

- Policy consisting of 60 pages, which shall be incorporated herein by reference as if fully set forth herein);
- ii. Project plans, specifications, drawings, supplemental conditions (hereinafter referred to as "Scope of Services)(attached hereto consisting of 156 pages, which is included in the Waterbury Public Schools Maloney Playscape ITB #5593);
- iii. the Contractor's response to Waterbury Public Schools Maloney Playscape ITB #5593City Invitation to Bid (attached hereto, dated October 18, 2016, consisting of 57 pages);
- iv. Waterbury Public Schools Maloney Playscape ITB #5593 Bid Addenda, dated, October 7, 2016, (attached hereto, consisting of 3 pages)
- v. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated herein by reference as if fully set forth herein)
- vi. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate(Incorporated herein by reference as if fully set forth herein)
- vii. Performance Bond and Payment Bond (incorporated herein by reference as if fully set forth herein)
- viii. Certificates of Insurance (incorporated herein by reference as if fully set forth herein)
- ix. Department of Environmental Protection Regulations (CWF-1 through CWF- 32) (incorporated herein by reference as if fully set forth herein)
- x. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated herein by reference as if fully set forth herein)
- xi. All permits and licenses (incorporated herein by reference as if fully set forth herein)

1.2. The entirety of **Attachment A** plus this executed instrument is 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.

- i. Contract
- ii. Change Orders and Amendments
- iii. Addendum
- iv. City of Waterbury's ITB
- v. Project Manual
- vi. Schedule of Prevailing Wage Rate Determinations
- vii. List of Drawings
- viii. Historical Documents
- ix. Required Document
- x. All permits and licenses (including Contractor's abatement licenses)
- xi. Department of Environmental Protection Regulations (CWF-1 through CWF-32)

- xii. All applicable Federal, State, and local statutes, regulations charter and ordinances

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 5593 (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. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday and Saturdays shall be used as weather related makeup workdays unless otherwise indicated or approved by the owner or unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet

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

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

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

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

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

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

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

use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

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

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

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. Contract Time. The Contractor shall commence all work and services required under this contract upon receipt of the City's written Notice to Proceed. The Contractor shall Substantially Complete all work and services required under this Contract by May 30, 2017 and shall reach Final Completion on or before June 30, 2017("Contract Time").

5.1. Time is and shall be of the essence for all Project Milestones, Substantial Completion Date and the Final Completion Date for the Project. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Project.

5.2. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.3. The Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00) per calendar day** for each and every calendar day for which the Contractor is in default in completing the work beyond the time for Substantial Completion and/or Final Completion set forth in this Article 5. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **One Hundred Seventeen Thousand Seven Hundred Twenty-Two Dollars (\$117,722.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A's** "Contractor's Bid, dated October 18, 2016.", which is summarized below:

i.	Base Bid: One Hundred and Two Thousand Seven Hundred and Twenty Two Dollars.....	\$102,722.00
ii.	Contingency: Fifteen Thousand Dollars.....	\$ 15,000.00
iii	Total Compensation: One Hundred and Seventeen Thousand Seven Hundred and Twenty Two Dollars.....	\$117,722.00

6.2. Contingency. At sole discretion and control of the City, the Contingency amount as set forth in Section 6.1 of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested by the City in writing to be performed by the Contractor.

6.3. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five % 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.

6.4. 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.

6.4.1 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.

6.4.2 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.

6.5 Bid Costs. All costs of the Contractor in preparing its bid for ITB Number 5593 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.

6.6. 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.

6.7. 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.

6.8. Contractor's Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.9. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.10. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.10.1 submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor

shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) 365** calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, the City's agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services, provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting therefrom, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, 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)

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 all owned, 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. **Not required.**

11.4.5 Builder's Risk Insurance: coverage equaling \$1,000,000.00 Each Occurrence or Limits equaling the value of the project

“All Risk” Builders Risk insurance (also know as “course of construction”) coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of any and all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and any and all subcontractors. If deemed necessary by the City’s Risk Manager, this insurance shall also include coverage for the total value of the Project’s constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

11.4.6 Contractors Pollution Liability Insurance: Not required.

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

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

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

11.7. Certificates of Insurance: The Contractor’s General, Automobile, Builder’s Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as additional insured and provide waiver of subrogation on all policies except Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor’s policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and Its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation. All Policies shall include a Waiver of Subrogation and be written on an Occurrence basis.”** 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's ITB Number 5593 and (ii) the Contractor's Bid response to ITB Number 5593, dated October 18, 2016. 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: Ultiplay Parks and Playgrounds, Inc.
51 Carney Street,
Uxbridge, MA 01569

City: Waterbury Public Schools
City of Waterbury
Chief Operating Officer and Chief of Staff
Chase Municipal Building
235 Grand Street
Waterbury, CT 06702

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

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

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

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a

violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

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

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

- 35.6** Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7** Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8** Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.

- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: Waterbury Public Schools

{Signature page to follow}

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:

**ULTIPLAY PARKS AND PLAYGROUNDS,
INC.**

By: _____

Its _____

Date: _____

ATTACHMENT A

Waterbury Public Schools Maloney playscape ITB #5593 dated September 15, 2016 to include Specifications and drawings dated July 21, 2016(attached hereto consisting of 213 pages.) excluding the sample contract, Contractor Compliance packet, and Chapter 34: City Policy consisting of 60 pages, which shall be incorporated herein by reference as if fully set forth herein);

Project plans, specifications, drawings, supplemental conditions (hereinafter referred to as "Scope of Services) (attached hereto consisting of 156 pages, which is included in the Waterbury Public Schools Maloney Playscape ITB #5593):

_The Contractor's response to Waterbury Public Schools Maloney playscape ITB #5593 (attached hereto, dated October 18, 2016, consisting of 57 pages);

Waterbury Public Schools Maloney Playscape ITB #5593 Bid Addenda, dated October 7, 2016, (attached hereto, consisting of 3 pages)

INVITATION TO BID

WATERBURY PUBLIC SCHOOLS MALONEY PLAYSCAPE

ITB # 5593

**THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION**

September 15, 2016

THE CITY OF WATERBURY

MALONEY PLAYScape

INVITATION TO BID

#5593

Sealed Bids for **Furnish and install a Playscape at Maloney Magnet Elementary School** 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 **2:00 p.m. on October 18, 2016** and at that time and place will be publicly opened and read aloud. No bids will be received after **2:00 p.m.** on the day the bids are to be opened.

The Work install a playscape consist(s) of: Furnish and installing a playscape at Maloney Magnet Elementary School.

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title **ITB #5593 MALONEY PLAYScape** 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 3:00 p.m. on October 4, 2016. This meeting will start at the main entrance to Maloney Magnet Elementary School, 233 S Elm St, Waterbury, CT 06706. 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

THE CITY OF WATERBURY

MALONEY PLAYScape

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- Corporation Resolution
- City of Waterbury Disclosure of Outstanding Obligations
- Debarment Form
- Annual Statement of Financial Interest
- Limited Liability Company (LLC)
- Commission on Human Rights Organization (CHRO)

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THE CITY OF WATERBURY

MALONEY PLAYScape

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 October 7, 2016 at 2:00 pm**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **October 11, 2016 at 2:00 pm**. 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, **two (2) 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.) Any bidder who fails to provide the required copy of the bid may be disqualified.

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 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 One Hundred and Twenty Days (120) 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.

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 (120) 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 (120) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder (hereinafter "Contractor"), multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within Ten (10) calendar days excluding Saturdays, Sundays and legal holidays, thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the CITY. Thereafter, upon all required reviews, approvals, and the CITY's signature, the CITY will deliver one fully signed copy of the contract to Contractor. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the Contractor, and the CITY delivers to the Contractor the CITY's written notice to proceed.

ARTICLE 11. ACCESS TO SITE

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

ARTICLE 12. SALES TAX

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

ARTICLE 13. INSURANCE

- 13.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 13 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.
- 13.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.
- 13.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 13.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

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

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

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

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 Builder's Risk Insurance: coverage equaling **\$1,000,000**, each Occurrence or Limits equaling the value of the project.
"All Risk" Builders Risk insurance (also known as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of any and all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and any and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

13.4.5 Additional Insured Endorsement and Waiver of Subrogation: The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation and be written on an Occurrence basis.

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, their public officials, employees, program manager and any other person acting under, through or for them are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage as their interest may appear". The City's Invitation to Bid

Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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.
- 14.2 BIDDER agrees and covenants that the purchase order time shall commence upon issuance and terminate on **June 30, 2017**, unless the purchase order provides otherwise.

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.

END OF SECTION

THE CITY OF WATERBURY

MALONEY PLAYScape
ITB #5593

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

MALONEY PLAYScape

ITB #5593

SECTION 00400

Date _____

City of Waterbury
Director of Purchasing
City Hall
Room 103
235 Grand St
Waterbury CT 06702

Gentlemen:

Pursuant to and in compliance with your Invitation to Bid relating thereto, the Undersigned,

(Company Name)

(Company Address)

having visited the site, familiarized himself with the conditions present and carefully examined the Drawings, Bidding Package Contract Documents, and complete Specifications together with all Addenda issued and received prior to closing time for receipt of Bids as prepared by Silver/Petrucelli + Associates hereby offers and agrees as follows:

To provide all materials, all labor and all else whatsoever necessary to properly finish all work for furnishing & installing entrances and vestibules at the District's Schools in connection with the School District Security Improvements II project to the satisfaction of the Architect and Owner for the lump sum as follows:

BID ITEMS

BID ITEM	AMOUNT OF BID IN WORDS	AMOUNT OF BID IN NUMBERS
1.0	MALONEY PLAYScape	

	_____	\$ _____ .00
	Lump Sum	

BID ITEM	AMOUNT OF BID IN WORDS	AMOUNT OF BID IN NUMBERS
2.0	Allowance for Changes; \$15,000.00 <u>Fifteen Thousand Dollars</u> ALLOWANCE	<u>\$15,000.00</u>
<u>TOTAL BID PRICE ITEMS 1.0 – 2.0 (in words)</u> _____ _____		TOTAL BID AMOUNT \$ _____ .00

UNIT PRICES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased, as directed by the Architect or 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.

DESCRIPTION OF UNIT PRICES

A. NONE

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. 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.	General Liability	FICA 7.65%	State U.C. 5.5%	Federal U.C. .8%	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 and ten (10) percent on materials, supplies, rental equipment and subcontractor work. The total overhead and profit for all tiers cannot exceed twenty (20) percent.

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.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to the applicable section of the General Laws of the State of Connecticut as most recently amended.

CONTRACTOR QUALIFICATIONS

1. The undersigned company has been in business under its present name for years.
2. The undersigned company has had _____ years experience in construction work similar to that described in the bid documents for this project.
3. List below the construction projects the undersigned company currently has under contract as of this date:

Contract Sum	Class of Work	% Complete	Name & Address of Owner
-------------------------	----------------------	-----------------------	--

4. List below a minimum of three (3) projects the undersigned company has performed in the past five (5) years which are representative of this project and would qualify you for this work:

Contract Sum	Class of Work	% Complete	Name & Address of Owner
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5. If applicable complete the following; if not applicable state N/A:

- a. Has the undersigned company ever failed to complete awarded work.
(If the answer is yes, please provide location, date and reason below)

- b. Has any officer or partner of the undersigned company, while performing in the capacity of an officer, partner or individual owner of another organization, ever failed to complete a construction contract? (If yes, please state below the following information: name of individual(s), name(s) of organization and reason(s))
6. List the number of all litigation or arbitration proceedings, including out-of-court settlements initiated by or against you within the past three (3) years, including all pending cases.
7. Has the Contractor or an officer, director, shareholder, partner, employee or other individual associated with the Contractor:
- a. been convicted or entered a plea of guilty or nolo contendere for or admitted to the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract? If so, identify such conviction, plea or admission here and provide details on a separate sheet.
 - b. been convicted or entered a plea of guilty or nolo contendere or admitted to the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity of business honesty which affects responsibility as a municipal contractor? If so, identify such conviction, plea, or admission here and provide details on a separate sheet.
 - c. been convicted or entered a plea of guilty or nolo contendere or admitted to a violation of any state or federal antitrust, collusion or conspiracy law arising out the submission of bids or proposals on a public or private contract or subcontract? If so, identify such conviction, plea or submission here and provide details on a separate sheet.
 - d. committed a willful failure to perform in accordance with the terms of one or more public contracts, agreements or transactions? If so, identify such willful failure here and provide details on a separate sheet.
 - e. have a history of failure to perform or of unsatisfactory performance of one or more public contractors, agreements or transactions? If so, identify such contracts here and provide details on a separate sheet.

- f. committed a willful violation of a statutory or regulatory provision or requirement applicable to a public contract agreement or transaction? If so, identify such violation here and provide details on a separate sheet.
For purposes of Questions 7(a)-(f) above, the fraudulent, criminal or other seriously improper conduct of one contractor participating in a joint venture or similar arrangement may be imputed to other participating contractors if the conduct occurs for or on behalf of the joint venture or similar arrangement and these contractors knew of or had reason to know of such conduct.
8. Has the Contractor, or an officer, director, shareholder, or partner ever filed for protection from creditors under any chapter of the United States Bankruptcy Code? If so, identify such company or individual here and provide details on a separate sheet.
9. State how much of your business is for private versus public owners.
Public: _____ %
Private: _____ %
10. Provide the names of the Project Manager and Field Superintendent/Foreman the Contractor will use on the Project. On a separate sheet briefly summarize their experience.
Project Manager: _____
Field Superintendent/Foreman: _____
11. State the name of your surety and A.M. Best & Company rating of your surety.
Surety: _____
Rating: _____
12. State the bonding capacity and the bond premium rate for your firm.
Bonding Capacity: \$ _____
Bond Premium Rate: _____
13. State the name of your insurance carrier and the A.M. Best & Company rating of your insurance carrier.

Insurance Carrier:

Rating: _____

14. State the interstate or intrastate workers' compensation experience modification rate for your firm.

Workers' Compensation Experience Modification Rate:

15. Summarize the accident and fatality experience of your firm for the last three (3) years by reference to the OSHA No. 200 log.

16. Has the Contractor or any persons associated with the firm been cited for three (3) or more willful or serious violations of any occupational safety and health act in the previous three (3) year period? Has the Contractor or any persons associated with the firm received a criminal conviction related to the injury or death of an employee in the previous three (3) year period? If so, explain the citations or convictions on a separate sheet.

17. Within the prior three (3) period, has the Contractor ever been cited by the Connecticut Department of Labor for disregarding its obligations under Connecticut General Statute sections 31-53 (prevailing wages) or 31-57c (length of workweek)? Has the Contractor been barred from bidding on any state or federal government contracts within the previous three (3) years? If so, please describe on a separate sheet.

18. Is your firm qualified to conduct business in the State of Connecticut? If so, please provide your Connecticut Tax Identification number.

19. Has your company or a subcontractor to and through you within the past 5 years been the subject of a claim filed formally or informally by an Owner, Program Manager, Construction Manager or General Contractor for failure to meet a deadline, a milestone, a schedule or the completion of a project? Circle the appropriate response. Yes No

If yes, state the project, location, Owner, subcontractor (if applicable) and by whom the claim was filed.

20. Has your company or a subcontractor to and through you within the past 5 years paid liquidated damages or a penalty for failing to meet a deadline, a milestone, a schedule or the completion of a project. Circle the appropriate response. Yes No

If yes, state the project, location, Owner, subcontractor (if applicable) and to whom the claim was paid and the dollar amount.

21. Has your company or a subcontractor to and through you ever filed in the last 5 years a formal or informal claim to an Owner, Program Manager, Construction Manager, or General Contractor for acceleration, delay, and/or other types of recovery costs. Circle the appropriate response. Yes No
If yes, state the project, location, to whom the claim was filed and the dollar amount.

22. In accordance with Public Act 03-215 (an act concerning State construction contracts) and Public Act 04-141, complete the following items if your bid is in excess of \$500,000:

a) Do you have a DAS Pre-Qualification Certificate: Yes No

b) List classifications that you are pre-qualified for:

OTHER REQUIREMENTS

It is understood that the Owner reserves the right to accept or reject any and all bids that the Owner deems to be in his best interest.

Upon notification of acceptance of this proposal, the undersigned agrees to execute a contract in the form as stated within these contract documents for the amount stated.

Prices quoted shall be guaranteed for one hundred twenty (120) days after date of proposal. If written notice of award is received within one hundred twenty (120) calendar days after the opening of bids, the undersigned agrees to execute said contract and furnish to the Owner within ten (10) business days after receipt of said contract, the executed Contract, together with the Performance Bond, Labor and Material Payment Bonds and Insurance Certificates as required herein.

The undersigned agrees that the Bid Security payable to Owner accompanying this proposal is left in escrow with the Owner; that its amount is the measure of liquidated

damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above-named Bonds and Contract; and that if the undersigned defaults in furnishing said bonds or in executing and delivering said Contract within ten (10) business days of receipt of contract to him/her, then said Security shall be payable to the Owner for its own account; but if this proposal is not accepted within said one hundred twenty (120) days of the time set for submission of bids, or if the undersigned executes and delivers said bonds and Contract, the Bid Security shall be returned to the undersigned.

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

By submission of this proposal, the undersigned acknowledges that they have visited the site, informed themselves of the existing conditions, and have included in the proposal a sum to cover the costs of all items in the contracts.

By submission of this proposal, the undersigned acknowledges that they have read the job narrative and schedule requirements and agrees to provide sufficient staff and organization and to select subcontractors and suppliers to comply with the requirements for submittals, delivery dates, work periods and completion dates as specified.

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

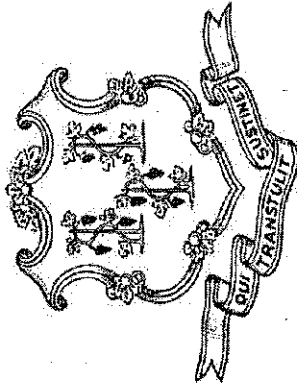
THE CITY OF WATERBURY
MALONEY PLAYScape
SECTION 00500
TECHNICAL SPECIFICATIONS

PREVAILING WAGE RATES dated September 13, 2016

DRAWINGS: (Prepared by Kaestle Boos Architects, Inc.)

<u>Drawing Number</u>	<u>Drawing Name</u>
Cover Sheet	MALONEY ELEMENTARY SCHOOL PLAYGROUND IMPROVEMENTS
SS1.01	SITE SURVEY
L1.01	SITE IMPROVEMENT PLANS
L2.01	PLAYSCAPE ENLARGEMENT AND DETAILS
L3.01	PLAYSCAPE PERSECTIVE (NORTH)
L3.02	PLAYSCAPE PERSECTIVE (NORTHWEST)
L3.03	PLAYSCAPE PERSECTIVE (NORTHWEST)
L3.04	PLAYSCAPE PERSECTIVE (SOUTHEAST)
L3.05	PLAYSCAPE PERSECTIVE (SOUTHWEST)

SPECIFICATIONS: (Prepared by Kaestle Boos Architects)



Opportunity * Guidance * Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Project: Maloney Magnet School Furnish And Installation Of Playscape

**Minimum Rates and Classifications
for Heavy/Highway Construction**

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

ID#: H 22669

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

Project Number:

Project Town: Waterbury

FAP Number:

State Number:

Project: Maloney Magnet School Furnish And Installation Of Playscape

CLASSIFICATION	Hourly Rate	Benefits
01) 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 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	28.76
2) Carpenters, Piledrivermen	32.00	24.42

As of:

Tuesday, September 13, 2016

Project: Maloney Magnet School Furnish And Installation Of Playscape

2a) Diver Tenders	32.00	24.42
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3) Divers	40.46	24.42
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03a) Millwrights	32.47	24.84
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	46.95	20.15
--	-------	-------

4a) Painters: Brush and Roller	32.02	20.15
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4b) Painters: Spray Only	35.02	20.15
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4c) Painters: Steel Only	34.02	20.15
--------------------------	-------	-------

As of: Tuesday, September 13, 2016

Project: Maloney Magnet School Furnish And Installation Of Playscape

4d) Painters: Blast and Spray	35.02	20.15
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4e) Painters: Tanks, Tower and Swing	34.02	20.15
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5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.02	23.75+3% of gross wage
--	-------	------------------------

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.22	31.99 + a
--	-------	-----------

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	40.62	29.71
--	-------	-------

---LABORERS---

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	28.55	18.90
---	-------	-------

As of: Tuesday, September 13, 2016

Project: Maloney Magnet School Furnish And Installation Of Playscape

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	28.80	18.90
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10) Group 3: Pipelayers	29.05	18.90
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	29.05	18.90
--	-------	-------

12) Group 5: Toxic waste removal (non-mechanical systems)	30.55	18.90
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13) Group 6: Blasters	30.30	18.90
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Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	29.55	18.90
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Group 8: Traffic control signalmen	16.00	18.90
------------------------------------	-------	-------

As of: Tuesday, September 13, 2016

Project: Maloney Magnet School Furnish And Installation Of Playscape

Group 9: Hydraulic Drills	29.30	18.90
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---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and
Liner Plate Tunnels in Free Air.---

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	18.90 + a
---	-------	-----------

13b) Brakemen, Trackmen	31.28	18.90 + a
-------------------------	-------	-----------

---CLEANING, CONCRETE AND CAULKING TUNNEL---

14) Concrete Workers, Form Movers, and Strippers	31.28	18.90 + a
--	-------	-----------

15) Form Erectors	31.60	18.90 + a
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As of: Tuesday, September 13, 2016

Project: Maloney Magnet School Furnish And Installation Of Playscape

---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:---

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	18.90 + a
---	-------	-----------

17) Laborers Topside, Cage Tenders, Bellman	31.17	18.90 + a
---	-------	-----------

18) Miners	32.22	18.90 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ---

18a) Blaster	38.53	18.90 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	18.90 + a
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As of: Tuesday, September 13, 2016

Project: Maloney Magnet School Furnish And Installation Of Playscape

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	18.90 + a
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21) Mucking Machine Operator	39.11	18.90 + a
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----TRUCK DRIVERS----(*see note below)

Two axle trucks	28.83	21.39 + a
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Three axle trucks; two axle ready mix	28.93	21.39 + a
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Three axle ready mix	28.98	21.39 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.03	21.39 + a
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As of: Tuesday, September 13, 2016

Project: Maloney Magnet School Furnish And Installation Of Playscape

Four axle ready-mix	29.08	21.39 + a
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Heavy duty trailer (40 tons and over)	29.28	21.39 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.08	21.39 + a
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---POWER EQUIPMENT OPERATORS---

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	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 under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	37.49	23.55 + a
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As of: Tuesday, September 13, 2016

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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 Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	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 Mandrel).	35.86	23.55 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	35.46	23.55 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	35.03	23.55 + a
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Project: Maloney Magnet School Furnish And Installation Of Playscape

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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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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As of: Tuesday, September 13, 2016

Project: Maloney Magnet School Furnish And Installation Of Playscape

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 CDL license).	32.04	23.55 + a
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****NOTE: SEE BELOW**

---LINE CONSTRUCTION---(Railroad Construction and Maintenance)---

20) Lineman, Cable Splicer, Technician	45.43	6.25% + 20.70
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21) Heavy Equipment Operator	40.89	6.25% + 18.56
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22) Equipment Operator, Tractor Trailer Driver, Material Men	38.62	6.25% + 17.99
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As of: Tuesday, September 13, 2016

Project: Maloney Magnet School Furnish And Installation Of Playscape

23) Driver Groundmen	24.99	6.25% + 11.81
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23a) Truck Driver	34.07	6.25% + 16.60
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---LINE CONSTRUCTION---

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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As of: Tuesday, September 13, 2016

Project: Maloney Magnet School Furnish And Installation Of Playscape

28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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Project: Maloney Magnet School Furnish And Installation Of Playscape

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.

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

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: Tuesday, September 13, 2016

Project: Maloney Magnet School Furnish And Installation Of Playscape

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:

Tuesday, September 13, 2016

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. 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.

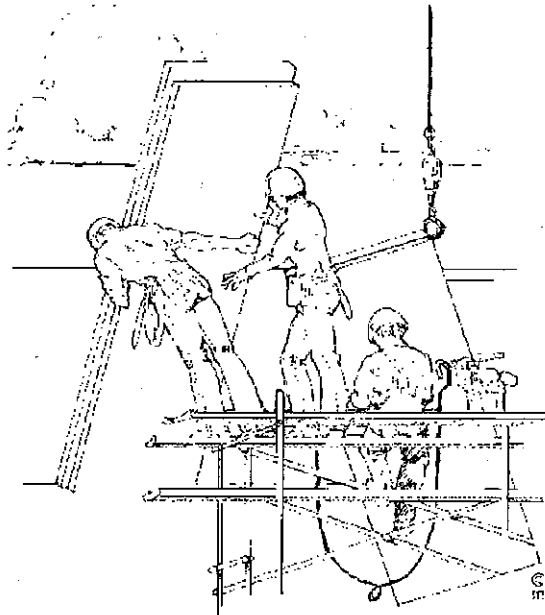
~NOTICE~

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

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.

[illegible]

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Law (unemployment tax, worker's compensation, income taxes, etc.).

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section A:

is covered by a worker's compensation insurance

**Weekly Payroll Certification For
Public Works Projects (Continued)**

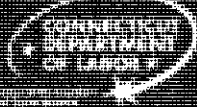
WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE AND %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total \$ Hours	TYPE OF FRINGE BENEFITS Per Hour Benefit Plan (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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12/9/2013

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CPI)

PAGE NUMBER _____ OF _____



CONNECTICUT DEPARTMENT OF LABOR

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OCCUPATIONAL CLASSIFICATION BULLETIN

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**
 - Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.
- **ASBESTOS INSULATOR**
 - Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.
- **BOILERMAKERS**
 - Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.
- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**
 - Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.
- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**
 - Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.
- **CLEANING LABORER**
 - The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.
- **DELIVERY PERSONNEL**
 - If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.
 - An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

- Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

- Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.**

- **FORK LIFT OPERATOR**

- Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
- Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

- Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

- Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the ironworker.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

- Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

- Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hanging+ for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate
 1. Removal of lead paint from bridges.
 2. Removal of lead paint as preparation of any surface to be repainted.
 3. Where removal is on a Demolition project prior to reconstruction.
- Laborer's Rate
 1. Removal of lead paint from any surface NOT to be repainted.
 2. Where removal is on a TOTAL Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

- Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.**

- **POWER EQUIPMENT OPERATORS**

- Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***License required, crane operators only, per Connecticut General Statutes.**

- **ROOFERS**

- Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs,

including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

• **SHEETMETAL WORKERS**

- Fabricate, assemble, install and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

• **SPRINKLER FITTERS**

- Installation, alteration, maintenance and repair of fire protection sprinkler systems. *License required per Connecticut General Statutes: F-1,2,3,4.

• **TILE MARBLE AND TERRAZZO FINISHERS**

- Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

• **TRUCK DRIVERS**

◦ **Definitions:**

- 1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;
 - (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;
 - (b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc. of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)
- 2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)
- 3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)
- 4) "De Minimis" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

◦ **Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**

- Truck drivers are covered for payroll purposes under the following conditions:
 - Truck Drivers for time spent working on the site of the work.
 - Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
 - Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
 - Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

- Truck Drivers are **not** covered in the following instances:
 - Material delivery truck drivers while off "the site of the work"
 - Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the

"site of the work"

- Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543

200 Folly Brook Boulevard, Wethersfield, CT 06109 / Phone: 860-263-6000
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**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 4th, 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.

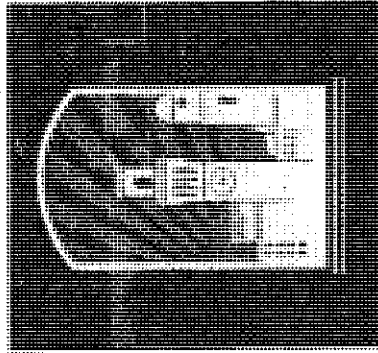
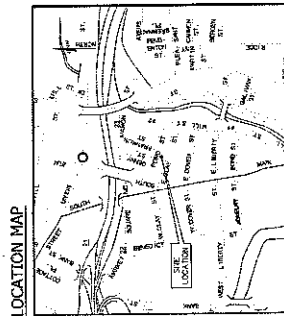
Truck Drivers

(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.

MALONEY ELEMENTARY SCHOOL PLAYGROUND IMPROVEMENTS

233 SOUTH ELM STREET
WATERBURY, CT 06702



VOLUME 1 OF 1

DRAWINGS ISSUED FOR BIDDING & CONSTRUCTION

07/21/2016

KAESTLE BOOS ASSOCIATES, INC. KAESTLE BOOS ARCHITECTURAL, STRUCTURAL & LANDSCAPE ASSOCIATES, INC.

O&G INDUSTRIES, INC. OWNERS REPRESENTATIVE

CREATIVE RECREATION, LLC PLAYGROUND CONSULTANT

FREEMAN COMPANIES, LLC SURVEYOR

DRAWING LIST:

SS1.01	SITE SURVEY
L1.01	SITE IMPROVEMENT PLANS
L2.01	PLAYSCAPE ENLARGEMENT & DETAILS
L3.01	PLAYSCAPE PERSPECTIVE (NORTH)
L3.02	PLAYSCAPE PERSPECTIVE (NORTH WEST)
L3.03	PLAYSCAPE PERSPECTIVE (NORTH EAST)
L3.04	PLAYSCAPE PERSPECTIVE (SOUTH EAST)
L3.05	PLAYSCAPE PERSPECTIVE (SOUTH WEST)

KAESTLE BOOS
associates, inc

418 Shaw Road, P.O. Box 1905, New Britain, CT 06050-2905
Phone: 860-279-2723 Fax: 860-279-5321

 **Creative RECREATION**
CREATING NEW OPPORTUNITIES IN THE COMMUNITY

CREATION AND OUTREACH, LLC
1000 W. 10TH AVE. SUITE 100
DENVER, CO 80202
TEL: 303.733.1111 FAX: 303.733.1111
WWW.CREATIVE-RECREATION.COM

DATE	DESCRIPTION	ISSUE DATE
JULY 21, 2018	CONTRACTS ISSUED FOR BIDDING & CONSTRUCTION PURPOSES	

Revisions

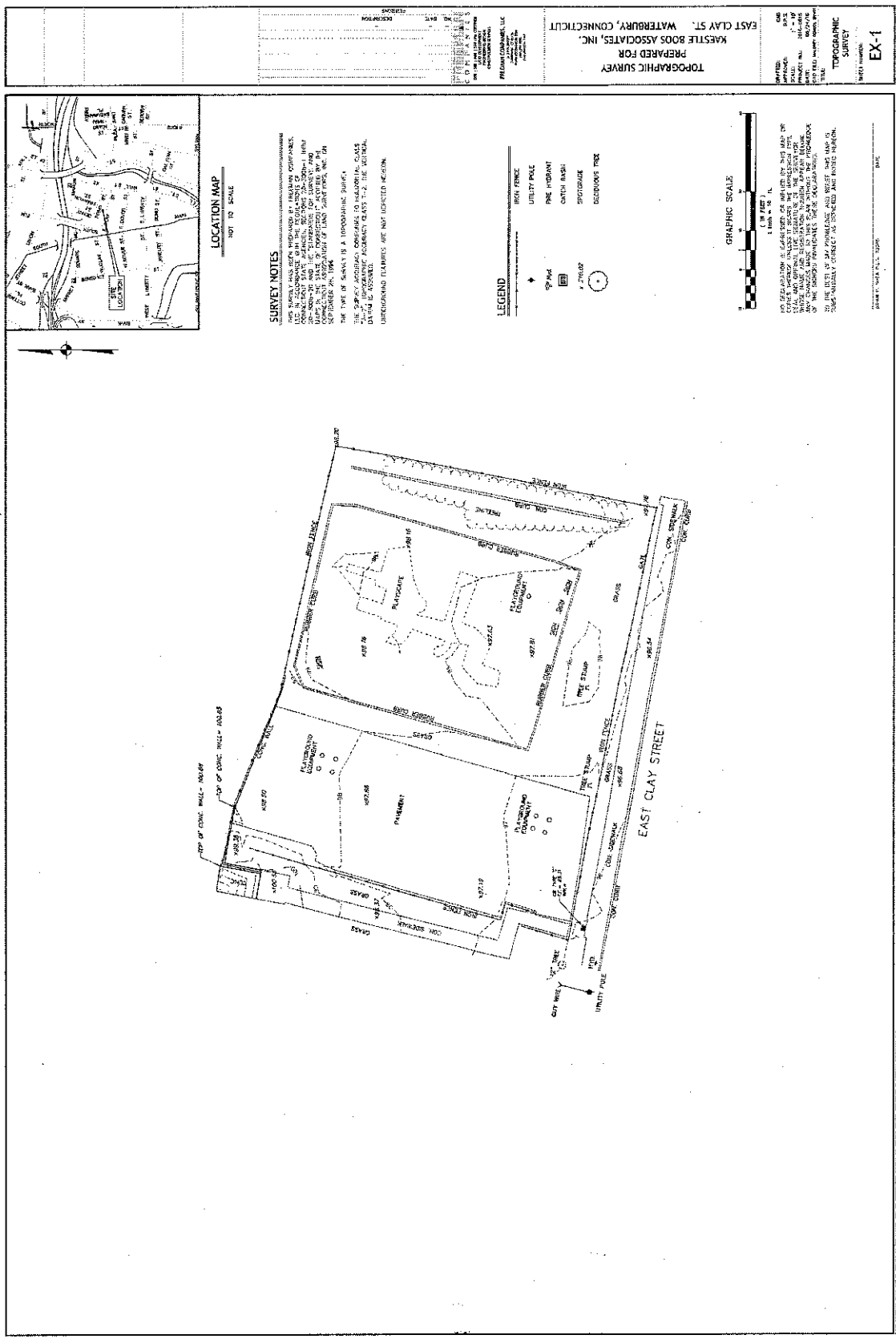
FOR ALL ABBREVIATIONS, SYMBOL LEGENDS,
AND GENERAL NOTES SEE SHEET TO DT



**MALONEY
ELEMENTARY
SCHOOL
PLAYGROUND
IMPROVEMENTS**

133 SOUTH ELM ST
WATERBURY CT 0706

SITE SURVEY



KAESTLE BOOS
associates, inc.

446 Cedar Road, P.O. Box 2100, New Britain, CT 06053-2100
Phone: 860-227-9731 • Fax: 860-228-0383

223 Northcreek Boulevard, Suite 105, Northborough, MA 01531
Phone: 508-345-0970 • Fax: 508-345-0987

Email: info@westhatch.com • Web: www.hatchwesthatch.com

Y.O.X.
Creative RECREATION
"enhancing a child's quality of life through creative play"
Creative Recreations, LLC
PO Box 110145
Irvine, California, CA 92611
800.951.5136 / 949.951.5137 F

2. 下列各句，没有语病的一项是（3分）

ISSUE DATE	DESCRIPTION
21, 2016	DRAWINGS ISSUED FOR BIDDING - CONSTRUCTION PHASES

REVISIONS

FOR ALL ABBREVIATIONS, SYMBOL LEGENDS,
AND GENERAL NOTES SEE SHEET RD.01


MALONEY

**ELEMENTARY
SCHOOL
PLAYGROUND
IMPROVEMENTS**

233 SOUTH ELM ST
WATERBURY, CT 0706

SITE IMPROVEMENT PLANS

11.01

[illegible][illegible][illegible]

**KAESTLE BOOS
associates, inc**

433 South Main St., Suite 100, New Haven, CT 06510-3096
Phone: (203) 539-0300 Fax: (203) 539-0301
321 North Main St., Suite 100, New Haven, CT 06510
Phone: (203) 539-0300 Fax: (203) 539-0301
E-mail: kaestleboos@comcast.net

**KXK
Creative RECREATION**
ONE CHINA INDUSTRIAL PARK
NEW HAVEN, CT 06511
Phone: (203) 539-0300
Fax: (203) 539-0301
E-mail: kxk@comcast.net

DATE: APR 21, 2010
TITLE: DATE
DESCRIPTION: DRAWING BOARD FOR WORK & CONSTRUCTION PURPOSES

DATE: REVISIONS
REVISIONS

FOR ALL ABBREVIATIONS, SYMBOLS, LEGENDS,
AND GENERAL NOTES SEE SHEET B0.01

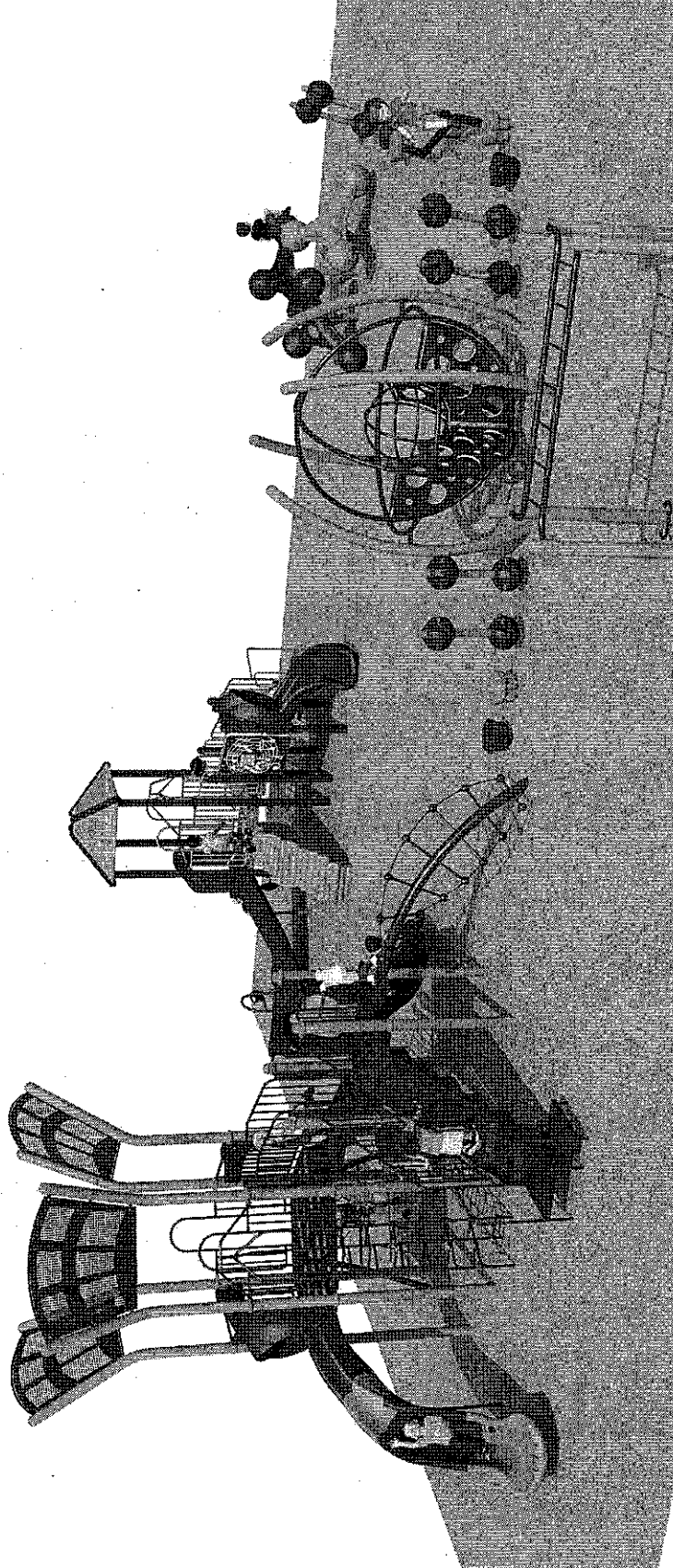


**MALONEY
ELEMENTARY
SCHOOL
PLAYGROUND
IMPROVEMENTS**

233 SOUTH ELM ST
WATERBURY, CT 06706

PROJECT NO.: 100000
SHEET NO.: 30
**PLAYSCAPE
PERSPECTIVE
(NORTH)**

DATE: 4/21/10
L3.01



KAESTLE BOOS
associates, inc

435 State Road 1, Box 1098, Westfield, CT 06097-1098
Phone: 860/261-8822 & 860/261-8823
Fax: 860/261-8824
E-mail: kaestleboos@comcast.net

KXK
Creative RECREATION
DESIGN & CONSTRUCTION
1000 Main Street
Westfield, MA 01095
Phone: 413/254-1111
Fax: 413/254-1112
E-mail: kxk@kxkrecreation.com

DATE: MAY 21, 2018
ISSUE DATE:
REVISIONS:
DRAWING DATE FOR BIDDING:
CONSTRUCTION NOTES:

DATE: MAY 21, 2018
ISSUE DATE:
REVISIONS:
DRAWING DATE FOR BIDDING:
CONSTRUCTION NOTES:

DATE: MAY 21, 2018
ISSUE DATE:
REVISIONS:
DRAWING DATE FOR BIDDING:
CONSTRUCTION NOTES:

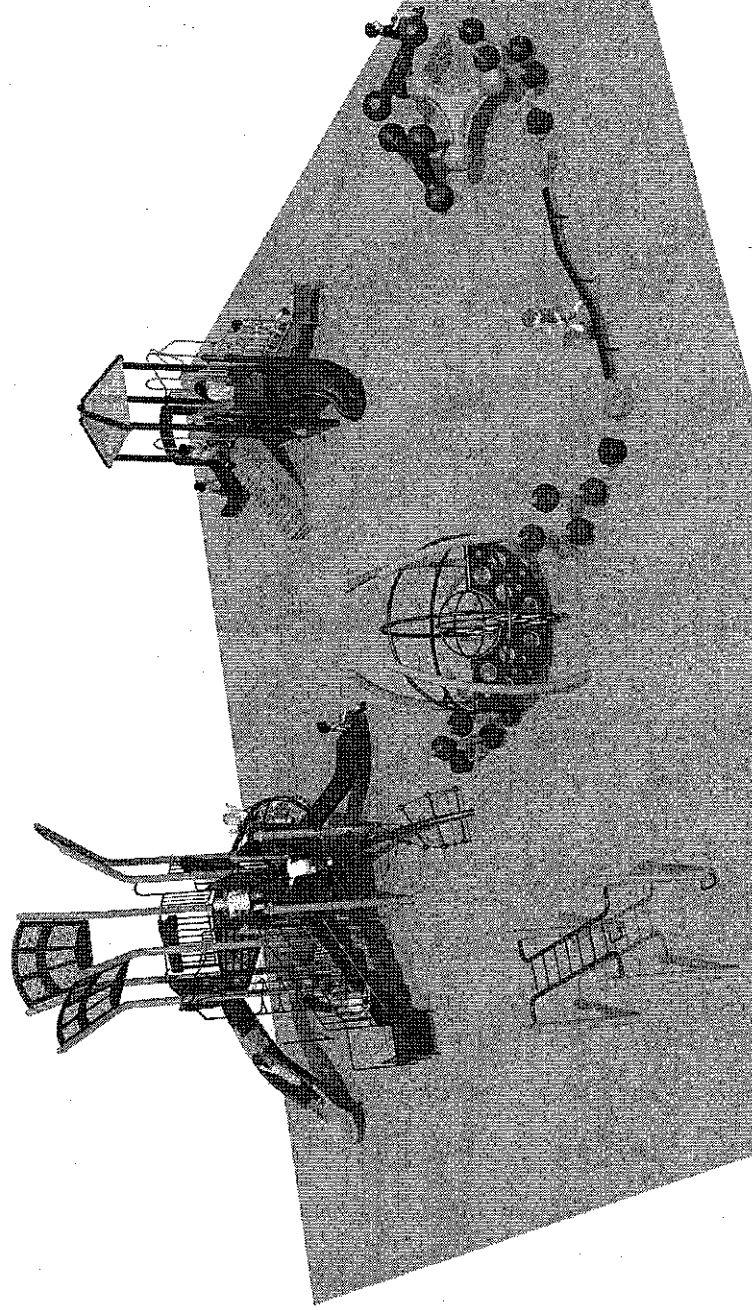


**MALONEY
ELEMENTARY
SCHOOL
PLAYGROUND
IMPROVEMENTS**

233 SOUTH ELM ST
WATERBURY, CT 06706

PROJECT NO.: 180000
DRAWN BY: TD
**PLAYSCAPE
PERSPECTIVE
(NORTH WEST)**

SCALE:
L3.03



KAESTLE BOOS
associates, inc

415 State Street, 7th Floor, New Haven, CT 06510-3086
Phone: 203.333.3333 Fax: 203.333.3333
200 Pine Street, 10th Floor, New Haven, CT 06510-3086
Fax: 203.333.3333

XX
Creative RECREATION
CREATIVE RECREATION, INC.
1000 Main Street, Suite 100
New Haven, CT 06510-3086
Phone: 203.333.3333 Fax: 203.333.3333

ISSUE DATE
DESCRIPTION
DATE
JUL 24, 2015
REVISIONS FOR FINAL
CONSTRUCTION PERIOD

ISSUE
DESCRIPTION
DATE
JUL 24, 2015
REVISIONS FOR FINAL
CONSTRUCTION PERIOD

FOR ALL SUBMITTALS, SYMBOL, LOCATION,
AND REVISIONS MUST BE SUBMITTED

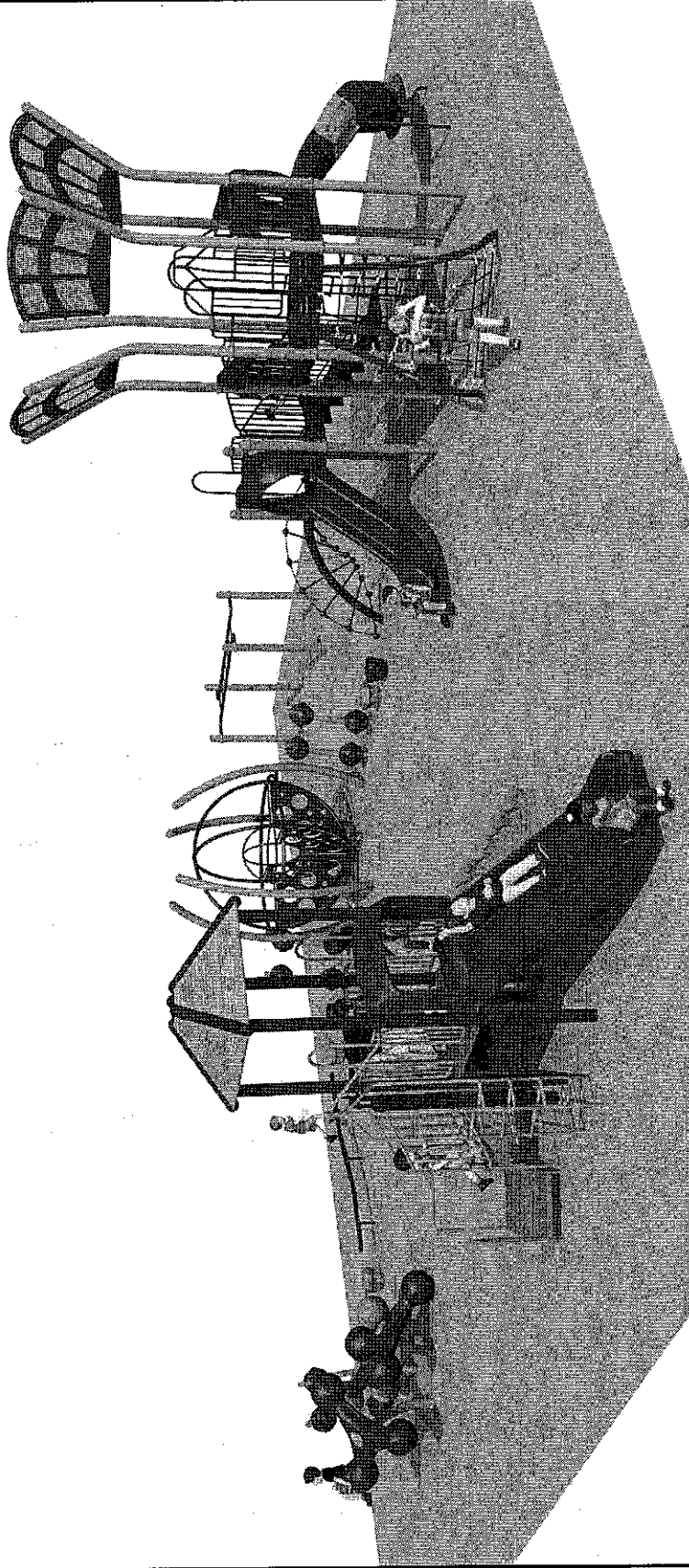


**MALONEY
ELEMENTARY
SCHOOL
PLAYGROUND
IMPROVEMENTS**

233 SOUTH ELM ST
WATERBURY, CT 06706

PROJECT NO. 100000
OWNER NO. 00
**PLAYSCAPE
PERSPECTIVE
(SOUTH EAST)**

DATE: 07/24/15
L3.04



KAESTLE BOOS
associates, inc

115 Elmwood St., Suite 100, West Hartford, CT 06107-2709
Tel: (860) 234-1100 Fax: (860) 234-1101
285 N. Main St., Suite 100, Waterbury, CT 06702
Tel: (203) 339-9999 Fax: (203) 339-9999
E-mail: kaestleboos@comcast.net Web: www.kaestleboos.com

XX
CREATION RECREATION
CREATING THE FUTURE OF PLAY
1000 Main St., Suite 100, Waterbury, CT 06702
Tel: (203) 339-9999 Fax: (203) 339-9999
E-mail: info@creationrecreation.com Web: www.creationrecreation.com

ISSUE DATE

NOVEMBER 2003
DESIGNED FOR BIDDING &
CONSTRUCTION PURPOSES

DATE

NOV 20, 2003

REVISIONS

DATE

NOV 20, 2003

FOR ALL AMENDMENTS, OTHER REVISIONS,
AND GENERAL NOTES SEE SHEET NO. 2.

