



## M E M O R A N D U M

**FROM:** Carrie A. Swain, Clerk  
Board of Education

**DATE:** October 3, 2023

**TO:** Michael J. Dalton, City Clerk

**SUBJECT:** Notice of Workshop/Committee Meetings, October 5, 2023,  
Washington School

The Committees of the Board of Education will meet on Thursday, October 5, 2023, 5:30 p.m., Washington School, 685 Baldwin Street, Waterbury, Connecticut.

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at <https://youtu.be/WGDaesyMpZA>.

### A G E N D A

#### SILENT PRAYER

#### PLEDGE ALLEGIANCE TO THE FLAG

#### PUBLIC SPEAKING

#### PRINCIPAL'S REPORT ~ Inez Ramirez

1. Committee of the Whole/10 minutes ~ 2023 Summer Learning Updates.
2. Committee of the Whole/5 minutes ~ Board of Education's 2024 Meeting Schedule.
3. Committee on Finance/3 minutes ~ Request approval of Amendment One (1) to the Professional Services Agreement with Student Success Agency for One-to-One Digital Counseling Mentorship – N. Toucet.
4. Committee on Finance/5 minutes ~ Request approval of a Services Agreement with Pagefreezer Software, Inc. for social media archiving – B. Michelis.
5. Committee on Finance/3 minutes ~ Request permission to apply for the CSDE "CT Stronger Connections Grant" – L. Allen Brown, W. Johns, L. White.
6. Committee on Finance/3 minutes ~ Request approval of Amendment One (1) to the Agreement with Capitol Region Education Council (CREC) to provide special education programs for students – W. Johns.
7. Committee on Finance/3 minutes ~ Request approval of Amendment One (1) to the Agreement with The Connecticut Institute for the Blind d/b/a Oak Hill to provide special education programs for students – W. Johns.
8. Committee on Finance/3 minutes ~ Request approval of Amendment Five (5) to the Agreement with Milestone C, LLC for Aerospace, Engineering and Computer Science Curriculum – J. Frenis, M. Merati.

9. Committee on Finance/3 minutes ~ Request approval of a Memorandum of Understanding with New Opportunities, Inc. for New Opportunities Foster Grandparents Program – N. Albini.
10. Committee on Finance/3 minutes ~ Request approval of a Professional Services Agreement with Friar Architecture (RFP #7211) for architectural and engineering design services for elevator additions at Driggs, Generali, Tinker, and Wilson Schools – N. Albini.
11. Committee on Finance/3 minutes ~ Request approval of Amendment Two (2) to the Construction Contract with Sarracco Mechanical Services, Inc. (RFP #7516) for boiler system replacement at International Dual Langue School, – N. Albini.
12. Committee on Finance/3 minutes ~ Request approval of a Construction Contract with Dayton Construction Company, Inc. (RFP #7750) for removal and replacement of the playscape and other related work at Carrington Elementary School – N. Albini.
13. Superintendent’s Update ~ Dr. Ruffin.
  - a) Human Resources Staffing Report – J. Mendoza, et al.
14. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – N. Albini.
15. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – N. Albini.
16. Superintendent’s Notification to the Board/5 minutes:

a. Athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Romaniello, Megan	Assistant Softball Coach	WCA	03/16/24
Hibbert, Alethia	Assistant Girls Swimming Coach	KHS	09/26/23
Arisian, Mike	Head Swimming Coach	WSMS	11/13/23
Katrenya, Wesley	Lead Unified Sports Coach	NEMS	09/25/23
Garcia, Juan	Head Soccer Coach	WHS	08/24/23

b. Grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Bautista, Fabrina	Grants Specialist – Comp. Grants	FT	\$25/hr	F UPSEU 69	Title II/A D 23-25	09/28/23
Beers, Rose	SPPT Program Coordinator	PT	\$38/hr	NONBOE	ARP ESSER SPPT 22-24	09/21/23
Brown, Aisha (rehire)	Behavior Counselor	FT	\$25/hr	F UPSEU 69	SIG 7 CHS 23-25	09/21/23
Bustamante-Murillo, Lady	Tutor Sprague	PT	\$25/hr	NONBOE	Title I/ A 23-25	10/05/23
Cavanaugh, Karen	Tutor Carrington	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Davino, Melissa	Tutor Bunker Hill	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Farrington, Gina	Tutor - Chase	PT	\$25/hr	NONBOE	Title I/A 23-25	09/18/23
Foti, Lisa	Tutor Yeshiva KTana	PT	\$34/hr	NONBOE	Title I/A 21-23	09/14/23
Freilich, Avigail	Tutor Bais Yaakov	PT	\$25/hr	NONBOE	Title I/A 22-24	10/05/23
Gay, Tifani	College & Career Coord. - Wilby	FT	\$25/hr	F UPSEU 69	ESSER II 21-23	09/21/23
Goldblatt, Daniel	Tutor Yeshiva KTana	PT	\$25/hr	NONBOE	Title I/A 22-24	10/05/23
Huyghue, Luz (job change)	Classroom Assis. Sprague	FT	\$21.47/hr	UPSEU 68	SR Prior. 23-24	10/05/23



Kaczmarczyk, Dagmara	Adult Ed Certified Instructor	PT	\$34/hr	NONBOE	Ad Ed 23-24	09/21/23
Mead, Bryanna	Parent Liaison Kingsbury	FT	\$15.88/hr	UPSEU69	Title I/A 22-24	09/28/23
Padilla, Maureen	Crossing Guard Reed	PT	\$15/hr	SCD	General Fund	09/14/23
Parker, Grace	Tutor Rotella	PT	\$25/hr	NONBOE	Rotella 23-24	09/21/23
Perez, Juan	Accountant 2	FT	\$24/hr	UPSEU 69	IDEA P/NP 22-24	09/21/23
Peschal, MaryAnn	Tutor West Side MS	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Rivera, Ginairee	Classroom Assist. Gilmartin	FT	\$15.41/hr	UPSEU 68	SR Prior. 23-24	09/18/23
Salvador, Mary	Adult Ed Certified Instructor	PT	\$34/hr	NONBOE	Ad Ed 23-24	09/21/23
Saslow, Devorah	Tutor Yeshiva K'Tana	PT	\$25/hr	NONBOE	Title I/A 21-23	09/14/23
Zukauskas, Leah	Classroom Assist. Maloney	FT	\$21.47/hr	UPSEU 68	Maloney 23-24	09/28/23

c. We are Wallace Advisors and Wallace MTSS Team Member appointments:

<u>We Are Wallace Advisors</u>	<u>MTSS Team Members</u>
Paula Caldarone	Erich Hasemann
Dana Jannetty	Susan Burgess
Kathryn Mucciacciaro	
Katherine Bunko	
Melissa Desjardins	
Aaron Thayer	
Stacey Quinlan	
Melissa Banks	

d. CSDE Before and After School Program Appointments:  
Digsby, Eileen – Assistant-Sub, Walsh School.

e. Rotella After School Program (Enrichment and Academic) appointments:

<u>Teachers</u>	<u>Administrator</u>
Jessica Bouteiller	Carla Cruess/Academic
Jennifer DeJesus	Robin Henry/Enrichment
Cheryl Faber	Dana Wallace/Sub
Rebecca Hanlon	Angela Heidgerd/Sub
Stephanie Heckman	
Lyndsy Ignacio	<u>AV Tech</u>
Mary Monroe	Antonio Coles
Krista Zaccagnini	
	<u>Clerical</u>
<u>Teacher Subs</u>	Shonda Wiggins
Dawn Biolo	
Julia Matthews	<u>Paras</u>
Monica Santovasi	Rebecca James
Jeanne Stevens	Greta Monteiro

f. Extended School Hours (ESH) appointments:

<u>School</u>	<u>Last name</u>	<u>First Name</u>	<u>Assignment</u>
International	Cruz	Maria	Teacher
	DeLaCruz	Yaritza	Assistant
	Delgado	Christina	Secretary
	Diodonet	Yamailys	Teacher/Sub
	Garica	Nilsa	Teacher
	Rock	Stefanie	Teacher

	Tomasella	Diurca	Administrator
Walsh	Bilbrough	Allyson	Lead Teacher
	Courtney	Pierresaint	Admin. Sub
	Karen	Egan	Secretary
	Marissa	Jamele	Sub. Teacher
	Maureen	Wilson	Admin. Sub
	Patricia	Justs	Teacher
Washington	Albanese	Thomas	Sub Teacher
	Benzinger	Nicole	Teacher
	Boccichio	Judith	Para
	Cocchiola	Kaitlyn	Para
	Corbo	Cherie	Teacher
	Dematteis	Jennifer	Teacher
	Doyle	Kiley	Teacher
	Fitzgerald	Kris	Secretary
	Marin	Irma	Sub Teacher
	Ramirez	Inez	Administrator
	Williams	Athena	Para Sub
	Zafar	Ghazala	Para Sub

g. New teacher hires:


<u>Last</u>	<u>First</u>	<u>Position</u>	<u>School</u>	<u>Start Date</u>
Albanese	Ellen	Elementary School Teacher	Kingsbury	8/23/23
Anello	Gabrielle	Elementary School Teacher	Reed	8/23/23
Berisha	Karen	Elementary School Teacher	Wilson	8/23/23
Bruce	Jamel	Special Education	Wilby	8/23/23
Bruch	Franklyn	Reading/English Lang. Arts	Enlightenment	9/07/23
Casceillo	Jennifer	Social Studies	NEMS	10/10/23
Castellone	Tyler	Math	WMS	9/05/23
Dauti	Djellza	Elementary School Teacher	Reed	9/11/23
DeCicco	Elizabeth	Reading/English Lang. Arts	WAMS	8/23/23
Delk	Erika	Elementary School Teacher	Rotella	9/11/23
Geffken	Melissa	Math	WMS	9/11/23
Gilberto	Aaron	School Counselor	Wendell Cross	9/11/23
Gouveia	Taylor	Elementary School Teacher	WMS	8/28/23
Hartery	Kevin	PE/Health	Wilby	9/11/23
Hyland	Melissa	Reading/English Lang. Arts	NEMS	9/05/23
Infante	Sonia	World Languages	WSMS	8/23/23
Keane	Brandon	Social Studies	Reed	8/23/23
Kolukisa	Susan	Early Childhood	Washington	8/23/23
Marchak	Nancy	Early Childhood	Generali	8/23/23
Marchetti	Michele	Special Education	WSMS	8/23/23
Marcus	Wayne	Elementary School Teacher	Wilson	8/23/23
Nano	Denisa	Elementary School Teacher	Bunker Hill	9/14/23
Napp	Matthew	Reading/English Lang. Arts	Carrington	8/23/23
O'Connor	Timothy	Elementary School Teacher	WMS	8/23/23
Parker	William	Fine Arts	Sprague	9/14/23
Parks	Eric	Elementary School Teacher	State Street	9/25/23
Phelan	Andrew	Science	Wilby	8/23/23
Potts	Tawnesha	Special Education	State Street	8/23/23
Qosja	Blerina	Bilingual	Regan	8/23/23
Santovasi	Korin	Elementary School Teacher	Washington	8/23/23
Sargis	Kristen	Elementary School Teacher	Walsh	8/23/23
Sullo	Danielle	Library Media	Tinker	10/2/23
Texidor	Julio	Bilingual	Hopeville	8/23/23
Thomas	Richard	Math	WAMS	8/24/23
Verderame	Kayla	Other	NEMS	8/24/23
Waldron	John	Elementary School Teacher	Duggan	9/07/23
Walters	Garnet	Fine Arts	Bunker Hill	8/23/23

h. Resignations

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Vollero, Salvatore	CHS/Vice Principal	10/18/23
Anello, Gabrielle	Reed/Grade 3	09/25/23
Pecukonis, Lori	WHS/Special Education	10/06/23
Feliz, Ashley	NEMS/Grade 8 Social Studies	10/05/23

17. Committee of the Whole: Continued discussion regarding the School Safety and Security Task Force Report.

**ADJOURNMENT**

ATTEST:   
Carrie A. Swain, Clerk  
Board of Education



# 2023 Summer Learning Updates

# Elementary School Summer Learning

# Elementary Summer Learning

*The goal of the Extended Academic Support 2023 Summer Elementary Program was to Reimagine learning and Reinspire students, through an accelerated approach to learning, by providing & Implementing:*

