 24th - Thanksgiving Recess - No School  
28th - Pre-K & Kindergarten - End of 1st MP

18 Days

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

6th - Parent Conference Elem. 5-7pm - Early Dismissal  
6th - Parent Conference H.S. 7-9pm - Early Dismissal  
6th - Early Dismissal - M.S. - Teacher Collab./PD  
6th - Pre-K & Kindergarten - Grade Submission Ends - 9AM  
12th - Pre-K & Kindergarten-Distribute 1st MP Report Cards  
13th - Parent Conference M.S. 5-7pm - Early Dismissal  
13th - Early Dismissal - H.S. & Elem-Teacher Collab/PD  
25th-29th - Winter Recess - No School

16 Days

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1st - New Year's Day - No School  
2nd - School Resumes  
6th - Three King's Day  
11th - 17th - Mid Term Exams - Early Dismissal HS Only  
15th - Martin Luther King Jr.'s Day - No School  
17th - Early Dismissal - Teacher Collaboration/PD  
17th - End of the 2nd MP: HS/MS/Elem  
25th - Grade Submission Ends - 9AM

21 Days

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

1st - Distribute 2nd MP Report Cards  
14th - Early Dismissal - Teacher Collaboration/PD  
19th - President's Day - No School  
20th - Lincoln's Day (Observed) - No School

18 Days

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

5th - Pre K & Kindergarten - End of the 2nd MP  
13th - Pre-K & Kindergarten - Grade Submission Ends - 9AM  
20th - Pre-K & Kindergarten-Distribute 1st MP Report Cards  
23rd - End of the 3rd MP: HS/MS/Elem  
28th - Early Dismissal - Teacher Collaboration/PD  
30th - Good Friday - No School

21 Days

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

3rd - Grade Submission Ends - 9AM  
10th - Distribute 3rd MP Report Cards  
16th-20th - Spring Recess - No School  
11th - Parent Conference Elem. 5-7pm - Early Dismissal  
11th - Parent Conference H.S. 7-9pm - Early Dismissal  
11th - Early Dismissal - M.S. - Teacher Collab./PD  
25th - Parent Conference M.S. 5-7pm - Early Dismissal  
25th - Early Dismissal - H.S. & Elem-Teacher Collab/PD

16 Days

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1st - 14th - AP Exams  
16th - Early Dismissal - Teacher Collaboration/PD  
28th - Memorial Day - No School

22 Days

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

\*\* Pre-K - 8th-Grades due 5 days before last day  
\*\* Pre-K - 8th-Distribute Report Cards on last day  
\*\* H.S. Grade submission ends on last day  
Last Day of School shall be Early Dismissal  
8th - Last Day of School - Depending on Weather

6 Days

Full Day Professional Development Day  
\*Prepared by the Computer Technology Center\*

School Closed  
School Day

Early Dismissal Professional Development Day  
Approved by BOE: 12-15-2016

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DRAWING LIST

ROOF REPLACEMENT

WEST SIDE MIDDLE SCHOOL  
483 CHASE PARKWAY  
WATERBURY, CT 06708

STATE PROJECT NO. 151-0291 RR

S/P+A PROJECT NO. 14.301

<u>Drawing Number</u>	<u>Drawing Name</u>
	COVER SHEET
R1	ROOF INFORMATION
R2	ROOF KEY PLAN
A1	OVERALL ROOF AND DEMOLITION PLAN
A2	ROOF PLAN PART "A"
A3	ROOF PLAN PART "B"
A4	ROOF PLAN PART "C"
A5	ROOF DETAILS
A6	ROOF DETAILS

END OF DRAWING LIST



SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.
- B. City of Waterbury Contract Documents supersede redundant or conflicting Contract Documents.

1.2 PROJECT DESCRIPTION

- A. The Work of the Project is defined by the Contract Documents and consists of interior renovations to an existing library.
- B. The Work generally includes, but is not necessary limited to, the following major elements:
  - 1. Removal of existing and installation of new SBS Modified Bitumen Roof assemblies and accessories.
  - 2. Offsite disposal of all removed materials.

1.3 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- B. Confine operations to as small work areas and accessways as possible. As much as possible and without damage to the finishes, doors and related building systems, access the project area via the service doors designated by Owner.
- C. Keep driveways and entrances serving the premises clear and available to the Owner and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
  - 1. Contractor is responsible to check and verify the City's schedules for local road closures at all times during construction.
- D. Maintain existing egress patterns, exit doors and means of egress during construction, which will include the provision of temporary walkways, sidewalks or other means necessary to provide adequate life safety for the building occupants, particularly at exitways which must continue to be open and serviceable while adjacent construction activity occurs.
- E. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1. Contractor is responsible to secure project area/site from intrusions during unoccupied (after hours) period of time. Any temporary doors and /or window coverings that may be necessary to complete repairs are the Contractors responsibility to furnish and install as part of the project scope.

#### 1.4 OWNER OCCUPANCY

- A. Full Owner Occupancy: The Owner will occupy the site and existing and adjacent buildings during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage, rescheduling the work as required. Perform the Work so as not to interfere with the Owner's operations.
  1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. 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 Architect and Owner not less than two days in advance of proposed utility interruptions.
  2. Obtain Architect's and Owner's written permission before proceeding with utility interruptions.
- C. 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 Architect and Owner not less than two days in advance of proposed disruptive operations.
  2. Obtain Architect's and Owner's written permission before proceeding with disruptive operations.
- D. Coordinate scheduling with the Owner in order to relocate or protect the building occupants and to protect the building contents from damage during construction operations.

#### 1.5 SPECIAL REQUIREMENTS

- A. Under no circumstances shall the students or occupants of the West Side Middle School building be subjected to fumes or other deleterious effects of the operation on days that school is in session. Should material delivery, demolition or construction operations, inclement weather or related schedule conditions produce this situation (as determined by the Owner), the Contractor shall be required to suspend operations (at no cost to the Owner), that produce the offending effects until such time as the building is not occupied, or as approved by the Owner.
  1. Meaningful Instruction: Meaningful instruction (as determined by the Owner) must be facilitated and possible within the West Side Middle School building at all

times. This requirement may limit the Contractor's demolition and construction operations as the distraction represented by hammering, material movement, etc. may disrupt classes. No down time or mobilization charges will be permitted should the meaningful instruction requirement suspend the Contractor's operations for any length of time.

- B. Preconstruction Meeting: Prior to any work on site, the Contractor(s) must convene, attend and document a preconstruction meeting with the Architect, General Contractor's staff and School personnel to determine the delivery and installation coordination requirements and the expectations for the execution and completion of the project. The meeting must produce a comprehensive, cooperatively produced schedule for the contractor's operations during the course of the work.

#### 1.6 PRECONSTRUCTION CONFERENCE

- A. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. 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. Sustainable design requirements.
    - m. Preparation of record documents.
    - n. Use of the premises and existing building.
    - o. Work restrictions.
    - p. Working hours.
    - q. Owner's occupancy requirements.
    - r. Responsibility for temporary facilities and controls.
    - s. Procedures for moisture and mold control.
    - t. Procedures for disruptions and shutdowns.
    - u. Construction waste management and recycling.
    - v. Parking availability.
    - w. Office, work, and storage areas.
    - x. Equipment deliveries and priorities.
    - y. First aid.
    - z. Security.

## SUMMARY OF WORK

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- aa. Progress cleaning.
- 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

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 governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Unit-cost allowances.
  - 3. Quantity allowances.
  - 4. Contingency allowances.
  - 5. Testing and inspecting allowances.
- C. Related Requirements:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices.
  - 2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

## ALLOWANCES

- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

### 1.9 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

### 1.10 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Quantity Allowance: Add/Deduct 3,800 s.f. of removal of deteriorated steel deck including disposal off-site, and replacement with satisfactory steel deck to match existing in gage, profile, and finish, as specified in Section 053100 "Steel Decking."
  - 1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."

END OF SECTION 012100

SECTION 012200 - UNIT PRICES

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 unit prices.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

1. Steel roof deck, to match existing roof deck to be removed  
(including deteriorated roof deck removal, credit and add) \$ \_\_\_\_\_/sf

END OF SECTION 012200

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: Modify 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. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract. No extensions of time shall be granted for accepted alternates.
- D. 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. **ADD/DEDUCT ALTERNATE NO. 1: EPDM Roofing Assembly:** Add/Deduct to the Base Bid the labor, materials and equipment to provide EPDM roofing assembly, as indicated in the Specifications and the Drawings. The Work includes the provision of all related components of the system.
- B. **ADD/DEDUCT ALTERNATE NO. 2: Steel Roof Deck Replacement:** Add/Deduct to the Base Bid the labor, materials and equipment to provide steel roof deck, as indicated in the Specifications and the Drawings. The Work includes the provision of all related components of the system.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION 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 substitutions.
- B. Related Sections:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 2. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three (3) copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use **CSI Form 13.1A**.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size,

## SUBSTITUTION PROCEDURES

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- durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

### 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

### 1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Substitution request is fully documented and properly submitted.
  - c. Requested substitution will not adversely affect Contractor's construction schedule.
  - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - e. Requested substitution is compatible with other portions of the Work.
  - f. Requested substitution has been coordinated with other portions of the Work.
  - g. Requested substitution provides specified warranty.
  - h. If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  - b. Requested substitution does not require extensive revisions to the Contract Documents.
  - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - d. Substitution request is fully documented and properly submitted.
  - e. Requested substitution will not adversely affect Contractor's construction schedule.
  - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - g. Requested substitution is compatible with other portions of the Work.
  - h. Requested substitution has been coordinated with other portions of the Work.

## SUBSTITUTION PROCEDURES

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- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

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. Section 016000 "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 City of Waterbury documents.

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 time specified in Proposal Request or twenty (20) days, when not otherwise specified, 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.

## CONTRACT MODIFICATION PROCEDURES

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- 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 the 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 Section 012500 "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.

### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive. 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. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
  - 3. Section 013300 "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 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 (7) days before the date scheduled for submittal of initial Applications for Payment.
- 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 (1) 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.



## PAYMENT PROCEDURES

2. Arrange schedule of values consistent with format of City of Waterbury documents.
3. 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 (5%) of Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. 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.
6. 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.
7. 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.
8. 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.

### 1.4 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 City of Waterbury documents.
- 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 (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within twenty-four (24) hours. One (1) 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. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. 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. Contractor's construction schedule (preliminary if not final).
  4. Products list (preliminary if not final).
  5. Schedule of unit prices.
  6. Submittal schedule (preliminary if not final).

## PAYMENT PROCEDURES

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7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing one hundred percent (100%) 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.
- J. 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. Updated final statement, accounting for final changes to the Contract Sum.
  4. Evidence that claims have been settled.
  5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  6. Final liquidated damages settlement statement.

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 Web site.
6. Project meetings.

- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

- C. Related Sections:

1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 017700 "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 (1) 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.

## PROJECT MANAGEMENT AND COORDINATION

- 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. Pre-installation 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. Coordinate the addition of trade-specific information to the coordination drawings by multiple Contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.

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## PROJECT MANAGEMENT AND COORDINATION

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- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
- f. Indicate required installation sequences.
- g. Indicate dimensions shown on 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. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
- 2. 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.
- 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
- 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
- 5. 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.
- 6. 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.
- 7. Electrical Work: Show the following:
  - a. Runs of vertical and horizontal conduit 1¼ 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.
- 8. Fire Protection System: Show the following:
  - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

## PROJECT MANAGEMENT AND COORDINATION

9. 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.
10. Coordination Drawing Prints: Prepare coordination drawing prints in accordance with requirements of Section 013300 "Submittal Procedures."

### 1.6 KEY PERSONNEL

- A. Key Personnel Names: Within fifteen (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.

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## PROJECT MANAGEMENT AND COORDINATION

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- a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: City of Waterbury form.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) 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 Section 012600 "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 ten (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 seven (7) 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.

### 1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

## PROJECT MANAGEMENT AND COORDINATION

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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 (3) 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 fifteen (15) days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Construction Administrator, 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. Sustainable design requirements.
    - m. Preparation of record documents.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for moisture and mold control.
    - s. Procedures for disruptions and shutdowns.
    - t. Construction waste management and recycling.
    - u. Parking availability.
    - v. Office, work, and storage areas.
    - w. Equipment deliveries and priorities.
    - x. First aid.
    - y. Security.
    - z. Progress cleaning.
  4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

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## PROJECT MANAGEMENT AND COORDINATION

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- 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. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility problems.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written recommendations.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.
    - v. Coordination with other work.
    - w. Required performance results.
    - x. Protection of adjacent work.
    - y. 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 thirty (30) days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.

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## PROJECT MANAGEMENT AND COORDINATION

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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 sustainable design documentation.
    - e. Requirements for preparing operations and maintenance data.
    - f. Requirements for demonstration and training.
    - g. Preparation of Contractor's punch list.
    - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - i. Submittal procedures.
    - j. Installation of Owner's furniture, fixtures, and equipment.
    - k. 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 biweekly 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) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.

- 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Progress cleaning.
  - 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of proposal requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) 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.
- F. Coordination Meetings: Conduct Project coordination meetings at required intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.

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PROJECT MANAGEMENT AND COORDINATION

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- 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Change Orders.
2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

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 documenting the progress of construction during performance of the Work, including the following:
  - 1. Start-up construction schedule.
  - 2. Contractor's construction schedule.
  - 3. Daily construction reports.
  - 4. Material location reports.
  - 5. Field condition reports.
  - 6. Special reports.
- B. Related Sections:
  - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
  - 2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.

## CONSTRUCTION PROGRESS DOCUMENTATION

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1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

### 1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Start-up construction schedule.

1. Approval of cost-loaded start-up construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Start-up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

E. Daily Construction Reports: Submit at weekly intervals.

F. Material Location Reports: Submit at weekly intervals.

G. Field Condition Reports: Submit at time of discovery of differing conditions.

H. Special Reports: Submit at time of unusual event.

I. Qualification Data: For scheduling consultant.

### 1.5 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing, work stages and area separations.

4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

## 1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from entities involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than sixty (60) days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Startup and Testing Time: Include not less than fifteen (15) days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

## CONSTRUCTION PROGRESS DOCUMENTATION

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6. Punch List and Final Completion: Include not more than thirty (30) days for punch list and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  1. Phasing: Arrange list of activities on schedule by phase.
  2. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Uninterruptible services.
    - c. Use of premises restrictions.
    - d. Provisions for future construction.
    - e. Seasonal variations.
    - f. Environmental control.
  3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.
    - i. Tests and inspections.
    - j. Adjusting.
    - k. Curing.
    - l. Startup and placement into final use and operation.
  4. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Structural completion.
    - b. Permanent space enclosure.
    - c. Completion of mechanical installation.
    - d. Completion of electrical installation.
    - e. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
  1. Refer to Section 012900 "Payment Procedures" for cost reporting and payment procedures.

- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered RFIs.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
- G. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
1. Utilize Microsoft Project, for Windows XP operating system.

## 2.2 START-UP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven (7) days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first ninety (90) days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

## 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within thirty (30) days of date established for the Notice to Proceed. Base schedule on the start-up construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in ten percent (10%) increments within time bar.

## 2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.

## CONSTRUCTION PROGRESS DOCUMENTATION

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5. Material deliveries.
  6. High and low temperatures and general weather conditions, including presence of rain or snow.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events (refer to special reports).
  10. Stoppages, delays, shortages, and losses.
  11. Meter readings and similar recordings.
  12. Emergency procedures.
  13. Orders and requests of authorities having jurisdiction.
  14. Change Orders received and implemented.
  15. Construction Change Directives received and implemented.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. Partial completions and occupancies.
  19. Substantial Completions authorized.
- B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### 2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one (1) week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

## CONSTRUCTION PROGRESS DOCUMENTATION

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2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Construction Administrator, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200



SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

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. Periodic construction photographs.
- B. Related Sections:
  - 1. Section 013300 "Submittal Procedures" for submitting photographic documentation.
  - 2. Section 017700 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of eight (8) megapixels, and at an image resolution of not less than 1600 by 1200 pixels and 400 dpi.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in file name for each image.
  - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.

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## PHOTOGRAPHIC DOCUMENTATION

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- C. Periodic Construction Photographs: Take eighteen to twenty (18-20) photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- D. Additional Photographs: Architect may request photographs in addition to periodic photographs specified.
  - 1. In emergency situations, take additional photographs within twenty-four (24) hours of request.
  - 2. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Immediate follow-up when on-site events result in construction damage or losses.
    - b. Substantial Completion of a major phase or component of the Work.

END OF SECTION 013233

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. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

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

## SUBMITTAL PROCEDURES

corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first sixty (60) days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal Category: Action, informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Architect's final release or approval.
  - g. Scheduled dates for purchasing.
  - h. Scheduled dates for installation.

### 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 unless requested and Architect's user agreement properly completed.
- 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 reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the

## SUBMITTAL PROCEDURES

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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 ten (10) 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. Resubmittal Review: Allow ten (10) days for review of each resubmittal.
  3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow fifteen (15) 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. Provide a space on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Name of subcontractor.
    - f. Name of supplier.
    - g. Name of manufacturer.
    - h. 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).
    - 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. Other necessary identification.
- 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).

## SUBMITTAL PROCEDURES

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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.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review 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. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Indication of full or partial submittal.
    - j. Drawing number and detail references, as appropriate.
    - k. Transmittal number, numbered consecutively.
    - l. Submittal and transmittal distribution record.

- m. Remarks.
- n. 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. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one (1) copy of file as an electronic Project record document file.
  - 2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
  - 3. 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.

## SUBMITTAL PROCEDURES

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4. Test and Inspection Reports Submittals: Comply with requirements specified in Section 014000 "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.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
- 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.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8½ by 11 inches but no larger than 30 by 42 inches.
- 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.

## SUBMITTAL PROCEDURES

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1. Transmit Samples that contain multiple, related components such as accessories together in one (1) 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 that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Section 012900 "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.
- J. Coordination Drawings: Comply with requirements specified in Section 013100 "Project Management and Coordination."

## SUBMITTAL PROCEDURES

- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. 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.
- R. 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.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- T. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

- V. 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.
- W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Maintenance Data: Comply with requirements specified in Section 017823 "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 Section 017700 "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.

- C. Related Sections:

- 1. Section 013200 "Construction Progress Documentation" for developing a schedule of required tests and inspections.
- 2. Divisions 02 through 49 Sections for specific test and inspection requirements.

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. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified

installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size, physical assemblies constructed at testing facility to verify performance characteristics.
  2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on the project site, consisting of multiple products, assemblies and subassemblies.
  3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- D. 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.
- E. 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.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. 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.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five (5) 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 (2) 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 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 (2) dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
  - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
- D. 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.
- E. 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 ten (10) days of Notice to Proceed, and not less than five (5) 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.

## QUALITY REQUIREMENTS

- 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.
- 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."
  - 3. Owner-performed tests and inspections indicated in the Contract Documents.
- 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.

## QUALITY REQUIREMENTS

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- 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. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. 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.
- H. 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.
- I. 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.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  2. Notify Architect seven (7) days in advance of dates and times when mockups will be constructed.
  3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
  4. Demonstrate the proposed range of aesthetic effects and workmanship.
  5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven (7) days for initial review and each re-review of each mockup.
  6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  7. Demolish and remove mockups when directed, unless otherwise indicated.
- K. Integrated Exterior Mockups: Construct integrated exterior mockup in accordance with approved Shop Drawings. Coordinate installation of exterior envelope materials and products

for which mockups are required in individual specification sections, along with supporting materials.

#### 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. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  - 3. 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, and the Contract Sum will be adjusted by Change Order.
- 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 twenty-four (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 Section 013300 "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.

## QUALITY REQUIREMENTS

- 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 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: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. 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 Section 017300 "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.

## 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": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- 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.

END OF SECTION 014000

## REFERENCES

- 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 in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
ACI	American Concrete Institute www.concrete.org	(248) 848-3700
AGA	American Gas Association www.aga.org	(202) 824-7000
AHA	American Hardboard Association (Now part of CPA)	
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150

## REFERENCES

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ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air- Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991

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## REFERENCES

CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850

REFERENCES

FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613

## REFERENCES

NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400

## REFERENCES

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NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NWWDA	National Wood Window and Door Association (Now WDMA)	
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.redwoodinspection.com	(888) 225-7339 (415) 382-0662
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265

## REFERENCES

TCA	Tile Council of America, Inc. (Now TCNA)	
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

UBC                      Uniform Building Code  
(See ICC)

- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
SD	State Department www.state.gov	(202) 647-4000
USDA	Department of Agriculture www.usda.gov	(202) 720-2791

- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA)	(800) 872-2253
	Architectural Barriers Act (ABA)	(202) 272-0080
	Accessibility Guidelines for Buildings and Facilities	

## REFERENCES

	Available from U.S. Access Board <a href="http://www.access-board.gov">www.access-board.gov</a>	
CFR	Code of Federal Regulations Available from Government Printing Office <a href="http://www.gpoaccess.gov/cfr/index.html">www.gpoaccess.gov/cfr/index.html</a>	(866) 512-1800 (202) 512-1800
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	(215) 697-2664
	Available from Defense Standardization Program <a href="http://www.dps.dla.mil">www.dps.dla.mil</a>	
	Available from General Services Administration <a href="http://www.gsa.gov">www.gsa.gov</a>	(202) 619-8925
	Available from National Institute of Building Sciences <a href="http://www.wbdg.org/ccb">www.wbdg.org/ccb</a>	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	(215) 697-2664
UFAS	Uniform Federal Accessibility Standards Available from Access Board <a href="http://www.access-board.gov">www.access-board.gov</a>	(800) 872-2253 (202) 272-0080

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 014333.75 ROOFING MANUFACTURER'S FIELD SERVICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 07 Specification Sections apply to this Section.

1.2 SUMMARY

- A. Section includes Manufacturer's field services for roofing assemblies.
- B. Related Sections:
  - 1. Section 075500 – Modified Bituminous Membrane Roofing.

1.3 REFERENCES

- A. International building Code (current edition) or local authority building code.
- B. American Society of Civil Engineers (ASCE): ASCE 7, Minimum Design Loads for Buildings and Other Structures.
- C. Factory Mutual Global (FMG): Roof Assembly Classifications.
- D. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- E. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI): ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal.

1.4 SUBMITTALS FOR REVIEW

- A. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.
- B. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.
- C. Roofing System Manufacturer's Evaluation: Provide a comprehensive written assessment comparing available roofing solutions with validation of why the roofing system selection for the specific project is suitable and appropriate.
- D. Roofing System Manufacturer's Report Form: Provide a copy of the report form utilized by the roofing system manufacturer for progress inspections to monitor installation and quality.
- E. Online Reporting Capabilities: Provide a sample of the roofing system manufacturer's online roof inspection report as well as information about how long inspection reports are available to owner.

1.5 SUBMITTALS FOR INFORMATION

- A. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.
- B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual Global, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- C. Manufacturer's Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- D. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.
- E. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.
- F. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article of this specification.
- G. Qualification data for firms and individuals identified in Quality Assurance Article below.
- H. Test Reports: Submit ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal Products.
- I. Substitutions: Products proposed as equal to the products specified for this project shall meet all of the requirements in the appropriate Division 7 specifications and shall be submitted for consideration at least 7 days prior to the date that bids must be submitted.
  - 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification Section. That specification Section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
  - 2. Manufacturer's checklist will be accompanied with any substitution to verify equal performance characteristics to those specified in Division 7 specification.
  - 3. The Owner's decision regarding substitutions will be considered final.

1.6 CONTRACT CLOSEOUT SUBMITTALS

- A. Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- B. Roofing Maintenance Instructions: Provide a roof care and maintenance manual of manufacturer's recommendations for maintenance of installed roofing systems.

- C. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.
- A. Inspection Logs: Copy of inspection reports as performed by the manufacturer shall be submitted at project closeout and include photographic documentation of installation progress, weather conditions, and personnel on the project at the time of every inspection.

#### 1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with not less than 12 years documented experience and have ISO 9001 certification.
- B. Installer Qualifications: Company specializing in specified roofing installation with not less than 5 years' experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.
- C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Maintain proper supervision of workmen.
- D. Maintain a copy of the roof plans, details, and specifications in the possession of the Supervisor/Foreman and on the roof at all times.
- E. Source Limitations: Obtain all primary components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.
  - 1. The manufacturer providing the roofing system warranty must verify that they manufacture a minimum of 75% of the products utilized in the roofing system of this project. Products that are private labeled shall not be considered as manufactured by the roofing system supplier.
  - 2. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.
- F. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001.

#### 1.8 PRE-INSTALLATION CONFERENCE

- A. Pre-Installation Roofing Conference: Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installer of each component of associated work: installers of deck or substrate construction to receive roofing work: installers of rooftop units and other work in and around roofing that must precede or follow roofing work (including mechanical work if any): architect and/or engineer: owner: roofing system manufacturer's full time employee: and other representatives directly concerned with performance of the Work, including (where applicable) owner's insurers, testing agencies and governing authorities. Objectives of conference include:

## ROOFING MANUFACTURER'S FIELD SERVICES

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1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
  2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
  3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
  4. Review roofing system requirements (drawings, specifications and other contract documents).
  5. Review required submittals both completed and yet to be completed.
  6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
  7. Review required inspection, testing, certifying and material usage accounting procedures.
  8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not a mandatory requirement).
  9. Record discussion of conference including decisions and agreements (or disagreements) reached and furnish a copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
- C. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.
- D. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved to the satisfaction of the owner and [architect and/or engineer] of record. This shall not be construed as interference with the progress of Work on the part of the owner or Architect or Engineer of Record.

### 1.9 MANUFACTURER'S INSPECTIONS

- A. When the Project is in progress, a full-time employee of the roofing system manufacturer must provide the following:
1. Report progress and quality of the work as observed. Progress reports must be published to an online system as referenced in Section 1.4.
  2. Provide periodic, 5 days per week roofing installation inspections: Inspections must include; photographic documentation of work in-progress and written statements of compliance with details/shop drawings.
  3. Report to the owner, architect and/or engineer in writing any failure or refusal of the contractor to correct unacceptable practices called to the contractor's attention.
  4. Confirm after project completion that the manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

### 1.10 WARRANTY

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## ROOFING MANUFACTURER'S FIELD SERVICES

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- A. Upon completion of installation, and acceptance by the owner and architect and/or engineer, the manufacturer will supply to the owner the specified warranty.
- B. Installer will submit a five (5) year workmanship warranty to the membrane manufacturer with a copy directly to the owner.
- C. The roofing system manufacturer must have been in continuous business operation for a period of time at least as long as the length of the roof system warranty provided for this project.

### 1.11 DESIGN AND PERFORMANCE CRITERIA

- A. Uniform Wind Uplift Load Capacity (required for each roof section)
  - 1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
    - Attachment shall be installed exactly as given in Part 3.
    - a. Design Code: ASCE 7-05, Method 2 for Components and Cladding.
    - b. Category III Building with an Importance Factor of 1.15
    - c. Wind Speed: 100 mph
    - d. Ultimate Pullout Value: 456 pounds per each of the fastener
    - e. Exposure Category: C
    - f. Design Roof Height: 50 feet.
    - g. Minimum Building Width: 30 feet.
    - h. Roof Pitch: 1/4" inches per foot.
    - i. Topographic Factor: 1
      - 1) Roof Area Design Uplift Pressure:
      - 2) Zone 1 – Field of roof 32.3 psf
      - 3) Zone 2 – Eaves, ridges, hips and rakes 54.2 psf
      - 4) Zone 3 – Corners 81.6 psf
- B. Snow Load: 30 psf.
- C. Live Load: 20 psf, or not to exceed original building design.

## PART 2 – PRODUCTS (NOT USED)

## PART 3 – EXECUTION

### 3.1 EXECUTION, GENERAL

- A. Comply with requirements of related Division 07 Section.

### 3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
- B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.

### 3.3 FIELD QUALITY CONTROL

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## ROOFING MANUFACTURER'S FIELD SERVICES

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- A. Roofing Manufacturer Representative shall perform field inspection as specified in Article titled: MANUFACTURER'S INSPECTIONS above. Inspections must include photographic documentation of installation progress, weather conditions, and personnel on the project at the time of inspection.
- B. Correct defects or irregularities discovered during field inspection. Issues deemed defective must be re-inspected and determined suitable by the roofing manufacturer.
- C. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system. A copy of the specification shall also be on site at all times.
- D. Frequent progress meetings shall be conducted during the performance of roof system installation and must be attended by the owner, architect or engineer, roofing system manufacturer's full time employee, and other representatives directly concerned with performance of the work.

### 3.4 FINAL INSPECTION

- A. At the completion of the roofing installation and associated work, meet with contractor, architect or engineer, installer, installer of associated work, owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Notify the contractor, architect and/or engineer, owner upon completion of corrections.
- D. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the roofing contractor.
- E. If core cuts verify the presence of damp or wet materials, the roofing contractor shall be required to replace the damaged areas at his own expense.
- F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- G. Immediately correct roof leakage during construction. If the contractor does not respond within twenty four (24) hours, the owner may exercise right to correct the Work under the terms of the Conditions of the Contract.

END OF SECTION 014333.75

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. 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 work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air-filtration system discharge.
  - 4. Waste handling procedures.
  - 5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

## TEMPORARY FACILITIES AND CONTROLS

- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.
- B. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.
- C. 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: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Trade-Use Field Office: Of sufficient size to accommodate needs of trade office activities. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Drinking water and private toilet.
  - 3. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  - 4. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

#### 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. 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 INSTALLATION, GENERAL

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

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service.
  - 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. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. 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 according to 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.
- F. 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

## TEMPORARY FACILITIES AND CONTROLS

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.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  1. Install electric power service overhead, unless otherwise indicated.
- H. 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.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Provide temporary parking areas for construction personnel.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- E. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

## TEMPORARY FACILITIES AND CONTROLS

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- B. 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.
- C. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- D. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- F. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- G. Covered Walkway: Erect protective, covered walkway (egress protection) for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.
  - 1. Construct covered walkways using scaffold or shoring framing.
  - 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
  - 3. Paint and maintain appearance of walkway for duration of the Work.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- I. 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-treated plywood on construction operations side.
  - 2. Insulate partitions to control noise transmission to occupied areas.
  - 3. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  - 4. Protect air-handling equipment.
  - 5. Provide walk-off mats at each entrance through temporary partition.

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## TEMPORARY FACILITIES AND CONTROLS

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### 3.5 OPERATION, TERMINATION, AND REMOVAL

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

END OF SECTION 015000

SECTION 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. Section 012500 "Substitution Procedures" for requests for substitutions.
  - 2. Section 014200 "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.

## PRODUCT REQUIREMENTS

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 (1) week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
  - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
  - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two (2) or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

### 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.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

#### 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. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. 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 Section 017700 "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.

## PRODUCT REQUIREMENTS

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. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one (1) of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
  - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one (1) of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one (1) of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
  - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one (1) 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.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one (1) of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one (1) of the other named manufacturers.

### C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

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. Section 013300 "Submittal Procedures" for submitting surveys.
  - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
  - 3. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

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 INFORMATIONAL SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.5 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.
  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
  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. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## 1.6 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.
- 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. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  5. 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 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. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. 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 Section 013100 "Project Management and Coordination."

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### 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 in occupied spaces and 90 inches 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.
- E. Existing Utility Services: Where existing services are required to be removed, relocated, or abandoned, bypass such systems before cutting to minimize 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 (7) days during normal weather or three (3) 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 Section 015000 "Temporary Facilities and Controls."
- 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. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "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.

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- 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 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.
- B. Related Sections:
  - 1. Section 017300 "Execution" for progress cleaning of Project site.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 4. Section 017900 "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.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  2. 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.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report and warranty.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  6. Secure and provide both temporary and final Certificate of Occupancy from the Building Official, meeting all local and state permit closeout requirements.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

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. Use **CSI Form 14.1A**.
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 Architect.
    - d. Name of Contractor.
    - e. Page number.
  4. Submit list of incomplete items in the following format:
    - a. PDF electronic file. Architect will return annotated file.

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 fifteen (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 8½-by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  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.

PART 3 - EXECUTION (Not Used)

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. Section 013300 "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. Three (3) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two (2) copies.

- C. Initial Manual Submittal: Submit draft copy of each manual at least thirty (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 fifteen (15) 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 within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.

## 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.

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2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Architect.
  7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  8. Cross-reference to related systems in other operation and maintenance manuals.
- 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 (1) 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 (1) 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 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 (2) 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. 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 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. Performance and design criteria if Contractor is delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:

## OPERATION AND MAINTENANCE DATA

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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.

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## OPERATION AND MAINTENANCE DATA

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. 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.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. 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.
- D. 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 (1) 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.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and

## OPERATION AND MAINTENANCE DATA

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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 Section 017839 "Project Record Documents."
- F. Comply with Section 017700 "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.
  - 4. Miscellaneous record submittals.
- B. Related Sections:
  - 1. Section 017300 "Execution" for final property survey.
  - 2. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 4. 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 one (1) set(s) of marked-up record prints.
- B. Record Specifications: Submit one (1) paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one (1) 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.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one (1) 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. 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 (1) 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,

PROJECT RECORD DOCUMENTS

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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 028215 – ASBESTOS ROOFING ABATEMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Facility Support Services, LLC (FSS's) "Asbestos/PCB Inspection & Bulk Sampling of Roofing Materials" (January 2016); and "Asbestos/PCB Inspection & Bulk Sampling of Roofing Materials" (July 2016).

#### 1.2 CONSULTANT

- A. The Owner and the Architect shall retain a Consultant for the purposes of project management and monitoring during Asbestos Roofing Abatement. At the discretion of the Owner and the Architect, the Consultant will represent the Owner in all abatement project phases. The Asbestos Roofing Abatement Contractor (the "Contractor") will regard the Consultant's direction as authoritative and binding as provided herein.
- B. The State of Connecticut licensed Asbestos Consultant – Project Designer for this project is Mr. Michael DiFabio (License # 000329).

#### 1.3 SCOPE OF WORK

- A. Work outlined in this Section includes all work necessary for the removal and disposal of asbestos-containing materials (ACM) impacted during the Roof Replacement (the "Work") at Westside Middle School, 483 Chase Parkway, Waterbury, Connecticut (the "Site"). This Work under this Contract includes the entire roof system. This shall include all necessary demolition to access the ACM for the purpose of abatement.

#### 1.4 USE OF THE CONTRACT DOCUMENTS

- A. It shall be incumbent upon the Contractor to visit the Site to determine existing conditions and requirements to accomplish the Work intended by the Contract Documents. No increase in the Contract Sum will be permitted as a result of the Contractor's failure to visit the building located at the Site and understand the existing conditions.
- B. All work shall comply with the Contract Documents as well as State and Federal codes, laws, regulations, and ordinances, wherever applicable. The most stringent of all the foregoing shall govern.
- C. It is not intended that these Specifications show every detail of the Work, but the Contractor shall be required to furnish within the Contract Sum all materials and labor necessary for the completion of the Work in accordance with the intent of these Specifications.
- D. In case of ambiguity among the Contract Documents, the more stringent requirement as determined by the Consultant shall prevail.
- E. The Work of this Contract includes making modifications as necessary, subject to approval by the Owner in consultation with the Consultant, to correct any conflicts between Contract Documents.

- F. All items that are not specifically mentioned in these Specifications, but are implied by trade practices to complete the Work, shall be included.

## 1.5 SITE EXAMINATION

- A. It is understood that the Contractor has examined the Site and made their own estimates of the Site facilities and difficulties attending the execution of the Work, and has based their bid price thereon.
- B. Except for unforeseeable concealed conditions as determined by the Consultant, the Contractor shall make no claim for additional costs due to the existing Site conditions.

## 1.6 CONTRACTOR QUALIFICATIONS

- A. All bidders shall submit a record of prior experience in asbestos abatement projects, listing no less than three completed projects in the past year, with all projects of similar size and scope. The Contractor shall list the experience and training of the project supervisor and all on-site personnel. The information to be included is as follows:
  - 1. Project Name and Address
  - 2. Owner's Name and Address
  - 3. Architect/Consultant
  - 4. Contract Amount
  - 5. Date of Completion
  - 6. Extras and Changes
- B. If the materials to be removed become a regulated asbestos-containing material (RACM) during abatement, the selected Contractor must appear on the approved list of Asbestos Abatement Contractors on file at the State of Connecticut Department of Public Health (CTDPH) and hold a valid State of Connecticut Asbestos Abatement Contractor license.
- C. Submit a written statement regarding whether the Contractor has ever received a federal, state or local non-compliance citation with the asbestos and/or lead regulations pertaining to worker protection, removal, transport, or waste disposal.

## 1.7 CONSTRUCTION PROGRESS SCHEDULE

- A. To assure adequate planning and execution of the Work and to assist the Consultant in reviewing the justification for the Contractor's applications for payment, the Contractor shall prepare and maintain a detailed Progress Schedule.
- B. The schedule of work for this Contract shall include the notification requirements to regulatory agencies for the work, if exterior materials will become friable during proposed removal operations. It shall be incumbent upon the Contractor performing the asbestos abatement to determine if proposed removal methods shall render the asbestos-containing exterior roofing materials friable or not.
- C. The Contractor shall supervise and direct all work of theirs and other trades using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract.

- D. Due to the nature of this construction work, the Owner may adjust the work scheduling or phasing under this Contract. As long as the scope of work is not altered, adjustments to the project phasing shall have no effect on the contract price.
- E. The Contractor and any subcontractors shall attend a pre-construction meeting. The assigned Supervisor must attend this meeting.

#### 1.8 TESTING LABORATORY SERVICES

- A. The Contractor shall submit to the Consultant the name; address and qualifications of proposed laboratories intended to be utilized for sample analysis as is required by this Section.

#### 1.9 ADDITIONAL GENERAL REQUIREMENTS

- A. The Contractor shall employ a competent Supervisor with at least three years of experience on projects of similar scope and magnitude, who shall be responsible for all work involving asbestos abatement, as described in the specifications and defined in applicable regulations, and have full-time daily supervision of the same. The Supervisor shall be the competent person as defined by Occupational Safety and Health Administration (OSHA) regulations.
- B. Should the ACM become friable during removal, the Contractor shall employ a competent Asbestos Abatement Supervisor with at least three years of experience on projects of similar scope and magnitude, who shall be responsible for all work involving asbestos abatement as described in the specifications, and defined in applicable regulations, and have full-time daily supervision of the same.
- C. The Contractor shall allow the Work of this Contract to be inspected, if requested or required by local, state, federal, and any other authorities having jurisdiction over such work. The Contractor shall immediately notify the Owner, the Architect, and the Consultant and shall maintain written evidence of such inspection for review by the Owner, the Architect, and the Consultant.
- D. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance, as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work requirements mandated by federal, state, and local agencies as a result of regulatory non-compliance or negligence.
- E. The Contractor shall immediately notify the Owner and Consultant of the delivery of all permits, licenses, certificates of inspection, of approval, or occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of who issued, and shall cause them to be displayed to the Owner and Consultant for verification and recording.

#### 1.10 PROJECT DESCRIPTION

- A. The base bid includes the removal and disposal of all ACM as identified herein, and on the Architect's drawings, conducted by workers meeting the requirements of OSHA Title 29 CFR, Part 1926.1101 for Class 2 work. The base bid will include all costs associated with the removal, packaging, transporting, and disposing asbestos-containing roofing materials from Westside Middle School.

B. The quantities listed herein are estimates only, and should be verified on-site by the Contractor.

C. This bid includes the following ACM:

BASE BID - ASBESTOS		
LOCATION	MATERIAL TYPE	ESTIMATED QUANTITY
Exterior Roof	Roofing Materials	TBD

D. Some of the Work will be performed in multiple mobilizations, at different periods of time, in conjunction with other trades (i.e., other trades work, demolition work, etc.).

E. Safety Data Sheets (SDS) for chemicals to be used during the project must be submitted to the Consultant prior to site delivery.

F. Encapsulants applied to any surface that will receive a new finish that requires an adhesive must be compatible with the application of the new finish.

G. The Contractor shall be responsible for providing temporary water, power, and heat as needed at the Site. Temporary lighting within the work areas must be connected to Ground Fault Circuit Interrupter (GFCI) power panels, installed by a State of Connecticut-licensed electrician, and located outside of the work areas.

H. If work practices result in ACM breaching the roof deck, and entering the building during abatement, the Contractor shall be responsible for providing preparation of negative pressure enclosures (NPE), cleaning, etc. at no additional cost to the Owner.

## 1.11 DEFINITIONS

A. The following definitions relative to asbestos abatement shall apply:

1. Abatement - Procedures to control fiber release from ACM; includes removal, encapsulation, and enclosure.
2. Air Monitoring - The process of measuring the total airborne fiber concentration of an area or exposure of a person.
3. Amended Water - Water to which a surfactant has been added.
4. Architect - Silver Petrucelli & Associates.
5. Asbestos - The name given to a number of naturally occurring fibrous silicates. This includes the serpentine forms and the amphiboles and includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite, or any of these forms, which have been chemically altered.
6. Asbestos Felt - A product made by saturating felted asbestos with asphalt or other suitable bindery, such as a synthetic elastomer.
7. Asbestos Fibers - Those particles with a length greater than five (5) microns ( $\mu$ ) and a length to diameter ratio of 3:1 or greater.
8. Asbestos Work Area - A regulated area as defined by OSHA Title 29 CFR, Part 1926.1101 where asbestos abatement operations are performed that is isolated by physical barriers to prevent the spread of asbestos dust, fibers, or debris. The regulated area shall comply with requirements of regulated area for demarcation, access, respirators, prohibited activities, competent persons and exposure assessments and monitoring.

9. Asphalt Shingles, Composition Shingles, or Strip Slates (Pitched Roof Shingle) - A roofing material manufactured by saturating a dry felt with asphalt then coating the saturated felt with a harder asphalt mixed with a fine mineral, glass fiber, asbestos or organic stabilizer. All or part of the weather side may be covered with mineral granules, or with powdered talc or mica.
10. Base Flashing (Roof) - The flashing provided by upturned edges of a water-tight membrane on a roof. May contain metal and associated waterproofing material or combination of roofing felts and waterproofing at the joint between a roofing surface and a vertical surface such as a wall or parapet.
11. Built-Up Roofing (Composition Roofing, Felt and Gravel Roofing, Gravel Roofing) - A continuous roof covering comprised of laminations or plies of saturated or coated roofing felts, alternated with layers of asphalt or coal-tar pitch and surfaced with gravel, paint or finish coat.
12. Category I Non-Friable Material – Asbestos-containing packings, gaskets, resilient floor coverings, and asphalt roofing products.
13. Category II Non-Friable Material – Any non-friable ACM not designated as Category I.
14. Caulking - Resilient mastic compound often having a silicone bituminous or rubber base; used to seal cracks, fill joints, and prevent leakage. Typical applications: around windows, and doors. Caulking is at joints between two dissimilar materials (i.e., masonry to wood, masonry to steel).
15. Clean Room - An uncontaminated area or room, which is a part of the worker decontamination system with provisions for storage of workers' street clothes and protective equipment.
16. Clearance Sampling - Final air sampling performed aggressively after the completion of the abatement project within a regulated area. Air samples collected by the air sampling professional having a total airborne fiber concentration of less than 0.010 fibers per cubic centimeter of air (fibers/cc) in each of five (5) air samples collected inside the NPE will indicate acceptable area re-occupancy by Phase Contrast Microscopy (PCM) or five air samples collected inside the NPE by the Consultant having an average asbestos concentration of less than 70 structures per square millimeter (< 70 s/mm<sup>2</sup>) of air will indicate area re-occupancy using Transmission Electron Microscopy (TEM).
17. Competent Person - As defined by OSHA Title 29 CFR, Part 1926.1101, a representative of the Abatement Contractor who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure. Person who has authority to take prompt corrective measures to eliminate such hazards during asbestos removal. Competent person shall be properly trained in accordance with EPA Model Accreditation Plan (MAP).
18. Consultant – Facility Support Services, LLC (or City of Waterbury Designee)
19. Curtained Doorway - A device to allow ingress and egress from one area to another while permitting minimal air movement between the areas. Two curtained doorways spaced a minimum of six feet apart can form an airlock.
20. Damproofing – The application of a water-impervious material to surface such as wall to prevent penetration of moisture, typically at foundation or below grade surface.
21. Decontamination System – A series of connected areas, with curtained doorways between any two adjacent areas, for worker and equipment decontamination. A decontamination system always contains at least one airlock and is adjacent and connected to the regulated area, where possible.
22. Encapsulant - A liquid material which can be applied to ACM that controls the possible release of asbestos fibers from the materials either by creating a membrane over the surface (bridging encapsulant), or penetrating the material and binding its components together (penetrating encapsulant).

23. Equipment Room - Any contaminated area or a room that is part of the worker decontamination system with provisions for storage of contaminated clothing and equipment.
24. Fixed Object - Unit of equipment or furniture in the work area that cannot be removed from the work area.
25. Friable Asbestos Materials - Any material that contains more than 1% asbestos by weight, that can be crumbled, pulverized or reduced to powder by hand pressure.
26. Glazing – Any compound used to hold window glass in place, also referred to as putty, or glazier’s putty. Is not field-applied, usually installed during manufacture of windows.
27. GFCI – Ground Fault Circuit Interrupter.
28. HEPA – High Efficiency Particulate Air.
29. HEPA Filter - Filter in compliance with ANSI Z9.2 1979.
30. HEPA Vacuum Equipment - Vacuum equipment equipped with a HEPA filter system for filtering the air effluent.
31. Movable Object - Unit of equipment or furniture in the work area that can be removed from the work area.
32. Negative Air Pressure Equipment - A portable local exhaust system equipped with HEPA filtration used to create negative pressure in a regulated area (negative with respect to adjacent unregulated areas) and capable of maintaining a constant, low velocity air flow into regulated areas from adjacent unregulated areas.
33. NESHAPs - National Emissions Standard for Hazardous Air Pollutants regulations enforced by the EPA.
34. Owner – City of Waterbury Public Schools
35. Penetration Roof Flashing - Flashing are used to waterproof pipes, supports, cables, and all roof protrusions.
36. Permissible Exposure Level (PEL) - The maximum airborne concentration of asbestos fibers to which an employee is allowed to be exposed. The level established by OSHA Title 29 CFR, Part 1926.1101 is 0.1 fibers/cc as an 8-hour time weighted average and 1.0 fibers /cc averaged over a sampling period of 30 minutes as an Excursion Limit. The Contractor shall be responsible for maintaining work areas in a manner that this standard is not exceeded.
37. Project Monitor - A professional capable of conducting air monitoring and analysis of schemes. This individual should be an industrial hygienist, an environmental scientist, or an engineer with experience in asbestos air monitoring and worker protection equipment and procedures. This individual should have demonstrated proficiency in conducting air sample collection in accordance with OSHA Title 29 CFR, Parts 1910.1001 and 1926.1101.
38. Regulated Asbestos-Containing Material (RACM) – Is a friable ACM, or a Category I non-friable ACM that has become friable or will be or has been subjected to sanding, grinding, cutting or abrading, or Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by force expected to act on the material during demolition or renovation operations.
39. Regulated Area - An area established by the employer to demarcate where Class I, II, and III asbestos abatement is conducted and any adjoining area where debris and waste from such asbestos work accumulate, and a work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility that they may exceed the PEL.
40. Shower Room - A room between the clean room and the equipment room in the work decontamination system with hot and cold running water and suitably arranged for employee showering during decontamination. The shower room is located in an airlock between the contaminated area and the clean area.

41. Waterproofing - Material, usually a membrane or applied compound (tar/mastic), used to make a surface impervious to water, includes concealed conditions (applications around doors, windows, and in wall cavities). Sometimes combined with felts.

## 1.12 SUBMITTALS

- A. The Contractor shall submit the following to the Consultant in one complete package prior to the pre-construction meeting, and no later than 10 business days prior to the anticipated start of the Work:
  1. Submit a schedule to the Architect and the Consultant that defines a timetable for executing and completing the project, including work area preparations, removal, cleanup, decontamination, and final clearance air monitoring (if applicable).
  2. Submit the current valid CTDPH Asbestos Abatement Contractor license (if materials become RACM during removal) and certificate of insurance.
  3. Submit the identity of the hauling contractor and location of the landfill to be used. Also, submit current valid operating permits and certificates of insurance for the transporter and landfill.
  4. Submit video documentation showing the conditions of the building prior to the start of work. The contractor will be held responsible for all damage to the building and its contents not shown on the video documentation.
  5. Submit the plans and construction details for the construction of the decontamination systems and the isolation of the work areas as may be necessary for compliance with this specification and applicable regulations.
  6. Submit the training, medical, and respirator fit test records of each employee who may be on the project site.
  7. Submit the qualifications of the air sampling professional that the Contractor proposed to use for this project to perform OSHA-required employee exposure monitoring.
  8. Submit detailed product information on all materials and equipment proposed for asbestos abatement work on this project.
  9. Submit pertinent information regarding the qualifications of the Project Supervisor (competent person) for this project as well as a list of past projects completed.
  10. Submit a chain-of-command for the project.
  11. Submit a site-specific Emergency Action Plan for the project.
  12. Submit a written site-specific Respiratory Protection Program for employees for the Work, including make, model and National Institute of Occupational Safety and Health (NIOSH) approval numbers of respirators to be used at the Site (if applicable).
  13. No work on the Site will be allowed to begin until the Architect and the Consultant as listed herein approve the Pre-Construction Submittals. Any delay caused by the Contractor's refusal or inability to submit this documentation in a timely manner does not constitute a cause for change order or a time extension;
- B. The following shall be submitted to the Consultant during the work:
  1. Personal air sampling results
  2. Training and medical records for new employees to start Site work (24-hours in advance)
- C. The following shall be submitted to the Consultant at the completion of work:
  1. Copies of all air sampling results
  2. Contractor logs
  3. Fully-completed Waste Shipment Records (WSR)

### 1.13 REGULATIONS AND STANDARDS

A. The Contractor shall be solely responsible for conducting this project and supervising all work in a manner that will be in conformance with all federal, state, and local regulations and guidelines pertaining to asbestos abatement. Specifically, the Contractor shall comply with the requirements of the following:

1. EPA National Emissions Standards for Hazardous Air Pollutants (NESHAPS) Regulations (Title 40 CFR, Part 61, Subpart M);
2. EPA Asbestos Hazard Emergency Response Act (AHERA) Regulations (Title 40 CFR, Part 763, Subpart E)
3. OSHA Asbestos Regulations (Title 29 CFR, Parts 1910.1001 and 1926.1101);
4. Connecticut Department of Energy and Environmental Protection (DEEP) Regulations (Section 22a 209 8(i) and Section 22a 220 of the Connecticut General Statutes);
5. CTDPH Asbestos Containing Materials in Schools (Sections 19a 333-1 to 19a 333-13);
6. CTDPH Standards for Asbestos Abatement (Sections 19a-332a- 1 to 19a-332a-16);
7. CTDPH Licensing and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consultant Services (Sections 20-440-1 to 20-440-9 and Section 20-441);
8. United States Department of Transportation (DOT) Hazardous Materials Regulations (Title 49 CFR, Parts 171 – 180)
9. 2003 International Building Code as adopted by the 2005 State of Connecticut Building Code including the 2009, 2011, and 2013 amendments;
10. Life Safety Code (National Fire Protection Association [NFPA]);
11. Local health and safety codes, ordinances or regulations pertaining to asbestos remediation and all national codes and standards including ASTM, ANSI, and Underwriter's Laboratories.

### 1.14 EXEMPTIONS

- A. Any deviations from these specifications require the prior written approval and authorization from the Owner, the Architect, and the Consultant.
- B. Any modifications from the standard work practices identified in the CTDPH Standards for Asbestos Abatement, Sections 19a-332a-1 to 19a-332a-16 must be requested in writing and approved in writing by the CTDPH.

### 1.15 FINAL RE-OCCUPANCY AIR CLEARANCE

- A. Not applicable for this exterior non-friable roof abatement project.

### 1.16 NOTIFICATIONS, POSTINGS, SUBMITTALS, AND PERMITS

A. The Contractor shall make the following written notifications, and provide the submittals to the following agencies prior to the commencement of abatement if the work is going to render the ACM friable. These notifications are required 10-calendar days prior to the start of the abatement project:

1. Connecticut Department of Energy and Environmental Protection  
Health Services and Solid Waste Management Unit  
79 Elm St.  
Hartford, CT 06106  
(Only if asbestos waste is disposed of in Connecticut)

2. Connecticut Department of Public Health  
410 Capital Avenue  
MS #51 AIR  
P.O. Box 340308  
Hartford, CT 06134

B. The minimum information included in the notification to these agencies includes:

1. Name and address of building Owner/Operator
2. Building location
3. Building size, age, and use
4. Asbestos quantity
5. Work schedule, including proposed start and completion date
6. Asbestos removal procedures to be used
7. Name and location of disposal site for generated asbestos waste, residue, and debris
8. If landfill opens in Connecticut to accept ACM waste, Consultant will notify DEEP prior to utilizing said landfill.

#### 1.17 WORK SITE SAFETY PLAN

A. The Contractor shall establish a set of emergency procedures and shall post them in a conspicuous place at the Site. The safety plan should include provisions for the following:

1. Evacuation of injured workers.
2. Emergency and fire exit routes from all work areas.
3. Emergency first aid treatment.
4. Local telephone numbers for emergency services including ambulance, fire, and police.
5. A method to notify occupants of the building in the event of a fire or other emergency requiring evacuation of the building.

B. The Contractor shall be responsible for properly training all workers in these procedures.

#### 1.18 INDEPENDENT AIR SAMPLING AND ASBESTOS ABATEMENT MONITORING

A. This Section describes independent air sampling work being performed on behalf of the Owner. This work is not in the Contract Sum. This Section describes air monitoring conducted by the Consultant to verify that the outside environment remains uncontaminated. (Personal air monitoring required by OSHA is work shall be performed by the Contractor and is within the Contract Sum.)

B. The purpose of the Consultant's air monitoring is to document engineering controls utilizing during asbestos abatement are functioning properly. Air monitoring will focus on possible:

1. Contamination of the building outside of the work area by airborne asbestos fibers
2. Contamination of air outside the building envelope by airborne asbestos fibers.

C. If either of the above be determined to have occurred based on Consultant's air monitoring, then the Contractor shall immediately cease all asbestos abatement activities until the fault is corrected. Do not resume work until authorized by the Owner's Consultant. To determine if the elevated airborne fiber concentrations encountered during abatement operations have been reduced to an acceptable level below 0.010 fibers per cubic centimeter (f/cc), the Consultant will collect and analyze air samples in accordance with re-occupancy clearance air sampling requirements.

- D. The Owner's Consultant may monitor total airborne fiber concentrations in the Work Area. The purpose of this air monitoring will be to detect total airborne fiber concentrations, which may challenge the ability of the work area isolation procedures to protect the balance of the building or the building exterior from possible contamination by airborne fibers.
- E. To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Consultant will collect and analyze air samples in accordance with clearance air sampling requirements.
- F. The Owner's Consultant may perform on-site monitoring throughout the course of the project, as follows:
1. All work procedures shall be continuously monitored by the Consultant to assure that areas outside the designated work locations in the building will not be contaminated.
  2. Prior to work on any given day, the Contractor's designated "Competent Person" shall discuss the day's work schedule with the Consultant to evaluate job tasks with respect to safety procedures and requirements specified to prevent building contamination or the employees. This includes a work area visual inspection and the building decontamination or the employees. This includes a work area visual inspection and the decontamination systems.

#### 1.19 CONTRACTOR'S AIR SAMPLING RESPONSIBILITY

- A. The Contractor shall independently retain an air sampling professional to monitor airborne asbestos concentrations in the workers' breathing zone and to establish conditions and work procedures for maintaining compliance with OSHA Regulations Title 29 CFR, Parts 1910.1001 and 1926.1101.
- B. The Contractor's air sampling professional shall document all air sampling results and provide a report to the Consultant within 48-hours after sample collection.
- C. All air sampling shall be conducted in accordance with methods described in OSHA Standards Title 29 CFR, Parts 1910.1001 and 1926.1101.

#### 1.20 PROPER WORKER PROTECTION

- A. This Section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards, except for respiratory protection.
- B. All workers are to be accredited as Abatement Workers as required by the EPA's AHERA regulation Title 40 CFR, Part 763 Appendix C to Subpart E, February 3, 1994.
- C. The Contractor must be licensed and accredited, as required by CTDPH, if removal work practices render the materials RACM.
- D. In accordance with OSHA Title 29 CFR, Part 1926, all workers shall receive a training course covering the dangers inherent in handling asbestos, the dangers of breathing asbestos dust, proper work procedures, and proper worker protective measures. This course must include, but is not limited to the following:
1. Methods of recognizing asbestos
  2. Health effects associated with asbestos
  3. Relationship between smoking and asbestos in producing lung cancer
  4. Nature of operations that could result in exposure to asbestos
  5. Importance of and instruction in the use of necessary protective controls, practices and

procedures to minimize exposure including:

- a. Engineering controls
- b. Work Practices
- c. Respirators
- d. Housekeeping procedures
- e. Hygiene facilities
- f. Protective clothing
- g. Decontamination procedures
- h. Emergency procedures
- i. Waste disposal procedures
6. Purpose, proper use, fitting, instructions, and limitations of respirators as required by OSHA Title 29 CFR, Part 1910.134
7. Appropriate work practices
8. Requirements of medical surveillance program
9. Review of Title 29 CFR, Part 1926
10. Pressure Differential Systems
11. Work practices including hands on or on job training
12. Personal decontamination procedures
13. Air monitoring (personal and area)

E. The Contractor shall provide medical examinations for all workers who may encounter a total airborne fiber concentration of 0.1 fibers/cc or greater for an 8-hour TWA. In the absence of specific airborne fiber data, provide medical examinations for all workers who will enter the work area for any reason. Examination shall, at a minimum, meet OSHA requirements as set forth in Title 29 CFR, Part 1926. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

F. Submit the following to the Consultant for review. The Contractor shall not start work until these submittals are returned with Consultant action stamp indicating that they are accepted.

1. Submit copies of certificates from an EPA-approved AHERA Abatement Worker course for each worker as evidence that each asbestos Abatement Worker is accredited as required by EPA AHERA Regulation Title 40 CFR, Part 763 Appendix C to Subpart E, February 3, 1994.
2. Submit evidence that the Contractor is certified to perform asbestos abatement work by the State of CTDPH.
3. Submit documents verifying that each worker has had a medical examination within the last 12 months, as part of compliance with OSHA medical surveillance requirements. Submit, at a minimum, for each worker the following:
  - a. Name and Social Security Number
  - b. Physician's Written Opinion including at a minimum the following:
    - 1) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
    - 2) Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
    - 3) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
4. Copy of information that was provided to physician in compliance with OSHA Title 29 CFR, Part 1926.

5. Statement that the worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.
  6. Submit copies of certificates for the site supervisor and the workers issued by CTDPH.
- G. Submit certification signed by an officer of the abatement-contracting firm and notarized that personal exposure measurements, medical surveillance, and worker training records are in conformance with OSHA Title 29 CFR, Part 1926.
- H. The Contractor shall maintain control of and shall be responsible for access to all work areas to ensure the following requirements:
1. Non-essential personnel are prohibited from entering the area
  2. All authorized personnel entering the work area shall read the "Worker Protection Procedures" which are posted at the entry points to the system, and shall be equipped with properly-fitted respirators and protective clothing
  3. All personnel who are exiting from the decontamination system shall be properly and thoroughly decontaminated.
  4. Asbestos waste that is removed from the work area must be properly containerized and labeled in accordance with these specifications. The exterior surface of the containers shall be decontaminated. Asbestos waste must be immediately transported off site or immediately placed in locked, posted temporary storage located on site, and removed within 24-hours of project completion. Coordinate location of storage containers with Owner.
  5. Any material, equipment, or supplies that are removed from the decontamination system shall be thoroughly cleaned and decontaminated by wet cleaning and/or HEPA vacuuming of all surfaces.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the Site. Material that becomes contaminated with asbestos shall be decontaminated or disposed as asbestos waste.
- C. Polyethylene (poly) in a roll size to minimize the frequency of joints shall be delivered to the Site with a factory label indicating 4 or 6-mil thickness.
- D. Poly disposable bags shall be 6-mil thickness with pertinent pre-printed label. Tie wraps for bags shall be plastic, five-inches long (minimum), pointed and looped to secure filled plastic bags.
- E. Tape or spray-adhesive will be capable of sealing joints in adjacent poly sheets and for attachment of poly to dissimilar finished or unfinished surfaces and capable of adhering under both dry and wet conditions, including amended water.
- F. Surfactant (wetting agent), shall consist of 50 percent polyoxyethylene ether and 50 percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one ounce surfactant to five-gallons of water or as directed by manufacturer.

- G. Removal encapsulant shall be non-flammable factory prepared penetrating chemical encapsulant deemed acceptable to Consultant. Usage shall be in accordance with manufacturer's printed technical data.
- H. The Contractor shall have available spray equipment capable of mixing wetting agent with water and capable of generating sufficient pressure and volume and having sufficient hose length to reach all areas with asbestos.
- I. Impermeable containers are to be used to receive and retain asbestos-containing or contaminated materials until disposal at an acceptable disposal site. The containers shall be labeled in accordance with OSHA Title 29 CFR, Part 1926.1101. Containers must be both air and watertight.
- J. OSHA-required asbestos labels, warning signs and/or warning tape shall be used.
- K. Encapsulant shall be bridging or penetrating type that has been deemed acceptable to the Consultant. Usage shall be in accordance with manufacturer's printed technical data.

## 2.2 TOOLS AND EQUIPMENT

- A. The Contractor shall provide all tools and equipment necessary for asbestos removal, encapsulation and enclosure.
- B. The Contractor's air monitoring professional shall have air-monitoring equipment of type and quantity to monitor operations and conduct personnel exposure surveillance per OSHA requirements.
- C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, poly sheeting of proper size and thickness, tape and air filters.
- D. The Contractor shall provide (as needed) temporary electrical power panels, electrical power cables, and electrical power sources (such as generators). Any electrical connection work affecting the building electrical power system shall be performed by a State of Connecticut-licensed electrician.
- E. The Contractor shall have available shower stalls and plumbing to support same to include sufficient hose length and drain system, or an acceptable alternate.
- F. Vacuum units, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining at least 99.97 percent of all monodispersed particles of 0.3 micrometers in diameter or larger.

## PART 3 - EXECUTION

### 3.1 PRE-CONSTRUCTION MEETING

- A. At least one week prior to the start of work a Pre-Construction Meeting will be scheduled and must be attended by the Contractor and any Sub Contractors. The assigned Contractor Site Supervisor must also attend this meeting.
- B. The Contractor shall present a detailed project schedule and project submittal package at the Pre-Construction Meeting. Variations, amendments, and corrections to the presented

schedule will be discussed, and the Owner and Consultant will inform the Contractor of any scheduling adjustments for this project.

- C. Following the Pre-Construction Meeting, the Contractor shall submit a revised schedule (if needed) no later than one week after the meeting.

### 3.2 WORK AREA PREPARATION

- A. Where necessary deactivate electrical power. Provide GFCI devices, temporary power, and temporary lighting installed in compliance with the applicable electrical codes. All installations are to be made by a State of Connecticut-licensed electrician.
- B. Deactivate and/or isolate heating, ventilating and air conditioning (HVAC) air systems or zones to prevent contamination and fiber dispersal within the structure. During the work, rooftop vents around the work area shall be completely sealed with duct tape and two layers of 6-mil thick poly.
- C. Completely seal all openings, including, but not limited to, roof level HVAC air intake sources, windows adjacent to removal (within ten feet) skylights, ducts, grills, diffusers, and any other penetration of the work areas, with poly a minimum of 6-mils thick, sealed with duct tape.

### 3.3 DECONTAMINATION SYSTEM

- A. The Contractor shall establish on-site, a remote decontamination enclosure consisting of equipment room, shower room, and clean room in series.
- B. Access between rooms in the decontamination system shall be through double flap-curtained openings. The clean room, shower and equipment rooms within the decontamination enclosure shall be completely sealed.
- C. Construct the decontamination system with plastic, wood, or metal framing and cover both sides with a double layer of 6-mil poly, sealed with spray glue or tape at the joints.
- D. The Contractor and the Consultant shall visually inspect barriers routinely to assure effective seal and the Contractor shall repair defects immediately.

### 3.4 ASBESTOS REMOVAL PROCEDURE - GENERAL

- A. Following a federal court of appeals decision, OSHA has issued a final rule on June 29, 1998, removing regulation of asbestos-containing asphalt roof cements, mastics and coatings from the OSHA standards for occupational exposure to asbestos in construction and shipyard work. However, friable materials (felts, papers, etc.) are still regulated by OSHA, federal (no visible emissions) and state entities.
- B. Exterior non-friable materials which are not RACM as defined by the EPA and CTDPH are not required to be removed by a CTDPH-licensed Asbestos Abatement Contractor in the State of Connecticut. This is true as long as the proposed methods of removal will not render the Category I non-friable roofing materials RACM during proposed roof removal operations.
- C. Supervisors and workers are not required to be certified in the State of Connecticut unless the Category I non-friable roofing materials become RACM. Workers must be properly trained in compliance with OSHA regulations.

- D. The Contractor shall have a designated "competent person" on the job at all times to ensure proper work practices throughout the project.
- E. The Contractor shall regulate the work area as required for compliance with OSHA regulation Title 29 CFR, Part 1926.1101 to prohibit non-trained workers from entering areas where ACM are to be removed.
- F. The Contractor shall establish worker decontamination unit remote from the work area.
- G. The Contractor shall spray asbestos materials with amended water using airless spray equipment or apply approved removal wetting agent to ensure no visible emissions during removal of Category I non-friable roofing materials.
- H. The adequately-wet asbestos must be removed in manageable sections. Material drop shall not exceed eight feet. For heights up to 15 feet above ground surface, provide inclined chutes or scaffolding to intercept drop. For heights exceeding 15 feet, the Contractor shall provide an enclosed dust-proof chute.
- I. After completion of stripping work, all surfaces from which ACM has been removed shall be wet cleaned or cleaned by an equivalent method to remove all visible suspect ACM (wire brushes are prohibited). During this work, the surfaces being cleaned shall be kept adequately wet, without causing a safety hazard.
- J. Remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris. Waste shall be containerized in labeled and signed 6-mil poly disposable bags. Tie wraps for bags shall be plastic, 5-inches long (minimum), pointed and looped to secure filled plastic bags.
- K. At any time during asbestos abatement should the Consultant suspect contamination of areas outside the work area(s), they shall issue a stop work order until the Contractor takes required steps to decontaminate these areas, and to eliminate the causes of such contamination. Unprotected individuals shall be prohibited from entering suspected contaminated areas until air sampling and visual inspections indicate acceptable decontamination.
- L. The Consultant shall conduct a final visual inspection of the work area. If residual suspect ACM debris is identified during the course of the final inspection, the Contractor shall comply with the Consultant's request to render the area clean of all residual ACM.

### 3.5 CONSULTANT'S RESPONSIBILITIES

- A. Air sampling may be conducted by the Consultant to ascertain the integrity of engineering controls that protect the building from possible asbestos contamination. Independently, the Contractor shall monitor air quality within the work area to ascertain the protection of employees and to comply with OSHA regulations.
- B. The Consultant's air sampling professional may collect and analyze air samples during the following time period:
  - 1. Abatement Period. If required, the Consultant's project monitor shall collect air samples on a daily basis during the work period. A sufficient number of area air samples shall be collected upwind and downwind of the work area, waste debris chute (if applicable) and the building exterior to evaluate the degree of cleanliness or contamination of the building during removal. Additional air samples may be collected

inside the work zone and decontamination system, at the discretion of the project monitor.

- C. The Consultant's project monitor may provide evaluation of the air quality outside the building during removal, using their best professional judgment in respect to the CTDPH guideline of 0.010 f/cc.
- D. If the project monitor determines that the air quality has become contaminated from the project, they shall immediately inform the Contractor to cease all removal operations and implement a work stoppage clean up procedure. The Contractor shall conduct a thorough cleanup of the building areas designated by the Consultant. No further removal work may occur until the project monitor has assessed that the building air has been decontaminated.
- E. Abatement air samples shall be collected as required to obtain a volume of 1,200 liters of air. Air samples shall be analyzed by PCM NIOSH Method 7400 sampling protocol.

### 3.6 CONSULTANT'S INSPECTION RESPONSIBILITIES

- A. Consultant may conduct inspections throughout the progress of the abatement project. Inspections shall be conducted to document the progress of the abatement work, as well as the procedures and practices employed by the Contractor.
- B. The Consultant may perform the following inspections during the course of abatement activities:
  - 1. Pre-commencement Inspection. Pre-commencement inspections shall be performed at the time requested by the abatement Contractor. The Consultant shall be informed a minimum of 12-hours prior to the time the inspection is required. If, during the course of the pre-commencement inspection, deficiencies are identified, the Contractor shall perform the necessary adjustments to obtain compliance.
  - 2. Work Area Inspection. Work area inspections shall be conducted on a daily basis at the discretion of the Consultant. During the course of the work inspections, the Consultant shall observe the Contractor's removal methods and procedures, verify barrier integrity, monitor negative air filtration devices, assess project progress, and inform the Contractor of specific remedial activities if deficiencies are noted.
- C. The Consultant shall perform the following inspection during the course of abatement activities:
  - 1. Final Visual Inspection. Upon request of the Contractor, the Consultant shall conduct a final work area visual inspection. If residual dust or debris is identified during the course of the final inspection, the Contractor shall comply with the request of the Consultant to render the area "dust free."

### 3.7 ASBESTOS DISPOSAL

- A. ACM disposal or asbestos-contaminated material disposal must be in compliance with requirements of and authorized by CTDEEP and CTDPH.
- B. The Contractor shall obtain disposal approvals before commencing asbestos abatement.
- C. A copy of approved disposal authorization shall be provided to the Owner and Consultant and any required federal, state, or local agencies.
- D. The Consultant will retain copies of all Waste Shipment Records as part of the project file.

On receipt, the landfill operator will sign the receipts, and the quantity of asbestos debris leaving the Site and arriving at the landfill must be consistent and acknowledged.

- E. All asbestos debris shall be transported in covered, sealed vans, boxes, or dumpsters that are physically isolated from the driver by an airtight barrier. All vehicles must be properly licensed to meet DOT requirements.
- F. Any vehicles used to store or transport ACM will either be removed from the property at night, or shall be securely locked and posted to prevent disturbance.
- G. Any incident and/or accident that may result in spilling, exposure or environmental release of asbestos waste outside the work area, on and off the property, and all related issues shall be the sole responsibility of the Contractor.