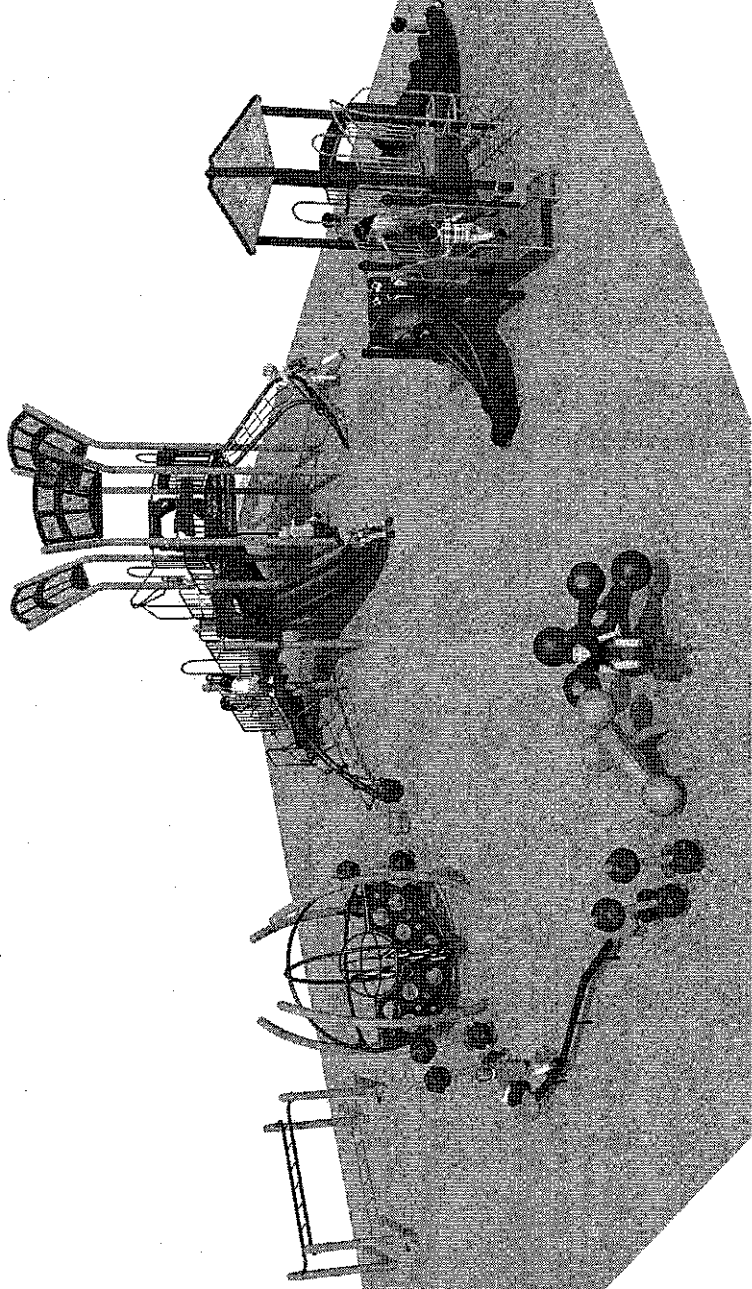


**MALONEY
ELEMENTARY
SCHOOL
PLAYGROUND
IMPROVEMENTS**

233 SOUTH ELIM ST.
WATERBURY, CT 06706

PROJECT NO. 1003
DATE: 11-18-03
**PLAYSCAPE
PERSPECTIVE
(SOUTH WEST)**

SCALE: 1" = 10'
L3.05



MALONEY MAGNET ELEMENTARY SCHOOL
PLAYGROUND EQUIPMENT
WATERBURY, CT

KBA #16026

LIST OF DRAWINGS

COVER SHEET

SS1.01 SITE SURVEY

L1.01 SITE IMPROVEMENTS PLANS

L2.01 PLAYScape ENLARGEMENTS & DETAILS

L3.01 PLAYScape PERSPECTIVE (NORTH)

L3.02 PLAYScape PERSPECTIVE (NORTH WEST)

L3.03 PLAYScape PERSPECTIVE (NORTH WEST)

L3.04 PLAYScape PERSPECTIVE (SOUTH EAST)

L3.05 PLAYScape PERSPECTIVE (SOUTH WEST)

END OF SECTION LOD

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A275ID "General Conditions of the Contract for Furniture, Furnishings and Equipment, 2003 Edition as amended, and Division 01 General Requirements are bound herein, are hereby made a part of this Section, and shall be binding on the Vendor and all sub-vendors who perform this work.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Project information.
 - 2. Work covered by the Contract Documents.
 - 3. Work under other contracts.
 - 4. Use of premises.
 - 5. Owner's occupancy requirements.
 - 6. Work restrictions.
 - 7. Specification formats and conventions.

1.3 PROJECT INFORMATION

- A. Project Identification: Playground Equipment and Poured Play Area Surfacing for Polk Elementary School.
 - 1. Project Location: **Maloney Elementary School, 233 South Elm Street, Waterbury, CT 06706.**
- B. Owner: **Waterbury Board of Education.**
 - 1. Owner's Representative: Raymond Wiley, O&G Industries.
- C. Architect Identification: The Contract Documents, issue dated **September 19, 2016**, were prepared for Project by Kaestle Boos Associates, Inc.

1.4 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. The Work consists of the following:
 - 1. The installation of Playground Equipment and Poured Play Area Surfacing.

1.5 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. Preceding Work: The Site Contractor will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.
 - 1. Preparation of sub-base and removal of existing play structure.
- C. Concurrent Work: Owner has awarded separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
 - 1. N/A
- D. Work to be performed under separate contracts may include, but may not be limited to, the following:
 - 1. Work by Owners Own Forces: The Owner's own employees and service contractors may perform maintenance and service functions to construction, and equipment within the site area.
- E. Cooperate with all separate Contractors as necessary to provide access to the portions of the site involved and to avoid obstruction or interfering with their operations.
 - 1. Communicate and coordinate through the Owners Representative.

1.6 WORK SEQUENCE

- A. General: The Contractor shall provide a detailed construction schedule, to be submitted to the Owner, Architect, and Owner's Representative for review and approval.
 - 1. Tentative Start: October 15, 2016.
 - 2. Substantial Completion: November 31, 2016.

1.7 USE OF PREMISES

- A. General: Each Contractor shall have limited use of premises for installation operations.
- B. Use of Site: Limit use of premises to areas defined by Owner. Do not disturb portions of Project site beyond areas in which the Work is permitted.
 - 1. Owner Occupancy: Allow for Owner occupancy of Project site.

2. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.8 OWNER'S OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner will occupy the premises during the installation period, with the exception of areas under construction. Cooperate with Owner during installation 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, and other adjacent occupied or used facilities. Do not close or obstruct walkways, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than 48 hours' notice to Owner of activities that will affect Owner's operations.

1.9 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed at the site during normal business working hours of **7:00 a.m. to 4:00 p.m.**, Monday through Friday, except otherwise indicated or as approved by the Owner.
 1. Weekend Hours: To be approved by the Owner in advance. Saturdays will be used for weather related make-up days.
 2. Early Morning Hours: Prior to 7:00 a.m., the Construction Manager will advise the Owner on a situational basis.

1.10 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC's "MasterFormat" numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

MALONEY MAGNET ELEMENTARY SCHOOL
PLAYGROUND EQUIPMENT
WATERBURY, CT

KBA #16026

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

- C. In general, the Specifications will describe the "quality" of the work and the Drawings, the "extent" of the work. The Drawings and Specifications are cooperative and supplementary, however, and each item of the work is not necessarily mentioned in both the Drawings and the Specifications. All work necessary to complete the project, so described, is to be included in this Contract.

- D. In case of disagreement between Drawings and Specifications, or within either document itself, the Architect shall construe the Documents to require the better quality or greater quantity of work for the Owner that can reasonably be construed there from. Any work done by the Contractor without consulting the Architect, when the same requires a decision, shall be done at the Contractor's risk.

1.11 CODES, STANDARDS AND PERMITS

- A. All work under this contract shall conform to all codes and standards in effect as of the date of receipt of Bids which are applicable to this Project. All work shall further conform to specific requirements and interpretations of local authorities having jurisdiction over the Project. These Codes, standards, and authorities are referred to collectively as "the governing codes and authorities", and similar terms, throughout the Specifications. Determination of applicable codes and standards and of the authorities having jurisdiction, shall be the responsibility of each Contractor, as shall be the analysis of all such codes and standards in regard to their applicability to the Project for the purposes of determining necessary construction to conform to such code requirements, for securing all approvals and permits necessary to proceed with construction, and to obtain all permits necessary for the Owner to occupy the facilities for their intended use. In the case of conflicts between the requirements of different codes and standards, the most restrictive or stringent requirements shall be met.
- B. The codes that were used in the design of the Project are as follows:

1. Connecticut State Building Code, 2005 Edition, including all referenced standards.
2. National Fire Protection Association (NFPA) codes and standards.

MALONEY MAGNET ELEMENTARY SCHOOL
PLAYGROUND EQUIPMENT
WATERBURY, CT

KBA #16026

3. ADAAG – 1998 Americans with Disabilities Act, Accessibility Guidelines.
4. ICC/ANSI A117.1 – 2003 American National Standard, Accessible and Usable Buildings and Facilities.
5. UFAS – 1988 Uniform Federal Accessibility Standards.

1.12 SOCIAL SECURITY TAXES

- A. The Contractor and each Sub-Contractor shall pay the taxes measured by the wages of all their employees as required by the Federal Social Security Act all amendments thereto, and accept the exclusive liability for said taxes. The Contractor shall also indemnify and hold the Owner, and its respective officers, agents and servants, and the Architect harmless on account of any tax measured by the wages aforesaid of employees of the Contractor and his Sub-Contractors, assessed against the Owner under authority of said law.

1.13 PREVAILING WAGE RATES

- A. Project requirements for the payment of Prevailing Wage Rates.
1. Payment shall be in accordance with the schedules and forms provided in the Project Manual, pursuant to Connecticut General Statutes Section 31-53 (a-h), as amended.
 2. Each Contractor awarded a contract is subject to the provisions of the Connecticut General Statutes Section 31-55a as amended by Public Act 02-69, "An Act Concerning Annual Adjustment to Prevailing Wages."
 3. Each Contractor shall keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the project is employed during each work day and week in such a manner and form as the Labor Commissioner establishes to assure the proper payments due to such employees or employee welfare funds.
 4. Each Contractor shall submit monthly to the Owner a certified payroll which shall consist of a complete copy of such records accompanied by a statement signed by the employer which indicates that such records are correct, and 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, 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, and not than those required by the contract to be paid.
- B. If the bid price for this project falls below the \$100,000 threshold, Prevailing Wage Rates are not required. If the bid price exceeds \$100,000 Prevailing Wage Rates shall apply to this project.

1.14 UNEMPLOYMENT INSURANCE

- A. The Contractor and each Sub-Contractor shall pay unemployment insurance measured by the wages of his employees as required by law and accept the exclusive liability for said contributions. The Contractor shall also indemnify and hold harmless the Owner and the

MALONEY MAGNET ELEMENTARY SCHOOL
PLAYGROUND EQUIPMENT
WATERBURY, CT

KBA #16026

Architect on account of any contribution measured by the wages of aforesaid employees of the Contractor and his Sub-Contractors, assessed against the Owner under authority of law.

1.15 OCCUPATIONAL SAFETY AND HEALTH ACT

- A. The Contractor 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 and said requirements, standards and regulations are incorporated herein by reference.
- B. The Contractor 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 Sub-Contractors; 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 Sub-Contractors failing to so comply.
- C. The Contractor shall indemnify the Owner and Architect and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney's fees incurred by the Owner and Architect by reason of the real or alleged violation of such laws. Ordinances, regulations and directives, Federal, State, and Local, which are currently in effect or which become effective in the future, by the Contractor, his Sub-Contractors or material men.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A275ID "General Conditions of the Contract for Furniture, Furnishings and Equipment, 2003 Edition as amended, and Division 01 General Requirements are bound herein, are hereby made a part of this Section, and shall be binding on the Vendor and all sub-vendors who perform this work.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Invoice shall be accompanied by an Application for Payment 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 Vendor. The period of Work covered by each Application for Payment is the period indicated in the Agreement.
 - 1. In order to expedite monthly payment during the course of the Project, the Vendor shall review with the Architect a preliminary draft of each Application for Payment before final copies of the Application are formally submitted. The draft copy shall be typed and include the application date and application number. The draft copy shall include the total of each column and extension of each row on the Application as if this was the formal submission. The cover sheet shall include the Original Contract Sum and a summary of Changes to the Contract Sum, retainage, and payments to date as if this was the formal submission.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Vendor. Architect will return incomplete applications without action.
 - 1. Include amounts of Change Orders issued before last day of construction period covered by application.

MALONEY MAGNET ELEMENTARY SCHOOL
PLAYGROUND EQUIPMENT
WATERBURY, CT

KBA #16026

- a. List each Change Order at the end of the Schedule of Values. Under each Change Order number, list each Change Order Proposal by number with a brief description of the Work and its value.
- E. Transmittal: Submit five signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from sub-vendors, 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 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 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.
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. 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. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final, liquidated damages settlement statement.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A275ID "General Conditions of the Contract for Furniture, Furnishings and Equipment, 2003 Edition as amended, and Division 01 General Requirements are bound herein, are hereby made a part of this Section, and shall be binding on the Vendor and all sub-vendors who perform this work.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Invoices.
 - 2. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Division 32 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. 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. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of

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the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow two weeks for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow two weeks for review of each resubmittal.
 - a. Resubmittals will be reviewed no more than 2 times at the Owner's expense. Resubmittals which fail to comply with Contract requirements will be reviewed at the Contractor's expense, based on an hourly rate of \$75 per hour, not to exceed \$600 for each subsequent submittal.
 - b. The Owner reserves the right to deduct said reimbursement from the Contractor's application for payment on a monthly basis.
- C. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a stamp approximately 4 by 4 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address 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.
- D. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- E. Additional 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.

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1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- F. Transmittal: Package 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. Drawing number and detail references, as appropriate.
 - j. Transmittal number numbered consecutively.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
 3. Prepare each transmittal separately for the work of a single specification section.
- G. 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 "Approved" or "Approved as Corrected."
- H. 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.
- I. Use for Construction: Use only final submittals with mark indicating "Approved" or "Approved with Corrections" taken by Architect.

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- 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 printed 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 written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Operational range diagrams.
 - g. Mill reports.
 - h. Standard product operation and maintenance manuals.
 - i. Compliance with specified referenced standards.
 - j. Testing by recognized testing agency.
 - k. Application of testing agency labels and seals.
 - l. Notation of coordination requirements.
 - 4. Submit Product Data before or concurrent with Samples.
 - 5. Number of Copies: Submit six copies of Product Data, unless otherwise indicated. Architect will return five copies. Mark up and retain one returned copy as a Project Record Document.
- 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. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.

- l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
3. Number of Copies: Submit six (6) opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit eight copies where copies are required for operation and maintenance manuals. Architect will retain one copy; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit six copies of each submittal, unless otherwise indicated. Architect will return copies marked "Reviewed".
 2. Certificates and Certifications: Provide a notarized 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.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Installer Certificates: Prepare 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.
- D. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- E. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- F. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- G. Material Test Reports: Prepare 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.

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- H. Product Test Reports: Prepare 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.
- I. Research/Evaluation Reports: Prepare 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.
- J. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
- K. Preconstruction Test Reports: Prepare 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.
- L. Compatibility Test Reports: Prepare 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.
- M. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, 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.
- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.

3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service 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.
- R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. 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. 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 taken, as follows:
 1. "Approved": The portion of Work covered by the submittal may proceed provided it complies with the Contract Documents.

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2. "Approved as Corrected": The portion of Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal, and with the Contract Documents.
 3. "Not Approved" or "Revise and Resubmit": Revise or prepare a new submittal in accordance with notations; resubmit. Do not proceed with that portion of the Work covered by the submittal.
- C. Informational Submittals: Architect will review each submittal, mark "Reviewed" or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A275ID "General Conditions of the Contract for Furniture, Furnishings and Equipment, 2003 Edition as amended, and Division 01 General Requirements are bound herein, are hereby made a part of this Section, and shall be binding on the Vendor and all sub-vendors who perform this work.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and 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 SUBMITTALS

- A. Qualification Data: 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.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

- C. Reports: Prepare and submit certified written reports that 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.
- 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.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. 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.
- C. 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.
- D. 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.
- E. 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 548; 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.
- F. 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.
- G. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 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. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. 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.

1. 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.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. **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.
- E. **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.
- F. **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.

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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.
- G. 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.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
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.

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. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A275ID "General Conditions of the Contract for Furniture, Furnishings and Equipment, 2003 Edition as amended, and Division 01 General Requirements are bound herein, are hereby made a part of this Section, and shall be binding on the Vendor and all sub-vendors who perform this work.

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," "approved," "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.

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1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SUBSTITUTION REQUEST**(After the Bidding Phase)**

DATE: _____

Page: 1 of 2

Project: _____ Substitution Request Number: _____

To: _____ From: _____

Re: _____ Date: _____
KBA Project Number: _____
Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No. _____
Installer: _____ Address: _____ Phone: _____
History: ☐ New Product ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old
Differences between proposed substitution and specified product: _____

☐ Point-by-point comparative data attached – REQUIRED BY ARCHITECT

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____
Address: _____ Owner: _____
Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; Explain: _____

Savings to Owner for accepting substitution: _____ (\$ _____)

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

SUBSTITUTION REQUEST
(After the Bidding Phase)

DATE: _____
Page: 2 of 2

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
 - Same warranty will be furnished for proposed substitution as for specified product.
 - Same maintenance service and source of replacement parts, as applicable, is available.
 - Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
 - Cost data as stated above is complete. Claims for addition costs related to accepted substitution which may subsequently become apparent are to be waived.
 - Proposed substitution does not affect dimensions and functional clearances.
 - Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
 - Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all aspects.
-

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

ARCHITECTS'S REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01330.
☐ Substitution approved ad noted - Make submittals in accordance with Specification Section 01330.
☐ Substitution rejected – Use specified materials.
☐ Substitution Request received too late – Use specified materials.

Signed by: _____ Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ Architect ☐ _____

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A275ID "General Conditions of the Contract for Furniture, Furnishings and Equipment, 2003 Edition as amended, and Division 01 General Requirements are bound herein, are hereby made a part of this Section, and shall be binding on the Vendor and all sub-vendors who perform this work.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "References" for applicable industry standards for products specified.
 - 2. Division 32 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased 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, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, 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. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," 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 other named manufacturers.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Form: Tabulate information for each product under the following column headings:

- a. Specification Section number and title.
- b. Generic name used in the Contract Documents.
- c. Proprietary name, model number, and similar designations.
- d. Manufacturer's name and address.
- e. Supplier's name and address.
- f. Installer's name and address.
- g. Projected delivery date or time span of delivery period.
- h. Identification of items that require early submittal approval for scheduled delivery date.

2. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

3. Completed List: Within 90 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.

4. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

B. Substitution Requests: Submit three 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 facsimile of form provided at end of Section.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

- a. Statement indicating why specified material or product cannot be provided.
- 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. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

- 1) Format detailed comparison on letter-size paper with a two-column comparison; the specified product on the left side, the proposed substitution on the right. Include all performance criteria of the specified product regardless if no corresponding data is available for the proposed substitution.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. 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 lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. 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.
 - m. Comply with the specific requirements of the State of Connecticut, Bureau of School Facilities' regulations pertaining to substitutions involving Playground Equipment. Refer to Section 32 88 00.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: As specified in Division 01 Section "Submittal Procedures".
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be 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 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: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft, for approval by the Architect, before final 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 appropriate form properly executed.
 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Warranty Requirements: When work covered by a warranty has failed and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
 1. Upon determination by Architect that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition, in compliance with the Contract Documents.
 2. Remove and replace construction that has been damaged as a result of failed or damaged warranted construction, or must be removed and replaced to provide access for correction of warranted construction.
- D. List of Warranties: Provide warranties for products and installations as specified, including but not limited to the following:
 1. Playground Equipment: Division 32 Section "Playground Equipment."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that 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. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or approved equal," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. 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:
 1. 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.
 2. Requested substitution does not require extensive revisions to the Contract Documents.

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3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one 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.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product 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:
1. Evidence that the proposed product does not require extensive 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

3.1 FORMS

- A. The following form referenced in this Section is attached:

1. Substitution Request Form, 2 pages.

END OF SECTION 01 60 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A275ID "General Conditions of the Contract for Furniture, Furnishings and Equipment, 2003 Edition as amended, and Division 01 General Requirements are bound herein, are hereby made a part of this Section, and shall be binding on the Vendor and all sub-vendors who perform this work.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. General installation of products.
 - 2. Coordination of Owner-installed products.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer 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. Examine utility systems to verify actual locations before equipment installation.
 - 3. Examine site for suitable conditions where products and systems are to be installed.
 - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. 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.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations.

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.
- 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. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for 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.

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- 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.
 - 1. All paint used on products to comply with federal regulations controlling the use of volatile organic components. (VOCs).

3.4 OWNER-INSTALLED PRODUCTS

- A. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.5 PROGRESS CLEANING

- A. General: Clean Project work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. 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 materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- 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.

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- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. 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.
- H. 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.

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 operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Replace damaged and malfunctioning equipment.
- D. Manufacturer's Field Service: Factory-authorized service representative is required to inspect field-assembled components and equipment installation.

3.7 PROTECTION OF INSTALLED PRODUCTS

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

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- E. Remove and replace chipped, scratched, and broken surfaces.

END OF SECTION 01 73 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A275ID "General Conditions of the Contract for Furniture, Furnishings and Equipment, 2003 Edition as amended, and Division 01 General Requirements are bound herein, are hereby made a part of this Section, and shall be binding on the Vendor and all sub-vendors who perform this work.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Operation manuals for equipment.
 - 3. Maintenance manuals for the care and maintenance of products, materials, and finishes, and equipment.

1.3 SUBMITTALS

- A. Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.4 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

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 equipment.
 - 3. Table of contents.
- B. 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.

- C. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

2.2 MANUALS, GENERAL

- 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: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. 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 volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-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 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, including Specification Section number. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. 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 diskettes 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 PRODUCT MAINTENANCE MANUAL

- 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.
- 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.

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2.4 EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each piece of equipment, 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 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.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed 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. Precautions against improper maintenance.
 - 3. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 4. Aligning, adjusting, and checking instructions.
 - 5. Demonstration and training videotape, if available.
- E. 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.
- F. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

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- 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 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 flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

END OF SECTION 01 78 23

SECTION 32 18 16.01 – POURED PLAY AREA SURFACING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A275ID “General Conditions of the Contract for Furniture, Furnishings and Equipment, 2003 Edition as amended, and Division 01 General Requirements are bound herein, are hereby made a part of this Section, and shall be binding on the Vendor and all sub-vendors who perform this work.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Installation of a geotextile fabric over a prepared processed aggregate base.
 - 2. Installation of a porous, synthetic safety surface system.

1.3 PERFORMANCE REQUIREMENTS

- A. All material specified and installed under this Section must comply with:
 - 1. Handbook for Public Playground safety (Publication No. 325, April, 2008) of the U.S. Consumer Product Safety Commission as referenced by the Connecticut Department of Consumer Protection.
 - 2. The Americans with Disabilities Act Accessibility Guidelines For Play Areas – October 15, 2000, Final Rule.
 - 3. ASTM F 1591, Provisional Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
 - 4. ASTM F 1292, Standard Specification for Impact Attenuation of Accessible Surfacing Systems Under and Around Playground Equipment.

1.4 SUBMITTALS

- A. Manufacturer literature and sample indicating conformance with project requirements.
- B. Written warranties for safety surfacing, including manufacturer’s certification of compliance with ASTM F-1292 and mandated shock absorbance for specified equipment.
- C. Written certification from the manufacturer and/or installation contractor, stating that the material, volume and configuration of the surface system installed at this specific location, (specific project must be mentioned in the letter) complies with the ASTM sections referenced in the Performance Requirements above.

1.5 QUALITY ASSURANCE

- A. Installer of surfacing systems to be approved by surfacing manufacturer and Owner.

1.6 WARRANTY

- A. Furnish manufacturer's standard written limited warranty covering compliance with HPPS guidelines per ASTM F355-86 for a period of 8 years.

PART 2 – PRODUCTS

2.1 RESILIENT SAFETY SURFACE

- A. The impact-attenuating, resilient safety surface shall be resilient water permeable, synthetic rubber playground safety system comprised of polyurethane binders, processed rubber particles, and EPDM rubber granules installed over a suitable base at compacted thickness of 3-7/8 inches to comply with the latest Consumer Products Safety Commission guidelines.
- B. The rubber granules for the cushion base mat shall be processed SBR rubber buffings 6-16 mesh size, containing less than 4% dust and have a density of 1.13 – 0.05. The rubber shall be packed in suitable bags to protect the rubber from moisture during transportation and handling.
- C. The colored rubber granules for the top layer shall be EPDM peroxide cured, man made rubber containing a minimum 20 percent EPDM and having a density of 1.50 – 0.05 and chopped to a 1-3 mm size. The EPDM rubber granules shall be protected from moisture as described above.
- D. Binder for the Surface System shall be an MDI based one component, polyurethane binding agent. The binding agent shall not have a free TDI monomer level above 0.8 percent, must be clear in color, not milky, and must be solvent free. The binding agent shall be specially formulated for compatibility with SBR and EPDM rubber granules. Specific gravity for the binder shall be 1.07 – 0.03.
- E. Mixture Compositions:
1. Job Mix Formulas shall be as follows:
 - a. Black SBR Cushion Base
 - SBR Rubber particles 84 percent by weight
 - Polyurethane Binder 16 percent by weight
 - b. Colored EPDM Top Layer
 - EPDM Rubber Granules 1-3 mm 80 percent by weight
 - Polyurethane Binder 20 percent by weight
- F. Sub-base shall be a processed aggregate as specified under Section "Earth Moving" of these Specifications, installation by others.

- G. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:

1. Grab Tensile Strength: 200 lbf; ASTM D 4632.
2. Tear Strength: 75 lbf; ASTM D 4533.
3. Puncture Resistance: 90 lbf; ASTM D 4833.
4. Water Flow Rate: 4 gpm per sq. ft.; ASTM D 4491.
5. Apparent Opening Size: No. 30; ASTM D 4751.

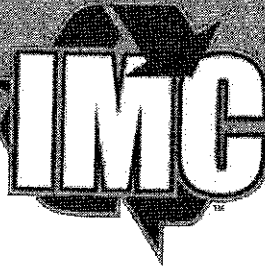
PART 3 – EXECUTION

3.1 GENERAL

- A. Coordinate the installation of the geotextile fabric and synthetic safety surface system with Site Contractor's installation of the edging system, underdrains and processed aggregate base. Verify that base system meets with required grades for installation of improvements under this section of the Specifications. Should a conflict exist, notify the Architect immediately for remediation of any discrepancies prior to proceeding with improvements.
- B. Insure that at a minimum, play equipment support posts have been installed, cured, and that base material has been backfilled, graded and compacted, prior to installation of improvements.

3.2 RESILIENT SAFETY SURFACE

- A. For products manufactured for the purpose of safety surfacing, a statement signed by an official authorized to certify on behalf of the manufacturer, attesting that the installed surfacing meets the requirements of ASTM F 1292 for a head-first fall from the highest accessible portion of specified playground equipment. The statement shall be dated after the award of the Contract, shall state the Contractor's name, address and telephone number of the testing company, the date of the test, and the test results. Regardless of the installer, the statement shall also attest that the installation complies with manufacturer's instructions and specifications.
- B. Resilient surface shall be installed over the geotextile fabric and a processed aggregate base as detailed on the Drawings.
- C. Process Aggregate base shall be covered with the geotextile fabric by the surface installation contractor. All seams shall overlap a minimum of six inches and be adhered per manufacturer's instructions.
- D. The shredded SRB rubber and polyurethane binder shall be blended together at a ratio of 84/16 in a mechanical mortar mixer until all particles of the rubber are coated with binder. The blended materials shall then be spread onto the prepared base and leveled to the proper elevation using gauge bars equal to the required thickness. After the material



International Mulch Company

Product Specification for Rubberific Timbers

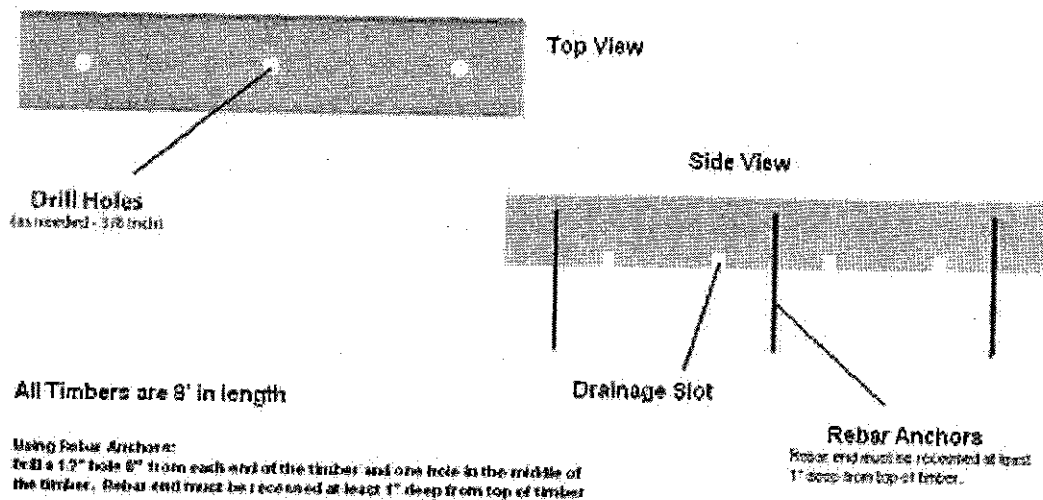
Sizes and weights:

4"Wx4"Hx8'L (35lb)

4"Wx6"Hx8'L (50lb)

6"Wx6"Hx8'L (75lb)

6"Wx8"Hx8'L (100LB)

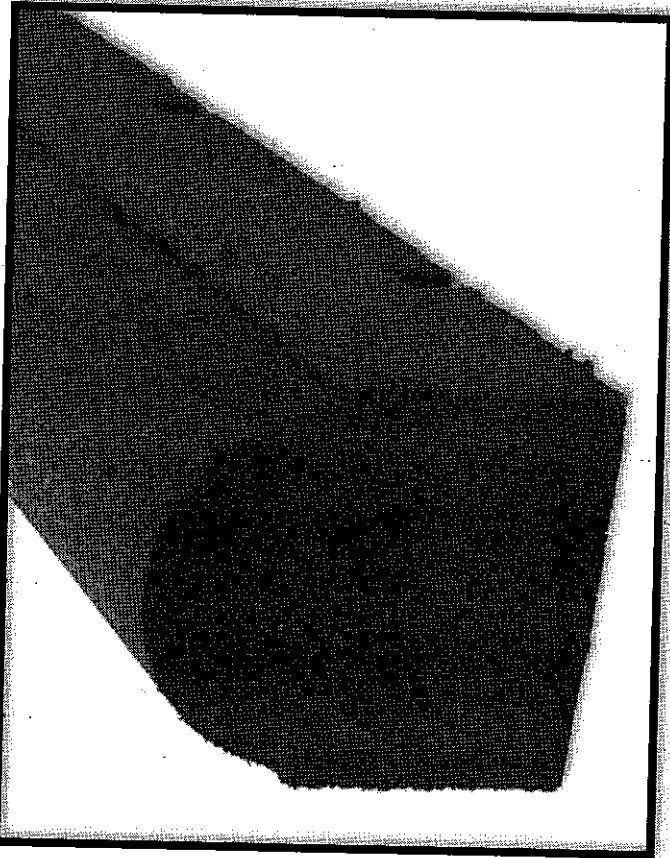
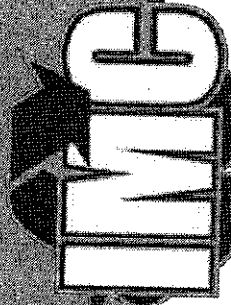


International Mulch Company • 182 Northwest Industrial Ct. • Bridgeton, MO 63044

www.internationalmulch.com

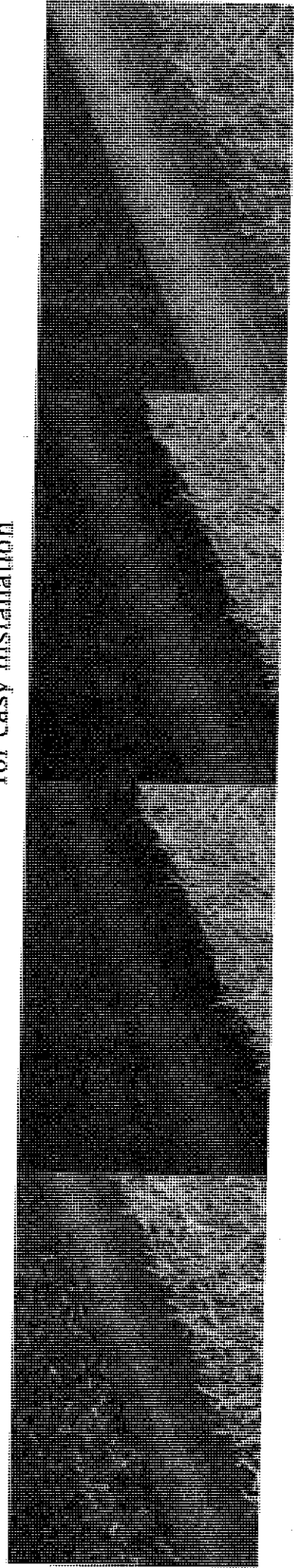
Rubberific®

TIMBERS



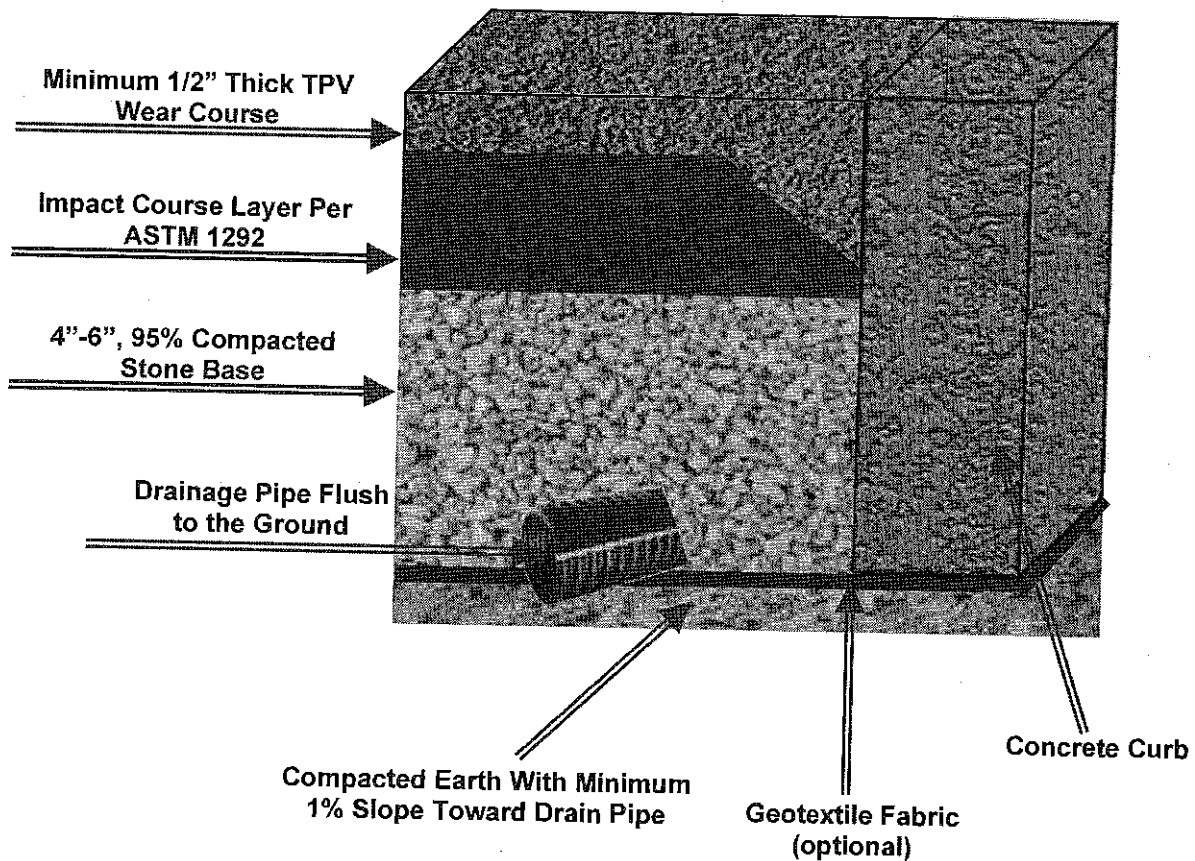
Rubberific Timbers are the latest border system for landscaping and playgrounds.

- Designed with engineered drainage ports so water does not pool in flower beds or playgrounds
- Looks great with no maintenance for years to come
- Matches or compliments Rubberific Mulch or NuPlay groundcovers
- Made from 100% recycled rubber
- Easy to install
- Available in Earthtone, Redwood, Forest Green and Classic Black
- Available in 4", 6", and 8" heights
- All sizes are 8 foot long sections
- Each timber includes 3 17 inch rebar spikes for easy installation





POURED IN PLACE FLUSH MOUNT TO WALL OR CURB



- This drawing is not to scale.
- Impact layer is based on CFH (critical fall height) of play equipment.
- Rubber surfacing corresponds to slope of sub-grade.
- Sufficient cure time must be allowed for sub-base

DuraTurf®

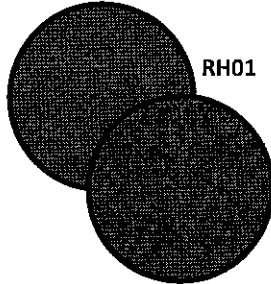


CRITICAL FALL
HEIGHTS (CFH)

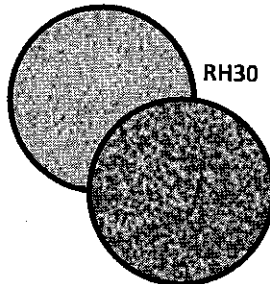
ASTM THICKNESS
REQUIREMENTS FOR
CFH

PIP COLOR PALETTE

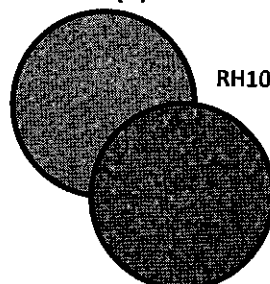
RED (S)



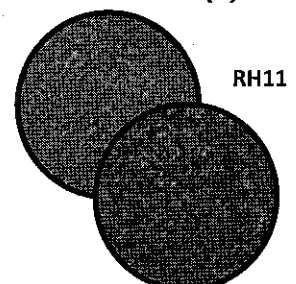
BEIGE (S)



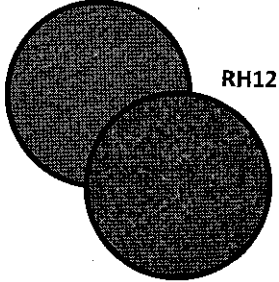
GREEN (S)



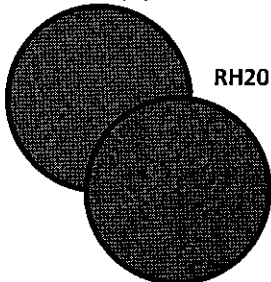
BRIGHT GREEN (S)



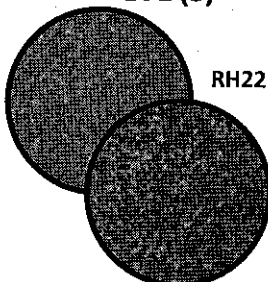
DARK GREEN (S)



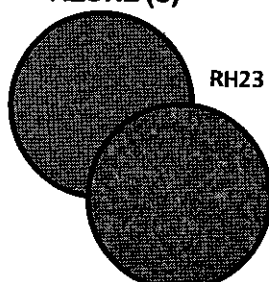
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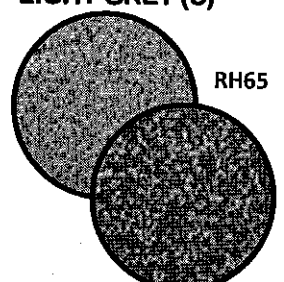
LIGHT BLUE (S)



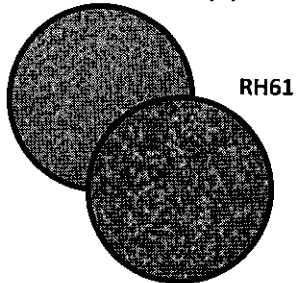
AZURE (S)



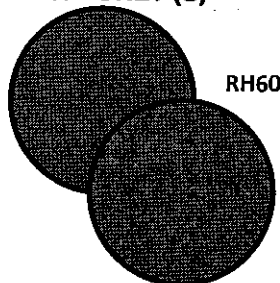
LIGHT GREY (S)



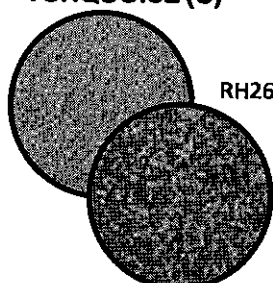
MEDIUM GREY (S)



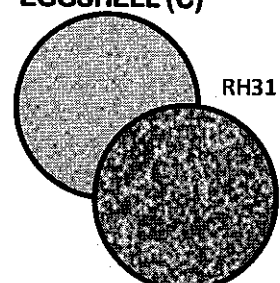
DARK GREY (S)



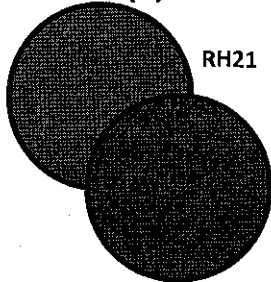
TURQUOISE (C)



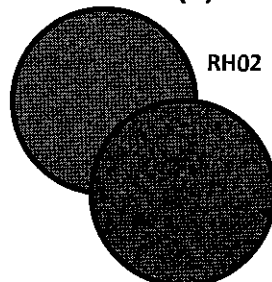
EGGSHELL (C)



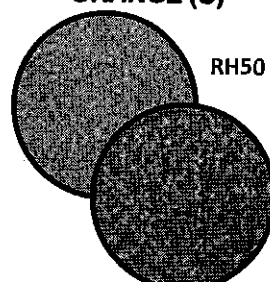
PURPLE (C)



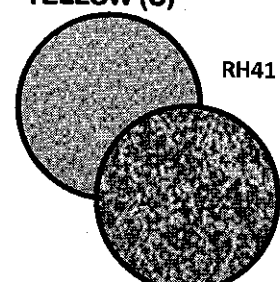
BRIGHT RED (C)



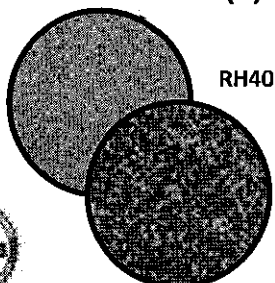
ORANGE (C)



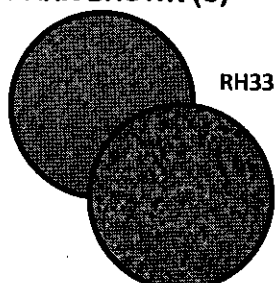
YELLOW (C)



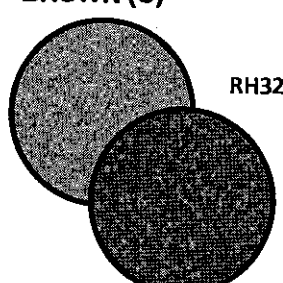
EARTH YELLOW (C)



DARK BROWN (C)



BROWN (C)



(S) Standard Color - (C) Custom Color

Disclaimer: Colors shown are a close representation of our product. Please be advised that the actual colors

SECTION 32 88 00 - PLAYGROUND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A275ID "General Conditions of the Contract for Furniture, Furnishings and Equipment, 2003 Edition as amended, and Division 01 General Requirements are bound herein, are hereby made a part of this Section, and shall be binding on the Vendor and all sub-vendors who perform this work.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Composite playground equipment.
- B. Related Sections include the following:
 - 1. Division 32 Section "Poured Play Area Surfacing".