Daily SEL Lessons	STEM	ELA	Math	Enrichment
<p><i>Guidance Counselors hired at each site</i></p> <p><u>SEL Daily Implementation</u></p> <ul style="list-style-type: none"> <li>-Morning Circles</li> <li>-Listening Circles</li> <li>-Peer activities</li> <li>-Vision Boards</li> <li>-Lunch Bunch</li> </ul> <p><u>Weekly Focus Topics</u></p> <ul style="list-style-type: none"> <li>-Self Awareness</li> <li>-Social Awareness</li> <li>-Relationship Skills</li> <li>-Decision Making</li> </ul>	<p><u>Promoting</u></p> <ul style="list-style-type: none"> <li>-Innovation</li> <li>-Imagination</li> <li>-Exploration</li> <li>-Creation</li> </ul> <p><u>STEM Kits</u></p> <ul style="list-style-type: none"> <li>-Marble Arcade</li> <li>-Rescue Squad</li> <li>-Robotic Pet Vet</li> </ul> <p><u>Focus Topics</u></p> <ul style="list-style-type: none"> <li>-Coding</li> <li>-Robotics</li> <li>-Design</li> </ul>	<p><u>ELA Focused</u></p> <p><i>*Supports IRP State Requirements</i></p> <ul style="list-style-type: none"> <li>-Foundational Skills</li> <li>-Phonics Instruction</li> <li>-Fluency Instruction</li> </ul> <p><u>ELA Accelerated</u></p> <ul style="list-style-type: none"> <li>-Daily Vocabulary Instruction                             <ul style="list-style-type: none"> <li>~Art Integration</li> </ul> </li> <li>-Research &amp; Inquiry based lessons                             <ul style="list-style-type: none"> <li>~Building Background utilizing Wonders Unit 1 for the upcoming grade level</li> </ul> </li> </ul>	<p><u>Freckles</u></p> <ul style="list-style-type: none"> <li>-Inquiry Based Lessons</li> <li>-Interdisciplinary</li> <li>-Real Life Topics</li> </ul> <p><u>Topics Included</u></p> <p>Importing &amp; Exporting Sea Turtles Passing Bills into Laws Olympics &amp; More...</p> <p><u>Ready Core</u></p> <ul style="list-style-type: none"> <li>-Enrichment Activities                             <ul style="list-style-type: none"> <li>~Promotes Critical Thinking</li> <li>~Builds Computational Fluency</li> </ul> </li> </ul>	<p><u>CJ May Magic Show:</u></p> <p>-Taking care of our environment</p> <p><u>Fitness Fury:</u></p> <p>-Physical Fitness -Zumba -Mindfulness</p> <p><u>Balloon Extravaganza</u></p> <p>-Balloon Show</p> <p><u>Spirit Days</u></p> <p>-Color Wars -Crazy Hat -Sports Theme -Wacky Socks -Superhero -Hawaiian Luau</p> <p><u>Virtual Field Trips</u></p> <p>-Aligned &amp; embedded in ELA Accelerated Curriculum</p>

# Elementary Summer Learning



- **Attendance: EAS 2023 Weekly Totals**

- *(EAS Weekly Totals do not include ESY Specialized Programs)*

Week Ending	July 13th	July 20th	July 27th	August 3rd
Carrington	265/408	277/408	257/408	237/408
Gilmartin	272/393	281/393	268/393	233/393
Duggan	202/283	207/283	197/283	167/283
Reed	281/370	266/370	258/370	233/370
Program Weekly Total	1,020/1,454	1,031/1,454	980/1,454	870/1,454
Total Program Average Attendance: <b>975/1,454</b> <b>67% of registered students</b> attended the EAS Elementary program from 7/10-8/3				

# Elementary Summer Learning

## Academic: Pre & Post ELA/Math Data for EAS 2023

- (Data indicates: Total Program % Growth of students from Pre to Post, by grade level, who completed **BOTH** the Pre & Post Assessments)

<i>Total Program Growth</i>	ELA <b>53%</b> Growth	Math <b>66%</b> Growth
Kindergarten	137/155: <b>88%</b>	114/162: <b>70%</b>
Grade 1	81/198: <b>41%</b>	103/198: <b>52%</b>
Grade 2	57/220: <b>26%</b>	161/238: <b>68%</b>
Grade 3	113/187: <b>60%</b>	115/178: <b>65%</b>
Grade 4	54/160: <b>34%</b>	122/156: <b>78%</b>
Grade 5	103/113: <b>91%</b>	71/105: <b>68%</b>



# Rotella Interdistrict Magnet School

<b><i>Total Program Growth</i></b>	<b>ELA Growth</b>	<b>Math Growth</b>
<b>Kindergarten</b>	<b>11/15 (73%)</b>	<b>9/15 (60%)</b>
<b>Grade 1</b>	<b>4/8 (50%)</b>	<b>7/7 (100%)</b>
<b>Grade 2</b>	<b>8/13 (62%)</b>	<b>11/13 (85%)</b>
<b>Grade 3</b>	<b>6/11 (55%)</b>	<b>6/7 (86%)</b>
<b>Grade 4</b>	<b>8/13 (62%)</b>	<b>13/13 (100%)</b>
<b>Grade 5</b>	<b>2/3 (67%)</b>	<b>2/3 (67%)</b>

# Maloney Interdistrict Magnet School

<b><i>Total Program Growth</i></b>	<b>ELA Growth</b>	<b>Math Growth</b>
<b>Kindergarten</b>	<b>3/11 (27%)</b>	<b>6/11 (55%)</b>
<b>Grade 1</b>	<b>3/11 (27%)</b>	<b>4/11 (36%)</b>
<b>Grade 2</b>	<b>10/14 (71%)</b>	<b>10/14 (71%)</b>
<b>Grade 3</b>	<b>1/2 (50%)</b>	<b>1/2 (50%)</b>
<b>Grade 4</b>	<b>1/7 (14%)</b>	<b>4/7 (57%)</b>
<b>Grade 5</b>	<b>4/8 (50%)</b>	<b>5/8 (63%)</b>

# Elementary Summer Learning



- **Attendance: EAS 2023 Weekly Totals**
  - *(EAS Weekly Totals do not include ESY Specialized Programs)*

Week Ending	July 13th	July 20th	July 27th	August 3rd
Maloney	57/78 (73%)	56/78 (72%)	54/78 (69%)	47/78 (60%)
Rotella	70/80 (88%)	70/80 (88%)	59/80 (74%)	62/80 (78%)

# Extended School Year

# Extended School Year

- **Total Students Enrolled: 481**
- Dates for Extended School Year for 4 day Programs  
July 10-August 3
- Dates for Extended School Year 5 day Programs:  
July 10-August 4

# Extended School Year 4 Day Program Attendance

Week Ending	July 14	July 21	July 28	August 4
BDLC	77%	72%	61%	71%
Inclusion	67%	76%	70%	69%
Resource Room	75%	81%	52%	75%
Essential Skills Elementary, Middle and High	81%	87%	83%	83%
CBT	83%	93%	74%	92%
Pre Kindergarten	AM 82% PM 71%	AM 72% PM 77%	AM 87% PM 73%	AM 77% PM 75%
SCOPE Elementary School	80%	82%	82%	86%
SCOPE Middle School	87%	71%	49%	73%

# Extended School Year 5 Day Program Attendance

Week Ending	July 14	July 21	July 28	August 4
Carrington ABA	82%	84%	81%	76%
Carrington CBL	84%	86%	87%	77%
NEMS ABA	87%	88%	76%	84%
Wilby ABA	91%	96%	85%	86%

# Middle School Summer Learning



# Summer Learning Middle School

The EAS Program has been designed to help students find a way to navigate their academic struggles in both ELA and mathematics while additionally implementing SEL (social-emotional learning) and CCP (Community Connection Project) components.

## MATH

*Middle school students covered a variety of math skills over the course of the summer. The topics were chosen to align with and reinforce what was covered throughout the school year*

<b><u>6th Grade</u></b> Ratios and Unit Rates	<b><u>7th Grade</u></b> Ratios and Proportional Relationships	<b><u>8th Grade</u></b> Linear Equations
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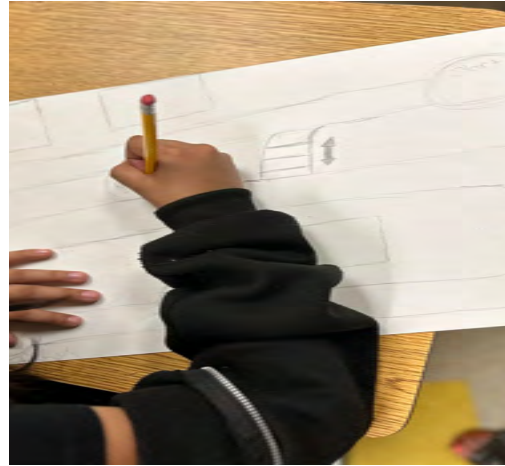
## ELA

*Middle school students focused on writing Argumentative essays in all three grades. Each grade level had a different topic! Argumentative writing is covered during all three years of middle school. This topic was chosen to reinforce skills covered during the school year and prepare students for the next.*

<b><u>6th Grade</u></b> Smart Homes	<b><u>7th Grade</u></b> Dystopian Societies	<b><u>8th Grade</u></b> Voting Rights
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# Summer Learning Middle School

Wallace/West Side/ NEMS	
<b>262</b>  Attendees	<b>27%</b>  Increase from 2022



*Students in the summer program worked with SEL counselors to create their own board games. Students created different cards that represented both positive and negative ways of handling situations they may face in both Middle and High School.*

Our original gripe (complaint), new gripe, & goal:

- There are not enough homeless shelters in Waterbury and people in Waterbury doesn't care about homeless people.
- School lunch is bad.
- Goal: *Work with local restaurants to get better food.*

*Students at North End had to choose local issues that they wanted to reform. They spent time working on proposals and then created presentations with their recommendations. This particular group chose to focus on working with local restaurants to provide homeless shelters with better food options.*

# Waterbury Arts Magnet Summer Enrichment

# WAMS 5-6 Transition & Enrichment Summer Program

## Program Information:

40 Students of incoming 110 Grade 6

- Waterbury & Partner Districts

4 Weeks Monday - Thursday; 8am - 12pm

**Focus:** Cooperative group work and student Centered learning in preparation for transitioning to middle school

## Classes in:

- STEAM-science-technology-engineering-art-mathematics
- Mathematics
- English Language Arts & Library Sciences
- Theater in partnership with Shakespearience



# WAMS 5-6 Transition & Enrichment Summer Program



## STEAM Class

- Focus on Scientific Inquiry and problem solving skills

## ELA & Library Sciences Class

- Focus on reading comprehension, parts of speech, nonfiction text and vocabulary
- Focus on Research skills in the Library and utilization of the College Career and Research Center

## Math Class

- Focus on Grade 5-6 Math skills including Problem Solving using different tools and media

## Theater Class with Shakespeareance

- Focus on Working in groups, Public Speaking
- Scripts focused on famous scientists and how they discovered their inventions.