END OF SECTION 028215

## **Asbestos Containing Materials Removal/Disposal Work Plan**

### **Exterior Roofing Materials**

**West Side Middle School  
483 Chase Parkway  
Waterbury, CT 06708**

**Prepared For:**

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

**Prepared By:**

Facility Support Services, LLC  
2685 State Street  
Hamden, Connecticut 06517



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Michael DiFabio  
Asbestos Project Designer  
CT License No. 000329

December 16, 2016

The following work plan outlines the removal of asbestos-containing exterior non-friable roofing in the form of built-up roofing (old), vent flashing (old), vent flashing tar (old), roof edge flashing (old), roof edge flashing (new) (located above Natatorium, along common wall with the Gymnasium). All materials, with the exception of roof edge flashing (new), are located beneath non-asbestos replacement roofing materials. All materials, with the exception of roof edge flashing (new), are estimated to comprise the entire roof of the building. The exact quantity shall be confirmed at the time of the pre-bid walkthrough by the Contractor. The site is located at 483 Chase Parkway in Waterbury, Connecticut. The removal shall be conducted only by properly trained individuals in accordance with, but not limited to, 29CFR 1926.1101(k)(9)(iv). All work shall be scheduled and performed while there are no children present in any part of the building.

the material contains 1% asbestos and therefore is deemed not a CR regulated item. This non-CR material is not subject to the CR regulatory control requirements. A State of Connecticut licensed asbestos project monitor shall conduct a visual inspection of the area at the conclusion of the work to verify that the work has been thoroughly and successfully completed. The City of Waterbury Board of Education (BOE) has designated Facility Support Services, LLC (FSS) to conduct APM duties. The removal of the materials in a non-friable condition that does not generate visible emissions does not require the use of a negative pressure enclosure. If at any time during the removal process the asbestos containing material becomes friable, all removal work must cease and the material must then be treated as a regulated asbestos containing material following all applicable State and Federal Regulations for asbestos abatement. All applicable sections of OSHA, EPA, and State of Connecticut Regulations shall be adhered to as part of this project including 29CFR 1926.1101. Prior to the commencement of site work; the Contractor, Project Engineer, and any other necessary personnel involved in the project shall attend the pre-removal meeting. The exact date and time of this meeting shall be determined by the Board of Education and/or Project Engineer.

#### **ASBESTOS REMOVAL PROCEDURE – EXTERIOR ROOFING**

- A. The Contractor shall have a designated "Competent Person", as described in 29 CFR 1926.1101(b) on the job at all times to ensure proper work practices throughout project. The designated "Competent Person" must follow the guidelines below:

1). All work shall be scheduled and performed while there are no children present in any part of the building.

- B. The Contractor is responsible for following all OSHA regulations applicable to fall protection.

- C. Contractor shall supply water, and a generator for electricity, unless prior arrangements are made with the Waterbury Board of Education.
- D. GFCI devices shall be utilized for all electrical connections made as part of this project.
- E. Install a minimum of one layer of 6-mil polyethylene sheeting to the ground on each side of the building where removal is taking place as a drop cloth. Drop cloth shall extend at a minimum, at least 10 feet from the base of the building.
- F. Establish regulated area to restrict access to only those authorized personnel.
- G. Install at a minimum, one layer of 6-mil polyethylene sheeting to any doors, windows, vents, grills, ducts, etc. in the immediate vicinity as a critical barrier affixed with duct tape. Roof level HVAC intake sources shall be isolated or shut down.
- H. A remote personal decontamination facility shall be erected onsite and as near as possible to the regulated area, and shall consist of 1 stage and constructed according to 1926.1101(j)(2).
- I. Workers shall don the proper PPE prior to beginning the removal.
- J. Remove roofing materials using the following procedure:
  - 1. Wet the material to be removed with amended water or detergent solution, so that entire surface is adequately wet. Do not allow puddle or run-off to other areas.
  - 2. Cut out roofing material into manageable sections. At no time shall the contractor grind, abrade, or sand the material which will create visible emissions.
  - 3. Lower sections of roofing to the ground and place into sealed containers for disposal as described in 29 CFR 1926.1101(g)(8)(ii). Do not drop waste from roof.
  - 4. Keep roofing material continuously wet throughout removal operation.
  - 5. Continuously mist area where removal is being performed with amended water, removal encapsulant or detergent solution. Area where roofing has been removed must be kept continuously wet until after the completion of removal.
  - 6. Label and properly dispose of roofing materials in accordance with State and Federal regulations.
- K. Roofing material must be removed without rendering the materials friable, and placed into a labeled container for disposal.
- L. After completion of all asbestos containing materials removal work, the Contractor shall conduct final cleaning utilizing wet methods and HEPA vacuuming. Drop cloths shall also be removed and disposed of at this time.
- M. After all removal and cleaning procedures have been completed, the project monitor will visually determine that no dust, debris, or residue is present in or around the work area.

## SECTION 028433 – POLYCHLORINATED BIPHENYL WINDOW ABATEMENT

### 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 CONSULTANT

- A. The Owner and the Architect shall retain a Consultant for the purposes of project management and monitoring during Polychlorinated Biphenyl (PCB) Roofing Abatement. The Consultant will represent the Owner in all phases of the abatement project at the discretion of the Owner and the Architect. The PCB Roofing Abatement Contractor (the "Contractor") will regard the Consultant's direction as authoritative and binding as provided herein.

#### 1.3 SCOPE OF WORK

- A. Work outlined in this Section includes all work necessary for the removal and disposal of presumed > 50 part per million (ppm) PCB-containing materials (PCB-Containing Materials) impacted during the Partial Roof Replacement (the "Work") at Westside Middle School, 483 Chase Parkway, Waterbury, Connecticut (the "Site"). This Work under this Contract includes, but is not limited to: all window components (frames, caulks, glazings, etc.) that impact the roof replacement project. The Work shall include all necessary demolition to access the PCB-containing materials for abatement.

#### 1.4 USE OF THE CONTRACT DOCUMENTS

- A. It shall be incumbent upon the Contractor to visit the Site and determine what exists, its condition, and what will be required to accomplish the Work intended by the Contract Documents. No increase in the Contract Sum will be permitted as a result of the Hazardous Materials Abatement Contractor's failure to visit the Site and understand the existing conditions.
- B. All work shall comply with the Contract Documents and with applicable codes, laws, regulations, and ordinances wherever applicable. The most stringent of all the foregoing shall govern the Work.
- C. It is not intended that the Specifications show every detail of the Work, but the Contractor shall be required to furnish within the Contract Sum all materials and labor necessary for the completion of the Work in accordance with the intent of the Specifications.
- D. In case of ambiguity among the Contract documents, the more stringent requirement as determined by the Consultant shall prevail.
- E. The Work of this Contract includes making modifications as necessary, subject to approval by Owner in consultation with the Consultant, to correct any conflicts between Contract Documents.
- F. All items, not specifically mentioned in the Specifications, but implied by trade practices to complete the Work, shall be included.

#### 1.5 EXAMINATION OF THE SITE

- A. It is understood that the Contractor has examined the Site and made their own estimates of the Site facilities and difficulties attending the execution of the Work, and has based their bid price thereon.
- B. Except for unforeseeable concealed conditions as determined by the Consultant, the Contractor shall make no claim for additional cost due to the existing Site conditions.

## 1.6 CONTRACTOR QUALIFICATIONS

A. All bidders shall submit a record of prior experience in PCB abatement projects, listing no less than three completed projects in the past year, with all projects of similar size and scope. The Contractor shall list the experience and training of the project supervisor and all on-site personnel. The information to be included is as follows:

1. Project Name and Address
2. Owner's Name and Address
3. Architect/Consultant
4. Contract Amount
5. Date of Completion
6. Extras and Changes

B. Submit a written statement regarding whether the Hazardous Materials Abatement Contractor has ever been cited for non-compliance with federal or state regulations pertaining to worker protection, removal, transport, or disposal related to PCBs or other hazardous materials.

## 1.7 CONSTRUCTION PROGRESS SCHEDULE

A. To assure adequate planning and execution of the Work and to assist the Consultant in reviewing the justification for the Contractor's applications for payment, the Contractor shall prepare and maintain a detailed Progress Schedule.

B. The Contractor shall supervise and direct all work of theirs and other trades using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

C. Due to the nature of this construction work, the scheduling or phasing of work under this Contract may be adjusted by the Owner. As long as the scope of work is not altered, adjustments to the project phasing shall have no effect on the contract price.

D. The Contractor and any subcontractors shall attend a pre-construction meeting. The assigned Supervisor must attend this meeting.

## 1.8 TESTING LABORATORY SERVICES

A. The Contractor shall submit to the Consultant the name; address and qualifications of proposed laboratories intended to be utilized for sample analysis as required by this Section.

## 1.9 ADDITIONAL GENERAL REQUIREMENTS

A. The Contractor shall employ a competent Supervisor with at least three years of experience on projects of similar scope and magnitude, who shall be responsible for all work involving PCB abatement, as described in the specifications and defined in applicable regulations, and have full-time daily supervision of the same. The Supervisor shall be the competent person as defined by Occupational Safety and Health Administration (OSHA) regulations.

B. The Contractor shall furnish all labor, materials, facilities, equipment, installation services, employee training, permits, licenses, certifications, agreements, and incidentals necessary to perform the specified work. Work shall be performed in accordance with the Contract Documents, the latest regulations from OSHA, the United State Environmental Protection Agency (EPA), and all other applicable federal, state, and local agencies. Whenever the requirements of the above references conflict or overlap, the more stringent provision shall apply.

- C. All project personnel engaged in the work covered under this section shall have a PCB Awareness Training. It should also be noted that work associated with PCB removal may also involve exposure to PCBs during demolition and removal activities specified herein and the Contractor shall perform required exposure assessment for PCBs.
- D. This Section specifies the procedures for removal of existing products presumed to contain PCBs greater than > 50 ppm in the form of window components, and disposal of removed materials as PCB-Containing Waste. The product is regulated for removal and disposal in accordance with federal requirements of Title 40 CFR, Part 761.
- E. Disturbance or removal of PCB-containing materials may cause a health hazard to workers and building occupants. The Contractor shall disclose to workers, supervisory personnel, sub-contractors, and consultants who will be at the job site of the seriousness of the hazard and proper work procedures that must be followed.
- F. During performance of the Work, workers, supervisory personnel, subcontractors, or consultants who may encounter, disturb, or otherwise function in the immediate vicinity of PCB-containing materials; shall take continuous measures as necessary to protect workers from the hazard of exposure. Such measures shall include the procedures and methods described in this Section, OSHA regulations, EPA regulations, and local requirements as applicable.
- G. The Contractor shall allow the Work of this Contract to be inspected, if requested or required by local, state, federal, and any other authorities having jurisdiction over such work. The Contractor shall immediately notify the Owner, the Architect, and the Consultant and shall maintain written evidence of such inspection for review by the Owner, the Architect, and the Consultant.
- H. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance, as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work requirements mandated by federal, state, and local agencies as a result of regulatory non-compliance or negligence.
- I. The Contractor shall immediately notify the Owner and Consultant of the delivery of all permits, licenses, certificates of inspection, of approval, or occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of who issued, and shall cause them to be displayed to the Owner and Consultant for verification and recording.

#### 1.10 SCOPE OF WORK

- A. The base bid includes the removal and disposal of all PCB-Containing Materials as identified herein, and on the Architect's drawings, conducted by workers in accordance with OSHA and CTDEEP regulations. The base bid will include the cost for removal, packaging, transporting, and disposing PCB-containing window components.
- B. *Project is subject to EPA Toxic Substances and Control Act (TSCA) regulation Title 40 CFR, Part 761.*
- C. The quantities listed herein are estimates only, and should be verified on-site by the Contractor.
- D. This bid includes the following PCB-Containing Materials

#### BASE BID - PCB-CONTAINING MATERIALS

LOCATION	MATERIAL TYPE	ESTIMATED QUANTITY
Two Roof-Grade Windows	All window components (Frame, Caulks, Glazings, etc.)	TBD

- E. Some of the Work will be performed in multiple mobilizations, at different periods of time, in conjunction with other trades (i.e., other trades work, demolition work, etc.).
- F. Safety Data Sheets (SDS) for chemicals to be used during the project must be submitted to the Consultant prior to site delivery.
- G. Encapsulants applied to any surface that will receive a new finish that requires an adhesive must be compatible with the application of the new finish.
- H. The Contractor shall be responsible for providing temporary water, power, and heat as needed at the Site. Temporary lighting within the work areas must be connected to Ground Fault Circuit Interrupter (GFCI) power panels, installed by a State of Connecticut-licensed electrician, and located outside of the work areas.
- I. The Contractor shall be responsible for providing preparation of negative pressure enclosures (NPE), cleaning, etc. at no additional cost to the Owner, if work practices result in PCB-Containing Materials entering the building during abatement.

## 1.11 DEFINITIONS

- A. The following definitions relative to PCB abatement shall apply:
  - 1. Abatement - Procedures to control PCB release from PCB-containing materials; includes removal, encapsulation, and enclosure.
  - 2. Air Monitoring - The process of measuring PCB concentrations of an area or exposure of a person.
  - 3. Architect – Silver Petrucelli & Associates
  - 4. CERCLA – Comprehensive Environmental Response, Compensation, and Liability Act (Title 42 CFR, Parts 9601-9657).
  - 5. Competent Person - As defined by OSHA, a representative of the Contractor who is capable of identifying existing PCB hazards in the workplace and selecting the appropriate control strategy for PCB exposure. Person who has authority to take prompt corrective measures to eliminate such hazards during PCB removal.
  - 6. Consultant – Facility Support Services, LLC (or City of Waterbury designee)
  - 7. Containment – A enclosure within the building which establishes a contaminated area and surrounds the location where PCB and/or other toxic or hazardous substance removal is taking place and establishes a Control Work Area.
  - 8. Designated Facility – An off-site disposer or commercial storer of PCB-containing waste designated on the manifest as the facility that will receive a manifested shipment of PCB containing waste.
  - 9. Disposal – An intentional or accidental act of discarding, throwing away, completing, or terminating the useful life of PCBs and PCB-containing items. Disposal includes spills, leaks, and other uncontrolled discharges of PCBs as well as actions related to containing, transporting, destroying, degrading, decontaminating, or confining PCBs and PCB items.
  - 10. DOT – The United States Department of Transportation.
  - 11. Excluded PCB Product – A PCB-containing material which is determined by laboratory analysis to contain concentrations of PCBs less than 50 ppm and meets the requirements of Title 40 CFR, Part 761.3.
  - 12. Fixed Object – Mechanical equipment, electrical equipment, fire detection systems, alarms, or all other fixed equipment, fixtures, or items which cannot be removed from the work area.

13. Generator of PCB Waste - Any person who acts, processes, or produces PCBs that are regulated for disposal under Title 40 CFR, Part 761, Subpart D, whose act first causes PCBs or PCB-containing items to become subject to the disposal requirements of Title 40 CFR, Part 761, Subpart D, or who has physical control over the PCBs when a decision is made that the use of the PCBs has been terminated, and is therefore subject to the disposal requirements of Title 40 CFR, Part 761, Subpart D. Unless another provision of Title 40 CFR, Part 761 specifically requires a site-specific meaning, "generator of PCB waste" includes all of the sites of PCB waste generation owned or operated by the person who generates PCB waste.
14. GFCI – Ground Fault Circuit Interrupter
15. HEPA – High Efficiency Particulate Air
16. HEPA Filter - Filter in compliance with ANSI Z9.2 1979.
17. HEPA Vacuum Equipment - Vacuum equipment equipped with a HEPA filter system for filtering the air effluent.
18. Incinerator - An engineered device using controlled flame combustion to thermally degrade PCBs and PCB Items. Examples of devices used for incineration include rotary kilns, liquid injection incinerators, cement kilns, and high temperature boilers.
19. Laboratory - A facility that analyzes samples for PCBs and is unaffiliated with any entity whose activities involve PCBs.
20. Large PCB Mark (ML) - Mark shall include letters and striping on a white or yellow background and shall be sufficiently durable to equal or exceed the life (including storage for disposal) of the PCB Article, PCB Equipment, or PCB Container. The size of the mark shall be at least six inches (6") on each side. If the PCB Article or PCB Equipment is too small to accommodate this size, the mark may be reduced in size proportionately down to a minimum of two inches on each side.
21. Liquid PCBs – A homogenous flowable material containing PCBs and no more than 0.5 percent by weight of non-dissolved material.
22. Manifest – The shipping document EPA form 8700–22 and any continuation sheet attached to EPA form 8700–22, originated and signed by the generator of PCB-containing waste.
23. Mark – The descriptive name, instructions, cautions, or other information applied to PCBs and PCB Items, or other objects.
24. Marked - The marking of PCB Items and PCB storage areas and transport vehicles by means of applying a legible mark by painting, fixation of an adhesive label, or by any other method that meets the requirements of the Title 40 CFR, Part 761.
25. Movable Object - Unit of equipment or furniture in the work area that can be removed from the work area.
26. Municipal Solid Waste - Garbage, refuse, sludges, wastes, and other discarded materials resulting from residential and non-industrial operations and activities, such as household activities, office functions, and commercial housekeeping wastes.
27. Negative Air Pressure Equipment - A portable local exhaust system equipped with HEPA filtration used to create negative pressure in a regulated area (negative with respect to adjacent unregulated areas) and capable of maintaining a constant, low velocity air flow into regulated areas from adjacent unregulated areas.
28. Non-Liquid PCBs - Materials containing PCBs that by visual inspection do not flow at room temperature (25°C or 77°F), or from which no liquid passes when a 100 gram or 100 milliliter representative sample is placed in a mesh number 60 ±5 percent paint filter and allowed to drain at room temperature for five minutes.
29. Non-Porous Surface – A smooth, unpainted solid surface that limits penetration of liquid- containing PCBs beyond the immediate surface. Examples include smooth un-corroded metal; natural gas pipe with a thin porous coating originally applied to inhibit corrosion; smooth glass; smooth glazed ceramics; impermeable polished

- building stone such as marble or granite; and high density plastics, such as polycarbonates and melamines, that do not absorb organic solvents.
30. On-Site - Within the boundaries of a contiguous property unit.
  31. Owner – City of Waterbury Public Schools
  32. PCB(s) – A chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances that contain such substance. Refer to Title 40 CFR, Part 761.1(b) for applicable concentrations of PCBs. PCB and PCBs as contained in PCB items are defined in 40 CFR, Part 761.3.
  33. PCB Article – A manufactured article, other than a PCB Article Container, that contains PCBs and whose surface(s) has been in direct contact with PCBs. Includes capacitors, transformers, electric motors, pumps, pipes, and other manufactured item which (1) is formed to a specific shape or design during manufacture, (2) has end use function(s) dependent in whole or in part upon its shape or design during end use, and (3) has either no change of chemical composition during its end use or only those changes of composition that have no commercial purpose separate from that of the PCB Article.
  34. PCB Article Container – A package, can, bottle, bag, barrel, drum, tank, or other device used to contain PCB Articles or PCB Equipment, and whose surface(s) has not been in direct contact with PCBs.
  35. PCB Bulk Product Waste – A waste derived from manufactured products containing PCBs in a non-liquid state, at any concentration where the concentration at the time of designation for disposal is greater than ( $\geq$ ) 50 ppm PCBs. Does not include PCBs or PCB Items regulated for disposal under Title 40 CFR Parts 761.60(a)-(c), 761.61, 761.63, or 761.64. PCB Bulk Product Waste is further defined in Title 40 CFR, Part 761.3.
  36. PCB Capacitor – A capacitor that contains  $\geq$  500 ppm PCBs. Concentration assumptions applicable to capacitors appear under Title 40 CFR, Part 761.2.
  37. PCB-Containing Materials – For the purposes of this Work means those materials containing  $<$  50 ppm PCBs which have been documented as Excluded PCB Products and are therefore not subject to the requirements of Title 40 CFR, Part 761, but include CTDEEP regulated concentrations of PCBs requiring proper removal and disposal in accordance with this Section.
  38. PCB Equipment – A manufactured item, other than a PCB Article Container, which contains a PCB Article or other PCB Equipment, and includes microwave ovens, electronic equipment, and fluorescent light ballasts and fixtures.
  39. PCB Item – A PCB Article, PCB Article Container, PCB Container, PCB Equipment, or anything that deliberately or unintentionally contains or has as a part of it any PCB or PCBs.
  40. PCB Remediation Waste – Waste containing PCBs in concentrations greater than one ppm as a result of a spill, release, or other unauthorized disposal.
  41. PCB Waste(s) – PCBs and PCB Items that are subject to the disposal requirements of Title 40 CFR, Part 761, Subpart D.
  42. Porous Surface – A surface that allows PCBs to penetrate or pass into itself including, but not limited to, paint or coating on metal; corroded metal; fibrous glass or glass wool; unglazed ceramics; ceramics with a porous glaze; porous building stone such as sandstone, travertine, limestone, or coral rock; low-density plastics such as Styrofoam™ and low-density polyethylene (poly); coated (varnished or painted) or uncoated wood; concrete or cement; plaster; plasterboard; wallboard; rubber; fiberboard; chipboard; asphalt; or tar paper. For purposes of cleaning and disposing of PCB Remediation Waste, porous surfaces have different requirements than non-porous surfaces.

43. RCRA means the Resource Conservation and Recovery Act (EPA Title 40 CFR, Parts 260 - 265).
44. Regulated Work Area - An area established by the employer to demarcate where PCB abatement is conducted and any adjoining area where debris and waste from such abatement work accumulate.
45. Standard Wipe Sample - A sample collected for chemical extraction and analysis using the standard wipe test as defined in Title 40 CFR, Part 761.123. Except as designated elsewhere in Title 40 CFR, Part 761, the minimum surface area to be sampled shall be 100 square centimeters (cm<sup>2</sup>).
46. Storage for Disposal - Temporary storage area for PCBs that have been designated for disposal.
47. SW-846 - The document having the title "SW-846, Test Methods for Evaluating Solid Waste".
48. Totally Enclosed Manner - A manner that will ensure no exposure of human beings or the environment to a concentration of PCBs.
49. Transfer Facility - A transportation-related facility including loading docks, parking areas, and other similar areas where shipments of PCB waste are held during the normal course of transportation. Transport vehicles are not transfer facilities under this definition, unless they are used for the storage of PCB waste, rather than for actual transport activities. Storage areas for PCB waste at transfer facilities are subject to the storage facility standards of Title 40 CFR, Part 761.65, but such storage areas are exempt from the approval requirements of 40 CFR, Part 761.65(d) and the recordkeeping requirements of 40 CFR, Part 761.180, unless the same PCB waste is stored there for a period of more than 10 consecutive days between destinations.
50. Transporter of PCB Waste - For the purposes of Title 40 CFR, Part 761, Subpart K, any person engaged in the transportation of regulated PCB waste by air, rail, highway, or water for purposes other than consolidation by a generator.
51. Transport Vehicle - A motor vehicle or rail car used for the transportation of cargo by any mode. Each cargo-carrying body (e.g., trailer, railroad freight car) is a separate transport vehicle.

## 1.12 SUBMITTALS

A. The Contractor shall submit the following to the Consultant in one complete package prior to the pre-construction meeting, and no later than 10 business days prior to the anticipated start of the Work:

1. Site-Specific Health and Safety Plan (HASP): The Contractor shall prepare a site-specific HASP plan for protection of workers and control of the work site in accordance with OSHA regulatory requirements (Title 29 CFR, Part 1910.120). The HASP shall govern all work conducted at the site during the removal of PCB-Containing Materials and related debris; waste handling, sampling, waste management; and waste transportation. At a minimum, the HASP shall address the requirements set forth in Title 29 CFR, Part 1910.120, as further outlined below:

- a. Health and Safety Organization
- b. Site Description and Hazard Assessment
- c. Training
- d. Medical Surveillance
- e. Work Areas
- f. Personal Protective Equipment
- g. Personal Hygiene and Decontamination
- h. Standard Operating Procedures and Engineering Controls
- i. Emergency Equipment and First Aid Provisions
- j. Equipment Decontamination
- k. Air Monitoring

- l. Telephone List
- m. Emergency Response and Evacuation Procedures and Routes
- n. Site Control
- o. Permit-Required Confined Space Procedures
- p. Spill prevention and Containment Plan
- q. Heat and Cold Stress
- r. Record Keeping
- s. Community Protection Plan

2. Employee Training, Medical, and Fit Test Documentation: The Contractor submit the following documentation:

- a. Documentation of PCB Awareness Training for all employees and sub-contractors to be used for the removal work.
- b. Medical clearance and respirator fit test records of each employee who may be on the project site.

3. PCB and or other Toxic or Hazardous Substances Disposal Plan: A written plan that details the Contractor's plan for transportation and disposal of PCB-Containing Materials or other Toxic or Hazardous Substance wastes generated during the project. The Disposal Plan shall identify:

- a. Waste packaging, labeling, placarding, and manifesting procedures.
- b. The name, address, and 24-hour contact number for the proposed treatment or disposal facility, or facilities to which waste generated during the project will be transported.
- c. The name, address, contact person(s) and state-specific permit numbers for proposed waste transporters, and EPA and DOT identification number for firms that will transport PCB-Containing Material waste.
- d. The license plate numbers of vehicles to be used in transporting of the waste from the Site to the disposal facility.
- e. The route(s) by which the waste will be transported to the designated disposal facility, and states or territories through which the waste will pass.

4. Safety Data Sheets (SDS): SDS and manufacturer's information shall be provided for all chemicals and materials to be used during the project including, but not limited to specialty cleaners and chemical stripping products.

5. Air Sampling Professional Qualifications: The qualifications of the air sampling professional that the Contractor proposed to use for this project to perform OSHA-required employee exposure monitoring.

B. The following documents shall be submitted to the Consultant within 15 working days following removal of waste from the Site:

- 1. Waste Profile Sheets
- 2. Pre-Disposal Analysis Test Results (if required by disposal facility)
- 3. Waste Manifests signed by the disposal facility
- 4. Tipping Receipts provided by the disposal facility
- 5. Certification of Final Treatment/Disposal signed by the responsible disposal facility official.

C. The following shall be submitted to the Consultant at the completion of work:

- 1. Disposal Site Receipts: Copy of waste shipment record(s) and disposal site receipt(s) that indicate that PCB-Containing Materials or other Toxic or Hazardous Substances materials have been properly disposed.
- 2. Product Data: Catalog sheets, specifications, and application instructions for any removal products, if used.

### 1.13 REGULATIONS AND STANDARDS

A. The Contractor shall be solely responsible for conducting this project and supervising all work in a manner that will be in conformance with all federal, state, and local regulations and guidelines pertaining to PCB abatement. Specifically, the Contractor shall comply with the requirements of the following:

1. EPA TSCA (Title 40 CFR, Part 761);
2. OSHA Hazardous Waste Operations and Emergency Response Regulations (Title 29 CFR, Parts 1910.120);
3. CTDEEP Regulations;
4. United States Department of Transportation (DOT) Hazardous Materials Regulations (Title 49 CFR, Parts 171 – 180)
5. 2003 International Building Code as adopted by the 2005 State of Connecticut Building Code including the 2009, 2011, and 2013 amendments;
6. Life Safety Code (National Fire Protection Association [NFPA]);
7. Local health and safety codes and all national codes and standards including ASTM, ANSI, and Underwriter's Laboratories.

### 1.14 FINAL VISUAL CLEARANCE

A. Following the completion of the Work, the Consultant shall perform a final visual inspection of the work area per this Specification and CTDEEP regulations.

### 1.15 POSTING AND RECORD MAINTENANCE REQUIREMENTS

A. The following items shall be conspicuously displayed proximate but outside of removal work areas.

1. Exit Routes: Emergency exit procedures and routes
2. Emergency Phone Numbers: A list indicating the telephone numbers and locations of the local hospital(s); the local emergency squad; the local fire department; the local police department; the Poison Control Center; Chemical Emergency Advise (CHEMTREC); the local Department of Health's local office; the Remediation Contractor (on-site and after hours numbers); and the environmental consultant (on-site and after hours numbers).
3. Warning Signs: Warning signs shall be in English and the language of any workers onsite who do not speak English, and be of sufficient size to be clearly legible and display the following or similar language in accordance with OSHA Title 29 CFR, Part 1910.1200:

**WARNING  
HAZARDOUS WASTE WORK AREA  
PCBs-POISON  
NO SMOKING, EATING OR DRINKING  
AUTHORIZED PERSONNEL ONLY  
PROTECTIVE CLOTHING IS REQUIRED IN THIS AREA**

4. In addition, all entrances to work areas shall be posted with a PCB Ml large marker.

B. The Contractor shall maintain the following items on-site and available for review by all employees and authorized visitors:

1. Contractor's Site-Specific HASP.
2. Documentation of Training, Medical Clearance, and Fit Test Records for all employees and the project Supervisor.
3. Codes, Standards, and Publications.
4. SDS for all chemicals used during the project.

5. Copies of Contractor's written hazard communication, respiratory protection, and confined space entry programs.

C. Fees, Permits, and Licenses: The Contractor shall pay all licensing fees, royalties, and other costs necessary for the use of any copyrighted or patented product, design, invention, or processing in the performance of the work specified in this Section.

1. The Contractor shall be solely responsible for costs, damages, or losses resulting from any infringement of these patent rights or copyrights. The Contractor shall hold the Owner, the Architect, and the Consultant harmless from any costs, damages, and losses resulting from any infringement of these patent rights or copyrights.
2. The Contractor shall be responsible for securing all necessary permits for work under this Section, including hauling, removal, and disposal, fire, and materials usage, or any other permits required to perform the specified work.

#### 1.16 MINIMUM REQUIREMENTS FOR WORKER HEALTH AND SAFETY

- A. The Contractor is responsible and liable for the health and safety of all on-site personnel and the off-site community affected by the Work. All on-site workers or other persons entering the abatement work areas, decontamination areas, or waste handling and staging areas shall be knowledgeable of and comply with the requirements of the site-specific HASP at all times. The Contractor's HASP shall comply with all applicable federal, state, and local regulations protecting human health and the environment from the hazards posed by the Work.
- B. Consistent disregard for the provisions of the HASP shall be deemed as sufficient cause for immediate stoppage of work and termination of the Contract or any Sub-Contracts without compromise or prejudice to the rights of the Owner, the Architect, or Consultant.
- C. Any discrepancies between the Contractor's HASP and these Specifications or federal, state, and local regulations shall be resolved in favor of the more stringent requirements that provide the highest degree of protection to the project personnel and the surrounding community and environment.
- D. In addition to exposure concerns relating to the presence of PCBs, other health and safety considerations will apply to the Work. The Contractor shall be responsible for recognizing such hazards and shall be responsible for the health and safety of the Contractor's employees at all times. It is the Contractor's responsibility to comply with all applicable health and safety regulations.
- E. The HASP shall be reviewed by all personnel prior to entry into the abatement, decontamination, or waste staging areas. Includes representatives of the Contractor, Owner, Architect, Consultant, Subcontractor(s), Waste Transporter or Federal, State, or Local Regulatory Agencies. Such review shall be acknowledged and documented by the Contractor Site Supervisor by obtaining the name, signature, and affiliation of all personnel reviewing the HASP.
- F. The HASP shall be maintained so as to be readily accessible and reviewable by all site personnel throughout the duration of the abatement project and until all waste materials are removed from the site and disposed at the appropriate disposal facility.
- G. The Contractor Site Supervisor shall be responsible for ensuring that project personnel and site visitors are informed of and comply with the provisions of the HASP.

#### 1.17 WORK AREAS AND ZONES

- A. The Contractor shall lay-out and clearly identify work areas in the field. Access by equipment, site personnel, and the public to the work areas shall be limited as follows:

1. Abatement Zone: The Abatement Zone(s) shall consist of all areas where removal of PCB-Containing Materials and other Toxic or Hazardous Substances and waste handling and staging activities are on-going and the immediately surrounding locale or other areas where contamination could occur. Each Abatement Zone for purposes of removal of PCB-Containing Materials or other Toxic or Hazardous Substances for disposal shall be performed within a regulated work area (refer to Section 3.2) to demarcate work areas from non-work areas. The regulated work area shall be visibly delineated with appropriate warning signs at all approaches to the area (including a large PCB M L marker), and be restricted from access by all personnel except those directly necessary for the completion of the respective abatement tasks. The Abatement Zones shall be relocated and delineated as necessary as work progresses from one portion of the Site to another, to limit access to each area and to minimize risk of exposure to Site workers and the general public. Access shall be controlled at the periphery of the Abatement Zones to regulate the flow of personnel and equipment into and out of each zone and to help verify that proper procedures for entering and exiting are followed. All persons within the Abatement Zones shall wear the appropriate level of protection established in the Contractor's HASP.
2. Decontamination Zone: The Decontamination Zone is the transition zone between the Abatement Zone and the clean support zone of the project site, and is intended to reduce the potential for contaminants from being dispersed from the Abatement Zone to clean areas of the Site. The Decontamination Zone shall consist of a buffer area surrounding each Abatement Zone through which the transfer of equipment, materials, personnel and containerized waste products will occur, and in which decontamination of equipment, personnel, and clothing will occur. The Decontamination Zones shall be constructed as a three-chamber decontamination unit for workers and a two-chamber equipment room for waste load out as detailed in Section 3.3. All emergency response and first aid equipment shall be readily maintained in this zone. All protective equipment and clothing shall be removed or decontaminated in the Decontamination Zone prior to exiting to the Support Zone.
3. Support Zone: The Support Zone shall consist of the area outside the Decontamination Zones and the remainder of the project site. Administrative and other support functions and any activities that by nature need not be conducted in the Abatement or Decontamination Zone related to the project shall occur in the Support Zone. Access to the Abatement and Decontamination Zones shall be controlled by the Contractor Site Supervisor and limited to those persons necessary to complete the abatement work and which have reviewed and signed the HASP.

#### 1.18 PERSONNEL PROTECTIVE EQUIPMENT

- A. The Contractor shall be responsible to determine and to provide the appropriate level of personal protective equipment (PPE) in accordance with applicable regulations and standards necessary to protect the Contractor's employees from all hazards present.
- B. The Contractor shall provide all employees with the appropriate safety equipment and protective clothing to ensure an appropriate level of protection for each task, taking into consideration the chemical, physical, ergonomic, and biological hazards posed by the Site and Work.
- C. The Contractor shall establish in the HASP criteria for the selection and use of PPE.
- D. The PPE to be utilized for the project shall be selected based upon the potential hazards associated with the Site and the Work. Appropriate PPE shall be worn at all times within the Abatement Zone.
- E. The Contractor shall provide the appropriate level of respiratory protection to all field personnel engaged in activities where respiratory hazards exist, or where there is a potential for such hazard to exist.

- F. The Contractor shall provide, as necessary, protective coveralls, disposable gloves and other protective clothing for all personnel that will be actively involved in abatement activities or waste handling activities or otherwise present in the Abatement Zones. Coveralls shall be Tyvek™, or equivalent material. Should the potential for exposure to liquids exist, splash resistant disposable suits shall be provided and utilized.
- G. Protective coveralls, and other protective clothing shall be donned and removed within the Decontamination Zone and shall be disposed at the end of each day. Ripped coveralls shall be immediately replaced after appropriate decontamination has been completed to the satisfaction of the Contractor Site Supervisor. Protective clothing shall not be worn outside of the Decontamination Zone.
- H. Hard hats, protective eyewear, rubber boots and or other non-skid footwear shall be provided by the Contractor as required for workers and authorized visitors.
- I. All contaminated protective clothing, respirator cartridges and disposable protective items shall be placed into proper containers to be provided by the Contractor for transport and proper disposal in accordance CTDEEP regulations.

#### 1.19 EMERGENCY EQUIPMENT AND FIRST AID REQUIREMENTS

- A. At a minimum, the Contractor shall provide and maintain at the Site the following Emergency and First Aid Equipment:
  - 1. Fire Extinguishers: A minimum one fire extinguisher shall be supplied and maintained at the Site by the Contractor throughout the duration of the Work. Each extinguisher shall be a minimum of a 20-pound Class ABC dry fire extinguisher with Underwriters Laboratory approval per OSHA Title 29 CFR, Part 1910.157.
  - 2. First Aid Kit: A minimum one first aid kit meeting the requirements of OSHA Title 29 CFR, Part 1910.151 shall be supplied and maintained at the Site by the Contractor throughout the duration of the Work.
  - 3. Communications: Telephone communications (either cellular or land line) shall be provided by the Contractor for use by site personnel at all times during the Work.
- B. The Contractor Site Supervisor shall be notified immediately in the event of personal injury, potential exposure to contaminants, or other emergency. The Contractor Site Supervisor shall then immediately notify the Owner, Architect, and Consultant.

#### 1.20 STANDARD SAFETY AND HEALTH PROCEDURES AND ENGINEERING CONTROLS

- A. The following provisions shall be employed to promote overall safety, personnel hygiene and personnel decontamination:
  - 1. Each Contractor or Subcontractor shall ensure that all safety equipment and protective clothing to be utilized by its personnel is maintained in a clean and readily accessible manner at the Site.
  - 2. All prescription eyeglasses in use on this project shall be safety glasses conforming to ANSI Standard Z87.1. No contact lenses shall be allowed on the Site.
  - 3. Prior to exiting the delineated Decontamination Zone(s), all personnel shall remove protective clothing, and place disposable items in appropriate disposal containers to be dedicated to that purpose. Following removal of PPE, personnel shall thoroughly wash and rinse their face, hands, arms and other exposed areas with soap and tap water wash and subsequent tap water rinse. A fresh supply of tap water shall be provided at the Site on each work day by the Contractor for this purpose.
  - 4. All PPE used on-site shall be decontaminated or disposed at the end of each work day. Discarded PPE shall be placed in sealed DOT approved 55-gallon drums for off-site disposal.
  - 5. Respirators shall be dedicated to each employee, and not interchanged between workers without cleaning and sanitizing.
  - 6. Eating, drinking, chewing gum or tobacco, smoking, and any other practice that increases the

likelihood of hand to mouth contact shall be prohibited within the delineated abatement and decontamination work zones. Prior to performing these activities, each employee shall thoroughly cleanse their face, hands, arms and other exposed areas.

7. All personnel shall thoroughly cleanse their face hands, arms and other exposed areas prior to using toilet facilities.
8. No alcohol, illicit drugs, or firearms will be allowed on the Site at any time.
9. Contact with potentially contaminated surfaces should be avoided, if possible. Field personnel should minimize walking through standing water/puddles, mud or other wet or discolored surfaces; kneeling on the ground; and placing equipment, materials or food on the ground or other potentially contaminated surface.
10. The use of the "Buddy System" shall be employed at all times while conducting work at the Site. Each employee shall frequently monitor other workers for signs of heat stress or chemical exposure or fatigue; periodically examine others PPE for signs of wear or damage; routinely communicate with others; and notify the Contractor Site Supervisor in the case of an emergency.

B. Workers must wear protective suits, protective gloves, eye protection and a minimum of half-face air-purifying respirator with HEPA filter cartridge (P100). Respiratory protection shall be in accordance with OSHA regulation Title 29 CFR, Part 1910.134 and ANSI Z88.2.

C. Workers must be trained as per OSHA requirements, have medical clearance and must have recently received pulmonary function test (PFT) and respirator fit tested by a trained professional.

1. A personal air sampling program shall be in place as required by OSHA.
2. The use of respirators must also follow a complete respiratory protection program as specified by OSHA.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with PCBs shall be decontaminated or disposed as PCB waste.
- C. Polyethylene sheeting (poly) in a roll size to minimize the frequency of joints shall be delivered to the Site with factory label indicating 4 or 6-mil thickness.
- D. Poly disposable bags shall be 6-mil thickness with pertinent pre-printed label. Tie wraps for bags shall be plastic, five-inches long (minimum), pointed and looped to secure filled plastic bags.
- E. Tape or adhesive spray will be capable of sealing joints in adjacent poly and for attachment of poly to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of cleaning products.
- F. Cleaning products, such as Capsur™, TechXtract™, or equivalent, shall be utilized at the Contractor's discretion. Cleaning products shall be used in decontaminating porous and non-porous surfaces to remain. All such products shall be utilized in accordance with manufacturer's specifications as intended. The Contractor shall ensure appropriate use and disposal associated with use in accordance with the SDS for each product utilized.
- G. The Contractor shall have available spray equipment capable of mixing wetting agent with water and capable of generating sufficient pressure and volume and having sufficient hose length to reach all areas with PCBs.
- H. The Contractor shall have available enough DOT-approved 17-C or 17-H for waste disposal.

## 2.2 TOOLS AND EQUIPMENT

- A. The Contractor shall provide all tools and equipment necessary for PCB removal.
- B. The Contractor's air monitoring professional shall have air-monitoring equipment of type and quantity to monitor operations and conduct personnel exposure surveillance per OSHA requirements.
- C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, poly of proper size and thickness, tape, and air filters.
- D. The Contractor shall provide (as needed) temporary electrical power panels, electrical power cables, and electrical power sources (such as generators). Any electrical connection work affecting the building electrical power system shall be performed by a State of Connecticut-licensed electrician.
- E. The Contractor shall have available shower stalls and plumbing to support same to include sufficient hose length and drain system or an acceptable alternate.
- F. Vacuum units, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter or larger.

## PART 3 - EXECUTION

### 3.1 PRE-CONSTRUCTION MEETING

- A. At least one week prior to the start of work a Pre-Construction Meeting will be scheduled and must be attended by the Contractor and any Sub Contractors. The assigned Contractor Site Supervisor must also attend this meeting.
- B. The Contractor shall present a detailed project schedule and project submittal package at the Pre-Construction Meeting. Variations, amendments, and corrections to the presented schedule will be discussed, and the Owner and Consultant will inform the Contractor of any scheduling adjustments for this project.
- C. Following the Pre-Construction Meeting, the Contractor shall submit a revised schedule (if needed) no later than one week after the meeting.

### 3.2 WORK AREA PROTECTION – ABATEMENT ZONE

- A. Where necessary deactivate electrical power. Provide GFCI devices, temporary power, and temporary lighting installed in compliance with the applicable electrical codes. All installations are to be made by a State of Connecticut-licensed electrician.
- B. Deactivate and/or isolate heating, ventilating and air conditioning (HVAC) air systems or zones to prevent contamination and contaminant dispersal within the structure. During the work, rooftop vents around the work area shall be completely sealed with duct tape and two layers of 6-mil thick poly.
- C. Completely seal all openings, including, but not limited to, roof level HVAC air intake sources, windows adjacent to removal (within ten feet) skylights, ducts, grills, diffusers, and any other penetration of the work areas, with poly a minimum of 6-mil thick, sealed with duct tape, to create isolation barriers.
- D. Post warning signs in accordance with Title 29 CFR, Part 1910.1200 at all approaches to the work area(s). Signs shall be conspicuously posted to permit a person to read signs and take precautionary

measures to avoid exposure to PCBs or other Toxic or Hazardous Substances. These signs should include the large PCB M<sub>1</sub> markers at each entrance to the work area.

- E. Install ground protection to prevent debris from escaping the abatement zone and to protect areas outside of abatement zone from PCB-contamination. Protection shall include the use of 6-mil poly securing fastened to the ground. Edges shall be raised to prevent water run-off used for dust control during abatement.
- F. Ground protection and isolation barriers shall remain in place throughout work to collect dust and debris resulting from PCB removal. Any tears or rips that occur in protections shall be repaired or removed and replaced with new protections.

### 3.3 DECONTAMINATION SYSTEM

- A. The Contractor shall establish on-site, a remote decontamination enclosure consisting of equipment room, shower room, and clean room in series.
- B. Access between rooms in the decontamination system shall be through double flap-curtained openings. The clean room, shower and equipment rooms within the decontamination enclosure shall be completely sealed.
- C. Construct the decontamination system with plastic, wood, or metal framing and cover both sides with a double layer of 6-mil poly, sealed with spray adhesive or tape at the joints.
- D. The Contractor and the Consultant shall visually inspect barriers routinely to assure effective seal and the Contractor shall repair defects immediately.

### 3.4 PCB-CONTAINING MATERIAL REMOVAL PROCEDURES

- A. The Contractor shall have a designated "competent person" on the job at all times to ensure proper work practices throughout the project.
- B. The Contractor shall regulate the work area as required for compliance with OSHA regulation Title 29 CFR, Part 1910.1200 to prohibit non-trained workers from entering areas where PCBs are to be removed.
- C. The Contractor shall establish worker decontamination unit remote from the work area.
- D. Materials shall be removed in a manner which does not breakdown the materials into fine dust or powder to the extent feasible. Equipment and tools to be utilized shall include hand tools and mechanical equipment such as demolition hammers to remove materials from adjacent substrates. Mechanical removal equipment shall as appropriate be fitted with HEPA vacuum attachments.
- E. The use of minimal quantities of water to moisten the generated dust prior to collection shall be utilized. Under no circumstances shall the PCB waste show evidence of free liquid water, pooling, or ponding within the waste stream. Any liquid used to wet the dust and debris to control fugitive emissions shall be properly containerized for disposal.
- F. Dry or brittle PCB-Containing Materials shall be removed with additional engineering controls such as use of a HEPA-filtered vacuum to remove accumulated dust or debris during removal.
- G. Remove and containerize all visible accumulations of presumed PCB-containing or contaminated debris. Waste shall be containerized in labeled and signed 6-mil poly disposable bags. Tie wraps for bags shall be plastic, 5-inches long (minimum), pointed and looped to secure filled plastic bags. Disposal bags shall then be placed in steel 55-gallon DOT-approved drums.

- H. At any time during PCB abatement should the Consultant suspect contamination of areas outside the work area(s), they shall issue a stop work order until the Contractor takes required steps to decontaminate these areas, and to eliminate the causes of such contamination. Unprotected individuals shall be prohibited from entering suspected contaminated areas until air sampling and visual inspections indicate acceptable decontamination.
- I. The Consultant shall conduct a final visual inspection of the work area. If residual suspect PCB-containing debris is identified during the course of the final inspection, the Contractor shall comply with the Consultant's request to render the area clean of all residual PCB.

### 3.5 CLEANING AND DECONTAMINATION

- A. The Contractor shall be responsible for complete cleaning and decontamination of the Abatement Zone upon completion of work. The Abatement Zone will be required to meet proposed final visual inspection requirements.
- B. The Contractor shall utilize HEPA vacuum and wet cleaning products to remove all visible dust and debris from all surfaces within the work area. If specialty cleaning products are utilized the Contractor shall utilize in accordance with manufacturer's specifications including any additional safety and disposal requirements for such use.
- C. Any liquid used to wet the dust and debris to control fugitive emissions shall be collected and containerized for disposal as PCB Waste.
- D. All rags and other cleaning materials used to clean shall also be properly disposed as PCB Waste. All PCB Waste shall be stored for disposal in accordance with Title 40 CFR, Part §761.61(a)(5)(v)(A). All waste containers shall be appropriately marked and labeled in accordance with EPA Title 40 CFR, Parts 761.40 and 761.45.
- E. Equipment to be utilized in connection with the removal of PCB-Containing Materials including waste collection or that will or may come in direct contact with the Site contaminants shall be decontaminated prior to leaving the Site to prevent migration of the contaminated residues. Decontamination shall be in accordance with EPA Title 40 CFR, Part 761.79 and Subpart S procedures.
- F. All non-disposable equipment and tools employed in the course of the Work will be decontaminated at the conclusion of each work day utilizing the following sequence:
  - 1. Initial tap water rinse to remove gross debris
  - 2. Tap water and hexane or equivalent wash
  - 3. Tap water rinse
  - 4. Second tap water and hexane or equivalent wash
  - 5. Second tap water rinse
- G. The wash water and decontamination liquids shall be captured and containerized in DOT approved 55-gallon barrels for off-site disposal as PCB waste.

### 3.6 CONSULTANT'S RESPONSIBILITIES

- A. The Contractor shall monitor air quality within the work area to ascertain the protection of employees and to comply with OSHA regulations.
- B. The Consultant's project monitor shall provide continual evaluation of the condition of the building during removal, using their best professional judgments in respect to CTDEEP guidelines.

### 3.7 CONSULTANT'S INSPECTION RESPONSIBILITIES

- A. Consultant may conduct inspections throughout the progress of the removal project. Inspections may

be conducted to document the progress of the removal work, as well as the procedures and practices employed by the Contractor.

B. The Consultant may perform the following inspections during the course of abatement activities:

1. Pre-commencement Inspection. Pre-commencement inspections shall be performed at the time requested by the Contractor. The Consultant shall be informed 12-hours prior to the time the inspection is needed. If deficiencies are identified during the course of the pre-commencement inspection, the Contractor shall perform the necessary adjustments to obtain compliance.
2. Work Area Inspection. Work area inspections may be conducted on a daily basis at the discretion of the Consultant. During the course of the work inspections, the Consultant shall observe the Contractor's removal procedures, verify isolation barrier integrity, assess project progress, and inform the Contractor of specific remedial activities if deficiencies are noted.

C. The Consultant shall perform the following inspections during the course of abatement activities:

1. Final Visual Inspection. The Consultant, upon the request of the Contractor, shall conduct a final visual inspection of the work area. The final visual inspection shall be conducted after completion of the final cleaning procedures. The final visual inspection shall verify that all PCB-Containing Material and residual debris have been removed from the work area. If, during the course of the inspection, the Consultant identifies residual dust or debris, the Contractor shall comply with the request of the Consultant to render the area "dust free".

### 3.8 MARKING OF WASTE CONTAINERS

A. All waste containers must be marked with the name of the waste contained; the date in which the first material was placed in the vessel; and the last date at which addition of waste occurred. All waste containers must be marked with a large PCB ML marker.

B. All waste containers containing PCB waste and contaminated debris, containment system components, used PPE, personal and equipment wash water and decontamination fluids, or other wastes generated during the abatement work shall be labeled as follows:

DOT Class 9 UN3432 (solid)  
Or UN2315 (liquid) PCB Waste  
RQ

Waste for Disposal

Federal law prohibits improper disposal.

If found, contact the nearest police or public safety authority or  
the U.S. Environmental Protection Agency.

Generator's Information: \_\_\_\_\_  
Manifest Tracking No.: \_\_\_\_\_  
Accumulation Start Date: \_\_\_\_\_  
EPA ID No.: \_\_\_\_\_  
EPA Waste No.: \_\_\_\_\_  
Total Weight: \_\_\_\_\_  
Container No.: \_\_\_\_\_

HANDLE WITH CARE

C. In addition, these containers must be marked with a PCB ML marker.

D. Such marking must be durable, in English and printed on or affixed to the surface of the package or on a label, tag or sign; displayed on a background of sharply contrasting color; un-obscured by labels or attachments and located away from any other marking (such as advertising) that could substantially reduce its effectiveness.

### 3.9 ON-SITE WASTE MANAGEMENT AND DISPOSAL OF SOLID HAZARDOUS WASTES

- A. All solid waste material, containment system components, used PPE, and other solid wastes generated during the work, shall be placed directly in appropriate waste receptacles immediately upon removal from its in-situ position. Suitable waste receptacles may consist of roll-off containers or DOT-approved 55-gallon drums.
- B. The Contractor shall be responsible for all packaging, labeling, transport, disposal, and record-keeping associated with PCB or PCB-contaminated waste in accordance with all federal, state, and local regulations.
- C. The Contractor shall ensure that the person transporting the waste holds a valid permit issued in accordance with appropriate federal, state, and local regulations.
- D. The Contractor shall provide to the transporter at the time of transfer appropriate shipping records or uniform waste manifests as required by the federal, state, and local regulations with a copy to the Owner, Architect, and Consultant.
- E. The Contractor shall maintain proper follow up procedures to assure that waste materials have been received by the designated waste site in a timely manner and in accordance with all federal, state, and local regulations.
- F. The Contractor shall assure that disposal of PCB waste material is at a facility approved to accept such waste and shall provide a tracking/manifest form signed by the landfill's authorized representative.
- G. If roll-off containers are utilized for containerization of the wastes the following shall apply:
  - 1. All roll-off containers or other similar vessels utilized shall be watertight and lined with 6-mil poly or equivalent impermeable lining, and equipped with a secured and impermeable cover.
  - 2. The impermeable cover shall remain securely in place at all times when material is not being actively placed in the vessels. The Contractor shall be responsible for ensuring that the cover remains securely intact until the container is removed from the Site.
- H. If 55-gallon drums are to be utilized for waste containerization, the drums shall consist of suitable DOT-approved 55-gallon drums that are watertight and free of corrosion, perforations, punctures, or other damage. All drums shall be securely covered and sealed at the conclusion of each work day.
- I. The waste containers shall remain staged at the Site with a secure impermeable cover in place until the materials are transported from the Site to be delivered to the designated waste disposal facility.
- J. A waste roll-off and barrel staging area shall be designated prior to initiation of the abatement work, and approved by the Owner, Architect, and Consultant.
- K. PCB-containing materials shall be transported to a disposal facility that accepts >50 ppm PCB-containing bulk materials.
- L. Waste manifests must indicate chain-of-custody. Provide required copies for wastes to the Owner, Architect, and Consultant as required. Provide copies of waste manifests to waste generation State and waste destination State, as required.
- M. Any PCB liquid waste shall be properly containerized and decontaminated in accordance with Title 40 CFR, Part 761.79 (b)(1) or disposed in accordance with EPA Title 40 CFR, Part 761.60(a).
- N. Any chemicals, solvents or other products used during decontamination shall be properly containerized as PCB liquid waste. Waste must be properly decontaminated in accordance with EPA Title 40 CFR, Part 761.79 (b)(1) or disposed in accordance with EPA Title 40 CFR, Part 761.60(g).

- O. All contaminated waste shall be carefully loaded on trucks or other appropriate vehicles for transport. Before and during transport, care shall be exercised to insure that no unauthorized persons have access to the waste materials.
- P. Waste transporters are prohibited from "back hauling" any freight after the PCB waste disposal, until decontamination of the vehicle and/or trailer is assured.

END OF SECTION 028433

**Presumed PCB Containing Materials (>50 ppm)  
Removal/Disposal Work Plan**

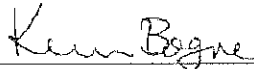
**Windows Impacting Roofing Project  
Westside Middle School  
493 Chase Parkway  
Waterbury, CT**

**Prepared For:**

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

**Prepared By:**

Facility Support Services, LLC  
2685 State Street  
Hamden, Connecticut 06517



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Kevin Bogue, CIH, LEP  
Senior Project Manager

**December 16, 2016**

The following work plan outlines the removal of presumed PCB-containing window units from the upper floor of Westside Middle School. Two windows have been identified that require reinstallation due to grading differences resulting from a proposed roof replacement project. The windows are presumed

An approximately 1'x 2' (single pane) window with less than 50 ppm Polychlorinated Biphenyl (PCB) containing glazing shall be disposed of as part of this work. The exact quantity shall be confirmed at the time of the pre-bid walkthrough. The site is located at 493 Chase Parkway in Waterbury, Connecticut. The removal shall be conducted by properly trained contractors, including adequate HAZWOPER training. The removal of the window should not generate visible emissions and does not require the use of a negative pressure enclosure. If at any time during the removal process the suspected PCB containing materials (glazings & caulks) becomes friable and visible dust is generated, all removal work must cease and the material must then be removed from with a negative pressure enclosure exhausted to the atmosphere. All applicable sections of OSHA, EPA, and State of Connecticut Regulations shall be adhered to as part of this project including 29CFR 1926.1101. Prior to the commencement of site work; the Contractor, Project Engineer, and any other necessary personnel involved in the project shall attend the pre-removal meeting. The exact date and time of this meeting shall be determined by the Project Engineer.

#### **PCB DISPOSAL PROCEDURE – BASEMENT WINDOWS**

- A. Containerize all portions of the window unit and associated caulks (glass may be removed). Work shall be conducted in accordance with State of Connecticut and Federal regulations.
- B. All waste shall be labeled and disposed of in accordance with C.G.S, Sections 22a-463 through 22a-469 that regulate caulking or other building materials containing PCBs >50 ppm. The disposal or treatment facility utilized shall be permitted to accept waste with PCBs containing greater than 50 ppm.
- C. HEPA vacuum and wet wipe area following disposal to ensure no visible dust and/or debris remains, dispose of vacuum contents and wipe materials with window debris. Decontaminate tools and dispose of wastes with window units.
- D. Proper PPE shall be worn at all times.
- E. Provide all waste disposal documentation to the City of Waterbury Board of Education within 5 days of removal of waste from the residence.

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. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 010100 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 025000 "Asbestos Removal and Related Work" for abatement of asbestos containing roofing materials.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

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

## SELECTIVE DEMOLITION

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

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

### 1.5 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. Engineering Survey: Submit engineering survey of condition of building.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- D. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's, building manager's 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.
- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before Work begins.
- F. Warranties: Documentation indicating 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.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Present in buildings and structures to be selectively demolished. Contractor is responsible for removal of all hazardous materials (asbestos containing materials).
- 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.

1.9 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors 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.

1.10 COORDINATION

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

- B. Standards: Comply with ASSE A10.6 and NFPA 241.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. 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.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs or video and templates.
  - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
  - 2. 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.

#### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain fire watch during and for at least four hours after flame-cutting operations.
  6. Maintain adequate ventilation when using cutting torches.
  7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  10. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. 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.

- E. 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 Sidewalks: Saw-cut perimeter of area to be demolished, and then break up and remove.
- B. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Section 075323 Ethylene-Propylene-Diene Monomer (EPDM) Roofing for new roofing requirements.
1. Remove existing roof membrane, flashings, copings, and roof accessories.
  2. Remove existing roofing system down to substrate.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and recycle or dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
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.
- B. Burning: Do not burn demolished materials.

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.

3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Remove: Existing modified bitumen membrane roofing system; indicated existing metal decking; indicated existing sheet metal flashings and trim and roof drainage systems; indicated existing wood blocking and roof curbs; other elements as noted on construction documents.

END OF SECTION 024119

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. Face brick.
3. Mortar and grout.
4. Steel reinforcing bars.
5. Masonry joint reinforcement.
6. Ties and anchors.
7. Embedded flashing.
8. Miscellaneous masonry accessories.

B. Related Sections:

1. Section 055000 "Metal Fabrications" for furnishing steel lintels and shelf angles for unit masonry.
2. Section 076200 "Sheet Metal Flashing and Trim" for exposed sheet metal flashing and for furnishing manufactured reglets installed in masonry joints.
3. Section 079200 "Joint Sealants" for acoustic joint sealants.

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." Show elevations of reinforced walls.
3. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.

- C. Samples: For each type and color of the following:

1. Face brick, in the form of straps of five or more bricks.
2. Special brick shapes.

3. Pigmented mortar. Make Samples using same sand and mortar ingredients to be used on Project.
4. Weep vents.
5. Accessories embedded in masonry.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Material Certificates: For each type and size of the following:
  1. Masonry units.
    - a. Include material test reports substantiating compliance with requirements.
    - b. For brick, include size-variation data verifying that actual range of sizes falls within specified tolerances.
    - c. For exposed brick, include test report for efflorescence according to ASTM C 67.
  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.
- C. 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 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.
- D. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

#### 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.

- E. 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 mockup of typical wall area as shown on Drawings.
  - a. Include a sealant-filled joint at least 16 inches long in mockup.
  - b. Include lower corner of window opening framed with stone trim at upper corner of exterior wall mockup. Make opening approximately 12 inches wide by 16 inches high.
  - c. Include through-wall flashing installed for a 24-inch length in corner of exterior wall mockup approximately 16 inches down from top of mockup, with a 12-inch length of flashing left exposed to view (omit masonry above half of flashing).
2. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface.
3. Clean one-half of exposed faces of mockups with masonry cleaner as indicated.
4. Protect accepted mockups from the elements with weather-resistant membrane.
5. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
  - a. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Architect in writing.

#### 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 down both sides of walls and hold cover securely in place.
  2. Where one (1) wythe of multi-wythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe and hold cover in place.
- B. Do not apply uniform floor or roof loads for at least twelve (12) hours and concentrated loads for at least three (3) 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 (7) 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. Regional Materials: CMUs shall be manufactured within five hundred (500) miles of Project site from aggregates and cement that have been extracted, harvested, or recovered, as well as manufactured, within five hundred (500) miles of Project site.

- B. 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.
- C. CMUs: ASTM C 90.
  - 1. Density Classification: Lightweight.
  - 2. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.

### 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 BRICK

- A. Regional Materials: Brick shall be manufactured within five hundred (500) miles of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within five hundred (500) miles of Project site.
- B. General: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of adjacent units:
  - 1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
  - 2. Provide special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
  - 3. Provide special shapes for applications requiring brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing.
  - 4. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.
- C. Face Brick: Facing brick complying with ASTM C 216.
  - 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. The Belden Brick Company, distributed by The Homer C. Godfrey Company
    - b. Watontown Brick, Watontown, PA (800.538.2040)
    - c. Mack Brick Company, Enfield, CT (860.627.6625)
    - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  - 2. Grade: SW.
  - 3. Type: FBX.
  - 4. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested per ASTM C 67.

5. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
6. Size (Actual Dimensions): 3-5/8 inches wide by 2¼ inches high by 7-5/8 inches long.
7. Application: Use where brick is exposed unless otherwise indicated.
8. Color and Texture: As selected by Architect and Owner from manufacturer's full color range.

## 2.5 MORTAR AND GROUT MATERIALS

- A. Regional Materials: Aggregate for mortar and grout, cement, and lime shall be extracted, harvested, or recovered, as well as manufactured, within five hundred (500) miles of Project site.
- B. 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.
- C. Hydrated Lime: ASTM C 207, Type S.
- D. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979. Use only pigments with a record of satisfactory performance in masonry mortar.
  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. Davis Colors; True Tone Mortar Colors
    - b. Lanxess Corporation; Bayferrox Iron Oxide Pigments
    - c. Solomon Colors, Inc.; SGS Mortar Colors
    - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- E. Colored Cement Product: Packaged blend made from Portland cement and hydrated lime and mortar pigments, all complying with specified requirements, and containing no other ingredients.
  1. Colored Portland Cement-Lime Mix:
    - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      - 1) Capital Materials Corporation; Riverton Portland Cement Lime Custom Color
      - 2) Holcim (US) Inc.; Rainbow Mortamix Custom Color Cement/Lime
      - 3) Lafarge North America Inc.; Eaglebond Portland & Lime
      - 4) Lehigh Cement Company; Lehigh Custom Color Portland/Lime Cement
      - 5) Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  2. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
  3. Pigments shall not exceed ten percent (10%) of Portland cement by weight.

## 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 ¼ inch thick, use aggregate graded with one hundred percent (100%) passing the No. 16 sieve.
3. White-Mortar Aggregates: Natural white sand or crushed white stone.

## G. Aggregate for Grout: ASTM C 404.

## H. Water: Potable.

## 2.6 REINFORCEMENT

## A. Uncoated Steel Reinforcing Bars: ASTM A 615 or ASTM A 996, Grade 60.

## B. Masonry Joint Reinforcement, General: ASTM A 951.

1. Interior Walls: Hot-dip galvanized, carbon steel.
2. Exterior Walls: Stainless steel.
3. Wire Size for Side Rods: 0.148-inch diameter.
4. Wire Size for Cross Rods: 0.148-inch diameter.
5. Wire Size for Veneer Ties: 0.187-inch diameter.
6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
7. Provide in lengths of not less than 10 feet, 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.

## D. Masonry Joint Reinforcement for Multi-Wythe Masonry:

1. Adjustable (two-piece) type, either ladder or truss design, with one (1) side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum adjustment of 1¼ inches. Size ties to extend at least halfway through facing wythe but with at least 5/8-inch cover on outside face.

## E. Masonry Joint Reinforcement for Veneers Anchored with Seismic Masonry-Veneer Anchors: Single 0.187-inch-diameter, stainless-steel continuous wire.

## 2.7 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. Stainless-Steel Wire: ASTM A 580, Type 304.
2. Stainless-Steel Sheet: ASTM A 666, Type 304.

## B. Corrugated Metal Ties: Metal strips not less than 7/8 inch wide with corrugations having a wavelength of 0.3 to 0.5 inch and an amplitude of 0.06 to 0.10 inch made from 0.031-inch-thick, stainless-steel sheet.

- C. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8-inch cover on outside face. Outer ends of wires are bent 90 degrees and extend 2 inches parallel to face of veneer.
- D. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches wide.
  - 1. Z-shaped ties with ends bent 90 degrees to provide hooks not less than 2 inches long may be used for masonry constructed from solid units.
  - 2. Where wythes are of different materials, use adjustable ties with pintle-and-eye connections having a maximum adjustment of 1¼ inches.
  - 3. Wire: Fabricate from 3/16-inch-diameter, stainless-steel wire.
- E. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
  - 1. Anchor Section for Welding to Steel Frame: Crimped ¼-inch-diameter, stainless-steel wire.
  - 2. Tie Section: Triangular-shaped wire tie, sized to extend within 1 inch of masonry face, made from 0.25-inch-diameter, stainless-steel wire.
- F. Adjustable Anchors for Connecting to Concrete: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
  - 1. Corrugated Metal Ties: Metal strips not less than 7/8 inch wide with corrugations having a wavelength of 0.3 to 0.5 inch and an amplitude of 0.06 to 0.10 inch made from 0.062-inch-thick, stainless-steel sheet with dovetail tabs for inserting into dovetail slots in concrete and sized to extend to within 1 inch of masonry face.
- G. Partition Top Anchors: 0.105-inch-thick metal plate with 3/8-inch-diameter metal rod 6 inches long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from stainless steel.

## 2.8 MISCELLANEOUS ANCHORS

- A. Anchor Bolts: Headed or L-shaped steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A 153, Class C; of dimensions indicated.

## 2.9 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with Section 076200 "Sheet Metal Flashing and Trim".
- B. Flexible Flashing: Use the following unless otherwise indicated:
  - 1. Copper-Laminated Flashing: 5-oz./sq. ft. copper sheet bonded between two (2) layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.
    - a. Basis of Design:

- 1) York Manufacturing, Inc.; Multi-Flash 500
  - b. **Products:** Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) Advanced Building Products Inc.; Copper Fabric Flashing
    - 2) Sandell Manufacturing Co., Inc.; Copper Fabric Flashing
    - 3) **Substitutions:** Under provisions of Section 012500 "Substitution Procedures".
  - C. **Application:** Unless otherwise indicated, use the following:
    1. Where flashing is indicated to receive counterflashing, use metal flashing.
    2. Where flashing is indicated to be turned down at or beyond the wall face, use metal flashing.
    3. Where flashing is partly exposed and is indicated to terminate at the wall face, use metal flashing or flexible flashing with a metal drip edge.
    4. Where flashing is fully concealed, use flexible flashing.
  - D. **Solder and Sealants for Sheet Metal Flashings:** As specified in Section 076200 "Sheet Metal Flashing and Trim."
  - E. **Adhesives, Primers, and Seam Tapes for Flashings:** Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.
- 2.10 MISCELLANEOUS MASONRY ACCESSORIES
- A. **Compressible Filler:** Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to thirty-five percent (35%); of width and thickness indicated; formulated from closed cell neoprene.
    1. **Basis of Design:**
      - a. **Williams Products:**
        - 1) At new masonry: Everlastic NN-1 1040 Series
        - 2) At existing masonry: Will Seal 600
    2. **Products:** Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      - a. Meadows, W.R., Inc.
      - b. **Substitutions:** Under provisions of Section 012500 "Substitution Procedures".
  - B. **Preformed Control-Joint Gaskets:** Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 or PVC, complying with ASTM D 2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

- C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- D. Weep Vent Products: Use the following unless otherwise indicated:
1. Cellular Plastic Weep Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth 1/8 inch less than depth of outer wythe, in color selected by Architect and Owner from manufacturer's full range.
    - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      - 1) Advanced Building Products Inc.; Mortar Maze weep vent
      - 2) Heckmann Building Products Inc.; No. 85 Cell Vent
      - 3) Hohmann & Barnard, Inc.; Quadro-Vent
      - 4) Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
1. Basis of Design:
    - a. Mortar Net USA, Ltd.; Mortar Net
  2. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Advanced Building Products Inc.; Mortar Break II
    - b. Archovations, Inc.; CavClear Masonry Mat
    - c. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  3. Provide one (1) of the following configurations:
    - a. Strips, full-depth of cavity and 10 inches high, with dovetail shaped notches 7 inches deep that prevent clogging with mortar droppings.
    - b. Strips, not less than 1½ inches thick and 10 inches high, with dimpled surface designed to catch mortar droppings and prevent weep holes from clogging with mortar.

## 2.11 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.
- d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

## 2.12 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 mortar unless otherwise indicated.
- 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, Property Specification. Provide the following types of mortar for applications stated unless another type is indicated.
  1. For masonry below grade or in contact with earth, use Type S.
  2. For reinforced masonry, use Type S.
  3. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type N.
  4. For interior non-load-bearing partitions, Type O may be used instead of Type N.
- D. Pigmented Mortar: Use colored cement product.
  1. Application: Use pigmented mortar for exposed mortar joints with the following units:
    - a. Face brick.
- E. 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.
  3. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C 143.

## PART 3 - EXECUTION

### 3.1 COMMISSIONING OF COMPONENTS AND SYSTEMS

- A. Engage a manufacturer authorized representative who is familiar with this project to participate and assist, if necessary, in the functional performance testing of the components and systems included in this Division with the Commissioning Agent.

### 3.2 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.

### 3.3 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.

### 3.4 TOLERANCES

- A. Dimensions and Locations of Elements:
  - 1. For dimensions in cross section or elevation do not vary by more than plus  $\frac{1}{2}$  inch or minus  $\frac{1}{4}$  inch.
  - 2. For location of elements in plan do not vary from that indicated by more than plus or minus  $\frac{1}{2}$  inch.
  - 3. For location of elements in elevation do not vary from that indicated by more than plus or minus  $\frac{1}{4}$  inch in a story height or  $\frac{1}{2}$  inch total.
- B. Lines and Levels:

## UNIT MASONRY

1. For bed joints and top surfaces of bearing walls do not vary from level by more than  $\frac{1}{4}$  inch in 10 feet, or  $\frac{1}{2}$  inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than  $\frac{1}{8}$  inch in 10 feet,  $\frac{1}{4}$  inch in 20 feet, or  $\frac{1}{2}$  inch maximum.
3. For vertical lines and surfaces do not vary from plumb by more than  $\frac{1}{4}$  inch in 10 feet,  $\frac{3}{8}$  inch in 20 feet, or  $\frac{1}{2}$  inch 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  $\frac{1}{8}$  inch in 10 feet,  $\frac{1}{4}$  inch in 20 feet, or  $\frac{1}{2}$  inch maximum.
5. For lines and surfaces do not vary from straight by more than  $\frac{1}{4}$  inch in 10 feet,  $\frac{3}{8}$  inch in 20 feet, or  $\frac{1}{2}$  inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than  $\frac{1}{4}$  inch in 10 feet, or  $\frac{1}{2}$  inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than  $\frac{1}{16}$  inch 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  $\frac{1}{8}$  inch, with a maximum thickness limited to  $\frac{1}{2}$  inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than  $\frac{1}{8}$  inch.
3. For head and collar joints, do not vary from thickness indicated by more than plus  $\frac{3}{8}$  inch or minus  $\frac{1}{4}$  inch.
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus  $\frac{1}{8}$  inch. Do not vary from adjacent bed-joint and head-joint thicknesses by more than  $\frac{1}{8}$  inch.
5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than  $\frac{1}{16}$  inch from one (1) masonry unit to the next.

## 3.5 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 running bond; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs. Provide soldier course where indicated in Drawings.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 4-inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch 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 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. Fasten partition top anchors to structure above and build into top of partition. Grout cells of CMUs solidly around plastic tubes of anchors and push tubes down into grout to provide 1/2-inch clearance between end of anchor rod and end of tube. Space anchors 48 inches o.c. unless otherwise indicated.
  - 3. 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.
  - 4. At fire-rated partitions, treat joint between top of partition and underside of structure.