1.3 DEFINITIONS

- A. Fall Height: According to ASTM F 1487, "the vertical distance between a designated play surface and the protective surfacing beneath it."
- B. HDPE: High-density polyethylene.
- C. IPEMA: International Play Equipment Manufacturers Association.
- D. LLDPE: Linear low-density polyethylene.
- E. MDPE: Medium-density polyethylene.
- F. Use Zone: According to ASTM F 1487-07, "the area beneath and immediately adjacent to a play structure that is designated for unrestricted circulation around the equipment and on whose surface it is predicted that a user would land when falling from or exiting the equipment."

1.4 PERFORMANCE REQUIREMENTS

- A. All equipment specified and installed under this Section must comply with:
 - 1. Public Playground Safety Handbook (Publication No. 325, April, 2008) of the U.S. Consumer Product Safety Commission as referenced by the Connecticut Department of Consumer Protection.

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2. "The American with Disabilities Act Accessibility Guidelines for Play Areas, October 18, 2000, Final Rule".
3. ASTM F-1487-07, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

1.5 SUBMITTALS

- A. Shop Drawings: Contractor shall provide fully dimensioned manufacturer's shop drawings detailing specified product and confirming anchoring system. The shop drawings must clearly identify the accessible route through the elevated play components as well as all dimensions.
- B. Contractor and Manufacturer shall certify in writing that all equipment meets current standards of the Handbook for Public Playground Safety; ADAAG; ASTM F-1487-07.
- C. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 1. Extent of surface systems and use zones for equipment.
 2. Critical heights for playground surface, or fall heights for equipment.
- D. Samples for Initial Selection: For each type of playground equipment and structure indicated.
 1. Manufacturer's color charts.
- E. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
 1. Posts and Rails: Not less than 6 inches long.
 2. Platforms: Not less than 6 inches square.
 3. Molded Plastic: Not less than 3 inches square.
- F. Product Certificates: For each type of playground equipment, signed by product manufacturer.
- G. Installer Certificates: Signed by manufacturers certifying that installers comply with requirements.
- H. Qualification Data: For Installer.
- I. Material Certificates: For the following items, signed by manufacturers:
 1. Shop finishes.
 2. Recycled plastic.
- J. Maintenance Data: For playground equipment and finishes to include in maintenance manuals.
- K. Warranty: Special warranty specified in this Section.

1.6 JOB CONDITIONS

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- A. Coordinate/Schedule play equipment installation with play surfacing system. Prevent play equipment use until complete surfacing system is in place and project is accepted by Owner.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Manufacturer Qualifications: A firm whose playground equipment components have been certified by IPEMA's third-party product certification service.
 - 1. Provide playground equipment and play structure components bearing the IPEMA Certification Seal.
- C. Testing Agency Qualifications: An independent agency qualified according to ANSI Z34.1 for testing indicated.
- D. Safety Standards: Provide playground equipment complying with or exceeding requirements in the following:
 - 1. ASTM F 1487.
 - 2. CPSC No. 325.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of playground equipment that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures.
 - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The materials and equipment shall be provided by a manufacturer regularly engaged in the manufacture of playground equipment.

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- B. Each of the composite play structures consists of an interconnected assembly of various components whose specifications follow. Refer to the Drawings for item quantities and interconnections.
- C. All play equipment must provide accessibility to individuals with physical challenges and shall meet the requirements of USCPSC-01 and ASTM F-1487.

2.2 MANUFACTURERS

- A. Basis of Design Products: The playground equipment specified herein is referenced to models produced by **Miracle Recreation, as distributed by Creative Recreation, LLC of West Hartford, CT.**
 - 1. Contractors may propose the substitution of equipment manufactured by other firms, in accordance with Division 01 Section "Product Requirements."
 - 2. Proposed substitutions must be submitted with complete drawings and data indicating compliance with the "Handbook for Public Playground Safety" and "The Americans with Disabilities Act Accessibility Guidelines for Play Areas, October 18, 2000, Final Rule". The submission must also comply with all requirements of the State of Connecticut, Department of Education, Bureau of School Facilities, "Construction Document Guidelines for School Districts and Design Professionals" dated 01-23-09. The proposed substitution must offer substantially the same play opportunities as the equipment shown on the Contract Documents, and must fit within the Fall Zones shown on the site plans of the Construction Documents.
 - 3. Initial submission of any proposed substitution shall be to the Architect for review and acceptance of the equality of play opportunities and equipment.
 - 4. Regardless of the length of time required for this additional review process, the date of Substantial Completion must be met.
- B. Manufacturers: Subject to compliance with project requirements, provide the named products or comparable by one of the following:
 - 1. BCI Burke Company, LLC.
 - 2. GameTime, Inc
 - 3. Columbia Cascade Company.
 - 4. Kidstuff Playsystems, LLC.
 - 5. Landscape Structures, Inc.
 - 6. Little Tikes Commercial Play Systems, Inc.
 - 7. Miracle Recreation Equipment Co., a division of PlayPower, Inc.
 - 8. Park Structures, a PlayCore Company.

2.3 MATERIALS

- A. Playscape
 - 1. Uprights shall be 5 inch outside diameter, 11 gauge galvanized round tubing manufactured to ASTM A-500 Grade "B" tolerances. Minimum yield strength shall be 50,000 psi; minimum tensile strength shall be 55,000 psi. Exterior surface shall be hot-dipped galvanized and chromate conversion coated, with a clear high performance

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- organic polymer applied. Inside shall be coated with zinc rich primer. All coatings shall be applied after welding. All upright posts shall have a finished grade line marking to indicate correct playground safety surface level. All posts shall be coated with a custom formula polyester powder coating.
2. Upright caps shall be aluminum, cast from a 383 alloy and powder coated to match upright posts. All caps shall be permanently installed using aluminum self-sealing rivets.
 3. Punched Steel Decks shall be fabricated from 11 gauge punched steel with a protective coating. Coating shall be oven cured matte finish PVC with a minimum thickness of 0.080 inches. Finished punched hole diameter shall be ¼ inch.
 4. This structure shall incorporate the following elements:
 - a) Turning Bar
 - b) Swivel Meister
 - c) Cargo Net Wall
 - d) Crunch Bar
 - e) Overhead Ladder Access Package
 - f) Sky Wheel
 - g) Challenge Canyon Bridge
 - h) Horizontal Ladder
 - i) Two Shingle Roofs
 - j) Curved Zip Slide
 - k) Mini-Arch Bridge with Barrier Rail
 - l) Rung Access Ladder
 - m) "S" Horizontal Loop Ladder
 - n) Funnel Bridge
 - o) Rung Enclosure with Thunder Ring
 - p) Slate Roof
 - q) Zip Slide with Gizmo
 - r) Wilderslide
 - s) Single Seat
 - t) Rung Enclosures
 - u) Two Stepped Platforms
 - v) Tunnel Up
 - w) Access Attachment
 - x) Transfer Station
 - y) Wavy Tree Climber
 - z) Wishbone Slide
 - aa) Arch Bridge
 - bb) Spiny Arch Climber
 - cc) N/A
 - dd) School Age Playground Safety Sign

2.4 PLAYGROUND EQUIPMENT FABRICATION

- A. Assemble items in the shop 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.

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- B. Metal Frame: Fabricate main-frame upright support posts from metal pipe or tubing with cross-section profile and dimensions as indicated. Form metal to required shapes and sizes, true to line and level with true curves and accurate angles and surfaces. Finish exposed surfaces to smooth, sharp, well-defined lines and arris.
- C. Provide necessary rebates, lugs, and brackets to assemble units and to attach to other work. Cut, reinforce, drill, and tap to receive finish hardware, screws, and similar items, unless otherwise indicated.
- D. Provide castings that are sound and free of warp, cracks, blowholes, or other defects that impair strength or appearance. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks.
- E. Composite Frame: Fabricate main-frame upright support posts from metal and plastic with profile and dimensions as indicated. Fabricate secondary frame members, bracing, and connections from either steel or aluminum.
- F. Play Surfaces: Provide manufacturer's standard elevated drainable decks, platforms, landings, walkways, ramps, and similar transitional play surfaces, designed to withstand loads; fabricated from perforated metal made into floor units with slip-slip-resistant foot surfaces. Fabricate units in manufacturer's standard modular sizes and shapes to form assembled play surfaces indicated.
- G. Elevated Play Surfaces: Guardrails or protective barriers completely surround elevated play surface except for access openings, if play-surface heights above protective surfacing exceed the following for use by age group indicated:
 - 1. Elevated surface greater than 30 inches intended for use by children aged 5 through 12.
- H. Stepped Play Surfaces: Provide manufacturer's standard infill between stepped platforms according to referenced standards.
- I. Protective Barriers and Guardrails: Fabricate according to ASTM F 1487 and as follows:
 - 1. Welded metal pipe or tubing with vertical bars.
 - 2. Steel sheet with openings for vision and ventilation.
 - 3. Welded metal-pipe or -tubing frame with woven wire mesh infill panels.
 - 4. Plastic panels with openings.
- J. Handrails: Welded metal pipe or tubing. Provide handrails at height for use by age group indicated below:
 - 1. Ages: Between 5 and 12 years.
 - 2. Height of Top Surface: 38 inches intended for use by children aged 5 through 12.
 - 3. Close exposed ends of handrails with returns with clearance of 1/4 inch or less.
- K. Roofs and Canopies: Manufacturer's standard.
- L. Signs: Manufacturer's standard sign panels, fabricated from opaque plastic with graphics molded in, attached to upright support posts.

2.5 COMPOSITE PLAYGROUND EQUIPMENT

A. General

1. Composite Structures: Configuration of the composition structure shall not allow two play events to exit from the same side of a composite play structure, creating side-by-side or adjacent play events.
2. Protective Barrier (Safety Panel): Protective barriers shall be configured to completely surround the elevated platform except for entrance and exit openings required for each event. Protective barriers shall minimize the likelihood of climbing and shall be free of entrapments.
3. Use zones shall extend a minimum of 6 feet in all directions from the perimeter of the equipment. The use zone at the end of slides shall be a minimum length equal to 4 feet, plus the vertical distance from the protective surface at the exit to the highest point of the slide.
4. Layout, design, installation, maintenance and materials of the play components shall be appropriate to school-age children. These elements must comply with Section 5 of the PPSH.
5. There shall be no sharp points, corners or edges or any components that could cut or puncture a child's skin. The exposed open ends of all tubing not resting on the ground or otherwise covered, shall be covered by caps or plugs that cannot be removed without tools. Protrusions should not be capable of entangling children's clothing.
6. All openings in play equipment must have dimensions between any interior opposing surfaces that are less than 3.5 inches, or greater than 9 inches. The angle of any vertex joined by adjacent components must be greater than 55 degrees, unless the lower leg is horizontal or projects downward.
7. Stairways and ladders must conform to the recommended dimensions of Table 6, in the PPSH. Diameter of railings and rungs must be between 0.95 and 1.55 inches. The preferred diameter is 1.25 inches.
8. Handrails shall be provided on both sides of all stairways and stepladders. Vertical distance between the top front of a step and the top surface of the handrail above it shall be between 22 and 38 inches. The diameter of the handrail must be between 0.95 and 1.55 inches. The preferred diameter is 1.25 inches.
9. Platforms, guardrails and protective barriers shall conform to Sections 5.1.2 and 5.1.3 of PPSH. All platforms shall be within two percent of horizontal with openings to provide drainage. Guardrails or protective barriers must be provided on platforms, walkways, landings and transitional surfaces that are elevated more than 30 inches above the protective surfacing. Platforms over 48 inches above the protective surfacing must have protective barriers. The top edge of guardrails and protective barriers shall be 38 inches above the platform. Guardrails and barriers must be designed to prevent inadvertent or unintentional falls from platforms, should not facilitate climbing and must preclude entrapment.

2.6 CAST-IN-PLACE CONCRETE

- A. Concrete Materials and Properties: Comply with American Concrete Institute Guidelines to produce normal-weight air-entrained concrete with a minimum 28-day compressive strength of 3,500 psi, 3.5-inch slump, and 3/4-inch maximum-size aggregate.

MALONEY MAGNET ELEMENTARY SCHOOL
PLAYGROUND EQUIPMENT
WATERBURY, CT
PART 3 - EXECUTION

KBA #16026

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, site surface and subgrade drainage, and other conditions affecting performance.
 - 1. Do not begin installation before final grading required for placing protective surfacing is completed, unless otherwise permitted by Architect.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Verify locations of playground perimeter and pathways. Verify that playground layout and equipment locations comply with requirements for each type and component of equipment.

3.3 INSTALLATION, GENERAL

- A. General: Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Anchor playground equipment securely, positioned at locations and elevations indicated.
 - 1. Maximum Equipment Height: Coordinate installed heights of equipment and components with finished elevations of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.
- B. Post and Footing Excavation: Excavate holes for posts and footings as indicated in firm, undisturbed or compacted subgrade soil.
- C. Post Set on Subgrade: Level bearing surfaces with drainage fill to required elevation.
- D. Post Set with Concrete Footing: Comply with ACI 301 for measuring, batching, mixing, transporting, forming, and placing concrete.
 - 1. Set equipment posts in concrete footing. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at the correct angle, alignment, height, and spacing.
 - a. Place concrete around posts and vibrate or tamp for consolidation. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
 - 2. Embedded Items: Use setting drawings and manufacturer's written instructions to ensure correct installation of anchorages for equipment.
 - 3. Concrete Footings: Minimum footing dimensions 12" diameter x 42" depth. Hold top of footing 12" below finish grade of safety surfacing; sloped to drain.

MALONEY MAGNET ELEMENTARY SCHOOL
PLAYGROUND EQUIPMENT
WATERBURY, CT

KBA #16026

3.4 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. Arrange for playground equipment manufacturer's technical personnel to inspect playground and playground equipment and components during installation and at final completion, to certify compliance with manufacturer's installation requirements.
- C. Owner shall make arrangements to have an inspection by an independent Certified Playground Inspector to certify that equipment and installation are in compliance with ASTM F-1487 and PPSH No. 325 regulations. Any discrepancies found by the inspection report shall be corrected by the equipment installer at no cost to the Owner.
- D. Coordinate all installation with application of play area safety surfacing.
- E. Prohibit use of play equipment until final acceptance of project by Owner.

3.5 PROTECTION/CLEAN UP

- A. Protect until acceptance of the project. Replace or refinish the surfaces if damaged prior to acceptance.
- B. Clean up all debris from equipment installation procedures.

END OF SECTION 32 88 00



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

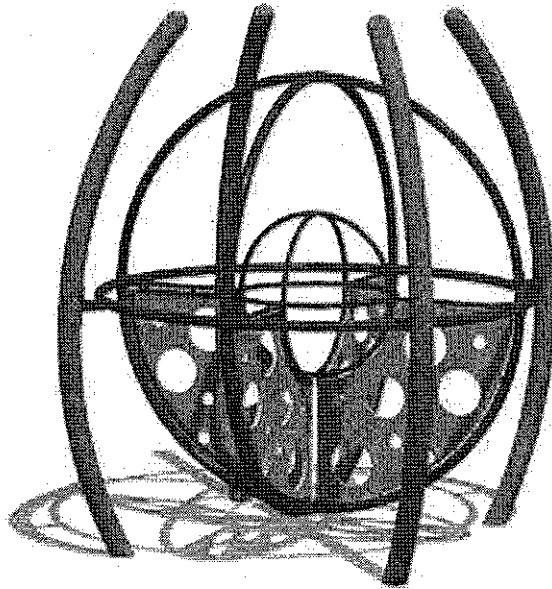
July 12, 2012

Rev. B

Nexus® OrbX® Climber

466-500

OrbX Climber



OrbX Climber

Nexus® OrbX® Climber

<u>MODEL #</u>	<u>PRODUCT</u>	<u>PROTECTIVE AREA</u>	<u>GROUND SPACE</u>	<u>CONCRETE</u>
466-500	OrbX Climber	22'-6" x 22'-6"	10' x 10'	1.46 cu. yds.

DESCRIPTION

This model shall be a freestanding climbing challenge assembly comprising four 5" Velocity posts attached to curved outer rungs, side rails, and an inner globe with attached bubble-type climbing panels.

MATERIALS

Post: The post shall be constructed of 5" tubing.

OrbX Climber: Climber shall comprise curved side rails, outer rungs and an inner climbing globe. Side rails shall comprise an attachment bracket and post saddle brackets of 7 ga. sheet, outer brackets and 8' diameter side rail of 2" pipe, and post attachment saddle brackets of 1/4 plate steel. Outer rungs shall comprise an attachment bracket and attachment plate of 7 ga. sheet, post attachment saddle brackets of 1/4 plate steel, and an 8' diameter side rail of 2" pipe (outer rung p/n 993419 shall not include attachment bracket). Inner globe shall comprise attachment brackets and an inner rung of 1" pipe, Gator Grip, and 7 ga. sheet Mira-Lene attachment brackets.

Panels: Curved panels shall be constructed of Mira-Lene.

Versalok Fasteners: All Versalok Fasteners shall be aluminum alloy.

Fasteners: All fastening hardware shall be Fastener Style A.

Finishes: The post, inner globe, and Versalok Fasteners shall be finished in Mira-Cote. The panels shall be finished in Mira-Lene.

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items.



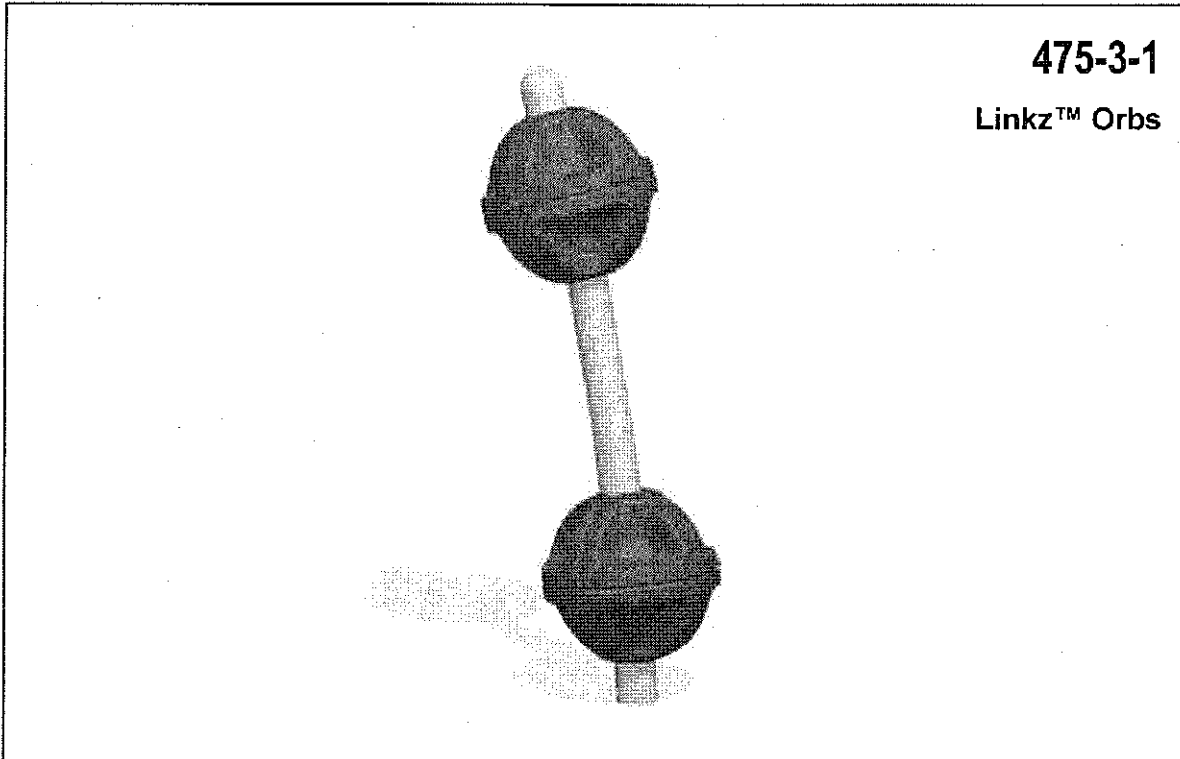
Product Specifications

December 5, 2012

Rev. A

MIRACLE
RECREATION EQUIPMENT COMPANY

Linkz™ Orbs



475-3-1

Linkz™ Orbs

Linkz Orbs

<u>MODEL #</u>	<u>PRODUCT</u>	<u>GROUND SPACE</u>	<u>PROTECTIVE AREA</u>	<u>CONCRETE</u>
475-3-1	Linkz Orbs	1'-11" x 1'-3" x 4'	13'-10" Dia.	0.20 cu. yds.

DESCRIPTION

Linkz Orbs is a freestanding climbing challenge featuring 2 rotomolded orbs.

MATERIALS

- Orbs:** Orbs shall be constructed of Rockite and shall have a 15" OD.
- Post:** Post shall be constructed of 3-1/2" OD x 11 ga., galvanized tube. Post shall measure 96" in height, with 63" centerline, 20° arc.
- Fasteners:** All fastening hardware shall be Fastener Style A.
- Finishes:** Post shall be finished in Mira-Cote.

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items.

475-3-1



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RECREATION EQUIPMENT COMPANY

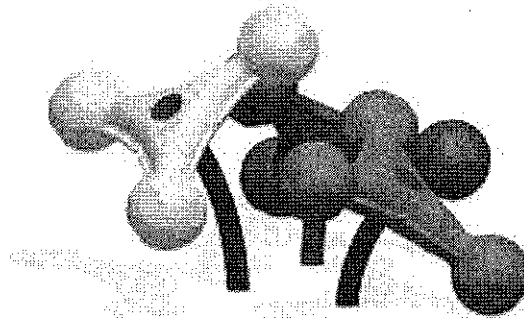
Product Specifications

December 15, 2011

Rev. C

Physics™

JAX® Pack - Three



477-003
JAX Pack - Three

<u>MODEL #</u>	<u>PRODUCT</u>	<u>GROUND SPACE</u>	<u>PROTECTIVE AREA</u>	<u>CONCRETE</u>
477-003	JAX Pack - Three	9'-7" x 9'-3"	22'-1" x 21'-10"	0.59 cu. yds.

DESCRIPTION

JAX Pack features 3 "jacks" shaped, rotomolded pieces on curved posts of varying heights, creating a challenging climber.

MATERIALS

- JAX Body:** JAX body shall be a rotomolded piece measuring 63" in greatest width and 18" in greatest height. One solid piece, JAX shall feature a triangular body that flows into 3 spheres, each 18" in diameter.
- Posts:** Posts shall be constructed of 5" tube. There shall be 2 different post heights: one 95-7/8" post with a 60" radius bent through 44° and two 81-1/16" post with a 40" radius bent through 42°. All posts shall have predrilled holes for support assembly attachment.
- Support Assy:** Support assembly shall consist of a support plate, support straps and a cam lock spacer. Triangular shaped support plate shall be constructed of 7 ga. sheet and shall measure 20-13/16". Support straps shall be solid welded to support plate. Straps shall measure 8-3/4" and 3" in length and shall be constructed of 1/4" x 1 flat. Straps shall have a 7/16" hole cut 1-1/2" from bottom. The 8-3/4" strap shall also have a 1/4" hole cut 8-1/4" from bottom. Cam lock spacer shall be welded to strap at the top bolt hole location. Spacer shall be 1/2" in diameter and 5/16" tall, constructed of AISI 1020 CR steel, zinc plated.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

JAX Pack

477-003

Physics™

JAX® Pack - Three

Cam Lock Assy: Cam lock assembly shall comprise a cam lock plate and cover plate. Cam lock plate shall be constructed of 11 ga. A-60 sheet and shall have a 4-13/16" by 9/16" serrated cut-out for locking purposes. Plate shall be constructed of 11 ga. A-60 sheet. Entire assembly shall be welded and shall measure 2-1/2" in height with a 8" diameter.

Fasteners: All fastening hardware shall be Fastener Style A.

Finishes: Posts and Support Assembly shall be finished in Mira-Cote. JAX body shall be finished in Rockite.



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

March 8, 2006

Rev. C

Kids' Choice® - Mira-Therm II

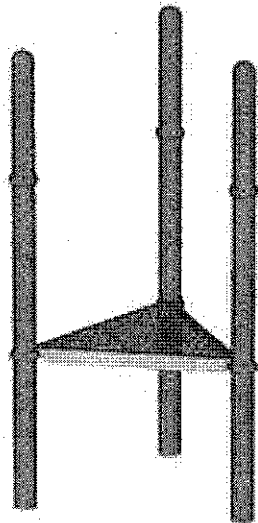
Decks

Deck Posts not included in these assemblies.

714-501-9 & 714-502-9

Triangle Deck

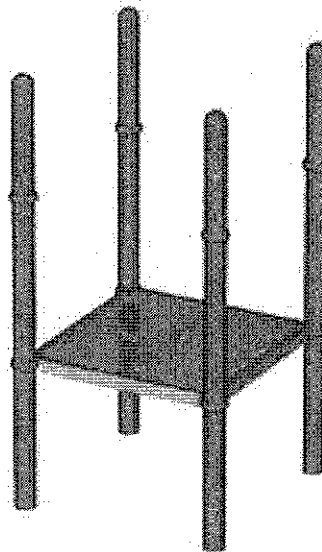
Model # 714-501-9 requires three (3) Posts.



714-503-9 & 714-504-9

Square Deck

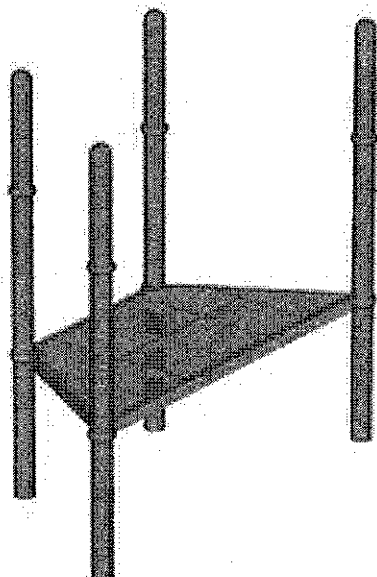
Model # 714-502-9 requires four (4) Posts.



714-501-9 & 714-502-9

Half Hex Deck (Full)

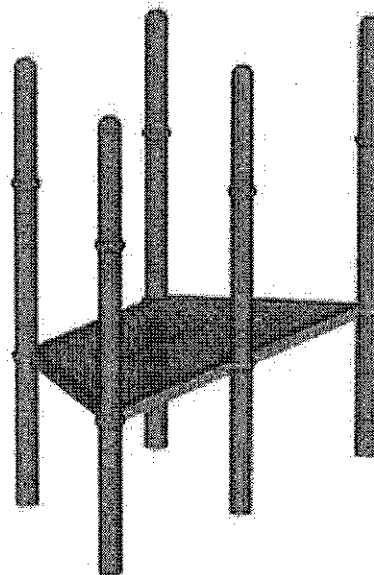
Model # 714-503-9 requires four (4) Posts.



714-503-9 & 714-504-9

Half Hex Deck (Open)

Model # 714-504-9 requires five (5) Posts.



714-505-9 thru 714-517-9

Decks

714-501-9, 714-502-9, 714-503-9, 714-504-9, 714-505-9, 714-506-9, 714-507-9, 714-508-9, 714-509-9, 714-510-9, 714-512-9, 714-517-9

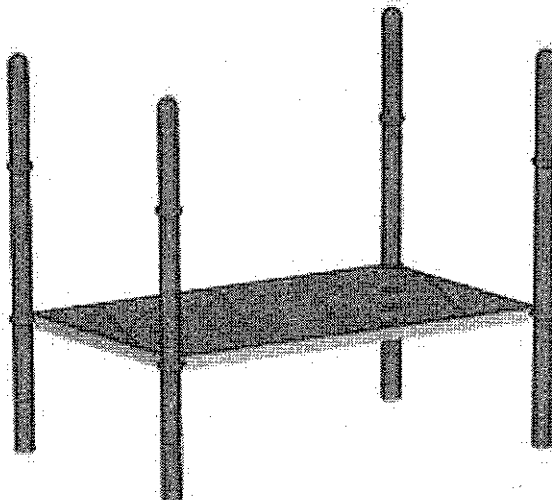


Kids' Choice® - Mira-Therm II
Decks

714-501-9 thru 714-504-9

Parallelogram Deck (Full)

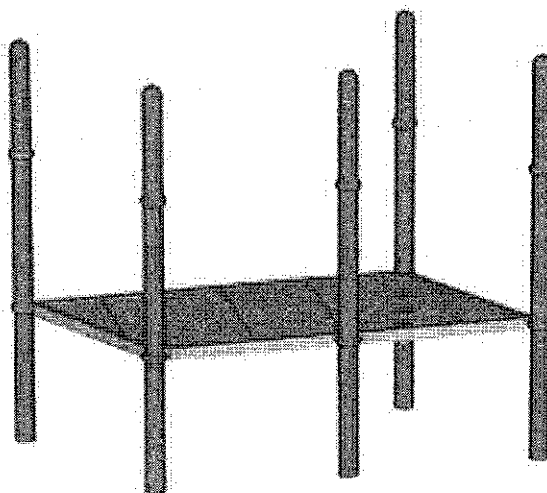
Model # 714-505-9 requires four (4) Posts.



714-505-9 & 714-506-9

Parallelogram Deck (Half Open)

Model # 714-506-9 requires five (5) Posts.

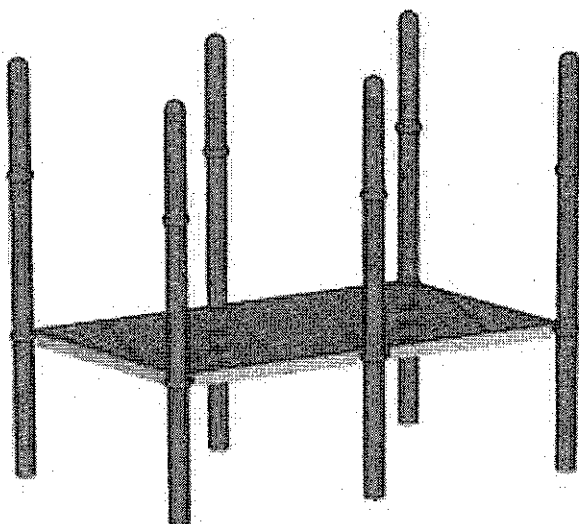


714-507-9 thru 714-517-9

714-501-9 thru 714-506-9

Parallelogram Deck (Open)

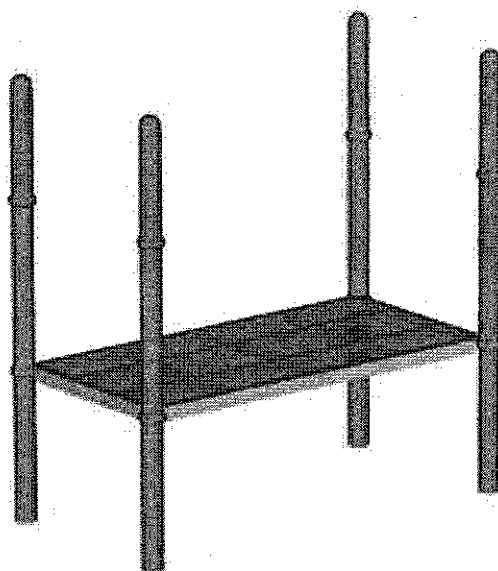
Model # 714-507-9 requires six (6) Posts.



714-507-9 & 714-508-9

Rectangle Deck (Full)

Model # 714-508-9 requires four (4) Posts.



714-509-9 thru 714-517-9

Decks

714-501-9, 714-502-9, 714-503-9, 714-504-9, 714-505-9, 714-506-9, 714-507-9, 714-508-9, 714-509-9, 714-510-9, 714-512-9, 714-517-9

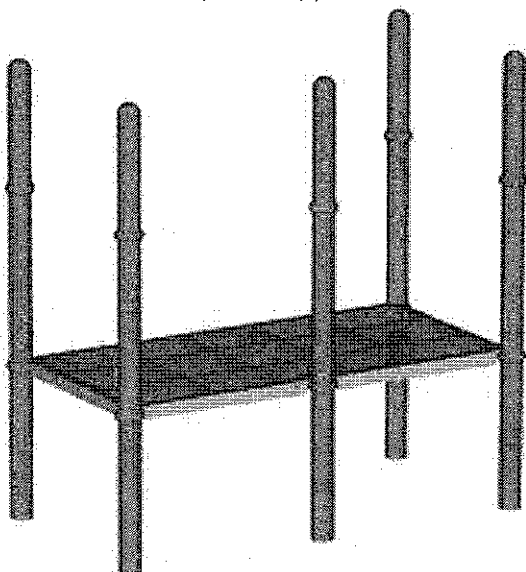


Kids' Choice® - Mira-Therm II
Decks

714-501-9 thru 714-508-9

Rectangle Deck (Half Open)

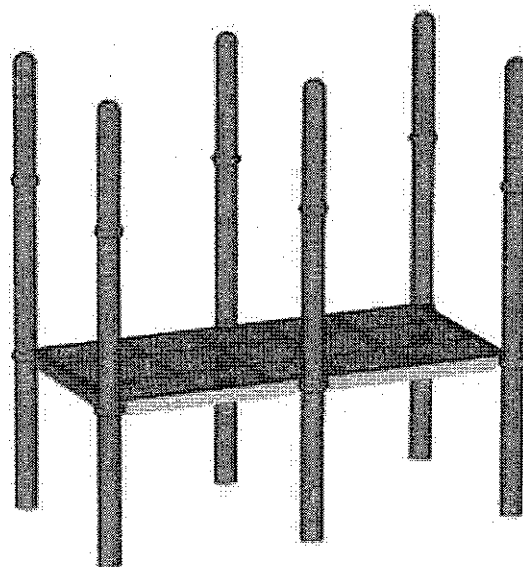
Model # 714-509-9 requires five (5) Posts.



714-509-9 & 714-510-9

Rectangle Deck (Open)

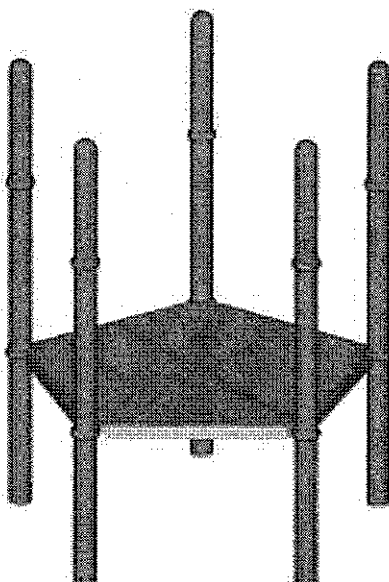
Model # 714-510-9 requires six (6) Posts.



714-501-9 thru 714-510-9

Pentagon Deck

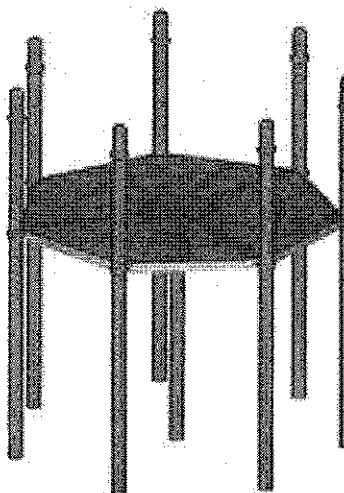
Model # 714-512-9 requires five (5) Posts.



714-512-9 & 714-517-9

Heptagon Deck

Model # 714-517-9 requires seven (7) Posts and one (1) middle support post.



Decks

714-501-9, 714-502-9, 714-503-9, 714-504-9, 714-505-9, 714-506-9, 714-507-9, 714-508-9, 714-509-9, 714-510-9, 714-512-9, 714-517-9



Kids' Choice® - Mira-Therm II Decks

<u>MODEL #</u>	<u>PRODUCT</u>	<u>POSTS REQ'D</u>	<u>DECK SURFACE</u>	<u>CONCRETE</u>
714-501-9	Triangle Deck	3	7 sq. ft.	See Post specs
714-502-9	Square Deck	4	16 sq. ft.	"
714-503-9	Half Hex Deck (Full)	4	21 sq. ft.	"
714-504-9	Half Hex Deck (Open)	5	21 sq. ft.	"
714-505-9	Parallelogram Deck (Full)	4	28 sq. ft.	"
714-506-9	Parallelogram Deck (Half Open)	5	28 sq. ft.	"
714-507-9	Parallelogram Deck (Open)	6	28 sq. ft.	"
714-508-9	Rectangle Deck (Full)	4	32 sq. ft.	"
714-509-9	Rectangle Deck (Half Open)	5	32 sq. ft.	"
714-510-9	Rectangle Deck (Open)	6	32 sq. ft.	"
714-512-9	Pentagon Deck	5	26.5 sq. ft.	"
714-517-9	Heptagon Deck	7	55 sq. ft.	"

DESCRIPTION

Mira-Therm II deck models include an equilateral triangle deck, a square deck, three rectangular decks, three parallelogram decks, a pentagon deck, and a heptagon deck. Decks are designed for maximum flexibility in height of deck surface, from 0" to 6'-6" (in 6" increments), though 3', 5', and 6'-6" are considered standard deck heights.

Decks are designed on a 48" center-to-center spacing on 5" deck posts, at equal or varied heights. All deck-to-post connections are made with a deck support clamp. All deck connections are made beneath deck with no exposed fasteners on deck perimeter. Decks with 8' wide open side are designed to attach to another deck with 8' wide open side at same deck height.

MATERIALS

Decks: All decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid welded prior to PVC coating.

Fasteners: Deck assemblies shall contain Versalok Fasteners and Fastener Style A hardware.

Finishes: All deck surfaces shall be coated in Mira-Therm. Clamps shall have a Mira-Cote finish.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Decks

714-501-9, 714-502-9, 714-503-9, 714-504-9, 714-505-9, 714-506-9, 714-507-9, 714-508-9, 714-509-9, 714-510-9, 714-512-9, 714-517-9

Miracle **Product Specifications**

March 5, 2015

Rev. N

Kids' Choice®

Steel Posts (5" O.D., 11 ga. Round Tube) & Aluminum Posts

Steel Posts - 5" O.D., 11 ga.



MODEL	DESCRIPTION	USES	PART #
714-545-3	144" Deck Post (Cheer Roof).....	3' Deck.....	997292P
714-545-5	168" Deck Post (Cheer Roof).....	5' Deck.....	997294P
714-545-6	186" Deck Post (Cheer Roof).....	6'-6" Deck.....	908813P
714-545-8	204" Deck Post (Cheer Roof).....	8' Deck.....	997297P
714-545-10	228" Deck Post (Cheer Roof).....	10" Deck.....	908812P
714-549-3	112" Deck Post.....	3' Decks.....	995228P
714-549-4	124" Deck Post.....	4' Decks.....	995229P
714-550-3	206" Deck Post (PlayCover).....	3' Deck & less.....	997215P
714-550-5	219" Deck Post (PlayCover).....	3'-6" to 5' Decks.....	997218P
714-550-6	243" Deck Post (PlayCover).....	5'-6" to 6'-6" Decks..	997203P
714-550-8	258" Deck Post (PlayCover).....	7' to 8' Decks.....	997315P
714-551	106" Deck Post	2'-6" Decks & less	713551P
714-552	136" Deck Post	3' to 5' Decks.....	713552P
714-552L	136" Deck Post w/CPSIA Label.....	3' to 5' Decks.....	996061P
714-553	160" Deck Post	5'-6" to 6'-6" Decks	713553P
714-554	178" Deck Post	7' to 8' Decks	713554P
714-556	196" Deck Post	10' Deck	985244P
714-571	106" Post (Roof).....	Ground Level.....	713561P
714-571L	106" Post (Roof) w/CPSIA Label.....	Ground Level.....	996352P
714-572	144" Deck Post (Roof)	3' Decks & less	713572P
714-573	168" Deck Post (Roof)	3'-6" to 5' Decks	713573P
714-574	186" Deck Post (Roof)	5'-6" to 6'-6" Decks	713574P
714-575	196" Deck Post (Uses 2 for Flippo Roof)	6'-6" Deck.....	985260P
714-576	204" Deck Post (Roof)	8' Deck	713818P
714-576-8	228" Deck Post (Topper).....	8' Deck.....	994097P
714-576-10	252" Deck Post (Topper).....	10' Deck.....	994407P


Top Views not shown. Refer to Installation Guides and/or Construction Drawings for Footing Layouts.

5" O.D., 11 ga. Steel Posts & Aluminum Posts

714-545-3, 714-545-5, 714-545-6, 714-545-8, 714-545-10, 714-549-3, 714-549-4, 714-549-6, 714-549-8, 714-550-3, 714-550-5, 714-550-6, 714-550-8, 714-551, 714-551-2, 714-552, 714-552-2, 714-552-2L, 714-553, 714-553-2, 714-554, 714-554-2, 714-556, 714-571, 714-571-2, 714-571L, 714-572, 714-572-2, 714-573, 714-573-2, 714-574, 714-574-2, 714-575, 714-576, 714-576-8, 714-576-10

Kids' Choice®

Steel Posts (5" O.D., 11 ga. Round Tube) & Aluminum Posts

	MODEL	DESCRIPTION	Aluminum Posts - 5" O.D.	
			USES	PART #
	714-549-32	112" Deck Post.....	3' Decks.....	995230P
	714-549-42	124" Deck Post.....	4' Decks.....	995231P
	714-551-2	106" Deck Post	2'-6" Decks & less	713593P
	714-552-2	136" Deck Post	5' Decks	713594P
	714-552-2L	136" Deck Post w/CPSIA Label	5' Decks.....	996065P
	714-553-2	160" Deck Post	5'-6" to 6'-6" Decks	713595P
	714-554-2	178" Deck Post	7' to 8' Decks	713599P
	714-571-2	106" Post (Roof).....	Ground Level.....	713588P
	714-572-2	144" Deck Post (Roof)	3' Decks & less	713589P
	714-573-2	168" Deck Post (Roof)	3'-6" to 5' Decks	713590P
	714-574-2	186" Deck Post (Roof)	5'-6" to 6'-6" Decks	713591P

Top Views not shown. Refer to Installation Guides and/or Construction Drawing for Footing Layouts.