# WAMS ENCORE!



## Program Information:

- Free Program, Grades 6-12
- Waterbury & Partner District Students
- 2 weeks; Monday - Friday
- 8-11:45- 2 classes per day

## Focus:

Exposure & Enrichment to the ARTS

## Classes offered in:

- Visual Arts-Ceramics
- Video Production
- Theater Tech & Performance Aspect
- Digital Music

# Summer Enrichment

# Summer Enrichment Offered

## Waterbury Parks and Recreation



- Wilby High School, Crosby High School, Kennedy High School: serving grades 1-7: **450 Waterbury Students Served**
- West Side Middle School serving grades 7-8: **100 Waterbury Students Served**
- **Learn To Swim Program in Collaboration with PAL: 345 Waterbury Students Served**
- **Open Swim Outdoor Pools: 4,051 visits to either Fulton Park or Washington Park pools by Waterbury Students**
- Overall staff hired this summer for all Bureau of Recreation programs approximately: **117 Waterbury Students hired in working positions.**



# Summer Enrichment Offered

## Waterbury PAL Program

**Total of WPS students who participated in the PAL programs 1,233**

Summer Basketball League for ages 7-18: **467 students**

Summer Camp ran with Waterbury Youth Services and Kiwanis for ages 4-14 : **60 students**

Swimming lessons for ages 4-14 : **428 students**

Karate lessons for ages 4-18 : **68 students**

Summer sports Fest : **53 students**

Summer Youth Enrichment : **157 students**



# Summer Enrichment Offered

**YMCA**



494 Waterbury Public School students  
attended Camp Mataucha

**Over half of the camp's participants!**

# Summer Enrichment Offered

## Boys and Girls Club

96 WPS students participated in a range of educational and recreational programs. Some highlights included:

- a weekly trip to the beach
- trips to Hartford Science Center and Dinosaur State Park
- visit from CT Humane Society
- programs focused on (math, reading, STEM and arts)
- Recreational activities (basketball, game room games)
- Character Building (SEL)



# Summer Enrichment Offered

## Seven Angels Theatre



31 WPS students were awarded scholarships to participate in theatre workshops to build confidence, self-esteem, and teamwork, as well as creativity and imagination.

Parents were invited at the end of each weekly session to attend a theatre performance presented by the students.

# Summer Enrichment Offered

## Youth Employment



**NORTHWEST REGIONAL  
WORKFORCE INVESTMENT BOARD**

FIRST JOB | NEXT JOB | BEST JOB

**301 WPS youth ages 14-21** were employed through Northwest Regional Workforce Investment Board (NRWIB) to work at Summer Enrichment locations such as: YMCA, PAL, Boys and Girls Club, New Opportunities and the Manufacturing Alliance Service Corporation.

**200 of these youth served as camp counselors**, while the rest served in various other roles with New Opportunities and MASC.

# Summer Enrichment Offered

## Summer Job Shadow Program

**28 WPS youth ages 14-16** were employed through the City of Waterbury to Job Shadow for 2 weeks in various city departments including:

- Community Services
- Engineering
- Finance
- Fire Department
- Information Technology
- Legal
- Police Department
- Public Health
- Public Works
- Risk Management
- School Inspector
- Senior Center
- Silas Bronson Library
- Water Department





# Summer Job Shadow Program – Student Work Samples

**Biggest Takeaways:** *What were the 3 best experiences that influenced your learning this week? Give 2 details about each experience*

- I. Outreach program(HIV prevention team)
  - A. I had the opportunity to go out and attend pride fest with the outreach team and see how they operate at functions
  - B. The outreach team and I went to hand out masks on the green due to the bad air quality on Friday, June 30.
- II. Environmental Health
  - A. I learned how to apply for a business license
  - B. I learned how to renew a business permit
- III. Inspectors
  - A. learned how inspectors inspect houses and the rubric on what to look for
  - B. learned how to find lead in lead inspections

**Visual Representation:**



**Visual Representation:**



**Area of Strength:** *I feel like my people skills have improved because I am around new people every day.*

**Area of Improvement:** *An area I need to improve is my ability to ask questions about certain topics.*

**Strategy for Improvement:** *What I will do better for next week is I will try to be more involved in the conversation.*



# Summer Enrichment Offered

## Summer Internship Program

**40 WPS youth ages 16-18** were employed through the City of Waterbury to Intern for 6 weeks in various city departments including:

- Engineering
- Finance
- Fire Department
- Human Resources
- Information Technology
- Police Department
- Public Health
- Public Works
- Risk Management
- School Inspector
- Senior Center
- Silas Bronson Library
- Superintendent's Office
- Water Department
- Waterbury Development Corporation





# Summer Internship Program – Student Experience



**Madison Whitlock, grade 11 student in the Early College High Program at Crosby High School “loved every second” of her internship with the Waterbury Fire Department.**



**I have loved every second of this program!!!**

# **Innovative Programs Summer Learning**

## **Early College High & Academic Academy**

# Early College High School Summer Biz and Tech Camp

- 27 incoming 9th ECHS students
- Focus on STEM and Business/Entrepreneurship
- Partnership with Junior Achievement
- College Visits
- Field Trips
- Student-led End of Summer Expo



# Early College High School Summer Biz and Tech Camp





# Wallace Academic Academy

# Academic Academy

## Summer Enrichment Programs

### Academy Explorers

- Grades 4 & 5
- 20 days
- 39 participants
- Activities
  - Academic Enrichment in all subjects
  - Community building
  - Tennis instruction
- Field Trips
  - Silas Bronson Library
  - SoundWaters
  - Maritime Aquarium @ Norwalk
  - White Memorial Conservation Center

### AcademyU

- Grades 6, 7, 8
- 20 days
- 61 participants
- Courses
  - Future Engineers
  - Forensics
  - Leadership I
  - Mind Games
  - Communications
  - Art & Entrepreneurship
  - Mock Trial
  - Leadership II
- Field Trips
  - UCONN Waterbury
  - Wreck Havoc Escape
  - Post University
  - Waterbury Court
  - State Capitol

### Summer Showcase

- Culminating event on 8/2/23
- Over 175 students and family members attended
- Presentations included interactive activities highlighting students' summer projects
- Family style pasta dinner

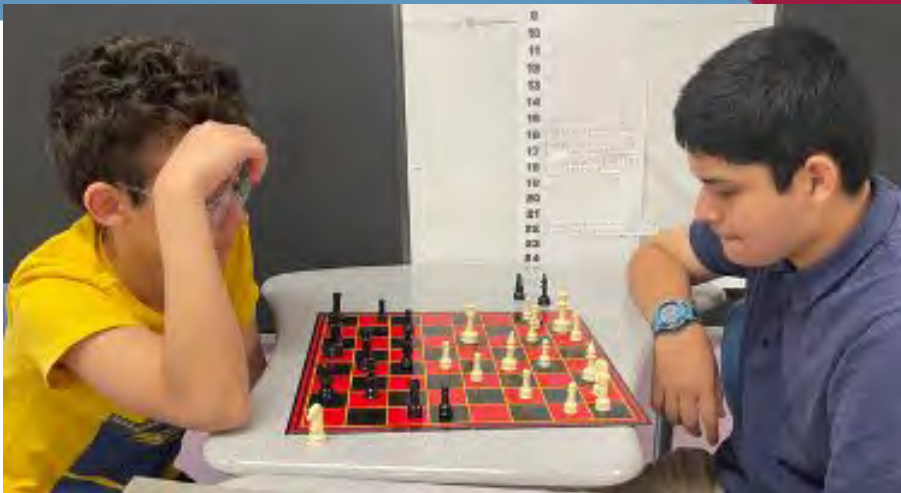












# High School Summer Learning

# High School Summer Learning

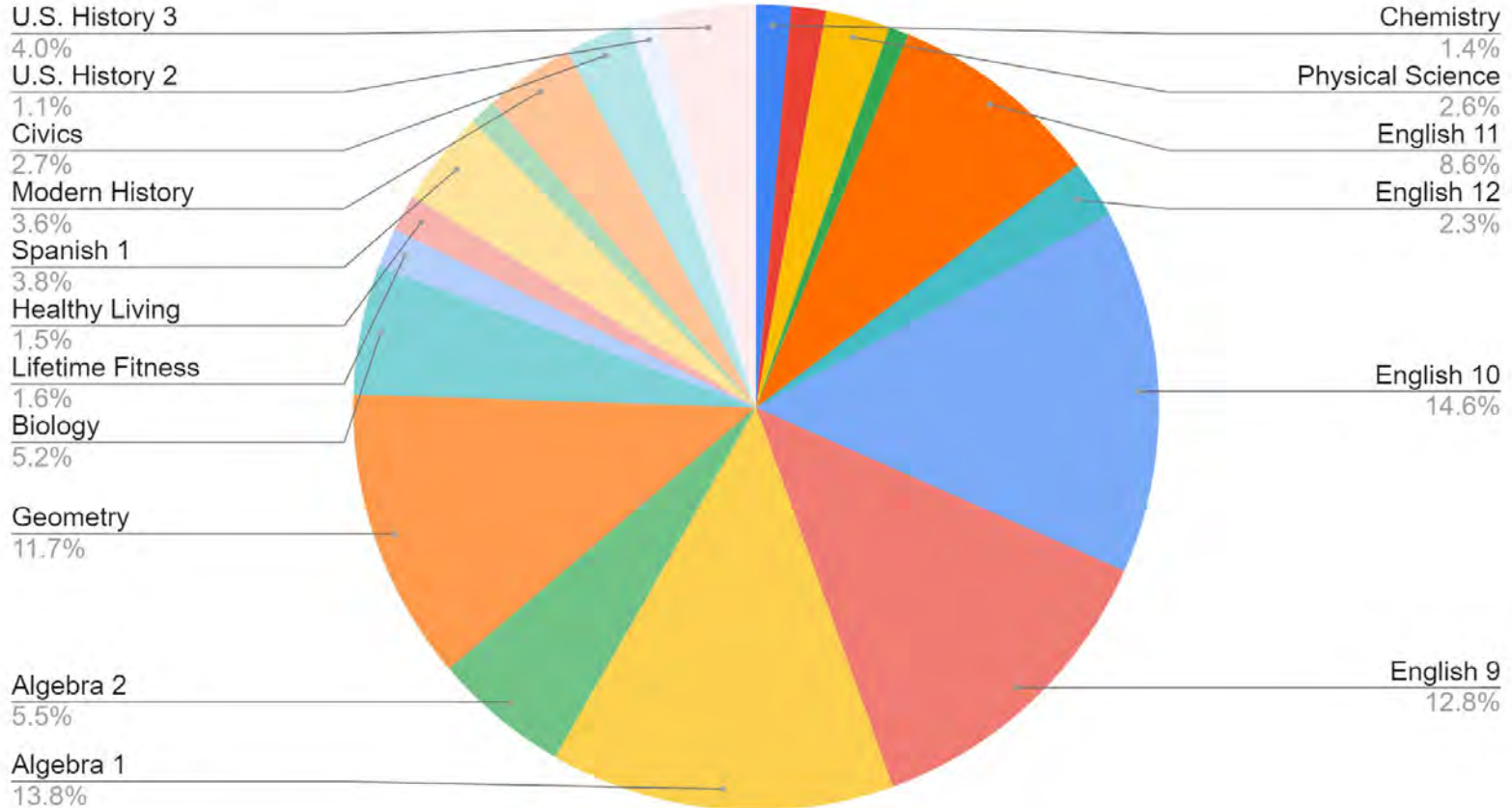
- Total Students: 551
- Total Credit Opportunities: 1,005
- Overall Passing Rate: 65 %
- 33 seniors graduated
- Dates: July 10- August 4th
- 3 In-Person Sessions:  
8:00-10:00 / 10:03 - 12:03 / 12:05 - 2:05

## Wilby High School Recuperative Academy

- Augmenting the schools Turnaround Plan, a specific summer academy for Wilby High School for Wilby Students
- 147 participants
- Credits earned: 237, including 6 seniors graduating

School	Student Count
Crosby	242
Kennedy	229
Wilby*	147
WAMS	30
WCA	20
Enlightenment	25
HCHS	1
*WHS conducted its own credit recovery program	

## Credit Enrollment



## Passing Percentage By Subject

Course	Passing Pct	Course	Passing Pct	Course	Passing Pct
English 9	54%	Algebra 1	63%	History 2	100%
English 10	67%	Algebra 2	73%	History 3	53%
English 11	51%	Geometry	56%	Civics	89%
English 12	83%	Physical Science	81%	Modern World History	69%
Spanish 1	95%	Biology	77%	Healthy Living	60%
Spanish 2	100%	Chemistry	50%	Lifetime Fitness	69%
Env Science	57%	Forensics	88%		

# WATERBURY BOARD OF EDUCATION #2

## Meeting Schedule ~ 2024

This is a required annual schedule. All meetings are subject to change. Please refer to the District's website, [www.waterbury.k12.ct.us](http://www.waterbury.k12.ct.us), 24 hours prior to the scheduled meeting for confirmation.