### 3.6 MORTAR BEDDING AND JOINTING

- A. Lay hollow brick and 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. Set stone trim units in full bed of mortar with full vertical joints. Fill dowel, anchor, and similar holes.
  - 1. Clean soiled surfaces with fiber brush and soap powder and rinse thoroughly with clear water.
  - 2. Wet joint surfaces thoroughly before applying mortar.
- D. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

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3.7 CAVITY WALLS

- A. Bond wythes of cavity walls together using one (1) of the following methods:
1. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one (1) metal tie for 1.77 sq. ft. of wall area spaced not to exceed 16 inches o.c. horizontally and 16 inches o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12 inches of openings and space not more than 36 inches apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24 inches o.c. vertically.
    - a. Where bed joints of wythes do not align, use adjustable (two-piece) type ties.
    - b. Where one (1) wythe is of clay masonry and the other of concrete masonry, use adjustable (two-piece) type ties to allow for differential movement regardless of whether bed joints align.
  2. Masonry Joint Reinforcement: Installed in horizontal mortar joints.
    - a. Where bed joints of both wythes align, use ladder-type reinforcement extending across both wythes.
    - b. Where bed joints of wythes do not align, use adjustable (two-piece) type reinforcement.
  3. Header Bonding: Provide masonry unit headers extending not less than 3 inches into each wythe. Space headers not over 8 inches clear horizontally and 16 inches clear vertically.
- B. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.
- C. Joints on face of masonry backup wythe shall be smooth and flush. Leave surface clean and free of cavities, protrusions and droppings to allow proper application of vapor barrier.
- D. Apply vapor barrier to face of backup wythe to comply with Section 072600 "Vapor Barriers."

## 3.8 MASONRY JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
1. Space reinforcement not more than 16 inches o.c.
  2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
  3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.
- 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 returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

### 3.9 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete where masonry abuts or faces structural steel or concrete to comply with the following:
  - 1. Provide an open space not less than ½ inch wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
  - 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
  - 3. Space anchors as indicated, but not more than 24 inches o.c. vertically and 36 inches o.c. horizontally.

### 3.10 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 preformed control-joint gaskets designed to fit standard sash block.
- C. Form expansion joints in brick as follows:
  - 1. Build flanges of factory-fabricated, expansion-joint units into masonry.
  - 2. Build in compressible joint fillers where indicated.
  - 3. Form open joint full depth of brick wythe and of width indicated, but not less than 3/8 inch for installation of sealant and backer rod specified in Section 079200 "Joint Sealants."
- D. Provide horizontal, pressure-relieving joints by either leaving an air space or inserting a compressible filler of width required for installing sealant and backer rod specified in Section 079200 "Joint Sealants," but not less than 3/8 inch.
  - 1. Locate horizontal, pressure-relieving joints beneath shelf angles supporting masonry.

### 3.11 LINTELS

- A. Install steel lintels where indicated.
- B. Provide masonry lintels where shown and where openings of more than 12 inches for brick-size units and 24 inches for block-size units are shown without structural steel or other supporting lintels.
- C. Provide minimum bearing of 8 inches at each jamb unless otherwise indicated.

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3.12 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
- B. Install flashing as follows unless otherwise indicated:
  - 1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
  - 2. At multi-wythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches, and 1½ inches into the inner wythe.
  - 3. At masonry-veneer walls, extend flashing through veneer, across air space behind veneer, and up face of sheathing at least 8 inches; with upper edge tucked under building paper or building wrap, lapping at least 4 inches.
  - 4. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
  - 5. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing ½ inch back from outside face of wall and adhere flexible flashing to top of metal drip edge.
  - 6. Cut flexible flashing off flush with face of wall after masonry wall construction is completed.
- C. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.
- D. Install weep vents in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:
  - 1. Use specified products to form weep vents.
  - 2. Space weep vents 24 inches o.c. unless otherwise indicated.
- E. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.

## 3.13 REINFORCED UNIT MASONRY INSTALLATION

- A. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.
- B. 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.

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3.14 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
- B. Inspections: Level 2 special inspections according to the "International Building Code."
  - 1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
  - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
  - 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Testing Prior to Construction: One (1) set of tests.
- D. Clay Masonry Unit Test: For each type of unit provided, according to ASTM C 67 for compressive strength.
- E. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for compressive strength.
- F. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.
- G. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for mortar air content and compressive strength.
- H. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

## 3.15 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 vents, 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.
7. Clean stone trim to comply with stone supplier's written instructions.

3.16 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. 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 053100 - STEEL DECKING

## 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.

## 1.3 SUMMARY

- A. This Section includes the following:

- 1. Roof deck.

- B. Related Sections include the following:

- 1. Division 05 Section "Metal Fabrications" for framing deck openings with miscellaneous steel shapes.

## 1.4 SUBMITTALS

- A. Product Data: For each type of deck, accessory, and product indicated.

- B. Shop Drawings: Show layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.

- 1. Submit shop drawings of all members to be furnished. Detail drawings of the members and their connections shall follow standard practice as set forth in the AISC "Manual of Structural Steel Detailing" (Second Edition). In particular, welding shall be shown, using standard AWS welding symbols. Show on detail drawings the paint to be used.
  - 2. Shop drawings will not be accepted for review by the Engineer unless there is substantial evidence that the General Contractor or Construction manager on the project has reviewed the submittal for compliance with the contract documents and has addressed questions to be responded to by the Contractor. All coordination items with other trades and submittals are to be performed and the submittal marked accordingly before submission. Failure to provide the above will result in the submittal being returned and not reviewed.
  - 3. Contractor shall perform review and schedule shop drawing submittals to permit a minimum of 15 calendar days for review by the Engineer. Shop Drawings will be returned to the Architect for their required review and processing.
  - 4. Shop drawings will not be reviewed unless accompanied by erection drawings which locate and identifies the members. Copies or reproductions of contract drawings will not be accepted or reviewed as shop drawings.
  - 5. Shop drawings shall be submitted in the form of 1 reproducible plus 2 prints.
  - 6. The following is the definitions for the Shop Drawing stamp disposition:

**No Exceptions Taken** - Re-submission is not required unless document is revised.

**Make Corrections Noted** - If checked, fabrication may be undertaken. Contractor is responsible for making noted corrections. Re-submission of record copies are required.

**Revise and Resubmit** - If checked, fabrication may not be undertaken. Resubmit corrected copies for final review, with all changes clouded.

**Rejected** - Resubmit for review.

Corrections or comments made on shop drawings during this review do not relieve the Contractor from compliance with the requirements of the project drawings and specifications. This check is only for the review of general conformance with the information given in the Contract Documents. The Contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes, techniques and sequence of construction, coordinating his work with that of other trades, and performing his work in accordance with OSHA requirements and other sections of the Project Specifications.

- C. Product Certificates: For each type of steel deck, signed by product manufacturer.
- D. Field quality-control test and inspection reports.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that each of the following complies with requirements:
  - 1. Power-actuated mechanical fasteners.
- F. Research/Evaluation Reports: For steel deck.

#### 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency qualified according to ASTM E 329 for testing indicated.
- B. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."
- C. FMG Listing: Provide steel roof deck evaluated by FMG and listed in its "Approval Guide, Building Materials" for Class 1 fire rating and Class 1-90 windstorm ratings.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

#### 1.7 COORDINATION

- A. Coordinate installation of roof deck with roofing installation specified in Division 07 to ensure protection of insulation strips against damage from effects of weather and other causes.

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PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Steel Deck:
    - a. Canam Steel Corp.; The Canam Manac Group.
    - b. Consolidated Systems, Inc.
    - c. Epic Metals Corporation.
    - d. New Millennium Building Systems, LLC.
    - e. Nucor Corp.; Vulcraft Division.
    - f. Substitutions: As provided under Section 012500 "Substitution Procedures".

## 2.2 ROOF DECK

- A. Steel Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 30, and with the following:
1. Galvanized Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade , G60 zinc coating.
  2. Deck Profile: Match existing.
  3. Profile Depth: Match existing.
  4. Design Uncoated-Steel Thickness: Match existing.
  5. Span Condition: Triple span or more.
  6. Side Laps: Overlapped or interlocking seam at Contractor's option.

## 2.6 ACCESSORIES

- A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
- B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
- C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 (4.8-mm) minimum diameter.
- D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.
- E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi (230 MPa), not less than 0.0359-inch (0.91-mm) design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
- F. Column Closures, End Closures, Z-Closures, and Cover Plates: Steel sheet, of same material, finish, and thickness as deck, unless otherwise indicated.

- G. Recessed Sump Pans: Single-piece steel sheet, 0.0747 inch (1.90 mm) thick, of same material and finish as deck, with 3-inch- (76-mm-) wide flanges and sloped recessed pans of 1-1/2-inch (38-mm) minimum depth. For drains, cut holes in the field.
- H. Flat Sump Plate: Single-piece steel sheet, 0.0747 inch (1.90 mm) thick, of same material and finish as deck. For drains, cut holes in the field.
- I. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035, with dry film containing a minimum of 94 percent zinc dust by weight.
- J. Repair Paint: Manufacturer's standard rust-inhibitive primer of same color as primer.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. All components of the roof deck shall be protected from significant damage during shipment and handling. If storage at the jobsite is required, bundles or packages of these materials shall be elevated above the ground, sloped to provide drainage, and protected from the elements with a ventilated waterproof covering.

#### 3.2 INSTALLATION, GENERAL

- A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 30, manufacturer's written instructions, and requirements in this Section.
- B. Install temporary shoring before placing deck panels, if required to meet deflection limitations.
- C. Locate deck bundles to prevent overloading of supporting members.
- D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
  - 1. Align cellular deck panels over full length of cell runs and align cells at ends of abutting panels.
- E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
- H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.

- I. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

### 3.3 ROOF-DECK INSTALLATION

- A. Fasten roof-deck panels to steel supporting members by pneumatic fasteners, and as follows:
  - 1. Fastener: HILTI X-ENP-19-L15 or equal.
  - 2. Fastener Spacing: Fasteners edge and interior ribs of deck units with a minimum of two fasteners per deck unit at each support. Space fasteners as indicated on drawing S6-03.
- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of 1/2 of the span or 18 inches, and as follows:
  - 1. Mechanically fasten with self-drilling, No. 10 diameter or larger, carbon-steel screws.
- C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches (38 mm), with end joints as follows:
  - 1. End Joints: Lapped 2-inches minimum
- D. Roof Sump Pans and Sump Plates: Install over openings provided in roof deck and mechanically fasten flanges to top of deck. Space mechanical fasteners not more than 12 inches (305 mm) apart with at least one fastener at each corner.
  - 1. Install reinforcing channels or zees in ribs to span between supports and mechanically fasten.
- E. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions. mechanically fasten to substrate to provide a complete deck installation.
  - 1. Weld cover plates at changes in direction of roof-deck panels, unless otherwise indicated.
- F. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive according to manufacturer's written instructions to ensure complete closure.

### 3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field welds will be subject to inspection.
- C. Testing agency will report inspection results promptly and in writing to Contractor and Architect.
- D. Remove and replace work that does not comply with specified requirements.

- E. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.7 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.
- C. Galvanized coatings that are significantly damaged shall be repaired. Appropriate galvanized repair paint shall be used, and the paint manufacturer's application instructions shall be followed.

END OF SECTION 053100

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Exterior non-load-bearing wall framing.

1.4 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide cold-formed metal framing capable of withstanding design loads within limits and under conditions indicated.
  - 1. Design Loads: As follows:
    - a. Dead Loads: Weights of materials and construction.
    - b. Wind Loads: Per building code.
  - 2. Deflection Limits: Design framing systems to withstand design loads without deflections greater than the following:
    - a. Exterior Non-Load-Bearing Framing: Horizontal deflection of 1/360 at metal panel and glass and 1/720 at masonry veneer of the wall height.
  - 3. Design framing systems to provide for movement of framing members without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 120 deg F.
  - 4. Design framing system to maintain clearances at openings, to allow for construction tolerances, and to accommodate live load deflection of primary building structure as follows:
    - a. Upward and downward movement of 1 inch.
- B. Cold-Formed Steel Framing, General: Design according to AISI's "Standard for Cold-Formed Steel Framing - General Provisions."
  - 1. Headers: Design according to AISI's "Standard for Cold-Formed Steel Framing - Header Design."
  - 2. Design exterior non-load-bearing wall framing to accommodate horizontal deflection without regard for contribution of sheathing materials.

1.5 SUBMITTALS

- A. Product Data: For each type of cold-formed metal framing product and accessory indicated.
- C. Shop Drawings: Show layout, spacings, sizes, thickness, and types of cold-formed metal framing; fabrication; and fastening and anchorage details, including mechanical fasteners. Show reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.
  - 1. For cold-formed metal framing indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- B. Welding certificates.
- C. Qualification Data: For professional engineer.
- D. Product Test Reports: From a qualified testing agency, unless otherwise stated, indicating that each of the following complies with requirements, based on evaluation of comprehensive tests for current products:
  - 1. Steel sheet.
  - 2. Expansion anchors.
  - 3. Power-actuated anchors.
  - 4. Mechanical fasteners.
  - 5. Vertical deflection clips.
  - 6. Horizontal drift deflection clips
  - 7. Miscellaneous structural clips and accessories.

1.6 QUALITY ASSURANCE

- A. Engineering Responsibility: Preparation of Shop Drawings, design calculations, and other structural data by a qualified professional engineer.
- B. 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 cold-formed metal framing that are similar to those indicated for this Project in material, design, and extent.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM E 329 to conduct the testing indicated.
- D. Product Tests: Mill certificates or data from a qualified independent testing agency indicating steel sheet complies with requirements, including base-metal thickness, yield strength, tensile strength, total elongation, chemical requirements, and metallic-coating thickness.
- E. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code--Steel," and AWS D1.3, "Structural Welding Code--Sheet Steel."

- F. AISI Specifications and Standards: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" and its "Standard for Cold-Formed Steel Framing - General Provisions."
  - 8. Comply with AISI's "Standard for Cold-Formed Steel Framing - Header Design."

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Store cold-formed metal framing, protect with a waterproof covering, and ventilate to avoid condensation.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide cold-formed metal framing by one of the following:
  - 1. Clark Steel Framing.
  - 2. Dietrich Metal Framing; a Worthington Industries Company.
  - 3. Innovative Steel Systems.
  - 4. MarinoWare; a division of Ware Industries.
  - 5. Substitutions: As permitted by Section 012500 "Substitution Requirements".

#### 2.2 MATERIALS

- A. Recycled Content of Steel Products: Provide products with an average recycled content of steel products so postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.
- B. Steel Sheet: ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of grade and coating weight as follows:
  - 1. Grade: As required by structural performance.
  - 2. Coating: G90 or equivalent.
- C. Steel Sheet for Vertical Deflection Clips: ASTM A 653/A 653M, structural steel, zinc coated, of grade and coating as follows:
  - 1. Grade: As required by structural performance.
  - 2. Coating: G90.

#### 2.3 EXTERIOR NON-LOAD-BEARING WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:

1. Minimum Base-Metal Thickness: 0.0428 inch.
  2. Flange Width: 1-5/8 inches.
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:
1. Minimum Base-Metal Thickness: Matching steel studs.
  2. Flange Width: 1-1/4 inches.
- C. Vertical Deflection Clips: Manufacturer's standard bypass or head clips, capable of accommodating upward and downward vertical displacement of primary structure through positive mechanical attachment to stud web.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Dietrich Metal Framing; a Worthington Industries Company.
    - b. MarinoWare, a division of Ware Industries.
    - c. The Steel Network, Inc.
    - d. Substitutions: As permitted by Section 012500 "Substitution Requirements".
- D. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal and lateral loads and transfer them to the primary structure, and as follows:
1. Minimum Base-Metal Thickness: 0.0428.
  2. Flange Width: 1 inch plus the design gap for 1-story structures.
- E. Double Deflection Tracks: Manufacturer's double, deep-leg, U-shaped steel tracks, consisting of nested inner and outer tracks; unpunched, with unstiffened flanges.
1. Outer Track: Of web depth to allow free vertical movement of inner track, with flanges designed to support horizontal and lateral loads and transfer them to the primary structure, and as follows:
    - a. Minimum Base-Metal Thickness: 0.0428 inch.
    - b. Flange Width: 1 inch plus the design gap for 1-story structures.
  2. Inner Track: Of web depth indicated, and as follows:
    - a. Minimum Base-Metal Thickness: 0.0428 inch.
    - b. Flange Width: Insert dimension equal to sum of outer deflection track flange width plus 1 inch.
- F. Drift Clips: Manufacturer's standard bypass or head clips, capable of isolating wall stud from upward and downward vertical displacement and lateral drift of primary structure.

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2.4 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories from steel sheet, ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of same grade and coating weight used for framing members.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
  - 1. Supplementary framing.
  - 2. Bracing, bridging, and solid blocking.
  - 3. Web stiffeners.
  - 4. Anchor clips.
  - 5. End clips.
  - 6. Foundation clips.
  - 7. Gusset plates.
  - 8. Stud kickers, knee braces, and girts.
  - 9. Hole reinforcing plates.
  - 10. Backer plates.

## 2.5 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123/A 123M.
- B. Expansion Anchors: Fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 5 times design load, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
- C. Power-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 10 times design load, as determined by testing per ASTM E 1190 conducted by a qualified independent testing agency.
- D. Mechanical Fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping steel drill screws.
  - 1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.
- E. Welding Electrodes: Comply with AWS standards.

## 2.6 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035.
- B. Cement Grout: Portland cement, ASTM C 150, Type I; and clean, natural sand, ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- C. Nonmetallic, Nonshrink Grout: Premixed, nonmetallic, non-corrosive, non-staining grout containing selected silica sands, portland cement, shrinkage-compensating agents, and

plasticizing and water-reducing agents, complying with ASTM C 1107, with fluid consistency and 30-minute working time.

- D. Shims: Load bearing, high-density multimonomer plastic, non-leaching.
- E. Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to match width of bottom track or rim track members.

## 2.7 FABRICATION

- A. Fabricate cold-formed metal framing and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section.
  - 1. Fabricate framing assemblies using jigs or templates.
  - 2. Cut framing members by sawing or shearing; do not torch cut.
  - 3. Fasten cold-formed metal framing members by welding, screw fastening, clinch fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.
    - a. Comply with AWS D1.3 requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    - b. Locate mechanical fasteners and install according to Shop Drawings, with screw penetrating joined members by not less than three exposed screw threads.
  - 4. Fasten other materials to cold-formed metal framing by welding, bolting, or screw fastening, according to Shop Drawings.
- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies to prevent damage or permanent distortion.
- C. Fabrication Tolerances: Fabricate assemblies level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet (1:960) and as follows:
  - 1. Spacing: Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
  - 2. Squareness: Fabricate each cold-formed metal framing assembly to a maximum out-of-square tolerance of 1/8 inch (3 mm).

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine supporting substrates and abutting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

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3.2 PREPARATION

- A. Before sprayed fire-resistive materials are applied, attach continuous angles, supplementary framing, or tracks to structural members indicated to receive sprayed fire-resistive materials.
- B. After applying sprayed fire-resistive materials, remove only as much of these materials as needed to complete installation of cold-formed framing without reducing thickness of fire-resistive materials below that are required to obtain fire-resistance rating indicated. Protect remaining fire-resistive materials from damage.
- C. Install load bearing shims or grout between the underside of wall bottom track or rim track and the top of foundation wall or slab at stud or joist locations to ensure a uniform bearing surface on supporting concrete or masonry construction.
- D. Install sealer gaskets to isolate the underside of wall bottom track or rim track and the top of foundation wall or slab at stud or joist locations.

## 3.3 INSTALLATION, GENERAL

- A. Cold-formed metal framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed metal framing according to AISI's "Standard for Cold-Formed Steel Framing - General Provisions" and to manufacturer's written instructions unless more stringent requirements are indicated.
- C. Install shop- or field-fabricated, cold-formed framing and securely anchor to supporting structure.
  - 1. Screw, bolt, or weld wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding 1/16 inch (1.6 mm).
- D. Install cold-formed metal framing and accessories plumb, square, and true to line, and with connections securely fastened.
  - 1. Cut framing members by sawing or shearing; do not torch cut.
  - 2. Fasten cold-formed metal framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.
    - a. Comply with AWS D1.3 requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    - b. Locate mechanical fasteners and install according to Shop Drawings, and complying with requirements for spacing, edge distances, and screw penetration.
- E. Install framing members in one-piece lengths unless splice connections are indicated for track or tension members.
- F. Install temporary bracing and supports to secure framing and support loads comparable in intensity to those for which structure was designed. Maintain braces and supports in place,

undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.

- G. Do not bridge building expansion and control joints with cold-formed metal framing. Independently frame both sides of joints.
- H. Install insulation, specified in Division 07 Section "Thermal Insulation," in built-up exterior framing members, such as headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work.
- I. Fasten hole-reinforcing plate over web penetrations that exceed size of manufacturer's standard punched openings.
- J. Erection Tolerances: Install cold-formed metal framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet (1:960) and as follows:
  - 1. Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

#### 3.4 EXTERIOR NON-LOAD-BEARING WALL INSTALLATION

- A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure as indicated.
- B. Fasten both flanges of studs to top and bottom track, unless otherwise indicated. Space studs as follows:
  - 1. Stud Spacing: 16 inches maximum.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.
- D. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.
  - 1. Install single-leg deflection tracks and anchor to building structure.
  - 2. Install double deep-leg deflection tracks and anchor outer track to building structure.
  - 3. Connect vertical deflection clips to studs and anchor to building structure.
  - 4. Connect drift clips to cold formed metal framing and anchor to building structure.
- E. Install horizontal bridging in wall studs, spaced in rows indicated on Shop Drawings but not more than 48 inches apart. Fasten at each stud intersection.
  - 1. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 12 inches of single deflection track. Install a combination of flat, taut, steel sheet straps of width and thickness indicated and stud or stud-track solid blocking of width and thickness matching studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.

## COLD-FORMED METAL FRAMING

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2. Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs.
  3. Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
  4. Bridging: Proprietary-bridging bars installed according to manufacturer's written instructions.
- F. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, fasteners, and stud girts, to provide a complete and stable wall-framing system.

### 3.5 FIELD QUALITY CONTROL

- A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field and shop welds will be subject to testing and inspecting.
- C. Testing agency will report test results promptly and in writing to Contractor and Architect.
- D. Remove and replace work where test results indicate that it does not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### 3.6 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed metal framing with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer that ensure that cold-formed metal framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION 054000



SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Metal Ladders.
  - 2. Metal ships' ladders.
  - 3. Miscellaneous steel trim.
  - 4. Loose lintels.
  - 5. Steel framing and supports for applications where framing and supports are not specified in other Sections.

1.3 COORDINATION

- A. Coordinate installation of metal fabrications that are anchored to or that receive other work. 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.

1.4 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following:
  - 1. Metal ladders.
  - 2. Metal ships' ladders.
  - 3. Miscellaneous steel trim.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Welding certificates.
- C. Research/Evaluation Reports: For post-installed anchors, from ICC-ES.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code - Steel."

## 1.7 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

## 2.2 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- C. Steel Plates, Shapes, and Bars: ASTM A 36.
- D. Steel Pipe: ASTM A 53/A 53M, Standard Weight (Schedule 40) unless otherwise indicated.

## 2.3 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.
- C. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.
  - 1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.

## 2.4 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

## METAL FABRICATIONS

- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

### 2.5 METAL LADDERS

- A. General:
  - 1. Comply with ANSI A14.3.
- B. Steel Ladders:
  - 1. Space side rails 18 inches apart unless otherwise indicated.
  - 2. Side rails: Continuous, 1½-inch-diameter steel pipe.
  - 3. Rungs: 1¼ inch-diameter steel bars.
  - 4. Fit rungs in centerline of side rails; plug-weld and grind smooth on outer rail faces.
  - 5. Provide nonslip surfaces on top of each rung, either by coating rung with aluminum-oxide granules set in epoxy-resin adhesive or by using a type of manufactured rung filled with aluminum-oxide grout.
  - 6. Galvanize and prime exterior ladders, including brackets.
  - 7. Prime interior ladders, including brackets and fasteners.

**2.6 METAL SHIPS' LADDERS**

- A. Provide metal ships' ladders where indicated. Fabricate of open-type construction with channel or plate stringers and pipe and tube railings unless otherwise indicated. Provide brackets and fittings for installation.
  - 1. Treads shall be not less than 5 inches exclusive of nosing or less than 8½ inches including the nosing, and riser height shall be not more than 9½ inches.
  - 2. Fabricate ships' ladders, including railings from steel.
  - 3. Fabricate treads from welded or pressure-locked steel bar grating. Limit openings in gratings to no more than ½ inch in least dimension.
  - 4. Comply with applicable railing requirements in Section 055213 "Pipe and Tube Railings."
- B. Prime steel ships' ladders, including treads, railings, brackets, and fasteners.

**2.7 MISCELLANEOUS STEEL TRIM**

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
- C. Galvanize miscellaneous steel trim.

**2.8 LOOSE STEEL LINTELS**

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.
- B. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span, but not less than 8 inches unless otherwise indicated.
- C. Galvanize and prime loose steel lintels located in exterior walls.

**2.9 MISCELLANEOUS MATERIALS**

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- B. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.10 FINISHES, GENERAL

- A. Finish metal fabrications after assembly.
- B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.11 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153 for steel and iron hardware and with ASTM A 123 for other steel and iron products.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

3.3 ADJUSTING AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 055000

SECTION 055213 - PIPE AND TUBE RAILINGS

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. Steel pipe railings.

1.3 COORDINATION

- A. Coordinate installation of anchorages for railings. 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.

1.4 ACTION SUBMITTALS

- A. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- B. Samples: For each type of exposed finish required.
  - 1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
  - 2. Fittings and brackets.
- C. Delegated-Design Submittal: For railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Welding certificates.
- C. Product Test Reports: For pipe and tube railings, for tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.
- D. Evaluation Reports: For post-installed anchors, from ICC-ES.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1, "Structural Welding Code - Steel."

## 1.7 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design railings, including attachment to building construction.
- B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guards:

- a. Uniform load of 50 lbf/ ft. applied in any direction.
- b. Concentrated load of 200 lbf applied in any direction.
- c. Uniform and concentrated loads need not be assumed to act concurrently.

2. Infill of Guards:

- a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.
- b. Infill load and other loads need not be assumed to act concurrently.

- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C, material surfaces).

### 2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

### 2.3 STEEL AND IRON

- A. Pipe: ASTM A 53, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.

1. Provide galvanized finish for exterior installations and where indicated.

- B. Plates, Shapes, and Bars: ASTM A 36.

## 2.4 FASTENERS

- A. General: Provide the following:
  - 1. Hot-Dip Galvanized Railings: Type 304 stainless-steel or hot-dip zinc-coated steel fasteners complying with ASTM A 153 or ASTM F 2329 for zinc coating.
  - 2. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Fasteners for Interconnecting Railing Components:
  - 1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
  - 2. Provide Phillips tamper-resistant flat-head machine screws for exposed fasteners unless otherwise indicated.
- D. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors capable of sustaining, without failure, a load equal to 6 times the load imposed when installed in unit masonry and 4 times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
  - 1. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

## 2.5 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
  - 1. For railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.
- B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- D. Shop Primers: Provide primers that comply with Section 099113 "Exterior Painting".
- E. Intermediate Coats and Topcoats: Provide products that comply with Section 099113 "Exterior Painting".
- F. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for exterior applications.

- G. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
  - 1. Water-Resistant Product: At exterior locations provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

## 2.6 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that are exposed to weather in a manner that excludes water. Provide weep holes where water may accumulate.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove flux immediately.
  - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- I. Form Changes in Direction as Follows:
  - 1. As detailed.
- J. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- K. Close exposed ends of railing members with prefabricated end fittings.

- L. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
- M. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
- N. Provide steel sleeves not less than 6 inches long with inside dimensions not less than ½ inch greater than outside dimensions of post, with metal plate forming bottom closure.

## 2.7 STEEL AND IRON FINISHES

- A. Galvanized Railings:
  - 1. Hot-dip galvanize exterior steel railings, including hardware, after fabrication.
  - 2. Comply with ASTM A 123 for hot-dip galvanized railings.
  - 3. Comply with ASTM A 153 for hot-dip galvanized hardware.
  - 4. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
- C. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner.
- D. Shop-Painted Finish: Comply with Section 099113 "Exterior Painting."
  - 1. Color: As selected by Architect and Owner from manufacturer's full range.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
  - 1. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
  - 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
  - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed ¼ inch in 12 feet.
- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.

- E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

### 3.2 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- B. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches of post.

### 3.3 ANCHORING POSTS

- A. Use metal sleeves for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Leave anchorage joint exposed with 1/8-inch buildup, sloped away from post.

### 3.4 ADJUSTING AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A 780.

### 3.5 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

END OF SECTION 055213

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. Rooftop equipment bases and support curbs.
  - 2. Wood blocking, cants, and nailers.
  - 3. Plywood backing panels.

1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal (38 mm actual) size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater size but less than 5 inches nominal (114 mm actual) size in least dimension.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Preservative-treated wood.
  - 2. Power-driven fasteners.

1.6 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.

1.7 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. Regional Materials: Dimension lumber, except treated materials, shall be manufactured within 500 miles (800 km) of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site.
- B. 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. Dress lumber, S4S, unless otherwise indicated.
- C. Maximum Moisture Content of Lumber: 15 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
  - 2. For exposed items indicated to receive a stained or natural finish, chemical formulations shall not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all miscellaneous carpentry unless otherwise indicated.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

## MISCELLANEOUS ROUGH CARPENTRY

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1. Blocking.
2. Nailers.
3. Rooftop equipment bases and support curbs.
4. Cants.

- B. 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.
- C. 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.
- D. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

### 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 carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide stainless steel fasteners.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Screws for Fastening to Metal Framing: ASTM C 954, length as recommended by screw manufacturer for material being fastened.
- D. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- E. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 or ICC-ES AC308 as appropriate for the substrate.
1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
  2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

### 2.5 PLYWOOD BACKING PANELS

- A. Plywood Backing Panels: Plywood, DOC PS 1, Exterior, A-C, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2-inch (13-mm) nominal thickness.

### 2.6 MISCELLANEOUS MATERIALS

1. Adhesives shall have a VOC content of 70 g/L or less.

## MISCELLANEOUS ROUGH CARPENTRY

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- B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Do not splice structural members between supports unless otherwise indicated.
- D. 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.
- E. Sort and select lumber so that natural characteristics do 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.
- F. Securely attach 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. ICC-ES evaluation report for fastener.
- G. Use stainless 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 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

## MISCELLANEOUS ROUGH CARPENTRY

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- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

### 3.3 PLYWOOD BACKING PANEL INSTALLATION

- A. Install plywood backing panels by fastening to substrate as indicated on Drawings.

### 3.4 PROTECTION

- A. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053



SECTION 070150.19 - PREPARATION FOR REROOFING

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. Full tear-off of roof system areas indicated.
- 2. Removal of base flashings.

B. Related Requirements:

- 1. Section 011000 "Summary" for use of the premises and phasing requirements.
- 2. Section 015000 "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.
- B. Full Roof Tear-Off: Removal of existing roofing system from deck.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, sections, and details.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
  - 1. Include certificate that Installer is licensed to perform asbestos abatement.
- B. Fastener pull-out test report.
- C. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.
- D. Landfill Records: Indicate receipt and acceptance of demolished roofing materials and hazardous wastes, such as asbestos-containing materials, by a landfill facility licensed to accept them.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Licensed to perform asbestos abatement in the state or jurisdiction where Project is located.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Reroofing Conference: Conduct conference at Project site.
  - 1. Meet with Owner; Architect; Owner's insurer if applicable; testing and inspecting agency representative; roofing system manufacturer's representative; roofing Installer, including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing, including installers of roof deck, roof accessories, and roof-mounted equipment.
  - 2. Review methods and procedures related to roofing system tear-off and replacement, including, but not limited to, the following:
    - a. Reroofing preparation, including roofing system manufacturer's written instructions.
    - b. Temporary protection requirements for existing roofing system components that are to remain.
    - c. Existing roof drains and roof drainage during each stage of reroofing, and roof-drain plugging and plug removal.
    - d. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to avoid delays.
    - e. Existing roof deck conditions requiring notification of Architect.
    - f. Existing roof deck removal procedures and Owner notifications.
    - g. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
    - h. Structural loading limitations of roof deck during reroofing.
    - i. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that affect reroofing.
    - j. HVAC shutdown and sealing of air intakes.
    - k. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
    - l. Asbestos removal and discovery of asbestos-containing materials.
    - m. Governing regulations and requirements for insurance and certificates if applicable.
    - n. Existing conditions that may require notification of Architect before proceeding.

1.7 FIELD CONDITIONS

- A. Existing Roofing System: Spray-on foam roofing.
- B. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations are not disrupted. Provide Owner with not less than seventy-two (72) hours' notice of activities that may affect Owner's operations.
  - 1. Coordinate work activities daily with Owner so Owner can place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and

## PREPARATION FOR REROOFING

- fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
- 2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Conditions existing at time of inspection for bidding are maintained by Owner as far as practical.
  - 1. The results of an analysis of test cores from existing roofing system are available for Contractor's reference.
- F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
  - 1. Remove only as much roofing in one (1) day as can be made watertight in the same day.
- G. Hazardous Materials: A report on the presence of hazardous materials is part of the contract documents. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except according to procedures specified elsewhere in the Contract Documents.
  - 3. Coordinate reroofing preparation with hazardous material remediation to prevent water from entering existing roofing system or building.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY PROTECTION MATERIALS

- A. Expanded Polystyrene (EPS) Insulation: ASTM C 578.
- B. Plywood: DOC PS1, Grade CD Exposure 1.
- C. OSB: DOC PS2, Exposure 1.

### 2.2 INFILL AND REPLACEMENT MATERIALS

- A. Use infill materials matching existing roofing system materials unless otherwise indicated.
  - 1. Infill materials are specified in Section 075216 "Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing" unless otherwise indicated.

## PREPARATION FOR REROOFING

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- B. Repair of Concrete deck is specified in Section 030130 "Maintenance of Cast-in-Place Concrete."
- C. Wood blocking, curbs, and nailers are specified in Section 061000 "Rough Carpentry."
- D. Plywood sheathing is specified in Section 061600 "Sheathing."

### 2.3 AUXILIARY REROOFING MATERIALS

- A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new roofing system.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Shut off rooftop utilities and service piping before beginning the Work.
- B. Test existing roof drains to verify that they are not blocked or restricted. Immediately notify Architect of any blockages or restrictions.
- C. Protect existing roofing system that is not to be reroofed.
  - 1. Loosely lay 1-inch-minimum thick, expanded polystyrene (EPS) insulation over existing roofing in areas indicated. Loosely lay 15/32-inch plywood or OSB panels over EPS. Extend EPS past edges of plywood or OSB panels a minimum of 1 inch.
  - 2. Limit traffic and material storage to areas of existing roofing that have been protected.
  - 3. Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of reroofing.
- D. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- E. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- F. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing roofing system components that are to remain.

### 3.2 ROOF TEAR-OFF

- A. General: Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.

- B. Full Roof Tear-Off: Where indicated, remove existing roofing and other roofing system components down to the deck.
  - 1. Remove substrate board, vapor retarder, roof insulation and cover board.
  - 2. Remove wood blocking, curbs, and nailers.
  - 3. Bitumen and felts that are firmly bonded to concrete decks are permitted to remain if felts are dry. Remove unadhered bitumen, unadhered felts, and wet felts.
  - 4. Remove excess asphalt from concrete deck. A maximum of 15 lb/100 sq. ft. of asphalt is permitted to remain on concrete decks.
  - 5. Remove fasteners from deck.

### 3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263 or by pouring 1 pint of hot roofing asphalt on deck at start of each day's work and at start of each roof area or plane. Do not proceed with roofing work if moisture condenses under plastic sheet or if asphalt test sample foams or can be easily and cleanly stripped after cooling.
- C. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect. Do not proceed with installation until directed by Architect.
- D. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.
- E. Provide additional deck securement as recommended by manufacturer.
- F. Repair concrete deck as directed by Architect. Deck repair will be paid for by adjusting the Contract Sum according to allowances and unit prices included in the Contract Documents.
- G. Replace plywood roof sheathing as directed by Architect. Roof sheathing replacement will be paid for by adjusting the Contract Sum according to unit prices and allowances included in the Contract Documents.

### 3.4 INFILL MATERIALS INSTALLATION

- A. Immediately after roof tear-off, and inspection and repair, if needed, of deck, fill in tear-off areas to match existing roofing system construction.
  - 1. Installation of infill materials is specified in Section 075216 "Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing."
  - 2. Installation of wood blocking, curbs, and nailers is specified in Section 061000 "Rough Carpentry."
- B. Install new roofing patch over roof infill area. If new roofing is installed the same day tear-off is made, roofing patch is not required.

3.5 BASE FLASHING REMOVAL

- A. Remove existing base flashings. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings specified in Section 076200 "Sheet Metal Flashing and Trim."
- C. Inspect parapet sheathing, wood blocking, curbs, and nailers for deterioration and damage. If parapet sheathing, wood blocking, curbs, or nailers have deteriorated, immediately notify Architect.
- D. When directed by Architect, replace parapet framing, wood blocking, curbs, and nailers to comply with Section 061000 "Rough Carpentry."

3.6 FASTENER PULL-OUT TESTING

- A. Retain independent testing and inspecting agency to conduct fastener pull-out tests according to SPRI FX-1, and submit test report to Architect and roofing manufacturer before installing new roofing system.
  - 1. Obtain Architect's and roofing manufacturer's approval to proceed with specified fastening pattern. Architect and roofing manufacturer may furnish revised fastening pattern commensurate with pull-out test results.

3.7 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
  - 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150.19

SECTION 072200 ROOF DECK AND INSULATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes roof insulation over the properly prepared deck substrate.
- B. Related Sections:
  - 1. Section 076200 – Sheet Metal Flashing and Trim.

1.3 REFERENCES

- A. American Society for Testing and materials (ASTM):
  - 1. ASTM A167 Standard Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip.
  - 2. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
  - 3. ASTM B29 Standard Specification for Refined Lead.
  - 4. ASTM B32 Standard Specification for Solder Metal.
  - 5. ASTM C165 Standard Test Method for Measuring Compressive Properties of Thermal Insulation.
  - 6. ASTM C208 Standard Specification for Cellulosic Fiber Insulation Board.
  - 7. ASTM C209 Standard Test Method for Cellulosic Fiber Insulating Board.
  - 8. ASTM C272 Standard Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions.
  - 9. ASTM C1396 Standard Specification for Gypsum Wallboard.
  - 10. ASTM C518 Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
  - 11. ASTM C578 Standard Specification for Perlite Thermal Insulation Board.
  - 12. ASTM C728 Standard Test Methods for Fire Test of Roof Coverings.
  - 13. ASTM C1289 Standard Specification for Faced Rigid Polyisocyanurate Thermal Insulation.
  - 14. ASTM D5 Standard Test Method for Penetration of Bituminous Materials.
  - 15. ASTM D36 Standard Test Method for Softening Point of Bitumen (Ring and Ball Apparatus).
  - 16. ASTM D312 Standard Specification for Asphalt Used in Roofing.
  - 17. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
  - 18. ASTM D1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
  - 19. ASTM D1622 Standard Test Method for Apparent Density of Rigid Cellular Plastics.
  - 20. ASTM D1863 Standard Specification for Mineral Aggregate Used on Built-Up Roofs.

- 21. ASTM D2126 Standard Test Method for Response of Rigid Cellular Plastics to Thermal Humid Aging.
- 22. ASTM D2178 Standard Specification for Asphalt Glass Felts used in Roofing and Waterproofing.
- 23. ASTM D4601 Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
- 24. ASTM D5147 Standard Sampling and Testing Modified Bituminous Sheet Material.
- B. Cast Iron Soil Pipe Institute, Washington, D.C. (CISPI)
- C. Factory Mutual Research (FM):
  - 1. Roof Assembly Classifications.
- D. National Roofing Contractors Association (NRCA):
  - 1. Roofing and Waterproofing Manual.
- E. Underwriters Laboratories, Inc. (UL):
  - 1. Fire Hazard Classifications.
- F. Warnock Hersey (WH):
  - 1. Fire Hazard Classifications.
- G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
- H. Steel Deck Institute, St. Louis, Missouri (SDI)
- I. Southern Pine Inspection Bureau, Pensacola, Florida (SPIB)
- J. Insulation Board, Polyisocyanurate (FS HH-I-1972)
- K. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

#### 1.4 SUBMITTALS

- A. Product Data: Provide manufacturer's specification data sheets for each product in accordance with Division 01 Section Submittal Procedures. 01300.
- B. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.
- C. Provide a sample of each insulation type.
- D. Shop Drawings
  - 1. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.
  - 2. Shop drawing shall include: Outline of roof, location of drains, complete board layout of tapered insulation components, thickness and the average "R" value for the completed insulation system.
- E. Certification

## ROOF DECK AND INSULATION

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1. Submit roof manufacturer's certification that insulation fasteners furnished are acceptable to roof manufacturer.
2. Submit roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

### 1.4 QUALITY ASSURANCE

- A. Fire Classification, ASTM E-108.
- B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM 1-90.
- D. Pre-installation meeting: Refer to Division 07 roofing specifications for pre-installation meeting requirements.

### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.
- C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).
- D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

## PART 2 – PRODUCTS

### 2.1 PRODUCTS, GENERAL

- A. Refer to Division 01 Section "Product Requirements."
- B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
  1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution re-

quests containing specifications without licensed engineer certification shall be rejected for non-conformance.

2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

## 2.2 INSULATION MATERIALS

### A. Thermal Insulation Properties and Approved Insulation Boards.

1. Rigid Polyisocyanurate Roof Insulation; ASTM C1289:
  - a. Qualities: Rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
  - b. Thickness: Minimum 4", (2) layers of 2" each.
  - c. Compliances: UL, WH or FM listed under Roofing Systems.  
Federal Specification HH-I-1972, Class 1.
  - d. Products:
    - 1) ENRGY-3; Johns Manville.
    - 2) Hytherm; Dow.
    - 3) GAFTEMP Isotherm R; GAF.
    - 4) Substitutions: Under provisions of Section 012500 "Substitution Procedures".
2. Roof Board.
  - a. Basis-of-Design Product: USG, Securock.
  - b. Qualities: Nonstructural, noncombustible, homogenous composition panel.
  - c. Board Size: Four by eight feet (4'x8').
  - d. Thickness: One half (1/2) inch.
  - e. R-Value: 0.5.
  - f. Compliances: UL, WH or FM listed under Roofing Systems.
  - g. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

## 2.3 RELATED MATERIALS

- ### A. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer.
1. Manufacturers:
    - a. The Garland Company, Inc.
    - b. Celotex
    - c. Johns Manville
    - d. GAF
    - e. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- ### B. Roof Board Joint Tape: Six (6) inches wide glass fiber mat with adhesive compatible with insulation board facers.

- C. Asphalt: ASTM D312, Type III Steep Asphalt.
- D. Fasteners: Corrosion resistant screw fastener as recommended by roof membrane manufacturer.
  - 1. Factory Mutual Tested and Approved with three (3) inches coated disc for I-90 rating, length required to penetrate metal deck one inch.

### PART 3 – EXECUTION

#### 3.1 EXECUTION, GENERAL

- A. Comply with requirements of Division 01 Section "Execution."

#### 3.2 INSPECTION OF SURFACES

- A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.
  - 1. Verify that work which penetrates roof deck has been completed.
  - 2. Verify that wood nailers are properly and securely installed.
  - 3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
  - 4. Do not proceed until defects are corrected.
  - 5. Do not apply insulation until substrate is sufficiently dry.
  - 6. Broom clean substrate immediately prior to application.
  - 7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
  - 8. Verify that temporary roof has been completed.

#### 3.3 INSTALLATION

- A. Attachment with Mechanical Fasteners
  - 1. Roof board shall be fully attached to the deck with an approved mechanical fastening system. As a minimum, the amount of fasteners shall be in accordance with manufacturer's recommendation for FM I-90 system. Otherwise, a minimum of one fastener per two square feet shall be installed.
  - 2. Filler pieces of insulation require at least two fasteners per piece if size of insulation is less than four square feet.
  - 3. Spacing pattern of fasteners shall be as per manufacturer's recommendations to meet the FM requirements. Placement of any fastener from edge of insulation board shall be a minimum of three inches, and a maximum of six (6) inches.
  - 4. Minimum penetration into deck shall be as recommended by the fastener manufacturer. There is a one (1) inch minimum for metal, wood and structural concrete decks where not specified by the manufacturer. For gypsum and cement-wood fiber decks, penetration shall be determined from pull-out test results with a minimum penetration of one and one-half (1-½) inches.
  - 5. Fully Adhere, with Type III Hot Asphalt, the Polyisocyanurate base layer and tapered layers as per specifications to top of the newly installed vapor barrier.
  - 6. Fully adhere roof board with Type III Hot Asphalt to top of the newly installed tapered polyisocyanurate.

3.4 CLEANING

- A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

3.5 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction.

SECTION 075216      MODIFIED BITUMINOUS PROTECTED MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Hot Applied 2-Ply Asphalt Roofing (StressPly). (2.9) (3.5)
- B. Accessories. (2.16)
- C. Edge Treatment and Roof Penetration Flashings. (2.17)(3.9)

1.2 RELATED SECTIONS

- A. Section 053100 - Steel Decking.
- B. Section 061053 - Miscellaneous Rough Carpentry.
- C. Section 072200 - Roof Deck and Insulation: Insulation and fastening.
- D. Section 076200 - Sheet Metal Flashing and Trim: Weather protection for base flashings.
- E. Section 077100 - Roof Specialties: Counter flashing gravel stops, and fascia.
- F. Section 077200 - Roof Accessories: Roof hatch frame and integral curb; Counter flashing.
- G. Section 221423 - Storm Drainage Piping Specialties: Roof Drains, Sumps.

1.3 REFERENCES

- A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
- B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- C. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
- D. ASTM D 1970 - Specification for Sheet Materials, Self-Adhering Polymer Modified Bituminous, Used as Steep Roofing Underlayment for Ice Dam Protection.
- E. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- F. ASTM D 1227 Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
- G. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- H. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used as a Protective Coating for Roofing.

## MODIFIED BITUMINOUS MEMBRANE ROOFING

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- I. ASTM D 2822 Standard Specification for Asphalt Roof Cement.
- J. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.
- K. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
- L. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- M. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- N. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- O. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- P. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.
- Q. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- R. Factory Mutual Research (FM): Roof Assembly Classifications.
- S. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- T. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- U. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- V. Warnock Hersey (WH): Fire Hazard Classifications.
- W. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- X. ASCE 7-05, Minimum Design Loads for Buildings and Other Structures
- Y. UL - Fire Resistance Directory.
- Z. FM Approvals - Roof Coverings and/or RoofNav assembly database.
- AA. FBC - Florida Building Code.
- BB. Miami-Dade Building Code Compliance - N.O.A. (Notice of Acceptance).

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
  - 1. Factory Mutual Class A Rating.
  - 2. Underwriters Laboratory Class A Rating.
  - 3. Warnock Hersey Class A Rating.
- C. Design Requirements:
  - 1. Uniform Wind Uplift Load Capacity
    - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
      - 1) Design Code: ASCE 7-05, Method 2 for Components and Cladding.
      - 2) Category: III.
        - a) Building with an Importance Factor of: 1.15
      - 3) Wind Speed: 100 mph
      - 4) Ultimate Pullout Value: 456 pounds per each of the fastener
        - a) Exposure Category: C.
      - 5) Design Roof Height: 50 feet.
      - 6) Minimum Building Width: 30 feet.
      - 7) Roof Pitch: 1/4 inches per foot.
      - 8) Topographic Factor: 1
      - 9) Roof Area Design Uplift Pressure:
        - a) Zone 1 - Field of roof 32.3 psf
        - b) Zone 2 - Eaves, ridges, hips and rakes 54.2 psf
        - c) Zone 3 - Corners 81.6 psf
  - 2. Snow Load: 30 psf.
    - a. Live Load: 20 psf, or not to exceed original building design.
- D. Energy Star: Roof System shall comply with the initial and aged reflectivity required by the U.S. Federal Government's Energy Star program.
- E. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.
- F. Roof system shall have been tested in compliance with the following codes and test requirements:
  - 1. Underwriters Laboratories:
    - a. Certification TGFU.R
  - 2. Warnock Hersey
    - a. ITS Directory of Listed Products
  - 3. FM Approvals:
    - a. RoofNav Website
- G. FM Global Requirements: Contractor must do one of the following:
  - 1. Engage an independent testing agency to perform Roof Wind Uplift Test in accordance with FM Global Data Sheet 1-52 "Field Verification of Roof Wind Uplift Resistance." This test must be witnessed by Owner's Representative.

OR

2. Engage a full-time visual construction observer (VCO) during the roof system installation. VCO to record observations per FM Global Data Sheet 1-52, Section 3.5.

#### 1.5 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  1. Preparation instructions and recommendations.
  2. Storage and handling requirements and recommendations.
  3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7-10 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins. Report shall be signed and sealed by a Professional Engineer registered in the State of the Project who has provided roof system attachment analysis for not less than 5 consecutive years.
- E. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- F. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.
- G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

#### 1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Manufacturer: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification and minimum twelve years and experience.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

#### 1.7 PRE-INSTALLATION MEETINGS

- A. Convene, at the site, minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
  - 1. Record minutes of the conference and provide copies to all parties present.
  - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
  - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 40 degree F (4 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

#### 1.9 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

#### 1.10 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

#### 1.11 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
  - 1. Warranty Period:
    - a. 30 years from date of acceptance, non-prorated and no dollar limit.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis-of-Design Manufacturer: Garland Company, Inc.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Certain Teed Corp.
  - 2. Firestone Building Products.
  - 3. Substitutions: As permitted by Section 012500 "Substitution Procedures".

#### 2.2 HOT APPLIED 2-PLY ASPHALT ROOFING - STRESSPLY or Equal Substitute.

- A. Base (Ply) Sheet:
  - 1. StressBase 80 or Equal: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 5147.
    - a. Tensile Strength, ASTM D 5147
    - b. 2 in/min. @ 73.4 & plusmn; 3.6 degrees F MD 100 lbf/in XD 100 lbf/in
    - c. Tear Strength, ASTM D 5147
    - d. 2 in/min. @ 73.4 & plusmn; 3.6 degrees F MD 110 lbf XD 110 lbf
    - e. Elongation at Maximum Tensile, ASTM D 5147
    - f. 2 in/min. @ 73.4 & plusmn; 3.6 degrees F MD 2.5 % XD 2.5 %
  - 2. Low Temperature Flexibility, ASTM D 5147, Passes -20 degrees F (-28.8 degrees C)
- B. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with interply adhesive.
  - 1. StressPly E FR Mineral (Environmental) or Equal: StressPly E FR Mineral (Environmental): 160 mil SBS and SIS (Styrene-Butadiene-Styrene and

## MODIFIED BITUMINOUS MEMBRANE ROOFING

- Styrene-Isoprene-Styrene) mineral surfaced rubber modified roofing membrane with fire retardant characteristics and reinforced with a dual fiberglass scrim and polyester scrim. ASTM D 6162, Type III Grade G
- a. Tensile Strength, ASTM D 5147
  - b. 2 in/min. @ 73.4 &plusmn; 3.6 degreesF MD 500 lbf/in XD 550 lbf/in
  - c. Tear Strength, ASTM D 5147
  - d. 2 in/min. @ 73.4 &plusmn; 3.6 degreesF MD 900 lbf XD 950 lbf
  - e. Elongation at Maximum Tensile, ASTM D 5147
  - f. 2 in/min. @ 73.4 &plusmn; 3.6 degreesF MD 6.0% XD 6.0%
2. Low Temperature Flexibility, ASTM D 5147, Passes -30 degreesF (-34 degrees C)
- C. InterPly Adhesive: (1 and 2)
1. Generic Type III Asphalt: Hot Bitumen, ASTM D 312, Type III steep asphalt having the following characteristics:
    - a. Softening Point 185 degreesF - 205 degreesF
    - b. Flash Point 500 degreesF
    - c. Penetration @ 77 degreesF 15-35 units
  2. Ductility @ 77 degreesF 2.5 cm
- D. Flashing Base Ply:
1. HPR Tri-Base Premium or Equal: 60 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass and polyester composite scrim, performance requirements according to ASTM D 5147:
    - a. Tensile Strength, ASTM D 5147:
      - 1) 2 in/min. @ 73.4 &plusmn; 3.6 degreesF: MD 315 lbf/in XD 315lbf/in
    - b. Tear Strength, ASTM D5147:
    - c. 2 in/min. @ 73.4 &plusmn; 3.6 degreesF MD 550 lbf XD 550 lbf
    - d. Elongation at Maximum Tensile, ASTM D5147:
  2. 2 in/min. @ 73.4 &plusmn; 3.6 degreesF MD 5.0% XD 6.0%
- E. Flashing Cap (Ply) Sheet
1. StressPly E FR Mineral (Environmental) or Equal: StressPly E FR Mineral (Environmental): 160 mil SBS and SIS (Styrene-Butadiene-Styrene and Styrene-Isoprene-Styrene) mineral surfaced rubber modified roofing membrane with fire retardant characteristics and reinforced with a dual fiberglass scrim and polyester scrim. ASTM D 6162, Type III Grade G
    - a. Tensile Strength, ASTM D 5147
    - b. 2 in/min. @ 73.4 &plusmn; 3.6 degreesF MD 500 lbf/in XD 550 lbf/in
    - c. Tear Strength, ASTM D 5147
    - d. 2 in/min. @ 73.4 &plusmn; 3.6 degreesF MD 900 lbf XD 950 lbf
    - e. Elongation at Maximum Tensile, ASTM D 5147
    - f. 2 in/min. @ 73.4 &plusmn; 3.6 degreesF MD 6.0% XD 6.0%
  2. Low Temperature Flexibility, ASTM D 5147, Passes -30 degreesF (-34 degreesC)
- F. Flashing Ply Adhesive:
1. Generic Type III Asphalt: Hot Bitumen, ASTM D 312, Type III steep asphalt having the following characteristics:
    - a. Softening Point 185 degreesF - 205 degreesF
    - b. Flash Point 500 degreesF

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## MODIFIED BITUMINOUS MEMBRANE ROOFING

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- c. Penetration @ 77 degreesF 15-35 units
- 2. Ductility @ 77 degreesF 2.5 cm

### G. Surfacing:

- 1. Surface Coatings
  - a. Surfacing: Apply white acrylic coating ASTM G 26.
    - 1) Pyramic or Equal: White Elastomeric Roof Coating: Pyramic; Energy Star approved white acrylic roof coating:
      - a) Weight/Gallon 12 lbs./gal. (1.44 g/cm<sup>3</sup>)
      - b) Non-Volatile % (ASTM D 1644) 66 min
  - b. Reflectance 81%

## 2.3 ACCESSORIES:

- A. Roof Insulation: In accordance with Section 07220.
- B. Vapor Retarder: HPR Glasfelts or Equal, inorganic asphalt impregnated felts conforming to ASTM D 2178, Type IV. Install two plies set in 25 lbs. of Type III Hot Asphalt per square per ply on the properly prepared surface.
  - 1. Tensile Strength, ASTM D 2178
    - a. MD 44 lbf/in (7.7 kN/m) XD 44 lbf/in (7.7 kN/m)
- C. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall be self-clinching type of penetrating type as recommended by the deck manufacturer. Fasten nails and fasteners flush-driven through flat metal discs not less than 1 inch (25 mm) diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than 1 inch (25 mm) diameter are used.
- D. Urethane Sealant - Tuff-Stuff or Equal: One part, non-sag sealant as approved and furnished by the membrane manufacturer for moving joints.
  - 1. Tensile Strength, ASTM D 412: 250 psi
  - 2. Elongation, ASTM D 412: 950%
  - 3. Hardness, Shore A ASTM C 920: 35
  - 4. Adhesion-in-Peel, ASTM C 92: 30 pli
- E. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.
- F. Pitch Pocket Sealer - Seal-Tite or Equal : Two part, 100% solids, self-leveling, polyurethane sealant for filling pitch pans as recommended and furnished by the membrane manufacturer.
  - 1. Durometer, ASTM D 2240: 40-50 Shore
  - 2. Elongation, ASTM D 412: 250%
  - 3. Tensile Strength, ASTM D 412: 200 @ 100 mil

## 2.4 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.
- B. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.

- C. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- D. Fabricated Flashings: Fabricated flashings and trim are specified in Section 07 62 00.
  - 1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.
- E. Manufactured Roof Specialties: Manufactured copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07 62 00.
  - 1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

#### 3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
  - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
  - 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
  - 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
  - 4. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
  - 5. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
  - 6. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

#### 3.3 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National

Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.

- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
  - 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
  - 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

### 3.4 INSTALLATION HOT APPLIED ROOF SYSTEM

- A. Base/Felt Ply(s): Install base sheet or felt plies (vapor barrier) in twenty five (25) lbs (11.3kg) per square of bitumen shingled uniformly to achieve one or more plies over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof. Do not step on base rolls until asphalt has cooled, fish mouths should be cut and patched.
  - 1. Lap ply sheet ends 8 inches (203 mm). Stagger end laps 2 inches (304mm) minimum.
  - 2. Install base flashing ply to all perimeter and projection details after membrane application.
  - 3. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
  - 4. Install base flashing ply to all perimeter and projection details.
  - 5. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.
- B. Modified Cap Ply(s): Solidly bond the modified membrane to the base layers with specified material at the rate of 25 to thirty 30 lbs. (11-13kg) per 100 square feet.
  - 1. Roll must push a puddle of hot material in front of it with material slightly visible at all side laps. Use care to eliminate air entrapment under the membrane. Exercise care during application to eliminate air entrapment under the membrane.
  - 2. Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
  - 3. Install subsequent rolls of modified membrane as above with a minimum of 4 inch (101 mm) side laps and 8 inch (203 mm) end laps. Stagger end laps. Apply membrane in the same direction as the previous layers but stagger the laps so they do not coincide with the laps of the base layers.
  - 4. Apply hot material no more than 5 feet (1.5 m) ahead of each roll being embedded.

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5. Extend membrane 2 inches (50 mm) beyond top edge of all cants in full moppings of the specified hot material.
- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
  1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
  2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
  3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
  4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.
- G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
  1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
  2. Prepare all walls, penetrations, expansion joints and surfaces to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
  3. Adhere to the underlying base flashing ply with specified hot material unless otherwise noted in these specifications. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
  4. Solidly adhere the entire sheet of flashing membrane to the substrate.
  5. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and mesh.
  6. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work as specified.
  7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
- H. Flashing Cap Ply: Install flashing cap sheets by the same application method used for the base ply.
  1. Seal curb, wall and parapet flashings with an application of mastic and mesh

on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.

2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
6. All stripping shall be installed prior to flashing cap sheet installation.
7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.

I. Surface Coatings: Apply roof coatings in strict conformance with the manufacturer's recommended procedures.

J. Roof Walkways: Provide walkways in areas indicated on the Drawings.

### 3.5 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

#### A. Metal Edge:

1. Inspect the nailers to assure proper attachment and configuration.
2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at 8 inches (203 mm) o.c.
3. Install continuous cleat and fasten at 6 inches (152 mm) o.c.
4. Install new metal edge hooked to continuous cleat and set in bed of roof cement. Fasten flange to wood nailers every 3 inches (76 mm) o.c. staggered.
5. Prime metal edge at a rate of 100 square feet per gallon and allow to dry.
6. Strip in flange with base flashing ply covering entire flange in bitumen with 6 inches (152 mm) on to the field of roof. Assure ply laps do not coincide with metal laps.
7. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Seal outside edge with rubberized cement.

#### B. Raised Metal Edge:

1. Inspect the nailer to assure proper attachment and configuration.
2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at 8 inches (203 mm) o.c.
3. Install continuous cleat and fasten at 6 inches (152 mm) o.c.
4. Install new metal edge hooked to continuous cleat and set in bed of roof cement. Fasten flange to wood nailer every 3 inches (76 mm) o.c. staggered.
5. Prime metal edge at a rate of 100 square feet per gallon and allow to dry.
6. Strip in flange with base flashing ply covering entire flange in bitumen with 6 inches (152 mm) on to the field of roof. Assure ply laps do not coincide with metal laps.

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7. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof.
- C. Coping Cap:
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm). Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
  2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
  3. Attach tapered board to top of wall.
  4. Install base flashing ply covering entire wall and wrapped over top of wall and down face with 6 inches (152 mm) on to field of roof and set in cold asphalt. Nail membrane at 8 inches (203 mm) o.c.
  5. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams and allow to cure and aluminize.
  6. Install continuous cleat and fasten at 6 inches (152 mm) o.c. to outside wall.
  7. Install new metal coping cap hooked to continuous cleat.
  8. Fasten inside cap 24 inches (609 mm) o.c. with approved fasteners and neoprene washers through slotted holes, which allow for expansion and contraction.
- D. Through Wall Counterflashing:
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
  2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
  3. Install base flashing ply covering wall with 6 inches (152 mm) on to field of the roof.
  4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and apply specified coating.
  5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall at 8 inches (203 mm) o.c. Alternatively use caulk to replace the butyl tape.
  6. Install counterflashing in through wall reglet.
- E. Base Flashing For Non-Supported Deck:
1. Inspect the nailer to assure proper attachment and configuration. The wood cant strip should be mechanically attached to the vertical and horizontal wood nailers.
  2. Install compressible insulation in neoprene cradle between wall and vertical wood nailer.
  3. Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
  4. Install base flashing ply covering entire wall and wrapped to top of wood nailer with 6 inches (152 mm) on to field of the roof. Nail membrane at 8 inches (203 mm) o.c.
  5. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and apply specified coating.

6. Attach counterflashing through wall flashing at a spacing of 24 inches (609 mm) o.c.
- F. Expansion Joint:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Chamfer top of curb. Prime vertical curb at a rate of 100 square feet per gallon and allow to dry.
  2. Mechanically attach wood cant to expansion joint nailers. Run all field plies over cant a minimum of 2 inches (50 mm).
  3. Install compressible insulation in neoprene cradle.
  4. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
  5. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Attach top of membrane to top of curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and apply specified coating.
  6. Install pre-manufactured expansion joint cover. Fasten sides at 12 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
- G. Equipment Support:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
  2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
  3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
  4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Attach top of membrane to top of curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and apply specified coating.
  5. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
  6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.
- H. Curb Detail/Air Handling Station:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
  2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
  3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
  4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and apply specified coating.
  5. Install pre-manufactured counterflashing with fasteners and neoprene washers

## MODIFIED BITUMINOUS MEMBRANE ROOFING

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6. or per manufacturer's recommendations.
  6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.
- I. Pre-manufactured Curb For Equipment Support:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
  2. Run all field plies over cant of the pre-manufactured equipment support a minimum of 2 inches.
  3. Install base flashing ply covering pre-manufactured curb with 6 inches (152 mm) on to field of the roof.
  4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and apply specified coating.
  5. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
  6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.
- J. Exhaust Fan:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
  2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
  3. Install base flashing ply covering curb with 6 inches (152 mm) on to field of the roof.
  4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and apply specified coating.
  5. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.
- K. Roof Drain:
1. Plug drain to prevent debris from entering plumbing.
  2. Taper insulation to drain minimum of 24 inches (609 mm) from center of drain.
  3. Run roof system plies over drain. Cut out plies inside drain bowl.
  4. Set lead/copper flashing (30 inch square minimum) in 1/4 inch bed of mastic. Run lead/copper into drain a minimum of 2 inches (50 mm). Prime lead/copper at a rate of 100 square feet per gallon and allow to dry.
  5. Install base flashing ply (40 inch square minimum) in bitumen.
  6. Install modified membrane (48 inch square minimum) in bitumen.
  7. Install clamping ring and assure that all plies are under the clamping ring.
  8. Remove drain plug and install strainer.
- L. Roof Drain Alternate:
1. Plug drain to prevent debris from entering plumbing.
  2. Taper insulation to drain minimum of 24 inches (609 mm) from center of

## MODIFIED BITUMINOUS MEMBRANE ROOFING

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- drain.
  3. Install two base flashing plies (40 inch square minimum) in bitumen.
  4. Set lead/copper flashing (30 inch square minimum) in 1/4 inch (6 mm) bed of mastic. Run lead/copper into drain a minimum of 2 inches (50 mm). Prime lead/copper at a rate of 100 square feet per gallon and allow to dry.
  5. Run roof system plies over drain. Cut out plies inside drain bowl.
  6. Install modified membrane (48 inch square minimum) in bitumen.
  7. Install clamping ring and assure that all plies are under the clamping ring.
  8. Remove drain plug and install strainer.
- M. Plumbing Stack:
1. Minimum stack height is 12 inches (609 mm).
  2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
  3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6 mm) bed of roof cement.
  4. Install base flashing ply in bitumen.
  5. Install membrane in bitumen.
  6. Caulk the intersection of the membrane with elastomeric sealant.
  7. Turn sleeve a minimum of 1 inch (25 mm) down inside of stack.
- N. Heat Stack:
1. Minimum stack height is 12 inches (609 mm).
  2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
  3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6 mm) bed of roof cement.
  4. Install base flashing ply in bitumen.
  5. Install modified membrane in bitumen.
  6. Caulk the intersection of the membrane with elastomeric sealant.
  7. Install new collar over cape. Weld collar or install stainless steel draw band.
- O. Pitch Pocket:
1. Run all plies up to the penetration.
  2. Place the pitch pocket over the penetration and prime all flanges.
  3. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6 inches (152 mm) onto field of roof.
  4. Install second layer of modified membrane extending 9 inches (228 mm) onto field of the roof.
  5. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.
  6. Caulk joint between roof system and pitch pocket with roof cement.
- P. Pitch Pocket Umbrella:
1. Run all plies up to the penetration.
  2. Place the pitch pocket over the penetration and prime all flanges.
  3. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6 inches (152 mm) onto field of roof.
  4. Install second layer of modified membrane extending 9 inches (228 mm) onto field of the roof.
  5. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.

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6. Caulk joint between roof system and pitch pocket with roof cement.
7. Place a watershedding type bonnet over the top of the pitch pocket and clamp the top with a drawband collar. Caulk the upper edge of the band with an elastomeric sealant.

### 3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

### 3.7 FIELD QUALITY CONTROL

1. Inspection: Provide manufacturer's field observations (daily) and attend job site meetings (if required).
2. Warranty shall be issued upon manufacturer's acceptance of the installation.
3. Field observations shall be performed by a Technical Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
4. Provide daily observation reports from the Technical Representative to the architect indicating procedures followed, weather conditions and any discrepancies found during inspection.

END OF SECTION      075216



## ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

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### SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

#### 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. Adhered ethylene-propylene-diene-monomer (EPDM) roofing system.
2. Roof insulation.

###### B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
3. Section 077129 "Manufactured Roof Expansion Joints" for proprietary manufactured roof expansion-joint assemblies.
4. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.
5. Section 221423 "Storm Drainage Piping Specialties" for roof drains.

##### 1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

##### 1.4 PREINSTALLATION MEETINGS

- A. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.

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## ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

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7. Review governing regulations and requirements for insurance and certificates if applicable.
  8. Review temporary protection requirements for roofing system during and after installation.
  9. Review roof observation and repair procedures after roofing installation.
- 1.5 ACTION SUBMITTALS
- A. Product Data: For each type of product.
  - B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work, including:
    1. Base flashings and membrane terminations.
    2. Tapered insulation, including slopes.
    3. Roof plan showing orientation of steel roof deck and orientation of roofing and fastening spacings and patterns for mechanically fastened roofing.
    4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
  - C. Samples: For the following products:
    1. Sheet roofing, of color required.
    2. Walkway pads or rolls, of color required.
- 1.6 INFORMATIONAL SUBMITTALS
- A. Qualification Data: For Installer and manufacturer.
  - B. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
    1. Submit evidence of complying with performance requirements.
  - C. Product Test Reports: For components of roofing system, tests performed by manufacturer and witnessed by a qualified testing agency.
  - D. Research/Evaluation Reports: For components of roofing system, from ICC-ES.
  - E. Field quality-control reports.
  - F. Sample Warranties: For manufacturer's special warranties.
- 1.7 CLOSEOUT SUBMITTALS
- A. Maintenance Data: For roofing system to include in maintenance manuals.
- 1.8 QUALITY ASSURANCE
- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project.

## ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

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- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
  - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

### 1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

### 1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
  - 1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, metal flashing, roofing accessories, and other components of roofing system.
  - 2. Warranty Period: Thirty (30) years from date of Substantial Completion, non-prorated and no dollar limit.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain components including roof insulation, metal flashing and fasteners for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

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## ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

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### 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
  - 1. Accelerated Weathering: Roofing system shall withstand two thousand (2000) hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
  - 2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Tested by a qualified testing agency to resist the following uplift pressures:
  - 1. Corner Uplift Pressure: 120 lbf/sq. ft.
  - 2. Perimeter Uplift Pressure: 90 lbf/sq. ft.
  - 3. Field-of-Roof Uplift Pressure: 60 lbf/sq. ft.
- D. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- E. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

### 2.3 EPDM ROOFING

- A. EPDM: ASTM D 4637, Type I, non-reinforced, uniform, flexible EPDM sheet.
  - 1. Basis of Design:
    - a. Firestone Building Products; **RubberGard**
  - 2. 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. Johns Manville
    - b. Carlisle Syntec Incorporated
    - c. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  - 3. Thickness: 90 mils, nominal.
  - 4. Exposed Face Color: Black.

## ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

### 2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.
  - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
  - 2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content:
    - a. Plastic Foam Adhesives: 50 g/L.
    - b. Gypsum Board and Panel Adhesives: 50 g/L.
    - c. Multipurpose Construction Adhesives: 70 g/L.
    - d. Fiberglass Adhesives: 80 g/L.
    - e. Single-Ply Roof Membrane Adhesives: 250 g/L.
    - f. Single-Ply Roof Membrane Sealants: 450 g/L.
    - g. Nonmembrane Roof Sealants: 300 g/L.
    - h. Sealant Primers for Nonporous Substrates: 250 g/L.
    - i. Sealant Primers for Porous Substrates: 775 g/L.
    - j. Other Adhesives and Sealants: 250 g/L.
- B. Sheet Flashing: 90-mil-thick EPDM, partially cured or cured, according to application.
- C. Bonding Adhesive: Manufacturer's standard, water based or low-VOC solvent based.
- D. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 6-inch-wide minimum, butyl splice tape with release film.
- E. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- F. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- G. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8-inch thick; with anchors.
- H. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

### 2.5 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by EPDM roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 3, glass-fiber mat facer on both major surfaces.
  - 1. Compressive Strength: 25 psi.

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- C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of ¼ inch per 12 inches unless otherwise indicated.
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

### 2.6 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:

- 1. Full-spread spray-applied, low-rise, two-component urethane adhesive.

- D. Cover Board: ASTM C 1177, glass-mat, water-resistant gypsum substrate.

- 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. Firestone Building Products; **ISOGARD HD**
    - b. Georgia-Pacific Corporation; **Dens Deck**
    - c. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

- E. Cover Board: ASTM C 1278, cellulosic-fiber reinforced, water-resistant gypsum substrate.

- 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. Johns Manville; **JM Securock Gypsum-Fiber Roof Board**
    - b. United States Gypsum Company; **USG Securock Brand Gypsum-Fiber Roof Board**
    - c. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

### 2.7 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, solid-rubber, slip-resisting, surface-textured walkway pads, approximately 3/16-inch thick and acceptable to roofing system manufacturer, in contrasting color as selected by Architect and Owner from manufacturer's full range.

## ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

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### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
  - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
  - 3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 053000 "Steel Decking."
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

#### 3.3 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

#### 3.4 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Install tapered insulation under area of roofing to conform to slopes indicated.
- D. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches or greater, install two (2) or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
- E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.

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- F. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding ¼ inch with insulation.
  - 1. Cut and fit insulation within ¼ inch of nailers, projections, and penetrations.
- G. Mechanically Fastened and Adhered Insulation: Install first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
  - 1. Fasten first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof.
  - 2. Set each subsequent layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
- H. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together.
  - 1. Fasten/Adhere cover boards to resist uplift pressure at corners, perimeter, and field of roof.

### 3.5 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere roofing over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll membrane roofing and allow to relax before installing.
- B. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- C. Accurately align roofing, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps. No step offs allowed. Fill with feather board, clapboard or cut off tapered edge for full support.
- D. Bonding Adhesive: Apply to substrate and underside of roofing at rate required by manufacturer, and allow to partially dry before installing roofing. Do not apply to splice area of roofing.
- E. In addition to adhering, mechanically fasten roofing securely at terminations, penetrations, and perimeters.
- F. Apply roofing with side laps shingled with slope of roof deck where possible.
- G. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement, and firmly roll side and end laps of overlapping roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing terminations.
  - 1. After completion of seams, strip in with 6 inch composite EPDM seam tape centered over seam. Clean seam with splice primer prior to installing stripping.

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- H. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing terminations.
  - 1. After completion of seams, strip in with 6 inch composite EPDM seam tape centered over seam. Clean seam with splice primer prior to installing stripping.
- I. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.
- J. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal membrane roofing in place with clamping ring.

### 3.6 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
  - 1. All base flashing to be 8 inches minimum including all penetrations.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars, where indicated.

### 3.7 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to inspect substrate conditions, surface preparation, membrane application, flashings, protection, and drainage components, and to furnish reports to Architect.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- C. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.

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- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

### 3.9 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates, and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075323

SECTION 076200 SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Provide all labor, equipment, and materials to fabricate and install the following.
  - 1. Edge strip and flashing
  - 2. Fascia, scuppers, and trim.
  - 3. Coping cap at parapets.
  - 4. Expansion joint and area divider covers.
  - 5. Fascia and edge metal.
  - 6. Gutters, scuppers and down spouts.
  - 7. Perforated (screened) chimney cap.
- B. Related Sections:
  - 1. Division 07 Section "Roof Deck and Insulation".
- C. Related Work Specified Elsewhere:
  - 1. Division 06 Section "Rough Carpentry".
  - 2. Division 07 Section "Modified Bituminous Membrane Roofing".

1.3 REFERNECES

- A. American Society for Testing and Materials (ASTM)
  - 1. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (galvannealed) by the Hot-Dip Process.
  - 2. ASTM A792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by Hot Dip Process.
  - 3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
  - 4. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
  - 5. ASTM D692 Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.
- B. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI)
  - 1. ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal.
- C. Warnock Hersey International, Inc., Middleton, WI (WH)
- D. Factory Mutual Research Corporation (FMRC)
- E. Underwriters Laboratories (UL)
- F. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
  - 1. 1993 Edition Architectural Sheet Metal Manual

- G. National Roofing Contractors Association (NRCA)
  - 1. Roofing and Waterproofing Manual
- H. American Society of Civil Engineers (ASCE)
  - 1. ASCE 7-05 Minimum Design Loads for Buildings and Other Structures.

#### 1.4 SUBMITTALS FOR REVIEW

- A. Product Data:
  - 1. Provide manufacturer's specification data sheets for each product.
  - 2. Metal material characteristics and installation recommendations.
  - 3. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.
- B. Samples: Submit two (2) samples, illustrating typical metal edge, coping, gutters, fascia extenders for material and finish.
- C. Shop Drawings
  - 1. For manufactured and ANSI/SPRI approved shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.
  - 2. Indicate material profile, jointing pattern, jointing details, fastening methods, flashing, terminations, and installation details.
  - 3. Indicate type, gauge and finish of metal.
- D. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

#### 1.5 SUBMITTALS FOR INFORMATION

- A. Design Loads: Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the wind uplift and perimeter attachment requirements according to ASCE 7-10 and ANSI/SPRI ES-1. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.
- B. Factory Mutual Research Corporation's (FMRC) wind uplift resistance classification: The roof perimeter flashing shall conform to the requirements as defined by the FMRC Loss Prevention Data Sheet 1-49.
- C. A letter from an officer of the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.:
- D. Mill production reports certifying that the steel thickness are within allowable tolerances of the nominal or minimum thickness or gauge specified.
- E. Certification of work progress inspection. Refer to Quality Assurance Article below.
- F. Certifications:
  - 1. Submit roof manufacturer's certification that metal fasteners furnished are acceptable to roof manufacturer.
  - 2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's

system warranty.

#### 1.6 CONTRACT CLOSEOUT SUBMITTALS

- A. General: Comply with Requirements of Section 01 78 00 – Closeout Submittals.
- B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- C. Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.
- D. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

#### 1.7 QUALITY ASSURANCE

- A. Engage an experienced roofing contractor specializing in sheet metal flashing work with a minimum of five (5) years' experience.
- B. Maintain a full-time supervisor/foreman who is on the job-site at all times during installation. Foreman must have a minimum of five (5) years' experience with the installation of similar system to that specified.
- C. Source Limitation: Obtain components from a single manufacturer. Secondary products which cannot be supplied by the specified manufacturer shall be approved in writing by the primary manufacturer prior to bidding.
- D. Upon request fabricator/installer shall submit work experience and evidence of financial responsibility. The Owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials which may cause discoloration or staining.

#### 1.9 PROJECT CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal edge system.

#### 1.10 DESIGN AND PERFORMANCE CRITERIA

- A. Thermal expansion and contraction:
  - 1. Completed metal edge flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess on structure, anchors or fasteners, or reducing performance ability.

## 1.11 WARRANTIES

- A. Owner shall receive one (1) warranty from manufacturer of roofing materials covering all of the following criteria. Multiple warranties are not acceptable.
  - 1. Pre-finished metal material shall require a written twenty (20)- year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D2244 or chalking excess of 8 unites per ASTM D659. If either occurs material shall be replaced per warranty, at no cost to the Owner.
  - 2. Changes: Changes or alterations in the edge metal system without prior written consent from the manufacturer shall render the system unacceptable for a warranty.
  - 3. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.
  - 4. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.
  - 5. Installing roofing contractor shall be responsible for the installation of the edge metal system in general accordance with the membrane manufacturer's recommendations.
  - 6. Installing contractor shall certify that the edge metal system has been installed per the manufacturer's printed details and specifications.
  - 7. One manufacturer shall provide a single warranty for all accessory metal for flashings, metal edges and copings, along with the warranty for metal roof areas, membrane roof areas, and any transitions between two different material types.

## PART 2 – PRODUCTS

### 2.1 PRODUCTS, GENERAL

- A. Refer to Division 01 Section "Product Requirements."
- B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
  - 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
  - 2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
  - 3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
  - 4. The Owner's decision regarding substitutions will be considered final. Unauthorized

substitutions will be rejected.

## 2.2 ACCEPTABLE MANUFACTURERS

- A. The design is based upon roofing systems engineered and manufactured by the same as the roof membrane system in order to provide an Edge to Edge Warranty.

## 2.3 MATERIALS

- A. General: Product designations for the materials used in this section shall be based on performance characteristics of the R-MER Edge System manufactured by The Garland Company, Cleveland, OH, or equal.
- B. Materials:
  - 1. Minimum gauge of steel or thickness of Aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.
  - 2. Unexposed base metal material: Fascia.
    - a. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 0.0299 nom./22 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.
    - b. Product: R-Mer Edge Coping Chairs.
    - c. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 0.0635 nom./ 16 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.
  - 3. Exposed base metal material: Fascia
    - a. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .040" nom.
    - b. Manufacturers:
      - 1. R-Mer Edge.
      - 2. Substitutions: As permitted by Section 012500 "Substitution Procedures".
  - 4. Exposed base metal material: Coping
    - a. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .040" nom.
    - b. Manufacturers:
      - 1. R-Mer Edge.
      - 2. Substitutions: As permitted by Section 012500 "Substitution Procedures".
  - 5. Unexposed base metal material: Roof drain penetration.
    - a. Lead: Four (4) pound square, 0.067 inches thick.
    - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - i. FlashCo.
      - ii. Mayco Industries.
      - iii. Santa Rosa lead Products.
      - iv. Substitutions: As permitted by Section 012500 "Substitution Procedures".

6. Exposed base metal material: Perforated (screened) chimney cap and flashing.
  - a. Zinc-Tin Alloy-Coated Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 temper, of minimum uncoated weight (thickness) indicated; coated on both sides with zinc-tin alloy (50 percent zinc, 50 percent tin).
    - 1) Manufacturers or Suppliers: Subject to compliance with requirements, provide products by one of the following:
      - a. Revere Copper Products, Inc.
      - b. Woodland Direct: San Marino Copper Custom Chimney Cap, Item No. 1050102 ([www.woodlanddirect.com](http://www.woodlanddirect.com); 1-800-919-1904; 4 to 6 weeks lead time required).
      - c. Substitutions: As permitted by Section 012500 "Substitution Procedures".

D. Finishes:

1. Exposed surfaces for coated panels:
  - a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer.

Weathering finish as referred by National Coil Coaters Association (NCCA).

	PROPERTY	TEST METHOD	FLUOROCARBON
Pencil Hardness	ASTM D3363 NCCA II-2	HB-H	
Bend	ASTM D-4145 NCCA II-19	O-T	
Cross-Hatch	ASTM D3359	no loss of adhesion	
Gloss (60° angle)	ASTM D523	25+/-5%	
Reverse Impact	ASTM D2794	no cracking or loss of adhesion	
Nominal Thickness	ASTM D1005		
Primer		0.2 mils	
Topcoat		0.8 mils	
TOTAL		1.0 mils	

\*Subject to minimum quantity requirements

- b. Color shall be as specified
2. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, shall be as shipped from the mill.
3. Exposed and unexposed surfaces for anodized aluminum flashing, fascia, and coping cap,

shall be as shipped from mill.

## 2.4 RELATED MATERIALS AND ACCESSORIES

- A. Metal Primer: Zinc chromate type.
- B. Plastic Cement: ASTM D 4586
- C. Sealant: Specified in Section 07900 or on drawings.
- D. Underlayment: ASTM D2178, No15 asphalt saturated roofing felt.
- E. Slip Sheet: Rosin sized building paper.
- F. Fasteners:
  - 1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
  - 2. Fastening shall conform to Factory Mutual requirements or as stated on section details, whichever is more stringent.
- G. Gutter and Downspout Anchorage Devices: Material as specified for system.

## PART 3 – EXECUTION

### 3.1 EXECUTION, GENERAL

- A. Refer to Division 07 Section Common Work Results for Thermal and Moisture Protection.

### 3.2 PROTECTION

- A. Isolate metal products from dissimilar metals, masonry or concrete with bituminous paint, tape, or slip sheet. Use gasketed fasteners where required to prevent corrosive reactions.

### 3.3 GENERAL

- A. Secure fascia to wood nailers at bottom edge with a continuous cleat.
- B. Fastening of metal to walls and wood blocking shall comply with building code standards.
- C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.
- D. Allow sufficient clearances for expansion and contraction of linear metal components. Secure metal using fasteners as required by the system. Exposed face fastening will be rejected.

### 3.4 INSPECTION

- A. Verify that curbs are solidly set and nailing strips located.
- B. Perform field measurements prior to fabrication.

- C. Coordinate work with work of other trades.
- D. Verify that substrate is dry, clean and free of foreign matter.
- E. Commencement of installation shall be considered acceptance of existing conditions.

### 3.5 MANUFACTURED SHEET METAL SYSTEMS

- A. Furnish and install manufactured fascia, coping cap systems and perforated chimney caps in strict accordance with manufacturer's printed instructions.
- B. Provide factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc. Refer to Source limitation provision in Part 1.

### 3.6 SHOP-FABRICATED SHEET METAL

- A. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
- B. Hem exposed edges.
- C. Angle bottom edges of exposed vertical surfaces to form drip.
- D. Lap corners with adjoining pieces fastened and set in sealant.
- E. Form joints for gravel stop fascia system, coping cap with a 3/8" opening between sections. Back the opening with an internal drainage plate formed to the profile of fascia piece.
- F. Install sheet metal to comply with referenced ANSI/SPRI, SMACNA and NRCA standards.

### 3.7 FLASHING MEMBRANE INSTALLATION

- A. Scupper Through Roof Edge
  - 1. Install copper box in a one fourth (1/4) inch bed of mastic. Assure all box seams are soldered and have minimum four (4) inch flange. Make sure all corners are closed and soldered.
  - 2. Prime metal edge at a rate of one hundred (100) square feet per gallon and allow to dry.
- B. Snap On Fascia Detail
  - 1. Position base plies of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
  - 2. Install scupper boxes and miters first.
  - 3. Cant Dam: Install Cant Dam with roofing nails twelve (12) inches on center through the top of metal flange and outside face.
  - 4. BUR or Modified Flashing: Prime Cant Dam at a rate of one hundred (100) square feet per gallon and allow to dry. Strip in Cant Dam with base flashing membrane extending six (6) inches into roof field, followed with a cap sheet extending nine (9) inches into the roof field. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
  - 5. Fascia Cover: Install fascia cover with a splice plate under one end by pressing downward firmly until "snap" occurs and cover is engaged along entire length of miter. Field cut where necessary with fine tooth saw. Sealant is to be placed approximately

one (1) inch from fascia cover joint.

C. Drip Edge Detail

1. Position base plies of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
2. Install continuous cleat on face of nailer and fasten six (6) inches on center.
3. Install new Drip Edge hooked to continuous cleat. Set metal flange into roofing cement, nail every three (3) inches on center, and prime at a rate of one hundred (100) square feet per gallon.
4. Drip Edge flange with base flashing membrane extending six (6) inches into roof field, followed with a cap sheet extending nine (9) inches into the roof field. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.

D. Gravel Stop Detail

1. Position base plies of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
2. Install continuous cleat on face of nailer and fasten six (6) inches on center.
3. Install new Gravel Stop hooked to continuous cleat. Set metal flange into roofing cement, nail every three (3) inches on center, and prime at a rate of one hundred (100) square feet per gallon.
4. Strip in Gravel Stop flange with base flashing membrane extending six (6) inches into roof field, followed with a cap sheet extending nine (9) inches into the roof field. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.

E. Snap-On Coping Cap Detail

1. Install Miters first.
2. Position base flashing of the Built-Up and/or Modified Roofing membrane over the wall edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
3. Install minimum sixteen (16) gauge, sixteen (16) inch long by specified width anchor chair at 4 feet on center.
4. Install six (6) inch wide splice plate by centering over sixteen (16) inch long by specified width anchor chair. Apply two beads of sealant to either side of the splice plate's center. Approximately two (2) inches from the coping cap joint. Install Coping Cap by hooking outside hem of coping on outside face of anchor chair. Press downward on inside edge of coping until "snap" occurs and hem is engaged on the entire chair.

### 3.8 CLEANING

- A. Clean installed work in accordance with the manufacturer's instructions.
- B. Replace damaged work than cannot be restored by normal cleaning methods.

### 3.9 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction.

### 3.10 FINAL INSPECTION

- A. At completion of installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Inspect work and flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish a copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Notify the Contractor, Architect, Owner upon completion of corrections.
- E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

### 3.11 DEMONSTRATION AND TRAINING

- A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:
  - 1. Troubleshooting procedures.
  - 2. Notification procedures for reporting leaks or other apparent roofing problems.
  - 3. Maintenance.
  - 4. The Owner's obligations for maintaining the warranty in effect and force.
  - 5. The Manufacturer's obligations for maintaining the warranty in effect and force.

END OF SECTION 076200

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. Copings.
2. Roof-edge specialties.
3. Roof-edge drainage systems.
4. Reglets and counterflashings.

B. Related Requirements:

1. Section 055000 "Metal Fabrications" for downspout guards and downspout boots.
2. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
3. Section 076200 "Sheet Metal Flashing and Trim" for custom- and site-fabricated sheet metal flashing and trim.
4. Section 077129 "Manufactured Roof Expansion Joints" for manufactured roof expansion-joint cover assemblies.
5. Section 077200 "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.
6. Section 079200 "Joint Sealants" for field-applied sealants between roof specialties and adjacent materials.

C. Preinstallation Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, roofing-system testing and inspecting agency representative, roofing Installer, roofing-system manufacturer's representative, Installer, structural-support Installer, and installers whose work interfaces with or affects roof specialties, including installers of roofing materials and accessories.
2. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
3. Review special roof details, roof drainage, and condition of other construction that will affect roof specialties.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For roof specialties.

1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
2. Include details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.
3. Indicate profile and pattern of seams and layout of fasteners, cleats, clips, and other attachments.
4. Detail termination points and assemblies, including fixed points.
5. Include details of special conditions.

C. Samples: For each type of roof specialty and for each color and texture specified.

D. Samples for Initial Selection: For each type of roof specialty indicated with factory-applied color finishes.

E. Samples for Verification:

1. Include Samples of each type of roof specialty to verify finish and color selection, in manufacturer's standard sizes.
2. Include copings, roof-edge specialties, roof-edge drainage systems, reglets and counterflashings made from 12-inch (300-mm) lengths of full-size components in specified material, and including fasteners, cover joints, accessories, and attachments.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer.

B. Product Certificates: For each type of roof specialty.

C. Product Test Reports: For copings and roof-edge flashings, for tests performed by a qualified testing agency.

D. Sample Warranty: For manufacturer's special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer offering products meeting requirements that are FM Approvals listed for specified class and SPRI ES-1 tested to specified design pressure.

B. Source Limitations: Obtain roof specialties approved by manufacturer providing roofing-system warranty specified in Section 017400 "Warranties and Bonds".

- C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and set quality standards for fabrication and installation.
  - 1. Build mockup of typical roof edge, including fascia, gutter and downspout, approximately 10 feet (3.0 m), long, including supporting construction, seams, attachments, underlayment, and accessories.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 3. 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 store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.
- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

#### 1.8 FIELD CONDITIONS

- A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication, and indicate measurements on Shop Drawings.
- B. Coordination: Coordinate roof specialties with flashing, trim, and construction of parapets, roof deck, roof and wall panels, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

#### 1.9 WARRANTY

- A. Roofing-System Warranty: Roof specialties are included in warranty provisions in Section 017400 "Warranties and Bonds".
- B. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Fluoropolymer Finish: 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. Finish Warranty Period: 20 years from date of Substantial Completion.

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PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. FM Approvals' Listing: Manufacture and install copings and roof-edge specialties that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-105 . Identify materials with FM Approvals' markings.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C) material surfaces.

## 2.2 COPINGS

- A. Metal Copings: Manufactured coping system consisting of metal coping cap in section lengths not exceeding 12 feet (3.6 m), concealed anchorage; with corner units, end cap units, and concealed splice plates with finish matching coping caps.
  - 1. Extruded-Aluminum Coping Caps: Extruded aluminum, 0.125 inch (3.18 mm) thick.
    - a. Finish: Two-coat fluoropolymer.
    - b. Color: As selected by Architect from manufacturer's full range.
  - 2. Corners: Factory mitered and continuously welded.
  - 3. Coping-Cap Attachment Method: Snap-on or face leg hooked to continuous cleat with back leg fastener exposed, fabricated from coping-cap material.
    - a. Snap-on Coping Anchor Plates: Concealed, galvanized-steel sheet, 12 inches (300 mm) wide, with integral cleats.
    - b. Face-Leg Cleats: Concealed, continuous stainless steel.

## 2.3 ROOF-EDGE SPECIALTIES

- A. Canted Roof-Edge Fascia and Gravel Stop: Manufactured, two-piece, roof-edge fascia consisting of snap-on metal fascia cover in section lengths not exceeding 12 feet (3.6 m) and a continuous formed galvanized-steel sheet cant, 0.028 inch (0.71 mm) thick, minimum, with extended vertical leg terminating in a drip-edge cleat. Provide matching corner units.
  - 1. Extruded-Aluminum Fascia Covers: Extruded aluminum, 0.125 inch (3.18 mm) thick .

- a. Finish: Two-coat fluoropolymer.
- b. Color: As selected by Architect from manufacturer's full range.
2. Corners: Factory mitered and continuously welded.
3. Splice Plates: Concealed, of same material, finish, and shape as fascia cover.
4. Fascia Accessories: Fascia extenders with continuous hold-down cleats.

## 2.4 ROOF-EDGE DRAINAGE SYSTEMS

- A. Downspouts: Round, complete with mitered elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.
  1. Cast Iron: Service weight.
- B. Parapet Scuppers: Manufactured with closure flange trim to exterior, 4-inch- (100-mm-) wide wall flanges to interior, and base extending 4 inches (100 mm) beyond cant or tapered strip into field of roof.
  1. Formed Aluminum: 0.032 inch (0.81 mm) thick.
- C. Conductor Heads: Manufactured conductor heads, each with flanged back and stiffened top edge, and of dimensions and shape indicated, complete with outlet tube that nests into upper end of downspout, exterior flange trim, and built-in overflow.
  1. Formed Aluminum: 0.032 inch (0.81 mm) thick.
- D. Splash Blocks: Reinforced precast concrete.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Oldcastle Precast; M50SPB2 (Basis of Design).
    - b. United Precast Concrete Products, Inc.
    - c. Substitutions: As permitted under Section 012500 "Substitution Procedures".
- E. Aluminum Finish: Two-coat fluoropolymer.
  1. Color: As selected by Architect from manufacturer's full range.

## 2.5 REGLETS AND COUNTERFLASHINGS

- A. Reglets: Manufactured units formed to provide secure interlocking of separate reglet and counterflashing pieces, from the following exposed metal:
  1. Formed Aluminum: 0.032 inch (0.81 mm) thick.
  2. Corners: Factory mitered and continuously welded.
  3. Surface-Mounted Type: Provide reglets with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
  4. Masonry Type, Embedded: Provide reglets with offset top flange for embedment in masonry mortar joint.
- B. Counterflashings: Manufactured units of heights to overlap top edges of base flashings by 4 inches (100 mm) and in lengths not exceeding 12 feet (3.6 m) designed to snap into reglets or

through-wall-flashing receiver and compress against base flashings with joints lapped, from the following exposed metal:

1. Formed Aluminum: 0.032 inch (0.81 mm) thick.

C. Accessories:

1. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where reglet is provided separate from metal counterflashing.
2. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing lower edge.

D. Aluminum Finish: Mill

## 2.6 MATERIALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation.
- B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.
- C. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by manufacturer for type of use and finish indicated, finished as follows:

## 2.7 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
- B. Slip Sheet: Rosin-sized building paper, 3-lb/100 sq. ft. (0.16-kg/sq. m) minimum.

## 2.8 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
  1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
  2. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
  3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
- B. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.
- C. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.
- D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- E. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.9 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. 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.
- D. Aluminum Extrusion Finishes:
  - 1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - a. Two-Coat Fluoropolymer: AAMA 2604. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - b. Concealed Surface Finish: Apply pretreatment and manufacturer's standard acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install with adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches (50 mm).
- B. Slip Sheet: Install with tape or adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches (50 mm).

### 3.3 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
  - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
  - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
  - 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
  - 4. Torch cutting of roof specialties is not permitted.
  - 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
  - 1. Coat concealed side of uncoated aluminum and stainless-steel roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
  - 2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
  - 1. Space movement joints at a maximum of 12 feet (3.6 m) with no joints within 18 inches (450 mm) of corners or intersections unless otherwise indicated on Drawings.
  - 2. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws .
- E. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.
- F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F (4 deg C).
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm); however, reduce pre-tinning where pre-tinned surface would show in completed Work. Tin edges of uncoated copper sheets using solder for copper. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

### 3.4 COPING INSTALLATION

- A. Install cleats, anchor plates, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor copings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.
  - 1. Interlock face and back leg drip edges of snap-on coping cap into cleated anchor plates anchored to substrate at 30-inch (762-mm) centers.
  - 2. Interlock face-leg drip edge into continuous cleat anchored to substrate at 16-inch (406-mm) centers. Anchor back leg of coping with screw fasteners and elastomeric washers at 16-inch (406-mm) centers .

### 3.5 ROOF-EDGE SPECIALITIES INSTALLATION

- A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

### 3.6 ROOF-EDGE DRAINAGE-SYSTEM INSTALLATION

- A. General: Install components to produce a complete roof-edge drainage system according to manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.
- B. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1500 mm) o.c.
  - 1. Provide elbows at base of downspouts at grade to direct water away from building.
  - 2. Connect downspouts to underground drainage system or above ground drainage system as indicated.
- C. Splash Pans: Install where downspouts discharge on low-slope roofs or grade. Set in asphalt roofing cement.
- D. Parapet Scuppers: Install scuppers through parapet where indicated. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
  - 1. Anchor scupper closure trim flange to exterior wall and seal or solder to scupper.
  - 2. Loosely lock front edge of scupper with conductor head.
  - 3. Seal or solder exterior wall scupper flanges into back of conductor head.
- E. Conductor Heads: Anchor securely to wall with elevation of conductor top edge 1 inch (25 mm) below scupper discharge.

3.7 REGLET AND COUNTERFLASHING INSTALLATION

- A. General: Coordinate installation of reglets and counterflashings with installation of base flashings.
- B. Embedded Reglets: See Drawings for installation of reglets.
- C. Surface-Mounted Reglets: Install reglets to receive flashings where flashing without embedded reglets is indicated on Drawings. Install at height so that inserted counterflashings overlap 4 inches (100 mm) over top edge of base flashings.
- D. Counterflashings: Insert counterflashings into reglets or other indicated receivers; ensure that counterflashings overlap 4 inches (100 mm) over top edge of base flashings. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with butyl sealant. Fit counterflashings tightly to base flashings.

3.8 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077100

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. Bellows-type roof expansion joints.

B. Related Requirements:

- 1. Section 061053 "Miscellaneous Rough Carpentry" for wooden curbs or cants for mounting roof expansion joints.
- 2. Section 075216 "SBS Modified Bituminous Membrane Roofing" for roofing system.
- 3. Section 076200 "Sheet Metal Flashing and Trim" for shop- and field-fabricated sheet metal expansion-joint systems, flashing, and other sheet metal items.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For roof expansion joints.

- 1. Include plans, elevations, sections, and attachment details.
- 2. Include details of splices, intersections, transitions, fittings, method of field assembly, and location and size of each field splice.
- 3. Provide isometric drawings of intersections, terminations, and changes in joint direction or planes, depicting how components interconnect with each other and adjacent construction to allow movement and achieve waterproof continuity.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For each fire-barrier provided as part of a roof-expansion-joint assembly, for tests performed by a qualified testing agency.

C. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Installer of roofing membrane.

1.6 WARRANTY

- A. Special Warranty: Manufacturer and Installer agree to repair or replace roof expansion joints and components that leak, deteriorate beyond normal weathering, or otherwise fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Roof expansion joints shall withstand exposure to weather, remain watertight, and resist the movements indicated without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint seals, failure of connections, and other detrimental effects.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- C. Fire-Test-Response Characteristics: Provide fire-barrier assemblies with fire-test-response characteristics as determined by testing identical products, per test method indicated, by UL or another testing agency acceptable to authorities having jurisdiction. Assemblies shall be capable of anticipated movement while maintaining fire rating. Fire-barrier products shall bear classification marking of qualified testing agency.

2.2 BELLOWS-TYPE ROOF EXPANSION JOINTS

- A. Source Limitations: Obtain bellows-type roof expansion joints approved by roofing manufacturer and that are part of roofing membrane warranty.
- B. Flanged Bellows Roof Expansion Joint: Manufactured, continuous, waterproof, joint-cover assembly, consisting of exposed membrane bellows, laminated to flexible, closed-cell support foam, and secured along each edge to a 3- to 4-inch-wide metal flange for nailing to substrate. Provide each size and type indicated, factory-fabricated units for corner and joint intersections and horizontal and vertical transitions including those to other building expansion joints, splicing units, adhesives, and other components as recommended by roof-expansion-joint manufacturer for complete installation. Fabricate each assembly specifically for installation configuration indicated on Drawings.
  - 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. Johns Manville; **Expand-O-Flash**
    - b. JointMaster, a division of InPro Corporation; **672**.
    - c. MM Systems Corporation; **Series ERFL**

## MANUFACTURED ROOF EXPANSION JOINTS

- d. Substitutions: Under provision of Section 012500 "Substitution Procedures".
- 2. Joint Movement Capability: Plus and minus fifty percent (+/-50%) of joint size.
- 3. Bellows: Neoprene flexible membrane, nominal 60 mils thick.
  - a. Color: White.
- 4. Flanges: Aluminum, 0.032 inch thick.
  - a. Form: As indicated on Drawings.
  - b. Mortar Flanges: Where flanges will be embedded in concrete or mortar, provide perforated-metal mortar flanges.
- 5. Fire Barrier: Manufacturer's standard fire-resistive joint system with ratings determined per ASTM E 119 to resist spread of fire and to accommodate building thermal movements without impairing its ability to resist the passage of fire and hot gases.
  - a. Fire-Resistance Rating: Not less than 2-hour.

### 2.3 MATERIALS

- A. Aluminum: ASTM B 209 for sheet and plate, ASTM B 221 for extrusions; alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.
  - 1. Apply manufacturer's standard protective coating on aluminum surfaces to be placed in contact with cementitious or preservative-treated wood materials.
  - 2. Mill Finish: As manufactured.
- B. Neoprene Membrane: Neoprene sheet recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil; and as standard with roof-expansion-joint manufacturer for application.
- C. Adhesives: As recommended by roof-expansion-joint manufacturer and with a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- D. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to withstand design loads.
  - 1. Exposed Fasteners: Gasketed. Use screws with hex washer heads matching color of material being fastened.
- E. Mineral-Fiber Blanket: ASTM C 665.
- F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.



PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine roof-joint openings, inside surfaces of parapets, and expansion-control joint systems that interface with roof expansion joints, for suitable conditions where roof expansion joints will be installed.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Comply with manufacturer's written instructions for handling and installing roof expansion joints.
  - 1. Anchor roof expansion joints securely in place, with provisions for required movement. Use fasteners, protective coatings, sealants, and miscellaneous items as required to complete roof expansion joints.
  - 2. Install roof expansion joints true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
  - 3. Provide for linear thermal expansion of roof expansion joint materials.
  - 4. Provide uniform profile of roof expansion joint throughout its length; do not stretch or squeeze membranes.
  - 5. Provide uniform, neat seams.
  - 6. Install roof expansion joints to fit substrates and to result in watertight performance.
  - 7. Torch cutting of roof expansion joints is not permitted.
  - 8. Do not use graphite pencils to mark aluminum surfaces.
- B. Directional Changes and Other Expansion-Control Joint Systems: Coordinate installation of roof expansion joints with other expansion-control joint systems to result in watertight performance. Install factory-fabricated units at directional changes and at transitions between roof expansion joints and existing exterior expansion-control joint systems to provide continuous, uninterrupted, and watertight joints.
- C. Splices: Splice roof expansion joints with materials provided by roof-expansion-joint manufacturer for this purpose, to provide continuous, uninterrupted, and waterproof joints.
- D. Fire Barrier: Install fire barrier where indicated to provide continuous, uninterrupted fire resistance throughout length of roof expansion joint, including transitions and end joints.
- E. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

3.3 PROTECTION

- A. Protect roof expansion joints from foot traffic, displacement, or other damage.
- B. Remove and replace roof expansion joints and components that become damaged by moisture or otherwise.

3.4 COMISSIONING OF EQUIPMENT

- A. Engage a factory authorized service representative, who is familiar with this project, to participate and assist, if necessary, in the functional performance testing of the equipment include in this Division with the Commissioning Agent.

END OF SECTION 077129



SECTION 077200 - ROOF 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. Roof hatches.
- 2. Hatch-type heat and smoke vents.
- 3. Pipe supports.
- 4. Preformed flashing sleeves.
- 5. Downspout accessories

B. Related Sections:

- 1. Section 055213 "Pipe and Tube Railings" for safety railing systems not attached to roof-hatch curbs.
- 2. Section 076200 "Sheet Metal Flashing and Trim" for shop- and field-formed metal flashing, roof-drainage systems, roof expansion-joint covers, and miscellaneous sheet metal trim and accessories.
- 3. Section 077100 "Roof Specialties" for manufactured fasciae.
- 4. Section 077129 "Manufactured Roof Expansion Joints" for manufactured roof expansion-joint covers.

1.3 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For roof accessories. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.
- C. Samples: For each exposed product and for each color and texture specified, prepared on Samples of size to adequately show color.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
  - 1. Size and location of roof accessories specified in this Section.
  - 2. Method of attaching roof accessories to roof or building structure.
  - 3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
  - 4. Required clearances.
- B. Warranty: Sample of special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.

1.7 COORDINATION

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
- B. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

1.8 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Fluoropolymer Finish: 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. Finish Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 METAL MATERIALS

- A. Aluminum Sheet: ASTM B 209, manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
  - 1. Exposed Coil-Coated Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

- a. Two-Coat Fluoropolymer Finish: AAMA 620. System consisting of primer and fluoropolymer color topcoat containing not less than seventy percent (70%) PVDF resin by weight.
- 2. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish consisting of prime coat and wash coat, with a minimum total dry film thickness of 0.5 mil.
- B. Galvanized-Steel Tube: ASTM A 500, round tube, hot-dip galvanized according to ASTM A 123.
- C. Steel Pipe: ASTM A 53, galvanized.

## 2.2 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Glass-Fiber Board Insulation: ASTM C 726, thickness as indicated.
- C. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, acceptable to authorities having jurisdiction, containing no arsenic or chromium, and complying with AWPAC2; not less than 1½ inches thick.
- D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.
- E. Underlayment:
  - 1. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
  - 2. Polyethylene Sheet: 6-mil-thick polyethylene sheet complying with ASTM D 4397.
  - 3. Slip Sheet: Building paper, 3-lb/100 sq. ft. minimum, rosin sized.
- F. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:
  - 1. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- G. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
- H. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.
- I. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.
- J. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

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2.3 ROOF HATCH

- A. Roof Hatches: Metal roof-hatch units with lids and insulated single-walled curbs, welded or mechanically fastened and sealed corner joints, continuous lid-to-curb counterflashing and weathertight perimeter gasketing, and integrally formed deck-mounting flange at perimeter bottom.
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. Bilco Company (The); **Type E**
    - b. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.; **Model RD**
    - c. Precision Ladders, LLC; **Model PLH-A**
    - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- B. Type and Size: Single-leaf lid, 30 by 36 inches.
- C. Loads: Minimum 40-lbf/sq. ft. external live load and 20-lbf/sq. ft. internal uplift load.
- D. Hatch Material: Aluminum sheet, 0.090 inch thick.
1. Finish: Two-coat fluoropolymer.
  2. Color: As selected by Architect and Owner from manufacturer's full range.
- E. Construction:
1. Insulation: Glass-fiber board.
  2. Hatch Lid: Opaque, insulated, and double walled, with manufacturer's standard metal liner of same material and finish as outer metal lid.
  3. Fabricate curbs to minimum height of 12 inches unless otherwise indicated.
- F. Hardware: Galvanized-steel spring latch with turn handles, butt- or pintle-type hinge system, and padlock hasps inside and outside.
- G. Safety Railing System: Roof-hatch manufacturer's standard system including rails, clamps, fasteners, safety barrier at railing opening, and accessories required for a complete installation; attached to roof hatch and complying with 29 CFR 1910.23 requirements and authorities having jurisdiction.
1. Height: 42 inches above finished roof deck.
  2. Posts and Rails: Galvanized-steel pipe, 1¼ inches in diameter or galvanized-steel tube, 1-5/8 inches in diameter.
  3. Flat Bar: Galvanized steel, 2 inches high by 3/8 inch thick.
  4. Maximum Opening Size: System constructed to prevent passage of a sphere 21 inches in diameter.
  5. Self-Latching Gate: Fabricated of same materials and rail spacing as safety railing system. Provide manufacturer's standard hinges and self-latching mechanism.
  6. Post and Rail Tops and Ends: Weather resistant, closed or plugged with prefabricated end fittings.

7. Provide weep holes or another means to drain entrapped water in hollow sections of handrail and railing members.
8. Fabricate joints exposed to weather to be watertight.
9. Fasteners: Manufacturer's standard, finished to match railing system.
10. Finish: Manufacturer's standard baked enamel or powder coat.

a. Color: As selected by Architect and Owner from manufacturer's full range.

- H. Ladder-Assist Post: Roof-hatch manufacturer's standard device for attachment to roof-access ladder.

1. Operation: Post locks in place on full extension; release mechanism returns post to closed position.
2. Height: 42 inches above finished roof deck.
3. Material: Hot-dip galvanized steel tube.
4. Post: 1-5/8-inch-diameter pipe.
5. Finish: Manufacturer's standard baked enamel or powder coat.

a. Color: As selected by Architect and Owner from manufacturer's full range.

## 2.4 HEAT AND SMOKE VENTS

- A. Hatch-Type Heat and Smoke Vents: Manufacturer's standard, with single-walled insulated curbs, welded or mechanically fastened and sealed corner joints, integral condensation gutter, and cap flashing. Fabricate with insulated double-walled lid and continuous weathertight perimeter lid gaskets, and equip with automatic self-lifting mechanisms and UL-listed fusible links rated at 165 deg F (74 deg C).

1. Basis of Design:

a. Bilco Company (The); **Type DSH**

2. 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. Babcock-Davis; **SafeMAX**
- b. Nystrom; **SmokEscape**
- c. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

3. Type and Size: Double-leaf lid, custom 84 by 84 inches.

4. Loads: Minimum 40-lbf/sq. ft. external live load and 30-lbf/sq. ft. internal uplift load.

a. When release is actuated, lid shall open against 10-lbf/sq. ft. snow or wind load and lock in position.

5. Heat and Smoke Vent Standard: Provide units that have been tested and listed to comply with UL 793.

6. Curb, Framing, and Lid Material: Aluminum sheet, 0.090 inch thick.

- a. Finish: Two-coat fluoropolymer.
  - b. Color: As selected by Architect from manufacturer's full range.
- 7. Construction:
  - a. Insulation: Glass-fiber board.
  - b. Hatch Lid: Opaque, insulated, and double walled, with manufacturer's standard metal liner of same material and finish as outer metal lid.
  - c. Fabricate curbs to minimum height of 12 inches unless otherwise indicated.
  - d. Security Grille: Provide for all units.
  - e. Indicator Switch: Curb mounted, wired into a building's alarm system to send signal to the alarm control panel when covers are open.
- 8. Hardware: Manufacturer's standard, corrosion resistant or hot-dip galvanized; with hinges, hold-open devices, and independent manual-release devices for inside and outside operation of lids. Provide winch, pulleys and cables for manual operation at stage level.

## 2.5 PIPE SUPPORTS

- A. Rubber Pipe Support Curbs: Provide manufacturer's standard low profile rubber pipe support curbs.
  - 1. Basis-of-Design Product:
    - a. Advanced Support Products **EcoCurb REC 9S**
    - b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

## 2.6 PREFORMED FLASHING SLEEVES

- A. Exhaust Vent Flashing: Double-walled metal flashing sleeve or boot, insulation filled, with integral deck flange, 12 inches high, with removable metal hood and slotted metal collar.
  - 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. Custom Solution Roof and Metal Products
    - b. Thaler Metal USA Inc
    - c. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  - 2. Metal: Aluminum sheet, 0.063 inch thick.
  - 3. Diameter: As required.
  - 4. Finish: Manufacturer's standard.
- B. Vent Stack Flashing: Metal flashing sleeve, uninsulated, with integral deck flange.
  - 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. Custom Solution Roof and Metal Products

- b. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
      - c. Thaler Metal USA Inc.
      - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
    2. Metal: Aluminum sheet, 0.063 inch thick.
    3. Height: 19 inches.
    4. Diameter: As required.
    5. Finish: Manufacturer's standard.
  - 2.7 DOWNSPOUT ACCESSORIES
    - A. Concrete Splash Blocks: 2 feet long x 1 foot wide flared concrete splash block pitched to drain away from the building, with side walls and textured finish.
    - B. Downspout Boots: Of material and profile to align with and connect to storm water pipe riser.
  - 2.8 GENERAL FINISH REQUIREMENTS
    - A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
    - 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.
- PART 3 - EXECUTION
- 3.1 COMMISSIONING OF COMPONENTS AND SYSTEMS
    - A. Engage a manufacturer authorized representative who is familiar with this project, to participate and assist as necessary, in the functional performance testing of the components and systems included in this Division with the Commissioning Authority.
  - 3.2 EXAMINATION
    - A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
    - B. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
    - C. Verify dimensions of roof openings for roof accessories.
    - D. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 3.3 INSTALLATION
    - A. General: Install roof accessories according to manufacturer's written instructions.
      1. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
      2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.

## ROOF ACCESSORIES

3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
  4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
1. Coat concealed side of uncoated aluminum roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
  2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet, or install a course of polyethylene sheet.
  3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof accessories for waterproof performance.
- C. Roof-Hatch Installation:
1. Install roof hatch so top surface of hatch curb is level.
  2. Verify that roof hatch operates properly. Clean, lubricate, and adjust operating mechanism and hardware.
  3. Attach safety railing system to roof-hatch curb.
  4. Attach ladder-assist post according to manufacturer's written instructions.
- D. Heat and Smoke Vent Installation:
1. Install heat and smoke vent so top perimeter surfaces are level.
  2. Install and test heat and smoke vents and their components for proper operation according to NFPA 204.
- E. Preformed Flashing-Sleeve Installation: Secure flashing sleeve to roof membrane according to flashing-sleeve manufacturer's written instructions.
- F. Seal joints with elastomeric or butyl sealant as required by roof accessory manufacturer.
- 3.4 REPAIR AND CLEANING
- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780.
  - B. Clean exposed surfaces according to manufacturer's written instructions.
  - C. Clean off excess sealants.
  - D. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077200

SECTION 078413 - PENETRATION FIRESTOPPING

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. Fireproof firestopping and firesafing materials and accessories.

1.3 PERFORMANCE REQUIREMENTS

- A. Fireproofing Materials: ASTM E 119 and ASTM E 814 to achieve a fire rating as noted on Drawings.
- B. Surface Burning: ASTM E 84 with a flame spread/fuel contributed/smoke developed rating of 5/0/0.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated provide characteristics, performance and limitation criteria.
- B. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three (3) years documented experience.
- B. Applicator: Company specializing in performing the work of this Section with minimum five (5) years' documented experience.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable State Building code for fire resistance ratings and surface burning characteristics.
- B. UL Classifications for these systems shall be (all two (2) hours or more):
  - 1. Duct Penetrations: C-AJ-7027
  - 2. Pipe Penetrations: C-AJ-1079
  - 3. Cable Penetrations: C-AJ-1079

4. Conduit Penetrations: C-AJ-1079

1.7 MOCK-UP

- A. Provide mock-up of applied firestopping material.
- B. Apply 1 lineal ft to a representative substrate surface.
- C. If accepted, mock-up will demonstrate minimum standard for the Work.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when temperature of substrate material and ambient air is below 60 degrees F.
- B. Maintain this minimum temperature before, during and for three (3) days after installation of materials.
- C. Provide ventilation in areas to receive solvent cured materials.

1.9 SEQUENCING

- A. Sequence Work to permit firestopping materials to be installed after adjacent and surrounding work is complete.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Thermal Ceramics; **Firemaster Putty, Bulk and Blankets**
- B. Tremco Incorporated; **Fyre-shield and Cerablanket FS Hilti, Inc.**
- C. United States Gypsum; **Thermafiber Safing Insulation and FIRECODE compound**
- D. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

2.2 MATERIALS

- A. Firestopping Material: Single component silicone elastomeric compounds; conforming to the following:
  - 1. Elongation & Shrinkage: Five percent (5%).
  - 2. Tensile Strength: 300 psi.
  - 3. Density: 8 lb/cu ft.
  - 4. Surface Durability: 35 (Shore Hardness).
  - 5. Durability and Longevity: Permanent.
  - 6. Side Effects during Installation: Non-toxic.
  - 7. Long Term Side Effects: None.
- B. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces.

- C. Firesafing Blankets: ASTM C 665; 4 psf nominal density firesafing insulation.
- D. Putty Pads: UL CLIV; acoustic, intumescent pad; 3.2mm thickness.

## 2.3 ACCESSORIES

- A. Dam Material: Mineral fiber matting, permanent.
- B. Retainers: Stainless clips to support mineral fiber matting

## 2.4 FINISHES

- A. Color: Dark gray or manufacturer's standard color.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, 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: Clean out openings immediately before installing penetration firestopping to comply with manufacturer's written instructions and with the following requirements:
  - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping.
  - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping. Remove loose particles remaining from cleaning operation.
  - 3. Remove laitance and form-release agents from concrete.
- B. Install backing materials to arrest liquid material leakage.

## 3.3 INSTALLATION

- A. General: Install penetration firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Apply firestopping material to all roof penetrations through rated assemblies. These penetrations include electrical conduit and raceways, plumbing and heating system penetrations, ducts and other system chases.
- C. Apply primer and materials in accordance with manufacturer's instructions.
- D. Apply firestopping material in sufficient thickness to achieve rating to a density of fifty percent (50%) to uniform density and texture.

## PENETRATION FIRESTOPPING

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- E. Remove dam material after firestopping material has cured.

### 3.4 CLEANING AND PROTECTION

- A. Clean off excess materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping is without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping and install new materials to produce systems complying with specified requirements.

### 3.5 SCHEDULE

- A. See Construction Documents for rating information and construction details and conditions.
- B. Firesafe all penetrations through new and existing masonry and gypsum board construction in the project work areas, equal to the one (1) or two (2) hour rating of the appropriate spaces.

END OF SECTION 078413

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.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.
- D. Qualification Data: For qualified Installer.
- E. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- G. 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.
- C. Product Testing: Test joint sealants using a qualified testing agency.
  - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

1.5 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
  2. When joint substrates are wet.
  3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.6 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two (2) years from date of Substantial Completion.
- B. 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.
- 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. Colors of Exposed Joint Sealants: As selected by Architect and Owner from manufacturer's full range.

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2.2 SILICONE JOINT SEALANTS

- A. Nonstaining, single-component, nonsag, plus fifty percent (+50%) and minus fifty percent (-50%) movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.

1. Products:

- a. BASF Building Systems
- b. Dow Corning Corporation
- c. Master Bond, Inc.
- d. Tremco Incorporated
- e. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

## 2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type B (bicellular material with a surface skin) sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.4 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.
- 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 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.
  3. Remove laitance and form-release agents from concrete.
  4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
    - c. Porcelain enamel.
    - d. Glazed surfaces of ceramic tile.
- 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.
- 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 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 sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. 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.
- F. 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.
- a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

### 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: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Locations:

## JOINT SEALANTS

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- a. Control and expansion joints in roofs, roof systems, and adjacent construction.
  - b. Other joints as indicated.
- 2. Joint Sealant: Silicone, nonstaining, S, NS, 50, NT.
  - 3. Joint-Sealant Color: As selected by Architect and Owner from manufacturer's full range.

END OF SECTION 079200

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. Exterior storefront framing.

1.3 ALLOWANCES

- A. Source quality control and field quality control are part of testing and inspecting allowance.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 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 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 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.

## ALUMINUM FRAMED ENTRANCES AND STOREFRONTS

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- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- E. Fabrication Sample: Of each vertical-to-horizontal intersection of assemblies, made from 12-inch (300-mm) lengths of full-size components and showing details of the following:
  - 1. Joinery, including concealed welds.
  - 2. Anchorage.
  - 3. Expansion provisions.
  - 4. Glazing.
  - 5. Flashing and drainage.

### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and field testing agency.
- B. Energy Performance Certificates: For aluminum-framed entrances and storefronts, accessories, and components, from manufacturer.
  - 1. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed storefront.
- C. Product Test Reports: For aluminum-framed storefronts, for tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Quality-Control Program: Developed specifically for Project, including fabrication and installation, according to recommendations in ASTM C 1401. Include periodic quality-control reports.
- E. Source quality-control reports.
- F. Field quality-control reports.
- G. Sample Warranties: For special warranties.

### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For aluminum-framed entrances and storefronts to include in maintenance manuals.
- B. Maintenance Data for Structural Sealant: For structural-sealant-glazed storefront to include in maintenance manuals. Include ASTM C 1401 recommendations for post-installation-phase quality-control program.

1.8 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 and accredited by IAS or ILAC Mutual Recognition Arrangement as complying with ISO/IEC 17025.
- 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.
- D. Structural-Sealant Glazing: Comply with ASTM C 1401 for design and installation of storefront systems.

1.9 MOCKUPS

- A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
  - 1. Build mockup of typical wall area as shown on Drawings.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.10 WARRANTY

- A. Special Warranty: Manufacturer 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: 10 years from date of Substantial Completion.

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- 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: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed 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.
- B. Structural Loads:
1. Wind Loads: As indicated on Drawings.
  2. Other Design Loads: As indicated on Drawings.
- C. Deflection of Framing Members: At design wind pressure, as follows:
1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane not exceeding 1/175 of the glass edge length for each individual glazing lite or an amount that restricts edge deflection of individual glazing lites to 3/4 inch (19.1 mm), whichever is less.
  2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8 inch (3.2 mm), whichever is smaller.
- D. Structural: Test according to ASTM E 330 as follows:
1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.

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2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
  3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- E. Air Infiltration: Test according to ASTM E 283 for infiltration as follows:
1. Fixed Framing and Glass Area:
    - a. Maximum air leakage of 0.06 cfm/sq. ft. (0.30 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).
- F. Water Penetration under Static Pressure: Test according to ASTM E 331 as follows:
1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 10 lbf/sq. ft. (480 Pa).
- G. Water Penetration under Dynamic Pressure: Test according to AAMA 501.1 as follows:
1. No evidence of water penetration through fixed glazing and framing areas when tested at dynamic pressure equal to 20 percent of positive wind-load design pressure, but not less than 10 lbf/sq. ft. (480 Pa).
  2. Maximum Water Leakage: According to AAMA 501.1. Water leakage does not include water controlled by flashing and gutters, or water that is drained to exterior.
- H. 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.
- I. Energy Performance: Certify and label energy performance according to NFRC as follows:
1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.45 Btu/sq. ft. x h x deg F (2.55 W/sq. m x K) as determined according to NFRC 100.
  2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient of no greater than 0.35 as determined according to NFRC 200.
  3. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-certified condensation resistance rating of no less than 15 as determined according to NFRC 500.
- J. Noise Reduction: Test according to ASTM E 90, with ratings determined by ASTM E 1332, as follows.
1. Outdoor-Indoor Transmission Class: Minimum 26.

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K. 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. High Exterior Ambient-Air Temperature: That which produces an exterior metal-surface temperature of 180 deg F (82 deg C).
  - b. Low Exterior Ambient-Air Temperature: 0 deg F (minus 18 deg C).
  - c. Interior Ambient-Air Temperature: 75 deg F (24 deg C).

### 2.2 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. EFCO Corporation.
2. Kawneer North America; an Alcoa company; Kawneer 451 UT Entrance (Basis of Design).
3. Pittco Architectural Metals, Inc.

B. Source Limitations: Obtain all components of aluminum-framed entrance and storefront system, including framing spandrel panels, venting windows and accessories, from single manufacturer.

### 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: Thermally broken.
2. Glazing System: Retained mechanically with gaskets on four sides.
3. Glazing Plane: Front.
4. 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).

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- c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
- d. Structural Profiles: ASTM B 308/B 308M.

### 2.4 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.
- D. Sealants used inside the weatherproofing system shall have a VOC content of 250 g/L.

### 2.5 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.
- 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.
- C. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.
- D. Bituminous Paint: Cold-applied asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30-mil (0.762-mm) thickness per coat.

### 2.6 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.

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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 interior for vision glass and exterior for spandrel glazing or metal panels.
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. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

### 2.7 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:

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## ALUMINUM FRAMED ENTRANCES AND STOREFRONTS

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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 per manufacturer's written recommendations and 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. Install weatherseal sealant according to Section 079200 "Joint Sealants" and according to sealant manufacturer's written instructions to produce weatherproof joints. Install joint filler behind sealant as recommended by sealant manufacturer.

### 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.

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Field Quality-Control Testing: Perform the following test on mockups.
1. Water-Spray Test: Before installation of interior finishes has begun, areas designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.

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- a. Perform a minimum of two tests in areas as directed by Architect.
- C. Aluminum-framed entrances and storefronts will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 084113

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 glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:

- 1. Windows.

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 according to ASTM C 1036.
- C. Interspace: Space between lites of an insulating-glass unit.

1.4 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. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- C. Fire rated assemblies conforming to NFPA 252 for door assemblies and NFPA 257 for window assemblies. Glazing and framing shall conform to NFPA 251 and ASTM E 119 for the required ratings.

1.5 PRECONSTRUCTION TESTING

- A. Preconstruction Adhesion and Compatibility Testing: Test each glazing material type, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.

1. Testing will not be required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.
2. Use ASTM C 1087 to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.
3. Test no fewer than eight (8) Samples of each type of material, including joint substrates, shims, sealant backings, secondary seals, and miscellaneous materials.
4. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
5. For materials failing tests, submit sealant manufacturer's written instructions for corrective measures including the use of specially formulated primers.

#### 1.6 ACTION SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.
- C. Glazing Accessory Samples: For gaskets and sealants, in 12-inch lengths. Install sealant Samples between two (2) strips of material representative in color of the adjoining framing system.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For installers, glass testing agency and sealant testing agency.
- B. Product Certificates: For glass and glazing products, from manufacturer.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for tinted glass, coated glass, insulating glass, glazing sealants and glazing gaskets.
  1. For glazing sealants, provide test reports based on testing current sealant formulations within previous thirty-six (36) month period.
- D. Preconstruction adhesion and compatibility test report.
- E. Warranties: Sample of special warranties.

#### 1.8 QUALITY ASSURANCE

- A. 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.
- B. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- C. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

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- D. Source Limitations for Glass: Obtain tinted float glass, coated float glass and insulating glass from single source from single manufacturer for each glass type.
  - E. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.
  - F. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
    - 1. GANA Publications: GANA's "Laminated Glazing Reference Manual" and GANA's "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."
  - G. Safety Glazing Labeling: Where safety glazing labeling 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.
  - H. Fire-Protection-Rated Glazing Labeling: Permanently mark fire-protection-rated glazing with certification label of a testing agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, test standard, whether glazing is for use in fire doors or other openings, whether or not glazing passes hose-stream test, whether or not glazing has a temperature rise rating of 450 deg F (250 deg C), and the fire-resistance rating in minutes.
  - I. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.
- 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.
  - B. Comply with insulating-glass manufacturer's written recommendations for venting and sealing units to avoid hermetic seal ruptures due to altitude change.
- 1.10 PROJECT 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. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or below 40 deg F (4.4 deg C).

## 1.11 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form in which coated-glass manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.

1. Warranty Period: Ten (10) years from date of Substantial Completion.

- B. Manufacturer's Special Warranty on Laminated Glass: Manufacturer's standard form in which 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: Ten (10) years from date of Substantial Completion.

- C. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form in which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

1. Warranty Period: Ten (10) years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 GLASS PRODUCTS, GENERAL

- A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.
- B. Strength: Where float glass is indicated, provide annealed float glass, Kind HS heat-treated float glass, or Kind FT heat-treated float glass. Where heat-strengthened glass is indicated, provide Kind HS heat-treated float glass or Kind FT heat-treated float glass. Where fully tempered glass is indicated, provide Kind FT heat-treated float glass.
- 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. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
4. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F.
5. 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.
6. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

## 2.2 GLASS PRODUCTS

- A. Clear Annealed Float Glass: ASTM C 1036, Type I, Class 1 (clear), Quality-Q3.
- B. Tinted Annealed Float Glass: ASTM C 1036, Type I, Class 2 (tinted), Quality-Q3.
  1. Tint Color: As selected by Architect and Owner from manufacturer's full range.
- C. 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. Tint Color: As selected by Architect and Owner from manufacturer's full range.
- D. Heat-Strengthened Float Glass: ASTM C 1048, Kind HS (heat strengthened), Type I, 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. For uncoated glass, comply with requirements for Condition A.
  3. For coated vision glass, comply with requirements for Condition C (other coated glass).
  4. Tint Color: As selected by Architect and Owner from manufacturer's full range.

## 2.3 LAMINATED GLASS

- 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. Cardinal Glass Industries
  2. DuPont™ Building Innovations
  3. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- B. Laminated Glass: ASTM C 1172, and complying with testing requirements in 16 CFR 1201 for Category II materials, and with other requirements specified. 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 recommendations.
  2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.

3. Interlayer Color: Clear unless otherwise indicated.

- C. Glass: Comply with applicable requirements in "Glass Products" Article as indicated by designations in "Laminated-Glass Types" Article.

## 2.4 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190, and complying with other requirements specified.

1. Sealing System: Dual seal, with polyisobutylene and silicone primary and secondary.
2. Spacer: Manufacturer's standard spacer material and construction.

- B. Glass: Comply with applicable requirements in "Glass Products" Article as indicated by designations in "Insulating-Glass Types" Article.

## 2.5 FIRE-PROTECTION-RATED GLAZING

- A. Fire-Protection-Rated Glazing, General: Listed and labeled by a testing agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 252 for door assemblies and NFPA 257 for window assemblies. The glazing and framing shall be tested as a wall assembly in accordance with the NFPA 251 and ASTM E 119 sections for the required ratings.

- B. Laminated Glass with Intumescent Interlayers: Laminated glass made from multiple plies of uncoated, clear float glass; with intumescent interlayers; complying with testing requirements in 16 CFR 1201 for Category II materials.

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. InterEdge, Inc., a subsidiary of AFG Industries, Inc.; **Pyrobel**
  - b. Pilkington Group Limited (distributed by Technical Glass Products); **PyroStop**
  - c. Vetrotech Saint-Gobain; **SGG Swissflam N2**
  - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

## 2.6 GLAZING GASKETS

- A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one (1) of the following:

1. EPDM complying with ASTM C 864.
2. Silicone complying with ASTM C 1115.
3. Thermoplastic polyolefin rubber complying with ASTM C 1115.

- B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned EPDM, silicone or thermoplastic polyolefin rubber gaskets complying with ASTM C 509, Type II, black; of profile and hardness required to maintain watertight seal.

1. Application: Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side of glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.
- C. Lock-Strip Gaskets: Neoprene extrusions in size and shape indicated, fabricated into frames with molded corner units and zipper lock-strips, complying with ASTM C 542, black.

## 2.7 GLAZING SEALANTS

### A. General:

1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
  2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
  3. Sealants used inside the weatherproofing system, shall have a VOC content of not more than 250 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  4. Colors of Exposed Glazing Sealants: As selected by Architect and Owner from manufacturer's full range.
- B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
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. Dow Corning Corporation; 790
    - b. Pecora Corporation; 890
    - c. Tremco Incorporated; Spectrem 1
    - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- C. Glazing Sealants for Fire-Rated Glazing Products: Products that are approved by testing agencies that listed and labeled fire-resistant glazing products with which they are used for applications and fire-protection ratings indicated.

## 2.8 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, one hundred percent (100%) solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.

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2.9 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, 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.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.
- G. Perimeter Insulation for Fire-Resistive Glazing: Product that is approved by testing agency that listed and labeled fire-resistant glazing product with which it is used for application and fire-protection rating indicated.

## 2.10 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.
- 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.

## 2.11 MONOLITHIC-GLASS TYPES

- A. Glass Type **GL-1**: Not Used.
- B. Glass Type **GL-2**: Not used.
- D. Glass Type **GL-3**: Not used.
- E. Glass Type **GL-4**: Not used.

## 2.12 LAMINATED GLASS SCHEDULE

- A. Glass Type **GL-5**: Not Used.

- C. Glass Type **GL-22**: Not Used.
- D. Glazing Type **GL-7**: Not used.

#### 2.13 INSULATING-GLASS TYPES

- A. Glass Type **GL-9**: Clear insulating glass.
  - 1. Overall Unit Thickness: 1 inch.
  - 2. Thickness of Each Glass Lite: ¼ inch.
  - 3. Outdoor Lite: Float glass.
  - 4. Interspace Content: Air.
  - 5. Indoor Lite: Float glass.
- B. Glass Type **GL-10**: Not used.
- C. Glass Type **GL-11**: Not used.
- F. Glass Type **GL-13**: Not used.
- H. Glass Type **GL-14**: Not used.
- I. Glass Type **GL-16**: Not used.
- J. Glass Type **GL-18**: Not used.
- K. Glass Type **GL-20**: Not Used.

#### 2.15 INSULATING-LAMINATED-GLASS TYPES

- A. Glass Type **GL-15**: Not Used.
- B. Glass Type **GL-17**: Not Used.
- D. Glass Type **GL-19**: Not Used.
- E. Glass Type **GL-21**: Not Used.
- F. Glass Type **GL-23**: Not Used

#### 2.17 FIRE-PROTECTION-RATED GLAZING TYPES

- A. Glass Type **GL-6**: Not Used.
- C. Glass Type **GL-8**: Not used.

### PART 3 - EXECUTION

#### 3.1 COMMISSIONING OF COMPONENTS AND SYSTEMS

- A. Engage a manufacturer authorized representative who is familiar with this project to participate and assist, if necessary, in the functional performance testing of the components and systems included in this Division with the Commissioning Agent.

### 3.2 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.

### 3.3 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 will leave visible marks in the completed work.

### 3.4 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. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass lites where length plus width is larger than 50 inches.

1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
  2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- J. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- K. 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.
- L. 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.

### 3.5 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until right before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks and press firmly against tape 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.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

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### 3.6 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.

### 3.7 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

### 3.8 LOCK-STRIP GASKET GLAZING

- A. Comply with ASTM C 716 and gasket manufacturer's written instructions. Provide supplementary wet seal and weep system unless otherwise indicated.

### 3.9 CLEANING AND PROTECTION

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.

- C. 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; remove as recommended in writing by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.
- E. Wash glass on both exposed surfaces in each area of Project not more than four (4) days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

END OF SECTION 088000



SECTION 099113 - EXTERIOR 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.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following exterior substrates:
  - 1. Galvanized metal.

1.3 DEFINITIONS

- A. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- 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, with the proposed product highlighted.
  - 3. VOC content.

1.5 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: Five percent, (5%) but not less than 1 gal. of each material and color applied.

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 (7 deg C).
  - 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 (10 and 35 deg C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds eighty-five percent (85%); at temperatures less than 5 deg F (3 deg C) 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. Behr Process Corporation.
  - 2. Benjamin Moore & Co.
  - 3. Duron, Inc.
  - 4. ICI Paints.
  - 5. PPG Architectural Finishes, Inc.
  - 6. Sherwin-Williams Company (The).
  - 7. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

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.
- C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- D. Colors: As selected by Architect and Owner from manufacturer's full range.

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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. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. 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 and paint systems 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.
- 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. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
  - 3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 4. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

## EXTERIOR PAINTING

- 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 to view, unless factory finished:
    - a. Equipment, including panelboards.
    - b. Uninsulated metal piping.
    - c. Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
    - g. Tanks that do not have factory-applied final finishes.

### 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 EXTERIOR PAINTING SCHEDULE

- A. Galvanized-Metal Substrates:
  - 1. Water-Based Light Industrial Coating System:

## EXTERIOR PAINTING

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- a. Prime Coat: Primer, galvanized, water based, **MPI #134**.
- b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
- c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5), **MPI #163**.

END OF SECTION 099113



SECTION 221423 - STORM DRAINAGE PIPING SPECIALTIES

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. Pipe, tube, and fittings.
  - 2. Roof drains.
  - 3. Wall drains.
  - 4. Bi-functional roof drains.
  - 5. Miscellaneous storm drainage piping specialties.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

- A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 CAST-IRON PIPE AND FITTINGS

- A. Pipe and Fittings: ASTM A 74, Service classes.
- B. Gaskets: ASTM C 564, rubber.
- C. Caulking Materials: ASTM B 29, pure lead and oakum or hemp fiber.

2.2 METAL ROOF DRAINS

- A. Cast-Iron, Large-Sump, General-Purpose Roof Drains:
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Smith, Jay R. Mfg. Co. or comparable product by one (1) of the following:
    - a. Josam Company
    - b. Watts; a Watts Water Technologies company
    - c. Zurn Industries, LLC

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STORM DRAINAGE PIPING AND SPECIALTIES

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2. Standard: ASME A112.6.4, for general-purpose roof drains.
3. Body Material: Cast iron.
4. Dimension of Body: Nominal 15-inch diameter.
5. Combination Flashing Ring and Gravel Stop: Required.
6. Outlet: Bottom.
7. Extension Collars: Required.
8. Underdeck Clamp: Required.
9. Sump Receiver Plate: Required.
10. Dome Material: Cast iron.
11. Perforated Gravel Guard: Not required.
12. Vandal-Proof Dome: Required.

B. Bi-Functional Roof Drain Dual Outlets:

1. Primary Drain Outlet: Attached to storm sewer.
2. Overflow Drain Outlet: Indicated on the Drawings.
3. Basis-of-Design Product: Subject to compliance with requirements, provide Froet Industries, LLC. or comparable product by one (1) of the following:
  - a. Josam Company
  - b. Watts; a Watts Water Technologies company
  - c. Zurn Industries, LLC
4. Compliance:
  - a. ANSI/ASME A112.6.4.
  - b. IAPMO IGC 187.
  - c. ICC-ES LC 1021.
5. Body:
  - a. Bi-functional.
  - b. Cast Iron: ASTM A 48, Class 25.
  - c. One piece casting including both outlets free of internal bosses
  - d. Anchor flange.
  - e. Powder coated.
  - f. Overflow riser pipe must be removable
6. Dome Strainer:
  - a. Cast Iron: ASTM A 48, Class 25.
  - b. Minimum Free Area by Drain Size: 2 inches-30 in<sup>2</sup>; 3 inches-62 in<sup>2</sup>; 4 inches-62 in<sup>2</sup>; 5 inches-95 in<sup>2</sup>; 6 inches-95 in<sup>2</sup>; 8 inches-163 in<sup>2</sup>.
7. Waterproofing Membrane Clamp Ring:
  - a. Width: 2.375 inches.
  - b. Cast Iron: ASTM A 48, Class 25.
  - c. Integral Gravel Stop: 1¼-inch height minimum.
  - d. Anchorage: Four (4) 1.5 inch bolts pre-applied with anti-seize.
  - e. Free Area Height Above Roof: ¼-inch.

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## STORM DRAINAGE PIPING AND SPECIALTIES

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8. Pipe Size: Indicated on the Drawings.
  9. Standard Bi-Functional Roof Drains:
    - a. Primary Strainer: 5 inches high.
    - b. Overflow Inlet: 6 inches high.
  10. Low-Profile Bi-Functional Roof Drains:
    - a. Primary Strainer: 3 inches high.
    - b. Overflow Inlet: 4 inches high.
  11. Deck Clamp: L-shaped clamp to hold drain body in place.
  12. Elevation Ring (1.5, 2) is a pre-engineered ring with a fixed height to elevate drain so start of free drainage area is level with height of 1.5 inch and 2 inch insulation to eliminate ponding around roof drain.
  13. Drain Extension: Adjust proper primary outlet elevations in relation to roof deck thickness or to adjust drain inlet elevations in relation to insulation thickness.
  14. Drain Pan: 14-guage flat plate. Mount roof drain to drain pan.
  15. Sump Pan: 14-guage galvanized steel.
  16. Deck Mounting Plate:
    - a. 14-guage flat plate.
    - b. Allows drain to be directly mounted to plate elevated 2¼ inches above roof deck.
    - c. Eliminates need for deck clamp.
  17. Finishing Ring: Recessed ring to allow drain body to be installed in flush configuration, either directly to roof deck or into drain pan.
  18. Overflow Strainer:
    - a. Cast Iron: ASTM A 48, Class 25.
    - b. Minimum Free Area By Drain Size: 2 inches-73 in<sup>2</sup>; 3 inches-105 in<sup>2</sup>; 4 inches-105 in<sup>2</sup>; 5 inches-146 in<sup>2</sup>; 6 inches-146 in<sup>2</sup>; 8 inches-200 in<sup>2</sup>.
    - c. Type: Standard.
    - d. Debris strainer for overflow pipe.
    - e. Vandal resistant.
  19. Vent Pipe:
    - a. 12-inch extension above primary drain strainer.
    - b. Used as plumbing vent pipe when overflow drain is not needed.
- C. Wall End Drain: Through-wall drain.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Model Z-104 manufactured by Zurn Industries, Inc., Falconer, NY (716.665.1132), Watts Drainage Products WD-940 or approved equal. Provide low silhouette bronze dome only, large enough to cover drain pipe exiting through existing wall as indicated in construction documents. Provide appropriate fasteners to secure to wall.
    - b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations from layout are approved on coordination drawings.
- B. Install piping at indicated slopes.
- C. Install piping free of sags and bends.
- D. Install fittings for changes in direction and branch connections.
- E. Install piping to allow application of insulation.
- F. Make changes in direction for storm drainage piping using appropriate branches, bends, and long-sweep bends. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.
- G. Install roof drains at low points of roof areas and at wall areas as indicated on Drawings according to roof membrane manufacturer's written installation instructions.
  - 1. Install flashing collar or flange of roof drain to prevent leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
  - 2. Install expansion joints, if indicated, in roof drain outlets.
  - 3. Position roof drains for easy access and maintenance.

3.2 PROTECTION

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.
- B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 221423

## **AVAILABLE INFORMATION**



# Facility Support Services, LLC

Environmental & Safety Consulting Engineers

January 12, 2016

Mr. John Cross  
City of Waterbury  
Board of Education  
236 Grand Street  
Waterbury, CT 06702

**Re: Asbestos/PCB Inspection & Bulk Sampling of Roofing Materials, West Side Middle School, Waterbury, Connecticut (FSS# 41213)**

Dear Mr. Cross,

At the request of the City of Waterbury Board of Education, Facility Support Services, LLC (FSS) conducted an inspection and bulk asbestos and polychlorinated biphenyls (PCBs) sampling on January 22 and February 17, 2015 of suspect asbestos/PCB containing materials associated with the roof of West Side Middle School located at 483 Chase Parkway in Waterbury, Connecticut. The inspection and sampling was conducted to facilitate the replacement of the entire roof of the building.