CONCRETE

0.13 cubic yards required per post (0.26 cubic yards per post for model #s 714-550-3, 714-550-5, 714-550-6 and 714-550-8).

DESCRIPTION

Posts are used for support of deck systems and freestanding components.

MATERIALS
Steel Post Assembly:

Steel posts shall be constructed of 5" tube, 11 ga. Posts not designed for roof assemblies shall have 5" round end caps pressed in at the factory.

Aluminum Post Assembly:

Aluminum posts shall be constructed of 5" aluminum tube. Posts not designed for roof assemblies shall have 5" round end caps pressed in at the factory.

Fasteners:

Components shall be field assembled to Posts by means of Versalok Fasteners, Fastener Style A hardware and/or Fastener Style B hardware.

Finishes:

Post assemblies and clamps shall be finished in Mira-Cote.

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items.

5" O.D., 11 ga. Steel Posts & Aluminum Posts

714-545-3, 714-545-5, 714-545-6, 714-545-8, 714-545-10, 714-549-3, 714-549-4, 714-549-10, 714-550-3, 714-550-5, 714-550-6, 714-550-8, 714-551, 714-551-2, 714-552, 714-552-2, 714-552L, 714-552L, 714-553, 714-553-2, 714-554, 714-554-2, 714-556, 714-556, 714-571, 714-571-2, 714-571L, 714-572, 714-572-2, 714-573, 714-573-2, 714-574, 714-574-2, 714-575, 714-576, 714-576-8, 714-576-10



Product Specifications

July 1, 2009

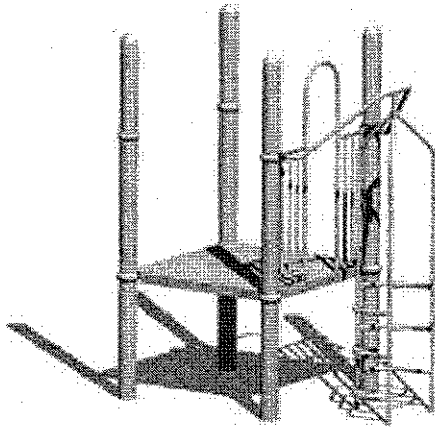
Rev. B

MIRACLE
RECREATION EQUIPMENT COMPANY

Kids' Choice®
Tree-O™ Climber

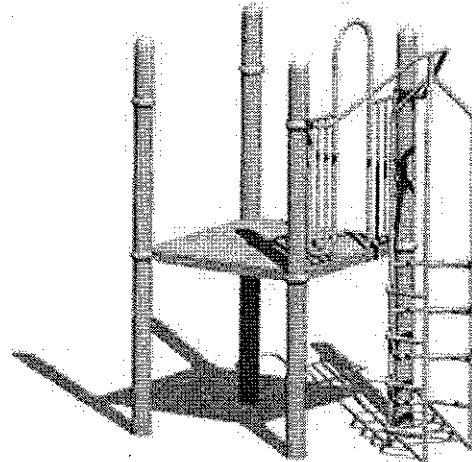
714-605-3

Tree-O Climber
for 3' Deck



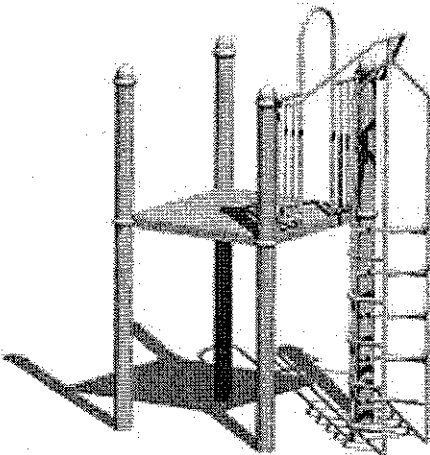
714-605-4

Tree-O Climber
for 4' Deck



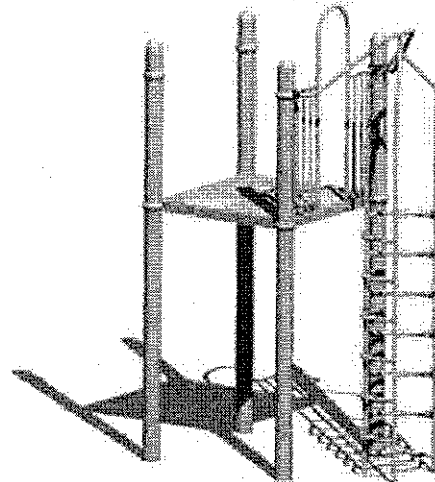
714-605-5

Tree-O Climber
for 5' Deck



714-605-6

Tree-O Climber
for 6' or 6'-6" Deck



Tree-O Climber

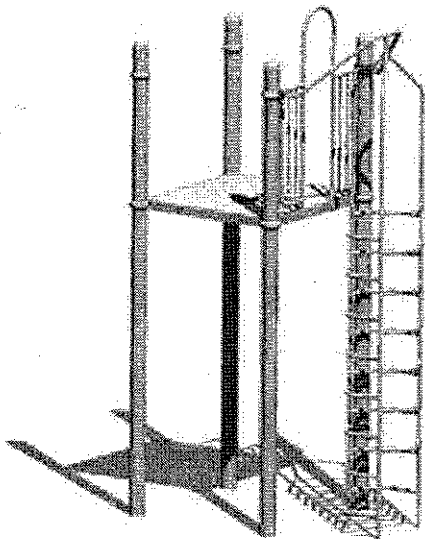
714-605-3, 714-605-4, 714-605-6, 714-605-8, 714-605-10

Tree-O Climber

Kids' Choice®
Tree-O™ Climber

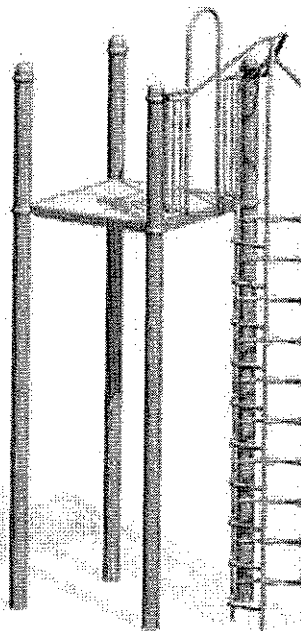
714-605-8

Tree-O Climber
for 8' Deck



714-605-10

Tree-O Climber
for 10' Deck



714-605-3, 714-605-4, 714-605-6, 714-605-8, 714-605-10

**MIRACLE**
RECREATION EQUIPMENT COMPANY

Kids' Choice®

Tree-O™ Climber

<u>MODEL #</u>	<u>PRODUCT</u>	<u>PROT. AREA</u>	<u>GROUND SPACE</u>	<u>CONCRETE</u>
714-605-3	Tree-O Climber for 3' Deck	15'-11 x 17'	4'-6" x 3'-4"	0.65 cu. yds.
714-605-4	Tree-O Climber for 4' Deck	15'-11 x 17'	4'-6" x 3'-4"	0.65 cu. yds.
714-605-5	Tree-O Climber for 5' Deck	15'-11 x 17'	4'-6" x 3'-4"	0.65 cu. yds.
714-605-6	Tree-O Climber for 6' or 6'-6" Deck	15'-11 x 17'	4'-6" x 3'-4"	0.65 cu. yds.
714-605-8	Tree-O Climber for 8' Deck	15'-11 x 17'	4'-6" x 3'-4"	0.65 cu. yds.
714-605-10	Tree-O Climber for 10' Deck	15'-11 x 17'	4'-6" x 3'-4"	0.65 cu. yds.

DESCRIPTION

The Tree-O Climber is a vertical climbing challenge featuring alternating, 60° rungs, rising to deck heights of 3', 4', 5', 6', 6'-6", 8' or 10', with arch enclosure.

MATERIALS

Climber: The Climber shall comprise 3 side rails, 60° rungs, an upper arm, and plastic pipe plug. The side rails shall be constructed of 1" pipe and shall be 175-3/16" in length. Rungs shall be constructed of 1" pipe and shall measure 19-9/16" in length. Upper arm shall consist of swaged tube constructed of 1-1/4" pipe.

Support Header: Support Header shall be composed of 1" pipe, solid welded to a support sleeve of 1-1/4" pipe, all solid welded.

Arch Enclosure: The arch enclosure shall comprise top supports and an arched upright of 1" pipe and spoked infill of 1" tube, all solid welded.

Fasteners: All models shall contain Fastener Style A hardware.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Tree-O Climber

714-605-3, 714-605-4, 714-605-6, 714-605-8, 714-605-10

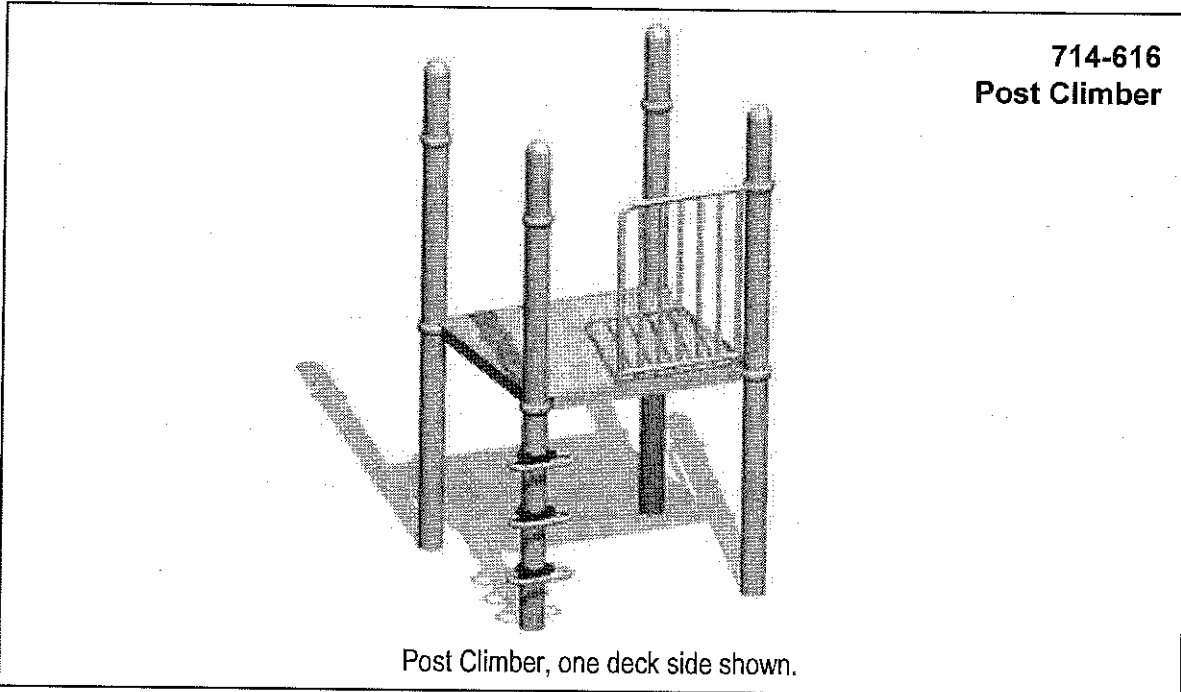


Product Specifications

May 22, 2008

Rev. A

Kids' Choice®
Post Climber



714-616
Post Climber

Post Climber

<u>MODEL #</u>	<u>PRODUCT</u>	<u>GRD SPACE</u>	<u>PROT AREA</u>	<u>CONCRETE</u>
714-616	Post Climber	1' 2-1/2" x 10-1/2"	13'-8 1/2" x 13'-4 1/2"	NA

DESCRIPTION

Post Climbers are designed to attach to existing deck or freestanding 5" Posts. Climbers are versatile and can be reoriented for varying play experiences.

MATERIALS

- Post Climber:** Post climber shall be constructed of 1" pipe, Gator Grip. Climber shall measure 14-1/2" in length and 6-7/8" in width.
- Fasteners:** Each assembly shall contain Versalok Fasteners and Fastener Style A hardware.
- Finishes:** The climber shall have a Mira-Cote finish.

Miracle *Product Specifications*

January 20, 2015

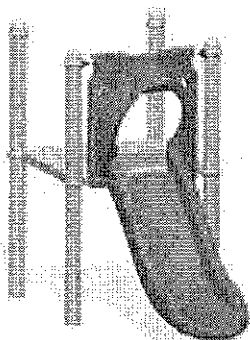
Rev. A

Kids' Choice®

Vortex Groove II® Slides

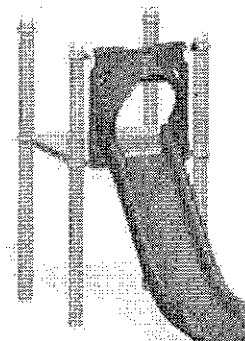
714-638-4U

4' Vortex Groove II Slide



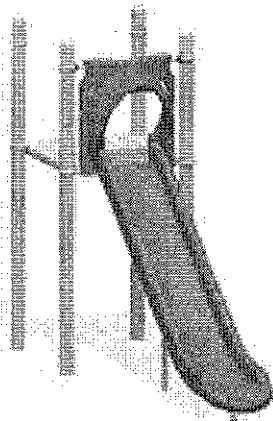
714-638-5U

5' Vortex Groove II Slide



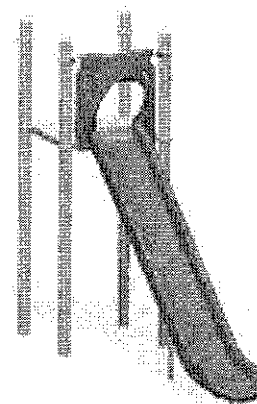
714-638-6U

6' & 6'-6" Vortex Groove II Slide



714-638-8U

8' VortexGroove II Slide



<u>MODEL #</u>	<u>PRODUCT</u>	<u>GRND SPC.</u>	<u>PROT. AREA</u>	<u>CONCRETE</u>
714-638-4U	4' Vortex Groove II Slide	2'-2" x 5'-9"	16' x 15'	.04 cu. yds.
714-638-5U	5' Vortex Groove II Slide	2'-2" x 7'-6"	20' x 15'	.04 cu. yds.
714-638-6U	6' & 6'-6" Vortex Groove II Slide	2'-2" x 10'-3"	24' x 15'	.08 cu. yds.
714-638-8U	8' Vortex Groove II Slide	2'-2" x 13'-1"	28' x 15'	.08 cu. yds.

DESCRIPTION

The Vortex Groove II Slides features a hooded canopy and a streamline slide design. Groove II is designed to exit from either a 4', 5', 6', 6'-6" or 8' Deck.

Vortex Groove II Slides

714-638-4U, 714-638-5U, 714-638-6U, 714-638-8U



Kids' Choice®

Vortex Groove II® Slides**MATERIALS:**

- Slide:** The canopy panel and one-piece slide shall be constructed of double wall Rockite. The slide shall have 6" high side rails, an overall width of 25", an 18" wide sliding surface and approximate 7' (714-638-4), 9' (714-638-5), 12' (714-638-6) and 15' (714-638-8) bedway length. The canopy panel shall be field mounted to deck and to post clamps via a 41-1/2" long rung constructed of 1" pipe.
- Legs:** The legs shall be 2" pipe, welded to an 11 ga. A-60 Galvannealed mounting bracket.
- Fasteners:** Each assembly shall contain Versalok Fasteners and Fastener Style A hardware.
- Finishes:** The rung, legs, and clamps shall have a Mira-Cote finish. The Rockite slide and canopy shall have molded-in color.

Vortex Groove II Slides

714-638-4U, 714-638-5U, 714-638-6U, 714-638-8U



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

August 14, 2012

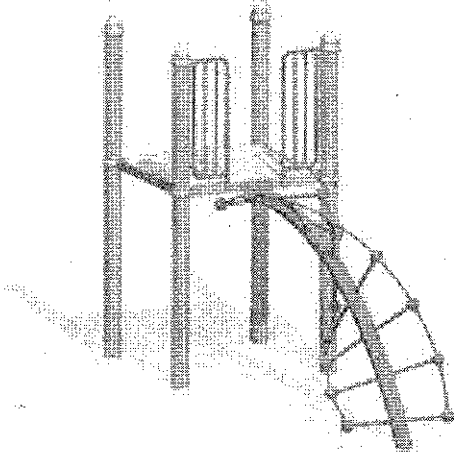
Rev. A

Kids' Choice®

DNA Climber to Deck

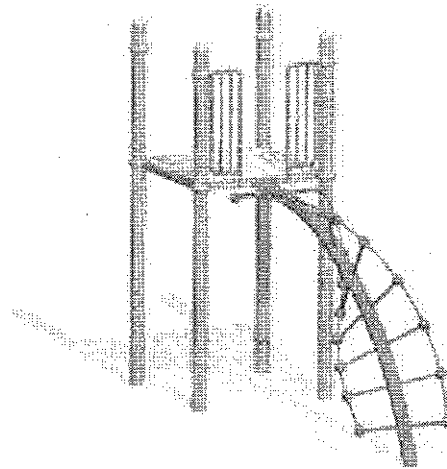
714-661-5

**DNA Climber to
5' Deck**



714-661-6

**DNA Climber to
6' & 6'-6" Deck**



<u>MODEL #</u>	<u>PRODUCT</u>	<u>GROUND SPACE</u>	<u>PROT. AREA</u>	<u>CONCRETE</u>
714-661-5	DNA Climber to 5' Deck	9'-6" x 3'-1"	15'-7" X 14'-10"	0.13 cu. yds.
714-661-6	DNA Climber to 6' & 6'-6" Deck	9'-10" x 3'-1"	16'-3" x 14'-10"	0.13 cu. yds.

DESCRIPTION

DNA Climber to Deck is a balance and climbing challenge featuring twisted rungs and ropes.

MATERIALS

Arch Weldment: Arch shall be constructed of 5" tube, 11 ga. with a 78.5° arch radius and 115-1/2" arch length. At 15" intervals and approximately 21° apart, a rung shall be solid welded to arch. Rungs shall consist of a 29" long, 1", 10 ga. tube welded to a 4" diameter hollow steel ball. A 7 ga. sheet, A-60 galvanized bracket shall be welded to climber for deck attachment. Entire weldment shall measure 121-1/16" in length and 95-3/8" in height.

Enclosure: Enclosure shall comprise top rails, L rails, and arch of 1" pipe, Gator Grip, and spokes of 3/4" x 1" oval tube. Enclosure shall have a 7 ga. galvanized sheet constructed hand support bracket solid welded to inside uprights. Enclosure shall measure 62-3/8" in length and 41-1/2" in width.

Rope: Rope shall be constructed of 16 mm sheathed wire.

Fasteners: All fastening hardware shall be Fastener Style A.

Finishes: DNA Climber shall be finished in Mira-Cote.

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items.

DNA Climber to Deck

714-661-5, 714-661-6

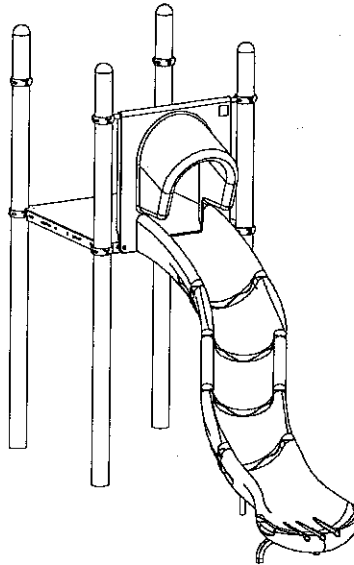
Miracle **Product Specifications**

March 19, 2014

Rev. B

Kids' Choice® Chameleon II Slide System

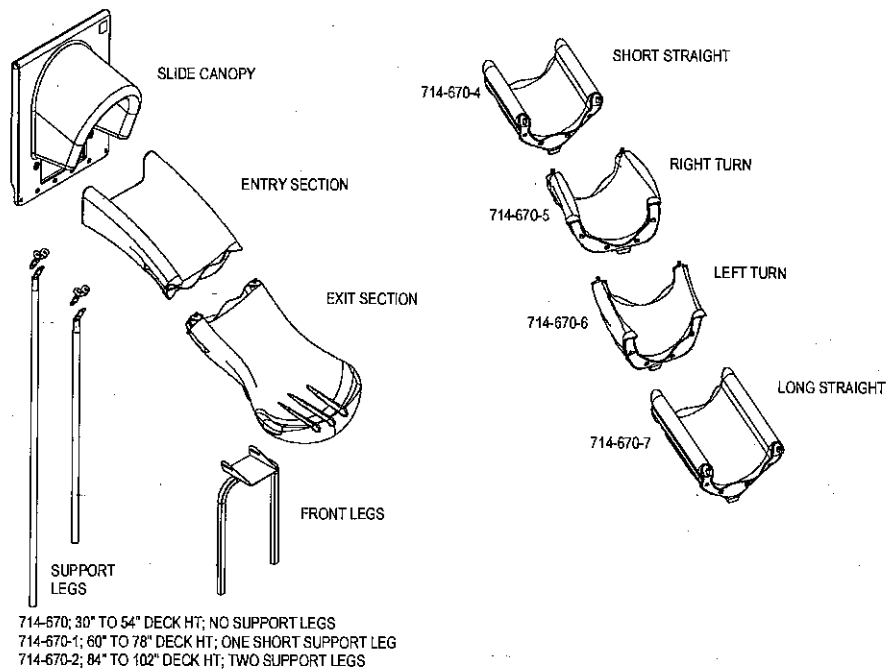
Chameleon II Slide (Sample)



**714-670,
714-670-1,
714-670-2,
714-670-4,
714-670-5,
714-670-6,
714-670-7**

All Chameleon Slide systems contain one Model # 714-670 and up to seven additional pieces (determined by deck height) in any combination of remaining models (-5, -6, -7).

SECTIONAL SLIDE COMPONENTS



Chameleon Slide System

714-670, 714-670-1, 714-670-2, 714-670-4, 714-670-5, 714-670-6, 714-670-7

Kids' Choice®

Chameleon II Slide System

<u>MODEL #</u>	<u>PRODUCT</u>
714-670	Chameleon II Entry & Exit 2'-6" - 4'-6"
714-670-1	Chameleon II Entry & Exit 5' - 6'-6"
714-670-2	Chameleon II Entry & Exit 7' - 8'-6"
714-670-4	Chameleon II Short Straight Section
714-670-5	Chameleon II Right Section
714-670-6	Chameleon II Left Section
714-670-7	Chameleon II Long Straight Section

Note: Ground space and protective area required are dependent upon the specific configuration. Footings for the assembly require 0.05 cu. yds. of concrete for models attached to decks 3', 0.10 cu. yds. of concrete for models attached to decks 5' and 4', 0.15 cu. yds. of concrete for models attached to decks 6', 6'-6" and 8'.

DESCRIPTION

The Chameleon Slide System features interchangeable bedway sections to present maximum versatility in design configuration. The componentized, open bedway slide assembly may be attached to 2'-6" - 8'-6" decks.

MATERIALS

- Slide Assembly:** The bedway sections, entry panel and exit section shall be constructed of double wall Rockite with a 18" bedway and 13-3/4" high sidewalls. The entry panel shall be supported by a rung of 1" pipe.
- Front Leg:** The front leg shall be constructed of 1.5" X 16 ga. square tube and a bracket of 7 ga. galvanized sheet steel.
- Support Legs:** Support legs shall be constructed of 1.66 OD x 13 ga. tube and a mounting bracket of 7 ga. sheet, solid welded.
- Leg Bracket:** Shall be constructed of 7 ga. galvanized sheet steel, solid welded.
- Fasteners:** The assembly shall contain Versalok Fasteners and Fastener Style A hardware.
- Finishes:** The rung, front leg, support legs and leg brackets shall have a Mira-Cote finish. The Rockite slide sections shall have color molded in.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

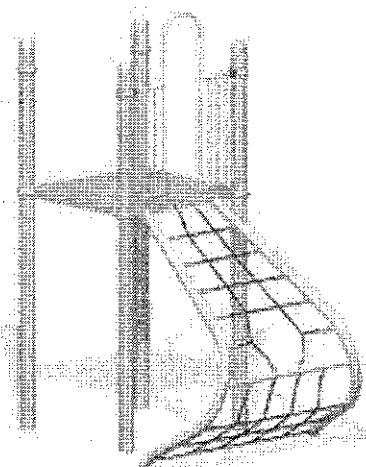
Miracle *Product Specifications*

January 20, 2015

Rev. A

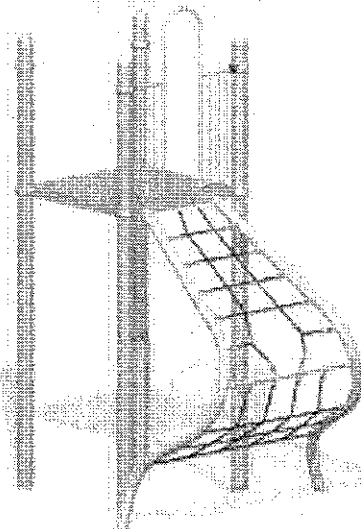
714-678-6

Backtrack Climber, 78"



714-678-8

Backtrack Climber, 96"



Backtrack Climber

<u>MODEL #</u>	<u>PRODUCT</u>	<u>PROT AREA</u>	<u>CONCRETE</u>
714-678-6	Backtrack Climber, 78"	19'-4" X 16'-11"	0.09 cu. yds.
714-678-8	Backtrack Climber, 96"	19'-4" x 16'-11"	0.09 cu. yds.

DESCRIPTION

The Backtrack Climber is intended as a ground-to-deck climber.

MATERIALS

Arch Entry Enclosure:	The arch entry enclosure shall consist of a an arched upright and top rails of <u>1" pipe</u> and vertical infill of <u>3/4" x 1" oval tube</u> , all solid <u>welded</u> .
Post Weldment:	Post weldment shall comprise two posts constructed of RDTB ILG 88.9 mm x 3 mm, deck connection of 4.5 mm galvanized sheet, cross bar stub constructed of RDTB ILG 3.4 mm x 3 mm, and block swing hanger F/D Shackle ZN/YLW DI-CRO.
Climber:	Climber net shall be constructed of 19 mm rope with "D" style 300 ss large shackles.
Fasteners:	The assembly shall contain <u>Versalok Fasteners</u> and <u>Fastener Style A</u> hardware.
Finishes:	The post weldments, enclosure and clamps shall have a <u>Mira-Cote</u> finish.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

714-678-6, 714-678-8

Miracle *Product Specifications*

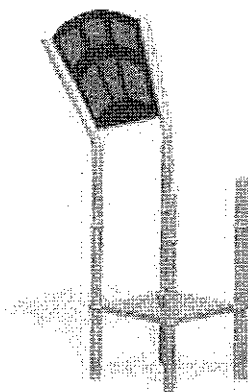
January 20, 2015

Rev. A

Kids' Choice® Cheer Roof

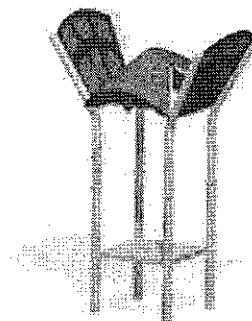
714-681

Cheer Roof



714-681W

Cheer Roof w/Wave



Cheer Roof

DESCRIPTION

Curved Shade Roof casts shade-providing shadows for Kids' Choice Deck Systems.

MATERIALS

- Panel:** Panel shall be constructed of 16 ga. galvanized sheet.
- Cheer Weldments:** Cheer Weldments shall comprise a left and right post with post caps, and panel connector brackets. Steel post shall be 5" tube with a 5" round end cap pressed into its top end, and brackets shall be constructed of 7 ga. sheet, all solid welded. Cheer Roof with Wave Weldments shall have two arms constructed of RDTB ILG 60.3 mm x 2.7 mm.
- Wave Roof:** Wave shall be constructed of Rock-ite.
- Fasteners:** The assembly shall contain Versalok Fasteners and Fastener Style A hardware.
- Finishes:** The Panel and Weldments shall have a Mira-Cote finish.

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items.

714-681, 714-681W



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

December 16, 2008

Rev. C

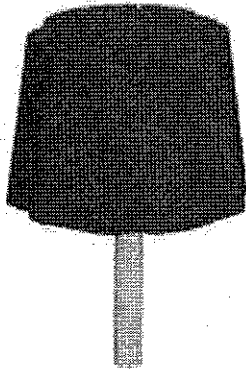
Kids' Choice®

Bongo Perch, Big Timber® Bongo Stump Perch, Bongo Bridges and Big Timber® Bongo Stump Bridges

Ground-to-Deck, Between Decks or Freestanding; spans of 8', 10' & 12'

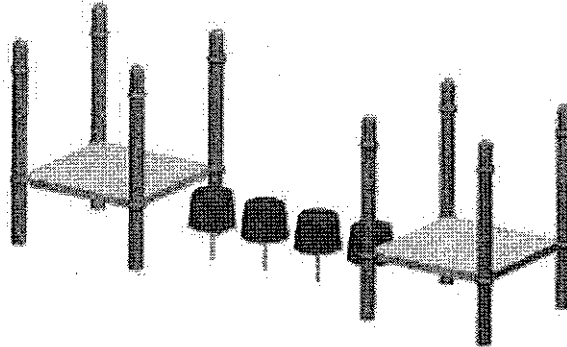
714-625-1

Big Timber Bongo Stump Perch



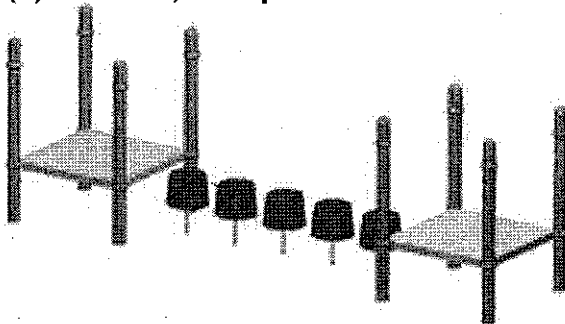
714-625-8

Big Timber Bongo Stump Bridge, (4) Perches; 8' Span



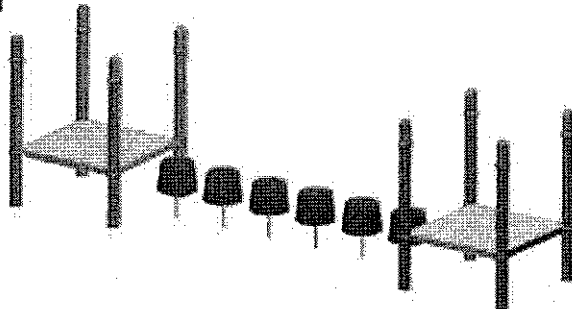
714-625-10

Big Timber Bongo Stump Bridge, (5) Perches; 10' Span



714-625-12

Big Timber Bongo Stump Bridge, (6) Perches; 12' Span



Bongo Perch & Bongo Bridges

714-625-1, 714-625-8, 714-625-10, 714-625-12, 714-772-1,
714-772-8, 714-772-10, 714-772-12



Kids' Choice®

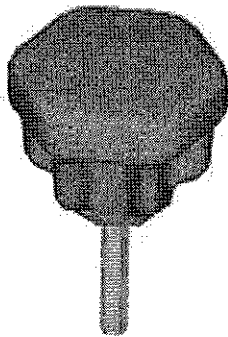
Deck-mount models for 2'-0" Decks or lower, not included.

Bongo Perch, Big Timber® Bongo Stump Perch, Bongo Bridges and Big Timber® Bongo Stump Bridges

Ground-to-Deck, Between Decks or Freestanding; spans of 8', 10' & 12'

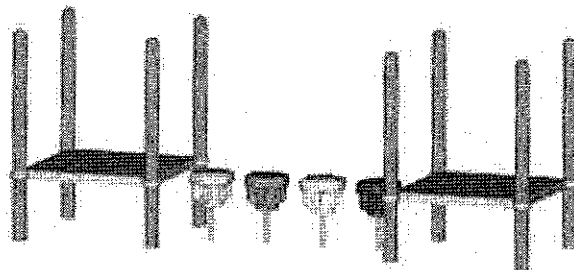
714-772-1

Bongo Perch



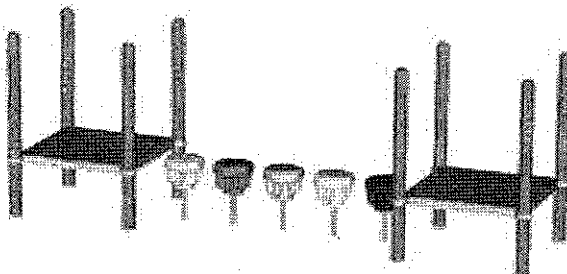
714-772-8

Bongo Bridge, (4) Perches;
8' Span



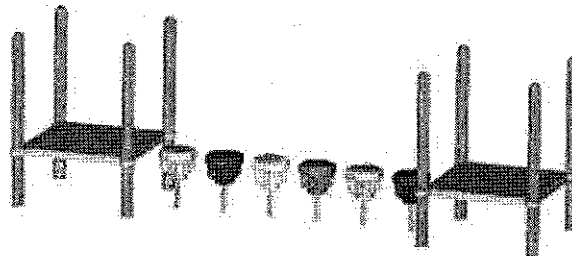
714-772-10

Bongo Bridge, (5) Perches;
10' Span



714-772-12

Bongo Bridge, (6) Perches;
12' Span



Bongo Perch & Bongo Bridges

714-625-1, 714-625-8, 714-625-10, 714-625-12, 714-772-1,
714-772-8, 714-772-10, 714-772-12



Kids' Choice®

Bongo Perch, Big Timber® Bongo Stump Perch, Bongo Bridges and Big Timber® Bongo Stump Bridges

Ground-to-Deck, Between Decks or Freestanding; spans of 8', 10' & 12'

MODEL #	PRODUCT	GRND SPC.	CONCRETE	PROT. AREA
714-625-1	Big Timber Bongo Stump Perch	1'-4" x 1'-4"	0.05 cu. yds.	14'-6" diameter
714-625-8	Big Timber Bongo Stump Bridge, (4) Perches; 8' Span	1'-4" x 6'-6"	0.20 cu. yds.	14' x 20'
714-625-10	Big Timber Bongo Stump Bridge, (5) Perches; 10' Span	1'-4" x 8'-6"	0.25 cu. yds.	14' x 22'
714-625-12	Big Timber Bongo Stump Bridge, (6) Perches; 12' Span	1'-4" x 12'-6"	0.30 cu. yds.	14' x 22'
714-772-1	Bongo Perch	1'-4" x 1'-4"	0.05 cu. yds.	14'-6" diameter
714-772-8	Bongo Bridge, (4) Perches; 8' Span	1'-4" x 6'-6"	0.20 cu. yds.	14' x 20'
714-772-10	Bongo Bridge, (5) Perches; 10' Span	1'-4" x 8'-6"	0.25 cu. yds.	14' x 22'
714-772-12	Bongo Bridge, (6) Perches; 12' Span	1'-4" x 12'-6"	0.30 cu. yds.	14' x 22'

DESCRIPTION:

The Bongo Bridges are designed to enter/exit 2' or lower deck systems, either as a bridge between decks, a ground-to-deck "stair," or as a freestanding assembly with no decks. When installed as a bridge, Bongo Perches may be installed at ascending/descending heights or all level, but should follow a straight course between decks. Freestanding Bongo Perches may ascend & descend and may follow any course so long as Bongo Perches are set 7" to 9" edge-to-edge. Bongo Perches may also be clustered and installed flush with each other to create a table, seats, small climber, etc. Regardless of layout and design, top surfaces may be set no greater than 24" from Finished Grade.

Note: If designing as bridge between 2'-0" decks intended for 2 to 5 year old users, deck enclosures Model # 714-813-5 must be installed on each deck, which are sold separately.

MATERIALS:

Bongo Perch Pod & Post Assemblies: Each Bongo Perch comprises a pod or stump and post assembly. Pods shall be constructed of Rockite and shall comprise a hex-shaped top surface measuring approximately 16" diameter. Stumps shall be constructed of Rockite and shall comprise a log-shaped top surface measuring approximately 17" diameter. Pods and stumps shall measure 12" high without posts. Posts shall be constructed of 1-1/2" pipe with a 5-7/8" diameter mounting plate of 11 ga. G-90 galvanized solid welded to the posts. Post length shall be 38-5/16" before field assembly to pod or stump. Overall assembled length shall be 42".

Fasteners: All fasteners shall be Fastener Style A.

Finishes: The Rockite pod and stump steps shall have color molded in. The posts shall be finished in Mira-cote.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Bongo Perch & Bongo Bridges

714-625-1, 714-625-8, 714-625-10, 714-625-12, 714-772-1, 714-772-8, 714-772-10, 714-772-12



MIRACLE
RECREATION EQUIPMENT COMPANY

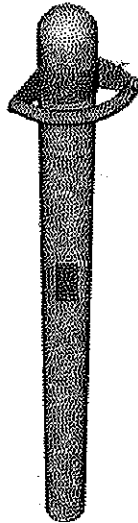
Product Specifications

Oct. 3, 2000 Rev. B

Kids' Choice
Crunch Station

714-782

Crunch Station



Crunch Station

714-782

Kids' Choice Crunch Station

<u>MODEL #</u>	<u>PRODUCT</u>	<u>PROT. AREA</u>	<u>CONCRETE</u>
714-782	Crunch Station	6'-8" radius/post	See Post Spec.

DESCRIPTION:

The Crunch Station is a semi-circular horizontal rung assembly designed for mounting on a 5" steel deck post with the rung set 50" - 80" from finished grade. The Crunch Station enables the user to perform leg lifts and crunches in a standing position.

MATERIALS:

Crunch Station: The Crunch Station shall be constructed of a cut and formed 1" pipe segment solid welded to support and bolt plates of 7 ga. galvanized steel.

Fasteners: All hardware for deck and component attachment shall be Fastener Style A.

Finish: The Crunch Station shall have a Mira-Cote finish.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

April 14, 2005

Rev. C

Kids' Choice® - Mira-Therm II

ADA Stairs Between Decks - 1', 2', 2'-6" & 1'-6" Rise

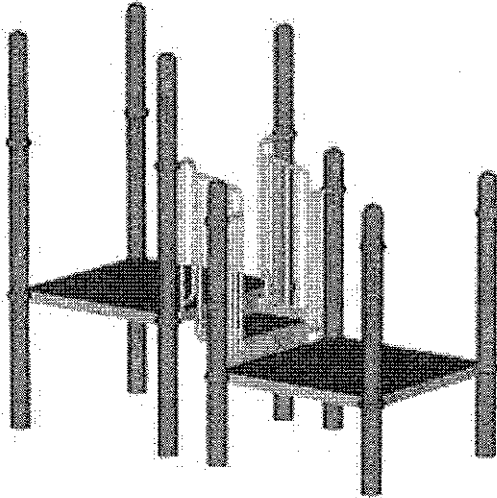
714-810-9 & 714-959-9

714-959-59 & 714-959-49

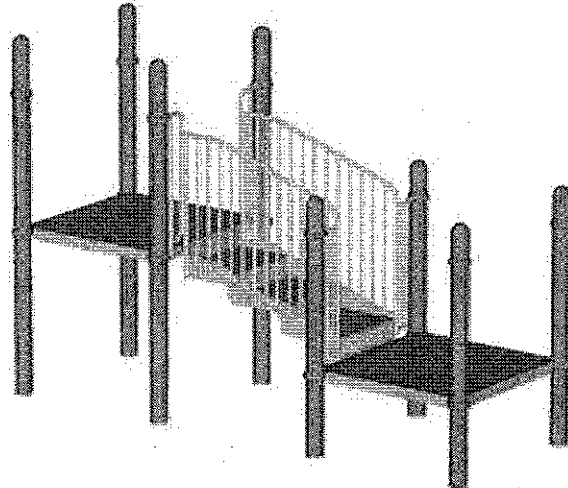
714-959-459

5 additional
stair models

Stair (ADA) - 1' Rise Between Decks
with Spoked Handrails, 1'-4" Span



Stair (ADA) - 2' Rise Between Decks
with Spoked Handrails, 4'-6" Span



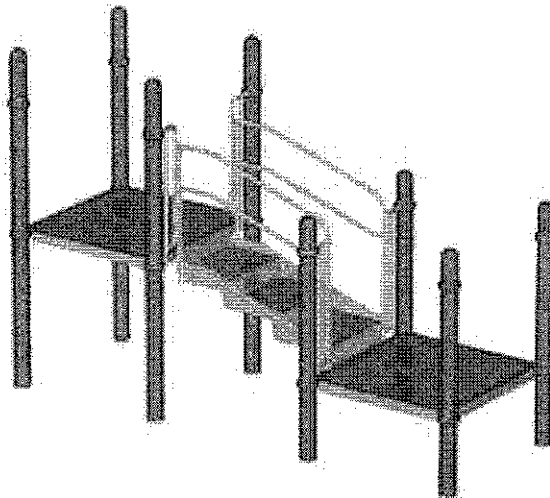
714-810-9 & 714-959-9

714-959-59 & 714-959-49

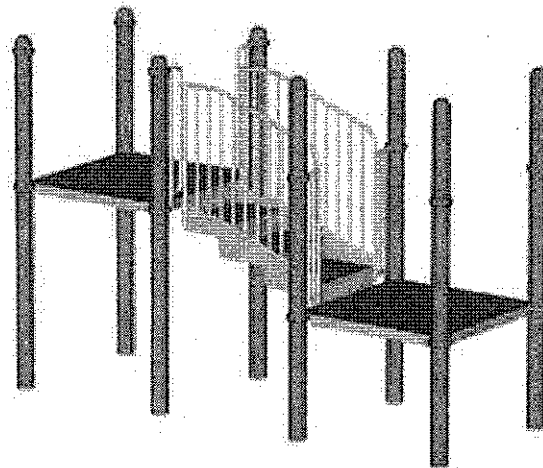
714-959-459

5 additional
stair models

Stair (ADA) - 2' Rise Between Decks
with Open Handrails, 4'-6" Span



Stair (ADA) - 2' Rise Between Decks
with Spoked Handrails, 4'-0" Span



ADA Stairs Between Decks

714-810-9, 714-959-9, 714-959-59, 714-959-49, 714-959-459, 714-960-9, 714-993-9,
714-993-59, 714-993-49, 714-993-459

ADA Stairs Between Decks

Kids' Choice® - Mira-Therm II
ADA **Stairs Between Decks**

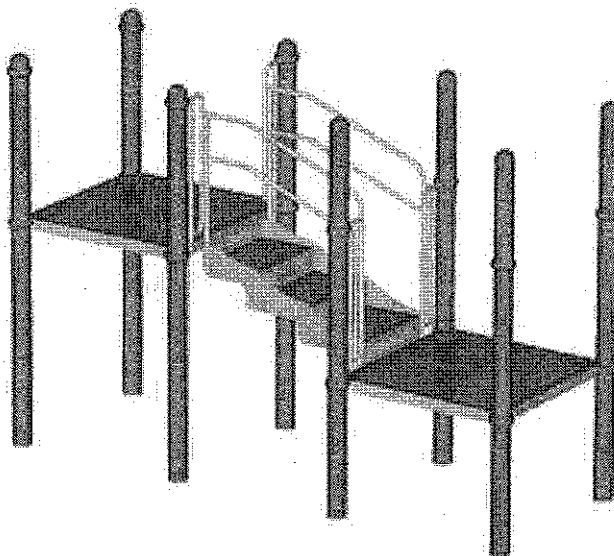
714-810-9 & 714-959-9

714-959-59 & 714-959-49

714-959-459

5 additional
stair models

**Stair (ADA) - 2' Rise Between Decks
with Open Handrails, 4'-0" Span**



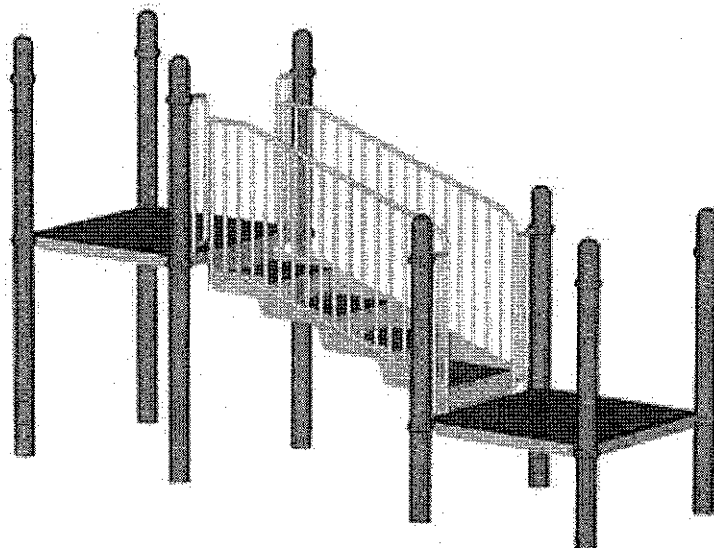
5 additional
stair models

714-960-9

714-993-9 & 714-993-59

714-993-49 & 714-993-459

**Stair (ADA) - 2'-6" Rise Between Decks
with Spoked Handrails, 6'-0" Span**



714-810-9, 714-959-9, 714-959-59,
714-959-49, 714-959-459, 714-960-9, 714-993-9, 714-993-59, 714-993-49, 714-993-459



Kids' Choice® - Mira-Therm II
ADA Stairs Between Decks

April 14, 2005

Rev. C

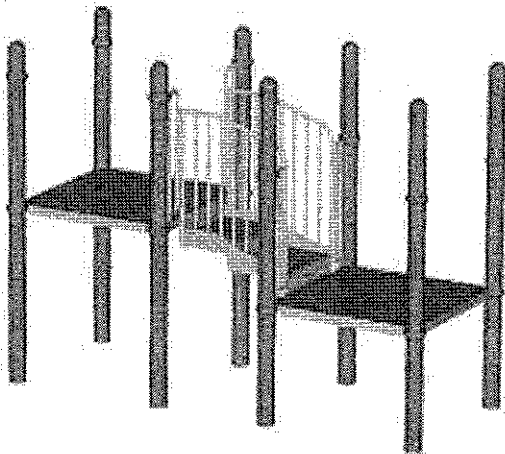
5 additional
 stair models

714-960-9

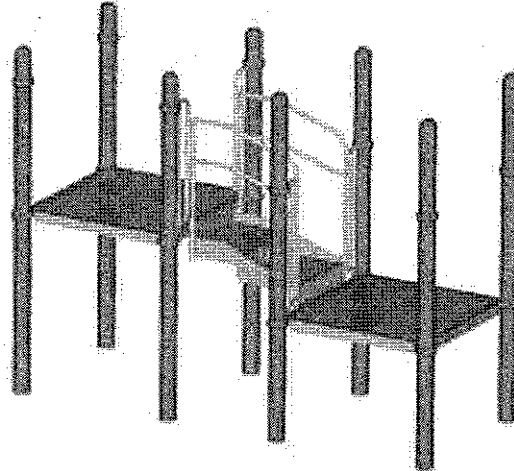
714-993-9 & 714-993-59

714-993-49 & 714-993-459

**Stair (ADA) - 1'-6" Rise Between Decks
 with Spoked Handrails, 3'-0" Span**



**Stair (ADA) - 1'-6" Rise Between Decks
 with Open Handrails, 3'-0" Span**



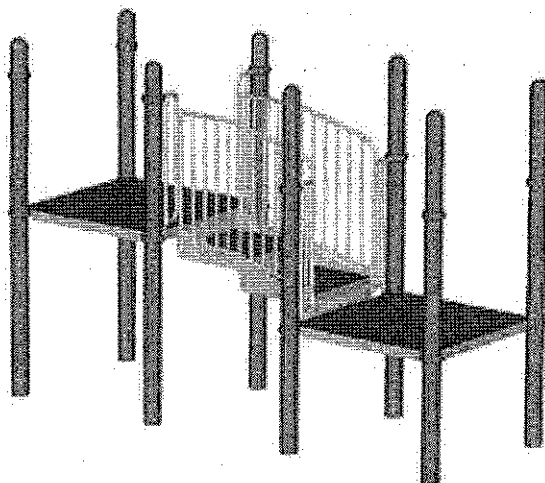
5 additional
 stair models

714-960-9

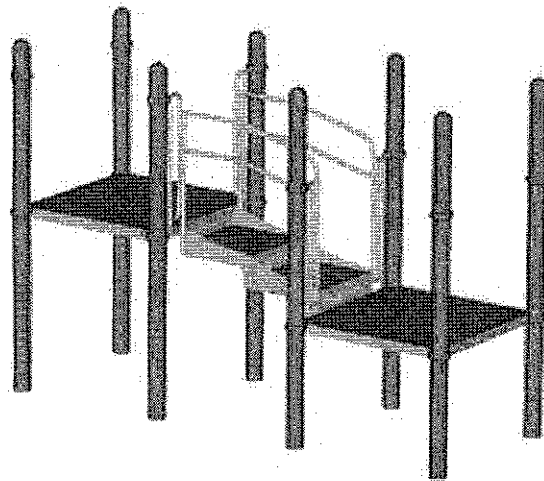
714-993-9 & 714-993-59

714-993-49 & 714-993-459

**Stair (ADA) - 1'-6" Rise Between Decks
 with Spoked Handrails, 4'-0" Span**



**Stair (ADA) - 1'-6" Rise Between Decks
 with Open Handrails, 4'-0" Span**



ADA Stairs Between Decks

714-810-9, 714-959-9, 714-959-59, 714-959-49, 714-959-459, 714-960-9, 714-993-9,
 714-993-59, 714-993-49, 714-993-459

Kids' Choice® - Mira-Therm II ADA Stairs Between Decks

MODEL #	PRODUCT
714-810-9	ADA Stair Between Decks, 1' Rise, Spoked Handrails, 1'-4" Span
714-959-9	ADA Stairs Between Decks, 2' Rise, Spoked Handrails, 4'-6" Span
714-959-59	ADA Stairs Between Decks, 2' Rise, Open Handrails, 4'-6" Span
714-959-49	ADA Stairs Between Decks, 2' Rise, Spoked Handrails, 4'-0" Span
714-959-459	ADA Stairs Between Decks, 2' Rise, Open Handrail, 4'-0" Span
714-960-9	ADA Stairs Between Decks, 2'-6" Rise, Spoked Handrails, 6'-0" Span
714-993-9	ADA Stairs Between Decks, 1'-6" Rise, Spoked Handrails, 3'-0" Span
714-993-59	ADA Stairs Between Decks, 1'-6" Rise, Open Handrails, 3'-0" Span
714-993-49	ADA Stairs Between Decks, 1'-6" Rise, Spoked Handrails, 4'-0" Span
714-993-459	ADA Stairs Between Decks, 1'-6" Rise, Open Handrails, 4'-0" Span

DESCRIPTION

These ADA-compliant stairs connect decks of differing heights and include handrails.