Deadline for submission of Committee Workshop Agenda Items to Superintendent/Supervisor	Committee Workshop (first Thursday of month) 5:30 p.m. (locations subject to change)	Regular Board Meeting (third Thursday of month) 5:30 p.m. Waterbury Arts Magnet School
December 28, 2023	January 4, 2024 @ Carrington School	January 18, 2024
January 25	February 1 @ Gilmartin School	February 15
February 29	March 7 @ Tinker School	March 21
March 28	April 4 @ Regan School	*April 11
April 25	May 2 @ Wilby High School	May 16
May 30	June 6 @ Reed School	June 20
July 4	*July 11 @ Waterbury Arts Magnet	July 18
July 25	August 1 @ Waterbury Arts Magnet	August 15
August 29	September 5 @ North End Middle School	September 19
September 26	October 3 @ Chase School	October 17
October 31	November 7 @ Driggs School	*November 14
November 27	December 5 @ Kingsbury School	December 19

\*change due to holiday



DRAFT – 09/29/23





## MEMORANDUM

**TO:** Board of Education  
Board of Alderman

**FROM:** Nyree Toucet, Director of College and Career Readiness

**DATE:** September 29, 2023

**RE:** Request to amend contract with Student Success Agency (SSA) for the purpose of an analysis of the program's success

### EXECUTIVE SUMMARY

The Department of Education requests to amend our contract with Student Success Agency for the purpose of providing an analysis of provided statistics as to the program's success. Has SSA made an impact on students who have utilized SSA regarding grades, SATs scores, AP courses, FAFSA completion, etc. compared to students who do not use or did not have access to this type of assistance in the past, with developing a metrics for the differences the utilization might have made.

The BOE will provide roster information for students with the graduation years of 2021, 2022, 2023, 2024, 2025, 2026 including student ID. BOE will not include identifiable information (first name/last name). BOE will provide information from three academic years, including:

- 2020-2021 (no SSA that year)
- 2021-2022 (partial SSA)
- 2022-2023 (full year of SSA)

All provided statistics will be stored in a secure environment and maintain FERPA compliance. At the conclusion of the study they will either be returned in full without copies, and/or fully deleted.

The term of the original contract, through June 30, 2024, for the purposes of providing a digital platform system for students (grade 9-12) to connect with Student Success Agency mentors, called Agents, who assist students with college, career, and emotional well-being with in the amount of \$468, 000 per year funded by the ESSER ARP grant. There is no additional cost or change to the continuing provided scope of work. This analysis will be at no further cost to the district.

We respectfully request an amendment consistency approval of SSA providing an analysis and report for analyzing the success rate of the program.

Attached for your review and consideration is the proposed agreement, an affidavit of Disclosure and Certification, and a tax clearance form for Student Success Agency.

AMENDMENT #1  
To  
Professional Services Agreement  
RFP No. 7051  
For  
One to One Digital Counseling/Mentorship  
between  
The City of Waterbury, Connecticut  
and  
Student Success Agency

**THIS AMENDMENT #1** ("Amendment 1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (hereinafter the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and Student Success Academy LLC DBA Student Success Agency ("Student Success Agency"), a Texas limited liability company located at 530 Lost Creek Trail, Fairview, Texas (hereinafter "Contractor") (jointly referred to as the "Parties" to this Amendment 1).

**WHEREAS**, the City entered into an Agreement with Contractor effective on March 30, 2022 to provide One to One Digital Counseling/Mentorship with related curriculum materials, equipment, supplies and professional learning (the "Agreement"); and

**WHEREAS**, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement in order to expand the scope of services provided therein, on the same terms and conditions as the Agreement; and

**NOW THEREFORE, THE PARTIES AGREE TO AMEND SAID AGREEMENT AS FOLLOWS:**

**1. Section 1 of the Agreement "Scope of Services" shall be amended as follows:**

**1.** Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions



or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide an on-demand digital platform to connect students with mentors to help support and increase student engagement, emotional well-being and college and career readiness. The program supplied by Contractor shall:

1. Enhance the district's Portrait of a Graduate.
2. Be accessible on all devices (computer, tablet, laptop, phone), include an app for convenient access to all students.
3. Include parent/guardian consent.
4. Provide academic, college and career, and social-emotional assistance translated into multiple languages, including but not limited to Spanish and Albanian.
5. Provide consistent and purposeful relationships.
6. Provide college and career exploration and advising.
7. Provide assistance with completing college and FAFSA applications.
8. Provide mentorship.
9. Provide social emotional support.
10. Provide a diverse group of mentors inclusive of a variety of cultures, ethnicities, gender, age, religion, and people with disabilities.
11. Platform/mentors should assist with creating a culture of trust and engagement.
12. Communicate with school counselors via the platform to provide student updates.
13. Utilize tools students receive from their school counselors to build upon student success.
14. Allow for flexibility in meeting the needs of wide range of students and include accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.
15. Provide guidance to help empower students and the tools needed to achieve goals.
16. Include progress monitoring tools, data collection or other means by which to meaningfully assess student progress.
17. An outline of professional development sessions, and support tools to ensure that school counselors are able to expand upon what was utilized in mentor sessions. Services should include consultation, writings, and/or other options to support staff.

In addition, Contractor shall provide an analytics metrics analysis analyzing the success rate of the program, utilizing non-identifiable student roster information provided by the City, at the City's sole discretion, for students

graduating in the years 2021, 2022, 2023, 2024, 2025 and 2026. Such information may, at the City's discretion, include:

- GPA for each rostered student
- Student enrollment record (active, withdrawn, graduated, etc)
- Student Attendance
- Courses and grades for each rostered student
- Disciplinary referrals for each graduated student
- Graduated (Y/N) from high school
- FASFA completion (Y/N) if available
- Test scores as may be available

Contractor will store the statistics in a secure environment and in compliance with the Family and Educational Rights and Privacy Act (FERPA).

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

- 1.1.1** The City's solicitation documents, RFP No. 7051 (attached hereto)
- 1.1.2** Student Success Agency's Revised Cost Proposal (attached hereto)
- 1.1.3** Student Success Agency's Response to RFP No. 7051 (excluding Enclosure D: Cost Schedule, Enclosure F: Exceptions and Alternatives) attached hereto
- 1.1.4** Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5** Certificates of Insurance, incorporated by reference
- 1.1.6** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7** All Required Licenses
- 1.1.8** Required Contract Provisions ARPA Funded Projects

**2. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective March 30, 2022, shall remain in full force and effect and binding upon the Parties.**

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto execute this Amendment #1 on the dates signed below.

WITNESS:

**CITY OF WATERBURY**

\_\_\_\_\_

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

\_\_\_\_\_

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

WITNESS:

**STUDENT SUCCESS ACADEMY LLC  
DBA STUDENT SUCCESS AGENCY**

\_\_\_\_\_

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

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

\_\_\_\_\_

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

## **Analysis on the success of the Digital Mentoring Program with Student Success Agency**

**Primary Objective:** Have the students who have utilized SSA made a difference in those students grades, SATs scores, AP courses, FAFSA completion, etc compared to students who do not use or did not have access to this type of assistance in the past, with developing a metrics for the differences the utilization might have made.

### **Statistics to be provided to SSA for analysis:**

The BOE will provide roster information for students with the graduation years of 2021, 2022, 2023, 2024, 2025, 2026 including student ID. BOE will not include identifiable information (first name/last name). BOE will provide information from three academic years, including:

- 2020-2021 (no SSA that year)
- 2021-2022 (partial SSA)
- 2022-2023 (full year of SSA)

Among the statistics the BOE will provide includes:

- GPA for each rostered student
- Student enrollment record (active, withdrawn, graduated, etc)
- Student Attendance
- Courses and grades for each rostered student
- Disciplinary referrals for each graduated student
- Graduated (Y/N) from high school
- FASFA completion (Y/N) if available
- Test scores as may be available

All provided statistics will be stored in a secure environment and maintain FERPA compliance. At the conclusion of the study they will either be returned in full without copies, and/or fully deleted.

### **Analysis**

Analyze the provided statistics for student outcomes for graduation years 2021,2022, 2023, 2024, 2025, and 2026 using the stated Primary Objective.

Conduct Pre and Post Evaluation of students that participated in the SSA Program when available.

### **Reporting**


Presuming a signed agreement by the beginning of November 2024 the analysis would be performed Nov 2023 – Jan 2024, A draft report would be issued by the end of January 2024 with the final report issued by February 2024 with presentations to BOE and Administrators as may be scheduled.

**KEVIN McCAFFERY**  
DIRECTOR OF PURCHASING



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

To: Nyree Toucet, Director of College and Career Readiness

From: Kevin McCaffery, Director of Purchasing 

Subject: Waiver Request – Amendment #1 to Contract with Student Success Agency

Date: September 26, 2023

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I have reviewed the attached information provided by Nyree Toucet, Director of College and Career Readiness, concerning the above amendment. In my opinion, since there is no cost and no change in scope of work, Student Success Agency can provide an analytics metrics analysis and report.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**  
(B) (1) The amendment is consistent with the scope of the original procurement.  
Therefore, you may proceed with the amendment with Student Success Agency.



Nyree C. Toucet  
Director of College and Career Readiness  
(203) 574-8327  
[ntoucet@waterbury.k12.ct.us](mailto:ntoucet@waterbury.k12.ct.us)

To: Kevin McCaffery, Purchasing Director

From: Nyree Toucet, Director of College and Career Readiness

Date: September 25, 2023

Re: Contract Amendment for Student Success Agency

Waterbury Public Schools has established a contract with Student Success Agency., which is a contract for the purpose of providing on-demand, digital platform to connect students with mentors to help support and increase student academic engagement, college and career readiness, and social-emotional well-being for the duration of the contract, through June 30, 2024. We respectfully request an amendment consistency approval of SSA providing an analytics metrics analysis and report of selected and mutually agreed upon BOE provided statistics for analyzing the success rate of the program. There is no cost or change to the continuing provided scope of work. This analysis will be at no further cost to the district.

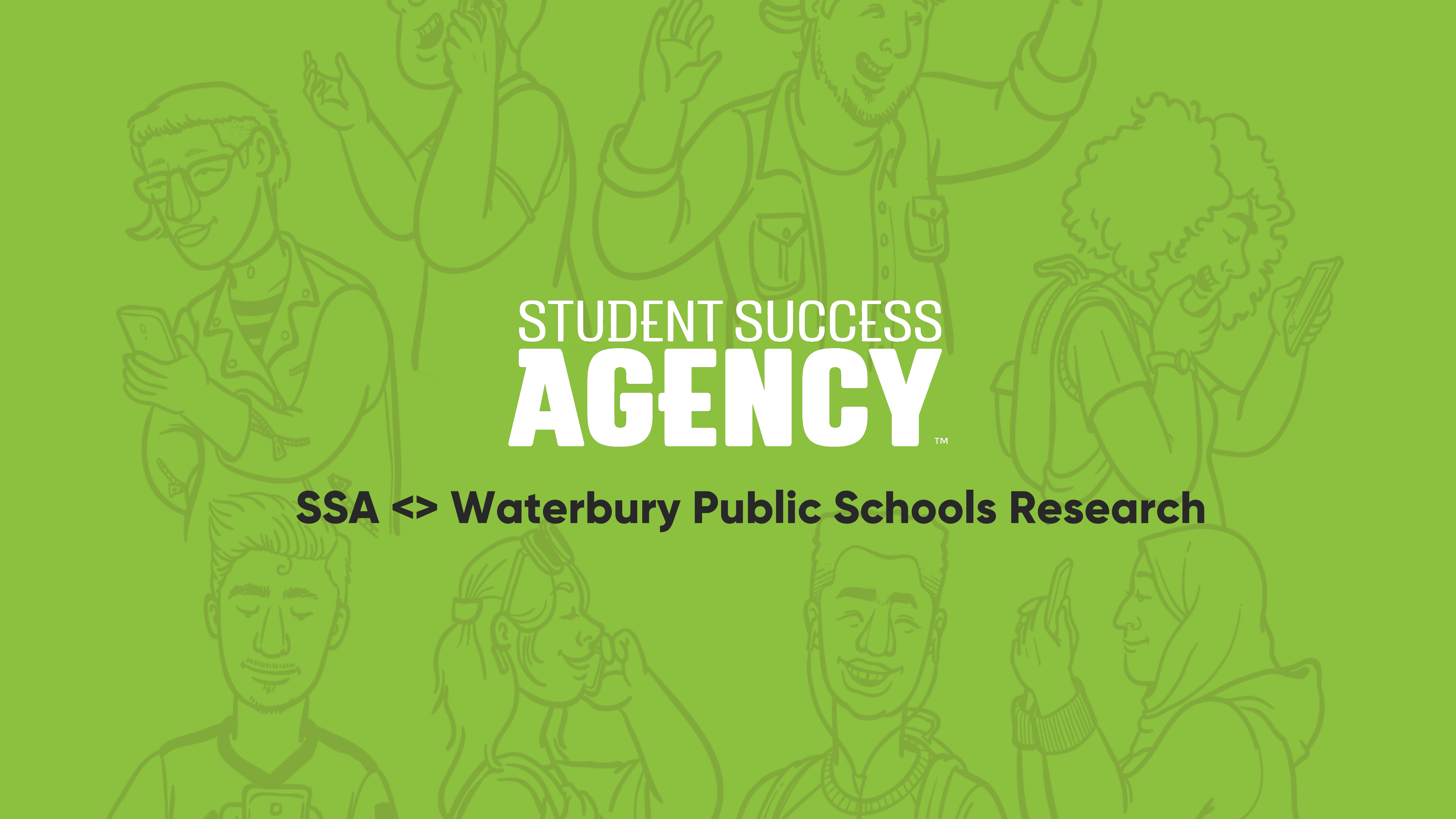
The aforementioned services is adjusting the scope of the previously signed agreement between the City of Waterbury and Student Success Agency to add doing an analysis of statistics provided by the Waterbury Public Schools. This will be done at no additional cost to the district and will not change the term. Please feel free to contact me at any time for additional information regarding this request.