A total of forty-three (55) bulk suspect asbestos samples were collected. The suspected asbestos containing materials sampled from the School included:

- Top layer membrane (new)
- Top layer tar (new)
- Top layer fiberboard (new)
- Built-up roofing (old)
- Bottom layer felt (old)
- Tar patch
- Vent flashing (new)
- Vent flashing (old)
- Vent flashing tar (old)
- Edge flashing (new)
- Edge flashing tar (new)
- Edge flashing (old)
- Edge flashing insulation (old)
- Silver paint below cooling tower
- Roof felt patch
- Mudded Roof Drain
- Sprayed-on Fireproofing

The materials were sampled by State of Connecticut licensed Asbestos Inspectors representing FSS. Copies of the asbestos inspectors' certifications are located in Attachment A of this report. Samples of materials were delivered under full chain of custody and analyzed for 5 day turn-around time by EMSL Analytical, Inc., via EPA/600/R-93/116 with a positive stop for each homogeneous material. This is currently the approved EPA test method, which uses Polarized Light Microscopy (PLM). EMSL Analytical, Inc. is an accredited asbestos laboratory (NVLAP # 200700-0) and is a State of Connecticut approved public health laboratory for asbestos analysis. **The laboratory results revealed that the asbestos content of the following materials was greater than the 1% required to confirm the materials as asbestos containing, or contains vermiculite which has been assumed to contain asbestos:**

- **Built-up roofing (old)**
- **Vent flashing (old)**
- **Vent flashing tar (old)**
- **Edge flashing (old)**
- **Sprayed-on Fireproofing (vermiculite containing)**
- **Mudded Roof Drains (vermiculite containing)**

No asbestos was detected in the following materials sampled and analyzed:

- Top layer membrane (new)
- Top layer tar (new)
- Top layer fiberboard (new)
- Bottom layer felt (old)
- Tar patch
- Vent flashing (new)
- Edge flashing (new)
- Edge flashing tar (new)
- Edge flashing insulation (old)
- Silver paint below cooling tower
- Roof felt patch

PCBs were used in the production of many types of roofing materials until banned by the United States Congress in 1979. Therefore, FSS also conducted PCB sampling of materials that were installed prior to the ban. A total of four (4) bulk suspect PCB samples were collected. The materials sampled from the School included:

- Built-up roofing (old)
- Bottom layer felt (old)
- Vent flashing/tar (old)
- Edge flashing (old)

January 12, 2016

Page 3

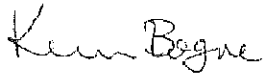
The suspect PCB materials were sampled by Mr. Kevin Bogue of FSS; a Certified Hazardous Materials Manager (CHMM). Samples of materials were delivered under full chain of custody and analyzed for 7 day turn-around time by Complete Environmental Testing, Inc. (CET), via EPA Method 3540C with Soxhlet extraction. This is currently the approved EPA test method. CET is an accredited laboratory (PH #01160). There were no PCBs detected in any of the materials sampled and analyzed during this inspection.

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

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

Sincerely,

**Facility Support Services, LLC**



Kevin Bogue, CHMM, CIH  
Senior Project Manager

Attachments

**Attachment A**  
**Asbestos Inspector Certifications**

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A

ASBESTOS CONSULTANT-INSP/MGMT PLANNER

KEVIN S BOGUE

CERTIFICATE NO

000157

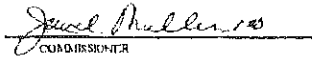
CURRENT THROUGH

08/31/16

VALIDATION NO

03-255918

  
SIGNATURE

  
COMMISSIONER

**Attachment B**  
**Laboratory Analytical Results**

**EMSL Analytical, Inc.**

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

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

<http://www.EMSL.com>[wallingfordlab@emsl.com](mailto:wallingfordlab@emsl.com)

EMSL Order: 241500305

CustomerID: FSS93

CustomerPO:

ProjectID:

Attn: **Kevin Bogue**  
**Facility Support Services, LLC**  
**2685 State Street**

**Hamden, CT 06517**

Phone: (203) 288-1281  
Fax: (203) 248-4409  
Received: 01/22/15 5:15 PM  
Analysis Date: 1/23/2015  
Collected: 1/22/2015

Project: WEST SIDE MS/41213

### Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos	
			% Fibrous	% Non-Fibrous	% Type	
01A 241500305-0001	Roof (exterior) - top layer membrane (new)	Black Fibrous Homogeneous	2% Glass	98% Non-fibrous (other)	None Detected	
01B 241500305-0002	Roof (exterior) - top layer membrane (new)	Black Fibrous Homogeneous	5% Glass	95% Non-fibrous (other)	None Detected	
01C 241500305-0003	Roof (exterior) - top layer membrane (new)	Black Fibrous Homogeneous	8% Glass 3% Cellulose	89% Non-fibrous (other)	<1% Chrysotile	
02A 241500305-0004	Roof (exterior) - top layer tar (new)	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected	
02B 241500305-0005	Roof (exterior) - top layer tar (new)	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected	
02C 241500305-0006	Roof (exterior) - top layer tar (new)	Black Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected	
03A 241500305-0007	Roof (exterior) - top layer fiberboard (new)	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (other)	None Detected	
03B 241500305-0008	Roof (exterior) - top layer fiberboard (new)	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (other)	None Detected	

## Analyst(s)

Erin Guzowski (14)

Lauren Brennan (15)

Kristin Lopez (14)

Gloria V. Oriol, Laboratory Manager  
or other approved signatory

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

Initial report from 01/26/2015 12:39:52

STATE PROJECT NO. 151-0291-RR

Test Report PLM-7.28.9 Printed: 1/26/2015 12:39:52 PM



**EMSL Analytical, Inc.**

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

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

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Project: WEST SIDE MS/41213

### Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
03C 241500305-0009	Roof (exterior) - top layer fiberboard (new)	Brown Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (other)	None Detected
04A 241500305-0010	Roof (exterior) - built-up roofing (old)	Black Fibrous Homogeneous	5% Cellulose	65% Non-fibrous (other)	30% Chrysotile
04B 241500305-0011	Roof (exterior) - built-up roofing (old)	Black Fibrous Homogeneous	5% Cellulose	60% Non-fibrous (other)	35% Chrysotile
04C 241500305-0012	Roof (exterior) - built-up roofing (old)	Black Fibrous Homogeneous	15% Cellulose	70% Non-fibrous (other)	15% Chrysotile
05A 241500305-0013	Roof (exterior) - bottom layer felt (old)	Black Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
05B 241500305-0014	Roof (exterior) - bottom layer felt (old)	Black Fibrous Homogeneous	60% Cellulose 3% Synthetic	37% Non-fibrous (other)	<1% Chrysotile
Result reflects potential surficial contamination of the sample.					
05C 241500305-0015	Roof (exterior) - bottom layer felt (old)	Black Fibrous Homogeneous	65% Cellulose 10% Synthetic	25% Non-fibrous (other)	None Detected
06A 241500305-0016	Roof (exterior) - tar patch	Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected

## Analyst(s)

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Lauren Brennan (15)

Kristin Lopez (14)

Gloria V. Oriol, Laboratory Manager  
or other approved signatory

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### Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
06B 241500305-0017	Roof (exterior) - tar patch	Black Non-Fibrous Homogeneous	8% Cellulose	92% Non-fibrous (other)	None Detected
06C 241500305-0018	Roof (exterior) - tar patch	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
07A 241500305-0019	Roof (exterior) - vent flashing (new)	Black Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected
07B 241500305-0020	Roof (exterior) - vent flashing (new)	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
07C 241500305-0021	Roof (exterior) - vent flashing (new)	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (other)	None Detected
08A 241500305-0022	Roof (exterior) - vent flashing (old)	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (other)	None Detected
08B 241500305-0023	Roof (exterior) - vent flashing (old)	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (other)	None Detected
08C 241500305-0024	Roof (exterior) - vent flashing (old)	Black Fibrous Homogeneous	30% Cellulose	45% Non-fibrous (other)	25% Chrysotile

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Initial report from 01/26/2015 12:39:52

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Project: WEST SIDE MS/41213

### Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos	
			% Fibrous	% Non-Fibrous	% Type	
09A 241500305-0025	Roof (exterior) - vent flashing tar (old)	Black Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (other)		None Detected
09B 241500305-0026	Roof (exterior) - vent flashing tar (old)	Black Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (other)		None Detected
09C 241500305-0027	Roof (exterior) - vent flashing tar (old)	Black Fibrous Homogeneous		94% Non-fibrous (other)	6% Chrysotile	
10A 241500305-0028	Roof (exterior) - edge flashing (new)	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (other)		None Detected
10B 241500305-0029	Roof (exterior) - edge flashing (new)	Black Fibrous Homogeneous	13% Glass	87% Non-fibrous (other)		None Detected
10C 241500305-0030	Roof (exterior) - edge flashing (new)	Black Fibrous Homogeneous	8% Glass 3% Synthetic	89% Non-fibrous (other)		None Detected
11A 241500305-0031	Roof (exterior) - edge flashing tar (new)	Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)		None Detected
11B 241500305-0032	Roof (exterior) - edge flashing tar (new)	Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)		None Detected

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Gloria V. Oriol, Laboratory Manager  
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Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.

Initial report from 01/26/2015 12:39:52

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**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

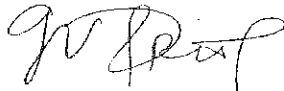
Sample	Description	Appearance	Non-Asbestos		Asbestos	
			% Fibrous	% Non-Fibrous	% Type	
11C 241500305-0033	Roof (exterior) - edge flashing tar (new)	Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)		None Detected
12A 241500305-0034	Roof (exterior) - edge flashing (old)	Black Fibrous Homogeneous	20% Cellulose	55% Non-fibrous (other)	25%	Chrysotile
12B 241500305-0035	Roof (exterior) - edge flashing (old)	Black Fibrous Homogeneous	20% Cellulose	60% Non-fibrous (other)	20%	Chrysotile
12C 241500305-0036	Roof (exterior) - edge flashing (old)	Black Fibrous Homogeneous	20% Cellulose	55% Non-fibrous (other)	25%	Chrysotile
13A 241500305-0037	Roof (exterior) - edge flashing insulation (old)	Brown Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (other)		None Detected
13B 241500305-0038	Roof (exterior) - edge flashing insulation (old)	Brown Fibrous Homogeneous	65% Cellulose	35% Non-fibrous (other)		None Detected
13C 241500305-0039	Roof (exterior) - edge flashing insulation (old)	Brown Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (other)		None Detected
14A 241500305-0040	Roof (exterior) - silver paint below cooling tower	Silver Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (other)		None Detected

## Analyst(s)

Erin Guzowski (14)

Lauren Brennan (15)

Kristin Lopez (14)

  
Gloria V. Oriol, Laboratory Manager  
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%.

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

Initial report from 01/26/2015 12:39:52

STATE PROJECT NO. 151-0291 RR

**EMSL Analytical, Inc.**

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

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

<http://www.EMSL.com>[wallingfordlab@emsl.com](mailto:wallingfordlab@emsl.com)

EMSL Order: 241500305

CustomerID: FSS93

CustomerPO:

ProjectID:

Attn: **Kevin Bogue**  
**Facility Support Services, LLC**  
**2685 State Street**

**Hamden, CT 06517**

Phone: (203) 288-1281  
Fax: (203) 248-4409  
Received: 01/22/15 5:15 PM  
Analysis Date: 1/23/2015  
Collected: 1/22/2015

Project: WEST SIDE MS/41213

### Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
14B 241500305-0041	Roof (exterior) - silver paint below cooling tower	Silver Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
15A 241500305-0042	Roof (exterior) - roof felt patch	Black Fibrous Homogeneous	25% Synthetic	75% Non-fibrous (other)	None Detected
15B 241500305-0043	Roof (exterior) - roof felt patch	Black Fibrous Homogeneous	20% Synthetic	80% Non-fibrous (other)	None Detected

## Analyst(s)

Erin Guzowski (14)

Lauren Brennan (15)

Kristin Lopez (14)

Gloria V. Oriol, Laboratory Manager  
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-triable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%.

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

Initial report from 01/26/2015 12:39:52

STATE PROJECT NO. 151-0291 RR

Test Report PLM-7.28.9 Printed: 1/26/2015 12:39:52 PM

**THIS IS THE LAST PAGE OF THE REPORT.**

6



EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

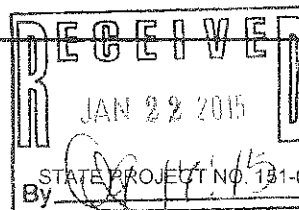
# Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

241500305

EMSL Analytical, Inc.  
29 North Plains Hwy  
Unit 4  
Wallingford, CT 06492  
PHONE: (203) 284-5948  
FAX: (203) 284-5978

Company: Facility Support Services, LLC		EMSL-Bill to: <input type="checkbox"/> Different <input checked="" type="checkbox"/> Same If Bill to is Different note instructions in Comments**	
Street: 2685 State Street		Third Party Billing requires written authorization from third party	
City: Hamden	State/Province: CT	Zip/Postal Code: 06517	Country: United States
Report To (Name): Kevin Bogue		Telephone #: 203-288-1281	
Email Address: kbogue.fss@snet.net		Fax #: 203-248-4409	Purchase Order:
Project Name/Number: West Side MS/41213		Please Provide Results: <input type="checkbox"/> FAX <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Mail	
U.S. State Samples Taken: CT		Connecticut Samples: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential	
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input checked="" type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
<b>PCM - Air</b> <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA <b>PLM - Bulk (reporting limit)</b> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)		<b>TEM - Air</b> <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 <b>TEM - Bulk</b> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 <b>TEM - Water:</b> EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
<b>TEM - Dust</b> <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) <b>Soil/Rock/Vermiculite</b> <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> TEM Qual. via Filtration Technique <input type="checkbox"/> TEM Qual. via Drop-Mount Technique <b>Other:</b> <input type="checkbox"/>			
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: Kevin Bogue		Samplers Signature: <i>Kevin Bogue</i>	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
	SEE ATTACHED		
Client Sample # (s): 01 - 15		Total # of Samples: 43	
Relinquished (Client): <i>Kevin Bogue</i>		Date: 1/22/15	Time:
Received (Lab):		Date:	Time:
Comments/Special Instructions:			



241500305

FACILITY SUPPORT SERVICES, LC  
Asbestos Sampling Log

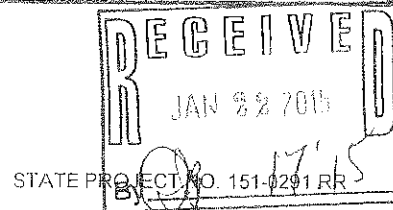
CLIENT: City of Waterbury BOE

DATE: 1/22/15

LOCATION: West Side MS

SAMPLED BY: K. Bogue

SAMPLE ID	LOCATION	DESCRIPTION
01A	Roof (exterior)	Top layer Membrane (New)
B		↓
C		↓
02A		Top layer Tar (New)
B		↓
C		↓
03A		Top layer fiber board (New)
B		↓
C		↓
04A		Built-up roofing (old)
B		↓
C		↓
05A		Bottom layer felt (old)
B		↓
C		↓
06A		Tar Patch
B		↓
C		↓
07A		Vent flashing (new)
B	↓	↓

2685 STATE ST. HAMDEN, CT 06517  
PH: 203-288-1281 FAX: 203-248-44092 of 4  
FSS# 4/213

**FACILITY SUPPORT SERVICES, LLC**  
**Asbestos Sampling Log**

CLIENT: Waterbury BOE

DATE: 1/22/15

LOCATION: Westside MS

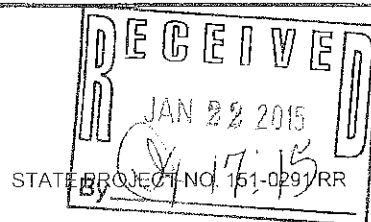
SAMPLED BY: K. Bogue  
~~G. Haddad~~

SAMPLE ID	LOCATION	DESCRIPTION
07C	Roof (exterior)	vent flashing (New)
08A		Vent flashing (old)
B		
C		↓
09A		Vent flashing Tar (old)
B		↓
C		
10A		Edge flashing (New)
B		↓
C		
11A		Edge flashing Tar (New)
B		↓
C		
12A		Edge flashing (old)
B		↓
C		
13A		Edge flashing insulation (old)
B		↓
C	↓	↓
—	—	—

2685 STATE ST. HAMDEN, CT 06517  
PH: 203-288-1281 FAX: 203-248-4409

3 of 4

FSS #41213



# FACILITY SUPPORT SERVICES, LLC

## Asbestos Sampling Log

CLIENT: Waterbury BOE

DATE: 1/22/15

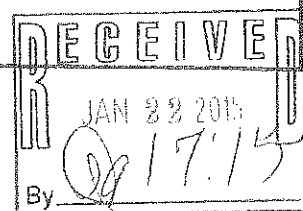
LOCATION: West Side MS

SAMPLED BY: K. Boynt

[illegible]

2685 STATE ST. HAMDEN, CT 06517  
PH: 203-288-1281 FAX: 203-248-4409

4 of 4  
FSS # 41213



STATE PROJECT NO. 151-0291 RR

**EMSL Analytical, Inc.**

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

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

<http://www.EMSL.com> [wallingfordlab@emsl.com](mailto:wallingfordlab@emsl.com)

EMSL Order: 241500605

CustomerID: FSS93

CustomerPO:

ProjectID:

**Attn: Chris Hudacek**  
**Facility Support Services, LLC**  
**2685 State Street****Hamden, CT 06517**Phone: (203) 288-1281  
Fax: (203) 248-4409  
Received: 02/18/15 9:00 AM  
Analysis Date: 2/18/2015  
Collected: 2/17/2015

Project: WEST SIDE MS/35913


**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Non-Asbestos					Asbestos	
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type	
35913021701A	Principal office -	Brown	10% Cellulose	70% Non-fibrous (other)	None Detected	
241500605-0001	mudded roof drain	Fibrous	20% Glass			
		Homogeneous				
Sample contains vermiculite .						
35913021701B	Room B225 -	Brown	10% Cellulose	75% Non-fibrous (other)	None Detected	
241500605-0002	mudded roof drain	Fibrous	15% Glass			
		Homogeneous				
Sample contains vermiculite .						
35913021701C	Room A341 -	Brown	12% Cellulose	85% Non-fibrous (other)	None Detected	
241500605-0003	mudded roof drain	Fibrous	3% Glass			
		Homogeneous				
Sample contains vermiculite.						
35913021702A	Principal office -	Tan	20% Cellulose	55% Non-fibrous (other)	None Detected	
241500605-0004	sprayed-on	Fibrous	25% Glass			
	fireproofing	Homogeneous				
Sample contains vermiculite .						
35913021702B	Room B225 -	Tan	35% Cellulose	55% Non-fibrous (other)	None Detected	
241500605-0005	sprayed-on	Fibrous	10% Glass			
	fireproofing	Homogeneous				
Sample contains vermiculite .						
35913021702C	Hallway outside	Tan	15% Cellulose	85% Non-fibrous (other)	None Detected	
241500605-0006	B233 - sprayed-on	Fibrous	<1% Glass			
	fireproofing	Homogeneous				
Sample contains vermiculite .						
35913021702D	Room A285 -	Tan	3% Glass	82% Non-fibrous (other)	None Detected	
241500605-0007	sprayed-on	Fibrous	15% Cellulose			
	fireproofing	Homogeneous				
Sample contains vermiculite .						

**Analyst(s)**

Erin Guzowski (5)

Lauren Brennan (7)

  
Gloria V. Oriol, Laboratory Manager  
or other approved signatory

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

Initial report from 02/18/2015 13:26:03

STATE PROJECT NO. 151-0291-RR

**EMSL Analytical, Inc.**

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

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

<http://www.EMSL.com> [wallingfordlab@emsl.com](mailto:wallingfordlab@emsl.com)

EMSL Order: 241500605

CustomerID: FSS93

CustomerPO:

ProjectID:

Attn: **Chris Hudacek**  
**Facility Support Services, LLC**  
**2685 State Street**

**Hamden, CT 06517**

Phone: (203) 288-1281  
Fax: (203) 248-4409  
Received: 02/18/15 9:00 AM  
Analysis Date: 2/18/2015  
Collected: 2/17/2015

Project: WEST SIDE MS/35913

### Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
35913021702E 241500605-0008	Room B209 - sprayed-on fireproofing	Tan Fibrous Homogeneous	15% Cellulose 7% Glass	78% Non-fibrous (other)	None Detected
Sample contains vermiculite.					
35913021702F 241500605-0009	Room B206 - sprayed-on fireproofing	Brown Fibrous Homogeneous	10% Cellulose <1% Glass	90% Non-fibrous (other)	None Detected
Sample contains vermiculite.					
35913021702G 241500605-0010	Room A334 - sprayed-on fireproofing	Brown Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
Sample contains vermiculite.					
35913021702H 241500605-0011	Room A341 - sprayed-on fireproofing	Brown Fibrous Homogeneous	15% Cellulose <1% Glass	85% Non-fibrous (other)	None Detected
Sample contains vermiculite.					
35913021702I 241500605-0012	Room A313 - sprayed-on fireproofing	Brown Fibrous Homogeneous	12% Cellulose 2% Glass	86% Non-fibrous (other)	None Detected
Sample contains vermiculite.					

## Analyst(s)

Erin Guzowski (5)  
Lauren Brennan (7)

Gloria V. Oriol, Laboratory Manager  
or other approved signatory

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

Initial report from 02/18/2015 13:26:03

STATE PROJECT NO. 151-0291 RR

Test Report PLM-7.28.9 Printed: 2/18/2015 1:26:03 PM

**THIS IS THE LAST PAGE OF THE REPORT.**



EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

# Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

241500605

EMSL Analytical, Inc.

29 North Plains Hwy

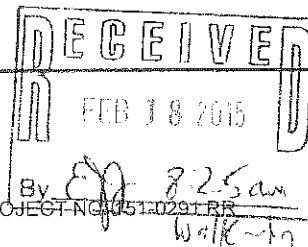
Unit 4

Wallingford, CT 06492

PHONE (203) 284-5948


FAX (203) 284-5978

Company: Facility Support Services, LLC		EMSL-Bill to: <input type="checkbox"/> Different <input checked="" type="checkbox"/> Same If Bill to is Different note instructions in Comments**	
Street: 2685 State Street		Third Party Billing requires written authorization from third party	
City: Hamden	State/Province: CT	Zip/Postal Code: 06517	Country: United States
Report To (Name): Chris Hudacek		Telephone #: 203-288-1281	
Email Address: chudacek.fss@snet.net		Fax #: 203-248-4409	Purchase Order:
Project Name/Number: West Side MS/35913		Please Provide Results: <input type="checkbox"/> FAX <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Mail	
U.S. State Samples Taken: CT		Connecticut Samples: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential	
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input checked="" type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
<b>PCM - Air</b> <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA <b>PLM - Bulk (reporting limit)</b> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)		<b>TEM - Air</b> <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 <b>TEM - Bulk</b> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 <b>TEM - Water:</b> EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
<b>TEM - Dust</b> <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) <b>Soil/Rock/Vermiculite</b> <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> TEM Qual. via Filtration Technique <input type="checkbox"/> TEM Qual. via Drop-Mount Technique <b>Other:</b> <input type="checkbox"/>			
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: Chris Hudacek		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
	SEE ATTACHED		
Client Sample # (s): 01-02		Total # of Samples: 12	
Relinquished (Client):		Date: 2/8/15 Time:	
Received (Lab):		Date: Time:	
Comments/Special Instructions:			



## Asbestos Sampling Log

SAMPLED BY: C. Hudson

RECEIVED  
FEB 18 1995  
By  8:25 a.m.  
OBJECT NO. 151-0291-RR

STATE PROJECT NUMBER 15-0291 ER

Website: [www.fssteam.com](http://www.fssteam.com)

80 Lupes Drive  
Stratford, CT 06615



Tel: (203) 377-9984  
Fax: (203) 377-9952  
e-mail: cet1@cetlabs.com

Client: Mr. Kevin Bogue  
Facility Support Services  
2685 State Street  
Hamden, CT 06517

## Analytical Report

### CET# 5010393

Report Date: February 03, 2015  
Project: 41213- Westside, Waterbury  
Project Number: 41213

Connecticut Laboratory Certificate: PH 0116  
Massachusetts laboratory Certificate: M-CT903



New York Certification: 11982  
Rhode Island Certification: 199

CET #: 5010393

Project: 41213- Westside, Waterbury

Project Number: 41213

### SAMPLE SUMMARY

The sample(s) were received at 5.0°C.

This report contains analytical data associated with following samples only.

Sample ID	Laboratory ID	Matrix	Collection Date/Time	Receipt Date
PCB-01 (Old Built Up)	5010393-01	Solid	1/22/2015	01/23/2015
PCB-02 (Old Felt)	5010393-02	Solid	1/22/2015	01/23/2015
PCB-03 (Vent Flashing/Tar)	5010393-03	Solid	1/22/2015	01/23/2015
PCB-04 (Old Edge Flashing)	5010393-04	Solid	1/22/2015	01/23/2015

### Client Sample ID PCB-01 (Old Built Up)

Lab ID: 5010393-01

PCBs by Soxhlet

Method: EPA 8082A

Analyst: SJ

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:06	*C1
PCB-1221	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:06	
PCB-1232	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:06	
PCB-1242	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:06	
PCB-1248	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:06	
PCB-1254	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:06	
PCB-1260	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:06	
PCB-1268	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:06	
PCB-1262	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:06	

Surrogate: TCMX

82.2 %

50 - 150

B5A2808

01/28/2015

01/31/2015 05:06

Surrogate: DCB

75.4 %

50 - 150

B5A2808

01/28/2015

01/31/2015 05:06

CET #: 5010393

Project: 41213- Westside, Waterbury

Project Number: 41213

Client Sample ID PCB-02 (Old Felt)

Lab ID: 5010393-02

PCBs by Soxhlet

Method: EPA 8082A

Analyst: SJ

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:25	*C1
PCB-1221	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:25	
PCB-1232	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:25	
PCB-1242	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:25	
PCB-1248	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:25	
PCB-1254	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:25	
PCB-1260	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:25	
PCB-1268	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:25	
PCB-1262	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:25	
Surrogate: TCMX	80.6 %	50 - 150			B5A2808	01/28/2015	01/31/2015 05:25	
Surrogate: DCB	53.5 %	50 - 150			B5A2808	01/28/2015	01/31/2015 05:25	

CET #: 5010393

Project: 41213- Westside, Waterbury

Project Number: 41213

Client Sample ID PCB-03 (Vent Flashing/Tar)

Lab ID: 5010393-03

PCBs by Soxhlet

Method: EPA 8082A

Analyst: SJ

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:43	*CI
PCB-1221	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:43	
PCB-1232	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:43	
PCB-1242	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:43	
PCB-1248	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:43	
PCB-1254	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:43	
PCB-1260	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:43	
PCB-1268	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:43	
PCB-1262	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 05:43	

Surrogate: TCMX

73.2 %

50 - 150

B5A2808

01/28/2015

01/31/2015 05:43

Surrogate: DCB

50.8 %

50 - 150

B5A2808

01/28/2015

01/31/2015 05:43

CET #: 5010393

Project: 41213- Westside, Waterbury

Project Number: 41213

Client Sample ID PCB-04 (Old Edge Flashing)

Lab ID: 5010393-04

PCBs by Soxhlet

Analyst: SJ

Method: EPA 8082A

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 06:02	*C1
PCB-1221	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 06:02	
PCB-1232	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 06:02	
PCB-1242	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 06:02	
PCB-1248	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 06:02	
PCB-1254	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 06:02	
PCB-1260	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 06:02	
PCB-1268	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 06:02	
PCB-1262	ND	0.80	4	EPA 3540C	B5A2808	01/28/2015	01/31/2015 06:02	
Surrogate: TCMX	78.5 %	50 - 150			B5A2808	01/28/2015	01/31/2015 06:02	
Surrogate: DCB	48.9 %	50 - 150			B5A2808	01/28/2015	01/31/2015 06:02	L

CET #: 5010393

Project: 41213- Westside, Waterbury

Project Number: 41213

## QUALITY CONTROL SECTION

## Batch B5A2808 - EPA 8082A

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Spike Level	Source Result	% Rec	% Rec Limits	RPD	RPD Limit	Notes
<b>Blank (B5A2808-BLK1)</b>					Prepared: 1/28/2015 Analyzed: 1/29/2015				
PCB-1016	ND	0.20							
PCB-1221	ND	0.20							
PCB-1232	ND	0.20							
PCB-1242	ND	0.20							
PCB-1248	ND	0.20							
PCB-1254	ND	0.20							
PCB-1260	ND	0.20							
PCB-1268	ND	0.20							
PCB-1262	ND	0.20							
Surrogate: TCMX					83.6	50 - 150			
Surrogate: DCB					81.9	50 - 150			
<b>LCS (B5A2808-BS1)</b>					Prepared: 1/28/2015 Analyzed: 1/29/2015				
PCB-1016	0.743	0.20	1.000		74.3	50 - 150			
PCB-1260	0.774	0.20	1.000		77.4	50 - 150			
Surrogate: TCMX					82.2	50 - 150			
Surrogate: DCB					79.0	50 - 150			
<b>Duplicate (B5A2808-DUP1)</b>		Source: 5010393-04			Prepared: 1/28/2015 Analyzed: 1/31/2015				
PCB-1016	ND	0.80		ND				50	
PCB-1221	ND	0.80		ND				50	
PCB-1232	ND	0.80		ND				50	
PCB-1242	ND	0.80		ND				50	
PCB-1248	ND	0.80		ND				50	
PCB-1254	ND	0.80		ND				50	
PCB-1260	ND	0.80		ND				50	
PCB-1268	ND	0.80		ND				50	
PCB-1262	ND	0.80		ND				50	
Surrogate: TCMX					72.1	50 - 150			
Surrogate: DCB					49.7	50 - 150			L

CET # : 5010393

Project: 41213- Westside, Waterbury

Project Number: 41213

**Batch S5A3006 - EPA 8082A**

Analyte	Result (ug/L)	RL (ug/L)	Spike Level	Source Result	% Rec	% Rec Limits	RPD	RPD Limit	Notes
<b>Calibration Check (S5A3006-CCV1)</b>					Prepared: 1/30/2015 Analyzed: 1/29/2015				
PCB-1016	1010		1,000.000		101	80 - 120			
PCB-1260	998		1,000.000		99.8	80 - 120			
<i>Surrogate: TCMX</i>					<i>106</i>	<i>50 - 150</i>			
<i>Surrogate: DCB</i>					<i>97.3</i>	<i>50 - 150</i>			

CET #: 5010393

Project: 41213- Westside, Waterbury

Project Number: 41213

Batch S5B0103 - EPA 8082A

Analyte	Result (ug/L)	RL (ug/L)	Spike Level	Source Result	% Rec	% Rec Limits	RPD	RPD Limit	Notes
Calibration Check (S5B0103-CCV1)					Prepared: 1/28/2015 Analyzed: 1/31/2015				
PCB-1016	787		1,000.000		78.7	80 - 120			L
PCB-1260	876		1,000.000		87.6	80 - 120			
Surrogate: TCMX					97.9	50 - 150			
Surrogate: DCB					68.8	50 - 150			

CET #: 5010393

Project: 41213- Westside, Waterbury

Project Number: 41213



80 Lupes Drive  
Stratford, CT 06615

Tel: (203) 377-9984  
Fax: (203) 377-9952  
email: cet1@cetlabs.com

### Quality Control Definitions and Abbreviations

Internal Standard (IS)	An Analyte added to each sample or sample extract. An internal standard is used to monitor retention time, calculate relative response, and quantify analytes of interest.
Surrogate Recovery	The % recovery for non-tarar organic compounds that are spiked into all samples. Used to determine method performance.
Continuing Calibration Batch	An analytical standard analyzed with each set of samples to verify initial calibration of the system. Samples that are analyzed together with the same method, sequence and lot of reagents within the same time period.
ND	Not detected
RL	Reporting Limit
Dilution	Multiplier added to detection levels (MDL) and/or sample results due to interferences and/or high concentration of target compounds.
Duplicate Result	Result from the duplicate analysis of a sample. Amount of analyte found in a sample.
Spike Level	Amount of analyte added to a sample
Matrix Spike Result	Amount of analyte found including amount that was spiked.
Matrix Spike Dup	Amount of analyte foun in duplicate spikes including amount that was spike.
Matrix Spike % Recovery	% Recovery of spiked amount in sample.
Matrix Spike Dup % Recovery	% Recovery of spiked duplicate amount in sample.
RPD	Relative percent difference between Matrix Spike and Matrix Spike Duplicate.
Blank	Method Blank that has been taken through all steps of the analysis.
LCS % Recovery	Laboratory Control Sample percent recovery. The amount of analyte recovered from a fortified sample.
Recovery Limits	A range within which specified measurements results must fall to be compliant.
CC	Calibration Verification

#### Flags:

- H- Recovery is above the control limits
- L- Recovery is below the control limits
- B- Compound detected in the Blank
- P- RPD of dual column results exceeds 40%
- #- Sample result too high for accurate spike recovery.



Connecticut Laboratory Certification PH0116  
Massachussets Laboratory Certification M-CT903

New York Certification 11982  
Rhode Island Certification 199

Complete Environmental Testing, Inc.

80 Lupes Drive, Stratford, CT 06615 • Tel: 203-377-9984 • Fax: 203-377-9952 • [www.cetlabs.com](http://www.cetlabs.com)

STATE PROJECT NO. 151-0204-RR

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CET # : 5010393

Project: 41213- Westside, Waterbury

Project Number: 41213

Questions related to this report should be directed to David Ditta, Timothy Fusco, or Robert Blake at 203-377-9984.

Sincerely,



David Ditta  
Laboratory Director

Report Comments:

Sample Result Flags:

- E- The result is estimated, above the calibration range.
- H- The surrogate recovery is above the control limits.
- L- The surrogate recovery is below the control limits.
- B- The compound was detected in the laboratory blank.
- P- The Relative Percent Difference (RPD) of dual column analyses exceeds 40%.
- D- The RPD between the sample and the sample duplicate is high. Sample Homogeneity may be a problem.
- + - The Surrogate was diluted out.
- \*C1- The Continuing Calibration did not meet method specifications and was biased low for this analyte. Increased uncertainty is associated with the reported value which is likely to be biased low.
- \*C2- The Continuing Calibration did not meet method specifications and was biased high for this analyte. Increased uncertainty is associated with the reported value which is likely to be biased high.
- \*F1- The Laboratory Control Sample recovery is outside of control limits. Reported value for this analyte is likely to be biased on the low side.
- \*F2- The Laboratory Control Sample recovery is outside of control limits. Reported value for this analyte is likely to be biased on the high side.
- I- The Analyte exceeds %RSD limits for the Initial Calibration. This is a non-directional bias.

All results met standard operating procedures unless indicated by a data qualifier next to a sample result, or a narration in the QC report.

Complete Environmental Testing is only responsible for the certified testing and is not directly responsible for the integrity of the sample before laboratory receipt.

ND is None Detected at the specified detection limit

All analyses were performed in house unless a Reference Laboratory is listed.

Samples will be disposed of 30 days after the report date.

CET # : 5010393

Project: 41213- Westside, Waterbury

Project Number: 41213

#### CERTIFICATIONS

##### Certified Analyses included in this Report

Analyte	Certifications
<i>EPA 8082A in Solid</i>	
PCB-1016	CT,NY
PCB-1221	CT,NY
PCB-1232	CT,NY
PCB-1242	CT,NY
PCB-1248	CT,NY
PCB-1254	CT,NY
PCB-1260	CT,NY
PCB-1268	CT
PCB-1262	CT

Complete Environmental Testing operates under the following certifications and accreditations:

Code	Description	Number	Expires
CT	Connecticut Public Health	PH0116	09/30/2016
NY	New York Certification (NELAC)	11982	04/01/2015





## ENVIRONMENTAL CONSULTING &amp; CONTRACTING

Date: November 10, 2016

Client: Mr. Robert C. Brenker; Dir. of Personnel  
Department of Education  
Chase Municipal Building  
236 Grand Street  
Waterbury, CT 06702

Project: West Side Middle School, 483 Chase Parkway, Waterbury, CT

Subject: Pre-Renovation Investigation  
Report No: 111016 ASBINV

## 1.0 INTRODUCTION

Environmental Consulting & Contracting, LLC (dba ENCO) was retained by the Department of Education of Waterbury CT to conduct a pre-renovation asbestos investigation of the fire spray and roof bowl drain insulation prior to proposed installation of new roofing at the West Side Middle School in Waterbury, CT. ENCO dispatched two CT DPH certified asbestos inspectors to this project. The first phase of this project was to conduct a visual inspection of all spaces in sections A & B that are directly under the roof to determine the type of fire spray used. The second phase was to develop a sampling protocol based upon the variety of materials found and their respective homogeneous grouping. The Asbestos Investigation and subsequent testing was conducted in accordance with the U.S. EPA National Emissions Standards for hazardous Air Pollutants Act (NESHAP) as amended November 20, 1990 and the State of Connecticut asbestos containing materials in schools regulations. The testing in this case (bulk sample analysis will first be by PLM, and if all samples prove to be less than or equal to 1% asbestos, then all samples will then be subject to PLM 400 Point Count as referenced in the Dahlem / Bishop communication dated 10-31-16 @09:55 AM) is to be conducted by a laboratory accredited by NIST in conjunction with the AIHA. EPA NESHAP regulations require the removal of any regulated Asbestos Containing Building Materials (ACM) identified which may be impacted during renovation or demolition.

## 2.0 BUILDING DESCRIPTION/EXISTING CONDITIONS

The building is a three-level public school building that encompasses approximately 183,021 square feet of interior space. The structure was built in 1975 and is of cement block, brick, and concrete construction. The subject building is experiencing roof problems culminating in the plan to replace the existing roof with a new one. A copy of the City Assessors card is attached.

Asbestos · Lead · Mold · Insulation · Residential · Commercial · Industrial

P.O. Box 2654 Waterbury, CT 06723-2654 Tel. (203) 754-5959 Fax (203) 757-5979

### 3.0 ASBESTOS CONTAINING MATERIALS

On Wednesday, November 02, 2016, State of Connecticut certified asbestos inspectors were dispatched to the site to begin collection of samples of the suspect building materials (fire spray and roof bowl drain insulation) from the under decking of the space. Before samples were secured, a visual inspection of every space was conducted by two inspectors to determine if there were more than one type of material employed for fire spray and record their respective locations prior to developing a sampling plan. Samples of each material were collected after school hours when no students were in the building. The samples were then sent to an accredited laboratory for analysis by Polarized Light Microscopy (PLM). After all samples proved negative for asbestos, the samples were subjected to a second round of analysis by PLM 400 Point Count. Each set of samples was systematically analyzed to determine asbestos content. If no asbestos was observed during analyses of the samples within the set, the suspect material was determined to be negative for asbestos content. The U.S. EPA recommends that at least three samples from each homogeneous area of 1,000 square feet or less; at least five samples from each homogenous area greater than 1,000 square feet but less than 5,000 square feet; and at least seven samples from each homogenous area greater than 5,000 square feet.

### 4.0 DISCUSSION

Sample analyses results are reported in percentages of asbestos and non-asbestos components. The U.S. EPA defines any material that contains in excess of 1% of asbestos as being asbestos-containing material (ACM). Sample results indication no asbestos detected (NAAD) is specified as non-asbestos containing materials. Any materials that were found to contain asbestos in percentages less than 1% were further analyzed by the point counting. This method is accepted as providing statistically reliable results when analyzing bulk samples with very low asbestos concentrations. If these low asbestos concentrations are found to contain less than 1% by the point counting methods, then these samples are also determined to be non-asbestos containing.

### 5.0 ASBESTOS CONTAINING MATERIAL INVENTORY

LOCATION	MATERIAL TYPE	SAMPLE #	RESULTS	QUANTITY

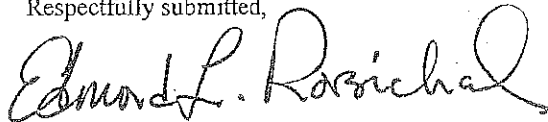
**THE LABORATORY RESULTS SHOW NO ASBESTOS DETECTED**

*SEE ATTACHED LAB REPORT AND SUPPORTIVE DOCUMENTATION*

## 6.0 CONCLUSION

Samples of the suspect material were sent to an accredited laboratory for analysis to detect any asbestos. These samples were a representation of the homogenous groups of suspect materials as defined by the U.S. E.P.A. and the State of Connecticut Department of Health Services; Asbestos Division. All asbestos containing materials to be impacted must be abated by a state of Connecticut licensed asbestos contractor prior to renovation or demolition. Visual inspections of the subsequent activity should be monitored by a competent person so that any suspect material uncovered can be tested when found, and if positive, then the appropriate action can be taken. Care must be taken during the course of work to assure no additional suspect material is uncovered. If this should happen, the contractor is to stop work and notify the asbestos inspector for further direction.

Respectfully submitted,



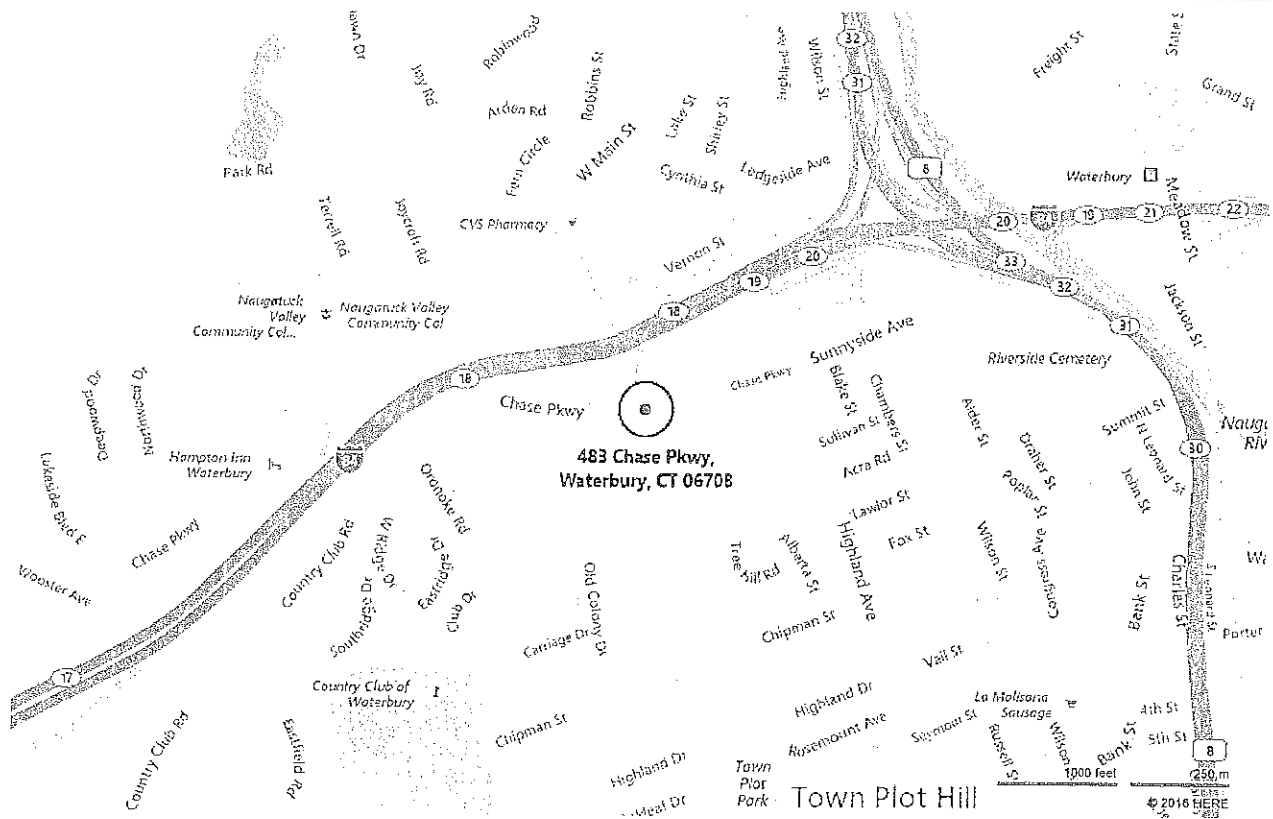
Edmond L. Robichaud  
State of Connecticut  
Licensed Asbestos Inspector  
License # 000024

C:\Users\Lou Robichaud\Documents\InspectionsAsb\483 ChasePkwy W.S.M.S. 11-16.docx

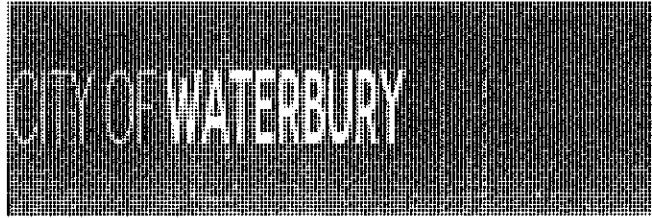
bing maps

483 Chase Pkwy, Waterbury, CT 06708

West Side Middle School



The Assessor's office is responsible for the maintenance of records on the ownership of properties. Assessments are computed at 70% of the estimated market value of real property at the time of the last revaluation which was 2012.



Information on the Property Records for the Municipality of Waterbury was last updated on 11/5/2016.

### Parcel Information

Location:	483 CHASE PARKWAY	Property Use:	School	Primary Use:	Middle School
Unique ID:	034100500113	Map Block Lot:	0341-0050-0113	Acres:	9.10
490 Acres:	0.00	Zone:	RS	Volume / Page:	1014/ 292
Developers		Census:			
Map / Lot:					

### Value Information

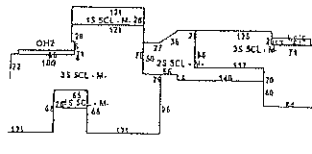
### Owner's Information

	Appraised Value	70% Assessed Value	Owner's Data
Land	1,410,728	987,510	CITY OF WATERBURY
Buildings	42,753,640	29,927,550	WEST SIDE MIDDLE SCHOOL
Detached Outbuildings	106,514	74,560	235 GRAND ST
Total	44,270,882	30,989,620	WATERBURY, CT 06702

### Building 1



Category:	School	Use:	Middle School	GLA:	183,021
Stories:	3.00	Construction:	Average	Year Built:	1975
Heating:	Forced Air	Fuel:	Gas	Cooling	0%
				Percent:	



Siding: Brick/Block  
Back-up

Roof Composite Built  
Material: Up  
Beds/Units: 0

## Special Features

## Attached Components

Sprinklers	100	Type:	Year Built:	Area:
		Canopy Canopy	1975	220
		Loading Dock Steel Dock	1975	768

## Detached Outbuildings

Type:	Year Built:	Length:	Width:	Area:
Chain Link Fencing	1975			3,606
Asphalt Paving	1975			81,620

DATE 1/13/20STATE PROJECT NO. 151-0291 RR 1 OF 1

**Asbestos inspection**  
**West Side Middle School, 483 Chase Parkway, Waterbury, CT**  
**ROOF REPLACEMENT PROJECT**

Room / space	Color	Condition	Size
A 372	Grey	15 % Damage	672 # (672)
A 373	Grey	3 % Damage	672 #
A 371	Grey	10 % Damage	672 #
A 352	Grey	0 % Damage	2,112 #
A 351	Grey	3 % Damage	672 #
A 350	Grey	0 % Damage	250 #
A 349	Tan	20 % Damage	672 #
A 348	Tan	0 % Damage	672 #
A 353	Tan	35 % Damage	672 #
A 369 Elect	HC		
A 370 Cust	HC		
A 368 Boys	HC		
A 367 Mens	HC		
A 366 Womens	HC		
A 365	HC		
A 374	Tan/Grey P	0 % Damage	672 #
A 364	Tan	5 % Damage	672 #
A 355 Boys	HC		
A 356 Men	HC		
A 357 women	HC		
A 358 Girls	HC		
A 359 Elect	HC		
A 360 JANITOR	HC		
A 363	Tan	0 % Damage	672 #
A 362	Tan	4 % Damage	672 #
A 361	tan/Grey P	1 % Damage	672 #

CONDUCTED BY

E. Roszela & Kevin White

NOTES

HC - Hand Ceiling P = Patched w. tan grey

DATE 11/2/14STATE PROJECT NO. 15-0291 RR Pg. 2 of 2

**Asbestos inspection**  
**West Side Middle School, 483 Chase Parkway, Waterbury, CT**  
**ROOF REPLACEMENT PROJECT**

Room / space	Color	Condition	Size
A 339	Tan/Grey <sup>P</sup>	40% Damage	672 #
A 338	Tan	1% Damage	166 #
A 337	Tan	30% Damage	672 #
A 336	Tan/Grey <sup>P</sup>	2% Damage	672 #
A 341	Tan	1% Damage	672 #
A 343	Tan	0% Damage	640 #
A 330	Tan	3% Damage	180 #
A 345	Tan	8% Damage	560 #
A 333	Tan	0% Damage	960 #
A 334	Tan	0% Damage	140 #
A 329	HC		
A 335	Tan/Grey <sup>P</sup>	5% Damage	672 #
A 327	Tan	1% Damage	1,140 #
A 323	Tan	0% Damage	224 #
A 332	Tan	2% Damage	672 #
A 331	Tan	0% Damage	120 #
A 330	Tan	0% Damage	672 #
A 318	Tan	0% Damage	120 #
A 316	Tan	3% Damage	576 #
A 325	Tan	40% Damage	644 #
A 326	Tan	8% Damage	728 #
A 314	Tan	0% Damage	144 #
A 313	Tan/Grey	2% Damage	728 #
A 311	Tan	0% Damage	144 #
A 312	Tan	0% Damage	728 #
A 301	Tan	0% Damage	728 #

CONDUCTED BY E. Roszucha & Kevin WhiteNOTES HC - Hard Ceiling      Grey<sup>P</sup> = Patched with grey

DATE 1/2/16

STATE PROJECT NO. 154-0291 RR Pg. 1 of 1

Asbestos inspection  
West Side Middle School, 483 Chase Parkway, Waterbury, CT  
ROOF REPLACEMENT PROJECT

[illegible]

CONDUCTED BY

E. J. Zborak & Kevin White

## NOTES

NOTES HC- Hard Ceiling

DATE 7-13-16

STATE PROJECT NO. 151-0291 RR

Pg. 1 of 2

**Asbestos inspection**  
**West Side Middle School, 483 Chase Parkway, Waterbury, CT**  
**ROOF REPLACEMENT PROJECT**

Room / space	Color	Condition	Size
B 239	HC		
B 236	Tan	0% Damage	1,500 $\phi$
B 238 Elect	HC		
B 234	NA	NA	NA
B 237	HC		
B 230	NA	NA	NA
B 232	Tan		2,160 $\phi$
B 233	NA	NA	NA
B 229	HC		
B 224 Girls	HC		
B 223 Women	HC		
B 222 Men	HC		
B 221	HC		
B 225/220	Tan	5% Damage	1200 $\phi$
B 231 Storage	HC		
B 228	Tan	3% Damage	1,500 $\phi$ / 800 $\phi$ F.S.
B 227 Storage	HC		
B 225 (Upper Mech Rm)	Tan	10% Damage	560 $\phi$
B 216	Tan	0% Damage	550 $\phi$
B 205	Tan	1% Damage	240 $\phi$
B 208 Elect.	HC		
B 209 A	Tan	< 1% Damage	225 $\phi$
B 210	Tan	0% Damage	220 $\phi$
B 212	Tan	0% Damage	100 $\phi$
B 201	Tan	0% Damage	150 $\phi$
B 204	Tan	0% Damage	80 $\phi$

CONDUCTED BY

E. Perreault & Kevin White

NOTES

HC = Hard Ceiling      P = Painted with grey

## ROOF REPLACEMENT PROJECT

CONDUCTED BY E. P. Rosenthal & Kenneth White

NOTES HC = Hard ceiling P = Patched with grey



EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

## Asbestos Chain of Custody

EMSL Order Number (Lab Use Only)

ENC065A 241604664

CLIENT NAME: <u>Waterbury Dept. of Education</u>		EMSL Customer ID:	
Street: <u>236 GRAND ST</u>		City: <u>Waterbury</u>	State/Province: <u>CT</u>
Zip/Postal Code: <u>06702</u>	Country: <u>USA</u>	Telephone #:	Fax #:
Report To (Name): <u>Lou Robichaud</u>		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address:		Purchase Order:	
Project Name/Number: <u>West Side Middle School</u>		EMSL Project ID (Internal Use Only): <u>School</u>	
U.S. State Samples Taken: <u>483 CHASE PKWY. WTB, CT</u>		CT Samples: <input type="checkbox"/> Commercial/Taxable <input checked="" type="checkbox"/> Residential/Tax Exempt	
EMSL Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different - If Bill to is Different note instructions in Comments			
Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input checked="" type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air <input type="checkbox"/> Check if samples are from NY		TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only)	
<input type="checkbox"/> NIOSH 7400	<input type="checkbox"/> AHERA 40 CFR, Part 763	<input type="checkbox"/> Microvac - ASTM D 5755	
<input type="checkbox"/> w/ OSHA 8hr. TWA	<input type="checkbox"/> NIOSH 7402	<input type="checkbox"/> Wipe - ASTM D6480	
PLM - Bulk (reporting limit)	<input type="checkbox"/> EPA Level II	<input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167)	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)	<input type="checkbox"/> ISO 10312	Soil/Rock/Vermiculite*	
<input type="checkbox"/> PLM EPA NOB (<1%)	TEM - Bulk	<input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity)	
Point Count	<input type="checkbox"/> TEM EPA NOB	<input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity)	
<input checked="" type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> NYS NOB 198.4 (non friable NY)	<input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity)	
Point Count w/Gravimetric	<input type="checkbox"/> Chatfield SOP	<input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity)	
<input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> TEM Mass Analysis: EPA 600 sec 2.5	<input type="checkbox"/> TEM Qual. via Filtration Technique	
<input type="checkbox"/> NYS 198.1 (friable in NY)	TEM - Water: EPA 100.2	<input type="checkbox"/> TEM Qual. via Drop-Mount Technique	
<input type="checkbox"/> NYS 198.6 NOB (non-friable-NY)	Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	*Can not accept New York State Loose Fill Vermiculite Samples	
<input type="checkbox"/> NYS 198.8 SOF-V	All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	Other: <input type="checkbox"/>	
<input type="checkbox"/> NIOSH 9002 (<1%)			
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.6µm <input type="checkbox"/> 0.45µm	
Samplers Name: <u>L. Robichaud</u>		Samplers Signature: <u>L. Robichaud</u>	

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
	SEE 3 ATTACHED SHEETS		
	ALL samples to be tested by PLM.		
	IF ONE TEST POSITIVE, CALL &		
	INFORM ENCD FOR FURTHER direction		
	IF none test positive, subject ALL		
	TO PLM 400 POINT COUNT.		
	ONLY 4 POINT COUNT IS POSITIVE STOP		

Client Sample # (s):	Total # of Samples: <u>78 (154)</u>
Relinquished (Client): <u>L. Robichaud</u>	Date:
Received (Lab):	Date:
Comments/Special Instructions:	

RECEIVED  
NOV-08-2001  
10:40 AM



2416 04664

CHSIL FARM, INC.  
 1000 N. 10th Avenue, Suite 100 # -  
 ALABAMA 36801  
 PHONE (205) 298-6015  
 FAX (205) 284-5978

[illegible]

THIRD FLOOR AREA A

RECEIVED  
NOV 48 2 44  
By *Q* 10:46 AM

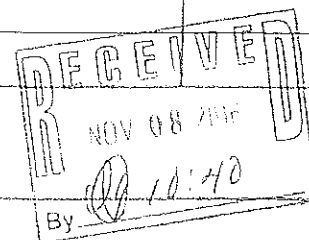


24/607664

T. J. B. P. A. & C. A. Inc.  
 1000 Thompson Road, Unit B  
 Allentown, PA 18106-4927  
 Phone: (203) 284-5513  
 Fax: (203) 284-5578

[illegible]

WSMS - second Floor Area B



Page 3 of 4 pages

OrderID: 241604664



Asbestos Chain of Custody  
EMSL Order Number (Lab Use Only)

EMSL Order Number (Lab Use Only)

241604664

ENCLOSURE

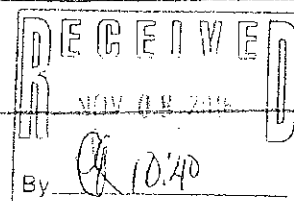
LWS: ACADEMICAL INC  
 2000 UNIVERSITY BLVD. SUITE 100  
 ANN ARBOR MI 48106-1699  
 Phone (734) 769-6043  
 FAX (734) 284-5978

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

[illegible]

\*Comments/Special Instructions:

WSMIS - ROOF DRAIN SAMPLES

Page 4 of 4 pages

**EMSL Analytical, Inc.**

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

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

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

STATE PROJECT NO. 151-0291 RR

EMSL Order: 241604664

Customer ID: ENCO65A

Customer PO:

Project ID:

Attention: Lou Robichaud

ENCO Environmental Consulting LLC

70 West Liberty Street

Waterbury, CT 06705

Phone: (203) 509-0003

Fax: (203) 757-5979

Received Date: 11/08/2016 10:40 AM

Analysis Date: 11/10/2016

Collected Date:

Project: WEST SIDE MIDDLE SCHOOL, 483 CHASE PKWY, WTBV.

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 241604664-0001	RM #A-374 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous	10% Cellulose 5% Fibrous (Other)	20% Vermiculite 65% Non-fibrous (Other)	None Detected
2 241604664-0002	RM #A-374 - GREY FIRESPRAY PATCH	Gray Non-Fibrous Homogeneous	10% Cellulose	25% Vermiculite 65% Non-fibrous (Other)	None Detected
3 241604664-0003	RM #A-374 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous	30% Cellulose 10% Glass	10% Vermiculite 50% Non-fibrous (Other)	None Detected
4 241604664-0004	RM #A-374 - TAN FIRESPRAY	Tan Fibrous Homogeneous	10% Cellulose	5% Vermiculite 65% Non-fibrous (Other)	None Detected
5 241604664-0005	RM #A-374 - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous	15% Cellulose	10% Vermiculite 75% Non-fibrous (Other)	None Detected
6 241604664-0006	RM #A-374 - TAN FIRESPRAY	Tan Fibrous Homogeneous	25% Cellulose 10% Glass	10% Vermiculite 55% Non-fibrous (Other)	None Detected
7 241604664-0007	RM #A-363 - TAN FIRESPRAY	Tan Fibrous Homogeneous	15% Cellulose 2% Glass	10% Vermiculite 73% Non-fibrous (Other)	None Detected
8 241604664-0008	RM #A-363 - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous	15% Cellulose 3% Glass	15% Vermiculite 67% Non-fibrous (Other)	None Detected
9 241604664-0009	RM #A-363 - TAN FIRESPRAY	Tan Fibrous Homogeneous	20% Cellulose 5% Glass	25% Vermiculite 50% Non-fibrous (Other)	None Detected
10 241604664-0010	RM #A-361 - GREY FIRESPRAY PATCH	Gray Non-Fibrous Homogeneous	8% Cellulose	6% Vermiculite 86% Non-fibrous (Other)	None Detected
11 241604664-0011	RM #A-361 - GREY FIRESPRAY PATCH	Gray Non-Fibrous Homogeneous	10% Cellulose	10% Vermiculite 80% Non-fibrous (Other)	None Detected
12 241604664-0012	RM #A-361 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous	20% Cellulose <1% Glass	10% Vermiculite 70% Non-fibrous (Other)	None Detected
13 241604664-0013	RM #A-361 - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous	6% Cellulose 2% Glass	5% Vermiculite 87% Non-fibrous (Other)	None Detected
14 241604664-0014	RM #A-361 - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous	9% Cellulose 2% Glass	8% Vermiculite 81% Non-fibrous (Other)	None Detected
15 241604664-0015	RM #A-361 - TAN FIRESPRAY	Tan Fibrous Homogeneous	25% Cellulose 5% Glass	30% Vermiculite 40% Non-fibrous (Other)	None Detected
16 241604664-0016	RM #A-361 - TAN FIRESPRAY	Tan Fibrous Homogeneous	15% Cellulose 10% Glass	20% Vermiculite 55% Non-fibrous (Other)	None Detected

Initial report from: 11/10/2016 16:05:22

**EMSL Analytical, Inc.**

29 North Plains Highway, Unit # 4 Wallingford, CT 06482

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

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

STATE PROJECT NO. 151-0291 RR

EMSL Order: 241604664

Customer ID: ENCO65A

Customer PO:

Project ID:

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
17 241604664-0017	RM #A-339 - GREY FIRESPRAY PATCH	Gray Non-Fibrous Homogeneous	10% Cellulose <1% Glass	15% Vermiculite 75% Non-fibrous (Other)	None Detected
18 241604664-0018	RM #A-339 - GREY FIRESPRAY PATCH	Gray Non-Fibrous Homogeneous	3% Cellulose 2% Glass	20% Vermiculite 75% Non-fibrous (Other)	None Detected
19 241604664-0019	RM #A-339 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous	10% Cellulose <1% Glass	20% Vermiculite 70% Non-fibrous (Other)	None Detected
20 241604664-0020	RM #A-339 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous	35% Cellulose	10% Vermiculite 55% Non-fibrous (Other)	None Detected
21 241604664-0021	RM #A-336 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous	10% Cellulose 2% Glass	20% Vermiculite 68% Non-fibrous (Other)	None Detected
22 241604664-0022	RM #A-336 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous	15% Cellulose 5% Glass	20% Vermiculite 60% Non-fibrous (Other)	None Detected
23 241604664-0023	RM #A-336 - GREY FIRESPRAY PATCH	Gray Non-Fibrous Homogeneous	5% Cellulose 2% Glass	15% Vermiculite 78% Non-fibrous (Other)	None Detected
24 241604664-0024	RM #A-336 - TAN FIRESPRAY	Gray Fibrous Homogeneous	15% Cellulose 5% Glass	20% Vermiculite 60% Non-fibrous (Other)	None Detected
25 241604664-0025	RM #A-336 - TAN FIRESPRAY	Gray Fibrous Homogeneous	35% Cellulose 2% Glass	10% Vermiculite 53% Non-fibrous (Other)	None Detected
26 241604664-0026	RM #A-336 - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous	15% Cellulose 3% Glass	25% Vermiculite 57% Non-fibrous (Other)	None Detected
27 241604664-0027	RM #A-335 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous	30% Cellulose 2% Glass	20% Vermiculite 48% Non-fibrous (Other)	None Detected
28 241604664-0028	RM #A-335 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous	30% Cellulose 3% Glass	20% Vermiculite 47% Non-fibrous (Other)	None Detected
29 241604664-0029	RM #A-335 - GREY FIRESPRAY PATCH	Gray Non-Fibrous Homogeneous	4% Cellulose <1% Glass	25% Vermiculite 71% Non-fibrous (Other)	None Detected
30 241604664-0030	RM #A-327 - TAN FIRESPRAY	Tan Fibrous Homogeneous	20% Cellulose 5% Glass	20% Vermiculite 55% Non-fibrous (Other)	None Detected
31 241604664-0031	RM #A-327 - TAN FIRESPRAY	Tan Fibrous Homogeneous	10% Cellulose 20% Glass	20% Vermiculite 50% Non-fibrous (Other)	None Detected
32 241604664-0032	RM #A-327 - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous	15% Cellulose 5% Glass	20% Vermiculite 60% Non-fibrous (Other)	None Detected
33 241604664-0033	RM #A-327 - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous	15% Cellulose 2% Glass	25% Vermiculite 58% Non-fibrous (Other)	None Detected
34 241604664-0034	RM #A-313 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous	20% Cellulose	25% Vermiculite 55% Non-fibrous (Other)	None Detected
35 241604664-0035	RM #A-313 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous	5% Cellulose 10% Glass	25% Vermiculite 60% Non-fibrous (Other)	None Detected

Initial report from: 11/10/2016 16:05:22

**EMSL Analytical, Inc.**

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

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

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

STATE PROJECT NO. 151-0291 RR

EMSL Order: 241604664

Customer ID: ENCO65A

Customer PO:

Project ID:

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
36 241604664-0036	RM #A-313 - GREY FIRESpray PATCH	Gray Fibrous Homogeneous	10% Cellulose 10% Glass	30% Vermiculite 50% Non-fibrous (Other)	None Detected
37 241604664-0037	RM #A-313 - GREY FIRESpray PATCH	Gray Non-Fibrous Homogeneous	4% Cellulose <1% Glass	15% Vermiculite 81% Non-fibrous (Other)	None Detected
38 241604664-0038	RM #A-302 - TAN FIRESpray	Tan Fibrous Homogeneous	30% Cellulose	25% Vermiculite 45% Non-fibrous (Other)	None Detected
39 241604664-0039	RM #A-302 - TAN FIRESpray	Tan Fibrous Homogeneous	40% Cellulose 5% Glass	20% Vermiculite 35% Non-fibrous (Other)	None Detected
40 241604664-0040	RM #A-302 - TAN FIRESpray	Tan Non-Fibrous Homogeneous	8% Cellulose 4% Glass	20% Vermiculite 68% Non-fibrous (Other)	None Detected
41 241604664-0041	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Non-Fibrous Homogeneous	5% Cellulose 10% Glass	15% Vermiculite 70% Non-fibrous (Other)	None Detected
42 241604664-0042	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Non-Fibrous Homogeneous	10% Cellulose 3% Glass	25% Vermiculite 62% Non-fibrous (Other)	None Detected
43 241604664-0043	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Non-Fibrous Homogeneous	10% Cellulose 2% Glass	20% Vermiculite 68% Non-fibrous (Other)	None Detected
44 241604664-0044	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Non-Fibrous Homogeneous	4% Cellulose 3% Glass	10% Vermiculite 83% Non-fibrous (Other)	None Detected
45 241604664-0045	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Fibrous Homogeneous	35% Cellulose 5% Glass	10% Vermiculite 50% Non-fibrous (Other)	None Detected
46 241604664-0046	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Fibrous Homogeneous	15% Cellulose 15% Glass	10% Vermiculite 60% Non-fibrous (Other)	None Detected
47 241604664-0047	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Fibrous Homogeneous	5% Cellulose 10% Glass	30% Vermiculite 55% Non-fibrous (Other)	None Detected
48 241604664-0048	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Fibrous Homogeneous	25% Cellulose 10% Glass	20% Vermiculite 45% Non-fibrous (Other)	None Detected
49 241604664-0049	RM #B-232 LOBBY - TAN FIRESpray	Tan Non-Fibrous Homogeneous	10% Cellulose 2% Glass	15% Vermiculite 73% Non-fibrous (Other)	None Detected
50 241604664-0050	RM #B-232 LOBBY - TAN FIRESpray	Tan Non-Fibrous Homogeneous	15% Cellulose 3% Glass	25% Vermiculite 57% Non-fibrous (Other)	None Detected
51 241604664-0051	RM #B-232 LOBBY - TAN FIRESpray	Tan Fibrous Homogeneous	15% Cellulose 10% Glass	20% Vermiculite 55% Non-fibrous (Other)	None Detected
52 241604664-0052	RM #B-218 GUIDANCE - TAN FIRESpray	Tan Non-Fibrous Homogeneous	15% Cellulose 3% Glass	15% Vermiculite 67% Non-fibrous (Other)	None Detected
53 241604664-0053	RM #B-218 GUIDANCE - TAN FIRESpray	Tan Non-Fibrous Homogeneous	10% Cellulose 5% Glass	20% Vermiculite 65% Non-fibrous (Other)	None Detected
54 241604664-0054	RM #B-218 GUIDANCE - TAN FIRESpray	Tan Fibrous Homogeneous	25% Cellulose 10% Glass	20% Vermiculite 45% Non-fibrous (Other)	None Detected

Initial report from: 11/10/2016 16:05:22

**EMSL Analytical, Inc.**

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

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

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

STATE PROJECT NO. 151-0291 RR

EMSL Order: 241604664

Customer ID: ENCO65A

Customer PO:

Project ID:

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
55	RM #B-209 CONF. RM. - TAN	Tan Non-Fibrous	10% Cellulose <1% Glass	15% Vermiculite 75% Non-fibrous (Other)	None Detected
241604664-0055	FIRESPRAY	Homogeneous			
56	RM #B-209 CONF. RM. - TAN	Tan Fibrous	30% Cellulose 10% Glass	20% Vermiculite 40% Non-fibrous (Other)	None Detected
241604664-0056	FIRESPRAY	Homogeneous			
57	RM #B-205 NURSE OFFICE - TAN	Tan Non-Fibrous	10% Cellulose 2% Glass	15% Vermiculite 73% Non-fibrous (Other)	None Detected
241604664-0057	FIRESPRAY	Homogeneous			
58	RM #B-205 NURSE OFFICE - TAN	Tan Non-Fibrous	10% Cellulose 2% Glass	15% Vermiculite 73% Non-fibrous (Other)	None Detected
241604664-0058	FIRESPRAY	Homogeneous			
59	RM #B-205 NURSE OFFICE - TAN	Tan Fibrous	35% Cellulose 10% Glass	20% Vermiculite 35% Non-fibrous (Other)	None Detected
241604664-0059	FIRESPRAY	Homogeneous			
60	RM #B-209 CONF RM - GREY PATCH	Tan Non-Fibrous	10% Cellulose 2% Glass	15% Vermiculite 73% Non-fibrous (Other)	None Detected
241604664-0060		Homogeneous			
61	RM #B-209 CONF RM - GREY PATCH	Tan Non-Fibrous	15% Cellulose 3% Glass	20% Vermiculite 62% Non-fibrous (Other)	None Detected
241604664-0061		Homogeneous			
62	RM #B-209 CONF RM - GREY PATCH	Gray Fibrous	50% Cellulose	20% Vermiculite 30% Non-fibrous (Other)	None Detected
241604664-0062		Homogeneous			
63	RM #B-209 CONF RM - GREY PATCH	Gray Fibrous	25% Cellulose 5% Glass	10% Vermiculite 60% Non-fibrous (Other)	None Detected
241604664-0063		Homogeneous			
64	RM #A-353 - ROOF DRAIN INSULATION	Tan Non-Fibrous	10% Cellulose 4% Glass	25% Vermiculite 61% Non-fibrous (Other)	None Detected
241604664-0064		Homogeneous			
65	RM #A-353 - ROOF DRAIN INSULATION	Tan Non-Fibrous	15% Cellulose 2% Glass	15% Vermiculite 68% Non-fibrous (Other)	None Detected
241604664-0065		Homogeneous			
66	RM #A-353 - ROOF DRAIN INSULATION	Brown Fibrous	25% Cellulose 20% Glass	40% Vermiculite 15% Non-fibrous (Other)	None Detected
241604664-0066		Homogeneous			
67	RM #A-345 - ROOF DRAIN INSULATION	Tan Non-Fibrous	15% Cellulose 2% Glass	20% Vermiculite 63% Non-fibrous (Other)	None Detected
241604664-0067		Homogeneous			
68	RM #A-345 - ROOF DRAIN INSULATION	Tan Non-Fibrous	10% Cellulose 2% Glass	15% Vermiculite 73% Non-fibrous (Other)	None Detected
241604664-0068		Homogeneous			
69	RM #A-345 - ROOF DRAIN INSULATION	Gray Fibrous	20% Cellulose 20% Glass	10% Vermiculite 50% Non-fibrous (Other)	None Detected
241604664-0069		Homogeneous			
70	RM #A-323 - ROOF DRAIN INSULATION	Tan Non-Fibrous	10% Cellulose 2% Glass	20% Vermiculite 68% Non-fibrous (Other)	None Detected
241604664-0070		Homogeneous			
71	RM #A-323 - ROOF DRAIN INSULATION	Tan Non-Fibrous	20% Cellulose 3% Glass	25% Vermiculite 52% Non-fibrous (Other)	None Detected
241604664-0071		Homogeneous			
72	RM #A-323 - ROOF DRAIN INSULATION	Gray Fibrous	20% Cellulose 20% Glass	10% Vermiculite 50% Non-fibrous (Other)	None Detected
241604664-0072		Homogeneous			
73	RM #A-316 - ROOF DRAIN INSULATION	Tan Non-Fibrous	10% Cellulose 2% Glass	20% Vermiculite 68% Non-fibrous (Other)	None Detected
241604664-0073		Homogeneous			

Initial report from: 11/10/2016 16:05:22



# EMSL Analytical, Inc.

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

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

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

STATE PROJECT NO. 151-0291 RR

EMSL Order: 241604664

Customer ID: ENCO65A

Customer PO:

Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
74 241604664-0074	RM #A-316 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous	20% Cellulose 3% Glass	25% Vermiculite 52% Non-fibrous (Other)	None Detected
75 241604664-0075	RM #A-316 - ROOF DRAIN INSULATION	Tan Fibrous Homogeneous	25% Cellulose 10% Glass	20% Vermiculite 45% Non-fibrous (Other)	None Detected
76 241604664-0076	RM #B-216 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous	10% Cellulose 60% Min. Wool	30% Non-fibrous (Other)	None Detected
77 241604664-0077	RM #B-216 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous	10% Cellulose 50% Min. Wool	40% Non-fibrous (Other)	None Detected
78 241604664-0078	RM #B-216 - ROOF DRAIN INSULATION	Gray Fibrous Homogeneous	10% Cellulose 40% Min. Wool	50% Non-fibrous (Other)	None Detected

Analyst(s)

Almedina Hodzic (42)

Lauren Brennan (36)

Lauren Brennan, Asbestos Lab Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-triable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

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

Initial report from: 11/10/2016 16:05:22

**EMSL Analytical, Inc.**

29 North Plains Highway, Unit # 4 Wallingford, CT 06492  
 Phone/Fax: (203) 284-5948 / (203) 284-5978  
<http://www.EMSL.com> / [wallingfordlab@emsl.com](mailto:wallingfordlab@emsl.com)

STATE PROJECT NO. 151-0291 RR

EMSL Order: 241604664

Customer ID: ENCO65A

Customer PO:

Project ID:

Attention: Lou Robichaud

ENCO Environmental Consulting LLC

70 West Liberty Street

Waterbury, CT 06705

Phone: (203) 509-0003

Fax: (203) 757-5979

Received: 11/08/2016 10:40 AM

Analysis Date: 11/10/2016

Collected:

Project: WEST SIDE MIDDLE SCHOOL, 483 CHASE PKWY. WTBY.