MATERIALS

Steps:	The wide step assemblies, approximately 26-3/8" before PVC-dip coating, shall be constructed of steel stringers solid <u>welded</u> to formed treads of 11 ga. steel sheet that are perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The braces shall be constructed of 11 ga. black.
Spoked Handrails:	Spoked handrail enclosures shall consist of a top and bottom rail and newel post, all of <u>1" pipe</u> , and uprights of <u>3/4" x 1" oval tube</u> , all solid <u>welded</u> . The top rails shall contain 3/8" aluminum inserts. <u>Plastic pipe plugs</u> shall close open ends.
Open Handrails:	Open handrail enclosures shall consist of a top and bottom rail and newel post, all of <u>1" pipe</u> , solid <u>welded</u> . The top rails shall contain 3/8" aluminum inserts. <u>Plastic pipe plugs</u> shall close open ends.
Top Stair Enclosure:	The top stair enclosure shall consist of enclosure rails and an upright, both of <u>1" pipe</u> , drilled and solid <u>welded</u> . The upright shall be mashed on one end.
Bottom Deck Enclosure:	The bottom deck enclosure shall consist of enclosure rails and an upright of <u>1" pipe</u> , drilled, and a spoke of <u>3/4" x 1" oval tube</u> , all solid <u>welded</u> . The upright shall be mashed on one end. <u>Plastic pipe plugs</u> shall close open ends.
Fasteners:	The assembly shall contain <u>Versalok Fasteners</u> and <u>Fastener Style A</u> hardware.
Finishes:	The stairs shall be finished in <u>Mira-Therm</u> . The handrails, enclosures, and clamps shall have a <u>Mira-Cote</u> finish.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

ADA Stairs Between Decks

714-810-9, 714-959-9, 714-959-59, 714-960-9, 714-993-9, 714-993-49, 714-993-59, 714-993-459

Miracle *Product Specifications*

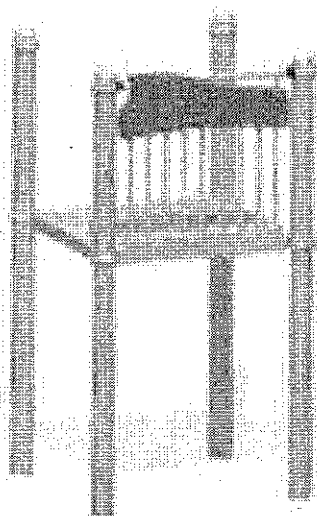
February 23, 2015

Rev. A

Kids' Choice® Wave Barriers

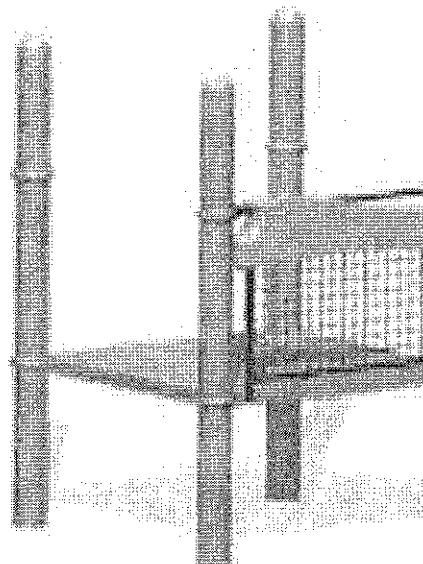
714-816W

Wave Barrier, Full Bar



714-8161W

Wave Barrier, Full Mesh



MODEL

714-816-W

714-816-1W

PRODUCT

Wave Barrier, Full Bar

Wave Barrier, Full Mesh

DESCRIPTION

The Wave Barrier is designed to provide fall protection on Kids' Choice Deck systems.

MATERIALS

Bar Barrier:

The barrier shall comprise a frame with uprights and rungs of 1.315" O.D. x 14 ga. galvanized, embossed tubing, fully welded. Brackets of 11 ga. galvanized sheet steel are stitch welded to the tubing to complete the frame. Top Barrier shall be Mira-Therm.

Mesh Barrier:

The barrier shall comprise a frame with uprights and rungs of 1.315" O.D. x 14 ga. galvanized, embossed tubing, fully welded. Brackets of 11 ga. galvanized sheet steel are stitch welded to the tubing to complete the frame. Top Barrier shall be Mira-Therm. Mesh shall be constructed of galvanized welded wire, 0.224" dia.

Fasteners:

The assembly shall contain Versalok Fasteners and Fastener Style A hardware.

Finishes:

The frame and clamps shall have a Mira-Cote finish. The Top Barrier shall be available in Mira-Therm finishes.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Wave Barriers

714-816W, 714-8161W



Product Specifications

December 16, 2008

Rev. B

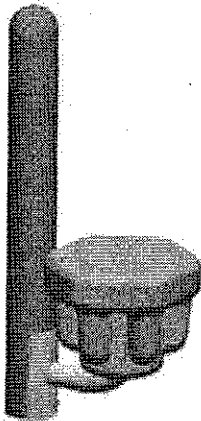
MIRACLE
RECREATION EQUIPMENT COMPANY

Kids' Choice®

Single & Double Pod and Big Timber® Stump Seats

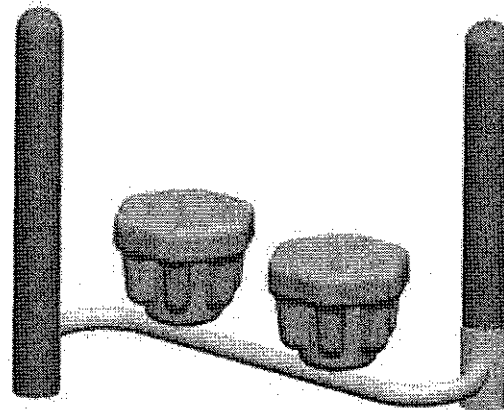
714-817-3B

Single Pod Seat



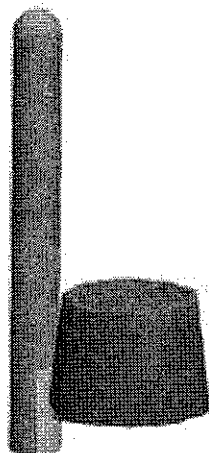
714-817-4B

Double Pod Seats



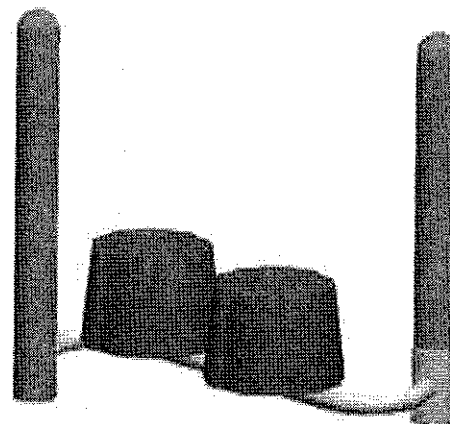
714-817-5B

Big Timber Single Stump Seat



714-817-6B

Big Timber Double Stump Seats



Single & Double Pod Seats

714-817-3B, 714-817-4B, 714-817-5B, 714-817-6B



Kids' Choice®

Single & Double Pod and Big Timber® Stump Seats

<u>MODEL #</u>	<u>PRODUCT</u>	<u>GRND SPC.</u>	<u>CONCRETE</u>	<u>PROTECTIVE AREA</u>
714-817-3B	Single Pod Seat	1'-6" x 15"	N/A	6'-3" dia.
714-817-4B	Double Pod Seats	4'-5" x 2'-5"	N/A	14'-5" x 12'-5" dia.
714-817-5B	Big Timber Single Stump Seat	1'-6" x 15"	N/A	6'-3" dia.
714-817-6B	Big Timber Double Stump Seats	4'-5" x 2'-5"	N/A	14'-5" x 12'-5" dia.

DESCRIPTION: Single and Double Pod and Big Timber Stump Seats are designed to attach to existing Kids' Choice® deck post(s).

MATERIALS:**Pod Seats**

Pods shall be constructed of Rockite and shall contain a hex-shaped top surface measuring approximately 14-1/2" diameter. Stumps shall be constructed of Rockite and shall contain a log-shaped top surface measuring approximately 17" diameter. Pods and Stumps shall measure 12" high without frame.

Frame**Assemblies:**

Frame shall be constructed of a horizontal bar constructed of 2" pipe; a 5" diameter bolting plate of 5" Sch 40 pipe solid welded to the Frame's horizontal bar; seat support post(s) measuring 11" constructed of 1-1/2" pipe solid welded to the Frame's horizontal bar; Post Mount Plate(s) measuring 5-7/8" x 5-7/8", constructed of 11 ga. galvanized solid welded to the seat support post(s). Frame length for Model # 714-8173B shall be 11-1/4" before field assembly to Pod Seat. Frame length for Model # 714-817-4B shall be 43" before field assembly to Pod Seats.

Fasteners:

All fasteners shall be Fastener Style A.

Finishes:

The Rockite Pod and Stump Seats shall have color molded in. The frames shall be finished in Mira-cote.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Single & Double Pod & Stump Seats



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

January 31, 2007

Rev. B

Kids' Choice® - Mira-Therm II

Square Transfer Points - 3', 4', 5' and 6' & 6'-6" Decks

with Closed or Open Handrails

714-851-39 & 714-851-359

ORIENTED
LEFT

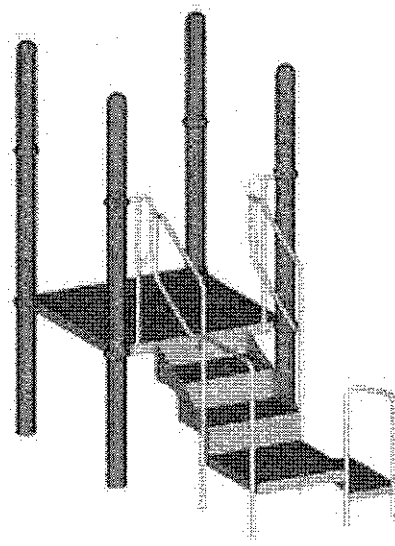
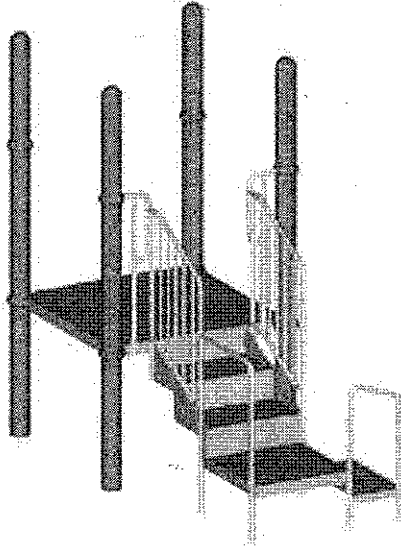
ORIENTED
RIGHT

ORIENTED STRAIGHT
- HANDRAIL LEFT

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 3' Deck,
Closed** Bottom Step exit LEFT

**Square Transfer Point for 3' Deck,
Open** Bottom Step exit LEFT



ORIENTED
LEFT

714-851-39 & 714-851-359

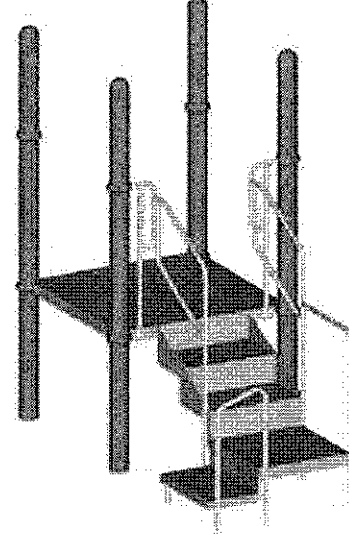
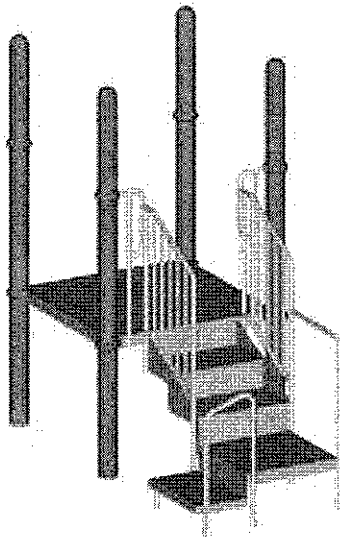
ORIENTED
RIGHT

ORIENTED STRAIGHT
- HANDRAIL LEFT

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 3' Deck,
Closed** Bottom Step exit RIGHT

**Square Transfer Point for 3' Deck
Open** Bottom Step exit RIGHT



Square Transfer Points

714-851-39, 714-851-359, 714-851-49, 714-851-459, 714-851-59, 714-851-559,
714-851-69, 714-851-659

Kids' Choice® - Mira-Therm II

Square Transfer Points

Square Transfer Points

ORIENTED
LEFT

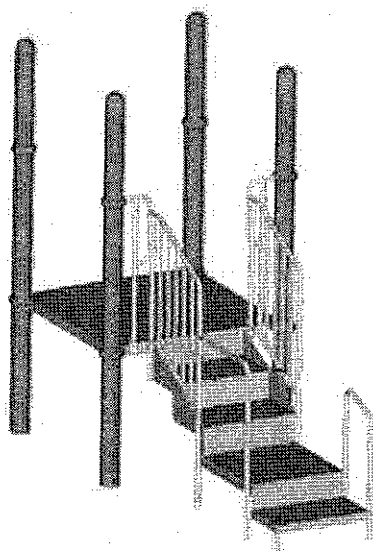
ORIENTED
RIGHT

714-851-39 & 714-851-359

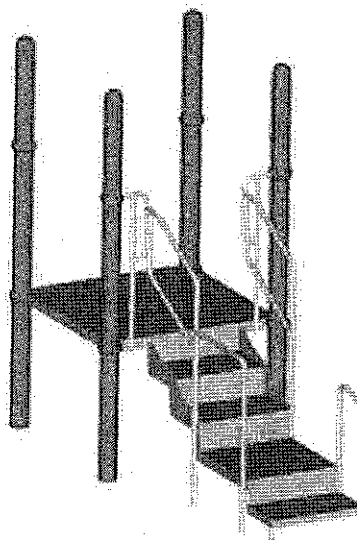
ORIENTED STRAIGHT
- HANDRAIL LEFT

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 3' Deck,
Closed** Bottom Step exit STRAIGHT, Handrail LEFT



**Square Transfer Point for 3' Deck,
Open** Bottom Step exit STRAIGHT, Handrail LEFT



ORIENTED
LEFT

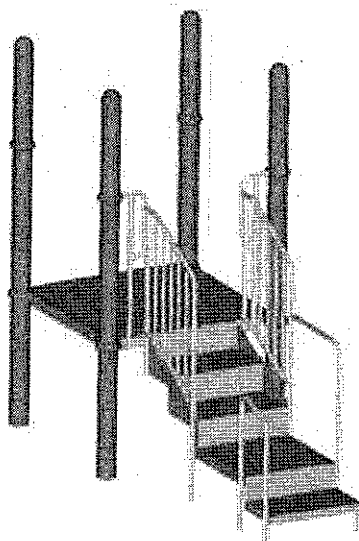
ORIENTED
RIGHT

ORIENTED STRAIGHT
- HANDRAIL LEFT

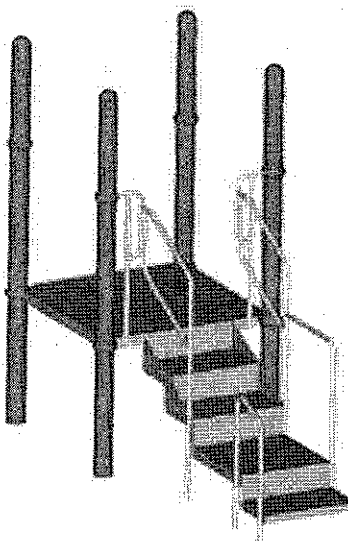
714-851-39 & 714-851-359

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 3' Deck,
Closed** Bottom Step exit STRAIGHT, Handrail RIGHT



**Square Transfer Point for 3' Deck,
Open** Bottom Step exit STRAIGHT, Handrail RIGHT



714-851-39, 714-851-359,
714-851-49, 714-851-459, 714-851-59, 714-851-559, 714-851-69, 714-851-659



MIRACLE
RECREATION EQUIPMENT COMPANY

Kids' Choice® - Mira-Therm II
Square Transfer Points

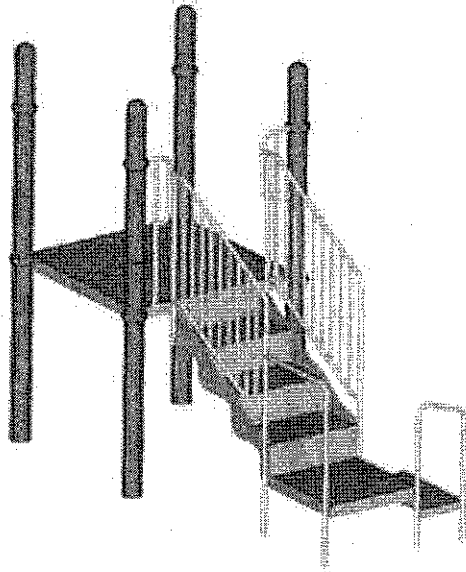
January 31, 2007

Rev. B

714-851-49 & 714-851-459

ORIENTED
LEFT

**Square Transfer Point for 4' Deck,
Closed** Bottom Step exit LEFT

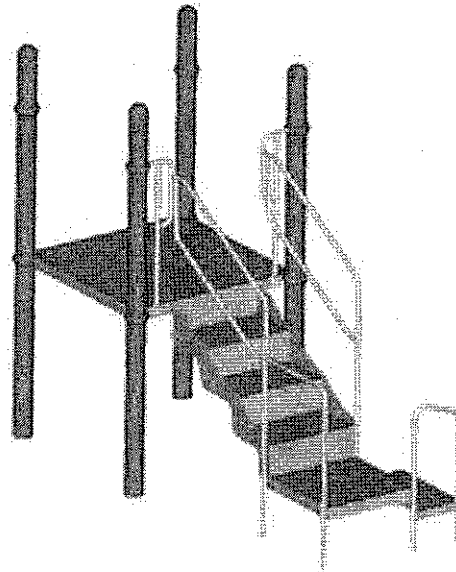


ORIENTED
RIGHT

ORIENTED STRAIGHT
- HANDRAIL LEFT

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 4' Deck,
Open** Bottom Step exit LEFT



ORIENTED
LEFT

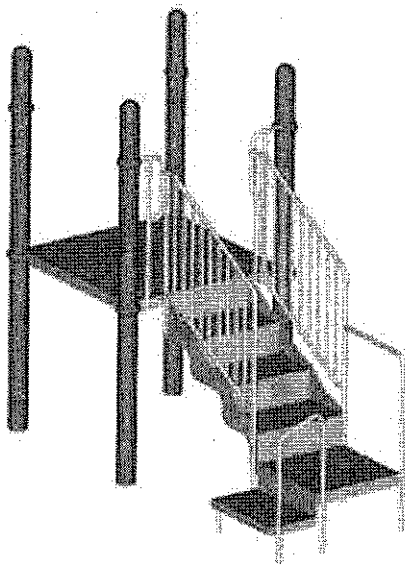
714-851-49 & 714-851-459

ORIENTED
RIGHT

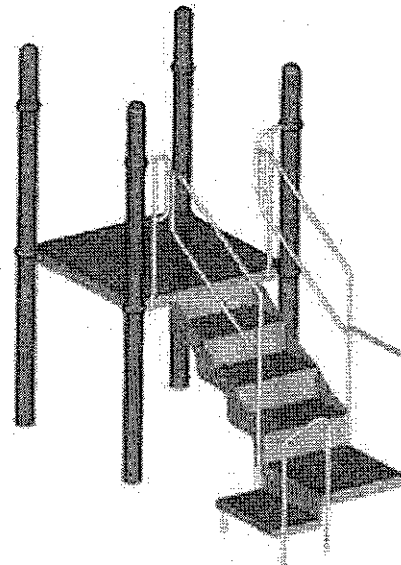
ORIENTED STRAIGHT
- HANDRAIL LEFT

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 4' Deck,
Closed** Bottom Step exit RIGHT



**Square Transfer Point for 4' Deck,
Open** Bottom Step exit RIGHT



Square Transfer Points

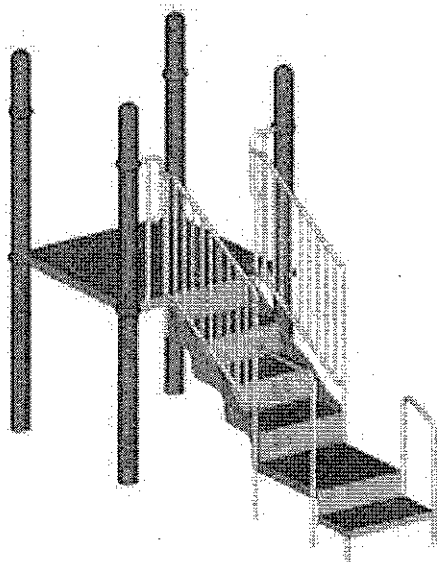
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714-851-69, 714-851-659

Kids' Choice® - Mira-Therm II

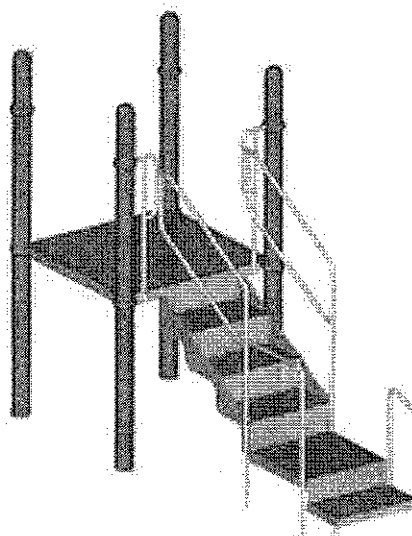
Square Transfer Points

ORIENTED
LEFTORIENTED
RIGHT**714-851-49 & 714-851-459**ORIENTED STRAIGHT
- HANDRAIL LEFTORIENTED STRAIGHT
- HANDRAIL RIGHT

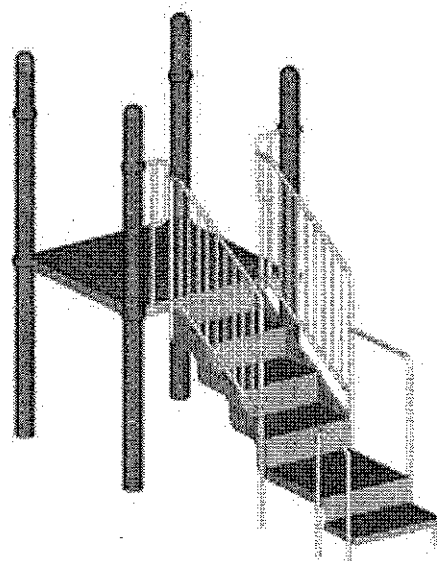
Square Transfer Point for 4' Deck,
Closed Bottom Step exit STRAIGHT, Handrail LEFT



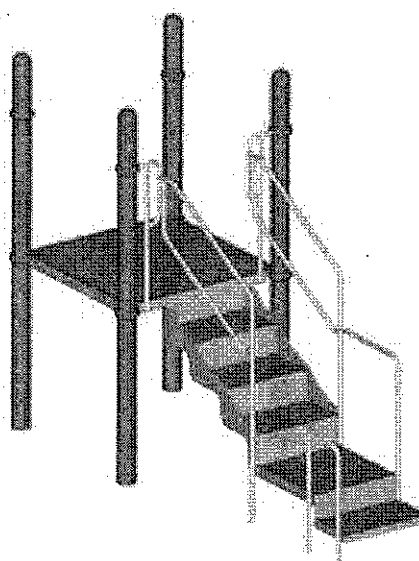
Square Transfer Point for 4' Deck,
Open Bottom Step exit STRAIGHT, Handrail LEFT

ORIENTED
LEFTORIENTED
RIGHTORIENTED STRAIGHT
- HANDRAIL LEFT**714-851-49 & 714-851-459**ORIENTED STRAIGHT
- HANDRAIL RIGHT

Square Transfer Point for 4' Deck,
Closed Bottom Step exit STRAIGHT, Handrail RIGHT



Square Transfer Point for 4' Deck,
Open Bottom Step exit STRAIGHT, Handrail RIGHT

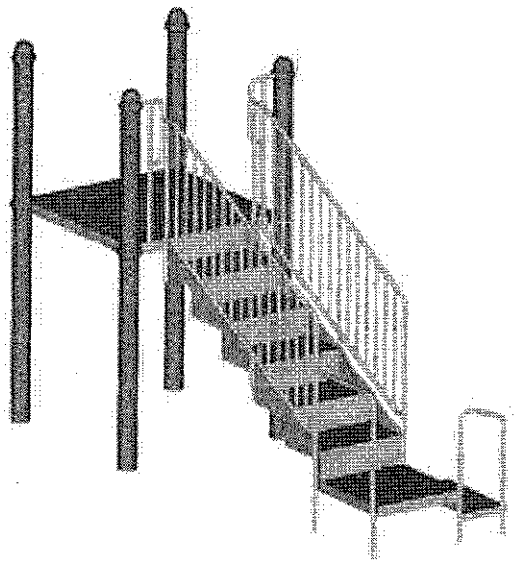




Kids' Choice® - Mira-Therm II
Square Transfer Points

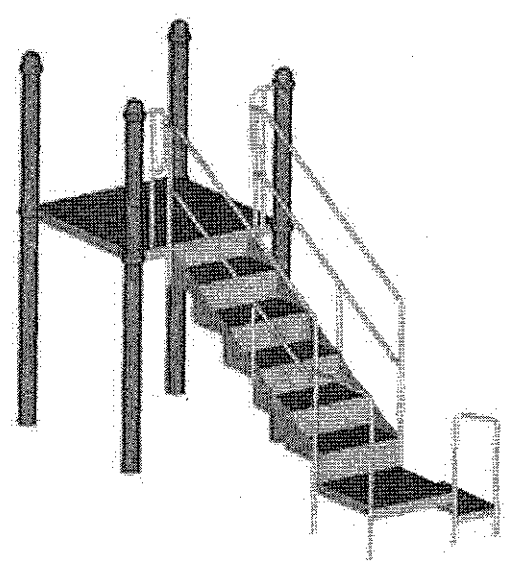
714-851-59 & 714-851-559 ORIENTED LEFT

Square Transfer Point for 5' Deck,
Closed Bottom Step exit LEFT



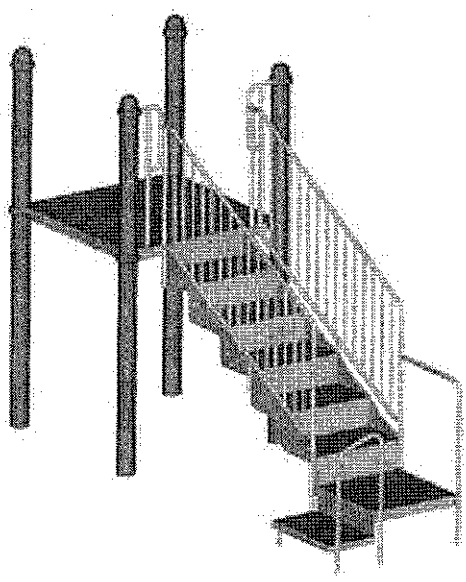
ORIENTED RIGHT ORIENTED STRAIGHT - HANDRAIL LEFT ORIENTED STRAIGHT - HANDRAIL RIGHT

Square Transfer Point for 5' Deck,
Open Bottom Step exit LEFT



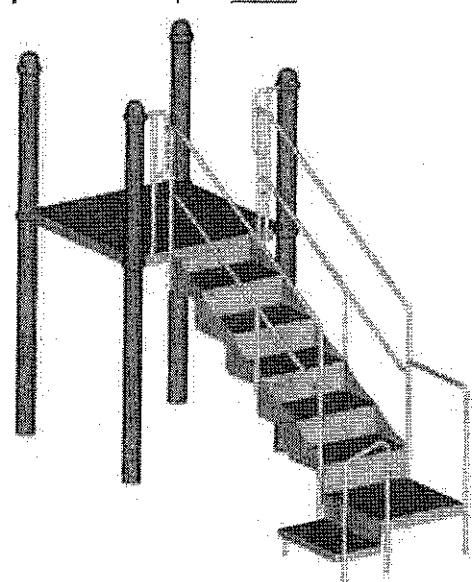
ORIENTED LEFT **714-851-59 & 714-851-559**

Square Transfer Point for 5' Deck,
Closed Bottom Step exit RIGHT



ORIENTED RIGHT ORIENTED STRAIGHT - HANDRAIL LEFT ORIENTED STRAIGHT - HANDRAIL RIGHT

Square Transfer Point for 5' Deck,
Open Bottom Step exit RIGHT



Square Transfer Points

714-851-39, 714-851-359, 714-851-49, 714-851-459, 714-851-59, 714-851-559, 714-851-69, 714-851-659

Kids' Choice® - Mira-Therm II Square Transfer Points

Square Transfer Points

ORIENTED
LEFT

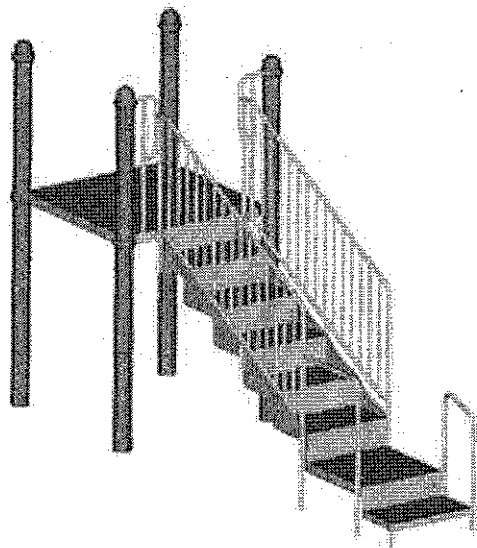
ORIENTED
RIGHT

714-851-59 & 714-851-559

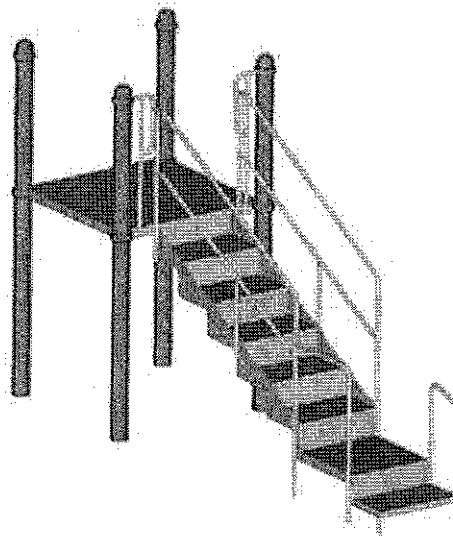
ORIENTED STRAIGHT
- HANDRAIL LEFT

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 5' Deck,
Closed** Bottom Step exit STRAIGHT, Handrail LEFT



**Square Transfer Point for 5' Deck,
Open** Bottom Step exit STRAIGHT, Handrail LEFT



ORIENTED
LEFT

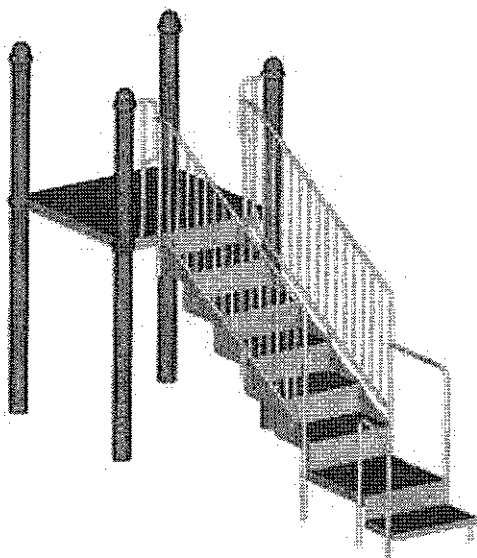
ORIENTED
RIGHT

ORIENTED STRAIGHT
- HANDRAIL LEFT

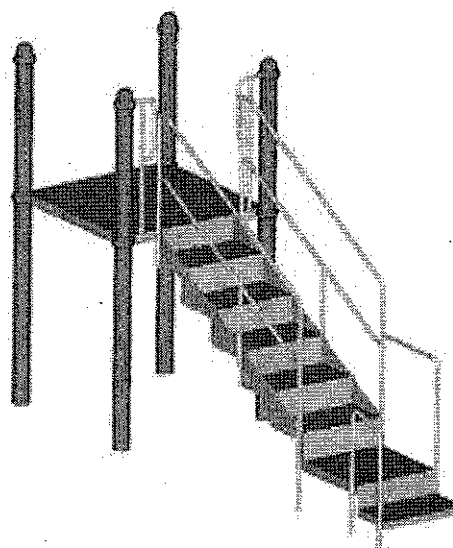
714-851-59 & 714-851-559

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 5' Deck,
Closed** Bottom Step exit STRAIGHT, Handrail RIGHT



**Square Transfer Point for 5' Deck,
Open** Bottom Step exit STRAIGHT, Handrail RIGHT

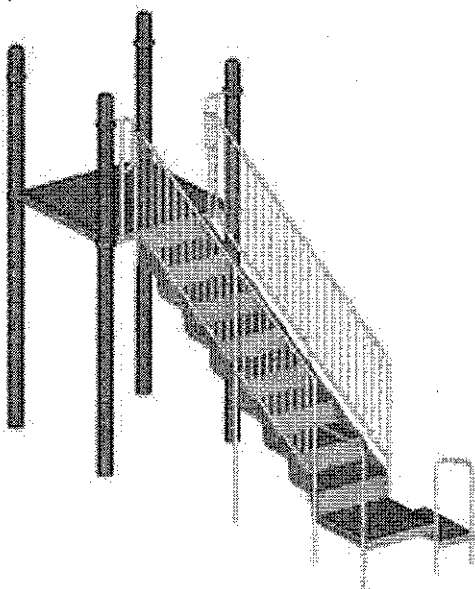
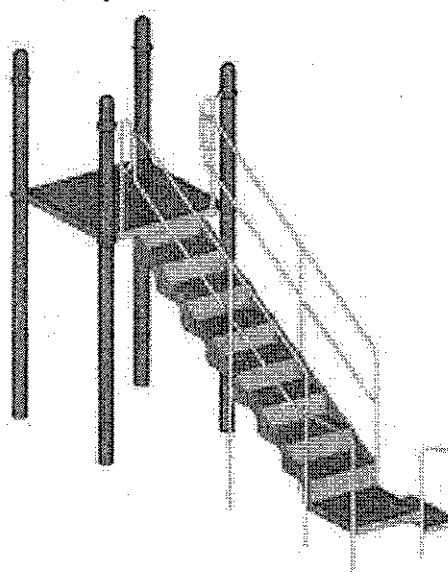
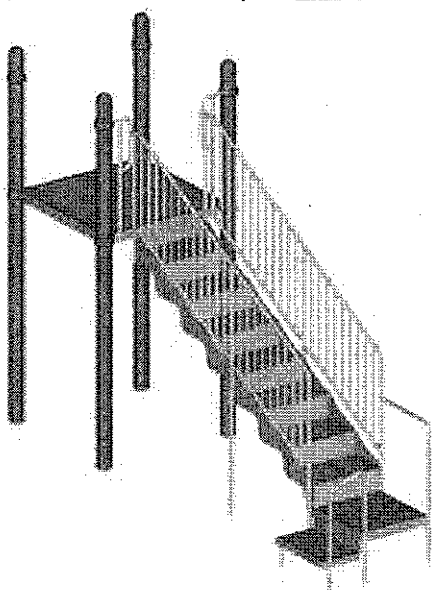
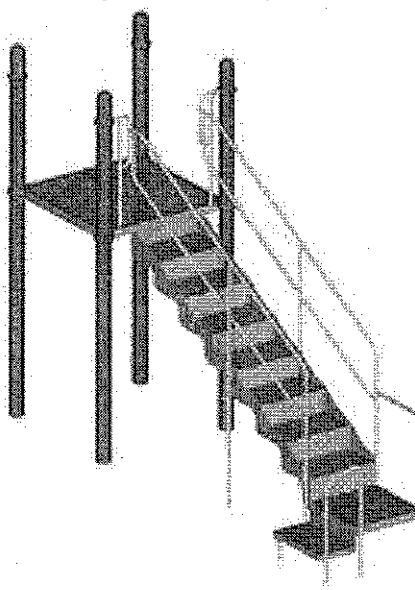


714-851-39, 714-851-359,
714-851-49, 714-851-459, 714-851-59, 714-851-559, 714-851-69, 714-851-659



Kids' Choice® - Mira-Therm II

Square Transfer Points

714-851-69 & 714-851-659ORIENTED
LEFT**Square Transfer Point for 6' & 6'-6"**
Deck, Closed Bottom Step exit LEFTORIENTED
RIGHTORIENTED STRAIGHT
- HANDRAIL LEFTORIENTED STRAIGHT
- HANDRAIL RIGHT**Square Transfer Point for 6' & 6'-6"**
Deck, Open Bottom Step exit LEFTORIENTED
LEFT**714-851-69 & 714-851-659**ORIENTED
RIGHTORIENTED STRAIGHT
- HANDRAIL LEFTORIENTED STRAIGHT
- HANDRAIL RIGHT**Square Transfer Point for 6' & 6'-6"**
Deck, Closed Bottom Step exit RIGHT**Square Transfer Point for 6' & 6'-6"**
Deck, Open Bottom Step exit RIGHT

Square Transfer Points

714-851-39, 714-851-359, 714-851-49, 714-851-59, 714-851-559,
714-851-69, 714-851-659

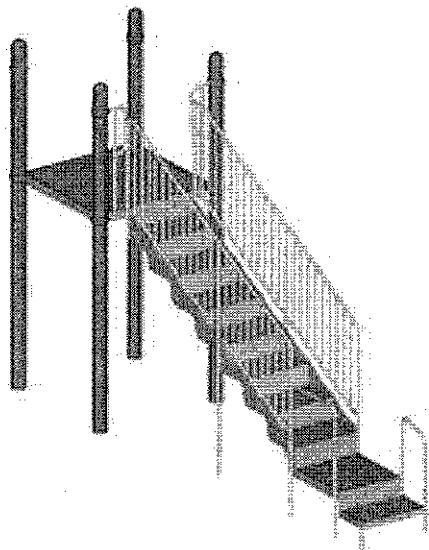
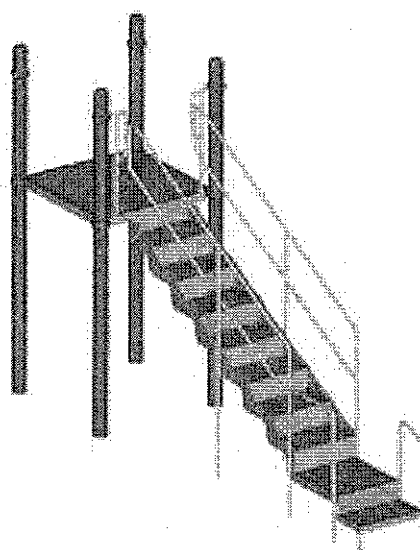
Kids' Choice® - Mira-Therm II

Square Transfer Points

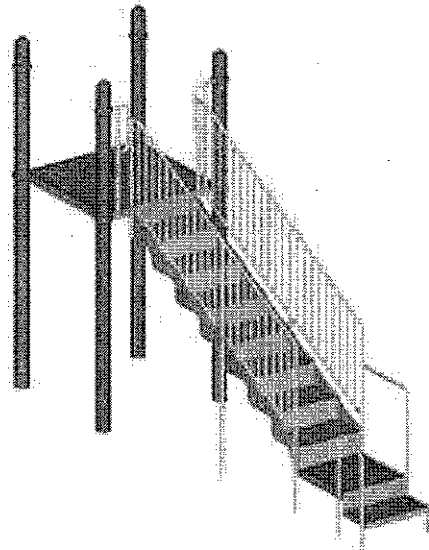
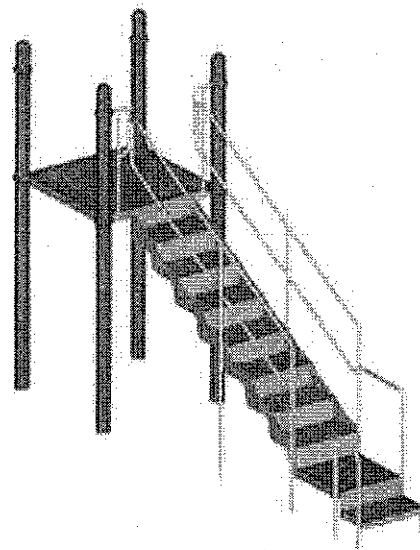
Square Transfer Points

ORIENTED
LEFTORIENTED
RIGHT

714-851-69 & 714-851-659

ORIENTED STRAIGHT
- HANDRAIL LEFTORIENTED STRAIGHT
- HANDRAIL RIGHTSquare Transfer Point for 6' & 6'-6"
Deck, ClosedBottom Step exit STRAIGHT, Handrail LEFTSquare Transfer Point for 6' & 6'-6"
Deck, OpenBottom Step exit STRAIGHT, Handrail LEFTORIENTED
LEFTORIENTED
RIGHTORIENTED STRAIGHT
- HANDRAIL LEFT

714-851-69 & 714-851-659

ORIENTED STRAIGHT
- HANDRAIL RIGHTSquare Transfer Point for 6' & 6'-6"
Deck, ClosedBottom Step exit STRAIGHT, Handrail RIGHTSquare Transfer Point for 6' & 6'-6"
Deck, OpenBottom Step exit STRAIGHT, Handrail RIGHT

714-851-39, 714-851-359, 714-851-49, 714-851-459, 714-851-59, 714-851-559, 714-851-69, 714-851-659



MIRACLE
RECREATION EQUIPMENT COMPANY

Kids' Choice® - Mira-Therm II Square Transfer Points

January 31, 2007

Rev. B

MODEL #	PRODUCT	ORIENTATION	GRND. SPC.	PROT. AREA	CONCRETE
714-851-39	Sqr. Transfer Point, 3' Dk, Closed	Left or Right ...	4'-9" x 4'-0"	17'-2" x 16'-0"	0.30 cu. yds.
		Straight ...	5'-10" x 3'-6"	18'-3" x 14'-11"	0.30 cu. yds.
714-851-359	Sqr. Transfer Point, 3' Dk, Open	Left or Right ...	4'-9" x 4'-0"	17'-2" x 16'-0"	0.30 cu. yds.
		Straight ...	5'-10" x 3'-6"	18'-3" x 14'-11"	0.30 cu. yds.
714-851-49	Sqr. Transfer Point, 4' Dk, Closed	Left or Right ...	5'-11" x 4'-1"	18'-4" x 16'-0"	0.30 cu. yds.
		Straight ...	7'-0" x 3'-6"	19'-5" x 14'-11"	0.30 cu. yds.
714-851-459	Sqr. Transfer Point, 4' Dk, Open	Left or Right ...	5'-11" x 4'-1"	18'-4" x 16'-0"	0.30 cu. yds.
		Straight ...	7'-0" x 3'-6"	19'-5" x 14'-11"	0.30 cu. yds.
714-851-59	Sqr. Transfer Point, 5' Dk, Closed	Left or Right ...	8'-3" x 4'-0"	20'-9" x 16'-0"	0.30 cu. yds.
		Straight ...	9'-4" x 3'-6"	21'-10" x 14'-11"	0.30 cu. yds.
714-851-559	Sqr. Transfer Point, 5' Dk, Open	Left or Right ...	8'-3" x 4'-0"	20'-9" x 16'-0"	0.30 cu. yds.
		Straight ...	9'-4" x 3'-6"	21'-10" x 14'-11"	0.30 cu. yds.
714-851-69	Sqr. Transfer Point, 6' Dk, Closed	Left or Right ...	10'-8" x 4'-1"	23'-1" x 16'-0"	0.40 cu. yds.
		Straight ...	11'-9" x 3'-6"	24'-2" x 14'-11"	0.40 cu. yds.
714-851-659	Sqr. Transfer Point, 6' Dk, Open	Left or Right ...	10'-8" x 4'-1"	23'-1" x 16'-0"	0.40 cu. yds.
		Straight ...	11'-9" x 3'-6"	24'-2" x 14'-11"	0.40 cu. yds.