Best,

*Nyree C. Toucet*

Nyree C. Toucet  
Director of Collee and Career Readiness



A green line-art illustration of a diverse group of students. In the top left, a student with glasses and a backpack looks at a phone. Next to them, a student with curly hair also looks at a phone. In the center, a student with a beard and backpack has their hands raised in excitement. To the right, a student with curly hair and a backpack looks at a phone. In the bottom left, a student with a beard looks down at a phone. Next to them, a student with glasses and a backpack looks thoughtful. In the bottom center, a student with a beard and backpack smiles. To the right, a student with a headscarf and backpack looks at a phone.

# STUDENT SUCCESS **AGENCY**<sup>TM</sup>

**SSA <> Waterbury Public Schools Research**



# SSA <> WPS Partnered for Equitable After School & Weekend Support

**1. Connect students**

**2. Engage in services**

**3. Support staff**





# Students are engaged using the platform





# Next Step: Evaluate Student Outcomes

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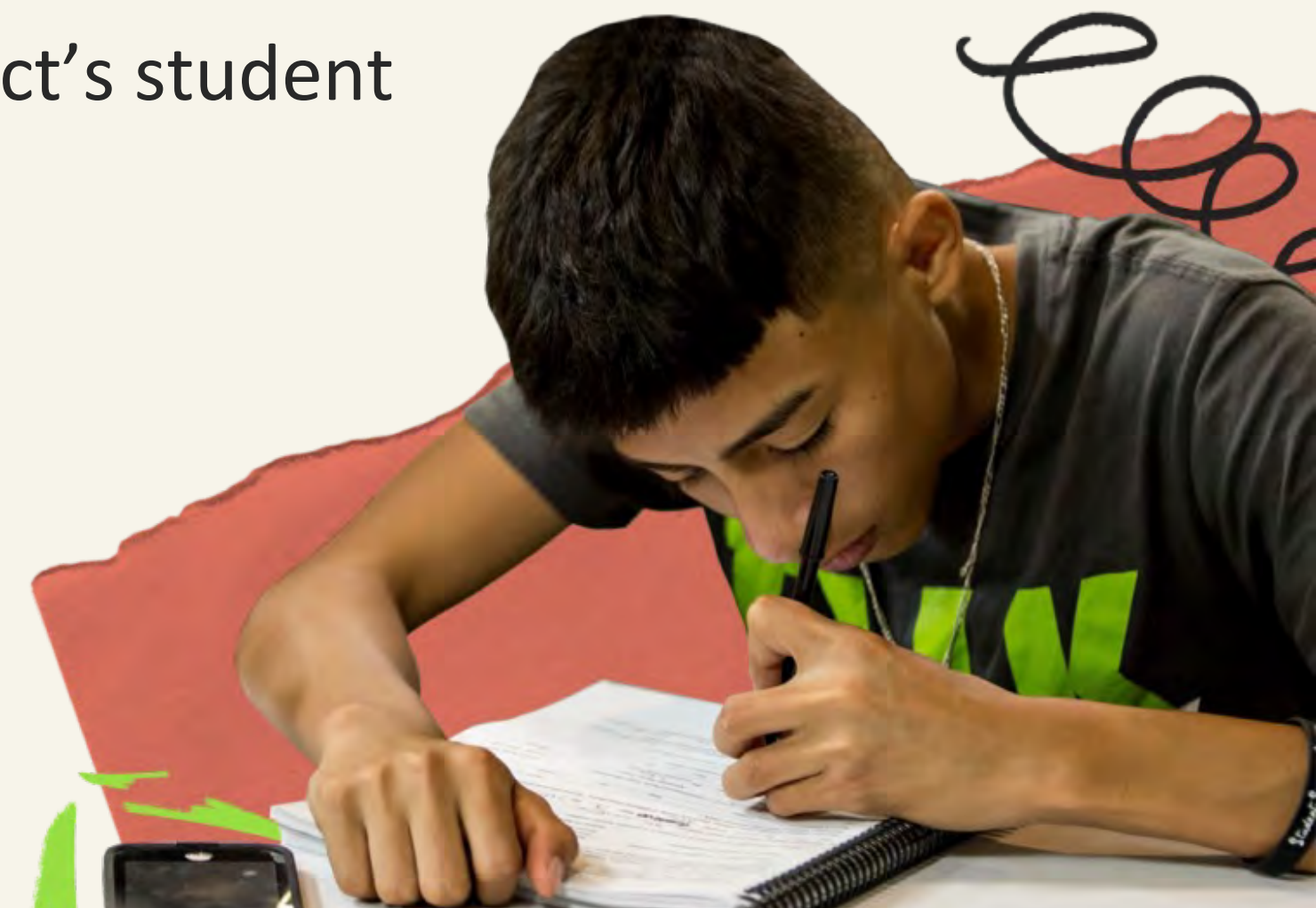
## Student Success Agency:

- Work with WPS staff to establish a secure data sync for requested data activities
- Store data in secure environment and maintain FERPA compliance

## Waterbury Public Schools:

- Work with SSA to sign a data sharing agreement, then enable a link between the district's student information system and SSA to sync student information

*Note: WPS' data share remain the sole property of The District.*



# Data Collection Activities

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SSA requests roster information for student graduation years of 2021, 2022, 2023, 2024, 2025, and 2026 including student ID, first name, last name. SSA also requests the following information from the associated academic years:

- GPA data for each rostered student
- Courses and grades for each rostered student
- Disciplinary referrals for each rostered student
- Attendance rates
- Test scores (if available)
- FAFSA complete (Y/N, when available)
- Graduated (Y/N) from high school





# Evaluation Design

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**SSA would like to design the following evaluation:**

1. Analyze district data of student outcomes for graduation years of 2021, 2022, 2023, 2024, 2025, and 2026.
2. Conduct a pre-evaluation and post-evaluation of students who participated in SSA, when available.



# **Action steps to **empower** WPS staff with data**

- 1. Establish data sharing agreement and transfer data by November, 2023**
- 2. SSA conducts research November, 2023–January, 2024**
- 3. Draft report estimated by end of January, 2024**



DEPARTMENT OF COMMUNICATION

Belen Michelis

Director of Communications

(203) 573-6633, Ext. 11272

[belen.michelis@waterbury.k12.ct.us](mailto:belen.michelis@waterbury.k12.ct.us)

#4

Date: September 28, 2023

To: Waterbury Board of Alderman  
Waterbury Board of Education  
Mayor Neil M. O'Leary

Re: Executive Summary – *Pagefreezer Software, Inc. (RFP 7525)*

The WPS Department of Communications is seeking a service to archive social media records for all 50 social media accounts owned and operated by Waterbury Public Schools.

There were two RFPs submitted in response to RFP #7525 and the Selection Committee unanimously selected Pagefreezer as the most desired responsible bidder.

The cost of the contract will not exceed \$21,564 for the 3-year term, funded through the General Fund, and is a fixed price plan that includes archiving of 50 social media accounts owned and operated by Waterbury Public Schools, as well as an unlimited amount of monthly records/activity to be captured. The Pagefreezer platform includes an unlimited number of users, data storage, exports, searches and support.

I respectfully request approval of the proposed contract, subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel.

Yours,

*Belen Michelis*

cc: Darren Schwartz, Doreen Biolo, Will Zhuta, Mike Konopka, Jerry Gay

**SERVICES AGREEMENT**  
**RFP No. 7525**  
**For**  
**Social Media Archiving Subscription**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Pagefreezer Software, Inc.**

**THIS AGREEMENT** (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City” or “End-User”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Pagefreezer Software, Inc. (“Pagefreezer”), located at 311 Water Street, Suite 400, Vancouver BC V6B 1B8, Canada, duly registered foreign corporation. (Jointly referred to as the “Parties” to this Agreement.)

**WHEREAS**, Pagefreezer submitted a proposal to the City responding to **RFP No. 7525** for Social Media Archiving; and

**WHEREAS**, the City selected Pagefreezer to perform services regarding **RFP No. 7525**; and

**WHEREAS**, the City desires to obtain Pagefreezer's services pursuant to the terms, conditions and provisions set forth in this agreement (the “Project” or “Services”).

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

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

**1.1.** The Project consists of, and Pagefreezer shall provide, Social Media Archiving including but not limited to, providing an overall Social Media Archiving system that is compliant with the Freedom of Information Act and consists of archiving all content from multiple social media platforms in real or near-real time for a minimum of 2 administrators to manage department accounts within the archiving system as is all further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. The Project shall not include a public portal. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by Pagefreezer as having been received, or

are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** City of Waterbury RFP No. 7525, consisting of 12 pages (excluding attachments), attached hereto;
- 1.1.2** Addendum #1 to City of Waterbury RFP No. 7525, dated January 10, 2023, consisting of 2 pages, attached hereto;
- 1.1.3** Pagefreezer's Revised Cost Proposal, dated February 1, 2023, consisting of 4 pages, attached hereto;
- 1.1.4** Pagefreezer's Response to City of Waterbury RFP No. 7525, dated January 18, 2023, consisting of 41 pages (excluding Exceptions and Alternatives, Signed Forms, and Supporting Information), attached hereto;
- 1.1.5** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 1.1.6** City Contract Compliance Documents, incorporated herein by reference;
- 1.1.7** Certificates of Insurance, incorporated herein by reference;
- 1.1.8** Licenses; incorporated herein by reference;
- 1.1.9** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

**1.2.** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on Pagefreezer. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1** All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2** This Contract
- 1.2.3** Pagefreezer's Revised Cost Proposal
- 1.2.4** RFP No. 7525
- 1.2.5** Addendum #1 to RFP No. 7525
- 1.2.6** Pagefreezer's Response to RFP No. 7525

### **1.3 Definitions.**

- 1.3.1** "Applicable Law and Regulation" means any applicable law, rule, regulation, governmental order or decree or any legal or administrative process or proceeding.
- 1.3.2** "Affiliates" means any corporation, company and/or business entity directly or indirectly controlled by, controlling or under common control with a signatory of this Agreement; "Control" means ownership of more than 50% of the total issued share capital of such entity or being entitled to appoint one or more directors to the board of directors of such entity.