**Test Report: Asbestos Analysis of Bulk Materials by PLM via EPA 600/R-93/116 Method  
 using Polarized Light Microscopy. Quantitation using 400 Point Count Procedure**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 241604664-0001	RM #A-374 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2 241604664-0002	RM #A-374 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3 241604664-0003	RM #A-374 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4 241604664-0004	RM #A-374 - TAN FIRESPRAY	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5 241604664-0005	RM #A-374 - TAN FIRESPRAY	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6 241604664-0006	RM #A-374 - TAN FIRESPRAY	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7 241604664-0007	RM #A-363 - TAN FIRESPRAY	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8 241604664-0008	RM #A-363 - TAN FIRESPRAY	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9 241604664-0009	RM #A-363 - TAN FIRESPRAY	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
10 241604664-0010	RM #A-361 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
11 241604664-0011	RM #A-361 - GREY FIRESPRAY PATCH	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0, CT PH-0322, MAAA000191, RIAAL-108T3, VT AL357101

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STATE PROJECT NO. 151-0291 RR

EMSL Order: 241604664

Customer ID: ENCO65A

Customer PO:

Project ID:

Attention: Lou Robichaud

ENCO Environmental Consulting LLC

70 West Liberty Street

Waterbury, CT 06705

Phone: (203) 509-0003

Fax: (203) 757-5979

Received: 11/08/2016 10:40 AM

Analysis Date: 11/10/2016

Collected:

Project: WEST SIDE MIDDLE SCHOOL, 483 CHASE PKWY. WTBY.

**Test Report: Asbestos Analysis of Bulk Materials by PLM via EPA 600/R-93/116 Method  
 using Polarized Light Microscopy. Quantitation using 400 Point Count Procedure**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
12 241604664-0012	RM #A-361 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13 241604664-0013	RM #A-361 - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
14 241604664-0014	RM #A-361 - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
15 241604664-0015	RM #A-361 - TAN FIRESPRAY	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16 241604664-0016	RM #A-361 - TAN FIRESPRAY	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
17 241604664-0017	RM #A-339 - GREY FIRESPRAY PATCH	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
18 241604664-0018	RM #A-339 - GREY FIRESPRAY PATCH	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
19 241604664-0019	RM #A-339 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
20 241604664-0020	RM #A-339 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
21 241604664-0021	RM #A-336 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
22 241604664-0022	RM #A-336 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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**Test Report: Asbestos Analysis of Bulk Materials by PLM via EPA 600/R-93/116 Method  
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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
23 241604664-0023	RM #A-336 - GREY FIRESPRAY PATCH	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
24 241604664-0024	RM #A-336 - TAN FIRESPRAY	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
25 241604664-0025	RM #A-336 - TAN FIRESPRAY	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
26 241604664-0026	RM #A-336 - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
27 241604664-0027	RM #A-335 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
28 241604664-0028	RM #A-335 - GREY FIRESPRAY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
29 241604664-0029	RM #A-335 - GREY FIRESPRAY PATCH	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
30 241604664-0030	RM #A-327 - TAN FIRESPRAY	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
31 241604664-0031	RM #A-327 - TAN FIRESPRAY	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
32 241604664-0032	RM #A-327 - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
33 241604664-0033	RM #A-327 - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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**Test Report: Asbestos Analysis of Bulk Materials by PLM via EPA 600/R-93/116 Method  
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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
34 241604664-0034	RM #A-313 - GREY FIRESpray PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
35 241604664-0035	RM #A-313 - GREY FIRESpray PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
36 241604664-0036	RM #A-313 - GREY FIRESpray PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
37 241604664-0037	RM #A-313 - GREY FIRESpray PATCH	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
38 241604664-0038	RM #A-302 - TAN FIRESpray	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
39 241604664-0039	RM #A-302 - TAN FIRESpray	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
40 241604664-0040	RM #A-302 - TAN FIRESpray	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
41 241604664-0041	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
42 241604664-0042	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
43 241604664-0043	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
44 241604664-0044	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
45 241604664-0045	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
46 241604664-0046	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
47 241604664-0047	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
48 241604664-0048	RM #B-241 MECH RM BY GYM B-240 - TAN FIRESpray	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
49 241604664-0049	RM #B-232 LOBBY - TAN FIRESpray	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
50 241604664-0050	RM #B-232 LOBBY - TAN FIRESpray	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
51 241604664-0051	RM #B-232 LOBBY - TAN FIRESpray	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
52 241604664-0052	RM #B-218 GUIDANCE - TAN FIRESpray	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
53 241604664-0053	RM #B-218 GUIDANCE - TAN FIRESpray	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
54 241604664-0054	RM #B-218 GUIDANCE - TAN FIRESpray	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
55 241604664-0055	RM #B-209 CONF. RM. - TAN FIRESpray	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
56 241604664-0056	RM #B-209 CONF. RM. - TAN FIRESPRAY	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
57 241604664-0057	RM #B-205 NURSE OFFICE - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
58 241604664-0058	RM #B-205 NURSE OFFICE - TAN FIRESPRAY	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
59 241604664-0059	RM #B-205 NURSE OFFICE - TAN FIRESPRAY	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
60 241604664-0060	RM #B-209 CONF RM - GREY PATCH	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
61 241604664-0061	RM #B-209 CONF RM - GREY PATCH	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
62 241604664-0062	RM #B-209 CONF RM - GREY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
63 241604664-0063	RM #B-209 CONF RM - GREY PATCH	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
64 241604664-0064	RM #A-353 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
65 241604664-0065	RM #A-353 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
66 241604664-0066	RM #A-353 - ROOF DRAIN INSULATION	Brown Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

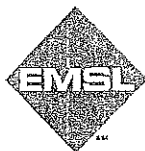
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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
67 241604664-0067	RM #A-345 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
68 241604664-0068	RM #A-345 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
69 241604664-0069	RM #A-345 - ROOF DRAIN INSULATION	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
70 241604664-0070	RM #A-323 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
71 241604664-0071	RM #A-323 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
72 241604664-0072	RM #A-323 - ROOF DRAIN INSULATION	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
73 241604664-0073	RM #A-316 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
74 241604664-0074	RM #A-316 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
75 241604664-0075	RM #A-316 - ROOF DRAIN INSULATION	Tan Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
76 241604664-0076	RM #B-216 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
77 241604664-0077	RM #B-216 - ROOF DRAIN INSULATION	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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**Test Report: Asbestos Analysis of Bulk Materials by PLM via EPA 600/R-93/116 Method  
using Polarized Light Microscopy. Quantitation using 400 Point Count Procedure**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
78	RM #B-216 - ROOF	Gray		100% Non-fibrous (Other)	None Detected
241604664-0078	DRAIN INSULATION	Fibrous			
		Homogeneous			

Analyst(s)

Almedina Hodzic (42)

Lauren Brennan (36)

Lauren Brennan, Asbestos Lab Manager  
or other approved signatory

Disclaimer: Some samples may contain asbestos fibers present in dimensions below PLM resolution limits. The limit of detection as stated in the method is 0.25%. EMSL Analytical Inc suggests that samples reported as <0.25% or none detected undergo additional analysis via TEM. The above test report relates only to the items tested. This report may not be reproduced, except in full, without written approval of EMSL Analytical Inc. This test report must not be used by the client to claim product endorsement by NVLAP or any agency of the United States Government. EMSL Analytical Inc., bears no responsibility for sample collection activities, analytical method limitations, or the accuracy of results when requested to separate layered samples. EMSL Analytical Inc., liability is limited to the cost of sample analysis. The test results contained within this report meet the requirements of NELAC unless otherwise noted. Samples received in good condition unless otherwise noted. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample.

Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0, CT PH-0322, MA AA000191, RI AAL-108T3, VT AL357101

Initial report from: 11/10/2016 16:05:30

Printed 11/10/2016 4:05:30PM

Page 8 of 8

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH


PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT  
THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A  
ASBESTOS CONSULTANT-INSPECTOR

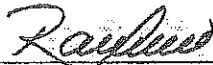
KEVIN M WHITE

CERTIFICATE NO.  
000704

CURRENT THROUGH  
06/30/17

VALIDATION NO.  
03-515803

  
SIGNATURE

  
COMMISSIONER


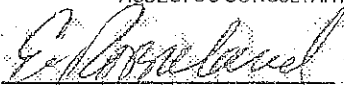
WALLET CARD

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

NAME  
EDMOND L. ROBICHAUD

VALIDATION NO.	CERTIFICATE NO.	CURRENT THROUGH
03-547771	000024	09/30/17

PROFESSION  
ASBESTOS CONSULTANT-INSP/MGMT PLANNER



SIGNATURE COMMISSIONER



Construction Contract for West Side Middle School Roof Replacement between  
City of Waterbury and Silktown Roofing, Incorporated

**ATTACHMENT A-2**

Project plans, specifications, drawings, supplemental conditions, consisting of Drawings prepared by Architect Silver/Petrucci + Associates, Inc., entitled West Side Middle School Roof Replacement. consisting of 8 pages. (Attached hereto.)



# West Side Middle School Roof Replacement City of Waterbury 483 Chase Parkway Waterbury, Ct 06708



**SITE LOCATION MAP**  
SCALE NONE



- DRAWING LIST:
- CS - Cover Sheet
  - C1 - Code Information
  - A1 - Overall Roof and Demolition Plan
  - A2 - Roof Plan Part 'A'
  - A3 - Roof Plan Part 'B'
  - A4 - Roof Plan Part 'C'
  - A5 - Roof Details
  - A6 - Roof Details

100% Contract Documents



**SILVER / PETRUCELLI + ASSOCIATES**  
*Architects / Engineers / Interior Designers*  
3190 Whitney Avenue, Hamden, CT 06518-2340  
Tel. 203 230 9007 Fax. 203 230 8247  
silverpetrucelli.com

THE CITY OF WATERBURY OFFICIALS:

Building Inspector

Fire Marshal

Health Inspector

ADA 504 Coordinator

State Project Number: 151-0291 RR

SP+A Project Number: 14.301

Date: 27<sup>th</sup> October, 2016

Issued For Bidding:

CS



## CODE INFORMATION

[illegible][illegible][illegible]

Roof Replacement At: West Side Middle School



SILVER / PETRICELLI + ASSOCIATES

*Architects / Engineers / Interior Designers*

3190 Whitney Avenue, Hamden, CT 06518-2340  
Tel. 203 230 9907 Fax 203 230 8347  
slh@vernetzaff.com

[illegible]

## Code Information

State Project Number: 151-0291 RRT

Name \_\_\_\_\_  
 27TH OCTOBER 2008  
 Teacher \_\_\_\_\_  
 HOME \_\_\_\_\_  
 Dress Box \_\_\_\_\_  
 COM \_\_\_\_\_  
 Page Number \_\_\_\_\_  
 14-201

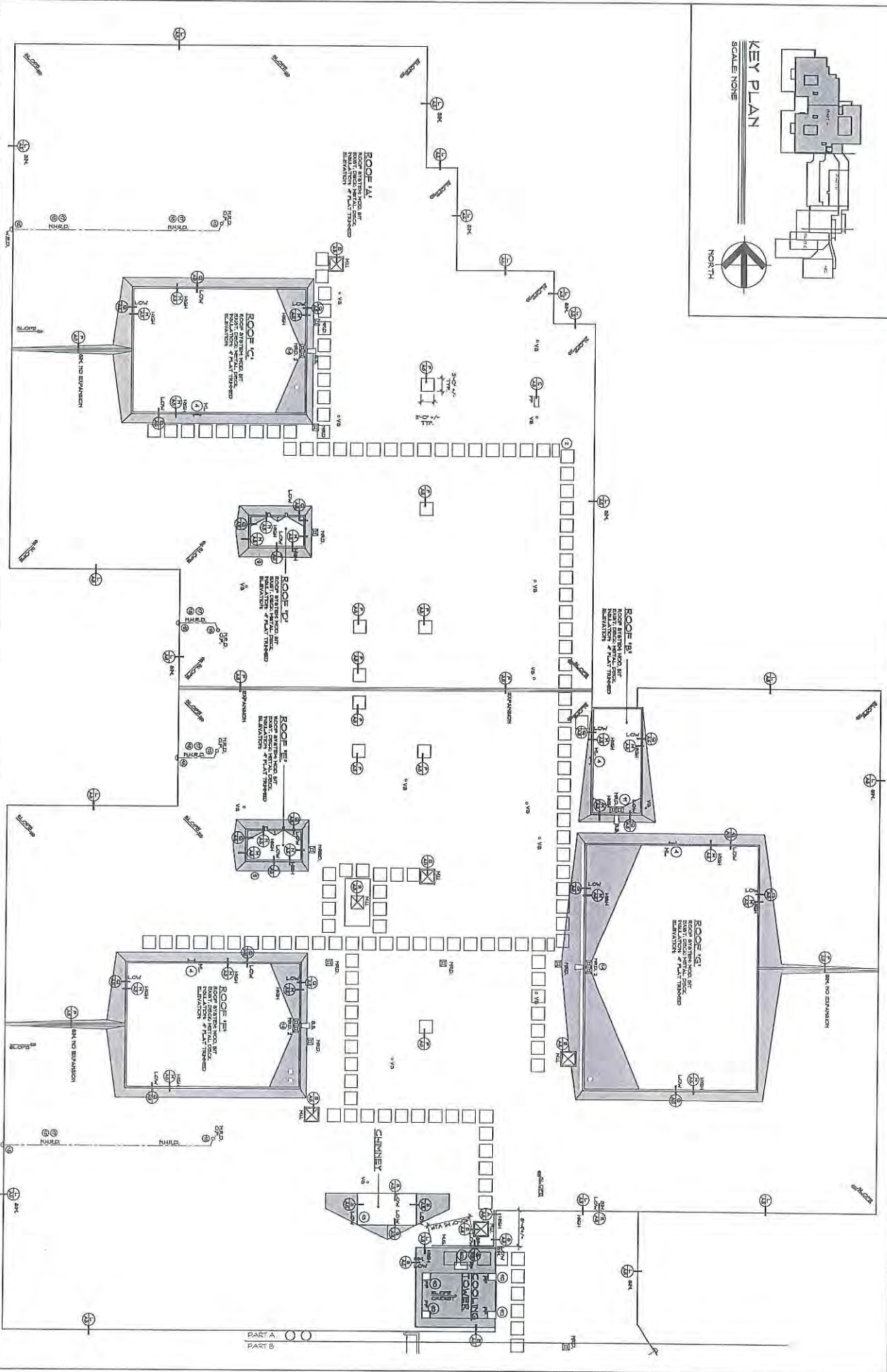
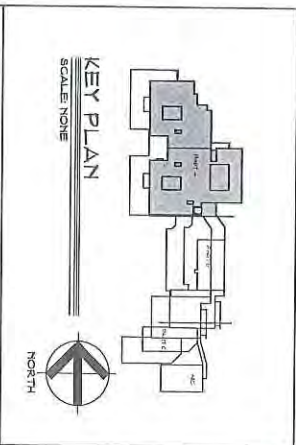




.....

Date: \_\_\_\_\_  
 27TH OCTOBER, 2013  
 \_\_\_\_\_  
 Scribe: \_\_\_\_\_





Roof Replacement At: West Side Middle School  
483 Chase Parkway,  
Waterbury, Connecticut 06708

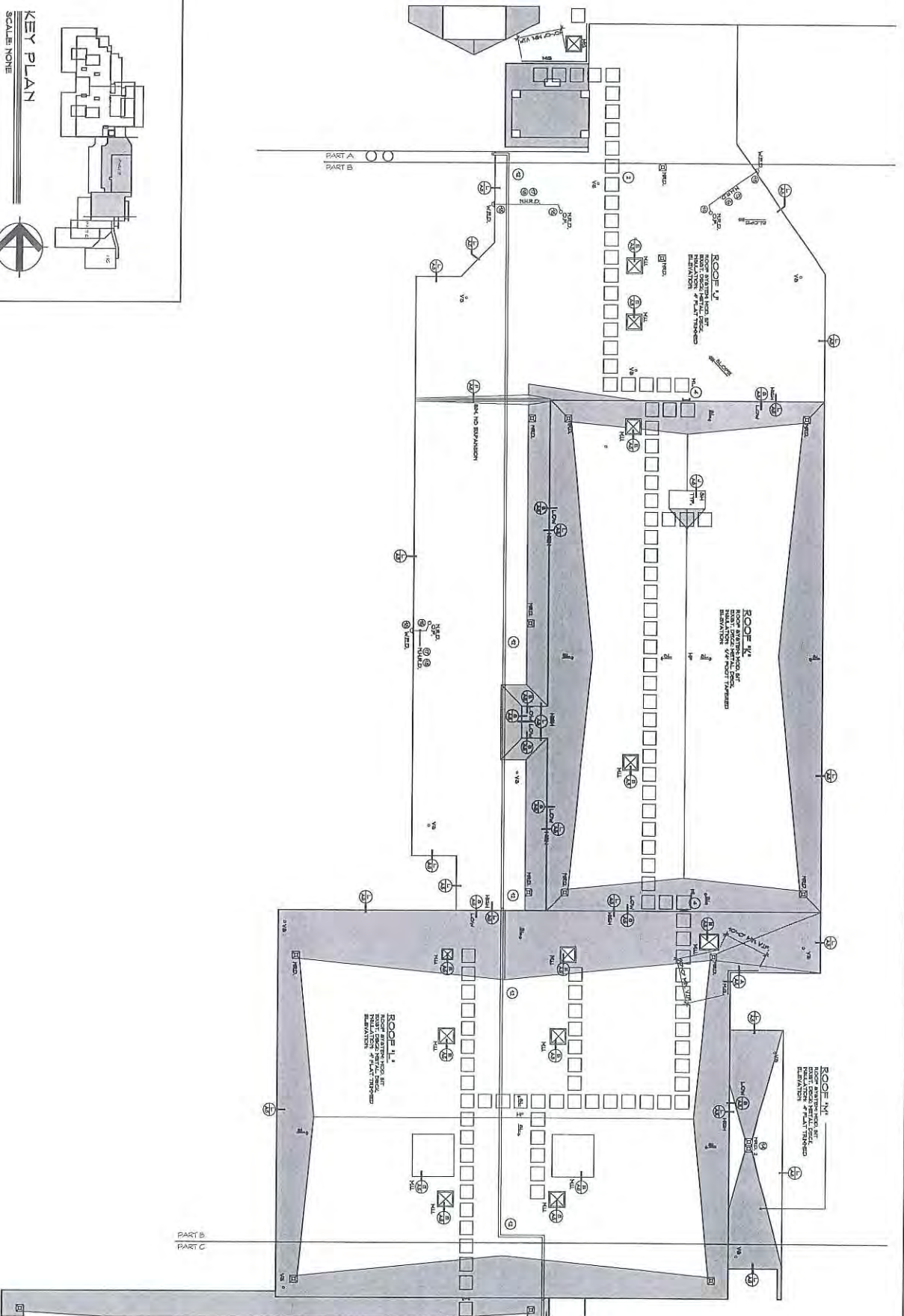
SILVER / PETRICELLI + ASSOCIATES  
Architects / Engineers / Interior Designers  
3108 Wilsey Avenue, Bridgeport, CT 06610-2540  
Tel: 203.366.9000 Fax: 203.366.7247  
info@silverpetricelli.com

Partial Roof Plan  
Part 'A'

State Project Number: 151-0291 R/R

27TH OCTOBER, 2016  
A2





KEY PLAN  
SCALE NONE



Roof Replacement At: West Side Middle School

483 Chase Parkway,  
Waterbury, Connecticut 06708



SILVER / PETRUCCI & ASSOCIATES

Architect / Engineer / Interior Designers

3109 Wilbury Avenue, Hamden, CT 06518-2540

TEL: 203.343.0000 FAX: 203.343.0007

info@spandco.com

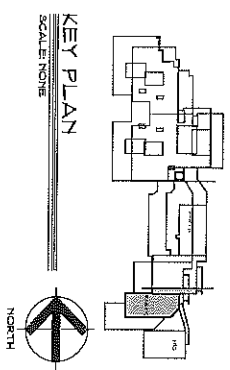
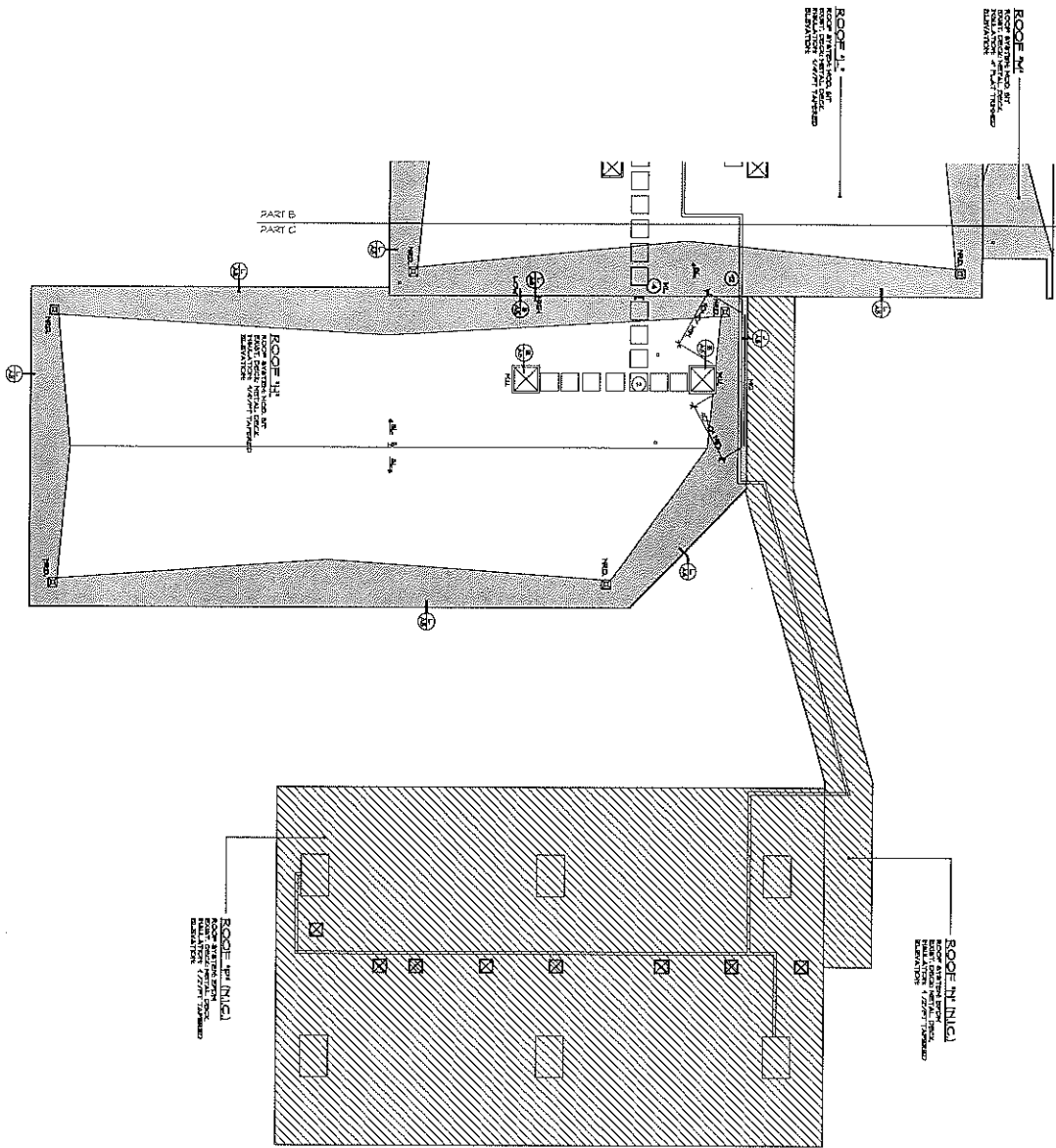
Roof Plan Part B

Sheet Project Number: 151-0291 R/R

DATE: 27th OCTOBER 2006  
SHEET: 5 OF 5  
DRAWN BY: [blank]  
CHECKED BY: [blank]  
PROJECT NUMBER: 151-0291

A3





**Roof Replacement At: West Side Middle School**  
 483 Chase Parkway,  
 Waterbury, Connecticut 06708



**SILVER / PETRUCCI + ASSOCIATES**  
 Architects / Engineers / Interior Designers  
 3100 Wilbury Avenue, Trumbull, CT 06611-2340  
 TEL: 203.239.9007 FAX: 203.239.9147  
 info@spetrucci.com

Sheet	Revisions	Date	Revised By

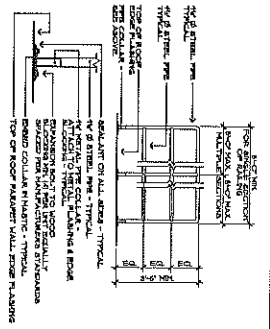
**Roof Plan Part 'C'**  
 Scale: Project Number: 151-0291.RR

DATE: 07/11/2008  
 TIME: 10:00 AM  
 DRAWN BY: J. J. J. J.  
 CHECKED BY: J. J. J. J.  
 APPROVED BY: J. J. J. J.  
 44-2031

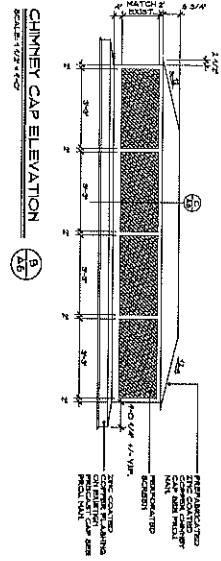




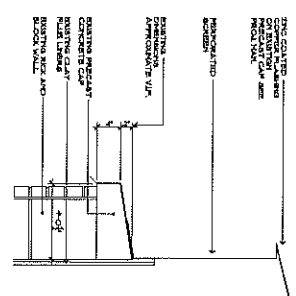
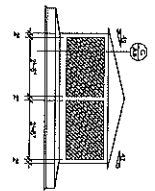




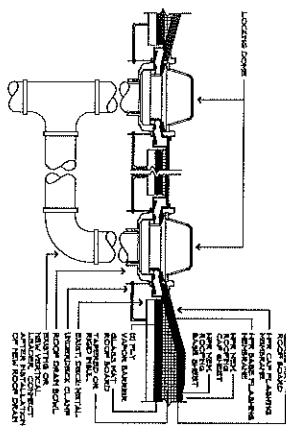
**TYPE GUARD DETAIL**  
SCALE 1/2" = 1'-0"



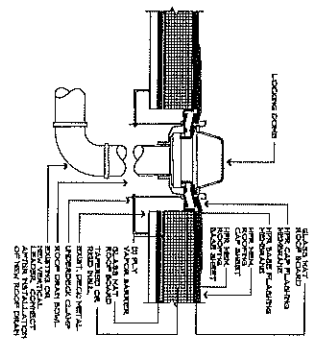
**CHIMNEY CAP ELEVATION**  
SCALE 1/2" = 1'-0"



**CHIMNEY FLASHING DETAIL**  
SCALE 1/2" = 1'-0"



**ROOF DRAIN DETAIL TYPE I**  
SCALE 1/2" = 1'-0"



**ROOF DRAIN DETAIL TYPE II**  
SCALE 1/2" = 1'-0"

**Roof Replacement At: West Side Middle School**  
483 Chase Parkway,  
Waterbury, Connecticut 06708



**SILVER / PETRUCCI + ASSOCIATES**  
Architects / Engineers / Interior Designers  
3100 Midway Avenue, Yonkers, NY 10714-2148  
TEL 914.963.7300 FAX 914.963.7301  
sil@spadefirm.com

Author	Revised	Date	Comments

**Roof Details**  
State Project Number: 151-0291 RR

DATE: 10/20/2010  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]  
A6



Construction Contract for West Side Middle School Roof Replacement between  
City of Waterbury and Silktown Roofing, Incorporated

**ATTACHMENT A-3**

Contractor's Response/Bid Form to City of Waterbury ITB Number 5742, dated April 26, 2017,  
consisting of 52 pages. (Attached hereto.)



**COPY**

THE CITY OF WATERBURY  
WEST SIDE MIDDLE SCHOOL  
ROOF REPLACEMENT

INVITATION TO BID  
#5742

SECTION 00400

Date: 4/26/2017

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:

Silktown Roofing, 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:****BASE BID #1 -**

<b>BID DESCRIPTION – BASE BID #1</b>	<b>BID SUMMARY (NUMBERS &amp; WRITTEN)</b>
<b>Base Bid #1:</b> SBS Modified Bituminous Membrane Roofing System (per Section 075216)	\$ 1,442,000.00 One Million, Four Hundred Forty Two Thousand and 00/100 Dollars
Change Order Contingency (10% of Base Bid)	\$ 144,200.00 One Hundred Forty Four Thousand, Two Hundred and 00/100 Dollars
<b>TOTAL BID PRICE: Base Bid #1</b> (Sum of Base Bid + CO Contingency)	\$ 1,586,200.00 One Million, Five Hundred Eighty Six Thousand, Two Hundred and 00/100 Dollars

**BASE BID #2 –**

<b>BID DESCRIPTION – BASE BID #2</b>	<b>BID SUMMARY (NUMBERS &amp; WRITTEN)</b>
<b>Base Bid #2:</b> EPDM Roofing (per Section 075323)	\$ 1,417,000.00 One Million, Four Hundred Seventeen Thousand and 00/100 Dollars
Change Order Contingency (10% of Base Bid)	\$ 141,700.00 One Hundred Forty One Thousand, Seven Hundred and 00/100 Dollars
<b>TOTAL BID PRICE: Base Bid #2</b> (Sum of Base Bid + CO Contingency)	\$ 1,558,700.00 One Million, Five Hundred Fifty Eight Thousand, Seven Hundred and 00/100 Dollars

**UNIT PRICES**

The undersigned further proposes and agrees that should the amount of work required be increased or decreased, as directed by the Architect/Owner, the following supplemental Unit Prices will be the basic price in place for computing extra cost. All Unit Prices shall include all cost of work to the representative contractor, including all charges for materials, labor, plant, equipment, overhead, profit, additional insurance, taxes and all charges of whatever kind.

The stated costs are to be for "Additions" or "Deletions" of work to the Trade Contractor's Contract.

All items marked with an asterisk (\*) shall include the completion of the excavation, formation and compaction of the subgrade; and the disposal of rock or surplus material in accordance with the Plans and Specifications or as directed by the Architect. All items marked with two asterisks (\*\*) shall include the

STATE PROJECT NO. 151-0292 RR West Side Middle School Roof Replacement – Waterbury

ITB # 5742

ADDENDUM #1

SECTION 00400 – BID FORM

completion of the excavation, removal, disposal and replacement of unsuitable material with structural fill.

Roofing – Unit Prices		
1	Steel Roof Deck, to match existing roof deck to be removed (including deteriorated roof deck removal, Credit and Add.	\$ 6.50 per SF

#### UNIT LABOR RATES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased where unit prices have not been established, the following unit labor rates will be the basis for any Change Order Proposal. For Change Order purposes, the Labor Rates which any contractor submits on this Form of Proposal must be based on current labor rates and not on projected labor rates. Upon confirmation of base labor rate increases, change order rates may be adjusted in July of each year but only after new prevailing wage rates have been issued by the Connecticut Department of Labor. Labor rates are to include all direct costs without mark-up as defined in Item 7.3 of the General Conditions. Prior to contract award, if requested by the Owner, the successful bidder shall provide documentation substantiating the proposed labor rates.

Classification	Hourly Rate	Benefits	Workmen's Comp.	FICA	State U.C.	Federal U.C.	Total
SEE ATTACHED							

#### CHANGE ORDERS

For work performed by a Contractor the cost to the Owner may include an Allowance for overhead and profit not to exceed fifteen (15) percent on the contractors own labor and equipment; ten (10) percent on materials, supplies, rental equipment; and five (5) percent on subcontractor work. If the net value of a change results in a credit from the contractor, the credit shall be the net cost without overhead or profit.

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

LOCAL 12

Roofing Expires: 05/31/2017

Base Hourly Wage

Taxable Benefit

Taxable Hourly Wage

Total Payroll Taxes

Total Insurance

Other

Union Benefits

Truck

Small Tools

Safety

Total Other

Total Burden Per Hour

Total Overhead and Profit

Total Hourly Rate

Mileage, Supervision and Bond Billed Separately

LOCAL 38

Sheetmetal Expires: 06/30/2017

Base Hourly Wage

Taxable Benefit

Taxable Hourly Wage

Total Payroll Taxes

Total Insurance

Other

Union Benefits

Truck

Small Tools

Safety

Total Burden Per Hour

Total Overhead and Profit

Total Hourly Rate

Mileage, Supervision and Bond Billed Separately

Foreman Straight Time	Journeyman Straight Time	Apprentice Straight Time	Foreman 1 1/2 Time	Journeyman 1 1/2 Time	Apprentice 1 1/2 Time	Foreman Double Time	Journeyman Double Time	Apprentice Double Time
42.00	38.50	36.58	63.00	57.75	54.87	84.00	77.00	73.16
-	-	-	-	-	-	-	-	-
42.00	38.50	36.58	63.00	57.75	54.87	84.00	77.00	73.16

6.32	5.80	5.51	9.48	8.70	8.26	12.64	11.59	11.01
20.14	18.46	17.54	20.70	18.97	18.03	21.26	19.49	18.52

15.75	15.75	15.75	15.75	15.75	15.75	15.75	15.75	15.75
2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50
1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50
23.25	23.25	23.25	23.25	23.25	23.25	23.25	23.25	23.25

91.71	86.01	82.88	116.43	108.67	104.41	141.15	131.33	125.94
-------	-------	-------	--------	--------	--------	--------	--------	--------

14.21	13.33	12.85	18.04	16.85	16.18	21.87	20.35	19.52
-------	-------	-------	-------	-------	-------	-------	-------	-------

105.92	99.34	95.73	134.47	125.52	120.59	163.02	151.68	145.46
--------	-------	-------	--------	--------	--------	--------	--------	--------

Foreman Straight Time	Journeyman Straight Time	Apprentice Straight Time	Foreman 1 1/2 Time	Journeyman 1 1/2 Time	Apprentice 1 1/2 Time	Foreman Double Time	Journeyman Double Time	Apprentice Double Time
51.12	46.62	41.96	76.68	69.93	62.94	137.40	128.40	118.97
-	-	-	-	-	-	-	-	-
51.12	46.62	41.96	76.68	69.93	62.94	137.40	128.40	118.97

7.70	7.02	6.31	11.53	10.53	9.47	20.67	19.32	17.91
------	------	------	-------	-------	------	-------	-------	-------

24.51	22.36	20.12	25.19	22.98	20.68	26.81	24.53	22.17
-------	-------	-------	-------	-------	-------	-------	-------	-------

35.16	35.16	35.05	35.16	35.16	35.05	35.16	35.16	35.05
2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50
1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50
42.66	42.66	42.55	42.66	42.66	42.55	42.66	42.66	42.55

125.99	118.66	110.94	156.06	146.10	135.64	227.54	214.91	201.60
--------	--------	--------	--------	--------	--------	--------	--------	--------

19.53	18.40	17.19	24.19	22.65	21.02	35.26	33.31	31.25
-------	-------	-------	-------	-------	-------	-------	-------	-------

145.52	137.06	128.13	180.25	168.75	156.66	262.80	248.22	232.85
--------	--------	--------	--------	--------	--------	--------	--------	--------

"person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-1350674  
~~Social Security Number~~  
or Federal Identification Number

Signature of Individual or  
Corporate Name: Silktown Roofing, Inc.

John C. McConville, President  
Corporate Officer  
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

Silktown Roofing, Inc., A Connecticut Corporation  
(Name)

By: John C. McConville, President  
(Title)

27 Pleasant Street  
(Business Address)

Manchester, CT 06040  
(City, State, Zip Code)

Date: April 26, 2017

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**

THE CITY OF WATERBURY  
WEST SIDE MIDDLE SCHOOL  
ROOF REPLACEMENT

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>4/03/2017</u>
Addendum # <u>2</u>	Dated Issued <u>4/20/2017</u>
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

---

Business Name of Bidder: Silktown Roofing, Inc.  
(Print or Type)

By Bidder's Authorized Representative:

Signature: 

Name: John C. McConville, President

(Print or Type)

Title: President

(Print or Type)

Date: 4/26/2017

(Print or Type)

END OF SECTION

THE CITY OF WATERBURY  
WEST SIDE MIDDLE SCHOOL  
ROOF REPLACEMENT

INVITATION TO BID  
#5742

ATTACHMENT A  
CONTRACT COMPLIANCE PACKET

1. City of Waterbury Annual Statement of Financial Interests (4 pages)
2. City of Waterbury Disclosure and Certification Affidavit  
Regarding Outstanding Obligations to the City of Waterbury (5 pages)
3. City of Waterbury Certification Regarding Debarment, Regarding  
Outstanding Obligations to the City of Waterbury (1 page)
4. Limited Liability Company Resolution & Letter (2 pages)
5. Corporate Resolution (1 page)
6. Commission on Human Relations Organization Compliance (5 pages)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20<sup>17</sup>)**  
**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 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 20<sup>17</sup>)**

**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

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

☒

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

---

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.


2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

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

I have read and agree to the above certification.

Silktown Roofing, Inc.

(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

4/26/2017

Date

John C. McConville, 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.: Manchester

County of Hartford

John C. McConville, President, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** President of Silktown Roofing, 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.

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

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

# **CITY OF WATERBURY**

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 John C. McConville	President	None		8/28/1956
2 Joan K. McConville	Secretary	AM Crane, LLC/Architectural Sheet Metal, LLC	Service	5/21/1958
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 John C. McConville	President	8/28/1956	100%
2 Joan K. McConville	Secretary	5/21/1958	
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 Silktown Roofing, Inc.	State of CT-Incorporated 8/14/1992	27 Pleasant St., Manchester, CT
2		
3		
4		

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

**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

Attest

Silktown Roofing, Inc., John C. McConville, President  
(Corporate Principal)

27 Pleasant St., Manchester, CT 06040

(Business Address)

Affix  
Corporate  
Seal

By: [Signature]  
Name of Authorized Corporate Officer

John C. McConville, President

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

State of Connecticut )

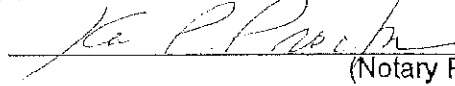
) SS Manchester

County of Hartford )

John C. McConville, President being duly sworn,

deposes and says that he/she is President of Silktown Roofing, Inc. and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 26th day of April, 2017 2016

  
(Notary Public)

My Commission Expires: January 31, 2019

**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: Silktown Roofing, Inc.

27 Pleasant St.  
Manchester, CT 06040

Print Name and Title of Authorized Representative:

John C. McConville, President

Signature of Authorized Representative:

Date: April 26, 2017

## LIMITED LIABILITY COMPANY RESOLUTION

I, \_\_\_\_\_<sup>N/A</sup>, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of \_\_\_\_\_, LLC, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC  
duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Manager/Member

\*\*\* This is a sample of a Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

\_\_\_\_\_, 20\_\_\_\_

City of Waterbury  
235 Grand Street  
Waterbury, CT 06706

Re: City of Waterbury  
Limited Liability Company Resolution Form

To Whom It May Concern:

I, \_\_\_\_\_, am the sole Member of \_\_\_\_\_, LLC. Being the only Member of the LLC, I am authorized to sign the Limited Liability Company Resolution form.

Sincerely,

\_\_\_\_\_  
Name  
Company

\_\_\_\_\_  
Witness

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

### CORPORATE RESOLUTION

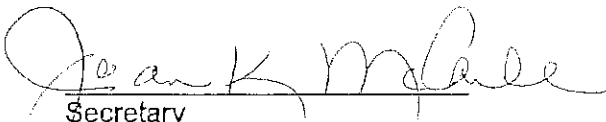
I, Joan K. McConville, Secretary, hereby certify that I am the duly elected and acting Secretary of Silktown Roofing, Inc., a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 24th day of April, 2017.

"It is hereby resolved that John C. McConville 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 Silktown Roofing, Inc., A CT corporation this 24th day of April, 2017.

  
Secretary  
Joan K. McConville, Secretary

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/17/07).

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-81(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

---

**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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

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

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

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

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

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

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

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

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

## 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

## PART I - Bidder Information

Company Name <u>Silktown Roofing, Inc.</u> Street Address <u>27 Pleasant Street</u> City & State <u>Manchester, CT 06040</u> Chief Executive <u>John C. McConville</u>	Bidder Federal Employer Identification Number <u>06-1350674</u> Or Social Security Number _____
Major Business Activity (Brief description) <u>Roofing Contractor</u>	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes <u>No</u> <input checked="" type="checkbox"/> <u>X</u> -Bidder is a minority business enterprise Yes <u>No</u> <input checked="" type="checkbox"/> <u>X</u> (If yes, check ownership category) Black <u>Hispanic</u> <u>Asian American</u> <u>American Indian/Alaskan Native</u> <u>Iberian Peninsula</u> <u>Individual(s) with a Physical Disability</u> Female _____
Bidder-Parent Company (If any)	- Bidder is certified as above by State of CT Yes <u>No</u> <input checked="" type="checkbox"/> <u>X</u>
Other Locations in Ct. <u>151 Water St., Derby, CT</u> (If any)	

## PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> <u>X</u> No _____	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat? Yes <input checked="" type="checkbox"/> <u>X</u> No _____
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> <u>X</u> No _____	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> <u>X</u> No _____
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> <u>X</u> No _____	9. Does your company have a mandatory retirement age for all employees? Yes <u>No</u> <input checked="" type="checkbox"/> <u>X</u>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> <u>X</u> No _____	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input checked="" type="checkbox"/> <u>X</u> No <u>NA</u> _____
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input checked="" type="checkbox"/> <u>X</u> No _____	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <u>No</u> <input checked="" type="checkbox"/> <u>X</u> <u>NA</u> _____
6. Does your company have a collective bargaining agreement with workers? Yes <input checked="" type="checkbox"/> <u>X</u> No _____ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input checked="" type="checkbox"/> <u>X</u> No _____ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input checked="" type="checkbox"/> <u>X</u> No _____	12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> <u>X</u> No _____ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="checkbox"/> <u>X</u> No _____ If yes, give name and phone number. <u>Barbara Farrand-860-432-7346</u>

## Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes ☒ No ☐

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

Offshore Construction, Inc - WBE

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	5	4	1								
Professionals	18	15	2			1					
Roofer	124	55		17		50		1		1	
Apprentice	33	13		3	1	16					
Computer Specialists	1	1									
Foremen/Supt.	27	16		1		10					
Office & Admin Support	12		11			1					
Blkd Grnds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	221	104	15	21	1	77	1	1		1	
Total One Year Ago	158	98	14	7		37		1		1	
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

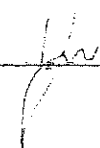
\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

## PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination  The local union business agents have all been asked to send us minorities/women who sign with the individual unions.
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	X				Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges			2%		Written Tests	
Newspaper Advertisement	X				High School Diploma	
Walk Ins					College Degree	
Present Employees				X	Union Membership	
Labor Organizations	X		98		Personal Recommendation	
Minority/Community Organizations	X				Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) 	(Title) President	(Date Signed) 3/19/17	(Telephone) 860-647-0198
----------------------------------------------------------------------------------------------------	----------------------	--------------------------	-----------------------------

**BID BOND**

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**Bond No:** 02BCSHR0644**CONTRACTOR:***(Name, legal status and address)*

Silktown Roofing, Inc.  
27 Pleasant St.  
Manchester, CT 06040

**SURETY:***(Name, legal status and principal place of business)*

Hartford Fire Insurance Company  
**The Hartford - Bond Claim Department**  
**One Hartford Plaza, T-4**  
**Hartford, CT 06155**

**OWNER:***(Name, legal status and address)*

City of Waterbury  
235 Grand Street, Waterbury, CT 06702

**BOND AMOUNT:** 10% of the attached bid**PROJECT:***(Name, location or address, and Project number, if any)*

West Side Middle School Roof Replacement State # 151-0291 RR

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

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

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

Signed and sealed this 26th day of April, 2017.

Silktown Roofing, Inc.

Jean K. McCall  
(Witness)

(Principal)

(Seal)

John C. McConville, President  
(Title)

Hartford Fire Insurance Company

K. P. Cook  
(Witness)

(Surety)

(Seal)

Jeri A. Caron, Attorney-in-Fact  
(Title)



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: SINCLAIR RISK & FINANCIAL SVCS LLC

Agency Code: 02-021659

- |                                            |                                                                                                                  |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <input checked="checked" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input type="checkbox"/>                   | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input type="checkbox"/>                   | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>                   | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>                   | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>                   | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>                   | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>                   | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint  
Jeri A. Caron  
of Wallingford, Connecticut,  
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the  
following bond, undertaking, contract or written instrument:

Bond No. 02BCSHR0644

Naming Silktown Roofing, Inc. as Principal,  
and City of Waterbury as Obligee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of  
contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have  
caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant  
Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are  
and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose  
and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations  
described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said  
instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his  
name thereto by like authority.



CERTIFICATE

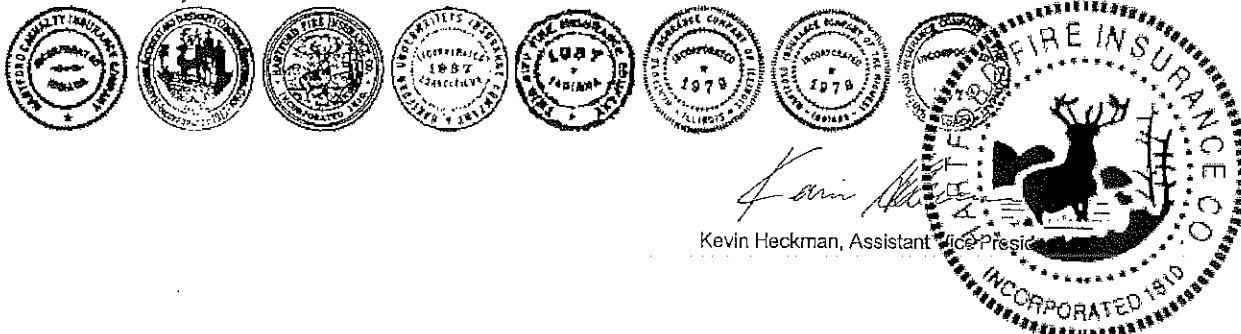
*Nora M. Stranko*

Nora M. Stranko  
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct  
copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 26, 2017.

Signed and sealed at the City of Hartford.



*Kevin Heckman*  
Kevin Heckman, Assistant Vice President

# State of Connecticut

Department of Administrative Services  
Construction Contractor Prequalification Program

This certifies

## *Silktown Roofing, Inc.*

27 Pleasant Street, 13 Pleasant Street-Remittance Address, Manchester, CT 06040

As a

*Prequalification Construction Contractor*

*April 15, 2017 through April 14, 2018*

### CONTACT INFORMATION

Name: Joan K. McConville, Corp.

Secretary

Phone: (860) 647-0198

Fax: (860) 646-0775

Email: Joan@silktownroofing.com

Name: John C. McConville, President

Phone: (860) 647-0198

Fax: (860) 646-0775

Email: John@silktownroofing.com

Effective Date	Aggregate Work Capacity (AWC)	Single Limit (SL)	Classifications
4/15/2017	\$65,000,000.00	\$15,000,000.00	ENERGY MANAGEMENT SYSTEMS, GENERAL BUILDING CONSTRUCTION (GROUP C), HISTORICAL BUILDING RESTORATION (MASONRY, ROOFING), METAL SIDING, ROOFING, WATERPROOFING

Classification Name	Description
ENERGY MANAGEMENT SYSTEMS	The design and installation of systems or maintenance programs to conserve energy use within a building. This category includes shared savings programs.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://das.ct.gov/crt.aspx?page=10> or call (860) 713-5280.

## GENERAL BUILDING

CONSTRUCTION (GROUP C) The undertaking of general contracts for the construction of buildings i.e. new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory.<BR

jQuery1418743960037="342"><BR jQuery1418743960037="343">Note: If you are prequalified for General Building Construction under Group C, you are automatically prequalified for Group A and Group B. Also if you are prequalified for General Building Group C you will automatically be prequalified for General Trades.<BR jQuery1418743960037="344"><BR jQuery1418743960037="345">Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection.<BR

jQuery1418743960037="346"><BR jQuery1418743960037="347">Projects that are threshold buildings may require a Major Contractor Registration. Construction/renovation, masonry, and roofing work will require firms with experience with the Secretary of the Interior's Standards for Rehabilitation issued by the U.S. Department of Interior, National Park Service, Washington, D.C. (Standards for Treatment of Historic Project.)

## METAL SIDING

Work customarily performed by this industry including the supply and installation of metal siding where used as external components of custom designed buildings. This does not apply to pre-engineered buildings where the metal siding is a building component.

## ROOFING

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

## WATERPROOFING

Installation, renovation, repair and maintenance of materials required to make foundations, walls and other surfaces of a building dam proof or impervious to water, including such incidental or related work as is customarily performed by those in the waterproofing and dam proofing trades. This category does not include roofing by itself.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program, visit <http://das.ct.gov/or1.aspx?page=10> or call (860) 713-5280.

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

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

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

Name of Project that company is bidding on: <b>West Side Middle School Roof Replacement</b>		
Project Number: <b>151-0292 RR</b>		
Name of Company: <b>Silktown Roofing, Incorporated</b>		
FEIN: <b>061350674</b>		
Company Address: <b>27 Pleasant Street, 13 Pleasant Street-Remittance Address Manchester, CT, 06040</b>		
Prequalification Contact: <b>John K. McConville, Corp. Secretary</b>		Telephone Number: <b>(860) 647-0198</b>
Prequalification Expiration Date: <b>4/18/2018</b>	Single Limit: <b>\$15,000,000.00</b>	Aggregate Work Capacity (AWC): <b>\$65,000,000.00</b>
* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining.		* Remaining Aggregate Work Capacity: <b>\$43,600,000.00</b>

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: (Please add additional page(s) if required)

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount
See Attached			

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT:  
(Please add additional page(s) if required. Please total the Work Remaining column)

Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
See Attached				
Total \$ Amount of Work Remaining				<b>21,400,000.00</b>

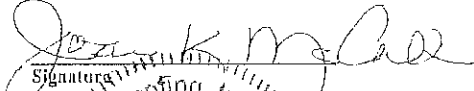
Please list the names and titles of the personnel who will have supervisory responsibility for the performance of the contract being bid on:  
(Please add additional page(s) if required)

Individual Name	Title of Individual
<b>John C. McConville</b>	<b>President</b>
<b>Kevin McGrath</b>	<b>General Manager</b>
<b>John Morrissey</b>	<b>Branch Manager</b>
<b>Steve Pumphrey, Voytek Florkiewicz, Tom Mattutini</b>	<b>Project Manager</b>
<b>Kevin Spatas, Chuck Arnold, Ryan Arnold, Chris Heimer, Paul Arcieri</b>	
<b>Bill Leonard, John Donnelly</b>	<b>Superintendents</b>

Have there been any changes in your company's financial condition or business organization which might affect your company's ability to successfully complete this contract?

Yes    No <input checked="" type="checkbox"/>
If yes, please explain: See attached page

I certify under penalty of law that all of the information contained in this Update (Bid) Statement is true and accurate to the best of my knowledge as of the date below.

  
Signature

4-26-17

Date



It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.  
The DAS' Contractor Prequalification Program can be reached at (860) 713-5280

## PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE PROJECTS OF \$20,000 OR MORE THAT YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) SUB-BIDDER CERTIFICATE OF ELIGIBILITY\*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
Central Office & Munroe Center Lexington, MA	Roofing/Flashing	\$240,000.00	10/28/16	12/08/16
AT&T Bridgeport, CT	Roofing/Flashing	\$972,272.00	9/2/16	11/17/16
Windham Middle School, Windham, CT	Roofing/Flashing	\$2,083,000.00	6/1/16	8/9/16
Edmund Hatch Bennett Elem. School Taunton, MA	Roofing/Flashing	\$709,222.00	5/19/16	9/1/16
Franklin Public Library Franklin, MA	Roofing/Flashing	\$129,000.00	4/21/16	5/1/16
Fitchburg State-2016 Residence Hall Reno	Roofing/Flashing	\$226,000.00	3/21/16	8/5/16

Attach additional sheets if necessary

\* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Sub-bidder Update Statement

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Munroe Center-Lexington	OWNER: Town of Lexington DESIGNER: Colin Smith Architecture, Inc. GC: Silkdown Roofing, Inc. OWNER: ATER Services, Inc. DESIGNER: Ames & Whitaker GC: Abraham Holtzman, Inc.	Carl Valente, Town Manager Jason Fox	508-887-8908
ATER Bridgeport	OWNER: ATER Services, Inc. DESIGNER: Ames & Whitaker GC: Abraham Holtzman, Inc.	Christopher Barbour, PM	914-337-0716
Windham Middle School	OWNER: Town of Windham DESIGNER: Priar Associates GC: Silkdown Roofing, Inc.	Wayne Donaldson Chris Heimer, PM	860-465-2335 860-678-1291 860-647-0198
Edmund Hatch Bennett E.S.	OWNER: City of Taunton DESIGNER: CCS Architects, Inc. GC: CCS Architects, Inc.	Wayne Walkden, Supt. of Bldgs. Wakefield, MA	
Franklin Library	OWNER: Town of Franklin DESIGNER: HLB Architects GC: B.M. Construction Co., Inc.	Peter Whittaker	508-865-6560
Fitchburg State	OWNER: MSCBA DESIGNER: Pfeuffer/Richardson Architects GC: Consigli Construction Co.	Peter Capone	508-473-7252

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☒ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☒ NO

If you have answered YES to either question, explain. \_\_\_\_\_

## PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE BUILDING PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION\*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
Wethersfield High School, Wethersfield, CT	Roofing/Flashing	1,714,000.	2/24/14	12/30/16
El Whitney Tech. High School, Hamden, CT	Roofing/Flashing	3,477,000.	1/27/12	12/1/16
Our Lady of Fatima Hospital	Roofing/Flashing	455,000.	1/4/16	10/1/16
Hilltop Apts., UConn-Storrs, CT	Roofing/Flashing	1,817,000.	3/17/16	11/1/16
Hillcrest School	Roofing/Flashing	1,072,250.	7/5/16	10/1/16
Westwood Police	Roofing & Flashing	446,000.	5/25/16	10/1/16

\* Attach additional sheets if necessary

\* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Sub-bidder Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE:

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Wethersfield High School	OWNER: Town of Wethersfield	Jeff Bridges, Town Mgr.	860-721-2801
	DESIGNER:		
	GC: O&G Industries	Rob Martinelli	860-489-9261
Eli Whitney IHS	OWNER: State of CT/DAS	Contact Person	Telephone
	DESIGNER: Antinorzi Associates		203-377-1300
	GC: Fusco Corp.	Joe Castellano	203-777-7451
Our Lady of Fatima Hospital	OWNER: Charter Care Health Partners	Thomas Lake	401-456-3397
	DESIGNER:	Contact Person	Telephone
	GC: Silkton Roofing, Inc.	Jason Woz	508-887-8908
Hilltop Apts	OWNER: UConn	Walter Dalia	860-486-0990
	DESIGNER: UConn Facilities		
	GC: Silkton Roofing, Inc.	Chuck Arnold	860-647-0198
Hillcrest School	OWNER: Trumbull Public Schools	Mark Deming<demingm@trumbullps.org	203-452-4306
	DESIGNER: N/A	Contact Person	Telephone
	GC: Silkton Roofing, Inc.	Kevin Spartas<kevinspartas@silktownroofing.com	
	203-735-0552		
Westwood Police	OWNER: Town of Westwood, M		
	DESIGNER: Dore & Whittier Architects		
	GC: G&R Construction Inc.	Robert Morel	781-849-9093

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☒ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☒ NO

If you have answered YES to either question, explain: \_\_\_\_\_

# PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE PROJECTS OF \$20,000 OR MORE THAT YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) SUB-BIDDER CERTIFICATE OF ELIGIBILITY\*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
Fitchburg State Univ-2016 Resident Hall Reno	Roofing/Flashing	226,000.	6/20/16	8/5/16
Blackstone Valley VRS, Upton, MA	Roofing/Flashing	717,000	6/6/16	8/23/16
ECHN RGH, Vernon, CT	Roofing/Flashing	481,350.	5/16/16	6/24/16
NoWestern CO-Founder's Hall Boiler Wing, Winsted, CT	Roofing/Flashing	110,621	6/27/16	7/1/16
Sunnyside Elem. Sch., Shelton, CT	Roofing/Flashing	260,000	NTP	8/30/16
3M-CHMS-2016 Fall Protection Project	Roofing	82,488.	NTP	9/19/16

Attach additional sheets if necessary

\* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Sub-bidder Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Fitchburg State	OWNER: MSBA DESIGNER: Pfeuffer/Richardson Architects (PRA) GC: Constigir Construction Co. 1907	Contact Person Peter Capone <pcapone@constigir.com>	617-354-3561 617-259-
ECHN-Rockville	OWNER: ECHN, Haynes St., Manchester, CT DESIGNER: Silver Petrucci & Assoc. 9007 GC: Standard Builders 7151	Contact Person Wm. Silver, AIA <bsilver@silverpetrucelli.com> Josh Sullivan, jsullivan@standardbuilders.com	Telephone 203-230- 860-594-
Blackstone VRS	OWNER: Blackstone Valley VRSD DESIGNER: Russo Barr Assoc., Inc. GC: Watermark Environmental Inc. 978-352-9696	James Brocha Contact Person Dave McCarron <dave.mccarron@watermarkenv.com>	508-529-7758 Telephone
NWCC-Founders Hall	OWNER: Bd. of Regents for Higher Edu., Hartford, CT DESIGNER: Gale Assoc. GC: Silkdown Roofing, Inc. 0198	Contact Person Marc Loranger <mal@galeinc.com> Ryeann Arnold Chuck Arnold <chuck@silkdownroofing.com>	860-723-0000 860-430-5660 860-647-0198
3M	OWNER: 3M Company DESIGNER: N/A GC: Silkdown Roofing, Inc.	Philip Burnau <pburnau@3m.com> Contact Person Telephone	651-737-2762
Sunnyside Elem. School	OWNER: Town of Shelton 203-924-1555X1517 DESIGNER: Silver Petrucci & Assoc. GC: Silkdown Roofing, Inc.	Bertie Simons, Bldg. Comm. Chair/Dos. Ballam, Building Official Wm. Silver, AIA John Matrisey, Brantt Mgr.	203-230-9007 203-735-0552

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

**PART 1 - COMPLETED PROJECTS Completed since June 2016**

LIST ALL PUBLIC AND PRIVATE PROJECTS OF \$20,000 OR MORE THAT YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) SUB-BIDDER CERTIFICATE OF ELIGIBILITY.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
UConn South Campus, Storrs, CT	Roofing	\$3,140,000.00	9/1/15	8/12/16
UConn Young Building, Storrs, CT	Roofing	\$654,600.00	9/1/15	8/30/16
Macy's Direct, Cheshire, CT	Roofing	\$929,478.00	4/1/16	8/30/16
Orchard Hill School, So. Windsor, CT	Roofing	\$899,200.00	1/29/16	8/29/16
J. H. Martin Elementary School, MA	Roofing	\$1,429,773.00	6/23/16	9/01/16
Moosup Elementary School, Moosup, CT	Roofing	\$ 345,000.00	6/27/16	8/12/16

Attach additional sheets if necessary

If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Sub-bidder Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
UConn South	OWNER: University of CT DESIGNER: Miss Jannet Elmer Assoc. GC: Universal Preservation Group, Inc. Anthony Sanluisa-cls@universalpreservation.com		
UConn Young	OWNER: University of CT DESIGNER: UConn Architectural Facilities GC: Kronenberg & Sons Restoration Scott Even, PM		860-894-1155
Macy's Direct	OWNER: Macy's Corp. Services; Kermit Ferrer DESIGNER: Designer Contact Person GC: Silkton Roofing, Inc. Ryan Arnold, PM		203-271-8300/Kermit.ferrer@macys.com Telephone 860-647-0198
Orchard Hill School	OWNER: SO Windsor Public Schools DESIGNER: Designer Contact Person GC: Gilbane Building Co., Patrick Delany		Telephone 860-368-5100
J.H. Martin Elem. School	OWNER: City of Taunton, MA Wayne Wakden, Supt. of Bldgs. DESIGNER: CSS Architects, Inc. Wakefield, MA GC: Silkton Roofing, Inc. Jason Woz		508-821-1015 508-887-8908
Moosup Elem. School	OWNER: Town of Plainfield Paul Sweet, 1st Selectman DESIGNER: Silver Petrucci & Assoc., Wm. Silver, AIA-bsilver@silverpetrucci.com/203-230-9007 GC: Silkton Roofing, Inc. Chris Heimer, PM		860-647-0198

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☒ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. \_\_\_\_\_

## PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE PROJECTS OF \$20,000 OR MORE THAT YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes/no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)
Wesleyan Univ. Bacon Fieldhouse	Roofing/Flashing	10/30/16	Y	928,308.00		
Freehold Raceway Mall Freehold, NJ	Roofing/Flashing	2/13/17	Y			
Cambridge Senior Center Cambridge, MA	Roofing/Flashing	10/3/16	Y	2,422,884.00	10%	\$242,288.00
I. American Way Greenwich, CT	Roofing/Flashing	5/01/17	Y			
Carver Elem. School Carver, MA	Roofing/Flashing	11/17/16	Y	358,000.00	40%	\$143,200.00
		6/1/17	Y	204,509.00	50%	\$122,705.00
		10/10/16	Y			
		4/24/17	Y			
		10/1/16	Y	\$1,557,585.00	100%	\$1,557,585.00
		8/18/17	Y			

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Wesleyan-Bacon Fieldhouse	OWNER: Wesleyan University DESIGNER: WJR GC: Silkdown Roofing, Inc., Chuck Arnold, PM	Alan Rubachak 203-946-9424 860-647-0198	alanrubachak@wesleyan.edu
Freehold Raceway Mall	OWNER: Freeman Associates, LLC DESIGNER GC: Silkdown Roofing, Inc., Kevin Spartas, PM	Frank Lucia 732-577-1300 203-735-0552	frank.lucia@macrich.com
Cambridge Senior Center	OWNER: City of Cambridge DESIGNER: Icon Architecture, Inc., Boston, MA GC: Homer Contracting, Inc. info@homercontracting.com	781-648-3372	
1 American Way	OWNER: Fishman Speyer Properties, L.P. DESIGNER: Bacon Lane GC: Offshore Construction, Inc. Megan Girolamo, President	860-860-432-0260	
Carver Elem. School	OWNER: Town of Carver, MA DESIGNER: BMH Architects, Cambridge, MA GC: CTA Construction Co., Inc. Brian McConortachta	617-459-8051	
	OWNER: Owner DESIGNER: Designer GC: GC	Contact Person Contact Person Contact Person	Telephone Telephone Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. \_\_\_\_\_

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
UConn Health	OWNER: UConn DESIGNER: Svigals & Partners, LLP & ARC Arch. Resources GC: Fusco Corp., New Haven, CT 203-777-7451		
Grafton MA WWTP	OWNER: Town of Grafton, MA DESIGNER: GC: Walsh Construction, Paul Wagner 781-793-9988		
Westwood Police	OWNER: Town of Westwood, MA DESIGNER: Dore & Whittier Architects, Inc. GC: G&R Construction, Inc. Robert Morel 781-949-9093		
CREC Museum Academy	OWNER: CREC DESIGNER: GC: Bartlett Brainard Eacott Noel Jenkins 860-242-5565		
Yale Residence College	OWNER: Yale University DESIGNER: Robert A.M. Sters, Arch, NY, NY GC: Dimeo Construction Co. Stephen Rutledge, VP 401-787-9800		
Windham Tech High School	OWNER: DAS-State of CT Steve Longo 860-713-5751 DESIGNER: DAS GC: Silktown Roofing, Inc. Chris Heimer 860-647-0198		

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. \_\_\_\_\_

## PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE PROJECTS OF \$20,000 OR MORE THAT YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (Yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)
UCONN Health Clinic	Roofing/Flashing	5/9/16-12/11/18	Y	1,213,606.00	80	\$970,885.00
Grafton MA WWTP	Roofing/Waterproofing	8/20/16-12/20/17	Y	416,120.	100	416,120.00
Westwood Police	Roofing/Flashing	5/25/16-9/15/17	Y	446,000.	80	356,800.00
CREC Museum Academy	Roofing/Flashing	9/9/15-7/11/17	Y	1,663,500.	45	748,575.00
Yale Residence College	Roofing/Flashing/Waterproofing	9/1/15-10/28/18	Y	7,218,500.	50	3,609,750.00
Windham Tech HS	Roofing/Flashing	2/11/16-8/23/17	Y	4,698,000.	40	1,875,600.00

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Warren G. Harding H.S.	OWNER: City of Bridgeport	Benid Rudy, PA	203-576-7291
	DESIGNER: School Building Committee		
	GC: Silkstone Roofing, Inc.	John Morrissey, Branch Mgr.	203-735-0552
Walfleet Police Station	OWNER: Town of Walfleet, MA		
	DESIGNER: Kestle Boon Associates		
	GC: JT Cardosi, Inc.	Mike Walsh, PM-michael.walsh@jcardosi.com	401-435-6101
Knoll Elem. School	OWNER: City of Quincy, MA		
	DESIGNER: Baker Wohl Architects		
	GC: Alpha Contracting Assoc., Inc.	Effie Lagkoniadou, PM/CE- <a href="mailto:info@alpha-contracting.com">info@alpha-contracting.com</a>	617-325-6500
Newport Naval Station	OWNER: NAVFAC Mid Atlantic PWD Newport		
	DESIGNER: NAVFAC Mid Atlantic		
	GC: The Mutney Companies, Event Gawendo, VP- <a href="mailto:everett@mutneyc.com">everett@mutneyc.com</a>		860-823-1780
Newport Navy Gateway Inns Suites	OWNER: NAVFAC Mid Atlantic, North IPT		
	DESIGNER: NAVFAC Mid Atlantic		
	GC: The Mutney Companies, Event Gawendo, VP- <a href="mailto:everett@mutneyc.com">everett@mutneyc.com</a>		860-823-1780
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? ☐ YES ☒ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☒ NO

If you have answered YES to either question, explain. \_\_\_\_\_

## PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE PROJECTS OF \$20,000 OR MORE THAT YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (YES/NO)	CONTRACT PRICE	% NOT COMPLETE	VALUE OF WORK NOT COMPLETE (col. 5 x col. 6)
Warren G Harding HS Bridgeport, CT	Roofing/Flashing Waterproofing	10/2/16 03/1/18	Y	\$2,354,000.00	100%	\$2,354,000.00
Wellfleet Police Station Wellfleet, MA	Roofing/Flashing	12/1/16 6/1/17	Y	\$115,000.00	100%	\$115,000.00
Kuoll Elementary School Quincy, MA	Roofing/Flashing	12/20/16 8/2017	Y	\$897,200.00	100%	\$897,200.00
NNS CSTL HVAC & Sprinkler Retrofit-Newport, RI	Roofing/Flashing	1/18/17 4/28/17	Y	\$24,000.00	100%	\$24,000.00
NNS DBB Renovs Navy Gateway Inns & Suites	Roofing/Flashing	1/18/17 2/16/18	Y	\$176,000.00	100%	\$176,000.00

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Cherry St Lofts	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: CORE Resources, Inc.	Mark Rubins, RA-PM-mark@corebuilds.com>U	860-
Univ. of Htfd.	OWNER: University of Hartford	Contact Person	Telephone
	DESIGNER: N/A	Contact Person	Telephone
	GC: Silkdown Roofing, Inc.	Chris Hejmer	860-647-0198
P&W-OBG	OWNER: P&W	Kim Fox<kimberly.fox@pw.utc.com>	860-565-6464
	DESIGNER: N/A	Contact Person	Telephone
	GC: Silkdown Roofing, Inc.	Paul Arcieri	860-647-0198
Enfield Superior Court	OWNER: State of CT	Steven Udah, PM	Telephone
	DESIGNER: BPD Roof Consulting, Inc.	Bruce Darling<Bruce@Bpdrci.com>	860-653-6779
	GC: Silkdown Roofing, Inc.	Chuck Arnold, PM	860-647-0198
Yale Pharmacy	OWNER: Yale University	Contact Person	Telephone
	DESIGNER: Swigas & Partners	Contact Person	203-786-5110
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. \_\_\_\_\_

## PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE PROJECTS OF \$20,000 OR MORE THAT YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1 PROJECT TITLE & LOCATION	2 WORK CATEGORY	3 START AND END DATES	4 ON- SCHEDULE (Yes/No)	5 CONTRACT PRICE	6 % NOT COMPLETE	7 \$ VALUE OF WORK NOT COMPLETE (col 5 x col 6)
Cherry St Lofts	Roofing/Flashing	8/1/16 6/7/18	Yes	644,000.	100	644,000.
Univ. of Hartford- Facilities Low Roof	Roofing and Flashing	7/27/16 6/30/17	Yes	85,185.00	100	85,185.
Complete P&W-OBG	Roofing/Flashing	1/31/17	Yes	\$2,102,135.	10	21,022.
Enfield Superior Court	Roofing/Flashing	6/1/16 5/1/17	Yes	2,992,700.	50	1,496,350.
Yale Outpatient Specialty Pharmacy	Roofing/Flashing	6/1/16 5/1/17	Yes	127,000.	100	127,000.