DESCRIPTION

These models are designed to assist disabled users gain access to and egress from a deck system.

MATERIALS

Stair Assembly:

Each stair assembly shall be constructed of 11 ga. steel stringers solid welded to 11 ga. steel sheet decking that is perforated in a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Approximate dimensions of stair assembly shall be 26" overall width, 14" deep step tread and 8" high step rise.

Transfer Point Deck:

Each 26" square (approximate) transfer point deck shall be constructed of 11 ga. steel sheet folded to form approximately 3" high sidewalls. The decking shall be perforated in a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. It shall be reinforced with cross braces of 3/16" x 2" HR flat solid welded.

Bottom Step:

The bottom step shall be constructed of 11 ga. steel sheet (with folded edges) perforated in an identical pattern. The step shall be approximately 26" wide by 14" deep by 6-1/2" high.

Deck Enclosures:

Deck enclosures shall be constructed of formed 1" pipe, including a welded upright of the same material. Each assembly shall be drilled for field assembly of a stair handrail, and shall have its bottom end mashed and punched for field assembly to deck.

... continued next page

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Square Transfer Points

714-851-39, 714-851-359, 714-851-49, 714-851-459, 714-851-59, 714-851-559, 714-851-69, 714-851-659

Kids' Choice® - Mira-Therm II Square Transfer Points

MATERIALS (continued)

Stair Handrail and Stair/Deck Handrail:

Stair handrail assemblies shall be welded upper and lower handrails of formed 1" pipe. Closed handrails shall contain vertical uprights of 3/4" x 1" oval tube welded within. Swaged handrail extensions for field assembly to handrails shall be constructed of 1" pipe. A transfer deck handrail constructed of formed 1" pipe shall be field assembled to one handrail newel upright and transfer point deck edge. Models designed for assembly to 5' and 6' or 6'-6" decks shall contain handrail sleeve supports constructed of 1-1/4" pipe, 10 ga.

Transfer Step Handrail:

The "U"-shaped transfer step handrail shall be formed 1" pipe, drilled for field assembly to transfer point deck and bottom step. Its apex shall be 36-1/8" from finished grade.

Rung Leg:

The rung leg shall be 1" pipe with ends mashed and punched for field assembly to bottom step.

Fasteners:

Each assembly shall contain Versalok Fasteners and Fastener Style A hardware.

Finishes:

The stairs, bottom step, and transfer point deck shall be finished in Mira-Therm. The deck enclosures, handrails, extensions, sleeves, and leg shall be finished in Mira-Cote.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Square Transfer Points

714-851-39, 714-851-359, 714-851-49, 714-851-59, 714-851-559, 714-851-69, 714-851-659



Product Specifications

October 18, 2007

Rev. C

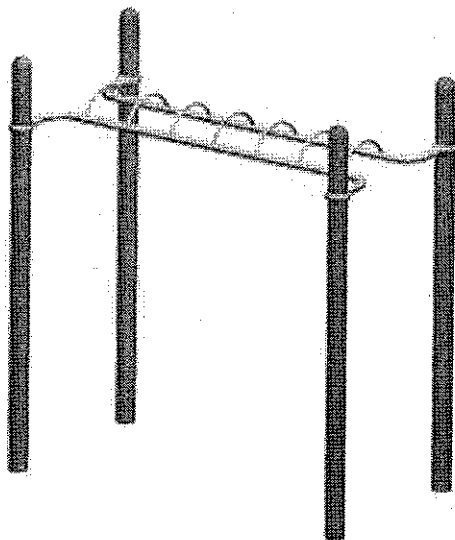
Kids' Choice

Horizontal Ladders, "L" Ladder, Orbit Climber, Spider Ladder

Deck system(s), Deck Enclosure(s), Posts, or End Climber(s) not included in these assemblies.

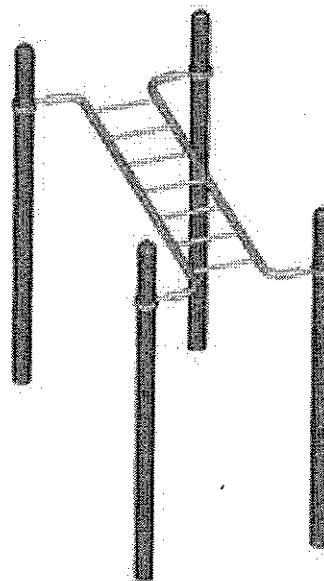
714-604-5

Inverted Horizontal Loop Ladder



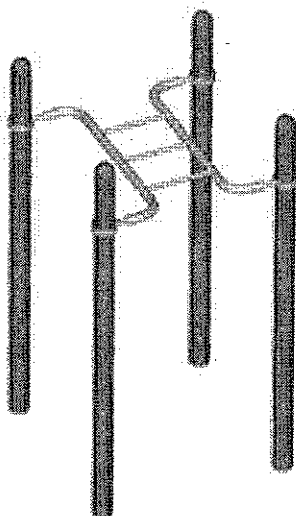
714-863-5

8' Horizontal Ladder



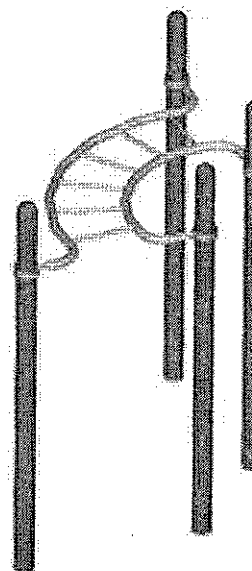
714-863-45

4' Horizontal Ladder



714-914-5

"L" Ladder



Horizontal, Spider and "L" Ladders, Orbit Climber

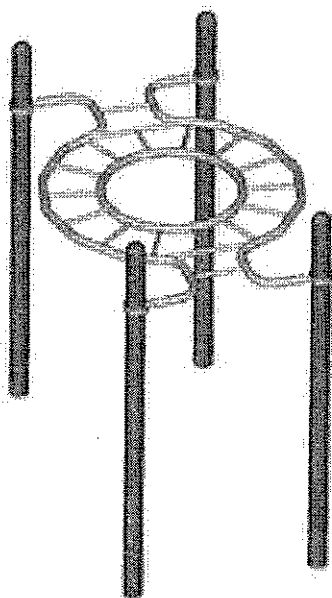


Kids' Choice

Horizontal Ladders, "L" Ladder, Orbit Climber, Spider Ladder

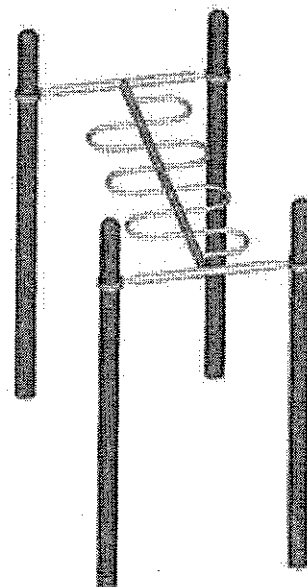
714-944-5

Orbit Climber



714-964-5

Spider Ladder



Horizontal, Spider and "L" Ladders, Orbit Climber



Kids' Choice

Horizontal Ladders, "L" Ladder, Orbit Climber, Spider Ladder

<u>MODEL #</u>	<u>PRODUCT</u>	<u>GROUND SPACE</u>
714-604-5	Inverted Horizontal Loop Ladder	8'-6" x 4'-6"
714-863-5	8' Horizontal Ladder	4' x 8'
714-863-45	4' Horizontal Ladder	4' x 4'
714-914-5	"L" Ladder	6' x 6'
714-944-5	Orbit Climber	6' x 8'
714-964-5	Spider Ladder	4' x 8'

DESCRIPTION

These overhead climber components may be mounted between decks, ground-to-deck or freestanding.

MATERIALS

Horizontal Ladders, "L" Ladder & Orbit Climber: The ladder rails shall be constructed of 2" pipe. Ladder rungs shall be constructed of 1" pipe. Each rail assembly shall be solid welded.

Spider Ladder: The spider ladder shall consist of a center support rail of 2" pipe and a series of alternating "U" loops of 1" pipe all solid welded.

Versalok Fasteners: All Versalok Fasteners for deck and component attachment shall be aluminum alloy.

Fasteners: All hardware shall be Fastener Style A.

Finishes: The Versalok Fasteners and overhead climber assemblies shall have a Mira-cote finish.

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items.

Horizontal, Spider and "L" Ladders, Orbit Climber



MIRACLE
RECREATION EQUIPMENT COMPANY

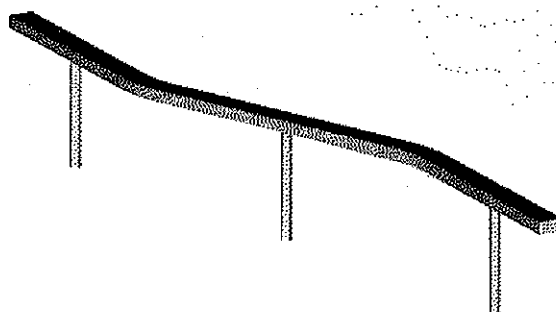
Product Specifications

May 18, 2001 Rev. A

Kids' Choice
Curved Balance Beam

714-913S

Curved Balance Beam



Curved Balance Beam

714-913-S

Kids' Choice Curved Balance Beam

<u>MODEL #</u>	<u>PRODUCT</u>	<u>PROTECTIVE AREA</u>	<u>GROUND SPACE</u>	<u>CONCRETE</u>
714-913-S	Curved Balance Beam	15' x 24'	2' x 10'-10"	0.15 cu. yds.

DESCRIPTION

The curved balance beam is a flat, "S"-shaped weldment.

MATERIALS

Curved Balance Beam: The balance beam shall be constructed of formed 2" x 4" 11 ga. galvanized with three legs of 1-1/4" pipe solid welded beneath, and end caps of 14 ga. sheet A-60 Galvannealed welded on each end.

Finish: The beam assembly shall be finished in Mira-cote.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

March 8, 2006

Rev. C

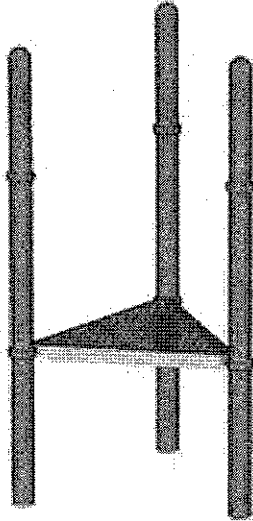
Kids' Choice® - Mira-Therm II
Decks

Deck Posts not included in these assemblies.

714-501-9 & 714-502-9

Triangle Deck

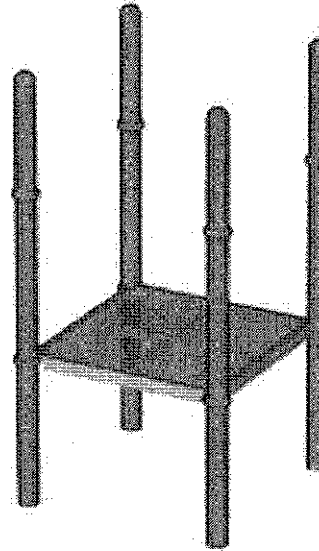
Model # 714-501-9 requires three (3) Posts.



714-503-9 & 714-504-9

Square Deck

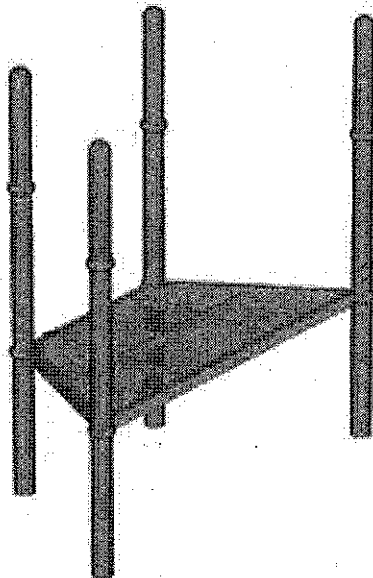
Model # 714-502-9 requires four (4) Posts.



714-501-9 & 714-502-9

Half Hex Deck (Full)

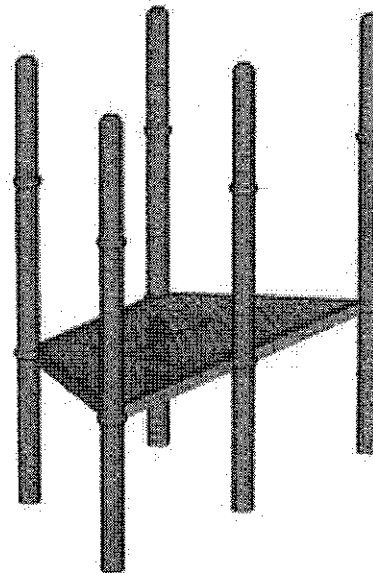
Model # 714-503-9 requires four (4) Posts.



714-503-9 & 714-504-9

Half Hex Deck (Open)

Model # 714-504-9 requires five (5) Posts.



Decks

714-501-9, 714-502-9, 714-503-9, 714-504-9, 714-505-9, 714-506-9, 714-507-9,
714-508-9, 714-509-9, 714-510-9, 714-512-9, 714-517-9



Kids' Choice® - Mira-Therm II
Decks

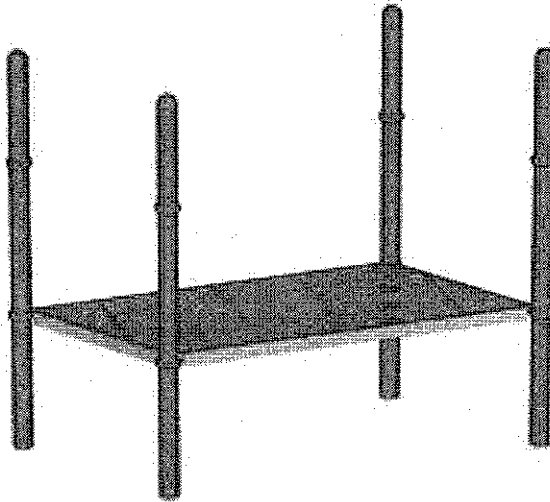
714-501-9 thru 714-504-9

714-505-9 & 714-506-9

714-507-9 thru 714-517-9

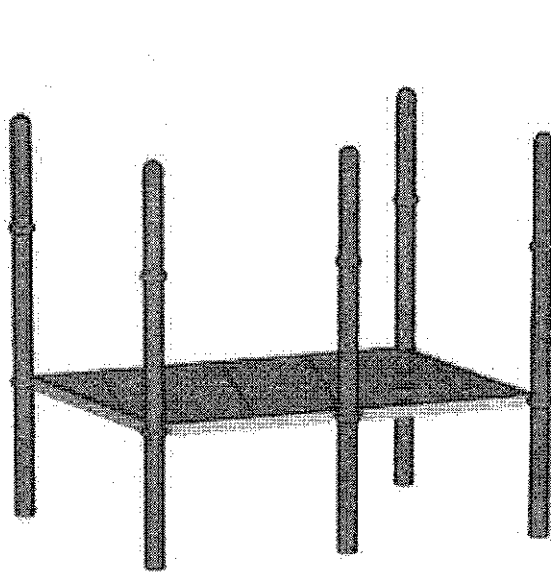
Parallelogram Deck (Full)

Model # 714-505-9 requires four (4) Posts.



Parallelogram Deck (Half Open)

Model # 714-506-9 requires five (5) Posts.



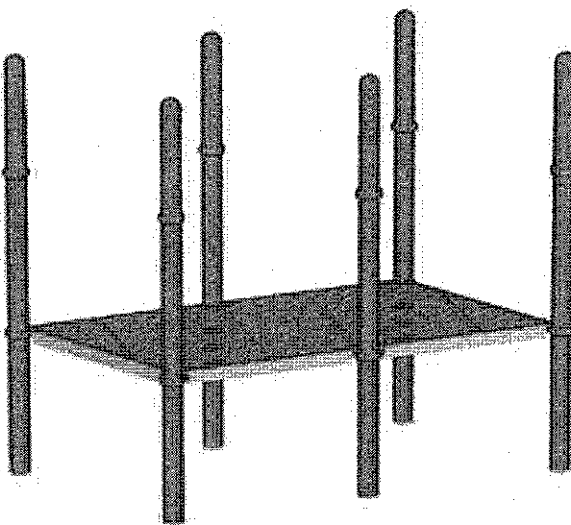
714-501-9 thru 714-506-9

714-507-9 & 714-508-9

714-509-9 thru 714-517-9

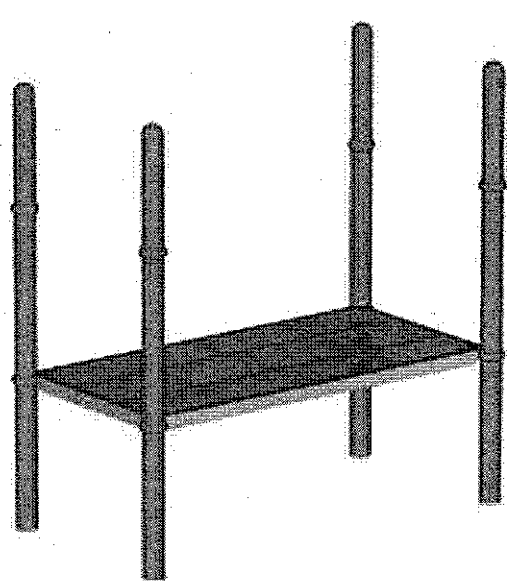
Parallelogram Deck (Open)

Model # 714-507-9 requires six (6) Posts.



Rectangle Deck (Full)

Model # 714-508-9 requires four (4) Posts.



Decks

714-501-9, 714-502-9, 714-503-9, 714-504-9, 714-505-9, 714-506-9, 714-507-9, 714-508-9, 714-509-9, 714-510-9, 714-512-9, 714-517-9



Kids' Choice® - Mira-Therm II
Decks

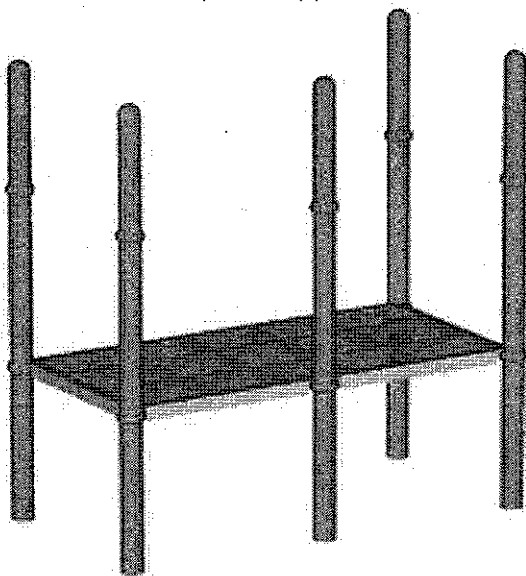
714-501-9 thru 714-508-9

714-509-9 & 714-510-9

714-512-9 & 714-517-9

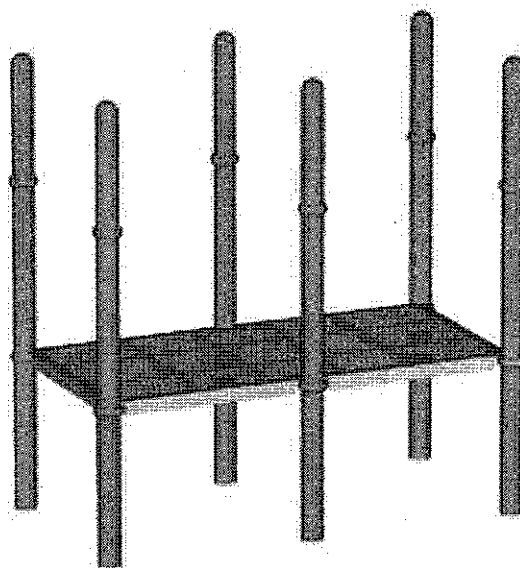
Rectangle Deck (Half Open)

Model # 714-509-9 requires five (5) Posts.



Rectangle Deck (Open)

Model # 714-510-9 requires six (6) Posts.

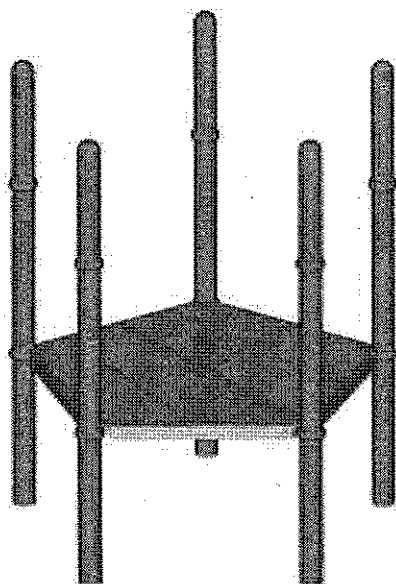


714-501-9 thru 714-510-9

714-512-9 & 714-517-9

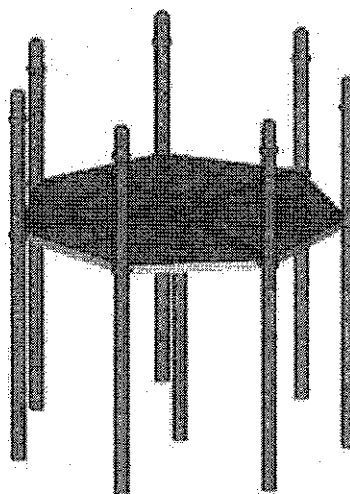
Pentagon Deck

Model # 714-512-9 requires five (5) Posts.



Heptagon Deck

Model # 714-517-9 requires seven (7) Posts and one (1) middle support post.



Decks

714-501-9, 714-502-9, 714-503-9, 714-504-9, 714-505-9, 714-506-9, 714-507-9, 714-508-9, 714-509-9, 714-510-9, 714-512-9, 714-517-9



Kids' Choice® - Mira-Therm II Decks

<u>MODEL #</u>	<u>PRODUCT</u>	<u>POSTS REQ'D</u>	<u>DECK SURFACE</u>	<u>CONCRETE</u>
714-501-9	Triangle Deck	3	7 sq. ft.	See Post specs
714-502-9	Square Deck	4	16 sq. ft.	"
714-503-9	Half Hex Deck (Full)	4	21 sq. ft.	"
714-504-9	Half Hex Deck (Open)	5	21 sq. ft.	"
714-505-9	Parallelogram Deck (Full)	4	28 sq. ft.	"
714-506-9	Parallelogram Deck (Half Open)	5	28 sq. ft.	"
714-507-9	Parallelogram Deck (Open)	6	28 sq. ft.	"
714-508-9	Rectangle Deck (Full)	4	32 sq. ft.	"
714-509-9	Rectangle Deck (Half Open)	5	32 sq. ft.	"
714-510-9	Rectangle Deck (Open)	6	32 sq. ft.	"
714-512-9	Pentagon Deck	5	26.5 sq. ft.	"
714-517-9	Heptagon Deck	7	55 sq. ft.	"

DESCRIPTION

Mira-Therm II deck models include an equilateral triangle deck, a square deck, three rectangular decks, three parallelogram decks, a pentagon deck, and a heptagon deck. Decks are designed for maximum flexibility in height of deck surface, from 0" to 6'-6" (in 6" increments), though 3', 5', and 6'-6" are considered standard deck heights.

Decks are designed on a 48" center-to-center spacing on 5" deck posts, at equal or varied heights. All deck-to-post connections are made with a deck support clamp. All deck connections are made beneath deck with no exposed fasteners on deck perimeter. Decks with 8' wide open side are designed to attach to another deck with 8' wide open side at same deck height.

MATERIALS

Decks: All decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid welded prior to PVC coating.

Fasteners: Deck assemblies shall contain Versalok Fasteners and Fastener Style A hardware.

Finishes: All deck surfaces shall be coated in Mira-Therm. Clamps shall have a Mira-Cote finish.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Decks

714-501-9, 714-502-9, 714-503-9, 714-504-9, 714-505-9, 714-506-9, 714-507-9, 714-508-9, 714-509-9, 714-510-9, 714-512-9, 714-517-9

Miracle *Product Specifications*

March 5, 2015

Rev. N

Kids' Choice®

Steel Posts (5" O.D., 11 ga. Round Tube) & Aluminum Posts

Steel Posts - 5" O.D., 11 ga.



MODEL	DESCRIPTION	USES	PART #
714-545-3	144" Deck Post (Cheer Roof).....	3' Deck.....	997292P
714-545-5	168" Deck Post (Cheer Roof).....	5' Deck.....	997294P
714-545-6	186" Deck Post (Cheer Roof).....	6'-6" Deck.....	908813P
714-545-8	204" Deck Post (Cheer Roof).....	8' Deck.....	997297P
714-545-10	228" Deck Post (Cheer Roof).....	10" Deck.....	908812P
714-549-3	112" Deck Post.....	3' Decks.....	995228P
714-549-4	124" Deck Post.....	4' Decks.....	995229P
714-550-3	206" Deck Post (PlayCover).....	3' Deck & less.....	997215P
714-550-5	219" Deck Post (PlayCover).....	3'-6" to 5' Decks.....	997218P
714-550-6	243" Deck Post (PlayCover).....	5'-6" to 6'-6" Decks..	997203P
714-550-8	258" Deck Post (PlayCover).....	7' to 8' Decks.....	997315P
714-551	106" Deck Post	2'-6" Decks & less	713551P
714-552	136" Deck Post	3' to 5' Decks.....	713552P
714-552L	136" Deck Post w/CPSIA Label.....	3' to 5' Decks.....	996061P
714-553	160" Deck Post	5'-6" to 6'-6" Decks	713553P
714-554	178" Deck Post	7' to 8' Decks	713554P
714-556	196" Deck Post	10' Deck	985244P
714-571	106" Post (Roof).....	Ground Level.....	713561P
714-571L	106" Post (Roof) w/CPSIA Label.....	Ground Level.....	996352P
714-572	144" Deck Post (Roof)	3' Decks & less	713572P
714-573	168" Deck Post (Roof)	3'-6" to 5' Decks	713573P
714-574	186" Deck Post (Roof)	5'-6" to 6'-6" Decks	713574P
714-575	196" Deck Post (Uses 2 for Flippo Roof)	6'-6" Deck.....	985260P
714-576	204" Deck Post (Roof)	8' Deck	713818P
714-576-8	228" Deck Post (Topper).....	8' Deck.....	994097P
714-576-10	252" Deck Post (Topper).....	10' Deck.....	994407P


Top Views not shown. Refer to Installation Guides and/or Construction Drawings for Footing Layouts.

5" O.D., 11 ga. Steel Posts & Aluminum Posts

714-545-3, 714-545-5, 714-545-6, 714-545-8, 714-545-10, 714-549-3, 714-549-4, 714-549-10, 714-549-12, 714-550-3, 714-550-5, 714-550-6, 714-550-8, 714-551, 714-551-2, 714-552, 714-552L, 714-552-2L, 714-553, 714-553-2, 714-554, 714-554-2, 714-556, 714-571, 714-571-2, 714-572, 714-572-2, 714-573, 714-573-2, 714-574, 714-574-2, 714-575, 714-576, 714-576-8, 714-576-10

Kids' Choice®

Steel Posts (5" O.D., 11 ga. Round Tube) & Aluminum Posts

			Aluminum Posts - 5" O.D.	
	MODEL	DESCRIPTION	USES	PART #
	714-549-32	112" Deck Post.....	3' Decks.....	995230P
	714-549-42	124" Deck Post.....	4' Decks.....	995231P
	714-551-2	106" Deck Post	2'-6" Decks & less	713593P
	714-552-2	136" Deck Post	5' Decks	713594P
	714-552-2L	136" Deck Post w/CPSIA Label	5' Decks.....	996065P
	714-553-2	160" Deck Post	5'-6" to 6'-6" Decks	713595P
	714-554-2	178" Deck Post	7' to 8' Decks	713599P
	714-571-2	106" Post (Roof).....	Ground Level.....	713588P
	714-572-2	144" Deck Post (Roof)	3' Decks & less	713589P
	714-573-2	168" Deck Post (Roof)	3'-6" to 5' Decks	713590P
	714-574-2	186" Deck Post (Roof)	5'-6" to 6'-6" Decks	713591P

Top Views not shown. Refer to Installation Guides and/or Construction Drawing for Footing Layouts.

CONCRETE

0.13 cubic yards required per post (0.26 cubic yards per post for model #s 714-550-3, 714-550-5, 714-550-6 and 714-550-8).

DESCRIPTION

Posts are used for support of deck systems and freestanding components.

MATERIALS

Steel Post Assembly:

Steel posts shall be constructed of 5" tube, 11 ga. Posts not designed for roof assemblies shall have 5" round end caps pressed in at the factory.

Aluminum Post Assembly:

Aluminum posts shall be constructed of 5" aluminum tube. Posts not designed for roof assemblies shall have 5" round end caps pressed in at the factory.

Fasteners:

Components shall be field assembled to Posts by means of Versalok Fasteners, Fastener Style A hardware and/or Fastener Style B hardware.

Finishes:

Post assemblies and clamps shall be finished in Mira-Cote.

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items.

5" O.D., 11 ga. Steel Posts & Aluminum Posts

714-545-3, 714-545-5, 714-545-6, 714-545-8, 714-545-10, 714-549-3, 714-549-4, 714-549-42, 714-550-3, 714-550-5, 714-550-6, 714-550-8, 714-551-2, 714-552, 714-552L, 714-552-2, 714-552-2L, 714-553, 714-553-2, 714-554, 714-554-2, 714-556, 714-571, 714-571-2, 714-571L, 714-572, 714-572-2, 714-573, 714-573-2, 714-574, 714-574-2, 714-575, 714-576, 714-576-8, 714-576-10



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

July 1, 2009

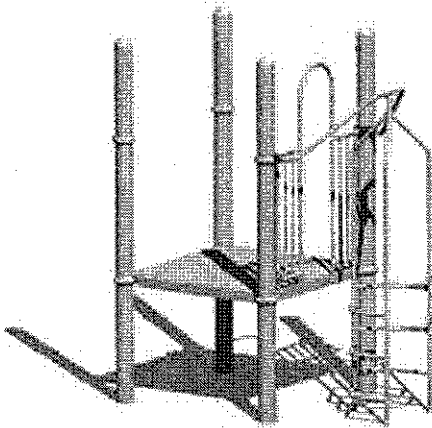
Rev. B

Kids' Choice®

Tree-O™ Climber

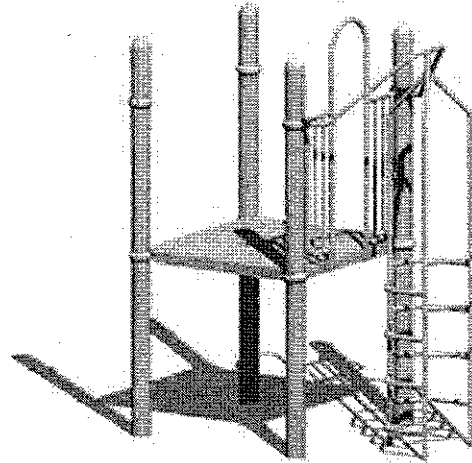
714-605-3

Tree-O Climber
for 3' Deck



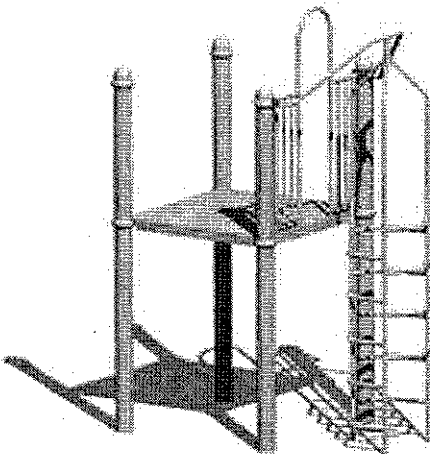
714-605-4

Tree-O Climber
for 4' Deck



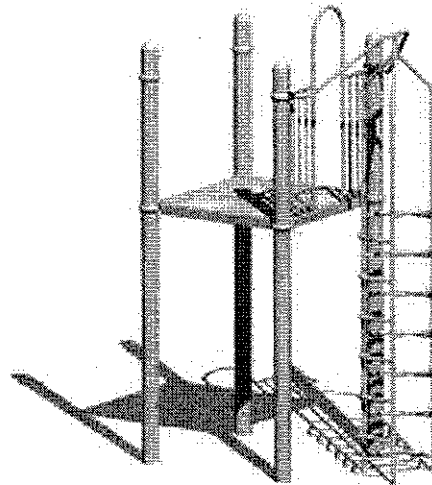
714-605-5

Tree-O Climber
for 5' Deck



714-605-6

Tree-O Climber
for 6' or 6'-6" Deck



Tree-O Climber

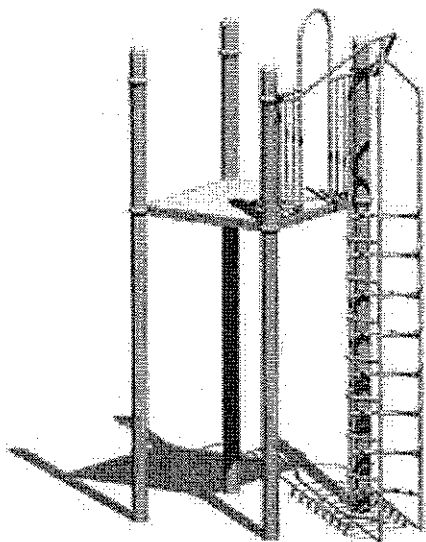
714-605-3, 714-605-4, 714-605-6, 714-605-8, 714-605-10

Tree-O Climber

Kids' Choice®
Tree-O™ Climber

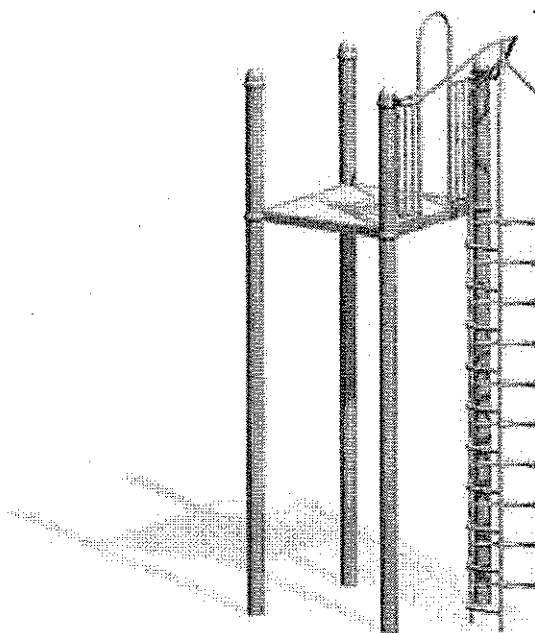
714-605-8

Tree-O Climber
for 8' Deck



714-605-10

Tree-O Climber
for 10' Deck



714-605-3, 714-605-4, 714-605-6, 714-605-8, 714-605-10

**MIRACLE** Kids' Choice®
RECREATION EQUIPMENT COMPANY Tree-O™ Climber

MODEL #	PRODUCT	PROT. AREA	GROUND SPACE	CONCRETE
714-605-3	Tree-O Climber for 3' Deck	15'-11 x 17'	4'-6" x 3'-4"	0.65 cu. yds.
714-605-4	Tree-O Climber for 4' Deck	15'-11 x 17'	4'-6" x 3'-4"	0.65 cu. yds.
714-605-5	Tree-O Climber for 5' Deck	15'-11 x 17'	4'-6" x 3'-4"	0.65 cu. yds.
714-605-6	Tree-O Climber for 6' or 6'-6" Deck	15'-11 x 17'	4'-6" x 3'-4"	0.65 cu. yds.
714-605-8	Tree-O Climber for 8' Deck	15'-11 x 17'	4'-6" x 3'-4"	0.65 cu. yds.
714-605-10	Tree-O Climber for 10' Deck	15'-11 x 17'	4'-6" x 3'-4"	0.65 cu. yds.

DESCRIPTION

The Tree-O Climber is a vertical climbing challenge featuring alternating, 60° rungs, rising to deck heights of 3', 4', 5', 6', 6'-6", 8' or 10', with arch enclosure.

MATERIALS

Climber: The Climber shall comprise 3 side rails, 60° rungs, an upper arm, and plastic pipe plug. The side rails shall be constructed of 1" pipe and shall be 175-3/16" in length. Rungs shall be constructed of 1" pipe and shall measure 19-9/16" in length. Upper arm shall consist of swaged tube constructed of 1-1/4" pipe.

Support Header: Support Header shall be composed of 1" pipe, solid welded to a support sleeve of 1-1/4" pipe, all solid welded.

Arch Enclosure: The arch enclosure shall comprise top supports and an arched upright of 1" pipe and spoked infill of 1" tube, all solid welded.

Fasteners: All models shall contain Fastener Style A hardware.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

September 24, 2009

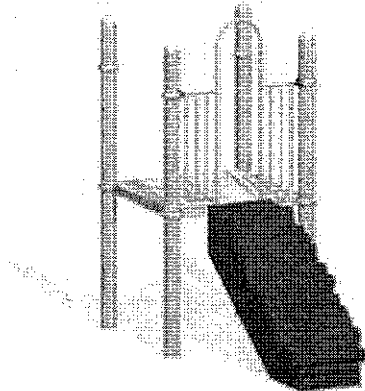
Rev. A

Kids' Choice®

Big Timber® Climbers to Deck - Log Climber and Bear Paw Climber

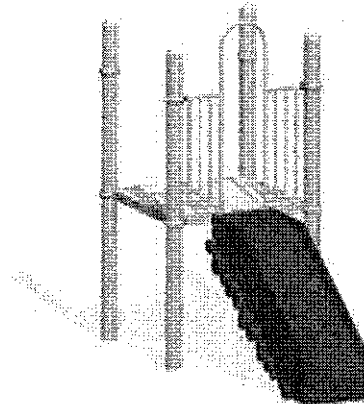
714-623C

Log Climber to Deck



714-623S

Bear Paw Climber to Deck



MODEL #	PRODUCT	GRD SPACE	PROT AREA	CONCRETE
714-623C	Big Timber Log Climber to Deck	2'-5" x 5'-10 1/4"	14'-11" x 12'-1 1/4"	0.04 cu. yds.
714-623S	Big Timber Bear Paw Climber to Deck	2'-5" x 5'-10 1/4"	14'-11" x 12'-1 1/4"	0.04 cu. yds.

DESCRIPTION

The Big Timber Log Climber and Bear Paw Climber are ground-to-deck climbing components.