- 1.3.3** “End-User Data” means any and all information, content and electronic data owned or licensed, controlled and/or processed by the End-User that will be archived and stored by Pagefreezer on behalf of the End-User and/or captured and downloaded by the End-User, relevant to the provision of Services.
- 1.3.4** “Effective Date” means the date of Mayor’s signature on this Agreement and the commencement of the Subscription Term and the start of Subscription.
- 1.3.5** “Knowledge Base” means the online resources for the use of Services, accessible via <https://www.pagefreezer.com/support/>, as updated from time to time. The End-User will have access to guidance resources to ensure the most enhanced use of Services and status updates in relation to planned outages, software updates, unforeseen Service breaks and/or incidents relating to the use of Services.
- 1.3.6** “Malicious Code” means internet or computer viruses, trojan horses, worms, salamis, back doors, logic bombs, time bombs, cancelbots, malwares, trapdoors, or any other harmful or malicious software codes, computer instructions, programming routines, or computer routines that may damage, vandalize, subvert, disrupt, disable, detrimentally interfere with, surreptitiously intercept, shut down or expropriate computer systems including its security data, user data or personal information.
- 1.3.7** “Order Form” means, in accordance with the terms of this Agreement, the document setting out the subscription purchase by the End-User which will include a description of the Services, their functionality and pricing, any mutually agreed changes to such Services agreed to by Amendment to this Agreement, and any acceptable use policies.
- 1.3.8** “Services” means those Services purchased by the End-User which are specifically outlined in the applicable Order Form; more broadly, the Services made available by Pagefreezer being Website, Social Media, enterprise collaboration messaging archiving and End-User support provided by Pagefreezer for the End-User via <https://www.pagefreezer.com/support/>.
- 1.3.9** “Websites” means world wide websites registered to the End-User and/or its Affiliates and which have been registered by the End-User for use of the Services and for which Subscriptions to a Service have been purchased.
- 1.3.10** “Social Media” means social media and enterprise collaboration network accounts and/or profiles which are registered to the End-User and/or its Affiliates and which have been registered for use of the Services and for which Subscriptions to a Service have been purchased.
- 1.3.11** "Sitemap" means a sitemap.xml listing all links and modification dates in your website, which is published on your website and maintained by the End-User according to the specifications outlined on <https://www.sitemaps.org/index.html>

**1.3.12** “Subscription” means the Services outlined in the Order Form are purchased on a Subscription basis for the Subscription Term set out in the Order Form.

**1.3.13** “Subscription Term” means the period of which the provision of Services are agreed as specified in the Order Form.

## **2. Purchase and Use of the Services.**

### **2.1. Purchased Services.**

**2.1.1 Provision of Purchased Services.** The City agrees that its purchase of the Services hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Pagefreezer regarding any future functionality or features.

**2.1.2 Subscriptions.** Services purchased under this Agreement are purchased as annual Subscriptions, additional Subscriptions may be added to an existing Subscription Term at any time during such term and shall be prorated; Subscriptions may be reassigned to a new Website or Social Media account(s) replacing a former Website which no longer requires ongoing use of the Services.

### **2.2. Use of the Services.**

#### **2.2.1 Pagefreezer Services.**

**2.2.1.1** Pagefreezer shall provide the Services as specified in the Order Form subject to the following requirements, **(i)** the End-User will be on-boarded and provided information on the use of the Services and End-User support processes in addition to a demonstration of the Knowledge Base for guidance resources and updates on the ongoing Services and **(ii)** the Pagefreezer Services store and back-up the archived data in a designated Pagefreezer datacenter (which are located in the USA, Canada and the Netherlands). During the period of Subscription Pagefreezer will not override, change or destroy any archived copy except in connection with migrating the archive to another storage device and only after a copy has been placed on such storage device to which the archive is being migrated.

**2.2.1.2** Access to certain portions of the Services requires registering an account with Pagefreezer (each, an “Account”). Following verification of your identity, the End-User shall select a username and password (“Login Information”) for their Account. The End-User is responsible for managing and ensuring the security, confidentiality and authorized use of its Account’s Login Information and are prohibited from sharing its Login Information or its Account. Pagefreezer strongly recommends that the End-User keep Login Information confidential, and shall notify Pagefreezer promptly of unauthorized access or use of its Account. In the

event Pagefreezer, at its sole discretion, considers the End-User's Account to be vulnerable or to have been accessed or used inappropriately it may cancel and terminate access to the Account after reasonable notice.

**2.2.2 Litigation Hold.** If the End-User wishes to place a litigation hold on some or all of the End-User Data archived by Pagefreezer for Services limited to Social Media this can be done by the End-User directly via the Account, for Services that include Website please send an email to support@pagefreezer.com identifying the pages and dates to be held or provide notice using the web form made available on our website. Within one (1) business day after receipt of a request, we will confirm that we have received your request by sending an email to the relevant email address we have on file. Within two (2) business days after receipt of a request, we will flag those pages and dates so that they are identified as not to be deleted and confirm to you by email that the request has been completed. Within three (3) business days after the receipt of a bulk data request, we will export the pages and dates identified by you from the archives stored on our servers (the cost of this Service is price per gigabyte of the data exported). We will export the data in a printable format and/or its native format including the digital signatures and timestamps. We may change the process for implementing a litigation hold and shall update the Knowledge Base from time to time accordingly. Please consult the Knowledge Base for up to date information on these procedures.

**2.2.3 City's Responsibilities.** The End-User shall (i) be responsible for making each Website or Social Media available for archiving by Pagefreezer, (ii) be solely responsible for the accuracy, quality, integrity and legality of End-User Data and of the means by which the End-User acquired End-User Data, use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Pagefreezer promptly of any such unauthorized access or use, (iii) ensure that all Website pages or Social Media accessed by our Services are accessible from Internet without restrictions and that Pagefreezer software and Services are granted access to all of your Websites or Social Media, (iv) ensure that its Website contains a valid XML Sitemap, which is updated at least once per day containing an accurate list of all web page URLs in its Website that it requires Pagefreezer to access for the purpose of providing the selected Services, (v) specify your Websites or Social Media to be within the scope of our Services, ensure that your Websites or Social Media and each individual page within the scope of our Services are accessible to our software and Services and resolve any network problems, server overload or availability problems, or any other technical issues that may affect the accessibility and availability of your Websites or Social Media, (vi) arrange for any export of data from the archives stored on our server that you wish to obtain, (vii) use the Services only in accordance with the guidance found at the Knowledge Base and Applicable Law and Regulation, (viii) request a bulk export of End-User Data from our servers after the termination of this Agreement subject to Section 15.5 (Return of Your Data) and (ix) be responsible for verifying and ensuring that under Applicable Law and Regulation the data generated by our Services are admissible in court proceedings or any other legal proceedings that you may wish

to utilize the data. The End-User shall not store anything on its Websites or Social Media registered for Services that Pagefreezer cannot lawfully copy.

**2.2.5 Third Party Services.** For Services that Pagefreezer provides that capture data collected from Youtube, the Youtube Terms of Service and the Google Privacy Policy apply.

**3. Pagefreezer Representations Regarding Qualification and Accreditation.**

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

**3.1. Representations Regarding Personnel.** Pagefreezer represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by Pagefreezer 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.

**3.2. Representations Regarding Qualifications.** Pagefreezer hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that Pagefreezer and/or its employees be licensed, certified, registered, or otherwise qualified, Pagefreezer and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, Pagefreezer shall provide to the City a copy of Pagefreezer's licenses, certifications, registrations, etc.

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

**4.1. Publicity.** Pagefreezer 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.

**4.2. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by Pagefreezer shall be that standard of care and skill ordinarily used by other members of Pagefreezer's profession practicing under the same or similar conditions at the same time and in the same locality. Pagefreezer's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

**4.4.2** 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;

**4.4.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

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

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

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

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

**5. Contract Time.** Pagefreezer shall complete all work and services required under this Contract within three (3) years from the date of the Mayor's execution (the "Initial Term") of the Contract and in accordance with the following Project Milestone ("Contract Time"):

**5.1. Project Milestone #1** – Onboarding, including Formal Project Team Training Plan, as described in Pagefreezer's Proposal, dated January 18, 2023, completed within 30 days of date of the first onboarding meeting.

**5.2. Option.** This Contract may be renewed, in City's sole discretion, for two (2) successive one (1) year terms upon mutual written agreement of the Parties (the "Option Periods") upon the same terms and conditions herein.

**5.3.** Time is and shall be of the essence for all Project milestones, and completion date for the Project. Pagefreezer further agrees that the Work 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 Pagefreezer and City, that the Contract Time is reasonable for the completion of the Work. Pagefreezer shall be subject to City imposed fines and/or penalties in the event Pagefreezer breaches the foregoing dates.

**6. Compensation.** The City shall compensate Pagefreezer for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. The number of Websites or Social Media Subscriptions purchased under this Agreement cannot be decreased during the relevant Subscription Term stated on the Order Form without written agreement of the Parties.

**6.1. Fee Schedule.** The fee payable to Pagefreezer shall not exceed **SEVEN THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS (\$7,188.00)** per year of the contract, for an amount not to exceed **TWENTY-ONE THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS (\$21,564.00)** for the entire three year term of the Agreement and shall be in accordance with Pagefreezer's Revised Cost Proposal, dated February 1, 2023, attached hereto as **Attachment A**.

**6.2. Payment for Option Periods.** Payment for any exercised option periods shall be upon the same terms and conditions of Pagefreezer’s Revised Cost Proposal, dated February 1, 2023 and as stated below:

**6.2.1 Option Period 1..... \$ 7,188.00**

**6.2.2 Option Period 2..... \$ 7,188.00**

**6.3. Invoicing and Payment.** Pagefreezer will invoice the End-User in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due 60 days from the date specified on the invoice (“Invoice Date”). The End-User is responsible for providing and maintaining complete and accurate billing and contact information.

**6.4. Suspension of Service and Acceleration.** If any amount owing by the End-User under this or any other Agreement for Services is 30 or more calendar days overdue, and after provision of written notice of such payment default and allowing ten (10) business days to cure such default Pagefreezer may, without limiting any other rights and remedies, accelerate any unpaid fee obligations under such Agreements so that all such obligations become immediately due and payable, and suspend any and all Services to the End-User until such amounts are paid in full.

**6.5. Payment Disputes.** Pagefreezer shall not exercise its rights under Section 6.4. (“Suspension of Service and Acceleration”) if the applicable charges are under reasonable and good-faith dispute and the End-User is cooperating diligently to resolve the dispute.

**6.6. Limitation of Payment.** Compensation payable to Pagefreezer is limited to those fees set forth in this Section 6. Such compensation shall be paid by the City upon review and approval of Pagefreezer’s invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Pagefreezer’s invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

**6.7. Intentionally Omitted.**



**6.8. Proposal Costs.** All costs of Pagefreezer in preparing its proposal for **RFP No. 7525** shall be solely borne by Pagefreezer and are not included in the compensation to be paid by the City to Pagefreezer under this Contract or any other Contract.

**6.9. Payment for Services, Materials, Employees.** Pagefreezer shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. Pagefreezer shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, Pagefreezer shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**6.10. Liens.** Neither the final payment nor any part of the retained percentage, if any, shall become due until Pagefreezer, if requested 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 Pagefreezer has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but Pagefreezer 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, Pagefreezer 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.

## **7. Proprietary Rights.**

### **7.1. Pagefreezer Property.**

**7.1.1** Subject to the limited rights expressly granted under the Agreement, Pagefreezer retains all rights, title and interest in the Service, including but not limited to copyrights, copyrightable works, patents, patent rights, trademarks, trade names and trade secrets ("Intellectual Property Rights"). The Agreement does not convey any right, title or interest in, or constitute the sale of any right to the Service or any related software used as part of the performance of the Service.

**7.1.2** The End-User shall not (i) permit any third party to access the Services except as explicitly permitted by this Agreement, create derivative works based on the Services; (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on its own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Services; or (iv) access the Services in order to build a competitive product or service, or copy any features, functions or graphics of the Services.

## **7.2. City Property.**

**7.2.1** The City retains all right, title and interest in any End-User Data that it uploads or shares through the Service. The Agreement does not convey any right, title or interest in, or constitute the sale of any right to End-User property, and the End-User represents and warrants that all consents, licenses and rights necessary to license its property are obtained prior to sharing any of its property with Pagefreezer. Pagefreezer shall not use or access End-User property except in connection with the Service and the City hereby grants Pagefreezer a limited and revocable license to the property it shares with Pagefreezer pursuant to this Agreement under all copyright, trademark, trade secret, patent, privacy and publicity rights and any other intellectual or industrial property rights it owns or controls to use, display, modify, record, translate, transmit or otherwise exploit in order to facilitate the provision of Service. The End-User sends and shares its property at its own risk.