Complete

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Cheney/Bennet	OWNER: Town of Manchester	Gerald Dupont, Dir. of GS	Telephone
	DESIGNER: Tai Soo Kim Partners, LLC	tskp@tskp.com	860-547-1970
	GC: Downes Construction	Brad Anderson<banderson@downesco.com	860-229-3755
Asnuntuck	OWNER: State of CT	Contact Person	Telephone
	DESIGNER: Moser Pilon Nelson Architects	Contact Person	860-563-6164
	GC: Fusco	Rich Steiner<rstainer@Fusco.com	203-777-7451
B446-Groton, CT	OWNER: US Navy		
	DESIGNER: N/A	Contact Person	Telephone
	GC: Cambridge Marine Construction	Elijah Flynn<elijah@cambridgemaonline.com	860-443-2765
Middlesex CC-Chapman Hall	OWNER: State of CT		Telephone
	DESIGNER: N/A		
	GC: J.A. Rosa Construction, LLC	John Rosa<john@jarosa.com>	203-879-3495
P&W-C	OWNER: P&W	Kim Fox<kimberly.fox@pw.utc.com>	860-565-6454
	DESIGNER: ID3A, LLC	Contact Person	860-657-2500
	GC: BBE	Robert Forsyth<rforsyth@bbeinc.com	860-242-5565
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. \_\_\_\_\_

## PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE PROJECTS OF \$20,000 OR MORE THAT YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (Yes/No)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)
Cheney/Bennet Academy, Manchester	Roofing/Flashing	10/1/16 6/1/17	Yes	458,400.	50	228,200.
Asnuntuck Community College, Enfield, CT	Roofing and Flashing	5/13/16 6/2/17	Yes	448,000.	40	179,200.
B446 Galley, Groton, CT	Roofing/Flashing	6/1/16 4/28/17	Yes	165,600.	5	8,280.
Middlesex CC- Chapman Hall	Roofing/Flashing	3/25/16 5/1/17	Yes	243,265.	2	4,865.
P&W C-Bldg AETP Program	Roofing/Flashing	7/6/16 4/21/17	Yes	393,900.	15	59,085.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
UConn. Engineering/Science Building	OWNER: University of CT DESIGNER: Mitchell/Girolola Architects, LLPs GC: Fusco Corp. Michael Tyler	203-777-7451	Telephone
Willard Cybulski	OWNER: CT Dept. of Corrections DESIGNER: Silver Petrucci & Associates GC: Cuffey Enterprises	Glenn Washburn Wm. Silver Patric Dwyer	203-230-9007 860-871-2839
	OWNER: DESIGNER: GC:	Contact Person	Telephone
	OWNER: DESIGNER: GC:	Contact Person	Telephone
	OWNER: DESIGNER: GC:	Contact Person	Telephone
	OWNER: DESIGNER: GC:	Contact Person	Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☒ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☒ NO

If you have answered YES to either question, explain. \_\_\_\_\_

## PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE BUILDING PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION\*

PROJECT LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
UConn- Engineering and Science Bldg.	Roofing/Flashing	1,006,000.	11/12/15	8/3/16
Willard Cypulski Correctional	Roofing/Flashing	1,997,000.00	7/27/15	10/1/16
	Roofing/Flashing			
	Roofing/Flashing			
	Roofing/Flashing			
	Roofing & Flashing			

Attach additional sheets if necessary

\* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Sub-bidder Update Statement.

Construction Contract for West Side Middle School Roof Replacement between  
City of Waterbury and Silktown Roofing, Incorporated

**ATTACHMENT A-4**

Addendum Number 1 to the City of Waterbury ITB Number 5742, dated April 3, 2017,  
consisting of 17 pages (Attached hereto.)



## ADDENDUM NO. 1

Date: 4/3/17  
ITB #: 5742  
Project: West Side Middle School Roof Replacement  
State Project #: 151-0292 RR

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### I. REVISIONS TO ALL DOCUMENTS

Correct State Project Number is 151-0292 RR. Where 151-0291 RR is listed it should be changed to reflect the correct project number.

### II. REVISIONS TO THE PROJECT MANUAL

#### A. Section 00100 – Instructions to Bidders

Add the following Item 1.2 to ARTICLE 1. QUALIFICATIONS OF BIDDERS

1.2 Bidders must have successfully completed a minimum of three (3) projects of similar size and scope in the past five (5) years. A project listing with references will be submitted to the City of Waterbury at time of Bid.

#### B. Section 00400 – Bid Form

Bid Form has been revised. Replace Section 00400 BID FORM with the revised Section 00400 BID FORM attached to this Addendum No.1. (4 Pages)

#### C. Section 075216 – SBS Modified Bituminous Membrane Roofing

1. DELETE: The following specification sections in their entirety:

- Section 075216 "Styrene-Butadene-Styrene (SBS) Modified Bituminous Membrane Roofing".

2. ADD: The following revised specification sections, attached as part of this Addendum:

- Section 075216 "Styrene-Butadene-Styrene (SBS) Modified Bituminous Membrane Roofing". (11 pages)

**III. REVISIONS TO THE DRAWINGS: none**

**IV. ATTACHMENTS TO ADDENDUM NO.1**

1. Revised Section 00400 Bid Form (4 pages)
2. Revised 075216 "Styrene-Butadene-Styrene (SBS) Modified Bituminous Membrane Roofing". (11 pages)

**END OF ADDENDUM NO. 1 (Total 17 Pages)**

Thanks,

Rocco Orso  
Director of Purchasing

**THE CITY OF WATERBURY  
WEST SIDE MIDDLE SCHOOL  
ROOF REPLACEMENT**

**INVITATION TO BID  
#5742**

**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:****BASE BID #1 -**

<b>BID DESCRIPTION – BASE BID #1</b>	<b>BID SUMMARY (NUMBERS &amp; WRITTEN)</b>
<b>Base Bid #1:</b> SBS Modified Bituminous Membrane Roofing System (per Section 075216)	\$ _____ _____ _____
Change Order Contingency (10% of Base Bid)	\$ _____ _____ _____
<b>TOTAL BID PRICE: Base Bid #1</b> (Sum of Base Bid + CO Contingency)	\$ _____ _____ _____

**BASE BID #2 –**

<b>BID DESCRIPTION – BASE BID #2</b>	<b>BID SUMMARY (NUMBERS &amp; WRITTEN)</b>
<b>Base Bid #2:</b> EPDM Roofing (per Section 075323)	\$ _____ _____ _____
Change Order Contingency (10% of Base Bid)	\$ _____ _____ _____
<b>TOTAL BID PRICE: Base Bid #2</b> (Sum of Base Bid + CO Contingency)	\$ _____ _____ _____

**UNIT PRICES**

The undersigned further proposes and agrees that should the amount of work required be increased or decreased, as directed by the Architect/Owner, the following supplemental Unit Prices will be the basic price in place for computing extra cost. All Unit Prices shall include all cost of work to the representative contractor, including all charges for materials, labor, plant, equipment, overhead, profit, additional insurance, taxes and all charges of whatever kind.

The stated costs are to be for "Additions" or "Deletions" of work to the Trade Contractor's Contract.

All items marked with an asterisk (\*) shall include the completion of the excavation, formation and compaction of the subgrade; and the disposal of rock or surplus material in accordance with the Plans and Specifications or as directed by the Architect. All items marked with two asterisks (\*\*) shall include the

completion of the excavation, removal, disposal and replacement of unsuitable material with structural fill.

<b>Roofing – Unit Prices</b>		
1	Steel Roof Deck, to match existing roof deck to be removed (including deteriorated roof deck removal, Credit and Add.	\$ _____ per SF

### UNIT LABOR RATES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased where unit prices have not been established, the following unit labor rates will be the basis for any Change Order Proposal. For Change Order purposes, the Labor Rates which any contractor submits on this Form of Proposal must be based on current labor rates and not on projected labor rates. Upon confirmation of base labor rate increases, change order rates may be adjusted in July of each year but only after new prevailing wage rates have been issued by the Connecticut Department of Labor. Labor rates are to include all direct costs without mark-up as defined in Item 7.3 of the General Conditions. Prior to contract award, if requested by the Owner, the successful bidder shall provide documentation substantiating the proposed labor rates.

Classification	Hourly Rate	Benefits	Workmen's Comp.	FICA	State U.C.	Federal U.C.	Total

### CHANGE ORDERS

For work performed by a Contractor the cost to the Owner may include an Allowance for overhead and profit not to exceed fifteen (15) percent on the contractors own labor and equipment; ten (10) percent on materials, supplies, rental equipment; and five (5) percent on subcontractor work. If the net value of a change results in a credit from the contractor, the credit shall be the net cost without overhead or profit.

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**

## SECTION 075216 - STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS MEMBRANE ROOFING

### 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. Styrene-butadiene-styrene (SBS) modified bituminous membrane roofing.
  - 2. Roof insulation.
- B. Related Sections:
  - 1. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

#### 1.3 DEFINITIONS

- A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mop-applied roofing asphalt and 75 centipoise for mechanical spreader-applied roofing asphalt, within a range of plus or minus 25 deg F (14 deg C), measured at the mop cart or mechanical spreader immediately before application.

#### 1.4 REFERENCES

- A. Asphalt Roofing Manufacturers Association Technical Bulletin: Warm Weather Application Recommendations for Modified Bitumen Roofing.

#### 1.5 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.

- C. Roofing System Design: Provide membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE/SEI 7.
- D. FM Approvals Listing: Provide membrane roofing, base flashings, and component materials that comply with requirements in FM Approvals 4450 and FM Approvals 4470 as part of a membrane roofing system, and that are listed in FM Approvals' "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals markings.
  - 1. Fire/Windstorm Classification: Class 1A-120.

#### 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Base flashings and membrane terminations.
  - 2. Tapered insulation, including slopes.
  - 3. Crickets, saddles, and tapered edge strips, including slopes.
  - 4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples for Verification: For the following products:
  - 1. Sheet roofing materials, including base sheet, roofing membrane sheet, flashing backer sheet, membrane cap sheet and flashing sheet, of color specified.
  - 2. Roof insulation.
  - 3. Walkway pads or rolls, of color required.
  - 4. Six (6) insulation fasteners of each type, length, and finish.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer, manufacturer and testing agency.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  - 1. Submit evidence of complying with performance requirements.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of membrane roofing system.
- D. Research/Evaluation Reports: For components of membrane roofing system, from the ICC-ES.
- E. Warranties: Sample of special warranties.

#### 1.8 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

## 1.9 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for membrane roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- C. Source Limitations: Obtain components including roof insulation and fasteners for membrane roofing system from same manufacturer as membrane roofing or approved by membrane roofing manufacturer.
- D. Exterior Fire-Test Exposure: ASTM E 108, Class C; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
- E. Fire-Resistance Ratings: Where indicated, provide fire-resistance-rated roof assemblies identical to those of assemblies tested for fire resistance per ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- F. Preinstallation Roofing Conference: Conduct conference at Project site.
  - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
  - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
  - 5. Review structural loading limitations of roof deck during and after roofing.
  - 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  - 7. Review governing regulations and requirements for insurance and certificates if applicable.
  - 8. Review temporary protection requirements for roofing system during and after installation.
  - 9. Review roof observation and repair procedures after roofing installation.

## 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

#### 1.11 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

#### 1.12 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period.
  1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, roofing accessories, and other components of membrane roofing system.
  2. Warranty Period: Thirty (30) years, non-prorated, from date of Substantial Completion.
- B. Provide self-adhesive emblems for each roof hatch, door or access way, notifying the user of the roof condition, precautionary measures and other conditions of use or maintenance of the roofing membranes.

### PART 2 - PRODUCTS

#### 2.1 SBS-MODIFIED ASPHALT-SHEET MATERIALS

- A. SBS-Modified Bituminous Membrane Roofing:
  1. Basis of Design:
    - a. Firestone Building Products, Inc.
  2. 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. CertainTeed Corp.
    - b. Firestone Building Products
    - c. GAF Materials Corporation
    - d. Garland Company, Inc. (The)
    - e. Johns Manville
    - f. Siplast, Inc.
    - g. Soprema.

h. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

- B. Roofing Membrane Sheet: ASTM D 6164, Grade S, Type I or II, SBS-modified asphalt sheet (reinforced with polyester fabric); smooth surfaced; suitable for application method specified.
- C. Granule-Surface Roofing Membrane Cap Sheet: ASTM D 6164, Grade G, Type I or II, SBS-modified asphalt sheet (reinforced with polyester fabric); granular surfaced; suitable for application method specified, and as follows:

- 1. Granule Color: Black.

## 2.2 BASE-SHEET MATERIALS

- A. Base Sheet: ASTM D 2626, asphalt-saturated and -coated organic felt, dusted with fine mineral surfacing on both sides.

## 2.3 BASE FLASHING SHEET MATERIALS

- A. Backer Sheet: ASTM D 6164, Grade S, Type I or II, SBS-modified asphalt sheet (reinforced with polyester fabric) smooth surfaced; suitable for application method specified.
- B. Granule-Surfaced Flashing Sheet: ASTM D 6164, Grade G, Type I or II, SBS-modified asphalt sheet (reinforced with polyester fabric) granular surfaced; suitable for application method specified, and as follows:

- 1. Granule Color: Black.

## 2.4 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
  - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Asphalt Primer: ASTM D 41.
- C. Roofing Asphalt: ASTM D 312, Type IV.
- D. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
- E. Mastic Sealant: Polyisobutylene, plain or modified bitumen; nonhardening, nonmigrating, nonskinning, and nondrying.
- F. Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with one hundred percent (100%) passing No. 8 sieve and ninety-eight percent (98%) of mass retained on No. 40 sieve, color to match roofing membrane.
- G. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing membrane

components to substrate; tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.

- H. Metal Flashing Sheet: As specified in Section 076200 "Sheet Metal Flashing and Trim."
- I. Miscellaneous Accessories: Provide those recommended by roofing system manufacturer.
- J. Penetration Flashing: Two-part, liquid-applied flashing material that cures to a durable, elastomeric film. Flashing system consists of primer, flashing cement and polyester scrim.
  - 1. Basis of Design:
    - a. Johns Manville; **PermaFlash System**
  - 2. 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. Firestone Building Products
    - b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  - 3. System must be compatible with roofing membrane system and be part of the warranty.

## 2.5 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.
- C. Perlite Board Insulation: ASTM C 728, rigid, mineral-aggregate thermal insulation board composed of expanded perlite, cellulosic fibers, binders, and waterproofing agents with top surface seal coated.
- D. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of ½ inch per 12 inches unless otherwise indicated.
- E. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

## 2.6 INSULATION ACCESSORIES

- A. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Cant Strips: ASTM C 728, perlite insulation board.

- D. Wood Nailer Strips: Comply with requirements in Section 061000 "Rough Carpentry."
- E. Tapered Edge Strips: ASTM C 728, perlite insulation board.
- F. Cover Board: ASTM C 1177, glass-mat, water-resistant gypsum substrate, ½ inch thick.
  - 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. Georgia-Pacific Corporation; **Dens Deck**.
    - b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- G. Substrate Joint Tape: 6- or 8-inch-wide, coated, glass-fiber joint tape.

## 2.7 WALKWAYS

- A. Walkway Pads: Reinforced asphaltic composition pads with slip-resisting mineral-granule surface, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 3/8 inch thick, minimum.
  - 1. Pad Size: Manufacturer's standard.
  - 2. Color: In contrasting color of roofing membrane.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
  - 1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
  - 2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
  - 3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 053100 "Steel Decking"
  - 4. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
  - 5. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
    - a. Test for moisture by pouring 1 pint of hot roofing asphalt on deck at start of each day's work and at start of each roof area or plane. Do not proceed with roofing work if test sample foams or can be easily and cleanly stripped after cooling.
  - 6. Verify that concrete-curing compounds that will impair adhesion of roofing components to roof deck have been removed.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Prime surface of concrete deck with asphalt primer at a rate of 3/4 gal./100 sq. ft. and allow primer to dry.

### 3.3 INSULATION INSTALLATION

- A. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- B. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of roofing membrane system with vertical surfaces or angle changes more than 45 degrees.
- C. Install tapered insulation under area of roofing to conform to slopes indicated.
- D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.
  - 1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
- E. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches or more, install two (2) or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
  - 1. Where installing composite and noncomposite insulation in two (2) or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.
- F. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- G. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- H. Mechanically Fastened and Adhered Insulation: Install first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
  - 1. Fasten first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof.
  - 2. Set each subsequent layer of insulation in a solid mopping of hot roofing asphalt applied within plus or minus 25 deg F (14 deg C) of equiviscous temperature.
- I. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints a minimum of 6 inches in each direction from joints of

insulation below. Loosely butt cover boards together. Tape joints if required by roofing system manufacturer.

1. Apply hot roofing asphalt to underside, and immediately bond cover board to substrate.

#### 3.4 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. There shall be NO application of HOT asphalt during the hours school is in session per the Parameters for School/Construction Coordination Schedule, and the Waterbury Public Schools Calendar 2016-2017. All construction must be coordinated with Waterbury Public Schools.
- B. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing", applicable recommendations in Asphalt Roofing Manufacturers Association Technical Bulletin – Warm Weather Application Recommendations for Modified Bitumen Roofing, and as follows:
  1. Deck Type: I (insulated).
  2. Adhering Method: M (mopped).
  3. Base Sheet: One (1).
  4. Number of SBS-Modified Asphalt Sheets: Two (2).
  5. Surfacing Type: M (mineral-granule-surfaced cap sheet).
- C. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.
- D. Cooperate with testing agencies engaged or required to perform services for installing roofing system.
- E. Coordinate installation of roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
  1. At end of each day's work, provide tie-offs to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt, with joints and edges sealed.
  2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
  3. Remove and discard temporary seals before beginning work on adjoining roofing.
- F. Asphalt Heating: Do not raise roofing asphalt temperature above equiviscous temperature range more than one hour before time of application. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Do not heat roofing asphalt within 25 deg F (14 deg C) of flash point. Discard roofing asphalt maintained at a temperature exceeding finished blowing temperature for more than four hours.
- G. Substrate-Joint Penetrations: Prevent roofing asphalt and adhesives from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

### 3.5 BASE-SHEET INSTALLATION

- A. Install lapped base-sheet course, extending sheet over and terminating beyond cants. Attach base sheet as follows:
  - 1. Adhere to substrate in a solid mopping of hot roofing asphalt.
  - 2. Laps: 2 inch side laps and 4 inch end laps.

### 3.6 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install modified bituminous roofing membrane sheet and cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing in one (1) of the following ways:
  - 1. Adhere to substrate in a solid mopping of hot roofing asphalt applied at not less than 425 deg F (218 deg C).
  - 2. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
- B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
  - 1. Repair tears and voids in laps and lapped seams not completely sealed.
  - 2. Apply roofing granules to cover exuded bead at laps while bead is hot.
- C. Install roofing membrane sheets so side and end laps shed water.

### 3.7 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloped and vertical surfaces and at roof edges; secure to substrates according to roofing system manufacturer's written instructions, and as follows:
  - 1. Prime substrates with asphalt primer if required by roofing system manufacturer.
  - 2. Backer Sheet Application: Adhere backer sheet to substrate in a solid mopping of hot roofing asphalt at rate required by roofing system manufacturer.
  - 3. Flashing Sheet Application: Adhere flashing sheet to substrate in a solid mopping of hot roofing asphalt applied at not less than 425 deg F (218 deg C). Apply hot roofing asphalt to back of flashing sheet if recommended by roofing system manufacturer.
- B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 4 inches onto field of roofing membrane.
- C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
  - 1. Seal top termination of base flashing.
- D. Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to roofing system manufacturer's written instructions.
- E. Roof Drains: Set 30-by-30-inch-square metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with roofing membrane cap-sheet stripping

and extend a minimum of 6 inches beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.

1. Install stripping according to roofing system manufacturer's written instructions.

- F. Penetration Flashing: Tape off area to be flashed. Prime protrusion with system approved primer. Apply system base coat. While tacky, embed system polyester scrim. Apply system top coat. Remove masking tape.

### 3.8 WALKWAY INSTALLATION

- A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway pad manufacturer's written instructions.

1. Set walkway pads in additional pour coat of hot roofing asphalt after aggregate surfacing of modified bituminous roofing membrane.

### 3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and to prepare test reports.

- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.

1. Notify Architect and Owner forty-eight (48) hours in advance of date and time of inspection.

- C. Roofing system will be considered defective if it does not pass tests and inspections.

1. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

### 3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

END OF SECTION 075216



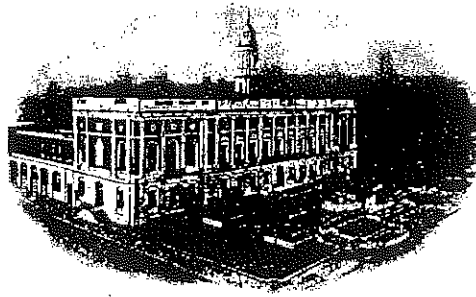
Construction Contract for West Side Middle School Roof Replacement between  
City of Waterbury and Silktown Roofing, Incorporated

**ATTACHMENT A-5**

Addendum Number 2 to the City of Waterbury ITB Number 5742, dated April 20, 2017,  
consisting of 53 pages (Attached hereto.)



**ROCCO ORSO**  
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT  
**ADDENDUM #2**

**April 20, 2017**

**Bid: 5742**

**Project: West Side Middle School Roof Replacement**

Please see attached addendum regarding this project.

**Thanks**  
**Kevin McCaffery**  
**Buyer – City of Waterbury**

**WATERBURY WEST SIDE MIDDLE SCHOOL ROOF REPLACEMENT**

**483 CHASE PARKWAY  
WATERBURY, CT 06708**

**State Project No. 151-0291 RR**

**S/P+A Project No. 14.301**

**DATE: April 20, 2017**

The following changes to the Drawings and Project Specifications shall become a part of the Drawings and Project Specifications; superseding previously issued Drawings and Project Specifications to the extent modified by Addendum No. 2.

**General Information/Clarifications:**

- RFI's; Attached as part of this Addendum. (3 pages)
- Pre-Bid Conference Sign-In Sheet, attached as part of this Addendum. (2 pages)

**New Specifications under AVAILABLE INFORMATION (attached as part of this Addendum):**

- Facility Support Services "Asbestos/PCB Inspection & Bulk Sampling of Roofing Materials, West Side Middle School, Waterbury, CT (FSS #17216)", dated July 25, 2016. (32 pages)

**Changes to the Specifications:**

- In Addendum No. 1, Section 075216 "Styrene-Butadene-Styrene (SBS) Modified Bituminous Membrane Roofing"/2.1/C/1 and 2.3/B/1: Revise Granule Color to White.
- Section 075323 "Ethylene-Polypropylene-Diene-Monomer (EPDM) Roofing"/2.3/A/4: Revise Exposed Face Color to White.
- DELETE Section 012300 "Alternates" in its entirety.
- DELETE City of Waterbury Attachment "C" in its entirety.

ADD Revised City of Waterbury Attachment "C", attached as part of this Addendum (revisions *italicized*). (13 pages)

- **AVAILABLE INFORMATION:**

- ADD the following: 'Early project investigation HazMat Reporting stated that materials that contain vermiculite have been assumed to contain asbestos. ENCO Report dated November 10, 2016 Section 5.0 ASBESTOS CONTAINING MATERIAL INVENTORY states "THE LABORATORY RESULTS SHOW NO ASBESTOS DETECTED". Based upon this, the Spray Fireproofing can be treated as non-ACM.'

**New Drawings: Not Applicable**

**Changes to the Drawings: Not Applicable**

**The bid due dates are unchanged by this Addendum.**

The Addendum consists of fifty-two (52) pages of 8½" x 11" text.

End of Addendum #2

PREBID QUESTIONS (RFI'S):

1. Firestone is the Only Manufacturer that will allow a Black Cap Sheet Mopped in Hot Asphalt for a 30-year Warranty. This puts All Bidders that are not Certified with Firestone at a Great Disadvantage. Please provide a Specification that makes Bidding an Equal Platform and Not Limited to Firestone Certified Applicators!!

Answer: The Color is being changed to White in Addendum #2 to correct that.

2. What Roofing Materials are Positive for Asbestos?

Answer: All roofing materials are being treated as positive. Difficulties in separating layers requires full roof abatement at all locations and roofing levels.

3. Is the Field of the Roof through-out Positive?

Answer: Yes.

4. Are there Multiple Roofing Systems?

Answer: There are different designations for various areas but the roofing composition is similar and is to be treated as the same at all areas/levels.

5. Are they All Asbestos Containing?

Answer: Yes, all components of each level of roofing/roof areas are to be treated as asbestos containing.

6. Are we to assume that All Old BUR Field Plies Through-out are Positive for Asbestos?

Answer: Yes.

7. Are Test Cores Available to determine the Thicknesses of the old roofing assemblies?

Answer: We did test cores to collect samples -- FSS estimates the old and new roofs to be 3-4" thick, each; Total roof thickness of 6"-8" (old & new combined.)

8 (3). Is Alternate #2: Steel Deck Replacement for the ENTIRE 76,000+- sf of roof replacement area?

Answer: Delete Specification Section 012300 "Alternates" in its entirety.

9 (4). What is the Extent of Masonry Work per Section 04200 Masonry as No Work is Shown on Documents?

Answer: Refer to Drawings A5 and A6 which show brick infill at windows and masonry work at the chimney cap.

10 (5). What is the Extent of Section 05400 Cold Formed Metal Framing as no work is shown on Documents?

Answer: This Section is going to be eliminated in Addendum #2.

11 (6). Is Minimal Thickness of roof insulation Through-out 4" as stated in Section 072200;2.2;A.1.b? On Sheet A1, General Note # 16 states 1.5" At Drains? Please Clarify.

Answer: No, the minimum thickness is 1.5 inches at Drains as is also shown on the detail for drain bowls. The new Code of continuous 4-inches insulation does not apply.

12. Question: After reviewing the specifications and then the addenda, it was noticed the the basis of design for the roof was changed to lessen the quality of product and required inspection services that the City has experienced for over 20 years. We, Garland, are respectfully requesting that our Optimax membrane system, which comes with a 40-year warranty, be bid as a separate alternate bid item for all contractors provide pricing to the City. This will include daily site visits by the manufacturer, yearly inspections, and continuance of providing the City with High quality roof systems. We can provide the specification to the Project Architect. Thank you.

Answer: Request is respectfully denied. Specification and Addenda will remain the same.

13. Question: Is the pre-bid sign in sheet available?

Answer: Yes, the Pre-Bid Conference Sign-In Sheet is attached to this Addendum #2.

14. Question: Can the roof demo/abatement start early morning 3am-4am? This will allow more SF to be removed & replaced each working day.

Answer: NO, Work hours are listed in Attachment C - Special Procedures, 1.7 B.: **Work hours are limited to the hours of 7:00am to 10:00pm Monday through Friday. Additional work times may be requested by the Contractor and approved by the City of Waterbury.**

15. Question: Drawing A1 shows Roof H, K & L with 4" of flat ISO. Drawing A3 shows Roof K with 1/4" tapered, and Roof L with 4" ISO. Drawing A4 shows Roof H & L with 1/4" tapered. Please confirm that Roofs H, L & K are all fully tapered systems only requiring an avg. R-24.

Answer: Yes, that is Correct. Drawing A1 is an Overall intended for graphics. The roof slopes are shown on the other drawings.

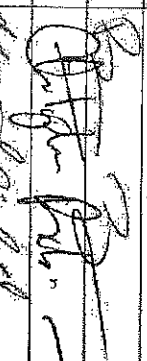
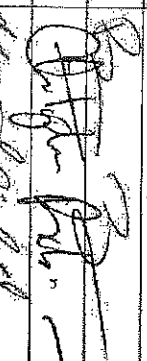


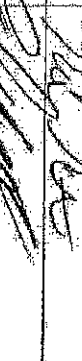


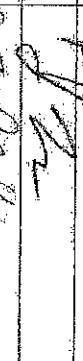
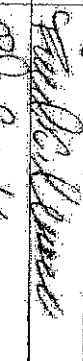
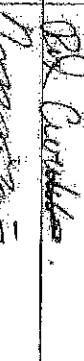

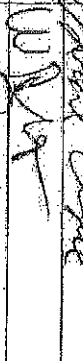



16. Question: 1. Is a Vapor Barrier Required? Details on AS & A6 indicate 2-Ply Vapor Barrier while Specification Section 075216 DOES NOT indicate a vapor barrier or give specifics on products and application for a Vapor Barrier??

Answer: This is only required if required by the manufacturer for the 30-year warranty.

17. Question: Do All Ceiling Tiles through-out the school re-roofing area need to be removed and cleaned during the re-roofing operations? It was stated during the Pre-Bid Walk-thru that the existing Spray-on Fireproofing may become dislodged from vibrations and fall onto the Suspended Ceilings. Is the Roofing Contractor responsible for only dislodged Spray-on Fireproofing clean-up or ALL debris with-in the ceiling cavity. How are we to Quantify this material clean-up?

Answer: Ceiling tiles throughout the school do not have to be removed and cleaned during roofing operations. Attachment C - Special Procedures 1.9 CLEANING – Interior, addresses this condition and this instruction is further clarified in this Addendum (with the addition of a material allowance to supply replacement ceiling tiles). The contractor is only responsible for delaminated /failed fireproofing dislodged during its roofing operations.

Waterbury School Construction Program  
WEST SIDE MIDDLE SCHOOL ROOF REPLACEMENT  
BID #5742 - PREBID CONFERENCE  
April 11, 2017 @ 10am

Name (Please Print)	Signature	Company
1 Barbara Zaccardi		Youngdevelpers LLC
2 Chris Robinson		Jucker Mechanical
3 Matt Roberts		* Gold Seal Roofing & Structural
4 Brian Evans		Sean Seale Roofs
5 Kevin Gorton		Roofers + Waterproofers LLC
6 Ed Muller		Commercial Roofing & Construction
7 KURT RYKER		KRYKER@BARETTROOFING.COM
8 TOM RODRIGUE		THE IMPERIAL COMPANY
9 Jim Ryan		* Greenwood Industries
10 Travis MacCormack		SIZETROUPE TECHNOLOGY
11 Rick Curtello		* Diamond Roofing Email Admin@diamondroof.net
12 Zachary Mealer		* New England Masonry & Roofing
13 Daniel Champagne		Elite Roofing & Restoration, LLC
14 Bill Bernhardt		C.M. CONSTRUCTION
15 David Lech		United Roofing

Joe Lech \*SILKTON Roofing

Shoreline Restoration LLC

4-11-17

176 Tyler St  
East Haven, Ct  
West Side Middle School

dane@cofwithy.com

**THE CITY OF WATERBURY**  
**WEST SIDE MIDDLE SCHOOL ROOF REPLACEMENT**

**BID #5742**

**PREBID CONFERENCE**

**April 11, 2017 @ 10am**

Bids Due – Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until 10:30 a.m. on April 26, 2017

Bid Security – 10% - Bid Bond or Certified Check

Submit Complete Bid Form with Unit Prices and All Attachment "A: Documents

Review Sample Contract –

- Payment and Performance Bond 100%
- Substantial Completion by August 18, 2017. 100% by August 31, 2017
- LD's \$1000.00/Day
- Insurance Requirements

Prevailing Wage Project – Current Rates Apply

Good Jobs Ordinance –

- Covered Project: Projects with value of \$500,000 or greater

DAS Certification and Update Statement with Bid  
CHRO NonDiscrimination Certification submission.

Scope of Work

- Reroof
- Cleaning interior fireproofing
- Hand Demolition / Mechanical Demolition Requirements
- PCB Windows
- ACM Roof Materials

Attachment C – Special Procedures

- Schedule: submittals to be sent at Notice of Intent to Award
- Work Hours 7:00am to 10:00pm Monday – Friday; other hours to be coordinated with the Owner

Dead line for questions – April 18, 2017 by 2:00pm, Answers will be posted April 20, 2017

Tax Exempt Project



City of Waterbury ITB #5742  
Addendum #2

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

July 25, 2016

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

**Re: Asbestos/PCB Inspection & Bulk Sampling of Roofing Materials, West Side Middle School, Waterbury, Connecticut (FSS# 17216)**

Dear Mr. Sullivan,

At the request of the City of Waterbury Board of Education, Facility Support Services, LLC (FSS) conducted an inspection and bulk asbestos and polychlorinated biphenyls (PCBs) sampling on July 12, 2016 of suspect asbestos/PCB containing materials associated with the roof of the gymnasium and pool buildings of West Side Middle School located at 483 Chase Parkway in Waterbury, Connecticut. The inspection and sampling was conducted to facilitate the replacement of the entire roof of the building.

A total of thirty-eight (38) bulk suspect asbestos samples were collected. The suspected asbestos containing materials sampled from the School included:

- Gym Roof
  - Top layer membrane
  - Top layer tar paper
  - Top layer fiberboard
  - Built up roofing
  - Tar paper on Isofoam
- Gym Roof Edge
  - New Flashing (top)
  - Old Flashing (bottom)
  - Edge Flashing Tar Patch
- Gym and Pool Roof (Rooftop Units)
  - Top Layer Flashing
  - Bottom Layer Flashing
  - Corner Tar
  - Vent Caulk
- Pool Roof
  - Top layer membrane
  - Top layer tar paper
  - Top layer fiberboard

- Built up roofing
- Tar paper on Isofoam
- Pool Roof Edge
  - New Flashing (top)
  - Old Flashing (bottom)

The materials were sampled by State of Connecticut licensed Asbestos Inspectors representing FSS. Copies of the asbestos inspectors' certifications are located in Attachment A of this report. Samples of materials were delivered under full chain of custody and analyzed for 5-day turn-around time by EMSL Analytical, Inc., via EPA/600/R-93/116 with a positive stop for each homogeneous material. This is currently the approved EPA test method, which uses Polarized Light Microscopy (PLM). EMSL Analytical, Inc. is an accredited asbestos laboratory (NVLAP # 200700-0) and is a State of Connecticut approved public health laboratory for asbestos analysis. **The laboratory results revealed that the asbestos content of the following materials was greater than the 1% required to confirm the materials as asbestos containing:**

- **Gym Building – Built-up roofing (old)**
- **Pool Building – Built-up roofing (old)**
- **Pool Edge – New Flashing and Old Flashing along border with Gym Building**

PCBs were used in the production of many types of roofing materials until banned by the United States Congress in 1979. Therefore, FSS also conducted PCB sampling of materials that were installed prior to the ban. A total of eleven (11) bulk suspect PCB samples were collected. The materials sampled from the School included:

- Gym Roof
  - Top Layer Membrane
  - Top Layer Tar Paper
  - Built-up Roofing
  - Tar Paper on Isofoam
- Gym and Pool Roof Edge
  - New Edge Flashing
  - Old Edge Flashing
  - Edge Flashing Tar Patch
- Gym and Pool Rooftop Units
  - Top Layer Flashing
  - Bottom Layer Flashing
  - Corner Tar
  - Vent Caulk

The suspect PCB materials were sampled by Mr. Kevin Bogue of FSS; a Certified Hazardous Materials Manager (CHMM). Samples of materials were delivered under full chain of custody and analyzed for 5-day turn-around time by Complete Environmental Testing, Inc. (CET), via EPA Method 3540C with Soxhlet extraction. This is currently the approved EPA test method.

CET is an accredited laboratory (PH #01160). There were no PCBs detected in any of the materials sampled and analyzed during this inspection. Copies of the laboratory analytical results can be found in Attachment B of this report.

**Summary of Roof Inspections (Jan/Feb 2016 and July 2016)**

Based on the results of the January/February 2016 inspection results and the findings of this investigation (July 2016), the following materials of the roof of Westside Middle School have been identified or presumed to contain asbestos greater than 1%:

- Built-up roofing (old)
- Vent Flashing (old)
- Vent Flashing Tar (old)
- Edge Flashing (old)
- Edge Flashing (new) – located above Natatorium, along common wall with the Gymnasium
- Sprayed-on Fireproofing (vermiculite containing)
- Mudded Roof Drains (vermiculite containing)

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

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

Sincerely,



**Facility Support Services, LLC**



Kevin Bogue, CHMM, CIH  
Senior Project Manager

Attachments

**Attachment A**  
**Asbestos Inspector Certifications**

<b>STATE OF CONNECTICUT</b>	
<b>DEPARTMENT OF PUBLIC HEALTH</b>	
PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT	
THE INDIVIDUAL NAMED BELOW IS CERTIFIED	
BY THIS DEPARTMENT AS A	
<b>ASBESTOS CONSULTANT-INSP/MGMT PLANNER</b>	
KEVIN S. BOGUE	CERTIFICATE NO. <b>000157</b>
	CURRENT THROUGH <b>08/31/18</b>
	VALIDATION NO. <b>03-255918</b>
 SIGNATURE	 COMMISSIONER

**Attachment B**  
**Laboratory Analytical Results**

**EMSL Analytical, Inc.**

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

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

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

City of Wallingford - TB #5742

EMSL Order: 241602907 Addendum #2

Customer ID: FSS93

Customer PO:

Project ID:

Attention: Michael DiFabio

Facility Support Services, LLC

2685 State Street

Hamden, CT 06517

Phone: (203) 288-1281

Fax: (203) 248-4409

Received Date: 07/12/2016 4:50 PM

Analysis Date: 07/18/2016 - 07/19/2016

Collected Date: 07/12/2016

Project: WEST SIDE MIDDLE SCHOOL/17216

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
MS-GR-01A 241602907-0001	Gym roof (field) - top layer membrane	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MS-GR-01B 241602907-0002	Gym roof (field) - top layer tar paper	Brown/Black Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
MS-GR-01C 241602907-0003	Gym roof (field) - top layer fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
MS-GR-01D 241602907-0004	Gym roof (field) - built up roofing	Black Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile
MS-GR-01E 241602907-0005	Gym roof (field) - tar paper on ISO foam	Tan/Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
MS-GR-02A 241602907-0006	Gym roof (edge) - new flashing (top)	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
MS-GR-02B 241602907-0007	Gym roof (edge) - old flashing (bottom)	Black Non-Fibrous Homogeneous	15% Fibrous (Other)	85% Non-fibrous (Other)	None Detected
MS-GR-03A 241602907-0008	Gym roof (field) - top layer membrane	Black Fibrous Homogeneous	15% Fibrous (Other)	85% Non-fibrous (Other)	None Detected
MS-GR-03B 241602907-0009	Gym roof (field) - top layer tar paper	Tan/Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
MS-GR-03C 241602907-0010	Gym roof (field) - top layer fiberboard	Brown Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
MS-GR-03D 241602907-0011	Gym roof (field) - built up roofing	Black Non-Fibrous Homogeneous	50% Cellulose	32% Non-fibrous (Other)	18% Chrysotile
MS-GR-03E 241602907-0012	Gym roof (field) - tar paper on ISO foam	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MS-GR-04A 241602907-0013	Gym roof (roof units) - top layer flashing	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MS-GR-04B 241602907-0014	Gym roof (roof units) - bottom layer flashing	Black Non-Fibrous Homogeneous	10% Fibrous (Other)	90% Non-fibrous (Other)	None Detected
MS-GR-04C 241602907-0015	Gym roof (roof units) - corner tar	Black Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
MS-GR-04D 241602907-0016	Gym roof (roof units) - vent caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial Report From: 07/19/2016 17:04:41

**EMSL Analytical, Inc.**

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

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

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

City of Waterbury - TB #5742  
EMSL Order: 241602907  
Addendum #2

Customer ID: FSS93

Customer PO:

Project ID:

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
MS-GR-05A 241602907-0017	Gym roof (roof units) - top layer flashing	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MS-GR-05B 241602907-0018	Gym roof (roof units) - bottom layer flashing	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
MS-GR-05C 241602907-0019	Gym roof (roof units) - corner ter	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MS-GR-06D 241602907-0020	Gym roof (roof units) - vent caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MS-GR-06A 241602907-0021	Gym roof (edge) - new flashing (top)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MS-GR-06B 241602907-0022	Gym roof (edge) - old flashing (bottom)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MS-GR-07A 241602907-0023	Gym roof (edge) - edge flashing tar patch	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MS-GR-07B 241602907-0024	Gym roof (edge) - edge flashing tar patch	Black Non-Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
MS-GR-08A 241602907-0025	Pool roof (field) - top layer membrane	Black Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (Other)	None Detected
MS-GR-08B 241602907-0026	Pool roof (field) - top layer tar paper	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
MS-GR-08C 241602907-0027	Pool roof (field) - top layer fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
MS-GR-08D 241602907-0028	Pool roof (field) - built up roofing	Brown/Black Fibrous Homogeneous	25% Cellulose	55% Non-fibrous (Other)	20% Chrysotile
MS-GR-08E 241602907-0029	Pool roof (field) - tar paper on ISD foam	Black Fibrous Homogeneous	70% Cellulose 10% Synthetic	20% Non-fibrous (Other)	None Detected
MS-GR-09A 241602907-0030	Pool roof (field) - top layer membrane	Black Fibrous Homogeneous	30% Synthetic	70% Non-fibrous (Other)	None Detected
MS-GR-09B 241602907-0031	Pool roof (field) - top layer tar paper	Brown/Black Fibrous Homogeneous	75% Cellulose 20% Glass	5% Non-fibrous (Other)	None Detected
MS-GR-09C 241602907-0032	Pool roof (field) - top layer fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
MS-GR-09D 241602907-0033	Pool roof (field) - built up roofing	Brown/Black Fibrous Homogeneous	25% Cellulose	63% Non-fibrous (Other)	12% Chrysotile
MS-GR-09E 241602907-0034	Pool roof (field) - tar paper on ISO foam	Black Fibrous Homogeneous	45% Cellulose 5% Synthetic	50% Non-fibrous (Other)	None Detected
MS-GR-10A 241602907-0035	Pool roof (edge) - new flashing (top)	Black Fibrous Homogeneous	75% Synthetic	23% Non-fibrous (Other)	2% Chrysotile

Initial Report From: 07/19/2016 17:04:41



# EMSL Analytical, Inc.

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

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

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

City of Wallingford TB #5742  
EMSL Order: 241602907

Customer ID: FSS93  
Addendum #2

Customer PO:

Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
MS-GR-10B 241602907-0036	Pool roof (edge) - old flashing (bottom)	Black Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile
MS-GR-11A 241602907-0037	Pool roof (edge) - new flashing (top)	Black Fibrous Homogeneous	20% Cellulose 25% Glass	55% Non-fibrous (Other)	<1% Chrysotile
MS-GR-11B 241602907-0039	Pool roof (edge) - old flashing (bottom)	Black Fibrous Homogeneous	20% Cellulose 20% Glass	50% Non-fibrous (Other)	None Detected

Analyst(s)

Christina Walker (14)

Stephen Severn (24)

Lauren Brennan, Asbestos Lab Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%.

Samples analyzed by EMSL Analytical, Inc. South Portland, ME NVLAP Lab Code 500094-D, Massachusetts AA000236, Vermont AL197271

Initial Report From: 07/19/2016 17:04:41



EMSL ANALYTICAL, INC.  
LABORATORY INDUSTRIES DIVISION

# Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

241602907

City of Waterbury ITB #5742  
EMSL Analytical, Inc.

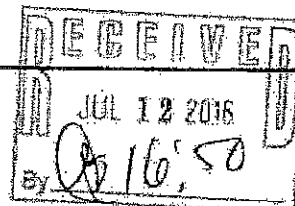
29 North Plains Hwy, Unit 4

Wallingford, CT 06492

PHONE: (203) 284-5948

FAX: (203) 284-5978

Company Name: Facility Support Services, LLC.		EMSL Customer ID:	
Street: 2685 State Street		City: Hamden	State/Province: CT
Zip/Postal Code: 06517	Country: United States	Telephone #: 203-288-1281	Fax #:
Report To (Name): Michael DiFabio		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address: mdfabio@fsssteam.com		Purchase Order:	
Project Name/Number: West Side Middle School / 17216		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: CT		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input checked="" type="checkbox"/> Different - If Bill to is Different state Instructions in Comments*			
Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input checked="" type="checkbox"/> 1 Week <input type="checkbox"/> 2-Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
<b>PCM - Air</b> <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA <b>PLM - Bulk (reporting limit)</b> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count: <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/ Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input checked="" type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.6 SQF-V <input type="checkbox"/> NIOSH 9002 (<1%)		<b>TEM - Air</b> <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 <b>TEM - Bulk</b> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 199.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 <b>TEM - Water</b> EPA 100.2 Fibers > 10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
<b>TEM - Dust</b> <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6460 <input type="checkbox"/> Carpet Sonication (EPA 600/3-93/167) <b>Soil/Rock/Vermiculite*</b> <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> TEM Qual. via Filtration Technique <input type="checkbox"/> TEM Qual. via Drop-Mount Technique *Can not accept New York State Loose Fill Vermiculite Samples <b>Other:</b> <input type="checkbox"/>			
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: Michael DiFabio		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
	See Attached		
Client Sample # (s):		Total # of Samples:	
Relinquished (Client):		Date: 7-12-16 Time: 4:53	
Received (Lab):		Date: Time:	
Comments/Special Instructions: BHT: Facility Support Services, LLC, 2685 State Street, Hamden, CT, 06517, United States Attention: Michele Vioringo Phone: 203-288-1281 Email: mvioringo@fsssteam.com Purchase Order:			



241602907

FACILITY SUPPORT SERVICES, LLC  
Asbestos Sampling Log

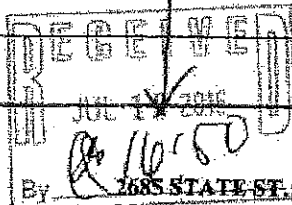
CLIENT: Waterbury BOE

DATE: 7/12/2016

LOCATION: West side Middle School

SAMPLED BY: KB/MD

SAMPLE ID	LOCATION	DESCRIPTION
MS-GR-01A	Gym Roof (Field)	Top Layer Membrane
B		Top Layer Tar paper
C		Top Layer Fiberboard
D		Built up Roofing
E	✓	Tar Paper on ISO Foam
02A	Gym Roof (Edge)	New Flashing (TOP)
B	↓	Old Flashing (Bottom)
03A	Gym Roof (Field)	Top Layer Membrane
B		Top Layer Tar Paper
C		Top Layer Fiberboard
D		Built up Roofing
E	✓	Tar Paper on ISO Foam
04A	Gym Roof (Roof Units)	TOP Layer Flashing
B		Bottom Layer Flashing
C		Corner Tar
D		Vent Caulk
05A		TOP Layer Flashing
B		Bottom Layer Flashing
C		Corner Tar
D		Vent caulk



By: 2685 STATE ST., HAMDEN, CT 06517

PH: 203-288-1281 FAX: 203-248-4409

Website: www.fsssteam.com

20F3

**FACILITY SUPPORT SERVICES, LLC**  
**Asbestos Sampling Log**

CLIENT: Waterbury BOE

DATE: 7/12/2016

LOCATION: West Side Middle School

SAMPLED BY: KB/MD

SAMPLE ID	LOCATION	DESCRIPTION
MS-GR-06A	Gym Roof (Edge)	New Flashing (TOP)
B	↓	Old Flashing (Bottom)
07A	↓	Edge Flashing Tar patch
B	↓	↓
MS-PR-08A	Pool Roof (Field)	TOP Layer Membrane
B	↓	TOP Layer Tar Paper
C	↓	TOP Layer Fiberboard
D	↓	Built up Roofing
E	↓	Tar Paper on Iso Foam
09A	↓	TOP Layer Membrane
B	↓	TOP Layer Tar Paper
C	↓	TOP Layer Fiberboard
D	↓	Built up Roofing
E	↓	Tar Paper on Iso Foam
10A	Pool Roof (Edge)	New Flashing (TOP)
B		<del>Old</del> Old Flashing (Bottom)
11A		New Flashing (TOP)
B		Old Flashing (Bottom)

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Addendum #37-9984  
Tel: (203) 377-9984  
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e-mail: cet1@cetlabs.com

Client: Mr. Kevin Bogue  
Facility Support Services  
2685 State Street  
Hamden, CT 06517

## Analytical Report

### CET# 6070248

Report Date: July 22, 2016  
Project: Westside Middle School, Waterbury  
Project Number: 17216

Connecticut Laboratory Certificate: PH 0116  
Massachusetts laboratory Certificate: M-CT903



New York Certification: 11982  
Rhode Island Certification: 199

CET #: 6070248

City of Waterbury ITB #5742

Project: Westside Middle School, Waterbury

Addendum #2

Project Number: 17216

### SAMPLE SUMMARY

The sample(s) were received at 2.0°C.

This report contains analytical data associated with following samples only.

Sample ID	Laboratory ID	Matrix	Collection Date/Time	Receipt Date
PCB-1A	6070248-01	Solid	7/12/2016	07/12/2016
PCB-1B	6070248-02	Solid	7/12/2016	07/12/2016
PCB-1D	6070248-03	Solid	7/12/2016	07/12/2016
PCB-1E	6070248-04	Solid	7/12/2016	07/12/2016
PCB-2A	6070248-05	Solid	7/12/2016	07/12/2016
PCB-2B	6070248-06	Solid	7/12/2016	07/12/2016
PCB-4A	6070248-07	Solid	7/12/2016	07/12/2016
PCB-4B	6070248-08	Solid	7/12/2016	07/12/2016
PCB-4C	6070248-09	Solid	7/12/2016	07/12/2016
PCB-4D	6070248-10	Caulk	7/12/2016	07/12/2016
PCB-7A	6070248-11	Solid	7/12/2016	07/12/2016

CET #: 6070248

City of Waterbury ITB #5742

Project: Westside Middle School, Waterbury

Addendum #2

Project Number: 17216

## Client Sample ID PCB-1A

Lab ID: 6070248-01

PCBs by Soxhlet

Analyst: JS

Method: EPA 8082A

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 15:23	
PCB-1221	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 15:23	
PCB-1232	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 15:23	
PCB-1242	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 15:23	
PCB-1248	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 15:23	
PCB-1254	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 15:23	
PCB-1260	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 15:23	
PCB-1268	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 15:23	
PCB-1262	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 15:23	
Surrogate: TCMX [1C]	39.4 %	30 - 150			B6G1318	07/13/2016	07/21/2016 15:23	
Surrogate: TCMX [2C]	32.2 %	30 - 150			B6G1318	07/13/2016	07/21/2016 15:23	
Surrogate: DCB [1C]	26.8 %	30 - 150			B6G1318	07/13/2016	07/21/2016 15:23	L
Surrogate: DCB [2C]	22.7 %	30 - 150			B6G1318	07/13/2016	07/21/2016 15:23	L

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CET #: 6070248

City of Waterbury ITB #5742

Project: Westside Middle School, Waterbury

Addendum #2

Project Number: 17216

Client Sample ID PCB-1B

Lab ID: 6070248-02

PCBs by Soxhlet

Analyst: JS

Method: EPA 8082A

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:02	
PCB-1221	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:02	
PCB-1232	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:02	
PCB-1242	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:02	
PCB-1248	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:02	
PCB-1254	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:02	
PCB-1260	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:02	
PCB-1268	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:02	
PCB-1262	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:02	
Surrogate: TCMX [1C]	41.3 %	30 - 150			B6G1318	07/13/2016	07/21/2016 16:02	
Surrogate: TCMX [2C]	31.3 %	30 - 150			B6G1318	07/13/2016	07/21/2016 16:02	
Surrogate: DCB [1C]	26.5 %	30 - 150			B6G1318	07/13/2016	07/21/2016 16:02	L
Surrogate: DCB [2C]	21.2 %	30 - 150			B6G1318	07/13/2016	07/21/2016 16:02	L

CET #: 6070248

City of Waterbury ITB #5742

Project: Westside Middle School, Waterbury

Addendum #2

Project Number: 17216

## Client Sample ID PCB-1D

Lab ID: 6070248-03

PCBs by Soxhlet

Analyst: JS

Method: EPA 8082A

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:21	
PCB-1221	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:21	
PCB-1232	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:21	
PCB-1242	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:21	
PCB-1248	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:21	
PCB-1254	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:21	
PCB-1260	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:21	
PCB-1268	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:21	
PCB-1262	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:21	
Surrogate: TCMX [1C]	57.5 %	30 - 150			B6G1318	07/13/2016	07/21/2016 16:21	
Surrogate: TCMX [2C]	41.9 %	30 - 150			B6G1318	07/13/2016	07/21/2016 16:21	
Surrogate: DCB [1C]	36.8 %	30 - 150			B6G1318	07/13/2016	07/21/2016 16:21	
Surrogate: DCB [2C]	29.0 %	30 - 150			B6G1318	07/13/2016	07/21/2016 16:21	L

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CET #: 6070248

City of Waterbury ITB #5742

Project: Westside Middle School, Waterbury

Addendum #2

Project Number: 17216

Client Sample ID PCB-1E

Lab ID: 6070248-04

PCBs by Soxhlet

Analyst: JS

Method: EPA 8082A

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:40	
PCB-1221	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:40	
PCB-1232	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:40	
PCB-1242	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:40	
PCB-1248	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:40	
PCB-1254	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:40	
PCB-1260	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:40	
PCB-1268	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:40	
PCB-1262	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 16:40	
Surrogate: TCMX [1C]	49.7 %	30 - 150			B6G1318	07/13/2016	07/21/2016 16:40	
Surrogate: TCMX [2C]	39.2 %	30 - 150			B6G1318	07/13/2016	07/21/2016 16:40	
Surrogate: DCB [1C]	34.0 %	30 - 150			B6G1318	07/13/2016	07/21/2016 16:40	
Surrogate: DCB [2C]	25.9 %	30 - 150			B6G1318	07/13/2016	07/21/2016 16:40	L

CET #: 6070248

City of Waterbury ITB #5742

Project: Westside Middle School, Waterbury

Addendum #2

Project Number: 17216

## Client Sample ID PCB-2A

Lab ID: 6070248-05

PCBs by Soxhlet

Method: EPA 8082A

Analyst: JS

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:00	
PCB-1221	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:00	
PCB-1232	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:00	
PCB-1242	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:00	
PCB-1248	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:00	
PCB-1254	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:00	
PCB-1260	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:00	
PCB-1268	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:00	
PCB-1262	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:00	
Surrogate: TCMX [1C]	41.3 %	30 - 150			B6G1318	07/13/2016	07/21/2016 17:00	
Surrogate: TCMX [2C]	31.8 %	30 - 150			B6G1318	07/13/2016	07/21/2016 17:00	
Surrogate: DCB [1C]	27.7 %	30 - 150			B6G1318	07/13/2016	07/21/2016 17:00	L
Surrogate: DCB [2C]	21.2 %	30 - 150			B6G1318	07/13/2016	07/21/2016 17:00	L

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CET #: 6070248

City of Waterbury ITB #5742

Project: Westside Middle School, Waterbury

Addendum #2

Project Number: 17216

## Client Sample ID PCB-2B

Lab ID: 6070248-06

PCBs by Soxhlet

Analyst: JS

Method: EPA 8082A

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:19	
PCB-1221	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:19	
PCB-1232	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:19	
PCB-1242	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:19	
PCB-1248	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:19	
PCB-1254	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:19	
PCB-1260	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:19	
PCB-1268	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:19	
PCB-1262	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:19	
Surrogate: TCMX [1C]	41.2 %	30 - 150			B6G1318	07/13/2016	07/21/2016 17:19	
Surrogate: TCMX [2C]	30.9 %	30 - 150			B6G1318	07/13/2016	07/21/2016 17:19	
Surrogate: DCB [1C]	25.1 %	30 - 150			B6G1318	07/13/2016	07/21/2016 17:19	L
Surrogate: DCB [2C]	19.5 %	30 - 150			B6G1318	07/13/2016	07/21/2016 17:19	L

CET #: 6070248

City of Waterbury ITB #5742

Project: Westside Middle School, Waterbury

Addendum #2

Project Number: 17216

## Client Sample ID PCB-4A

Lab ID: 6070248-07

PCBs by Soxhlet

Analyst: JS

Method: EPA 8082A

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:38	
PCB-1221	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:38	
PCB-1232	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:38	
PCB-1242	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:38	
PCB-1248	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:38	
PCB-1254	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:38	
PCB-1260	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:38	
PCB-1268	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:38	
PCB-1262	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 17:38	
Surrogate: TCMX [1C]	39.9 %	30 - 150			B6G1318	07/13/2016	07/21/2016 17:38	
Surrogate: TCMX [2C]	29.0 %	30 - 150			B6G1318	07/13/2016	07/21/2016 17:38	L
Surrogate: DCB [1C]	27.4 %	30 - 150			B6G1318	07/13/2016	07/21/2016 17:38	L
Surrogate: DCB [2C]	21.7 %	30 - 150			B6G1318	07/13/2016	07/21/2016 17:38	L

CET #: 6070248

City of Waterbury ITB #5742  
Addendum #2

Project: Westside Middle School, Waterbury

Project Number: 17216

Client Sample ID PCB-4B

Lab ID: 6070248-08

PCBs by Soxhlet

Analyst: JS

Method: EPA 8082A

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/15/2016 18:01	
PCB-1221	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/15/2016 18:01	
PCB-1232	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/15/2016 18:01	
PCB-1242	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/15/2016 18:01	
PCB-1248	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/15/2016 18:01	
PCB-1254	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/15/2016 18:01	
PCB-1260	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/15/2016 18:01	
PCB-1268	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/15/2016 18:01	
PCB-1262	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/15/2016 18:01	
Surrogate: TCMX [1C]	70.4 %	30 - 150			B6G1318	07/13/2016	07/15/2016 18:01	
Surrogate: TCMX [2C]	50.7 %	30 - 150			B6G1318	07/13/2016	07/15/2016 18:01	
Surrogate: DCB [1C]	24.0 %	30 - 150			B6G1318	07/13/2016	07/15/2016 18:01	L
Surrogate: DCB [2C]	20.3 %	30 - 150			B6G1318	07/13/2016	07/15/2016 18:01	L

CET #: 6070248

City of Waterbury ITB #5742

Project: Westside Middle School, Waterbury

Addendum #2

Project Number: 17216

## Client Sample ID PCB-4C

Lab ID: 6070248-09

PCBs by Soxhlet

Analyst: JS

Method: EPA 8082A

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:17	
PCB-1221	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:17	
PCB-1232	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:17	
PCB-1242	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:17	
PCB-1248	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:17	
PCB-1254	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:17	
PCB-1260	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:17	
PCB-1268	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:17	
PCB-1262	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:17	

Surrogate: TCMX [1C]	45.6 %	30 - 150		B6G1318	07/13/2016	07/21/2016 18:17	
Surrogate: TCMX [2C]	34.3 %	30 - 150		B6G1318	07/13/2016	07/21/2016 18:17	
Surrogate: DCB [1C]	22.8 %	30 - 150		B6G1318	07/13/2016	07/21/2016 18:17	L
Surrogate: DCB [2C]	19.2 %	30 - 150		B6G1318	07/13/2016	07/21/2016 18:17	L

CET #: 6070248

City of Waterbury ITB #5742  
Addendum #2

Project: Westside Middle School, Waterbury

Project Number: 17216

## Client Sample ID PCB-4D

Lab ID: 6070248-10

PCBs by Soxhlet

Analyst: JS

Method: EPA 8082A

Matrix: Caulk

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:36	
PCB-1221	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:36	
PCB-1232	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:36	
PCB-1242	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:36	
PCB-1248	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:36	
PCB-1254	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:36	
PCB-1260	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:36	
PCB-1268	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:36	
PCB-1262	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:36	
Surrogate: TCMX [1C]	41.4 %	30 - 150			B6G1318	07/13/2016	07/21/2016 18:36	
Surrogate: TCMX [2C]	30.8 %	30 - 150			B6G1318	07/13/2016	07/21/2016 18:36	
Surrogate: DCB [1C]	30.5 %	30 - 150			B6G1318	07/13/2016	07/21/2016 18:36	
Surrogate: DCB [2C]	23.1 %	30 - 150			B6G1318	07/13/2016	07/21/2016 18:36	L

CET #: 6070248

City of Waterbury ITB #5742

Project: Westside Middle School, Waterbury

Addendum #2

Project Number: 17216

## Client Sample ID PCB-7A

Lab ID: 6070248-11

PCBs by Soxhlet

Analyst: JS

Method: EPA 8082A

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:56	
PCB-1221	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:56	
PCB-1232	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:56	
PCB-1242	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:56	
PCB-1248	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:56	
PCB-1254	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:56	
PCB-1260	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:56	
PCB-1268	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:56	
PCB-1262	ND	0.80	4	EPA 3540C	B6G1318	07/13/2016	07/21/2016 18:56	
Surrogate: TCMX [1C]	44.6 %	30 - 150			B6G1318	07/13/2016	07/21/2016 18:56	
Surrogate: TCMX [2C]	33.2 %	30 - 150			B6G1318	07/13/2016	07/21/2016 18:56	
Surrogate: DCB [1C]	26.2 %	30 - 150			B6G1318	07/13/2016	07/21/2016 18:56	L
Surrogate: DCB [2C]	20.3 %	30 - 150			B6G1318	07/13/2016	07/21/2016 18:56	L

CET #: 6070248

City of Waterbury ITB #5742  
Addendum #2

Project: Westside Middle School, Waterbury

Project Number: 17216

## QUALITY CONTROL SECTION

## Batch B6G1318 - EPA 8082A

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Spike Level	Source Result	% Rec	% Rec Limits	RPD	RPD Limit	Notes
<b>Blank (B6G1318-BLK1)</b>					Prepared: 7/13/2016 Analyzed: 7/14/2016				
PCB-1016	ND	0.20							
PCB-1221	ND	0.20							
PCB-1232	ND	0.20							
PCB-1242	ND	0.20							
PCB-1248	ND	0.20							
PCB-1254	ND	0.20							
PCB-1260	ND	0.20							
PCB-1268	ND	0.20							
PCB-1262	ND	0.20							
Surrogate: TCMX [1C]					71.9	30 - 150			
Surrogate: TCMX [2C]					61.1	30 - 150			
Surrogate: DCB [1C]					54.1	30 - 150			
Surrogate: DCB [2C]					56.0	30 - 150			
<b>LCS (B6G1318-BS1)</b>					Prepared: 7/13/2016 Analyzed: 7/14/2016				
PCB-1016	0.658	0.20	1.000		65.8	50 - 150			
PCB-1260	0.679	0.20	1.000		67.9	50 - 150			
Surrogate: TCMX [1C]					62.6	30 - 150			
Surrogate: TCMX [2C]					51.9	30 - 150			
Surrogate: DCB [1C]					41.2	30 - 150			
Surrogate: DCB [2C]					43.0	30 - 150			
<b>Duplicate (B6G1318-DUP1)</b>					Source: 6070248-01 Prepared: 7/13/2016 Analyzed: 7/21/2016				
PCB-1016	ND	0.80		ND				30	
PCB-1221	ND	0.80		ND				30	
PCB-1232	ND	0.80		ND				30	
PCB-1242	ND	0.80		ND				30	
PCB-1248	ND	0.80		ND				30	
PCB-1254	ND	0.80		ND				30	
PCB-1260	ND	0.80		ND				30	
PCB-1268	ND	0.80		ND				30	
PCB-1262	ND	0.80		ND				30	
Surrogate: TCMX [1C]					39.2	30 - 150			
Surrogate: TCMX [2C]					31.2	30 - 150			
Surrogate: DCB [1C]					29.3	30 - 150			L
Surrogate: DCB [2C]					23.8	30 - 150			L

CET #: 6070248

Project: Westside Middle School, Waterbury

Project Number: 17216

City of Waterbury ITB #5742

Addendum #2

80 Lupes Drive  
Stratford, CT 06615



Tel: (203) 377-9984  
Fax: (203) 377-9952  
email: cet1@cetlabs.com

### Quality Control Definitions and Abbreviations

Internal Standard (IS)	An Analyte added to each sample or sample extract. An internal standard is used to monitor retention time, calculate relative response, and quantify analytes of interest.
Surrogate Recovery	The % recovery for non-tarar organic compounds that are spiked into all samples. Used to determine method performance.
Continuing Calibration Batch	An analytical standard analyzed with each set of samples to verify initial calibration of the system. Samples that are analyzed together with the same method, sequence and lot of reagents within the same time period.
ND	Not detected
RL	Reporting Limit
Dilution	Multiplier added to detection levels (MDL) and/or sample results due to interferences and/or high concentration of target compounds.
Duplicate Result	Result from the duplicate analysis of a sample.
Spike Level	Amount of analyte found in a sample.
Matrix Spike Result	Amount of analyte added to a sample
Matrix Spike Dup	Amount of analyte found including amount that was spiked.
Matrix Spike % Recovery	Amount of analyte foun in duplicate spikes including amount that was spike.
Matrix Spike Dup % Recovery	% Recovery of spiked amount in sample.
RPD	% Recovery of spiked duplicate amount in sample.
Blank	Relative percent difference between Matrix Spike and Matrix Spike Duplicate.
LCS % Recovery	Method Blank that has been taken through all steps of the analysis.
Recovery Limits	Laboratory Control Sample percent recovery. The amount of analyte recovered from a fortified sample.
CC	A range within which specified measurements results must fall to be compliant.
	Calibration Verification

#### Flags:

- H- Recovery is above the control limits
- L- Recovery is below the control limits
- B- Compound detected in the Blank
- P- RPD of dual column results exceeds 40%
- #- Sample result too high for accurate spike recovery.



Connecticut Laboratory Certification PH0116  
Massachusetts Laboratory Certification M-CT903

New York Certification 11982  
Rhode Island Certification 199

Complete Environmental Testing, Inc.

80 Lupes Drive, Stratford, CT 06615 • Tel: 203-377-9984 • Fax: 203-377-9952 • www.cetlabs.com

CET #: 6070248

City of Waterbury ITB #5742

Addendum #2

Project: Westside Middle School, Waterbury

Project Number: 17216

## CASE NARRATIVE

All samples were extracted twice, as they exhibited low surrogate recoveries. These low surrogate recoveries were most likely caused by the matrix of the solid samples. The higher recovery of the two extractions were reported.

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Project: Westside Middle School, Waterbury

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Project Number: 17216

Questions related to this report should be directed to David Ditta, Timothy Fusco, or Robert Blake at 203-377-9984.

Sincerely,



David Ditta  
Laboratory Director

Report Comments:

Sample Result Flags:

- E- The result is estimated, above the calibration range.
- H- The surrogate recovery is above the control limits.
- L- The surrogate recovery is below the control limits.
- B- The compound was detected in the laboratory blank.
- P- The Relative Percent Difference (RPD) of dual column analyses exceeds 40%.
- D- The RPD between the sample and the sample duplicate is high. Sample Homogeneity may be a problem.
- + - The Surrogate was diluted out.
- \*C1- The Continuing Calibration did not meet method specifications and was biased low for this analyte. Increased uncertainty is associated with the reported value which is likely to be biased low.
- \*C2- The Continuing Calibration did not meet method specifications and was biased high for this analyte. Increased uncertainty is associated with the reported value which is likely to be biased high.
- \*F1- The Laboratory Control Sample recovery is outside of control limits. Reported value for this analyte is likely to be biased on the low side.
- \*F2- The Laboratory Control Sample recovery is outside of control limits. Reported value for this analyte is likely to be biased on the high side.
- I- The Analyte exceeds %RSD limits for the Initial Calibration. This is a non-directional bias.

All results met standard operating procedures unless indicated by a data qualifier next to a sample result, or a narration in the QC report.

Complete Environmental Testing is only responsible for the certified testing and is not directly responsible for the integrity of the sample before laboratory receipt.

ND is None Detected at the specified detection limit

All analyses were performed in house unless a Reference Laboratory is listed.

Samples will be disposed of 30 days after the report date.

CET #: 6070248

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Project: Westside Middle School, Waterbury

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## CERTIFICATIONS

## Certified Analyses included in this Report

Analyte	Certifications
<i>EPA 8082A in Soil</i>	
PCB-1016	CT, NY
PCB-1221	CT, NY
PCB-1232	CT, NY
PCB-1242	CT, NY
PCB-1248	CT, NY
PCB-1254	CT, NY
PCB-1260	CT, NY
PCB-1268	CT
PCB-1262	CT
<i>EPA 8082A in Solid</i>	
PCB-1016	CT, NY
PCB-1221	CT, NY
PCB-1232	CT, NY
PCB-1242	CT, NY
PCB-1248	CT, NY
PCB-1254	CT, NY
PCB-1260	CT, NY
PCB-1268	CT
PCB-1262	CT

Complete Environmental Testing operates under the following certifications and accreditations:

Code	Description	Number	Expires
CT	Connecticut Public Health	PH0116	09/30/2016
NY	New York Certification (NELAC)	11982	04/01/2016

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## ATTACHMENT C - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, and Division 01 General Requirements, are a part of this Section and shall be binding on the Contractor and all Subcontractors who perform this work.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Schedule.
  - 4. Work under other contracts.
  - 5. Use of Premises.
  - 6. Coordination with occupants.
  - 7. Work restrictions.
  - 8. Occupational Safety and Health Act.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: City of Waterbury School District.
  - 1. Project Locations:
    - a. West Side Middle School, 483 Chase Parkway, Waterbury, CT 06708
- B. Owner: Waterbury Board of Education.
- C. Architect: The Contract Documents were prepared for Project by Silver/Petrucelli + Associates, Hamden, CT.
- D. Owner Representative: Shannon Sullivan, Waterbury Education Department, School Inspector

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work includes, but is not limited to the following:
  - 1. See drawings and specifications.

#### 1.5 SCHEDULE

- A. The sequence of Work shall be conducted in accordance with the milestone dates noted

below:

1. Anticipated Award By	05/05/17
2. Submittal Period	05/08/17 to 05/22/17
3. Procurement	05/22/17 to 06/19/17
4. Fully Executed Contract by	08/02/17
5. Construction / Installation	06/22/17
a. Project Complete	08/25/17

- B. A copy of the Waterbury Public Schools 2016 - 2017 School Year Calendar is attached to this specification section.
- C. Immediately upon recommendation for award, the Contractor shall organize the Work, prepare a detailed construction schedule, provide required submittals in accordance with the Shop Drawing, Product Data, and Sample Schedule specified in Division 01 Section "Product Requirements" so that all materials subject to approval may be ordered, and shall expedite long-lead items. If requested by the Owner or Program Manager, the Contractor shall provide proof of orders and delivery dates.
- D. The Contractor shall maintain and submit with the monthly update, a copy of the schedule, graphically depicting actual vs. scheduled start and finish dates for all activities.
- E. If it appears that the Work cannot be completed by the scheduled dates, the Contractor shall increase the work force or increase the hours of work, including evenings and weekends if necessary, at no additional cost to the Owner.
- F. If the Contractor fails to staff the job adequately to meet the completion date, the Owner reserves the right to assume possession of the material and to complete the installation with the Owner's forces or other Contractors or to require the Contractor to work additional shifts, as necessary.
- G. If the Work is complete, but the area is not cleaned and debris or equipment is not removed, the Owner shall have the right to have the area prepared for occupancy with his own or other forces and deduct the costs from the contract amount.