MATERIALS

Log Climber:	Log Climber shall be constructed of <u>Rockite</u> with a sculpted log and wood pattern. Log Climber shall measure 47" in length, 21-58" in width and 15-9/16" in height.
Bear Paw Climber:	Bear Paw Climber shall be constructed of <u>Rockite</u> with a sculpted log and wood pattern with staggered paw prints along its length. Bear Paw Climber shall measure 47" in length, 21-58" in width and 15-9/16" in height.
Climber Leg:	Climber Leg shall comprise an upright and angle bracket. Upright shall be constructed of <u>1-1/2" pipe</u> and shall measure 29-13/16" in height, solid <u>welded</u> to a 20" x 2-1/2" angle bracket constructed of 11 ga. sheet.
Enclosure:	Enclosure shall comprise top rails, L rails, and arch of <u>1" pipe</u> , <u>Gator Grip</u> , and spokes of <u>3/4" x 1" oval tube</u> . Enclosure shall have a 7 ga. galvanized sheet constructed hand support bracket solid <u>welded</u> to inside uprights. Enclosure shall measure 62-3/8" in length and 41-1/2" in width.
Fill Plate:	Fill plate shall be constructed of 11 ga. sheet steel, A-60. Fill plate shall measure 21-1/2" in length and 4-1/2" in height.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Big Timber Climbers to Deck

714-623C, 714-623S



Product Specifications

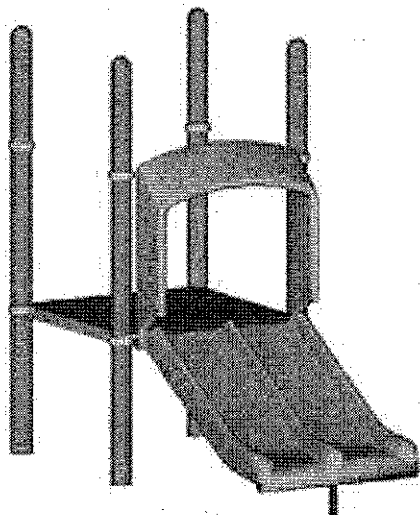
Kids' Choice®

Side-by-Side Slide, Bump & Glide Slides & Bunny Hill Slide

Side-by-Side, Bump & Glide, and Bunny Hill Slides

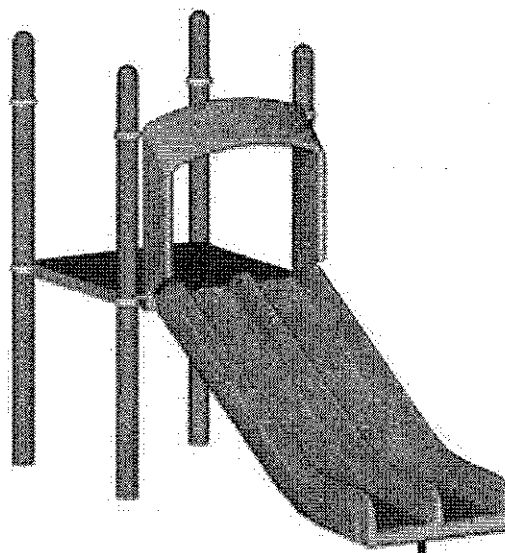
714-700

Side-by-Side Slide from 3' Deck



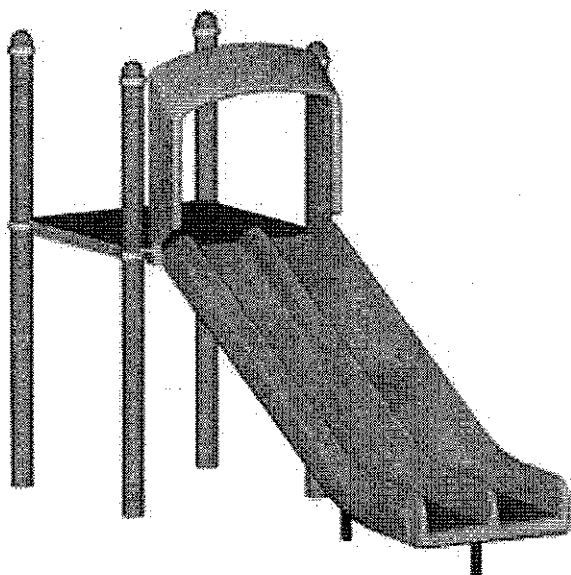
714-728-4

Bump & Glide Slide from 4' Deck



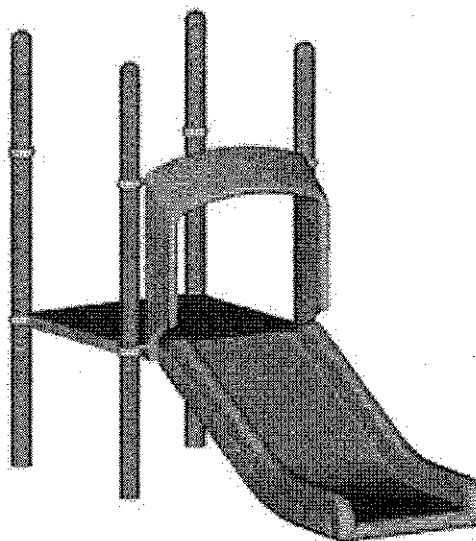
714-728-5

Bump & Glide Slide from 4'-6" to 5'-6" Deck



714-736

Bunny Hill Slide from 3' Deck





Kids' Choice®

Side-by-Side Slide, Bump & Glide Slides & Bunny Hill Slide

<u>MODEL #</u>	<u>PRODUCT</u>	<u>GROUND SPACE</u>	<u>PROTECTIVE AREA</u>	<u>CONCRETE</u>
714-700	Side-by-Side Slide from 3' Deck	4'-1" x 5'-8"	16' x 18'-1"	.05 cu. yds.
714-728-4	Bump & Glide Slide from 4' Deck	4'-1" x 8'-11"	16'-1" x 22'-5"	.10 cu. yds.
714-728-5	Bump & Glide Slide from 4'-6" to 5'-6" Deck	4'-1" x 10'-1"	16'-1" x 24'-6"	.10 cu. yds.
714-736	Bunny Hill Slide from 3' Deck	4'-1" x 7'-5"	16'-3" x 19'-10"	.05 cu. yds.

DESCRIPTION

Model # 714-700 is a dual bedway Groove slide for 3' Deck. Model # 714-728-4 and # 714-728-5 are double bedway slides for a 4' deck and 5' deck respectively, with one bedway Mogul, the other Groove. Model # 714-736 is a single wide-bedway Groove slide for a 3' deck. Each slide features a Rockite canopy.

MATERIALS

Side-by-Side Slide: The slide shall be constructed of Rockite with threaded fasteners incorporated for assembly.
714-700 The dimensions shall be: each bedway width, 17"; outside overall, 42"; rail width, 3"; top of bedway to top of rail, 4-1/2"; bedway thickness, 3"; and bedway length, 5'-5".

Bump & Glide Slides: The slide shall be constructed of Rockite with threaded fasteners incorporated for assembly.
714-728-4 & The dimensions shall be: bedway width, 16-1/4"; outside overall, 40"; inside rail width, 1-1/4";
714-728-5 outside rail widths, 1-1/2"; top of bedway to top of rail, 7-1/2" - 8-1/2"; bedway thickness, 4-1/2" - 5-1/2"; and bedway length, approximately 8' (for # 714-728-4) and 10' (for # 714-728-5.)

Bunny Hill Slide: The slide shall be constructed of Rockite with threaded fasteners incorporated for assembly.
714-736 The dimensions shall be: bedway width, 31-1/4"; outside overall, 40"; rail width, 3-5/8"; top of bedway to top of rail, 6-1/2"; and bedway thickness, 4-1/2".

"T" Leg: The front "T" leg, and middle leg for Model # 714-728-4 and # 714-728-5, shall comprise an upright and a top. The upright shall be constructed of 2" pipe with a 1-1/4" x 3-1/4" channel top constructed of 11 ga. sheet, welded to the upright in a "T" configuration.

Canopy: The canopy shall be constructed of Rockite with threaded fasteners incorporated for assembly. The canopy shall have an inside width of 39" and an outside width of 44" and shall be slanted at 37 degrees. It shall be field-attached to the posts via clamps and a 41-1/2" rung of 1" pipe.

Fasteners: Each assembly shall contain Versalok Fasteners and Fastener Style A hardware.

Finishes: The Rockite slide and canopy shall have color molded in. The legs, rung, and clamps shall have a Mira-Cote finish.

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items.

Side-by-Side, Bump & Glide, and Bunny Hill Slides



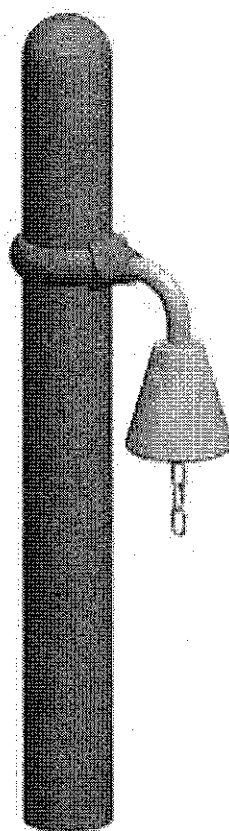
Product Specifications

Kids' Choice®
Bell, Post Mount

MIRACLE
RECREATION EQUIPMENT COMPANY

714-796-P1

Bell, Post Mount



Bell, Post Mount

714-796-P1



MIRACLE
RECREATION EQUIPMENT COMPANY

Kids' Choice®
Bell, Post Mount

<u>MODEL #</u>	<u>PRODUCT</u>	<u>PROT. AREA</u>	<u>GRND. SPACE</u>	<u>CONCRETE</u>
714-796-P1	Bell, Post Mount	None	1' x 1'	None

DESCRIPTION:

This post mount Bell is designed to add noisy, imaginative play to any pre-existing deck post.

Bell Assembly:

The Bell Assembly shall consist of a Bell, a Bell Support, a 6-link Chain, an eyebolt, and Fastener Style A hardware. The Bell shall be constructed of A-60 Galvannealed. The Bell Support shall be constructed of 1" Pipe, Gator Grip. The Bell Chain shall be constructed of 4/0 straight link coil chain.

Finishes:

The Bell shall have a Mira-Cote finish.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Bell, Post Mount

714-796-P1



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

April 14, 2005

Rev. C

Kids' Choice® - Mira-Therm II

ADA Stairs Between Decks - 1', 2', 2'-6" & 1'-6" Rise

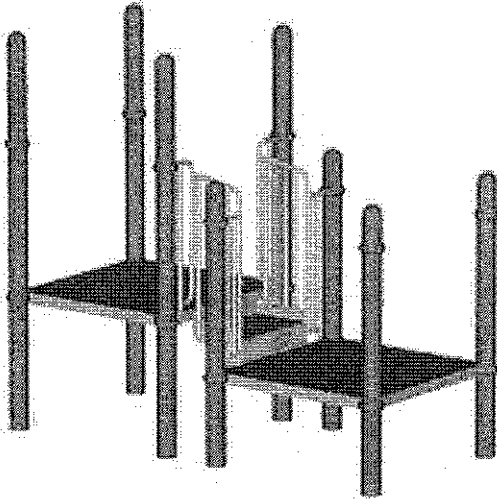
714-810-9 & 714-959-9

714-959-59 & 714-959-49

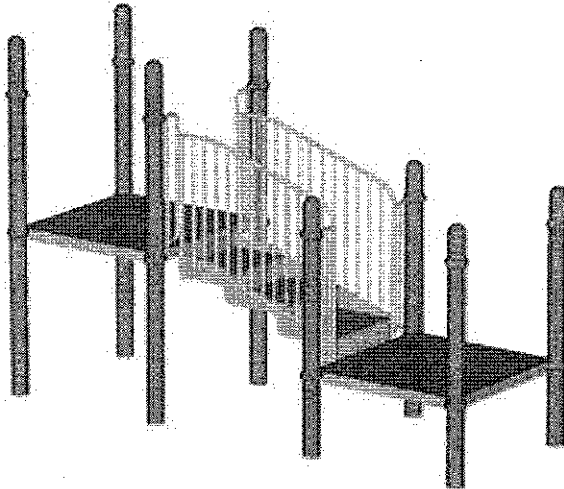
714-959-459

5 additional
stair models

**Stair (ADA) - 1' Rise Between Decks
with Spoked Handrails, 1'-4" Span**



**Stair (ADA) - 2' Rise Between Decks
with Spoked Handrails, 4'-6" Span**



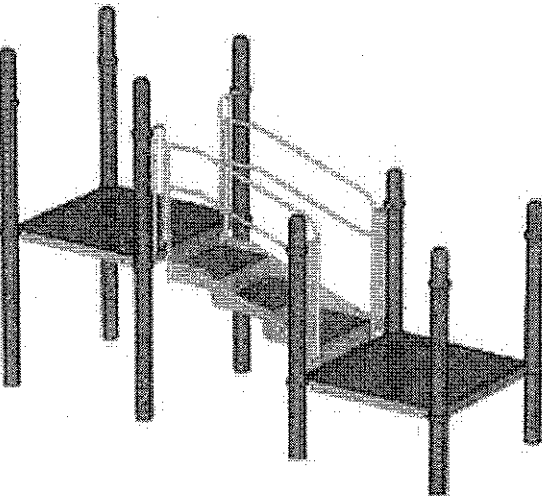
714-810-9 & 714-959-9

714-959-59 & 714-959-49

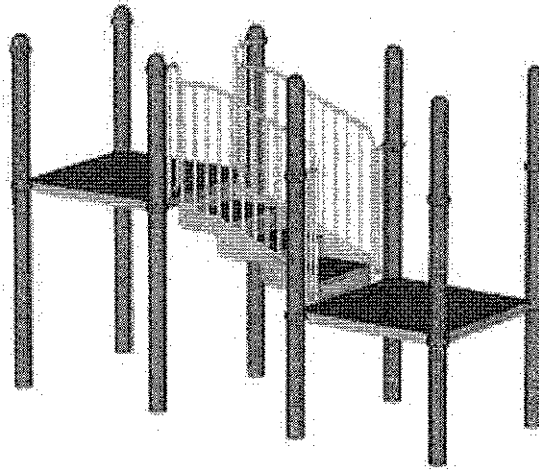
714-959-459

5 additional
stair models

**Stair (ADA) - 2' Rise Between Decks
with Open Handrails, 4'-6" Span**



**Stair (ADA) - 2' Rise Between Decks
with Spoked Handrails, 4'-0" Span**



ADA Stairs Between Decks

714-810-9, 714-959-9, 714-959-59, 714-959-49, 714-959-459, 714-960-9, 714-993-9,
714-993-59, 714-993-49, 714-993-459

Kids' Choice® - Mira-Therm II
ADA Stairs Between Decks

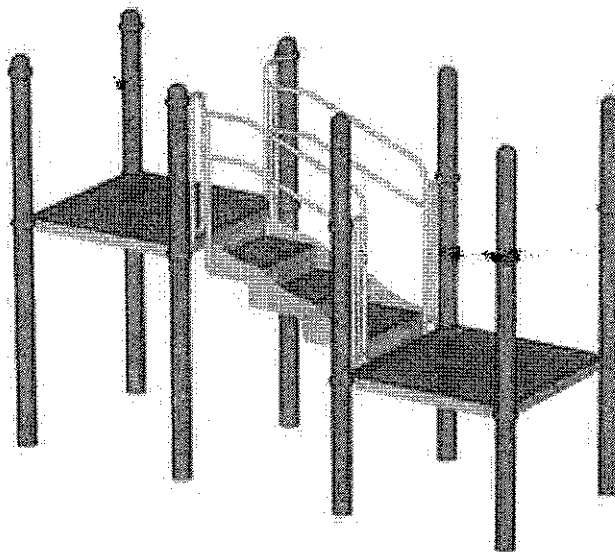
714-810-9 & 714-959-9

714-959-50 & 714-959-49

714-959-459

5 additional
stair models

Stair (ADA) - 2' Rise Between Decks
with Open Handrails, 4'-0" Span



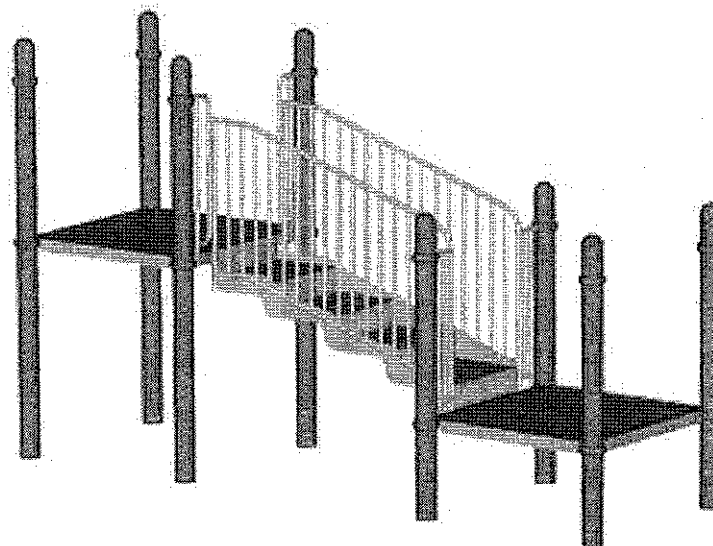
5 additional
stair models

714-960-9

714-993-9 & 714-993-59

714-993-40 & 714-993-459

Stair (ADA) - 2'-6" Rise Between Decks
with Spoked Handrails, 6'-0" Span





Kids' Choice® - Mira-Therm II
ADA Stairs Between Decks

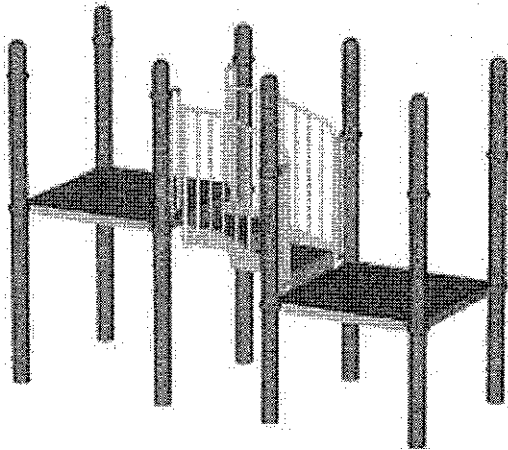
5 additional
 stair models

714-960-9

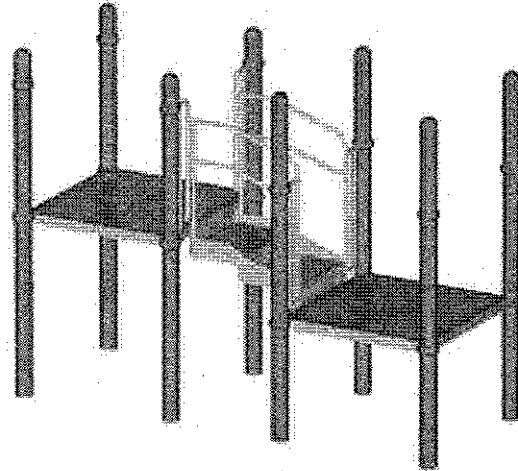
714-993-9 & 714-993-59

714-993-49 & 714-993-459

**Stair (ADA) - 1'-6" Rise Between Decks
 with Spoked Handrails, 3'-0" Span**



**Stair (ADA) - 1'-6" Rise Between Decks
 with Open Handrails, 3'-0" Span**



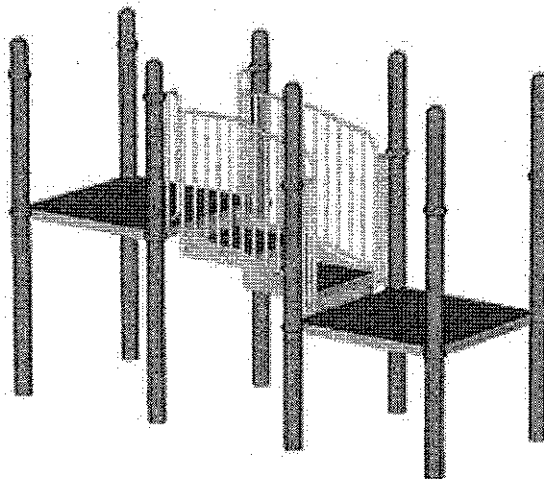
5 additional
 stair models

714-960-9

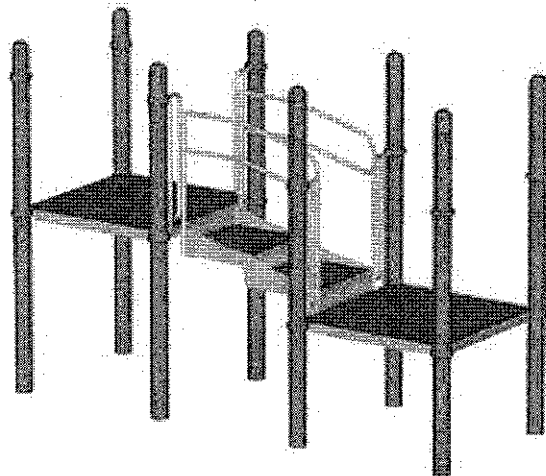
714-993-9 & 714-993-59

714-993-49 & 714-993-459

**Stair (ADA) - 1'-6" Rise Between Decks
 with Spoked Handrails, 4'-0" Span**



**Stair (ADA) - 1'-6" Rise Between Decks
 with Open Handrails, 4'-0" Span**



ADA Stairs Between Decks

714-810-9, 714-959-9, 714-959-59, 714-959-49, 714-959-459, 714-960-9, 714-993-9,
 714-993-59, 714-993-49, 714-993-459

ADA Stairs Between Decks

MODEL #	PRODUCT
714-810-9	ADA Stair Between Decks, 1' Rise, Spoked Handrails, 1'-4" Span
714-959-9	ADA Stairs Between Decks, 2' Rise, Spoked Handrails, 4'-6" Span
714-959-59	ADA Stairs Between Decks, 2' Rise, Open Handrails, 4'-6" Span
714-959-49	ADA Stairs Between Decks, 2' Rise, Spoked Handrails, 4'-0" Span
714-959-459	ADA Stairs Between Decks, 2' Rise, Open Handrail, 4'-0" Span
714-960-9	ADA Stairs Between Decks, 2'-6" Rise, Spoked Handrails, 6'-0" Span
714-993-9	ADA Stairs Between Decks, 1'-6" Rise, Spoked Handrails, 3'-0" Span
714-993-59	ADA Stairs Between Decks, 1'-6" Rise, Open Handrails, 3'-0" Span
714-993-49	ADA Stairs Between Decks, 1'-6" Rise, Spoked Handrails, 4'-0" Span
714-993-459	ADA Stairs Between Decks, 1'-6" Rise, Open Handrails, 4'-0" Span

These ADA-compliant stairs connect decks of differing heights and include handrails.

Steps: The wide step assemblies, approximately 26-3/8" before PVC-dip coating, shall be constructed of steel stringers solid welded to formed treads of 11 ga. steel sheet that are perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The braces shall be constructed of 11 ga. black.

Spoked Handrails: Spoked handrail enclosures shall consist of a top and bottom rail and newel post, all of 1" pipe, and uprights of 3/4" x 1" oval tube, all solid welded. The top rails shall contain 3/8" aluminum inserts. Plastic pipe plugs shall close open ends.

Open Handrails: Open handrail enclosures shall consist of a top and bottom rail and newel post, all of 1" pipe, solid welded. The top rails shall contain 3/8" aluminum inserts. Plastic pipe plugs shall close open ends.

Top Stair Enclosure: The top stair enclosure shall consist of enclosure rails and an upright, both of 1" pipe, drilled and solid welded. The upright shall be mashed on one end.

Bottom Deck Enclosure: The bottom deck enclosure shall consist of enclosure rails and an upright of 1" pipe, drilled, and a spoke of 3/4" x 1" oval tube, all solid welded. The upright shall be mashed on one end. Plastic pipe plugs shall close open ends.

Fasteners: The assembly shall contain Versalok Fasteners and Fastener Style A hardware.

Finishes: The stairs shall be finished in Mira-Therm. The handrails, enclosures, and clamps shall have a Mira-Cote finish.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

Kids' Choice® - Mira-Therm II

Square Transfer Points - 3', 4', 5' and 6' & 6'-6" Decks

with Closed or Open Handrails

714-851-39 & 714-851-359

ORIENTED
LEFT

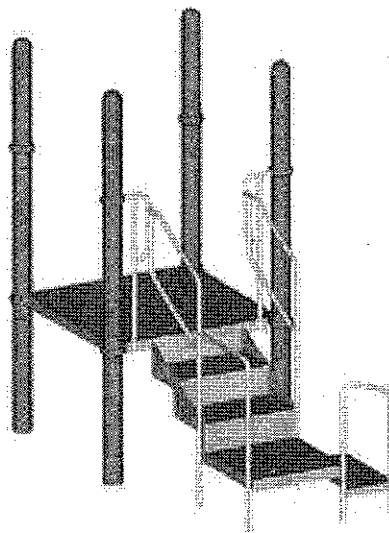
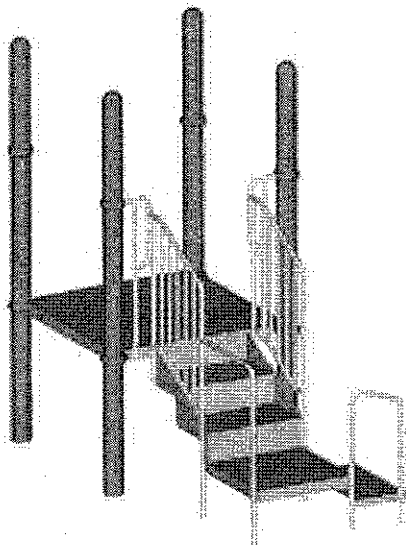
ORIENTED
RIGHT

ORIENTED STRAIGHT
- HANDRAIL LEFT

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 3' Deck,
Closed** Bottom Step exit LEFT

**Square Transfer Point for 3' Deck,
Open** Bottom Step exit LEFT



ORIENTED
LEFT

714-851-39 & 714-851-359

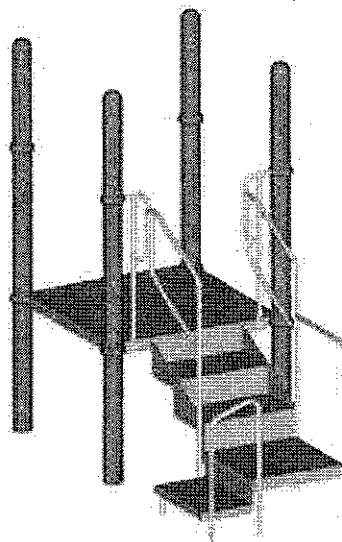
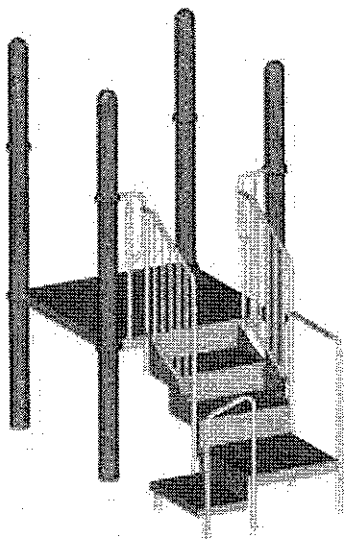
ORIENTED
RIGHT

ORIENTED STRAIGHT
- HANDRAIL LEFT

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 3' Deck,
Closed** Bottom Step exit RIGHT

**Square Transfer Point for 3' Deck,
Open** Bottom Step exit RIGHT



Square Transfer Points

714-851-39, 714-851-359, 714-851-49, 714-851-459, 714-851-59, 714-851-69, 714-851-659

Square Transfer Points

Kids' Choice® - Mira-Therm II Square Transfer Points

ORIENTED
LEFT

ORIENTED
RIGHT

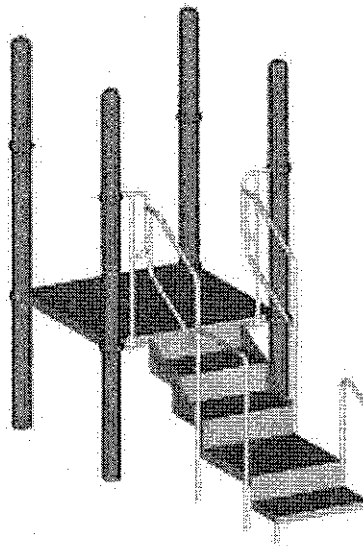
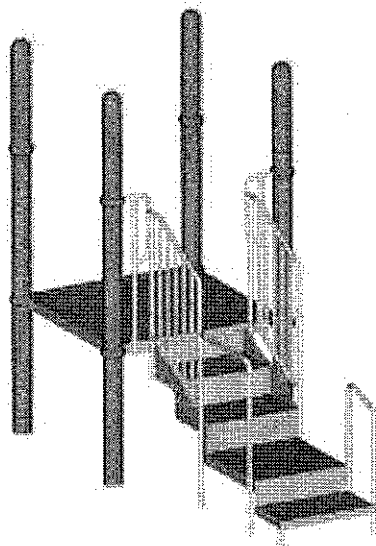
714-851-39 & 714-851-359

ORIENTED STRAIGHT
- HANDRAIL LEFT

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 3' Deck,
Closed** Bottom Step exit STRAIGHT, Handrail LEFT

**Square Transfer Point for 3' Deck,
Open** Bottom Step exit STRAIGHT, Handrail LEFT



ORIENTED
LEFT

ORIENTED
RIGHT

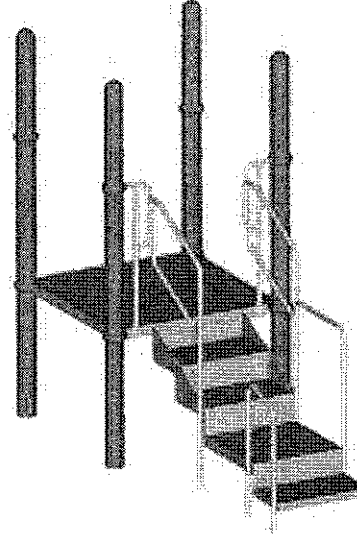
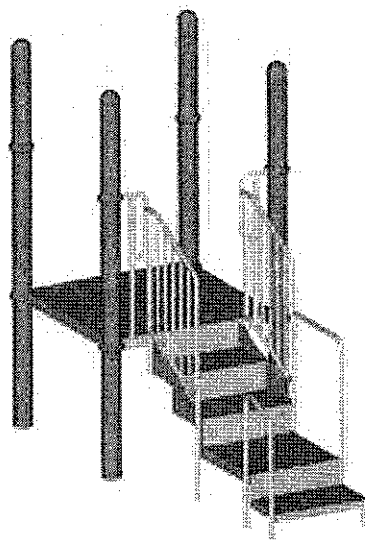
ORIENTED STRAIGHT
- HANDRAIL LEFT

714-851-39 & 714-851-359

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 3' Deck,
Closed** Bottom Step exit STRAIGHT, Handrail RIGHT

**Square Transfer Point for 3' Deck,
Open** Bottom Step exit STRAIGHT, Handrail RIGHT

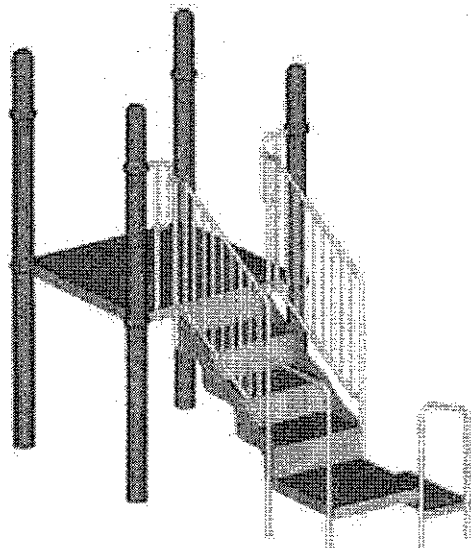
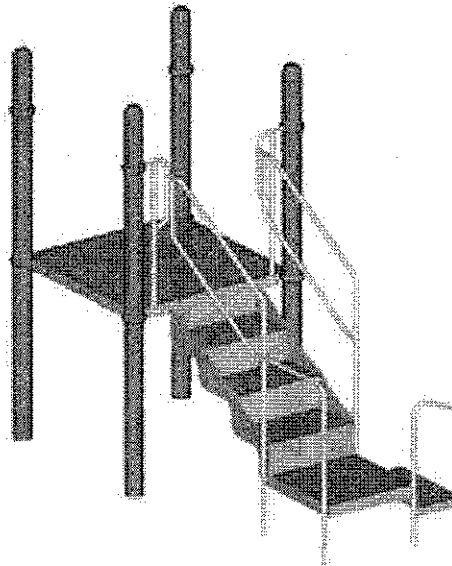


714-851-39, 714-851-359,
714-851-49, 714-851-459, 714-851-59, 714-851-559, 714-851-69, 714-851-659

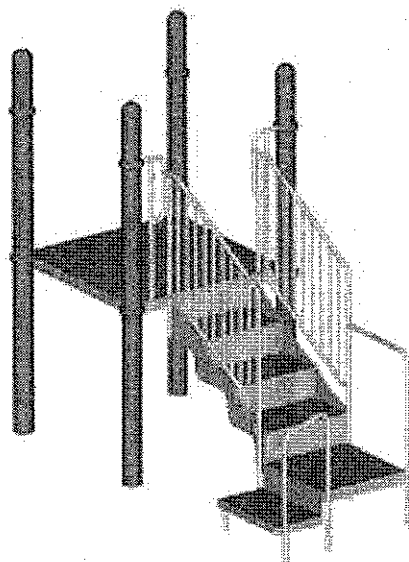
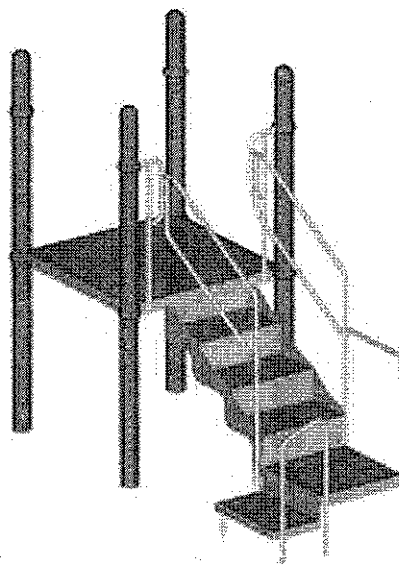


Kids' Choice® - Mira-Therm II

Square Transfer Points

714-851-49 & 714-851-459 **ORIENTED LEFT**Square Transfer Point for 4' Deck,
Closed Bottom Step exit LEFT**ORIENTED RIGHT****ORIENTED STRAIGHT - HANDRAIL LEFT****ORIENTED STRAIGHT - HANDRAIL RIGHT**Square Transfer Point for 4' Deck,
Open Bottom Step exit LEFT**ORIENTED LEFT**

714-851-49 & 714-851-459

ORIENTED RIGHT**ORIENTED STRAIGHT - HANDRAIL LEFT****ORIENTED STRAIGHT - HANDRAIL RIGHT**Square Transfer Point for 4' Deck,
Closed Bottom Step exit RIGHTSquare Transfer Point for 4' Deck,
Open Bottom Step exit RIGHT

Square Transfer Points

714-851-39, 714-851-359, 714-851-49, 714-851-459, 714-851-59, 714-851-559, 714-851-69, 714-851-659

Kids' Choice® - Mira-Therm II

Square Transfer Points

Square Transfer Points

ORIENTED
LEFT

ORIENTED
RIGHT

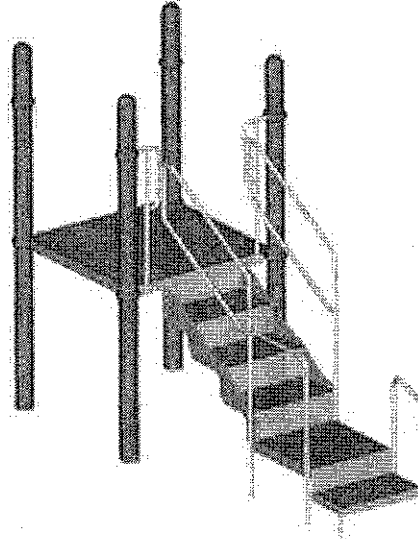
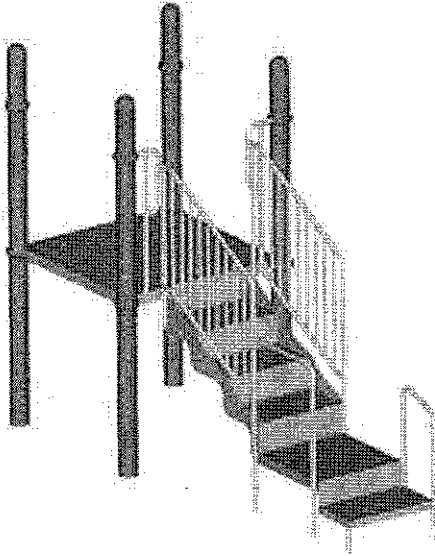
714-851-49 & 714-851-459

ORIENTED STRAIGHT
- HANDRAIL LEFT

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 4' Deck,
Closed** Bottom Step exit STRAIGHT, Handrail LEFT

**Square Transfer Point for 4' Deck,
Open** Bottom Step exit STRAIGHT, Handrail LEFT



ORIENTED
LEFT

ORIENTED
RIGHT

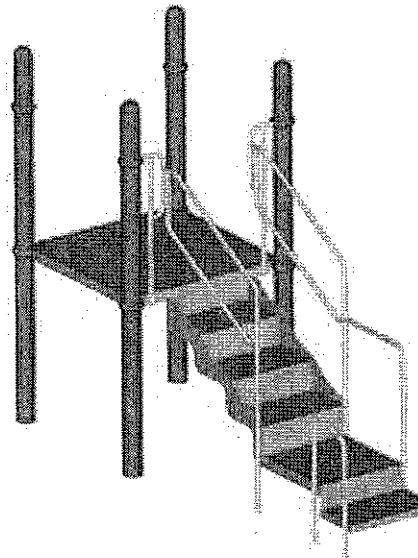
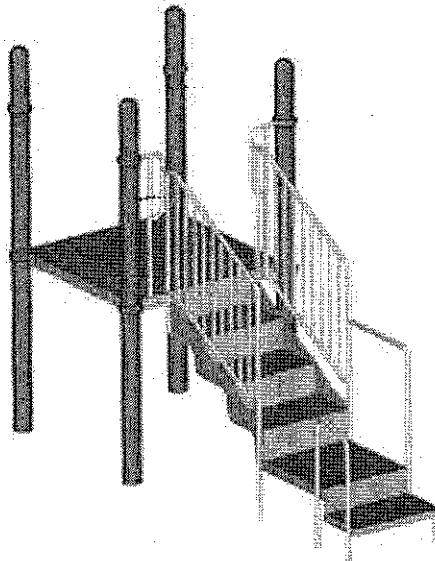
ORIENTED STRAIGHT
- HANDRAIL LEFT

714-851-49 & 714-851-459

ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 4' Deck,
Closed** Bottom Step exit STRAIGHT, Handrail RIGHT

**Square Transfer Point for 4' Deck,
Open** Bottom Step exit STRAIGHT, Handrail RIGHT



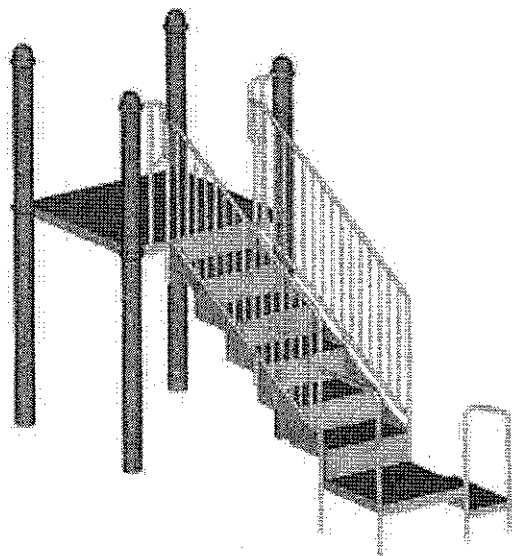
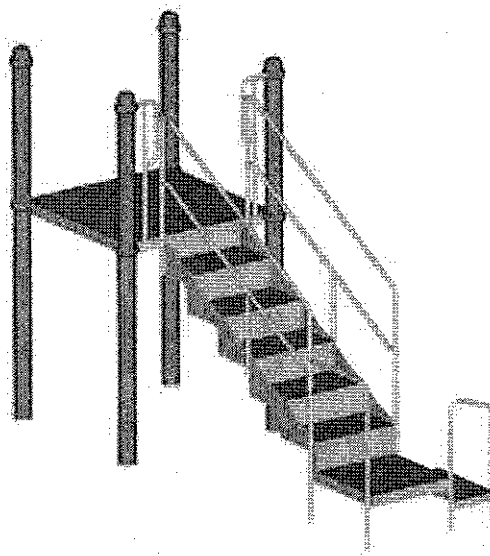
714-851-39, 714-851-359,
714-851-49, 714-851-459, 714-851-59, 714-851-559, 714-851-69, 714-851-659



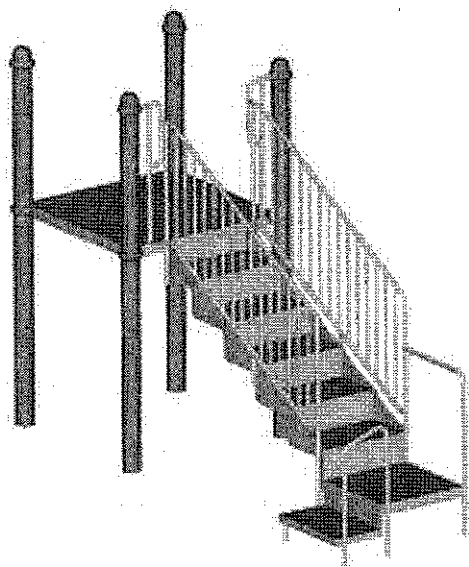
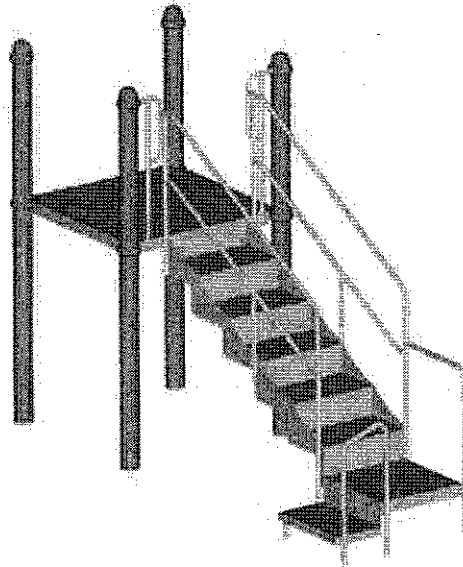
Kids' Choice® - Mira-Therm II

Square Transfer Points

714-851-59 & 714-851-559

ORIENTED
LEFTSquare Transfer Point for 5' Deck,
Closed Bottom Step exit LEFTORIENTED
RIGHTORIENTED STRAIGHT
- HANDRAIL LEFTORIENTED STRAIGHT
- HANDRAIL RIGHTSquare Transfer Point for 5' Deck,
Open Bottom Step exit LEFTORIENTED
LEFT

714-851-59 & 714-851-559

ORIENTED
RIGHTORIENTED STRAIGHT
- HANDRAIL LEFTORIENTED STRAIGHT
- HANDRAIL RIGHTSquare Transfer Point for 5' Deck,
Closed Bottom Step exit RIGHTSquare Transfer Point for 5' Deck,
Open Bottom Step exit RIGHT

Square Transfer Points

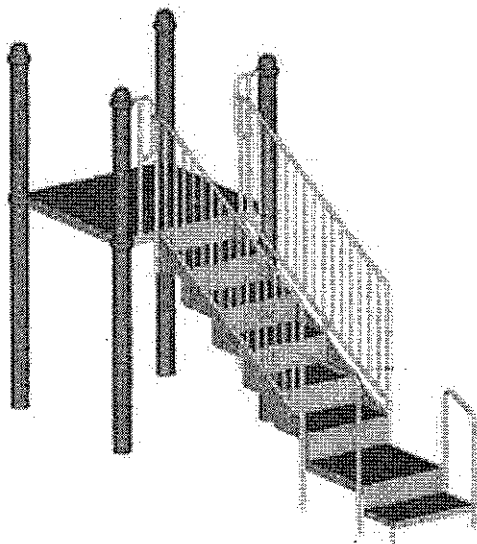
714-851-39, 714-851-359, 714-851-49, 714-851-459, 714-851-59, 714-851-559,
714-851-69, 714-851-659

Kids' Choice® - Mira-Therm II

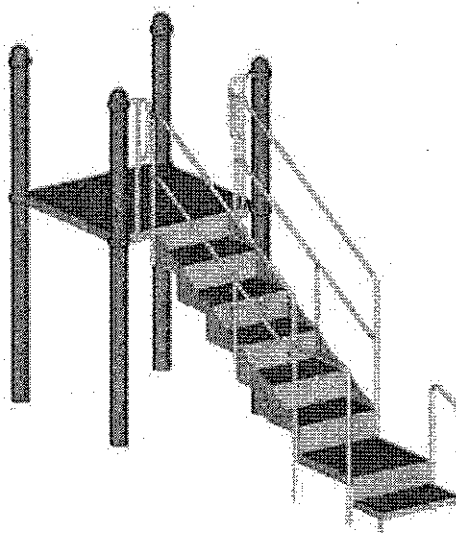
Square Transfer Points

ORIENTED
LEFTORIENTED
RIGHT**714-851-59 & 714-851-559**ORIENTED STRAIGHT
- HANDRAIL LEFTORIENTED STRAIGHT
- HANDRAIL RIGHT

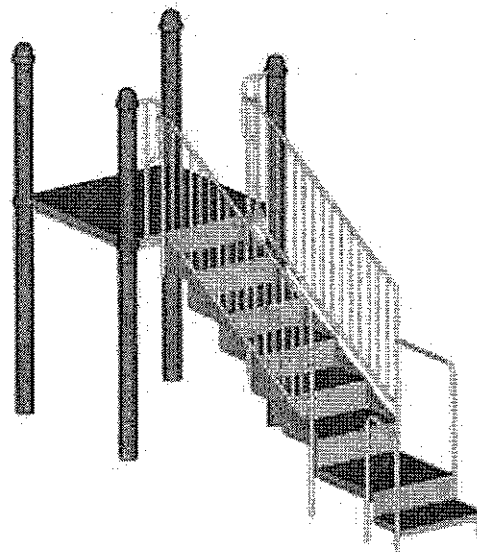
**Square Transfer Point for 5' Deck,
Closed** Bottom Step exit STRAIGHT, Handrail LEFT



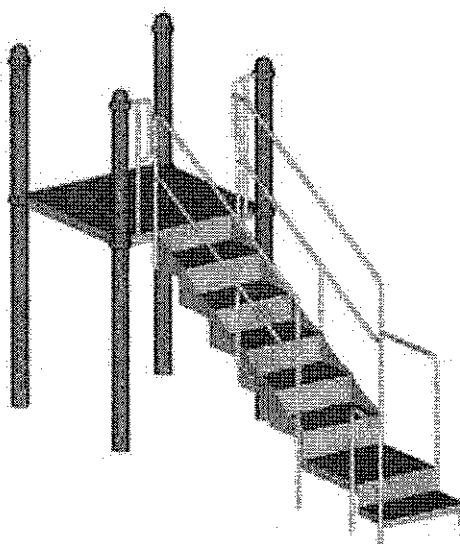
**Square Transfer Point for 5' Deck,
Open** Bottom Step exit STRAIGHT, Handrail LEFT