**7.3.** The City grants Pagefreezer a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the-City relating to the operation of the Services.

## **8. Indemnification.**

**8.1.** Pagefreezer shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of Pagefreezer, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of Pagefreezer duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

**8.2.** To the extent allowed by applicable law, Pagefreezer's total liability arising out of or in connection with this Agreement shall not exceed: (i) two (2) times the contract price; or (ii) in the case of bodily injury, personal injury, cyber liability or property damage for which defense and indemnity coverage is provided by Pagefreezer's insurance carrier, the coverage limits of such insurance.

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

**8.4.** Pagefreezer expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Pagefreezer, 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.

**8.5.** Intellectual Property. Pagefreezer shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles, copyright, trade secret, trademark, or other intellectual property, service, and methods (collectively, the "Intellectual Property" or "IP") used in the work and shall defend at Pagefreezer's own expense any and all suits for infringement or alleged infringement of such IP, and in the event of adverse award under IP suits, Pagefreezer shall pay such awards and hold the City harmless in connection with any IP suits that may arise as a result of installations made by Pagefreezer and as to any award made thereunder.

**8.6.** In the event this Contract and/or Pagefreezer'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, Pagefreezer 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 Pagefreezer, or its subcontractor, omission or commission.

## **9. Representations, Warranties, and Disclaimers.**

**9.1. Pagefreezer Representations.** Pagefreezer shall make the Purchased Services available on a daily basis except in the event of planned downtime and any unforeseen software update requirements which will be notified to the End-User via the Knowledge Base. We will provide the Purchased Services only in accordance with Applicable Law and Regulation.

### **9.2. Pagefreezer Warranties.**

**9.2.1** Pagefreezer represents, warrants and covenants that it owns all rights, titles, patents, trademarks, copyrights and any and all other proprietary rights applicable to the Services it provides, and that the Services (and any parts and materials thereof) will (i) be delivered by competent personnel in a professional and workmanlike manner, according to best practice industry standards; (ii) be of good material and workmanship; (iii) be sufficient and fit for purpose; (iv) be performed in compliance with the requirements of Applicable Law and Regulation; (v) do not infringe or misappropriate any United States or foreign patent, trademark, trade secret, copyright or any other proprietary, Intellectual Property, industrial property, or contract right held by any third party; (vi) will comply with all applicable foreign, federal, state or local statutes, laws and regulations governing advertising, data

collection, privacy, security and other business practices; **(vii)** will not otherwise expose either party to criminal or civil liability, and **(viii)** materially conform with the specifications set forth in the description of the Services and be consistent with any samples of Services provided.

**9.2.2** Pagefreezer represents, warrants, and covenants that: **(i)** performance under this Agreement shall at all times conform to prevailing professional and ethical standards; **(ii)** due care and commercially reasonable efforts shall be utilized in the performance of this Agreement; and **(iii)** Pagefreezer is under no obligation or restriction that would conflict with its provision of Services.

**9.3. City Representations.** The City represents and warrants that: **(a)** all necessary information is provided to Pagefreezer during the City's use of Purchased Services; **(b)** it has authority to provide such information to Pagefreezer; and **(c)** it has authorization to make payments using the payment details provided. The City agrees to provide Pagefreezer with necessary documents to verify identity and personal or business details upon request. Any information that Pagefreezer collects from the City is subject to the Pagefreezer Privacy Policy.

**9.4. City Warranties.**

**9.4.1** The City warrants that it owns the Website and Social Media registered for Services. By registering for Services, the City warrants that-it has the right to, and hereby grants, Pagefreezer permission to access its Websites or Social Media with Services, including, but not limited to, archiving its Website, sub-sites, Website pages and/or Social Media.

**9.4.2** The City shall not **(i)** permit any third party to access the Services except as permitted in the Agreement, **(ii)** create derivative works based on the Services, **(iii)** copy, frame or mirror any part or content of the Services, other than copying or framing on City intranets or otherwise for the City's internal business purposes, **(iv)** reverse engineer the Services, or **(v)** access the Services in order to build a competitive product or service or to copy any features, functions or graphics of the Services.

**9.5. Mutual Warranties.** Each Party represents and warrants that **(i)** it has the legal power to enter into this Agreement, and **(ii)** will not intentionally transmit to the other party any Malicious Code. Each party will utilize reasonable efforts to detect and remove Malicious Code from any materials subject to this Agreement by using virus scanning or other similar tools and techniques.

**9.6. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.

## **10. Limitation of Liability.**

**10.1. Disclaimer.** THE SERVICE IS PROVIDED TO THE END-USER “AS IS” AND PAGEFREEZER AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, THE “**COMPANY PARTIES**”), DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH LAWS WITHIN THE END-USER’S JURISDICTION. FURTHER AND WITHOUT LIMITING THE FOREGOING, THE COMPANY PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE, SERVICES PERFORMED AND PRODUCTS PROVIDED BY THE COMPANY PARTIES OR OTHER THIRD PARTIES, WILL COMPLY WITH APPLICABLE LAWS WITHIN THE END-USER JURISDICTION, MEET END-USER REQUIREMENTS, OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ERROR FREE. THE COMPANY PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING: (A) SATISFACTION WITH THE SERVICES; (B) THAT THE SERVICES WILL ALWAYS BE AVAILABLE AND ERROR FREE. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY THE COMPANY PARTIES WILL CREATE ANY WARRANTY AND THE CITY SHALL NOT RELY EXCLUSIVELY UPON SUCH ADVICE OR INFORMATION.

**10.2. Additional Limits on Pagefreezer’s Liability.** Pagefreezer is not responsible for: the End-User’s (i) Website or any Website pages or Social Media data being excluded from the Services due to the access limits placed on Website, sub-site, page, Social Media and/or End-User Data, (ii) any missing webpages or data in the Website archive if your Sitemap is not available or not updated with an accurate list of your Website URLs at least once per day, (iii) Website, any sub-site, page, Social Media and/or End-User Data excluded from the Services due to not being specified by the End-User as being in scope of Services, (iv) Website, any sub-site, page, Social Media and/or End-User Data excluded from the Services due to City Internet and/or network problems, a server overload, availability, and/or accessibility problems, or due to any other City technical problems that may affect availability and/or accessibility of the End-User Website, any sub-site, page, Social Media and/or End-User Data, (v) any negative effect on the End-User by the Pagefreezer Website being offline from time to time for maintenance, (vi) loss of End-User Data after the termination of this Agreement where the End-User has failed to request an export of End-User Data from Pagefreezer systems within the data hold period specified in Section 15.5 (Return of Your Data), (vii) refusal for any court, law enforcement agency, or dispute resolution venue to accept or recognize for any purpose the data generated by the Services and (viii) limitations to collect certain data sets or messages from Social Media accounts due to limitations that Social Media providers put on their Social Media APIs to access such data sets or messages, or rate limitations imposed by Social Media vendors on their APIs.

## **11. Pagefreezer's Insurance.**

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

**11.2.** At no additional cost to the City, Pagefreezer 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 Pagefreezer's obligation under this Contract, whether such obligations are Pagefreezer's or subcontractor or person or entity directly or indirectly employed by Pagefreezer or subcontractor, or by any person or entity for whose acts Pagefreezer 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 Pagefreezer:

**11.4.1 General Liability Insurance:**

**\$1,000,000** per occurrence

**\$2,000,000** aggregate

**\$2,000,000** 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** combined single limit (CSL)

Any Auto, All owned and hired Autos. Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non- owned autos..

**11.4.3 Workers' Compensation:** Statutory Limits within the  
State of Connecticut:

Employers' Liability:

**\$1,000,000** EL Each Accident

**\$1,000,000** EL Disease Each Employee

**\$1,000,000** EL Disease Policy Limit

Pagefreezer shall comply with all State of Connecticut statutes as it relates to  
Workers' Compensation.

**11.4.4 Excess/Umbrella Liability:**

**\$1,000,000** each occurrence

**\$1,000,000** aggregate

**11.4.5 Professional Liability/E&O:**

**\$1,000,000** each Wrongful Act

**\$1,000,000** aggregate

**11.4.6 Cyber/Privacy/Network**

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

**\$1,000,000 Aggregate**

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

**11.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from Pagefreezer 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 Pagefreezer's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under Pagefreezer's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Pagefreezer executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. Pagefreezer must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision



that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

**12.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of Pagefreezer's work and services shall be secured in advance and paid by Pagefreezer. Pagefreezer shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**12.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon Pagefreezer for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Pagefreezer remains liable, however, for any applicable tax obligations it incurs. Moreover, Pagefreezer represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**12.3. Labor and Wages.** Pagefreezer and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**12.3.1** Pagefreezer is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The

Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**12.3.2** Pagefreezer 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.

**13. Discriminatory Practices.** In performing this Contract, Pagefreezer 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, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

**13.2. Equal Opportunity.** In its execution of the performance of this Contract, Pagefreezer shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression,

national origin or citizenship status, age or handicap. Pagefreezer 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.

**14. Intentionally Omitted.**

**15. Termination.**

**15.1. Termination of Contract for Cause.** If, through any cause, in part or in full, the fault of Pagefreezer, Pagefreezer shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Pagefreezer shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Pagefreezer of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

**15.2. Termination for Convenience of the City.** The City may terminate this Contract 30 days prior to the expiration of the Initial Term for the convenience of the City, by a notice in writing from the City to Pagefreezer. If this Contract is terminated by the City as provided herein, Pagefreezer 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 Pagefreezer covered by this Contract, less payments of compensation previously made.

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

**15.3.1 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 Pagefreezer.

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

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

#### **15.4. Rights Upon Cancellation or Termination.**

**15.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, Pagefreezer shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, Pagefreezer shall transfer all licenses to the City which Pagefreezer is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Pagefreezer for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. Pagefreezer shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**15.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay Pagefreezer for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Pagefreezer shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Pagefreezer 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 Pagefreezer may negotiate a mutually acceptable payment to Pagefreezer for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

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

**15.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) Pagefreezer shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay Pagefreezer 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).

**15.5. Return of Your Data.** (i) Any request for return of End-User Data must be made no later than 60 calendar days after the Termination or Cancellation Date and shall be subject to applicable fees ("Data Export Fees"); (ii) Pagefreezer will make available to the End-User a downloadable file End-User Data in the native file formats along with attachments in their native formats; (iii) Return of Data shall be subject to Data Export Fees at the following rate: \$500.00 (five hundred United States Dollars) for the first 200GB (200 GigaBytes) and then \$50.00 (fifty United States Dollars) for every 10GB (10 GigaBytes) thereafter; (iv) If a request for return of data is not made within the 60 day period post either the Termination or Cancellation Date, Pagefreezer shall delete all End-User Data after 60 days' notice to the City; (v) Should the End-User elect to purge all End-User Data and require confirmation or destruction on or before a specific date, Pagefreezer shall destroy the Data and provide the End-User with a Certificate of Destruction for a one-time fee of \$300.00 (three hundred United States Dollars).

## **16. Intentionally Omitted.**

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

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

**17.2.** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

**17.3.** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

**17.4.** strikes and labor disputes; and

**17.5.** certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

**18. Subcontracting.** Pagefreezer shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Pagefreezer's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Pagefreezer 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 Pagefreezer from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**18.1.** Pagefreezer shall be as fully responsible to the City for the acts and omissions of Pagefreezer's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Pagefreezer.

**19. Assignability.** Pagefreezer 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 Pagefreezer 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 Pagefreezer'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, Pagefreezer 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. Risk of Damage and Loss.** Pagefreezer shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by Pagefreezer, by someone under the care and/or control of Pagefreezer, by any subcontractor of Pagefreezer, or by any shipper or delivery service. Pagefreezer shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, Pagefreezer shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**22. Interest of Pagefreezer.** Pagefreezer 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. Pagefreezer further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

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



**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. Contract Change Orders.**

**27.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**27.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**27.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**27.1.3** the Final Completion Date has not been changed.