#### 1.6 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Future Work: Owner will award separate contract(s) for the following additional work to be performed at site. Completion of that work will depend on successful completion of preparatory work under this Contract.
1. Not Applicable

#### 1.7 USE OF PREMISES

- A. ~~General:~~ Each Contractor shall have limited use of premises for construction operations as determined by the Owner.
- B. Use of Site. ~~Limit~~ use of premises to areas determined by the Program Manager. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. **Work hours are limited to the hours of 7:00am to 10:00pm Monday through Friday. Additional work times may be requested by the Contractor and approved by the City of Waterbury.**
  2. **School will be occupied by District Staff during the construction period. Coordinate all interferences with the City of Waterbury at all times.**
  3. Confine the parking of workmen's and construction vehicles, and the storage of construction materials to a designated staging area determined by the Program Manager.
  4. Owner Occupancy: Allow for Owner occupancy of Project site.
  5. Driveways and Entrances: Keep driveways 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.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  6. **Sufficient Contractor staging areas will be provided during the Summer of 2017.**

1.8 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owner will occupy the premises during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's 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.
  3. Rooms that work is taking place need to be available for complete use each day.

1.9 CLEANING – Interior

- A. Contractor is aware that underside of roof deck contains fiber fireproofing which is subject to delamination and separation from the roof deck during roofing operations. The contractor will assign at least one laborer per work shift to provide monitoring of underside deck on the interior of the building and cleaning of delaminated /failed fireproofing throughout the duration of the project. The contractor will be responsible for cleaning of delaminated fireproofing and replacement of damaged ceiling tiles caused its roofing operations. **Cleaning is the responsibility of the Contractor and an Allowance of \$2,000.00 for supplying replacement ceiling tiles should be included in the Bid.**

1.10 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
- B. *On-Site Work Hours: Since school will NOT be in session when work shall be performed, work hours are Monday thru Friday except otherwise indicated, 7:00 a.m. to 10:00 p.m.*
  - 1. Weekend Hours: Coordinate with Owner.
  - 2. Early Dismissal Dates (Refer to School Year Calendar): Coordinate work hours with Owner.
  - 3. Parent Conference Dates (Refer to School Year Calendar): Coordinate work hours with Owner.
- C. The Contractor shall include in their base bid any costs associated with premium time that are required to maintain the Schedule.
- D. Nonsmoking Building: Smoking is not permitted on site or within the building.
- E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- F. 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 two days in advance of proposed disruptive operations.
  - 2. Obtain Owners written permission before proceeding with disruptive operations.

1.11 OCCUPATIONAL SAFETY AND HEALTH ACT

- A. The Contractor and each Subcontractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the Governmental Authorities which administer such Acts. Said requirements, standards and regulations are incorporated herein by reference.
  - 1. In accordance with Connecticut General Statutes Sec. 31-53b, all employees on the Project site must show proof of completing and maintaining the OSHA 10 hour certification requirements in accordance with federal OSHA Training Institute standards.
- B. The Contractor and each Subcontractor shall comply with said regulations, requirements and standards and require and be directly responsible for compliance therewith on the part of his agents, employees material men and Subcontractors; and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of his agents, employees, material men or Subcontractors failing to so comply.

1.12 STATE AND LOCAL REGULATIONS

- A. **Note: Any bid in excess of \$500,000 IS REQUIRED to be accompanied by the Bidder's CTDAS Update (Bid) Statement, as noted hereafter.** In accordance with C.G.S. 4a-100, 4b-

91, and 4b-101, any contractor or subcontractor submitting a bid greater than \$500,000 is required to submit their DAS Update (Bid) Statement with their bid. Failure to submit this item with the bid will result in disqualification of the bidder. All subcontractors must be pre-qualified at the time of performance of their work. If you have any questions regarding these requirements contact CTDAS, at telephone number (860) 713-5280 or visit their web site at [www.das.state.ct.us](http://www.das.state.ct.us).

**B. CONTRACTOR'S MEANS OF COMPLIANCE WITH CHRO REQUIREMENTS**

The contract to be awarded is subject to compliance requirements mandated by Connecticut General Statutes Sections 4a-60 and 4a-60a, 46a-71(d) and 46a-81 i (d). 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 the previously stated Sections of the Connecticut General Statutes.

Affidavit Form C - Nondiscrimination Certification shall be completed and submitted at time of bid. Form 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).

Unless otherwise noted, all Bidders are required to obtain a minimum goal of 25% of awarded contract to small business enterprises (SBE) and 6.25% to minority business enterprises (MBE) trade contractors and/or suppliers certified by the State of Connecticut Department of Administration Services (DAS)

The successful Trade Contractor shall substantiate this participation within **10 days of receiving a limited Notice to Proceed and prior to signing of the Trade Contract.**

**INDEX TO THE SUPPLEMENTARY CONDITIONS OF THE CONTRACT**

ARTICLE		PAGE
<u>NUMBER</u>	<u>TITLE</u>	<u>NUMBER</u>
1.	PLANS AND SPECIFICATIONS AT THE SITE .....	_____
2.	SHOP DRAWINGS, CATALOG CUTS AND SAMPLES....	_____
3.	CONSTRUCTION PROGRESS SCHEDULE .....	_____
4.	ESTIMATED QUANTITIES .....	_____
5.	SCHEDULE OF VALUES; APPLICATION FOR PAYMENT .	_____
6.	PARTIAL PAYMENTS .....	_____
7.	CONSTRUCTION EQUIPMENT .....	_____
8.	INSPECTION AND TESTS .....	_____
9.	UTILITIES .....	_____
10.	SEDIMENTATION AND EROSION CONTROL .....	_____

11.	DEWATERING AND WATER CONTROL .....	_____
12.	DUST AND SPILLAGE CONTROL .....	_____
13.	WINTER EROSION CONTROL MEASURES .....	_____
14.	PROTECTION OF ENVIRONMENTAL RESOURCES .....	_____
15.	ENVIRONMENTAL PROTECTION PLAN .....	_____
16.	TEMPORARY UTILITIES .....	_____
17.	TOILET ACCOMMODATIONS AND DRINKING WATER...	_____
18.	TEMPORARY TELEPHONES .....	_____
19.	NOT USED .....	_____
20.	PROGRESS MEETINGS .....	_____
21.	NOT USED .....	_____
22.	NOT USED .....	_____

# I. 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 - if required, Water Control Plan and Environmental Protection Plan - if required.

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

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. Contractor to provide temporary utilities as required to complete work.

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

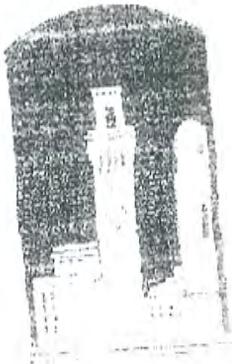
22. NOT USED

END OF ATTACHMENT C – SPECIAL PROCEDURES



#4

Out of State



WATERBURY  
PUBLIC SCHOOLS

Empowering Students, Empowering Leaders

CENTRAL OFFICE: RECEIVED STAMP/INITIALED

\*Change  
Date Trip was  
Approved on 5/5/17

RECEIVED  
MAY 17 2017

OK  
mg

FIELD TRIP REQUEST FAX/EMAIL COVER SHEET

School Name: Kennedy High School

Your Name: Dino Pantoni

Today's Date: Wednesday, March 29, 2017

Dates of Field Trip: Saturday, May 27, 2017 Rescheduled for  
June 3, 2017 RAN

In State      Out of State ☒

Number of students: 80 Students

Number of chaperones: 10 Chaperones

Nurse's Signature: ☐

Principal's Signature: ☐

Number of Pages Attached:

RECEIVED  
MAY 17 2017  
CLERK  
BOARD OF EDUCATION

RECEIVED  
APR 15 2017  
FOR THE BOARD OF EDUCATION

## 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 – 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.*

Submitted: March 30, 2017

Name of Travel Agency (if applicable): \_\_\_\_\_

Requested by: Dino Pantoni JFK 9-12

Name of Staff Member

School

Grade level/Subject

How many students? 80 Bilingual Students

Name of destination: Six Flags New England

City/State of destination: Attawam, MA

Departure: Saturday, May 27, 2017, at 8:00 am

Day

Date

Time

Return: Saturday, May 27, 2017, by 8 pm

Day

Date

Time

Is school in session during this field trip? No

88 What unit in the curriculum does this field trip support?

Cultural Diversity

89 What are the Common Core State Standards this field trip supports?

• Being exposed to different forms of cultural life within the United States

90 What are the guiding questions from the curriculum this field trip will answer?

• How do Americans spend their leisure time and how is it different and similar to their experiences in native countries.

11) What expected performances will be taught by this field trip?

Learning how to navigate the park in English, using basic commands and requests; being able to follow a map in English as well as to experience American life.

12) How will you assess the learning that results from this field trip?

Students will write about their experiences.

13) Explain what educational value this field trip offers the students:

Being forced into situations where they have to use their English language skills.

14) Transportation: Type/name of Approved PUC Carrier

Offour

15) Name(s) and phone number(s) of person(s) responsible for organizing this trip:

Name	Phone Number	Name	Phone Number
Edna Pantoni	203-982-8176	4	
Edna Capelupo	203-574-8150	5	
		6	

16) Name(s) of person(s) supervising students. **NOTE: One (1) chaperone for every ten (10) students.**

Teacher(s) as chaperones: Mr. Pantoni, Ms. Vargas, Ms. Capolupo, Ms. Pantoni

Aides(s) as chaperones:

Parent(s) as chaperones: Mrs. Pantoni, Mr. and Mrs. Diaz, Mr. and Mrs. Rivera

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.)

Students are paying themselves

20. What is the approximate cost per pupil for this trip? \$60 per student, including entrance, meal ticket and transportation

21. Is any student excluded from attending this trip? Yes ☐ No ☒ If yes, explain why:

22. What is the approximate cost all chaperones?

23. How many substitutes are necessary?  (if none specify)

Teacher	Subject/Grade	Teacher	Subject/Grade
		4.	
		5.	
		6.	

24. 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

25. This field trip request meets the needs of the BOE policy? Yes ☒ No ☐

26. Is this field trip recommended? Yes ☒ No ☐

27. Arrangements for students(s) medical needs have been made Yes ☒ No ☐

Signature of School Principal

Date

### CENTRAL OFFICE RESPONSE

28. 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/LLD

Date

29. This field trip request required Board of Education action for out of state or overnight field trip was approved/denied by the Board of Education during its meeting of

Signature of BOE/Designee

Date

1	Armando	Abad
2	Yoldenys	Alcantora
3	Kaira	Alicea
4	Marcia	Bano
5	Tania	Bano
6	Jonathan	Batista
7	Kayla	Batista
8	Alex	Batista
9	Jefrey	Carmona
10	Yaneisy	Carreras
11	Francelys	Comas-Ramirez
12	Angel	Comas-Ramirez
13	Ashley	Cora
14	Yeishka	Cortes
15	Destiny	Coto
16	Genesis	Cruz
17	Anderson	De Vargas
18	Jean Carlos	DelaCruz
19	Gzim	Duka
20	Angelica	Feliciano
21	Aaron	Fernandez
22	Rachel	Figueroa
23	Tyrque	Freeman
24	Angel	Galindez
25	Cesar	Garcia
26	Iamol	Garcia
27	Hector	Ginorio
28	Abraham	Jimenez
29	Ana	Ledesma
<del>30</del>	<del>Andrea</del>	<del>Lopez</del>
31	Andrea	Lopez
32	Nubia	Lopez
33	Angelica	Marcelino
34	Kelisha	Martinez
35	Rody	Martinez
36	Odalys	Melendez
37	Jaydakiss	Metz
38	Daniel	Montalvo
39	Myalle	Morales
40	Emely	Munari
41	Yaminellyz	Ogando
42	Thanaira	Pacheco
43	Sara	Palchizaca

44 Elenie	Perez
45 Alex	Perez
46 Irenis	Perez
47 Abdiel	Perez
48 Jimmy	Pinn
49 Enrique	Placido
50 Rubi	Polanco
51 Silvia	Pomaquiza
52 Juleisy	Ramirez
53 Johana	Rijos-Castro
54 Adrian	Rivera
55 Luis	Rivera
56 Javier	Rivera
57 Daniela	Rojas
58 David	Rojas
59 Johnydia	Rosado
60 Alfred	Ruiz
61 Jodaliz	Ruiz
62 Anthony	Sanchez
63 Jerreelee	Sanchez
64 Lester	Santiago
65 Pedro	Santiago
66 Christopher	Santiago
67 Staylon	Santos
68 Natalie	Silva
69 Nayara	Silva
70 Valerie	Sotonmayor
71 Riquelmy	Torres
72 Himalay	Torres
73 Jonathan	Vasquez
74 Erlin	Velasquez
75 Leylah	Veliju
76 Carleishka	Villanueva
77 Rafael	Von
78 Ishmael	Pagan
79	
80	

## COMMITTEE ON SCHOOL FACILITIES & GROUNDS

#5

**WORKSHOP:** Thursday, May 25, 2017 (WAMS)  
**BOARD MEETING:** Thursday, June 1, 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>
PTSO	WAMS café: Tues., May 30 <sup>th</sup> 6:30-8:00pm (senior grad night parents informational meeting)
T.King-Johnson	WAMS apron stage: Mon., June 12 <sup>th</sup> (Spanish Honor Society Induction)
L. Minervini	Chase gym: Wed., June 21 <sup>st</sup> 2:00-5:15 pm (Pre-school graduation for Chase/Wilson FRC)
A. Edwards	Tinker gym/café: Thurs., June 1 <sup>st</sup> 5:00-8:00 pm (Reading Night)

Approved:

John Theriault

Kathleen M. Ouellette, Ed. D.  
Superintendent of Schools

Please give form to Nicole Steck

SCHOOL PERSONNEL USE ONLY

MAY 15 2017

DATE: 5/11/17

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS PTSO

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

NAME OF SCHOOL REQUESTED: WATERBURY PTS MAGNET SCHOOL

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: May 30<sup>th</sup> Tuesday  
FROM: 6:30 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

SENIOR GRAD NIGHT PARENTS INFO  
MEETING

  
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

SCHOOL PERSONNEL USE ONLY

MAY 16 2017

DATE: 5-15-17

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS - King-Johnson

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

☒ Apron Stage

DATES REQUESTED: June 12<sup>th</sup>, 2017

FROM: 6 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Spanish Honor Society Induction

Tracy King-Johnson  
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.

10: Sandy SBCU

P.01/01

MAY 22 2017

SCHOOL PERSONNEL USE ONLY

DATE: 5-18-17

TO: SCHOOL BUSINESS OFFICE

FROM: Chase - Chase Child Dev. Center FRC  
Linda Minerini Site director 203 437 8669

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

NAME OF SCHOOL REQUESTED: Chase

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Cafeteria/Rooms

DATES REQUESTED: June 24, 2017

FROM: 2 pm am/pm TO: 5:30 am/pm

FOR THE FOLLOWING PURPOSES:

Preschool graduation for Chase & Wilson  
FRC's

Linda Minerini  
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.

CAUsers\mccasland\Documents\SCHOOL reservation form.doc

*[Handwritten signature]*

SCHOOL PERSONNEL USE ONLY

MAY 22 2017

DATE: 5/18/17

TO: SCHOOL BUSINESS OFFICE  
FROM: Tinker School

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

NAME OF SCHOOL REQUESTED: B.W. Tinker School

☐ Auditorium    ☒ Gymnasium    ☐ Swimming Pool    ☒ Cafeteria/Rooms

DATES REQUESTED: June 1<sup>st</sup>

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

FOR THE FOLLOWING PURPOSES:

Sail Into Summer ~~Weekend~~  
Reading Night

Azalee Edwards  
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.

#6

## COMMITTEE ON SCHOOL FACILITIES & GROUNDS

WORKSHOP: Thursday, May 25, 2017 (WAMS)  
BOARD MEETING: Thursday, June 1, 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

### REQUESTING WAIVERS:

Hispanic Coalition	WAMS atrium: Wed., May 31 <sup>st</sup>	5:00-8:00 pm	
Sonia Cruz	(CNA graduation)		(\$556.)

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

Neighborhood Housing Services			
Of Waterbury	Reed café: Wed., June 28 <sup>th</sup>	6:00-8:00 pm	
Erika Cooper	(meeting/catered food)		

**MONIES COLLECTED TO DATE:**

**\$ 101,276.75**

**Approved:**

---

**John Theriault**

---

**Kathleen M. Ouellette, Ed. D.**  
**Superintendent of Schools**

**These activities are completed and have been billed:**

Yeshiva Chaba  
Holy Cross  
Dancers, Inc.

MAY 10 2017

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
235 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Sonia Cruz NAME OF ORGANIZATION Hispanic Center  
ADDRESS 135 E Liberty Wtrby Ct 06704 TELEPHONE # 800 477 8399  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED WAMS DATES 5/31/17 ROOM(S) Atrium  
OPENING TIME 5 CLOSING TIME 8 PURPOSE CNA Graduation  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 10  
SIGNATURE OF APPLICANT Sonia Cruz DATE 5/5/17  
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. S (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per cust. (2) \$84  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: (Tech) \$55/HR. (220)  
SECURITY DEPOSIT \$ 250 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY  
APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.  
A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)  
IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.  
THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.  
CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.  
POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452  
CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).  
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE).  
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.  
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

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

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

APPLICANT/ORGANIZATION: Hispanic Coalition

Please check below specific item(s):

Building Usage Fees ☒ Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Waterbury Arts Magnet School  
Atrium

DATE(S): 5/31/17  
DATE(S): \_\_\_\_\_  
DATE(S): \_\_\_\_\_  
DATE(S): \_\_\_\_\_  
DATE(S): \_\_\_\_\_  
DATE(S): \_\_\_\_\_

TIMES: 5:30 - 8:00  
TIMES: \_\_\_\_\_  
TIMES: \_\_\_\_\_  
TIMES: \_\_\_\_\_  
TIMES: \_\_\_\_\_  
TIMES: \_\_\_\_\_

5/10/17  
Date

Victor Lopez Jr  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_ Building Usage Fees      \$ 556.- Custodial Fees      \$ \_\_\_\_\_ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk, Board of Education

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

CONTRACT# MAY 17 2017

APPLICANT Erika Cooper NAME OF ORGANIZATION Neighborhood House Services of Waterbury

ADDRESS 161 N. Main St Waterbury, Ct TELEPHONE # 23-753-1896  
(street) (city) (state) (zip/code)

SCHOOL REQUESTED Reed DATES 6/28/17 ROOM(S) Cafe

OPENING TIME 6pm CLOSING TIME 8pm PURPOSE meeting / catered food

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN \_\_\_\_\_

SIGNATURE OF APPLICANT Erika Cooper DATE 5/17/17

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

Erika Cooper, 203-419-8391/203-753-1896 161 N. Main Street

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. EC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 1000 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.

# Communications



Packet week ending 5/23/17



STATE OF CONNECTICUT  
STATE DEPARTMENT OF EDUCATION



May 10, 2017

cc: Dr. O  
Legal  
D. Biolo

**By Certified Mail**

Ms. Elizabeth Brown, Chair  
Waterbury Board of Education  
236 Grand Street, Chase Office Building  
Waterbury, CT 06702

Dear Ms. Brown:

Pursuant to Section 4-176 of the Connecticut General Statutes and Section 10-4-22 of the Regulations of Connecticut State Agencies, I hereby notify you that the boards of education for Stratford, Trumbull and Monroe jointly filed a request for a declaratory ruling, which was received by the Commissioner of Education on April 17, 2017. The petition seeks a declaratory ruling reversing the Commissioner's decision from August 31, 2016, authorizing Bridgeport to charge tuition for non-resident students attending Fairfield Wheeler Interdistrict Multi-Magnet School and Discovery Interdistrict Magnet School pursuant to Conn. Gen. Stat. §10-264l(m)(2). Enclosed please find a copy of the petition for your information.

Within sixty days of receipt of the petition for declaratory ruling, the Commissioner will determine what action to take in response to the petition as set forth in Conn. Gen. Stat. §4-176(e). You will receive notice of her determination.

Sincerely,

Robin Colombo Cecere  
Office of Legal and Governmental Affairs

rcc:tms  
Enclosure

cc: Ralph Urban, Attorney General's Office



PATTIS & SMITH, LLC  
383 ORANGE STREET, FIRST FLOOR  
NEW HAVEN, CT 06511  
TELEPHONE 203-393-3017  
FACSIMILE 203-393-9745

NORMAN A. PATTIS (npattis@pattisandsmith.com)  
KEVIN M. SMITH (ksmith@pattisandsmith.com)  
DANIEL M. ERWIN (derwin@pattisandsmith.com)  
BRITTANY B. PAZ (bpaz@pattisandsmith.com)  
FREDERICK M. O'BRIEN (fobrien@pattisandsmith.com)

DELIVERED BY CERTIFIED MAIL

Dr. Dianna Wentzell  
Commissioner of Education  
State Department of Education  
State Board of Education  
450 Columbus Boulevard  
Hartford, CT 06103

April 11, 2017

**RE: C.G.S §4-176 PETITION FOR DECLARATORY RULING REGARDING  
BRIDGEPORT BOARD OF EDUCATION REQUEST TO CHARGE MAGNET  
SCHOOL TUITION.**

Dear Commissioner Wentzell and Members of the Board:

This is a petition, pursuant to General Statutes §4-176 and Department of Education Regulation 10-4-21 *et seq.*, for a declaratory ruling reversing and overruling your decision of August 31, 2016 granting the Bridgeport Board of Education's request to charge tuition, pursuant to General Statute §10-264l(m)(2), for nonresident students attending Fairchild Wheeler Interdistrict Magnet School and Interdistrict Discovery Magnet School. I file this petition on behalf of my clients Stratford Board of Education, Trumbull Board of Education, and Monroe Board of Education.

Pursuant to Section 10-4-21(b)(1)(B) of the Regulations of Connecticut State Agencies, the relevant legal authority is:

**Statute:** General Statutes § 10-264l(m). This statute provides:

For the school year commencing July 1, 2015, and each school year thereafter, any interdistrict magnet school operator that is a local or regional board of education and did not charge tuition to a local or regional board of education for the school year commencing July 1, 2014, may not charge tuition to such board unless (A) such operator receives authorization from the Commissioner of Education to charge the proposed tuition, and (B) if such authorization is granted,

such operator provides written notification on or before September first of the school year prior to the school year in which such tuition is to be charged to such board of the tuition to be charged to such board for each student that such board is otherwise responsible for educating and is enrolled at the interdistrict magnet school under such operator's control. In deciding whether to authorize an interdistrict magnet school operator to charge tuition under this subdivision, the commissioner shall consider (i) *the average per pupil expenditure of such operator for each interdistrict magnet school under the control of such operator*, and (ii) *the amount of any per pupil state subsidy and any revenue from other sources received by such operator*. The commissioner may conduct a comprehensive financial review of the operating budget of the magnet school of such operator to verify that the tuition is appropriate. The provisions of this subdivision shall not apply to any interdistrict magnet school operator that is a regional educational service center or assisting the state in meeting the goals of the 2008 stipulation and order for Milo Sheff, et al. v. William A. O'Neill, et al., as extended, or the goals of the 2013 stipulation and order for Milo Sheff, et al. v. William A. O'Neill, et al., as extended.

C.G.S. § 10-264l(m)(2)(emphasis added).

**Order:** The Commissioner's August 31, 2016 approval of Bridgeport Public Schools request to charge tuition for non-resident students attending Fairchild-Wheeler Interdistrict Magnet School and Interdistrict Discovery Magnet School. *Exhibit 1*. The request of the Bridgeport Board of Education, that the Commissioner's decision responds to, is attached as *Exhibit 2*.

Pursuant to Section 10-4-21(b)(1)(C) of the Regulations of Connecticut State Agencies, the legal issues and factual background are:

**Issues:** (1) Whether the *statutory* criteria set forth in General Statute §10-264l(m)(2) support approval of the Bridgeport Board of Education's request to charge?

(2) Whether the previous request and approval to charge, previously submitted and issued, respectively, relied upon the appropriate criteria?

**Factual Background:** Fairchild Wheeler Interdistrict Magnet School (hereinafter "Fairchild Wheeler") and Interdistrict Discovery Magnet School (hereinafter "Discovery") opened in 2013. They have educated students from both Bridgeport and surrounding districts including the petitioners' as well as from Shelton Public Schools, Fairfield Public Schools, Redding Public Schools, Derby Public Schools, Hamden Public Schools, Naugatuck Public Schools, New Haven Public Schools, Newtown Public Schools, Norwalk Public Schools, Oxford Public Schools, Seymour Public Schools, and West Haven Public Schools. These "sending districts" enroll a total of 606 students in the magnet schools. The magnet schools have, heretofore, operated with money provided by the state.

As a result of cuts in state funding, Bridgeport alleges the magnet schools will suffer a budgetary shortfall of approximately \$500,000. In hopes of replenishing that revenue, it filed a request to charge tuition, pursuant to General Statute §10-264m(l)(2) to districts that sent students to Fairchild Wheeler and Discovery. It requested a charge of \$3,000 per student. Given the 606 students that attend these magnet schools, this would result in \$1,818,000 worth of revenue in order to satisfy a \$500,000 budgetary shortfall.

Furthermore, Bridgeport stated in its request that the *district* suffers a \$15 million budgetary shortfall.<sup>1</sup> This is unfortunate. However, upon information and belief the City of Bridgeport, Bridgeport Board of Education, and its magnet schools all share a single operating account and comingle funds. The petitioners allege that Bridgeport is overcharging sending district for in order fund its municipal operating expenses.

**Argument:** The petitioners submit two arguments. First, that the Commissioner did not consider the correct criteria pursuant to General Statute §10-264l(m)(2). Second, the statute considers no standard for when a tuition charge is appropriate: in this case, no charge is appropriate.

First, the Commissioner's approval relied on dates other than the statutory criteria. Section 10-264l(m) requires the Commissioner to examine (1) Bridgeport's average per pupil expenditure for each magnet school child and (2) the amount of per pupil state subsidy and other revenues received by the Bridgeport for the magnet schools. The Commissioner compared the \$14,040 "actual nonresident-per pupil grant" to: (1) the "average NCEP of \$15,209 for a sampling of sending towns for enrolled nonresident students (including Fairfield, Milford, Shelton, Stratford, and Trumbull)...[;]" and (2) she compared these number to the "maximum tuition charged by magnet school operated by Regional Education Service Centers under C.G.S Section 10-264l(b)(2)." Neither of these are the criteria set forth in the relevant statute. The Commissioner, nonetheless, concluded, "the \$3,000 tuition amount appears reasonable under the circumstances." This was not a lawful or appropriate comparison or basis for decision under the statute.

Second, §10-264l(m)(2) sets no substantive standard for the granting of a request to charge. The petitioners contend that no charge, in these circumstances is appropriate. They save no money by sending students to the Bridgeport magnets schools. Their costs are fixed. Forcing the petitioners to pay tuition for students that are recruited by Bridgeport furthers no educational or fiscal interest of the petitioners. It merely incentives Bridgeport to increase costs, use magnet school as a revenue source,

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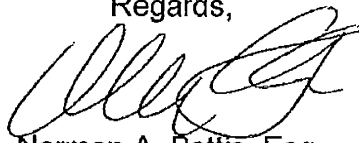
<sup>1</sup> The bulk of these facts were previously presented to you or your agents by Gabriella DiBlasis, Finance Director of petitioner Monroe Board of Education. *Exhibit 3*. Her electronic message is incorporated by reference. Similarly, as you likely know, there is a lawsuit pending over this issue. *Stratford Board of Education et al v. City of Bridgeport et al*, FBT-CV17-6063165-S. The Verified Complaint further sets forth these facts, is attached as *Exhibit 4*.

and undermines petitioners' ability to educate its resident student with its own tax revenues. The tuition charge is substantively unreasonable and ought to be reversed.

**Conclusion:**

Based upon the foregoing, the petitioners respectfully request that the Commissioner convene the process, as contemplated by General Statute §§ 4-176 *et seq.* and Regulations of Connecticut State Agencies §§ 10-4-20 *et seq.*, and issue a declaratory ruling disapproving the Bridgeport Board of Education's June 30, 2016 request to charge.

Regards,

A handwritten signature in black ink, appearing to read 'Norman A. Pattis', written in a cursive style.

Norman A. Pattis, Esq.  
Daniel M. Erwin, Esq.  
Frederick O'Brien, Esq.

Cc: City of Bridgeport, Bridgeport Board of Education, Mayor Joseph Ganim, Interim Superintendent Aresta Johnson at Bridgeport City Attorney C/O John Mitola; Associate City Attorney; City of Bridgeport; 999 Broad Street; Bridgeport, CT 06604;  
[john.mitola@bridgeportct.gov](mailto:john.mitola@bridgeportct.gov)

Office of the Attorney General; Ralph Urban; 55 Elm Street; PO Box 120; Hartford, CT 06141

## Exhibit 1



STATE OF CONNECTICUT  
STATE BOARD OF EDUCATION



August 31, 2016

Mrs. Frances Rabinowitz  
Interim Superintendent of Schools  
Bridgeport Public Schools  
45 Lyon Terrace, Room 203  
Bridgeport, CT 06604-4023

Dear Mrs. Rabinowitz:

I am in receipt of your June 30, 2016, letter seeking authorization to charge tuition for out-of-district students enrolled at the Fairchild Wheeler Campus (Aerospace/Hydrospace Engineering and Physical Sciences High School, Biotechnology Research and Zoological Research High School, Information Technology and Software Engineering High School) and Interdistrict Discovery Magnet School beginning in the 2017-18 school year. Section 1 of Public Act (P.A.) 16-139, *An Act Concerning Magnet School Tuition*, stipulates the process for charging tuition as follows:

For the school year commencing July 1, 2015, and each school year thereafter, any interdistrict magnet school operator that is a local or regional board of education and did not charge tuition to a local or regional board of education for the school year commencing July 1, 2014, may not charge tuition to such board unless (A) such operator receives authorization from the Commissioner of Education to charge the proposed tuition, and (B) if such authorization is granted, such operator provides written notification on or before September first of the school year prior to the school year in which such tuition is to be charged to such board of the tuition to be charged to such board for each student that such board is otherwise responsible for educating and is enrolled at the interdistrict magnet school under such operator's control. In deciding whether to authorize an interdistrict magnet school operator to charge tuition under this subdivision, the commissioner shall consider (i) the average per pupil expenditure of such operator for each interdistrict magnet school under the control of such operator, and (ii) the amount of any per pupil state subsidy and any revenue from other sources received by such operator. The commissioner may conduct a comprehensive financial review of the operating budget of the magnet school of such operator to verify that the tuition is appropriate. The provisions of this subdivision shall not apply to any interdistrict magnet school operator that is a regional educational service center or assisting the state in meeting the goals of the 2008 stipulation and order for Milo Sheff, et al. v. William A. O'Neill, et al., as extended, or the goals of the 2013 stipulation and order for Milo Sheff, et al. v. William A. O'Neill, et al., as extended.

To assess the reasonability of a tuition rate of \$3,000, the Connecticut State Department of Education (CSDE) reviewed the historical design of host magnet operating grants and compared Bridgeport's nonresident per pupil grant with the added tuition against the net current expenditure per pupil (NCEP) of surrounding towns. While the host magnet model was designed to enable host districts to generate enough revenue from the state to cover out-of-district magnet students and any enhancements for magnet programming, the flat per pupil magnet grant and current financial constraints have led various host

Mrs. Frances Rabinowitz  
August 31, 2016  
Page 2

districts to seek permission to charge tuition in accordance with subsection (m) of section 10-264i of the supplement to the Connecticut General Statutes (C.G.S.), as amended by P.A. 16-139.

In Bridgeport's case, data from FY2015-16 reveals that Bridgeport received a total of \$8,381,745 in operating grants, and those funds covered 597 nonresident students in four magnet schools, yielding an actual nonresident-per pupil grant of \$14,040. Allowing Bridgeport to charge \$3,000 per student would bring its nonresident-per pupil revenue to \$17,040. Comparing this amount to the average NCEP of \$15,209 for a sampling of sending towns for enrolled nonresident students (including Fairfield, Milford, Shelton, Stratford, and Trumbull), the \$3,000 tuition amount appears reasonable under the circumstances.

This conclusion is consistent with a comparison to the per pupil threshold used to calculate the maximum tuition charged by magnet schools operated by Regional Educational Service Centers under C.G.S. Section 10-264i(b)(2). For 2016-17, the maximum operating budget threshold is \$18,814 per pupil. This figure reflects 120 percent of the 2014-15, 169-town average NCEP. Applying this calculation to Bridgeport yields a maximum operating threshold of \$18,250 (i.e., the calculated average NCEP of \$15,209 for Bridgeport's nonresident students multiplied by 120 percent). There is a relatively small difference in this amount compared to the \$17,040 per pupil revenue with the \$3,000 tuition for nonresident students, which also does not include the program enhancements associated with operating four magnet high schools.

In light of the foregoing, CSDE approves Bridgeport's plan to charge tuition at a rate of \$3,000 per nonresident student enrolled in the magnet schools cited earlier in this letter.

Please contact Mark Linabury, Chief, Bureau of Choice Programs at 860-713-6556 or Mark.Linabury@ct.gov if there are questions.

Sincerely,



Dr. Dianna R. Wentzell  
Commissioner of Education

DRW: mol

cc: Charlene Russell-Tucker, Chief Operating Officer  
Kathy Demsey, Chief Financial Officer  
Peter Haberlandt, Director of Legal and Governmental Affairs  
Mark Linabury, Bureau Chief, Choice Programs  
Marlene Siegel, Chief Financial Officer, Bridgeport Public Schools

## Exhibit 2

# BOARD OF EDUCATION

FRANCES M. RABINOWITZ  
Superintendent of Schools

City Hall - 45 Lyon Terrace  
Bridgeport, Connecticut 06604

MEMBERS OF THE BOARD cont

## MEMBERS OF THE BOARD

DENNIS BRADLEY  
Chairperson

JOE LARCHEVEQUE  
Vice-Chairperson

BEN WALKER  
Secretary



"Changing Futures and Achieving Excellence Together"

SAUDA EFIA BARAKA

ANDRE BAKER JR.

HOWARD GARDNER

KEVIN MCSPIRIT

MARIA PEREIRA

June 30<sup>th</sup> 2016

Dr. Dianna R. Wentzell  
Commissioner of Education  
Connecticut State Department of Education  
165 Capitol Avenue  
Hartford, CT 06106

Dear Dr. Wentzell:

The Bridgeport Board of Education respectfully submits this letter to request approval to commence the charging of tuition at the Fairchild Wheeler Campus (Aerospace/Hydrospace Engineering and Physical Sciences High School, Biotechnology Research and Zoological Research High School, Information Technology & Software Engineering High School) and Interdistrict Discovery Magnet School, beginning in the 2017-2018 school year.

Bridgeport is requesting authorization to charge tuition at the rate of \$3,000 per suburban student. This action has been necessitated by the fiscal constraints impacting the district. For 2016-17, Bridgeport will implement a Budget Gap Plan to resolve a \$15 million monetary need, and remains continually challenged to secure resources to address the escalating costs associated with providing high-quality education to 21,127 students.

The key data relevant to our request to charge tuition follow:

- The 2014-15 NCEP for Bridgeport is \$13,923.
- We are educating 606 suburban magnet school students, for whom the State allocates \$7,085 per student from the host magnet school program, a total of \$4,293,510.
- The sending suburban districts receive a total of \$9,014,171 in State ECS, but do not contribute towards educating their students in Bridgeport.
- The attached table, based on 2015/2016 school year data, provides additional details.

Please feel free to contact Marlene Siegel, CFO [203-275-1013, [msiegel@bridgeportedu.net](mailto:msiegel@bridgeportedu.net)] or Nadira Clarke, Director, Grants Development and Management [203-275-1065, [nclarke1@bridgeportedu.net](mailto:nclarke1@bridgeportedu.net)] should you require additional information. Thank you in advance for your consideration and we look forward to a positive response.

Yours truly,

Frances M Rabinowitz  
Interim Superintendent of Schools

cc: Marlene Siegel, CFO

District	ANSONIA	DERBY	EASTON	FAIRFIELD	HAMDEN	MILFORD	MONROE	NAUGATUCK	NEW HAVEN	NEWTOWN	NORWALK	OXFORD	REDDING	SERMOUR	SHELTON	STRATFORD	TRUMBULL
All Sources)	\$13,217	\$16,605	\$17,645	\$15,920	\$17,343	\$17,645	\$15,629	\$14,569	\$17,194	\$15,428	\$16,719	\$13,846	\$20,431	\$13,708	\$13,249	\$14,094	\$15,07
016): Info Technology	0	1	5	28	0	16	2	0	0	1	0	1	0	0	28	44	23
016): Zoological Science	1	6	3	8	0	12	7	1	1	0	1	0	1	1	22	47	24
016): Physical Science	0	1	2	23	0	17	12	0	1	0	0	0	0	1	27	34	21
016): Discovery	0	0	6	16	2	10	10	0	0	0	1	0	0	0	40	67	28
	1	8	16	75	2	55	31	1	2	1	2	1	1	2	117	192	96
	\$13,217	\$132,840	\$282,320	\$1,194,000	\$94,686	\$970,475	\$484,499	\$14,569	\$34,388	\$15,428	\$33,438	\$13,846	\$20,431	\$27,416	\$1,550,133	\$2,706,048	\$1,447,1
	\$13,923	\$111,384	\$222,768	\$1,044,225	\$27,846	\$765,765	\$431,613	\$13,923	\$27,846	\$13,923	\$27,846	\$13,923	\$13,923	\$27,846	\$1,628,991	\$2,673,216	\$1,336,6
School Reimbursement	\$7,085	\$56,680	\$113,360	\$531,375	\$14,170	\$389,675	\$219,635	\$7,085	\$14,170	\$7,085	\$14,170	\$7,085	\$7,085	\$14,170	\$828,945	\$1,360,320	\$680,1
ayment	\$3,000	\$24,000	\$48,000	\$225,000	\$6,000	\$165,000	\$93,000	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$3,000	\$6,000	\$351,000	\$576,000	\$288,0
ed Funds	\$10,085	\$80,680	\$161,360	\$756,375	\$20,170	\$554,675	\$312,635	\$10,085	\$20,170	\$10,085	\$20,170	\$10,085	\$10,085	\$20,170	\$1,179,945	\$1,936,320	\$968,11
LC Costs - Bridgeport (Planned Recaptured Costs)	\$3,132	\$52,160	\$120,960	\$437,625	\$14,515	\$415,800	\$171,864	\$4,484	\$14,218	\$5,343	\$13,268	\$3,761	\$10,346	\$7,246	\$370,188	\$769,728	\$479,3

## Exhibit 3

**Medina, Yolanda**

---

**From:** Linabury, Mark  
**Sent:** Thursday, February 02, 2017 9:47 AM  
**To:** Medina, Yolanda  
**Subject:** FW: Bridgeport Magnet School Tuition  
**Attachments:** VS24-ROOT05\_BOE-CR-IRC5255\_2192\_001.pdf



Mark Linabury  
Bureau Chief  
Connecticut State Department of Education  
Office of Student Supports and Organizational Effectiveness  
Bureau of Choice Programs  
860.713.6556

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---

**From:** Linabury, Mark  
**Sent:** Friday, January 13, 2017 12:27 PM  
**To:** Freeman, Shola  
**Subject:** FW: Bridgeport Magnet School Tuition

Thanks. I edited slightly.



Mark Linabury  
Bureau Chief  
Connecticut State Department of Education

Office of Student Supports and Organizational Effectiveness  
Bureau of Choice Programs  
860.713.6556

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**From:** Linabury, Mark  
**Sent:** Friday, January 13, 2017 12:26 PM  
**To:** Demsey, Kathleen  
**Cc:** Kowalski, Karen; Russell-Tucker, Charlene; Julien, Lystra  
**Subject:** Bridgeport Magnet School Tuition

Hi Kathy,

Please see the communication below and attachment from the Director of Finance at Monroe Public Schools concerning Bridgeport's letter notifying Monroe of their intent to charge tuition for the 2017-18 school year. Gabriella DiBlasi's e-mail attempts to point out the inaccuracies in Bridgeport's rationale to charge tuition. In her e-mail, Gabriella claims that:

1. "Bridgeport has calculated Monroe receives \$15,629 per outplaced pupil in ECS costs".
2. "Bridgeport claims that the magnet grant only covers non-residents students" and she questions Bridgeport's claim that the additional services that are provided to all of the students are not covered by the grant.
3. Bridgeport proposed charge of \$3,000 is not reasonable.

While Gabriella's email outlines Monroe's concerns about their ability to pay tuition to Bridgeport and their view on the appropriate amount of tuition that would be appropriate, it appears that they do not fully understand the magnet funding laws. Before we draft a response, it seems practical to share Monroe's financial position with you for further feedback on response.

Mark



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Mark Linabury  
Bureau Chief  
Connecticut State Department of Education  
Office of Student Supports and Organizational Effectiveness

Bureau of Choice Programs  
860.713.6556

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**From:** Gabriella DiBlasi [<mailto:gdiblasl@monroeps.org>]  
**Sent:** Wednesday, January 04, 2017 4:00 PM  
**To:** Linabury, Mark  
**Cc:** Freeman, Shola; James Agostine; Donna Lane  
**Subject:** Bridgeport Magnet School Tuition

Mark,

Thank you for taking the time to chat right before Christmas

I'd like to get clarity on a couple of things per the sheet attached, which we received from Bridgeport to support their claims to charge magnet school tuition:

- 1) Bridgeport has calculated that Monroe receives \$15,629 per outplaced pupil in ECS costs. However, if I extrapolate that to our entire resident student population (in 2016, it is 3081), Monroe should receive \$48,152,949. In reality, Monroe receives 6,572,118, or \$2,133 per student. Additionally, per the Office of Legislative Research, February 9, 2012 (2012-R-0101), the ECS is looking at resident students as of October 1 ("the number of students each town is educating").
- 2) Bridgeport is claiming the magnet school grant is only covering non-resident students and the per pupil of that grant was \$14,040 in 2015-16. However, they are also claiming the services that are not covered by the grant are equitably shared by both resident and non-resident students. Are Bridgeport resident students not using any of the staff or functions covered by the grant?
- 3) Based on the above, they claim that their proposed charge of \$3,000 is warranted and backed up by the state's calculations for the RESC tuition charges.

Obviously the first claim is completely faulty. The state of Connecticut comes nowhere near funding Monroe to the tune of 48,152,949 for our students. As a matter of fact, the state only funds for our resident students and does not fund for those attending the magnet schools. Those students are claimed on Bridgeport's October 1<sup>st</sup> enrollment statistics. Additionally, we pay for any SPED services that are performed by Bridgeport as per individual student IEP's.

According to the SDE's own documentation, Bridgeport NCEP is \$14,328, which includes the non-resident students in its calculation as those students are included in Bridgeport's Oct 1 enrollment data. Bridgeport received 182,260,683 in 2015-16 and are expected to receive 181,105,390 this year. With 21,191 students as of October 1, 2015, Bridgeport received approximately \$8,600.85 per student in their district (3 times as much as Monroe did), including the non-resident enrolled magnet students, whom they claim in their enrollment figures. If you then apply their logic that the magnet school grant is only for these non-resident students, they are then spending an additional \$14,040. Taken together, they would be spending \$22,640.85 on the non-resident magnet school students. And they want to charge \$3,000 more for a total spend of 25,640? When the remainder of their non-magnet students have a NCEP of \$14,328?

The reality is the Bridgeport is already receiving state funding for the magnet school students through ECS, to the tune of \$8,546.36 (based on the recent proposed cuts). They are also using the magnet school grant they receive to educate both resident and non-resident students, this gives them another \$3,952 (\$7,836,932 presumed grant divided by 1,983 magnet students). So they receive a total of \$12,498 of state funding for their magnet school students. This leaves them with a shortfall of \$1,829 to be made up, not \$3,000. On the other hand, Monroe will receive \$2,076 from the state for ECS this year and our NCEP is \$16,371, a funding gap of \$14,295. And now Bridgeport feels they cannot appropriately fund their magnets', so Monroe taxpayers should come up with another \$3,000 per student? With the state cutting ECS to the tune of \$134,966 this year in Monroe, a 2.1% cut (as compared to the \$250,000 or .01% cut in Bridgeport), this tuition charge becomes something that is not feasible.

The reality is the Bridgeport BOE should be looking at cost savings measure before they look to charge tuition, just like every other district in Connecticut has to when facing a shortfall. We have had to reduce staff through retirements and attrition, we have had to cut back on extras and we have reduced costs through contract negotiations with our six unions, all while maintaining a high level of excellence at our schools (including 4 schools of distinction) over the past two year and a National Blue Ribbon High School. To ask us and surrounding districts to pay \$3,000 for students educated outside of our district based on a faulty analysis in this time of fiscal crisis is asking too much.

Rgds

Gabriella DiBlasi  
Director of Finance and Management Services  
Monroe Public Schools  
203-452-2860 ext 2609

## Exhibit 4

RETURN DATE: \_\_\_\_\_ :

STRATFORD BOARD OF EDUCATION :  
JAMES FEEHAN, TRUMBULL BOARD :  
OF EDUCATION :

SUPERIOR COURT

JUDICIAL DISTRICT OF

v. :

BRIDGEPORT

BRIDGEPORT BOARD OF :  
EDUCATION; CITY OF BRIDGEPORT; :  
MAYOR JOSEPH GANIM; ARESTA :  
JOHNSON, INTERIM :  
SUPERINTENDENT BRIDGEPORT :  
SCHOOLS; DIANA WENTZELL, :  
COMMISSIONER OF EDUCATION; :  
STATE BOARD OF EDUCATION :

March 16, 2017

**VERIFIED COMPLAINT**

1. The City of Bridgeport, long plagued by municipal finance challenges *par excellence*, has found a solution to its budgetary shortfalls. It acts under the guise of evolving state education finance schemes to recruit and educate children from neighboring districts. It then overbills those districts for the costs of services provided and diverts the revenue surplus to fund the City's general operating liabilities rather than magnet schools. Bridgeport's coveting of its neighbors' tax revenue violates state law. Similarly, it taxes adjacent districts for the failures of its own political representation. This Verified Complaint seeks an end to this policy and compensatory damages.

**PARTIES**

2. The plaintiff Stratford Board of Education is a municipal school board created and operating pursuant to the laws of the State of Connecticut. It constitutes a "public community" within the contemplation of General Statute § 53a-119(6).

3. Plaintiff James Feehan is a resident and taxpayer of the Town of Stratford and a resident of the Stratford Public School District. Additionally, he is the Chairman of the Stratford Board of Education.

4. Plaintiff Trumbull Board of Education is a municipal school board created and operating pursuant to the laws of the State of Connecticut. It constitutes a "public community" within the contemplation of General Statute § 53a-119(6).

5. The defendant City of Bridgeport is a municipal corporation organized and operating pursuant to the laws of the State of Connecticut.

6. The defendant Joseph Ganim is the Mayor of the defendant City of Bridgeport at the times relevant to this complaint.

7. The defendant Bridgeport Board of Education is a municipal board of education enacted and operating pursuant to the laws of the State of Connecticut.

8. The defendant Aresta Johnson is the Interim Superintendent of Bridgeport Public Schools. She is sued in her official capacity only.

9. The defendant Diana Wentzell is the Commissioner of Education for the State of Connecticut. She is sued in her official capacity only.

10. The defendant State Board of Education is the governing body for education policy in the state. It is organized and operated pursuant to the laws of the State of Connecticut.

#### **ALLEGATIONS**

11. The defendants City of Bridgeport, Bridgeport Board of Education, and Johnson operate two interdistrict magnet schools: Fairchild Wheeler Interdistrict Magnet

School (hereinafter "Fairchild-Wheeler) and Interdistrict Discovery Magnet Elementary School (hereinafter "Discovery"). Both are situated within the Bridgeport Public Schools District. An interdistrict magnet school, according to the State Department of Education, is a school that draws students from various districts and "(i) supports racial, ethnic, and economic diversity[;] (ii) offers a special and high quality curriculum[;] and (iii) requires students who are enrolled to attend at least half-time."

12. Plaintiff, and similarly situated, school boards are required by law to permit operators of interdistrict magnet schools to recruit students from their district to attend magnet schools in other districts. See C.G.S. § 10-220d.

13. Both Fairchild-Wheel and Discovery Magnet Schools opened and began operating in 2013.

14. Both Fairchild-Wheeler and Discovery serve children from the plaintiffs' districts. During the 2015-2016 school year, Bridgeport School enrolled 606 students from neighboring districts. Among those students:

- a. Plaintiff Stratford sent a total of 192 schoolchildren to Bridgeport magnets schools;
- b. Plaintiff Shelton Public Schools sent a total of 117 students to Bridgeport Magnet Schools; and
- c. Plaintiff Trumbull Public Schools sent a total of 96 students to Bridgeport magnet schools.
- d. Fairfield Public Schools sent at total of 75 students;
- e. Milford Public Schools sent a total of 55 students;
- f. Monroe Public schools sent a total of 31 students;

- g. Easton Public Schools sent a total of 16 students; and
- h. The balance of the out-of-district students were sent by Redding Public Schools, Derby Public Schools, Hamden Public Schools, Naugatuck Public Schools, New Haven Public Schools, Newtown Public Schools, Norwalk Public Schools, Oxford Public Schools, Seymour Public Schools, and West Haven Public Schools. These districts participation rates range from 1 to 8 students per district.

15. Neither Fairchild Wheeler nor Discovery Magnet Schools save the plaintiff districts any funds nor reduce their operating liabilities by virtue of the students the magnet schools accept. Plaintiffs operating costs are fixed. Out-of-district enrollment has not permitted the plaintiff districts to close a facility, to employ fewer teachers, or to reduce any other costs necessary to the operation of the plaintiff districts.

16. Heretofore, Fairchild Wheeler and Discovery magnet schools have been operated exclusively on funds provided by the State of Connecticut. The combined funding from the state totaled \$8,381,522 in the 2015-2016 school year. Upon information and belief, the combined operating budget was approximately the same. State funding consisted of:

- a. Money provided from the state for each Bridgeport student (1379) at a rate of \$3000 per student totaling \$4,137,000; and
- b. Money provided from the state for each child supplied by a plaintiff or other sending district (606) at a rate of \$7,085 per child totaling \$4,293,510.

17. At some point during the 2016-2017 school year, the party districts learned that the state would reduce its grants to the Fairchild-Wheeler and Discovery Magnet schools by approximately \$500,000.

18. In the spring of 2016, the General Assembly enacted Public Act 16-3 permitting, in some circumstances, interdistrict magnet school operators to charge tuition to other districts that matriculated non-resident students in operators' magnet schools. The Act amended General Statute § 10-264l(m) and became effective July 1, 2016.

19. On June 30, 2016, Ms. Frances Rabinowitz, Interim Superintendent of Schools and predecessor of defendant Johnson, wrote the defendant State Board of Education requesting permission to bill the neighboring districts for students who matriculated in Bridgeport Magnet schools. *Exhibit 1*. She sought, on behalf of the defendant district, approval for a tuition charge of \$3,000 per nonresident student at the two interdistrict magnet schools. Ms. Rabinowitz stated that the request was "necessitated by the fiscal constraints impacting *the district*." (Emphasis added). In support of her request, she cited following "key data:"

- a. "The 2014-15 NCEP [net current expenditure per pupil] for Bridgeport is \$13,923;"
- b. Bridgeport magnet schools were educating "606 suburban magnet school students, for whom the State allocates \$7,085 per student from the host magnet school program, a total of \$4,293,510;"
- c. "The sending suburban districts receive a total of \$9,014,171 in State ECS [Educational Cost Sharing], but do not contribute towards educating their students in Bridgeport;" and
- d. An "attached table, based on 2015/2016 school year data, provide[d] additional details."

20. The defendant Commissioner granted this request on August 31, 2016. In doing so, the Commissioner stated:

In Bridgeport's case, data from FY2015-16 reveals that Bridgeport received a total of \$8,381,745 [sic] in operating grants, and those funds covered 597 nonresidents students in four magnet schools, yielding an actual nonresident-per pupil grant of \$14,040. Allowing Bridgeport to charge \$3,000 per student would bring its nonresident-per pupil revenue to \$17,040. Comparing this amount to the average NCEP of \$15,209 for a sampling of sending towns for enrolled nonresident students (including Fairfield, Milford, Shelton, Stratford, and Trumbull), the \$3,000 tuition amount appears reasonable under the circumstances.

This conclusion is consistent with a comparison to the per pupil threshold used to calculate the maximum tuition charged by magnet schools operated by Regional Educational Service Centers under C.G.S. Section 10-264l(b)(2). For 2016-17, the maximum operating budget threshold is \$18,814 per pupil. This figure reflects 120 percent of the 2014-2015, 169-town average NCEP. Applying this calculation to Bridgeport yields a maximum operating threshold of \$18,250 (i.e., the calculated average NCEP of \$15,209 for Bridgeport's nonresident students multiplied by 120 percent). There is relatively small difference in this amount compared to the \$17,040 per pupil revenue with the \$3,000 tuition for nonresident students, which also does not include the program enhancements associated with operating four magnet high schools.

In light of the foregoing, CSDE approves Bridgeport's plan to charge tuition at a rate of \$3,000 per nonresident student enrolled in the magnet schools cited in this letter. *Exhibit 2*.

21. Casting the budgetary shortfall at the Fairchild Wheeler and Discovery Magnet schools, set forth in paragraph 17, in the light most favorable to the defendants, the diminution in state funding constitutes approximately \$500,000.

22. The defendant's request to charge will result in approximately \$1,818,000 worth of revenue to the defendant Bridgeport Public School system. The defendant Bridgeport Public Schools seeks to collect from each plaintiff or other sending districts on an itemized basis:

a. \$576,000 from plaintiff Stratford schools;

- b. \$351,000 from plaintiff Shelton schools;
- c. \$288,000 from plaintiff Trumbull schools;
- d. \$225,000 from Fairfield Public Schools;
- e. \$165,000 from Milford Public Schools;
- f. \$93,000 from Monroe Public Schools; and
- g. \$51,000 from Easton and Redding Public Schools

23. The figures listed in the paragraph 22 represent 96.2% of the total out-of-district billing the Bridgeport defendants would receive pursuant to the request to charge:

- a. This represents an estimated \$1.3 million windfall to the defendants;
- b. It represents revenue of \$1.215 million from the named plaintiffs alone: this is \$715,000 more than is required to replenish the \$500,000 diminution in state grants and does not account for similarly situated, non-plaintiff districts.

24. The defendant Bridgeport Board of Education commingles its operating accounts with the defendant City of Bridgeport's general municipal operating accounts. The plaintiffs are unaware of any other school district in the State of Connecticut that engages in such a practice.

25. The comingling of interdistrict magnet school, Bridgeport Public School, and municipal operating accounts permits the defendants District and City of Bridgeport to convert or misappropriate monies supplied by the plaintiffs for the purpose of

interdistrict magnet school operation to non-magnet school and non-educational expenses such as municipal operations.

**COUNT 1: THE COMMISSIONER DID NOT APPLY THE CRITERIA SET FORTH IN GENERAL STATUTE § 10-264L(M)(2)**

26. Paragraphs 2-25 are re-alleged by reference.

27. General Statute § 10-264l(m)(2) requires that the Commissioner, when considering a request to charge, such as the one set forth paragraphs 19 and 20, to consider (i) "the average per pupil expenditure of such operator for each interdistrict magnet school under the control of such operator" and (ii) the amount of per pupil state subsidy and any revenue from other sources received by such operator."

28. The defendants Bridgeport Board of Education and Rabinowitz did not submit data consistent with §10-262l(m)(2). To wit, it submitted data:

- a. Regarding the Net Child Expenditure for the City of Bridgeport;
- b. The per pupil expenditure based on state ECS grants as opposed to the total per pupil expenditure for each magnet school; and
- c. The amount *sending* districts receive in ECS grants.

29. The defendant Commissioner considered data beyond the scope of § 10-264l(m)(2). It considered:

- a. The maximum tuition charged by magnet schools operated by Regional Educational Service Centers; and
- b. A per pupil expenditure calculated by the total number of state grants divided by nonresident students, rather than the per-pupil expenditure of each interdistrict magnet school inclusive of all expenditures and all students matriculated in each magnet school.

30. The defendants neither submitted nor considered the data *required* by statute. The request to charge approval was improper under the enabling statute.

**COUNT 2: GENERAL STATUTE § 10-264L(M)(2) VIOLATES DUE PROCESS AS SET FORTH IN ARTICLE FIRST, §§ 1, 2, 8, 10, 11, 18, AND 20 OF THE CONSTITUTION OF THE STATE OF CONNECTICUT.**

31. Paragraphs 2-25 are re-alleged by reference.

32. General Statute §10-264l(m)(2) violates due process insofar as:

- a. It includes no standard by which the Commissioner of Education shall assess the necessity of a particular tuition charge;
- b. It provides supplying districts no opportunity for notice or comment on the propriety or necessity of a tuition charge;
- c. It provides supplying districts no notice or opportunity to rebut or challenge the data offered by magnet school operators;
- d. It constitutes taxation without representation by the state defendants and magnet school operators upon the residents of plaintiff and similarly situated districts;
- e. It denies the plaintiff a fiduciary or conflict-free arbiter of the necessity and use of tuition charges;
- f. It denies the plaintiffs equal protection of the law;
- g. It denies the plaintiffs use and enjoyment of private property; and
- h. It denies the plaintiffs an opportunity to be heard.

**COUNT 3: GENERAL STATUTE § 10-264L(M)(2) EXCEEDS THE POWERS IMPLICITLY AND EXPLICITLY GRANTED TO THE GENERAL ASSEMBLY IN ARTICLE EIGHTH, §1 OF THE CONSTITUTION OF THE STATE OF CONNECTICUT.**

33. Paragraphs 2-25 are re-alleged by reference.

34. General Statute § 10-264l(m)(2) exceeds the powers granted to the General Assembly in Article Eighth, §1 of the Constitution of the state of Connecticut insofar as:

- a. It is not rationally, substantially, and verifiably related to the provision of a free, adequate public education; or
- b. It represents a dereliction of the state's duty to educate. The duty to fund attends the duty to educate. General statute § 10-264l(m)(2) transfers state funding liabilities in Bridgeport to adjacent municipal governments.

**COUNT 4: GENERAL STATUTE § 10-264L(M)(2) VIOLATES THE PLAINTIFFS' RIGHT TO HOME RULE IN VIOLATION OF ARTICLE TENTH, §1 OF THE CONSTITUTION OF THE STATE OF CONNECTICUT.**

35. Paragraphs 2-25 are re-alleged by reference.

36. General Statutes § 10-264l(m)(2) impermissibly burdens the plaintiff districts' right to home rule pursuant to Article Tenth, §1 of the Constitution of the State of Connecticut insofar as:

- a. Education policy is a matter of statewide concern;
- b. However, municipal budgets are of purely local concern;
- c. Surpluses resulting from municipal taxation are matters of local control;
- d. The funds at issue in this complaint are such surpluses and are protected by home rule. The defendants lack the power to compel these funds to be transferred across district and municipal boundaries.

#### **COUNT 5: UNJUST ENRICHMENT**

37. Paragraphs 2-25 are hereby re-alleged by reference.

38. As stated, defendants City of Bridgeport and Bridgeport Public Schools comingle their operating funds in the same account.

39. Excess educational funds are used to fund the operating budget of the defendants Bridgeport Board of Education and City of Bridgeport.

40. The actions of the defendants unjustly enrich the defendant City of Bridgeport insofar as the tuition charges exceeds the amount necessary to fund the plaintiff's share, if any, of the operating costs of Fairchild-Wheeler and Discovery. The Bridgeport defendants provide the plaintiff no consideration for the excess funds included in the tuition charge and diverted to non-educational purposes.

#### **COUNT 6: CIVIL THEFT (BRIDGEPORT DEFENDANTS ONLY)**

41. Paragraphs 2-25 are hereby re-alleged by reference.

42. The actions of the Bridgeport defendants will constitute civil theft as set forth in General Statutes §§ 52-564 and 53a-119(1), (2), (3), and (6):

a. They will embezzle insofar as they have overstated the tuition costs necessary to operate the aforementioned magnet schools. They have done so with the intent to deprive plaintiff school districts of operating funds and have done, or are attempting to do, so by way of misappropriating interdistrict magnet school revenues to municipal operating costs that are unassociated with the operation of the relevant magnet schools.


- b. They will commit larceny by false pretenses insofar as they are submitting a false pretense, token, or device in the form of a request to charge that overstates the necessary operating costs of the relevant magnet schools.
- c. They will commit larceny by false promise insofar as they promising to serve the students of the plaintiff districts commiserate with \$1,818,000 million of tuition and in fact only intend to serve those students commensurate with approximately \$500,000 worth of tuition.
- d. They will defraud a public community insofar as:
  - i. They have authorized, certified, attested, or filed a request to charge that they know to be false and the benefits that result from that request to charge are provided by a public community; and
  - ii. They are knowingly accepting the benefits from a public community when they know the predicate claim to be false.

WHEREFORE, the plaintiffs seek relief and damages as follows:

- A. A declaratory ruling that the defendants' request to charge is erroneous and unlawful pursuant to General Statute § 10-264l(m)(2);
- B. A declaratory ruling that General Statute § 10-264l(m)(2) violates due process as set forth in Article First, §§ 1,2, 8, 10, 11, 18, and 20 of the Constitution of the State of Connecticut;
- C. A declaratory ruling that General Statute § 10-264l(m)(2) exceeds the express and implied powers granted the General Assembly in Article Eighth, § 1 of the Constitution of the State of Connecticut;

- D. A declaratory ruling that General Statute § 10-264l(m)(2) violates the home rule rights of the plaintiffs as provided for in Article Tenth, § 1 of the Constitution of the State of Connecticut;
- E. Injunctive relief preventing the defendants from charging the plaintiff districts tuition for magnet school students;
- F. Compensatory damages;
- G. Treble damages; and
- H. Any other relief the Court deems fair and equitable.

**AFFIANTS ON BEHALF OF THE PLAINTIFFS**

  
DR. JANET ROBINSON  
SUPERINTENDENT

CHIEF EXECUTIVE OFFICER  
PLAINTFF STRATFORD BOARD OF EDUCATION

COUNTY OF

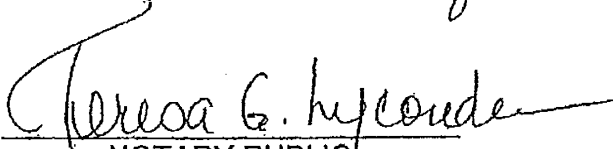
Fairfield

**WITNESS**


Personally appeared before me and subscribed under oath the truth of the

matters in this Verified Complaint this 15<sup>th</sup> day of March 2017

at Stratford Board of Ed.

  
NOTARY PUBLIC

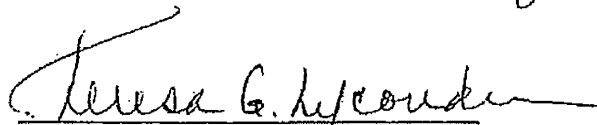
**TERESA G. LYCOUDES**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2020

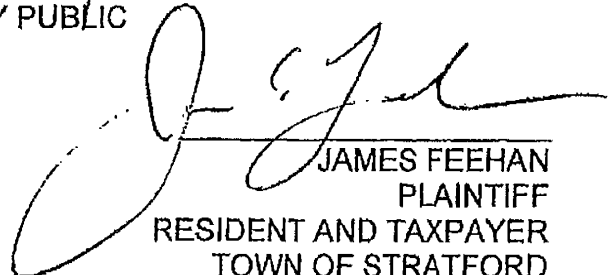
  
CLARENCE ZACHERY  
CHIEF OPERATING OFFICER  
PLAINTIFF STRATFORD BOARD OF EDUCATION  
COUNTY OF Fairfield

WITNESS

Personally appeared before me and subscribed under oath the truth of the  
matters in this Verified Complaint this 15<sup>th</sup> day of March 2017  
at Stratford Board of Ed.

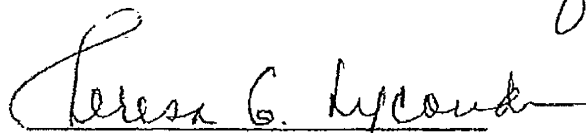
**TERESA G. LYCOUDES**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2020

  
NOTARY PUBLIC

  
JAMES FEEHAN  
PLAINTIFF  
RESIDENT AND TAXPAYER  
TOWN OF STRATFORD  
CHAIRMAN OF PLAINTIFF STRATFORD BOARD OF EDUCATION

WITNESS

Personally appeared before me and subscribed under oath the truth of the  
matters in this Verified Complaint this 15<sup>th</sup> day of March 2017  
at Stratford Board of Ed

  
NOTARY PUBLIC

**TERESA G. LYCOUDES**  
**NOTARY PUBLIC**  
COMMISSION EXPIRES AUG. 31, 2020

*Loretta Chory*

LORETTA CHORY  
CHAIRWOMAN

PLAINTIFF TRUMBULL BOARD OF EDUCATION

WITNESS

Personally appeared before me and subscribed under oath the truth of the  
matters in this Verified Complaint this 17<sup>th</sup> day of March 2017

at Trumbull, CT Fairfield County

*Mary T. Konecny*  
\_\_\_\_\_  
NOTARY PUBLIC

MARY T. KONECNY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAR. 31, 2020

*Sean O'Keefe*  
\_\_\_\_\_

SEAN O'KEEFE  
BUSINESS ADMINISTRATOR  
PLAINTIFF TRUMBULL BOARD OF EDUCATION

WITNESS

Personally appeared before me and subscribed under oath the truth of the  
matters in this Verified Complaint this 17<sup>th</sup> day of March 2017

at Trumbull, CT Fairfield County

*Mary T. Konecny*  
\_\_\_\_\_  
NOTARY PUBLIC

MARY T. KONECNY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAR. 31, 2020

Respectfully submitted,

THE PLAINTIFFS  
STRATFORD BOARD OF EDUCATION  
JAMES FEEHAN  
TRUMBULL BOARD OF EDUCATION  
SHELTON BOARD OF EDUCATION

By: 

NORMAN A. PATTIS, ESQ.

DANIEL M. ERWIN, ESQ.

FREDERICK O'BRIEN, ESQ.

PATTIS & SMITH, LLC.

Juris No. 423934

383 Orange Street

First Floor

New Haven, CT 06511

T: (203)393-3017

F: (203)393-9745

npattis@pattisandsmith.com

derwin@pattisandsmith.com

fobrien@pattisandsmith.com

*Please enter the appearance of Pattis & Smith, LLC*

## Carrie Swain

---

**From:** Danielle Albert <dnalbert1128@gmail.com>  
**Sent:** Thursday, May 18, 2017 10:17 PM  
**To:** Carrie Swain  
**Subject:** Parent Letters  
**Attachments:** math letter 2 (2).docx; math letter r.docx; d albert Math may 18.docx

Hi Carrie-

I have included my statement from tonight as well as the 2 parent letters regarding their concerns about the Math Teacher situation at Gilmartin. I may have additional letters coming forward.

As always Thank you

Danielle

May 18, 2017

Superintendent and Members of the Board of Education

Even though I am not able to attend tonight's meeting, I would like my voice to be heard. My daughter who is now in the 7<sup>th</sup> grade at Gilmartin school, has not been getting the proper education in the Math Department this year and I am worried what is in store for next year for the upcoming 7<sup>th</sup> graders and future 8<sup>th</sup> graders. I feel that these children have suffered way too long and need the proper education. Math is a necessity for life, yes, every subject contains information necessary to become a knowledgeable and functional member of our society, but mathematics is no longer just a subject taken by the elite. Now it has rightfully become a staple in our educational system even though it is not appreciated by many people until it is needed.

My daughter has come home frustrated over what is going on and what isn't going on in math class. I have not seen but 3 test grades and 2 out of 3 were failing. She is a high honor student and has been for quite some time. This is the first year she is struggling in the math. Going through 3 different teachers this year and switching teachers 4 times throughout the school year is not helping these children learn. These children, my child being one, are coming home with failing test grades because there has not been a proper lesson given.

My daughter has come home telling me that they give one lesson and expect them to take a test because the grades are closing and they had nothing in the computers for them. She also comes home not knowing how to do the homework and says the teacher is unable to explain to her how it's done. When she asks for help she is responded with, "I can't help you". How is this helping these children? I am nervous that these children are not going to have the proper education to make it going into next year, never mind high school. I feel that the principal has done all that she could but someone higher needs to step in. I appreciate your time in hearing me out, and I hope something can be done to help these children in getting the proper education they need.

Thank you –

I prefer to remain anonymous. A concerned Gilmartin Parent.

To whom it may concern,

I would like to preface this letter, showing complete gratitude and support of the staff at Gilmartin Elementary.

However, as a concerned parent I do have reservation on the quality of math instruction provided this year. I am writing this letter on behalf of my 13 year old. This year we as parents have seen a tremendous influx in math participation, as my child has had three teachers. And there is a growing concern my child will not be prepared for High school, as she has missed crucial lessons.

Being a former educator myself, I often question my child on basic mathematical principles that should be taught in 7<sup>th</sup> grade and she often has no clue, yet she manages an 85. How valid is an 85 when your child is not really getting the concepts needed for 8<sup>th</sup> grade? I can share countless stories my child has shared regarding the lack of instruction in her math classroom. I personally speak for my household when I say I have only seen my daughter bring home math homework twice this year. Thinking back to my school days at West Side I can remember the hours of homework given in middle school. Homework is supposed to mirror the instruction given in a classroom, if there is a lack of school instruction and homework, how is my child expected to excel in the 8<sup>th</sup> grade and beyond? As educators and parents we all know the domino effect that happens when a child fall behind in MATH.

I express my concerns in hope for remediation. Even though there are only a few weeks left in school, it is my hope there will be a remediation to this issue. And that the school along with parents can work together to get this kids back on track and updated on crucial math concepts they have missed this year.

Best regards,

Theresa Rivera parent to Elena Cuapio



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 18, 2017

Nicholas Liebler  
94 Linden St.  
Plainville, CT 06062

Dear Mr. Liebler:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of HVAC Technician (Req. #2017117) at \$22.37 per hour. Please contact Shannon Sullivan, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 25, 2017 at 9:30 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 26, 2017 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

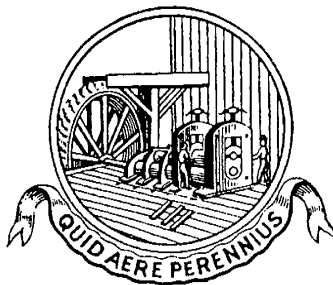
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Shannon Sullivan, School Insp.  
Dr. Ouellette, Supt. of Schools  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 18, 2017

Sarah McKay  
131 Atwood Ave.  
Waterbury, CT 06705

Dear Ms. McKay:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of ABA Behavioral Therapist (Req. #2017439) at \$27.68 per hour. Please contact Melissa Baldwin, Acting Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 25, 2017 at 9:15 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 26, 2017 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

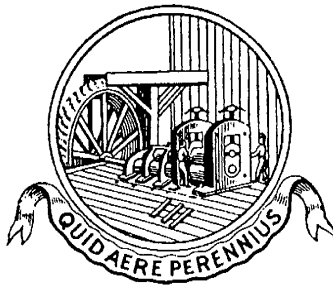
***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc Board of Education  
Dr. Ouellette, Supt. of Schools  
Melissa Baldwin, Acting Director of Spec Educ.  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 18, 2017

Rachel DiLonardo  
398 Bucks Hill Rd.  
Waterbury, CT 06704

Dear Ms. DiLonardo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of ABA Behavioral Therapist (Req. #2017218) at \$27.68 per hour. Please contact Melissa Baldwin, Acting Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 25, 2017 at 9:15 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 26, 2017 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc Board of Education  
Dr. Ouellette, Supt. of Schools  
Melissa Baldwin, Acting Director of Spec Educ.  
file