ORIENTED
LEFTORIENTED
RIGHTORIENTED STRAIGHT
- HANDRAIL LEFT**714-851-59 & 714-851-559**ORIENTED STRAIGHT
- HANDRAIL RIGHT

**Square Transfer Point for 5' Deck,
Closed** Bottom Step exit STRAIGHT, Handrail RIGHT



**Square Transfer Point for 5' Deck,
Open** Bottom Step exit STRAIGHT, Handrail RIGHT

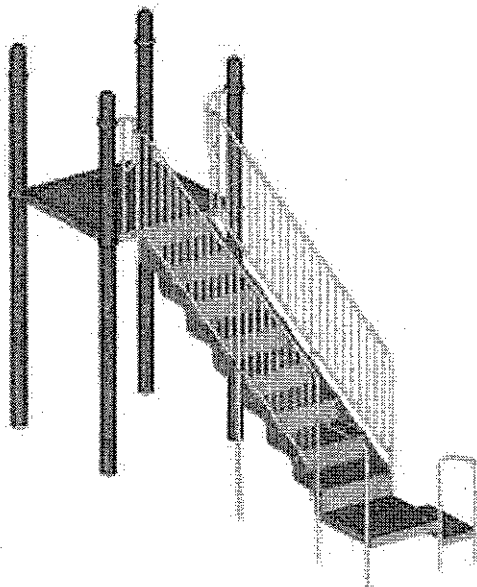




Kids' Choice® - Mira-Therm II
Square Transfer Points

714-851-69 & 714-851-659 ORIENTED LEFT

Square Transfer Point for 6' & 6'-6"
Deck, Closed Bottom Step exit LEFT

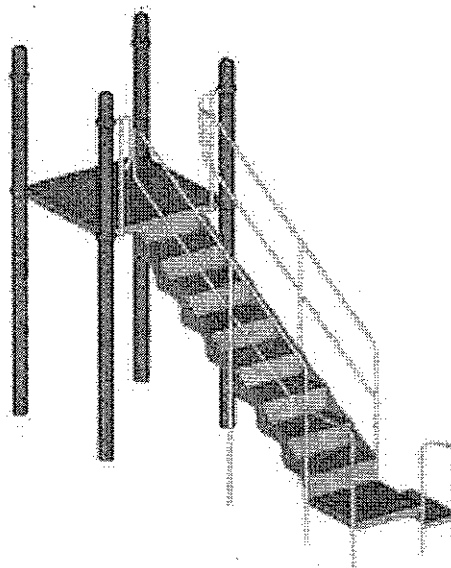


ORIENTED RIGHT

ORIENTED STRAIGHT - HANDRAIL LEFT

ORIENTED STRAIGHT - HANDRAIL RIGHT

Square Transfer Point for 6' & 6'-6"
Deck, Open Bottom Step exit LEFT



ORIENTED LEFT

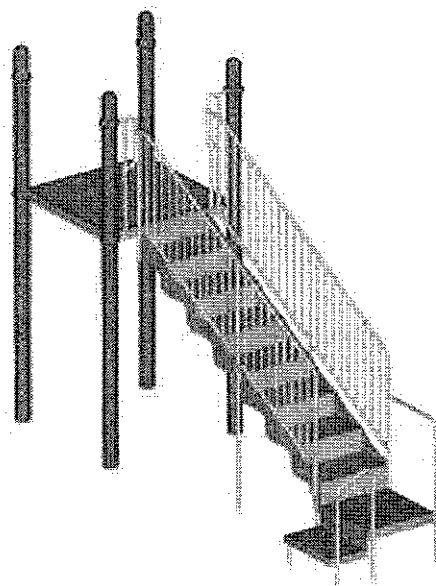
714-851-69 & 714-851-659

ORIENTED RIGHT

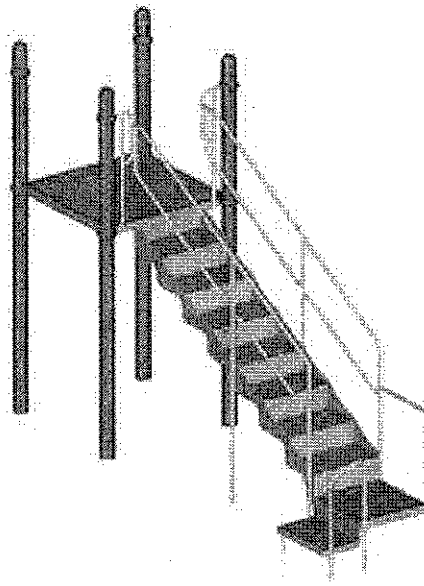
ORIENTED STRAIGHT - HANDRAIL LEFT

ORIENTED STRAIGHT - HANDRAIL RIGHT

Square Transfer Point for 6' & 6'-6"
Deck, Closed Bottom Step exit RIGHT



Square Transfer Point for 6' & 6'-6"
Deck, Open Bottom Step exit RIGHT



Square Transfer Points

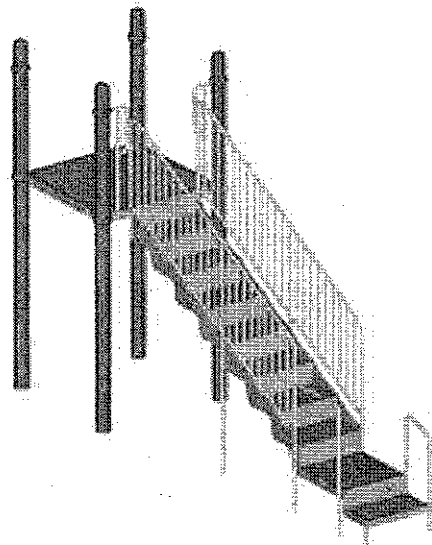
714-851-39, 714-851-359, 714-851-49, 714-851-459, 714-851-59, 714-851-559, 714-851-69, 714-851-659

Kids' Choice® - Mira-Therm II

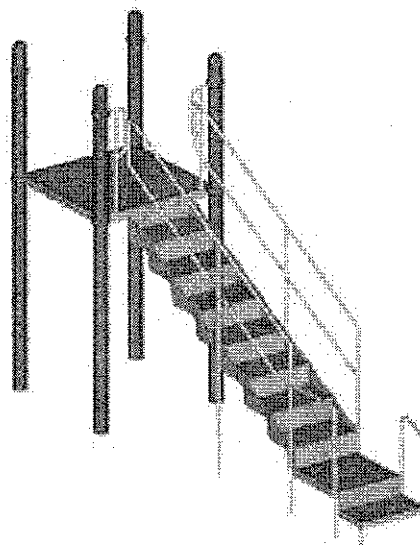
Square Transfer Points

ORIENTED
LEFTORIENTED
RIGHT**714-851-69 & 714-851-659**ORIENTED STRAIGHT
- HANDRAIL LEFTORIENTED STRAIGHT
- HANDRAIL RIGHT

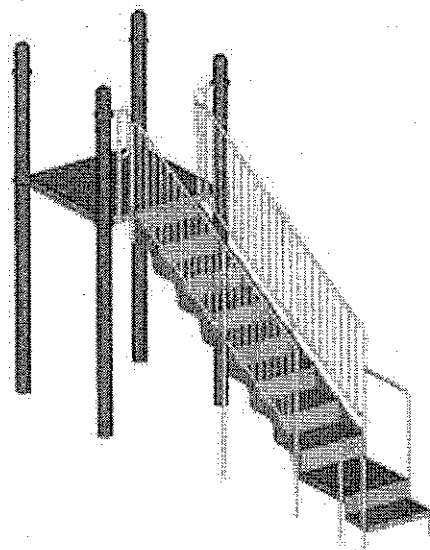
Square Transfer Point for 6' & 6'-6" Deck, Closed

Bottom Step exit STRAIGHT, Handrail LEFT

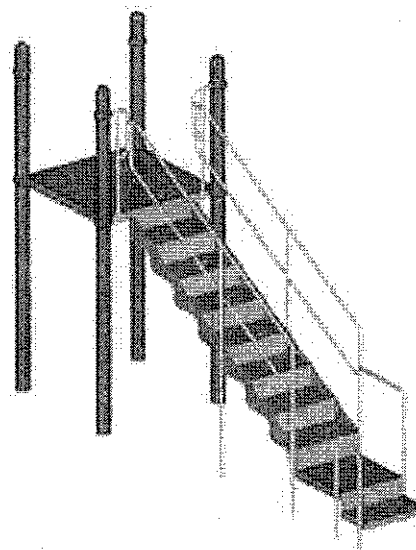
Square Transfer Point for 6' & 6'-6" Deck, Open

Bottom Step exit STRAIGHT, Handrail LEFTORIENTED
LEFTORIENTED
RIGHTORIENTED STRAIGHT
- HANDRAIL LEFT**714-851-69 & 714-851-659**ORIENTED STRAIGHT
- HANDRAIL RIGHT

Square Transfer Point for 6' & 6'-6" Deck, Closed

Bottom Step exit STRAIGHT, Handrail RIGHT

Square Transfer Point for 6' & 6'-6" Deck, Open

Bottom Step exit STRAIGHT, Handrail RIGHT



Kids' Choice® - Mira-Therm II Square Transfer Points

MODEL #	PRODUCT	ORIENTATION	GRND. SPC.	PROT. AREA	CONCRETE
714-851-39	Sqr. Transfer Point, 3' Dk, Closed	Left or Right ...	4'-9" x 4'-0"	17'-2" x 16'-0"	0.30 cu. yds.
		Straight ...	5'-10" x 3'-6"	18'-3" x 14'-11"	0.30 cu. yds.
714-851-359	Sqr. Transfer Point, 3' Dk, Open	Left or Right ...	4'-9" x 4'-0"	17'-2" x 16'-0"	0.30 cu. yds.
		Straight ...	5'-10" x 3'-6"	18'-3" x 14'-11"	0.30 cu. yds.
714-851-49	Sqr. Transfer Point, 4' Dk, Closed	Left or Right ...	5'-11" x 4'-1"	18'-4" x 16'-0"	0.30 cu. yds.
		Straight ...	7'-0" x 3'-6"	19'-5" x 14'-11"	0.30 cu. yds.
714-851-459	Sqr. Transfer Point, 4' Dk, Open	Left or Right ...	5'-11" x 4'-1"	18'-4" x 16'-0"	0.30 cu. yds.
		Straight ...	7'-0" x 3'-6"	19'-5" x 14'-11"	0.30 cu. yds.
714-851-59	Sqr. Transfer Point, 5' Dk, Closed	Left or Right ...	8'-3" x 4'-0"	20'-9" x 16'-0"	0.30 cu. yds.
		Straight ...	9'-4" x 3'-6"	21'-10" x 14'-11"	0.30 cu. yds.
714-851-559	Sqr. Transfer Point, 5' Dk, Open	Left or Right ...	8'-3" x 4'-0"	20'-9" x 16'-0"	0.30 cu. yds.
		Straight ...	9'-4" x 3'-6"	21'-10" x 14'-11"	0.30 cu. yds.
714-851-69	Sqr. Transfer Point, 6' Dk, Closed	Left or Right ...	10'-8" x 4'-1"	23'-1" x 16'-0"	0.40 cu. yds.
		Straight ...	11'-9" x 3'-6"	24'-2" x 14'-11"	0.40 cu. yds.
714-851-659	Sqr. Transfer Point, 6' Dk, Open	Left or Right ...	10'-8" x 4'-1"	23'-1" x 16'-0"	0.40 cu. yds.
		Straight ...	11'-9" x 3'-6"	24'-2" x 14'-11"	0.40 cu. yds.

DESCRIPTION

These models are designed to assist disabled users gain access to and egress from a deck system.

MATERIALS

Stair Assembly:

Each stair assembly shall be constructed of 11 ga. steel stringers solid welded to 11 ga. steel sheet decking that is perforated in a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Approximate dimensions of stair assembly shall be 26" overall width, 14" deep step tread and 8" high step rise.

Transfer Point Deck:

Each 26" square (approximate) transfer point deck shall be constructed of 11 ga. steel sheet folded to form approximately 3" high sidewalls. The decking shall be perforated in a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. It shall be reinforced with cross braces of 3/16" x 2" HR flat solid welded.

Bottom Step:

The bottom step shall be constructed of 11 ga. steel sheet (with folded edges) perforated in an identical pattern. The step shall be approximately 26" wide by 14" deep by 6-1/2" high.

Deck Enclosures:

Deck enclosures shall be constructed of formed 1" pipe, including a welded upright of the same material. Each assembly shall be drilled for field assembly of a stair handrail, and shall have its bottom end mashed and punched for field assembly to deck.

... continued next page

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Square Transfer Points

714-851-39, 714-851-359, 714-851-49, 714-851-459, 714-851-59, 714-851-559, 714-851-69, 714-851-659

Kids' Choice® - Mira-Therm II Square Transfer Points

MATERIALS (continued)

Stair Handrail and Stair/Deck Handrail:

Stair handrail assemblies shall be welded upper and lower handrails of formed 1" pipe. Closed handrails shall contain vertical uprights of 3/4" x 1" oval tube welded within. Swaged handrail extensions for field assembly to handrails shall be constructed of 1" pipe. A transfer deck handrail constructed of formed 1" pipe shall be field assembled to one handrail newel upright and transfer point deck edge. Models designed for assembly to 5' and 6' or 6'-6" decks shall contain handrail sleeve supports constructed of 1-1/4" pipe, 10 ga.

Transfer Step Handrail:

The "U"-shaped transfer step handrail shall be formed 1" pipe, drilled for field assembly to transfer point deck and bottom step. Its apex shall be 36-1/8" from finished grade.

Rung Leg:

The rung leg shall be 1" pipe with ends mashed and punched for field assembly to bottom step.

Fasteners:

Each assembly shall contain Versalok Fasteners and Fastener Style A hardware.

Finishes:

The stairs, bottom step, and transfer point deck shall be finished in Mira-Therm. The deck enclosures, handrails, extensions, sleeves, and leg shall be finished in Mira-Cote.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

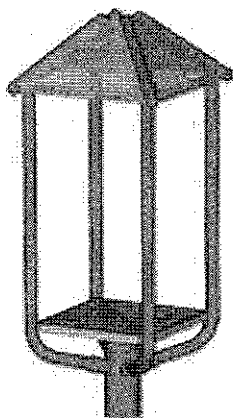
Kids' Choice®

Roofs for Square, Pentagon, Hexagon, Heptagon & Octagon Decks
Perf. Steel, Recycled Plastic or Hybrid

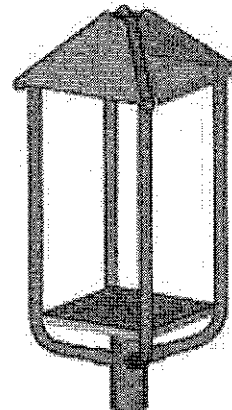
714-862-4 & 714-862-4R & 714-862-4H

10 Additional
Models

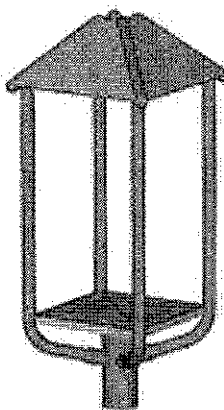
Roof for Square Deck, Perf. Steel



Roof for Square Deck, Hybrid
(Perf. Steel & Recycled)



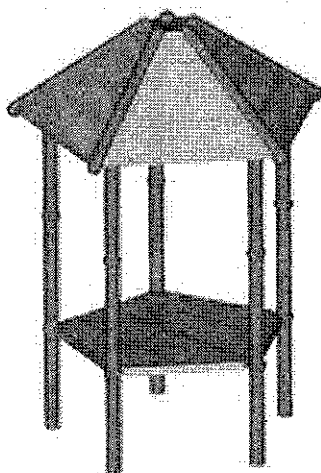
Roof for Square Deck,
Recycled



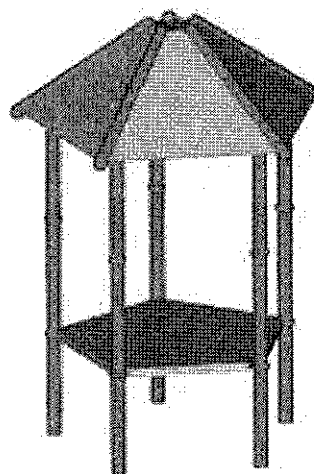
714-862-5 & 714-862-5R

8 Additional
Models

Roof for Pentagon Deck, Perf. Steel



Roof for Pentagon Deck, Recycled



Roofs for 4-, 5-, 6-, 7- and 8-sided Decks

714-862-4, 714-862-4R, 714-862-4H, 714-862-5, 714-862-5R, 714-862-6, 714-862-6R,
714-862-6H, 714-862-7, 714-862-7R, 714-862-7H, 714-862-8, 714-862-8R, 714-862-8H



Kids' Choice®

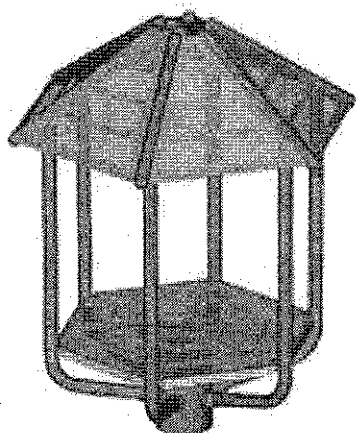
Roofs for Square, Pentagon, Hexagon, Heptagon & Octagon Decks

714-862-6 & 714-862-6R & 714-862-6H

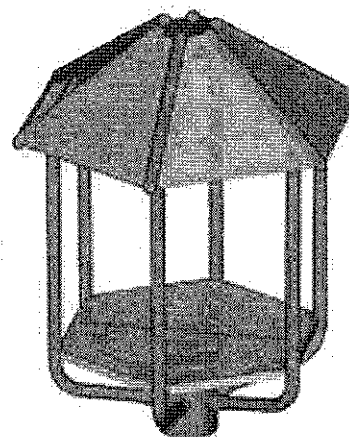
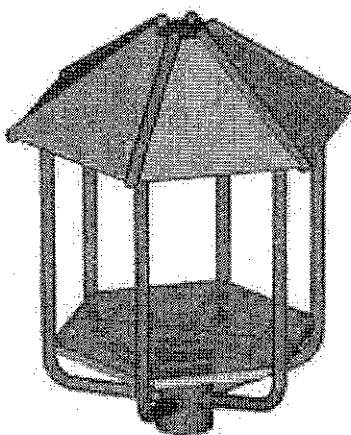
5 Additional Models

Roof for Hexagon Deck, Perf. Steel

Roof for Hexagon Deck, Hybrid (Perf. Steel & Recycled)



Roof for Hexagon Deck, Recycled

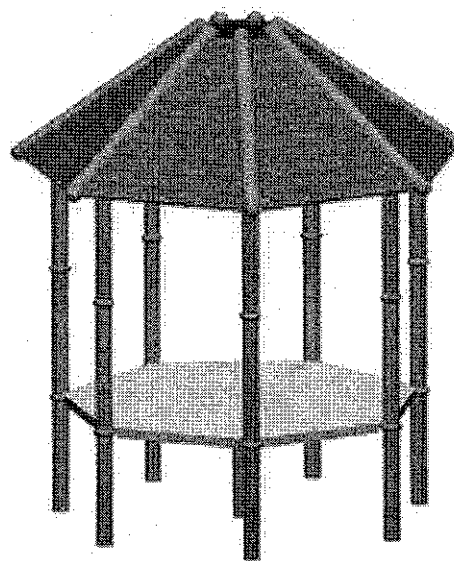
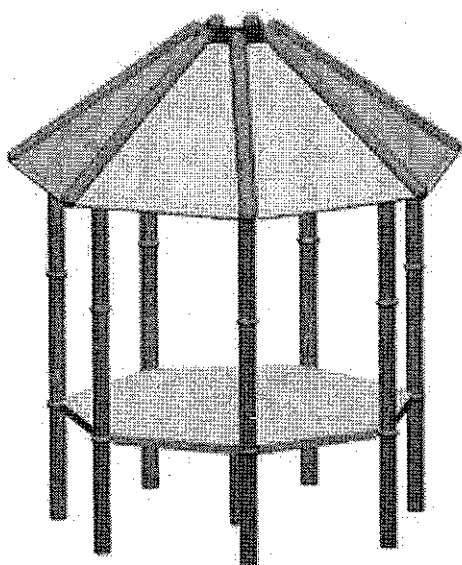


714-862-7 & 714-862-7R

3 Additional Models

Roof for Heptagon Deck, Perf. Steel

Roof for Heptagon Deck, Recycled



Roofs for 4-, 5-, 6-, 7- and 8-sided Decks

714-862-4, 714-862-4R, 714-862-4H, 714-862-5, 714-862-5R, 714-862-6, 714-862-6R, 714-862-6H, 714-862-7, 714-862-7R, 714-862-8, 714-862-8R, 714-862-8H



Kids' Choice®

Roofs for Square, Pentagon, Hexagon, Heptagon & Octagon Decks

714-862-8 & 714-862-8R & 714-862-8H

10 Previous
Models

Roof for Octagon Deck, Perf. Steel

Roof for Octagon Deck, Hybrid
(Perf. Steel & Recycled)



Roof for Octagon Deck,
Recycled



Roofs for 4-, 5-, 6-, 7- and 8-sided Decks

714-862-4, 714-862-4R, 714-862-4H, 714-862-5, 714-862-5R, 714-862-6, 714-862-6R,
714-862-6H, 714-862-7, 714-862-7R, 714-862-8, 714-862-8R, 714-862-8H



Kids' Choice®

Roofs for Square, Pentagon, Hexagon, Heptagon & Octagon Decks

<u>MODEL #</u>	<u>PRODUCT</u>	<u>MODEL #</u>	<u>PRODUCT</u>
714-862-4	Roof for Square Deck, Steel	714-862-4R	Roof for Square Deck, Recycled
714-862-4H	Roof for Square Deck, Hybrid	714-862-5	Roof for Pentagon Deck, Steel
714-862-5R	Roof for Pentagon Deck, Recycled	714-862-6	Roof for Hexagon Deck, Steel
714-862-6R	Roof for Hexagon Deck, Recycled	714-862-6H	Roof for Hexagon Deck, Hybrid
714-862-7	Roof for Heptagon Deck, Steel	714-862-7R	Roof for Heptagon Deck, Recycled
714-862-8	Roof for Octagon Deck, Steel	714-862-8R	Roof for Octagon Deck, Recycled
714-862-8H	Roof for Octagon Deck, Hybrid		

Note: Refer to Deck system specs for concrete, ground space and protective area requirements.

DESCRIPTION

These trussed roofs are perforated steel panel roofs, recycled plastic panel roofs, or a combination of the two types of panels, with open tops for 4, 5, 6, 7 and 8-sided Kids' Choice®, Center Stage® or City Park Series deck systems, offering superior durability in most environmental conditions.

MATERIALS

Steel Panels: The steel roof panels shall be constructed of 16 ga. A-60 Galvannealed sheet perforated with 3/16" holes in a pattern, with a formed "lip" at the panel's top edge to provide additional stability during installation. A length of 1" pipe shall be welded to the panel bottom.

Recycled Panels: The recycled roof panels shall be constructed of 100% post consumer recycled plastic and approximately 3/4" thick. A panel mount formed of 11 ga. G-90 galvanized shall be field assembled to trusses and roof panels.

Trusses: Roof truss assemblies shall be constructed of a roof mount swaged stub of either 5" tube for Kids Choice or 3-1/2" tube for Tots Choice Expansion, solid welded at a 54° angle to truss of 5" tube containing bolting tabs on both sides of 11 ga. G-90 galvanized. 5" round end caps shall close open ends of trusses.

Fasteners: All hardware shall be Fastener Style A.

Finishes: The steel roof panels and trusses shall have a Mira-Cote finish. The recycled panels shall have a natural finish. The panel mounts shall have a galvanized finish.

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items.

Roofs for 4-, 5-, 6-, 7- and 8-sided Decks

714-862-4, 714-862-4R, 714-862-4H, 714-862-5, 714-862-5R, 714-862-6, 714-862-6R, 714-862-6H, 714-862-7, 714-862-7R, 714-862-8, 714-862-8R, 714-862-8H



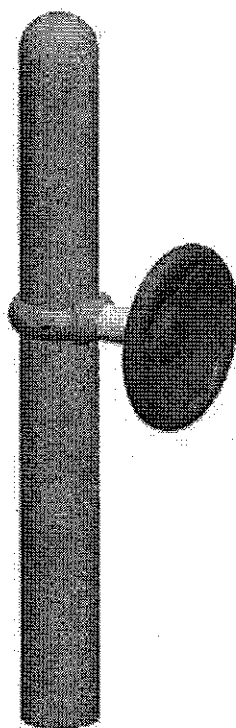
Product Specifications

MIRACLE
RECREATION EQUIPMENT COMPANY

Steering Wheel, Post Mount

714-900-P1

Steering Wheel, Post Mount



Steering Wheel, Post Mount

714-900-P1



Steering Wheel, Post Mount

<u>MODEL #</u>	<u>PRODUCT</u>	<u>PROT. AREA</u>	<u>GRND. SPACE</u>	<u>CONCRETE</u>
714-900-P1	Steering Wheel, Post Mount	None	2' x 1'	None

DESCRIPTION:

This post mount Steering Wheel is designed to provide driving simulation on any pre-existing deck post.

Steering Wheel:

The steering wheel shall be constructed of a high density blow molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D-638, D-790, and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance, and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection molded polypropylene which shall contain U.V. light stabilizers.

Steering Column:

The Steering Column shall be constructed of 2" pipe.

Fasteners:

The assembly shall contain Fastener Style A hardware.

Finishes:

The Steering Column shall have a Mira-Cote finish.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Steering Wheel, Post Mount

714-900-P1

Miracle *Product Specifications*

January 22, 2015

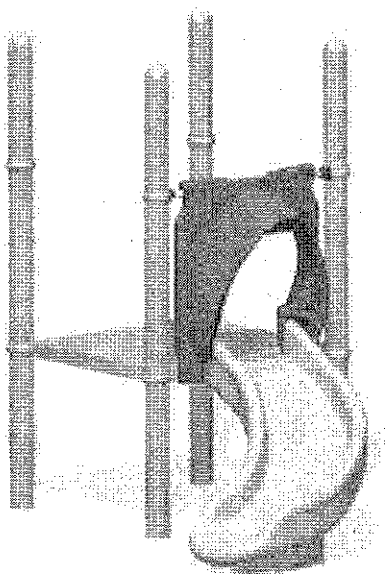
Rev. A

Kids' Choice®

Vortex "L" Slide from 3' Deck; Right Exit

714-907-1U

"L" Slide from 3' Deck; Right



Vortex "L" Slide

714-907-1U

Kids' Choice®

Vortex "L" Slide

<u>MODEL #</u>	<u>PRODUCT</u>	<u>OVERALL HT.</u>	<u>GRND. SPC.</u>	<u>PROT. AREA</u>	<u>CONCRETE</u>
714-907-1U	Vortex "L" Slide from 3' Deck; Right Exit	6'-2"	5' x 5'	17' x 18'	.05 cu. yds.

DESCRIPTION

The Vortex "L" slide with canopy is designed to exit right from a 3' deck.

MATERIALS

Slide and Canopy Panel: The one-piece slide shall be constructed of double-wall Rockite and shall have 6-1/4" high side rails, an overall width of 25-5/8", and an 18" wide sliding surface. The canopy panel shall also be constructed of double-wall Rockite and shall be field mounted to deck and to post clamps via a 41-1/2" long rung constructed of 1" pipe.

Leg: The leg shall be 1-1/2" tube, welded to a 7 ga. A-60 Galvannealed mounting bracket.

Fasteners: The assembly shall contain Versalok Fasteners and Fastener Style A hardware.

Finishes: The rung, leg, and clamps shall have a Mira-Cote finish. The Rockite slide and canopy shall have molded-in color.

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items.

KÆSTLE BOOS
associates, inc

416 Slater Road, P.O. Box 2590, New Britain, CT 06050-2590
Phone: 860-229-0361 ▲ Fax: 860-229-5303

325 Foxborough Boulevard, Suite 100, Foxborough, MA 02035
Phone: 508-549-9906 ▲ Fax: 508-549-9907

Email: kba@kba-architects.com ▲ Web: www.kba-architects.com

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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

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

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

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

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

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

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

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

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes No ____ -Bidder is a minority business enterprise Yes No ____ (If yes, check ownership category) Black ____ Hispanic ____ Asian American ____ American Indian/Alaskan Native ____ Iberian Peninsula ____ Individual(s) with a Physical Disability ____ Female ____
Bidder Parent Company (If any)	-Bidder is certified as above by State of CT Yes No ____
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? <div style="text-align: right;">Yes No ____</div>	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.? <div style="text-align: right;">Yes No ____</div>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? <div style="text-align: right;">Yes No ____</div>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? <div style="text-align: right;">Yes No ____</div>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No ____	9. Does your company have a mandatory retirement age for all employees? <div style="text-align: right;">Yes No ____</div>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? <div style="text-align: right;">Yes No ____</div>	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? <div style="text-align: right;">Yes No NA ____</div>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? <div style="text-align: right;">Yes No ____</div>	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? <div style="text-align: right;">Yes No NA ____</div>
6. Does your company have a collective bargaining agreement with workers? <div style="text-align: right;">Yes No ____</div>	12. Does your company have a written affirmative action Plan? Yes No ____ If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? <div style="text-align: right;">Yes No ____</div>	13. Is there a person in your company who is responsible for equal employment opportunity? <div style="text-align: right;">Yes No ____</div> If yes, give name and phone number.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? <div style="text-align: right;">Yes No ____</div>	

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)

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

Yes No___

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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October 18, 2016

Mr. Rocco Orso – Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Re: Invitation to Bid
Maloney Elementary School Playground Bid Package

Dear Mr. Orso:

We are pleased to have the opportunity to provide our firm's proposal for the new playground and surfacing at Maloney Elementary School, which remains valid for a period of at least 120 days from date of our submission. Our playground design was based on the items listed in the bid and our recent field visitation. All necessary information supporting our design has been included for your review.

The following value-added services are included as part of our proposal:

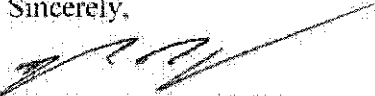
- All necessary factory-approved installation services to complete the project.
- Coordination of pre-construction meeting with The City of Waterbury personnel prior to commencement of the project.
- All necessary tools, materials and equipment required to complete the project.
- Confirmation that all work has been completed in compliance with the bid requirements, current ASTM Performance Specifications, CPSC Guidelines, minimum ADA & IPEMA guidelines and the manufacturer's specifications.
- Provision of complete playground installation instructions and maintenance kit upon completion of the project installation. An overview of all maintenance-related activities will be reviewed with The City of Waterbury personnel at the completion of the project.
- Two annual free inspections of installed playground beginning in 2017.

Upon award of contract, project personnel would meet with the City of Waterbury personnel to discuss project scheduling, determine final equipment color choices and discuss the installation date. Final installation of the equipment would be determined at this meeting and in conjunction with a supervised Community Build.

We have provided a number of references within the State of Connecticut in addition to those noted within the bid documents. We highly recommend that all those involved in the review process contact our references to review our successes first-hand.

In conclusion, we hope that our proposed designs are of interest and meet the needs of the City of Waterbury. We would be happy to meet and discuss any questions you may have. In the meantime, thank you again for the opportunity to participate in the project and we look forward to assisting if given the opportunity.

Sincerely,



Michael Parody, CPSI
President
UltiPlay Parks & Playgrounds

A: Project Team Organization

Playworld Systems Management Team for Project

1. Kevin Cook & Josh Myers / Playworld
 - a. Liaison to UltiPlay regarding products/production.
 - b. Involvement on an as-need basis.
2. Glenn Wareham / Playworld
 - a. Liaison to UltiPlay regarding production and shipping.
 - b. Involvement through order processing, production and shipping.

UltiPlay Management Team for Project

1. Mr. Michael Parody, President UltiPlay Parks & Playgrounds, Inc.
 - a. Oversight of project management, budget and installation activities.
 - b. Oversight and coordination of preconstruction meeting and installation effort throughout duration of project and beyond with customer service and post-construction needs of client.
 - c. Oversight of entire project including efforts from date of award through order processing, shipping, construction administration, scheduling and final project punch list/completion.
 - d. Direct liaison to the City of Waterbury personnel throughout the project, including post-construction with client needs.
 - e. Coordination of equipment delivery, site/equipment layout and kick-off of installation activities.
2. Mr. Scott Norris, Recreation Specialist
 - a. Oversight of project management, budget and installation activities including all site-related work and hardscape improvements.
 - b. Oversight and coordination of preconstruction meeting and installation throughout duration of project and beyond with customer service and post-construction needs of client.
 - c. Oversight of entire project including efforts from date of award through order processing, shipping, construction administration, scheduling and final project punch list/completion.
 - d. Direct Liaison to the City of Waterbury personnel for the duration of the project, including post-construction with client needs.
 - e. Coordination of equipment delivery, site/equipment layout and kick-off of installation activities.
3. Kim Fontes, Office/Project Administrator
 - a. Coordination of all equipment order preparation and placement.
 - b. Responsible for coordination of equipment manufacturing, shipping and delivery.
 - c. Coordination of all materials deliveries for installation effort to allow as timely an installation as possible.
 - d. Involvement throughout the duration of the project from date of order placement through project completion.

UltiPlay Parks & Playgrounds Installation Team for Project

1. Scott Norris, Project Coordinator
2. Jose Ferreira/Flaviano Ferreira, Project Foremen
3. Luis Rosado, Senior Installer
4. Pedro Santiago, Senior Installer
5. Rick Robidoux, Installer
6. Ben Parody, Installer

B. Project Schedule

With regard to project implementation and upon Notice of Award of the contract, design aspects would be finalized with project team members if necessary. With design approval and acceptance, all site-related work would commence in accordance with the contract documents. The Playworld equipment order would be placed to allow for delivery to coincide with the scheduled site improvements. Delivery would be approximately two to three weeks from date of order and UltiPlay would coordinate all delivery-related activities.

Once delivered, UltiPlay would provide turnkey installation services by their own crews and work would not be subcontracted. All personnel would be factory-certified installers, similar to many municipal projects we've completed throughout Connecticut and the New England states. References have been included with our proposal package to illustrate our experience and successes.

Once equipment installation is completed, all safety surfacing would be installed and any remaining site improvements would be completed. The project would then be reviewed with the City of Waterbury and punch list items, if any, would then be addressed.

Conclusion

As required in the Request for Proposals and in conclusion, we wish to affirm that UltiPlay has completed all projects in which we've been contracted, with various agencies, groups, organizations and municipalities, both public and private. UltiPlay has never been in default of an agreement or terminated from any project. UltiPlay is in compliance with all State and Federal entities from a tax standpoint and the company has never been suspended from bidding or entering into any agreement contractually with any organization or agency. There have been no suits filed, judgments entered or claims made against our firm ever.

We hope that our proposal is of interest and meets your goals. All information specifically requested is either enclosed or attached, thereby providing a thoroughly complete proposal. Additional information is always available upon request. Design modifications are also possible at any time. In short, we feel confident that our design will meet the needs of City of Waterbury and its students.

THE CITY OF WATERBURY

MALONEY PLAYScape
ITB #5593

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

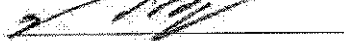
NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

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>October 7, 2016</u>
Addendum #	<u> </u>	Dated Issued	<u> </u>
Addendum #	<u> </u>	Dated Issued	<u> </u>
Addendum #	<u> </u>	Dated Issued	<u> </u>
Addendum #	<u> </u>	Dated Issued	<u> </u>
Addendum #	<u> </u>	Dated Issued	<u> </u>

Business Name of Bidder: UtiPlay Parks & Playgrounds, Inc.
(Print or Type)

By Bidder's Authorized Representative:

Signature: 
Name: Michael Parody
(Print or Type)
Title: President
(Print or Type)
Date: October 14, 2016
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY

MALONEY PLAYScape
ITB #5593

SECTION 00400

Date October 14, 2016

City of Waterbury
Director of Purchasing
City Hall
Room 103
235 Grand St
Waterbury CT 06702

Gentlemen:

Pursuant to and in compliance with your Invitation to Bid relating thereto, the
Undersigned,

UltiPlay Parks & Playgrounds, Inc.

(Company Name)

Mailing Address: P.O. Box 374 Uxbridge, MA 01569 Physical
Address: 43 Main Street, Blackstone, MA 01504

having visited the site, familiarized himself with the conditions present and carefully
examined the Drawings, Bidding Package Contract Documents, and complete
Specifications together with all Addenda issued and received prior to closing time for
receipt of Bids as prepared by Silver/Petrucelli + Associates hereby offers and agrees
as follows:

To provide all materials, all labor and all else whatsoever necessary to properly finish all
work for furnishing & installing entrances and vestibules at the District's Schools in
connection with the School District Security Improvements II project to the satisfaction
of the Architect and Owner for the lump sum as follows:

BID ITEMS

BID ITEM	AMOUNT OF BID IN WORDS	AMOUNT OF BID IN NUMBERS
	MALONEY PLAYScape	
1.0	One Hundred Two Thousand Seven Hundred Twenty-Two Dollars and No Cents Lump Sum	\$ 102,722.00 .00

BID ITEM	AMOUNT OF BID IN WORDS	AMOUNT OF BID IN NUMBERS
2.0	Allowance for Changes; \$15,000.00 <u>Fifteen Thousand Dollars</u> ALLOWANCE	<u>\$15,000.00</u>
TOTAL BID PRICE ITEMS 1.0 – 2.0 (in words) Eleven Hundred Seven Thousand Seven Hundred Dollars and No Cent* One Hundred Seventeen Thousand Seven Hundred <u>Twenty Two Dollars and No Cents</u>		TOTAL BID AMOUNT <u>\$ 117,722.00 .00</u>

UNIT PRICES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased, as directed by the Architect or 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.

DESCRIPTION OF UNIT PRICES

A. NONE

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. 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.	General Liability	FICA 7.65%	State U.C. 5.5%	Federal U.C. .8%	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 and ten (10) percent on materials, supplies, rental equipment and subcontractor work. The total overhead and profit for all tiers cannot exceed twenty (20) percent.

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.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to the applicable section of the General Laws of the State of Connecticut as most recently amended.

CONTRACTOR QUALIFICATIONS

1. The undersigned company has been in business under its present name for years.
2. The undersigned company has had 23 years experience in construction work similar to that described in the bid documents for this project.
3. List below the construction projects the undersigned company currently has under contract as of this date:

Contract Sum	Class of Work	% Complete	Name & Address of Owner
\$94,995	Playground & Surfacing	30	Moses Y Beach Elementary 340 N. Main St Wallingford, CT
\$81,310	Playground & Surfacing	20	Lawn Hill Terrace 80 Lawn Ave Stamford, CT
\$117,995	Playground & Surfacing	0	Community Renewal Team 555 Windsor St Hartford, CT

4. List below a minimum of three (3) projects the undersigned company has performed in the past five (5) years which are representative of this project and would qualify you for this work:

Contract Sum	Class of Work	% Complete	Name & Address of Owner
\$91,530	Playground & Surfacing	100	Ox Ridge School 395 Mansfield Ave Darien, CT
\$167,885	Playground & Surfacing	100	Community Renewal Team 555 Windsor St Hartford, CT
\$184,000	Playground & Surfacing	100	ARCADIS/O&G 207 Main St Hartford, CT

5. If applicable complete the following; if not applicable state N/A:

- a. Has the undersigned company ever failed to complete awarded work.
(If the answer is yes, please provide location, date and reason below)

- b. Has any officer or partner of the undersigned company, while performing in the capacity of an officer, partner or individual owner of another organization, ever failed to complete a construction contract? (If yes, please state below the following information: name of individual(s), name(s) of organization and reason(s)) NO
6. List the number of all litigation or arbitration proceedings, including out-of-court settlements initiated by or against you within the past three (3) years, including all pending cases.
- None
7. Has the Contractor or an officer, director, shareholder, partner, employee or other individual associated with the Contractor:
- a. been convicted or entered a plea of guilty or nolo contendere for or admitted to the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract? If so, identify such conviction, plea or admission here and provide details on a separate sheet. NO
- b. been convicted or entered a plea of guilty or nolo contendere or admitted to the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity of business honesty which affects responsibility as a municipal contractor? If so, identify such conviction, plea, or admission here and provide details on a separate sheet. NO
- c. been convicted or entered a plea of guilty or nolo contendere or admitted to a violation of any state or federal antitrust, collusion or conspiracy law arising out the submission of bids or proposals on a public or private contract or subcontract? If so, identify such conviction, plea or submission here and provide details on a separate sheet. NO
- d. committed a willful failure to perform in accordance with the terms of one or more public contracts, agreements or transactions? If so, identify such willful failure here and provide details on a separate sheet. NO
- e. have a history of failure to perform or of unsatisfactory performance of one or more public contractors, agreements or transactions? If so, identify such contracts here and provide details on a separate sheet.

- f. committed a willful violation of a statutory or regulatory provision or requirement applicable to a public contract agreement or transaction? If so, identify such violation here and provide details on a separate sheet. NO

For purposes of Questions 7(a)-(f) above, the fraudulent, criminal or other seriously improper conduct of one contractor participating in a joint venture or similar arrangement may be imputed to other participating contractors if the conduct occurs for or on behalf of the joint venture or similar arrangement and these contractors knew of or had reason to know of such conduct.

8. Has the Contractor, or an officer, director, shareholder, or partner ever filed for protection from creditors under any chapter of the United States Bankruptcy Code? If so, identify such company or individual here and provide details on a separate sheet. NO

9. State how much of your business is for private versus public owners.

Public: 90 %

Private: 10 %

10. Provide the names of the Project Manager and Field Superintendent/Foreman the Contractor will use on the Project. On a separate sheet briefly summarize their experience.

Project Manager: Michael Parody, CPSI

Field Superintendent/Foreman: Flaviano Ferreira

11. State the name of your surety and A.M. Best & Company rating of your surety.

Surety: Travelers Casualty and Surety Company of America

Rating: A++

12. State the bonding capacity and the bond premium rate for your firm.

Bonding Capacity: \$ \$15,000,000.00

Bond Premium Rate: \$15/1000.00

13. State the name of your insurance carrier and the A.M. Best & Company rating of your insurance carrier.

Insurance Carrier:
____ ACE Insurance Co.
Rating: A++

14. State the interstate or intrastate workers' compensation experience modification rate for your firm.

Workers' Compensation Experience Modification Rate:
0.93

15. Summarize the accident and fatality experience of your firm for the last three (3) years by reference to the OSHA No. 200 log.
16. Has the Contractor or any persons associated with the firm been cited for three (3) or more willful or serious violations of any occupational safety and health act in the previous three (3) year period? Has the Contractor or any persons associated with the firm received a criminal conviction related to the injury or death of an employee in the previous three (3) year period? If so, explain the citations or convictions on a separate sheet.
17. Within the prior three (3) period, has the Contractor ever been cited by the Connecticut Department of Labor for disregarding its obligations under Connecticut General Statute sections 31-53 (prevailing wages) or 31-57c (length of workweek)? Has the Contractor been barred from bidding on any state or federal government contracts within the previous three (3) years? If so, please describe on a separate sheet.
18. Is your firm qualified to conduct business in the State of Connecticut? If so, please provide your Connecticut Tax Identification number:
50652890-001
19. Has your company or a subcontractor to and through you within the past 5 years been the subject of a claim filed formally or informally by an Owner, Program Manager, Construction Manager or General Contractor for failure to meet a deadline, a milestone, a schedule or the completion of a project? Circle the appropriate response. No X
- If yes, state the project, location, Owner, subcontractor (if applicable) and by whom the claim was filed.
20. Has your company or a subcontractor to and through you within the past 5 years paid liquidated damages or a penalty for failing to meet a deadline, a milestone, a schedule or the completion of a project. Circle the appropriate response.
No X

If yes, state the project, location, Owner, subcontractor (if applicable) and to whom the claim was paid and the dollar amount.

21. Has your company or a subcontractor to and through you ever filed in the last 5 years a formal or informal claim to an Owner, Program Manager, Construction Manager, or General Contractor for acceleration, delay, and/or other types of recovery costs. Circle the appropriate response. No X
If yes, state the project, location, to whom the claim was filed and the dollar amount.

22. In accordance with Public Act 03-215 (an act concerning State construction contracts) and Public Act 04-141, complete the following items if your bid is in excess of \$500,000:

- a) Do you have a DAS Pre-Qualification Certificate: Yes No X
b) List classifications that you are pre-qualified for:

OTHER REQUIREMENTS

It is understood that the Owner reserves the right to accept or reject any and all bids that the Owner deems to be in his best interest.

Upon notification of acceptance of this proposal, the undersigned agrees to execute a contract in the form as stated within these contract documents for the amount stated.

Prices quoted shall be guaranteed for one hundred twenty (120) days after date of proposal. If written notice of award is received within one hundred twenty (120) calendar days after the opening of bids, the undersigned agrees to execute said contract and furnish to the Owner within ten (10) business days after receipt of said contract, the executed Contract, together with the Performance Bond, Labor and Material Payment Bonds and Insurance Certificates as required herein.

The undersigned agrees that the Bid Security payable to Owner accompanying this proposal is left in escrow with the Owner; that its amount is the measure of liquidated