**27.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**27.2.1** an upward adjustment to Pagefreezer's payment claim, or

**27.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**27.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both Pagefreezer, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to Pagefreezer's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the

provisions of this Contract. Any contract change NOT fully complying with this Section 27 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**28. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and Pagefreezer and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 7525** and **(ii)** Pagefreezer's proposal responding to the aforementioned **RFP No. 7525**.

**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.** Pagefreezer 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, Pagefreezer shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**30. Binding Agreement.** The City and Pagefreezer 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 Law and Choice of Forum.** This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

**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's Using Agency or Pagefreezer, 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:

Pagefreezer:                      Pagefreezer Software, Inc.  
   311 Water Street  
   Suite 400  
   Vancouver, BC V6B 1B8, Canada

City:                                The City of Waterbury  
   c/o Computer Technology Center  
   236 Grand Street, 3<sup>rd</sup> Floor  
   Waterbury, CT 06702

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

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

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

**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.** Pagefreezer 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.** Pagefreezer 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: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

**34.11.** Pagefreezer 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 Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**34.14. PROHIBITION AGAINST CONTINGENCY FEES.** Pagefreezer 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 Pagefreezer set forth in Section 6 herein

is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Pagefreezer records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**[Signature Page to Follow]**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Print name:

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

Sign: \_\_\_\_\_  
Print name:

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

**WITNESSES:**

**PAGEFREEZER SOFTWARE, INC.**

Sign: \_\_\_\_\_  
Print name:

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

Sign: \_\_\_\_\_  
Print name:

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



## **ATTACHMENT A**

- 1.** City of Waterbury RFP No. 7525, consisting of 12 pages (excluding attachments), attached hereto;
- 2.** Addendum #1 to City of Waterbury RFP No. 7525, dated January 10, 2023, consisting of 2 pages, attached hereto;
- 3.** Pagefreezer's Revised Cost Proposal, dated February 1, 2023, consisting of 4 pages, attached hereto;
- 4.** Pagefreezer's Response to City of Waterbury RFP No. 7525, dated January 18, 2023, consisting of 41 pages (excluding Exceptions and Alternatives, Signed Forms, and Supporting Information), attached hereto;
- 5.** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 6.** City Contract Compliance Documents, incorporated herein by reference;
- 7.** Certificates of Insurance, incorporated herein by reference;
- 8.** Licenses; incorporated herein by reference;
- 9.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

**REQUEST FOR PROPOSAL**  
**#7525**  
**BY**  
**THE CITY OF WATERBURY**  
***Board of Education***  
***Social Media Archiving***

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a social media archiving service to ensure that Waterbury Public Schools is compliant with record retention requirements laid out by the State of Connecticut Freedom of Information Act.

**A. Background and Intent**

The Board of Education's use of social media has evolved beyond the original scope laid out in its current contract for records archiving, in part because the social media platforms themselves have changed. In the past few years, the WPS has both expanded the kinds of content and uses for social media as well as the number of accounts and platforms used to amplify and promote education functions to the public. The Department of Education also has been approached by and been made aware of other vendors in the social media archiving space, and intends to fully vet these Contractors through the specific needs outlined in our Scope of Work. Social media platforms present a wide variety of archiving complications, from documenting private messages exchanged with the WPS (as on Facebook, Instagram and Twitter) to finding creative solutions to capture edits to a post; comments left or addressed to the department of education accounts; posts that are designed to disappear (Instagram stories); and platforms that are not currently adapted to records retention (Instagram, for example). Additionally, because the content generated on social media constitutes an official record of the City of Waterbury, the Contractor needs to be able to make the social media records searchable and publicly available. Moreover, because citizens use social media platforms to contact the department of education, the Contractor needs to provide a way to flag and send notifications based on key words and questions, to ensure a timely response from the district.

**B. Qualifications**

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing social archiving as outlined in the Scope of Services in this RFP
2. A proposer with a proven track record in providing these types of or similar services for municipal governments.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.

## C. Scope of Services

**Contractor's Responsibilities** Contractor shall perform the following functions in accordance with this contract:

1. Archive all content for the following social media platforms in real or near-real time:

- Twitter
- Facebook
- Instagram
- YouTube
- LinkedIn
  - a. All content referenced above includes, but is not limited to:
    - Photos/Images
    - Comments (ours and others')
    - Reactions (ours and others')
    - Responses (ours and others')
    - Direct Messages (ours and others')
    - Live broadcasts
    - Disappearing content (like Instagram stories)
    - Metadata

b. Real or near-real time referenced above involves using the platforms application program interface (API) or other suitable Web Service to capture indexed, searchable content immediately or within an hour of posting.

1. This archiving should be set up within 30 days of contract execution.

2. Risk Management:

- a. Contractor has the ability to send automated alerts to administrators of relevant accounts, notifying them of questions posted to accounts, as well as use of any flagged words, phrases, or sentiments identified by the administrators.
- b. Provide and implement risk mitigation measures, contingency plans and disaster recovery plans as high-priority risks are identified and monitored.
- c. This functionality should be set up within 30 days of contract execution.

3. Records:

The Contractor's platform allows administrators on the archiving account to search, retrieve, and export any and all records the Contractor retains on behalf of the district.

- a. This functionality should be set up within 30 days of contract execution.

4. Edits: The Contractor's platform should automatically capture a record of any edits made by administrators to posts or interactions on archived accounts.

- a. This functionality should be set up within 30 days of contract execution.

5. Adaptation: The Contractor is expected to maintain and update the platform based on changes to social platforms, application program interfaces, and relevant needs expressed by the district and other clients.

6. Design: The Contractor's platform should have a functional administrative interface that allows for easy access to and management of the district's archived records.

a. This should be set up within 30 days of contract execution.

7. Customer Service: The Contractor shall provide same-day customer service and troubleshooting during normal work days and hours (8 a.m. to 5 p.m. in the Contractor's home Time Zone). Otherwise, the Contractor commits to responding to any request for assistance within 24 hours.

a. This should continue through the duration of the contract.

8. Administration: The Contractor's platform supports multiple accounts across each social media platform and 20 administrators to manage department accounts within the archiving service.

a. This should be set up within 30 days of contract execution.

9. Public portal: Records are available to the public through a searchable database.

a. The database should be able to be embedded via an iFrame.

b. The Contractor's platform should differentiate between live content and content that is staged/unlisted (i.e. unlisted YouTube videos) for the purposes of archiving and public search.

c. If a searchable public portal isn't available, the Contractor must provide a well-documented application program interface or other means to develop a searchable and publicly-accessible archive.

d. This should be set up within 30 days of contract execution.

10. Training: Provide a formal Project Team Training Plan to document City Project Team training requirements.

11. The System provides a mechanism for user to self-initiate a password reset.

12. The System provides a mechanism for administering role-based permissions and row level user access controls.

13. The System provides a mechanism allowing authorized users to administer user accounts and limit accessibility level of user roles accounts their purview.

14. The System provides a mechanism for sending email notifications, without user intervention, based on preset criteria.

15. The System provides application features/accessibility solely via a cloud-based environment.

16. The System is browser agnostic, guaranteeing performance across various web browser platforms including: Edge Browser, Firefox, Chrome and Safari.

17. The System is platform agnostic, guaranteeing performance across various device platforms including: Windows, iOS and Android.

18. The application provides Web-enabled components to meet the Rehabilitation Act of 1973 Section 503, W3C and industry standards for graphics and design; speed; reliability; and security for dynamic content and user interaction.
19. The application provides the capability to generate reports and define views easily without the assistance of the IT department
20. The application provides the capability to generate reports and define views easily without the assistance of the IT department
21. The solution provides a complete copy of hosted data using comma separated view (CSV) format or other agreed to and usable formats in the event of contract termination with 30 days of the request.
22. The solution supports future releases of the application without rendering the archived data unusable or provides an upgrade script to convert archived data to supported format.
23. The solution provides online access to the current year plus unlimited previous years of all types of data retained in the system, and provides archive capabilities thereafter for inactive historical records. The solution provides a method to retrieve archived records back into active state.
24. The application provides standardized data extraction functions or Application Program Interface (API) to allow import and export of data to/from other systems.
25. The system meets Web Accessibility standards including, but not limited to, ability to support ADA and compliant with Section 508 of the Federal Rehabilitation Act (see <http://www.access-board.gov/sec508/summary.htm>). Web based applications must be ADA compliant following the specifications of 508c of the Americans With Disabilities Act. If compliance is not possible, reasonable alternatives may be considered.
26. The system prevents the unauthorized alteration of records before the expiration of their retention period. The system provides logs or audit trails that document edits and views of records. This is a requirement for information
27. Until expiration of retention period, hardware and software must be available to access records and sufficient metadata must be present to facilitate timely retrieval of records.

#### **D. Agreement Period**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be a 3-year contract with two (2) 1-year options.

#### **E. Insurance**

The respondent shall provide insurance as set for in **Attachment D** 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 category as shown in the most current A.M. Best Company ratings.

## F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on January 6, 2023**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by January 10, 2023, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

## G. Management

Any contract or purchase order resulting from this RFP will be managed by the Director of Communications and/or Director of Technology.

## H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of **(120)** days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.



12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

## **I. Proposal Requirements & Required Format**

One original (clearly identified as such) and **(3)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on January 18, 2023. Proposals received after that time shall NOT be considered.**

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Room 103  
Waterbury, CT 06702

**Proposals** submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone

number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include pricing for each platform for year one. Pricing for year one should include cost per platform and/if any initial set up fee per platform. Pricing for years two, three, four and five should be provided without the initial set up fee. Proposals should also list any bundled package costs and any additional cost per platform that is over-and-above the bundle number. Yearly archiving fees should have unlimited records, unlimited storage, unlimited users, unlimited exports. Billing should be annually. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

*Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

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

## **J. Evaluation of Proposals; Selection Process**

### **1. Evaluation Criteria**

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

### **2. Selection Process**

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

## **K.Rights Reserved To The City**

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

## **L.Federal, State and Local Employment Requirements**

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

## **M.State Set-Aside Requirements NOT APPLICABLE**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

## **N. State DAS Requirements for Construction Projects**

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS

Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

**MAUREEN McCAULEY**  
ASSISTANT DIRECTOR OF PURCHASING



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

**ADDENDUM #1**

**January 10, 2023**

**RFP 7525 Social Media Archiving**

**Please refer to the questions and answers below.**

**Question:** Can you please provide breakup of number of accounts for each platform? Usually pricing is based on number of accounts and YouTube is based on number of minutes . • Twitter • Facebook • Instagram • YouTube • LinkedIn

**Answer:**

- (3) YouTube
- (33) Instagram
- (6) Twitter
- (7) Facebook

**Question:** This RFP posted last month and again reposted? What is the reason?

**Answer:** Only one response was received.

**Question:** C. Scope of Services 1. YouTube Does the city want to capture YouTube videos, or just the comments (yours and others')?

**Answer:** Just the comments—"yours and others".

**Question:** In other contracts with cities, counties, state agencies and including but not limited to school districts, we use our own subscription license agreement. Is the city open to using our subscription license agreement in lieu of the city's agreement?

**Answer:** The City is not open to using your subscription license agreement in lieu of the City's agreement. A sample contract was attached to the RFP, and if you have any exceptions with the any of the language, you may submit your exceptions with your response.

**Question:** Does the city recognize that content generated on their websites and SMS/ Text messages constitute an official record of the City of Waterbury?

**Answer:** Yes.



**Question:** We are trying to see if this is a five year contract or a three year contract?

**Answer:** The agreement period for any contract or purchase order resulting from this RFP is anticipated to be a 3-year contract with two (2) 1-year options.

**Question:** How many YouTube accounts will need to be archived? Can you please provide a link to every YouTube account?

**Answer:** (3) YouTube accounts:

[YouTube](#)

[Waterbury Arts Magnet 6-12 \\$](#)

[Waterbury Career Academy](#)

**Question:** I. Proposal Requirements & Required Format One original and 3 paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive. Will the city accept a proposal in electronic PDF format only? Sent via email?

**Answer:** NO to both.

**Question:** Please advise on the expected budget per annum - we won't hold you to it, but it helps with planning and proposing.

**Answer:** Budget information is not available.

**Question:** "The Board of Education's use of social media has evolved beyond the original scope laid out in its current contract for records archiving."

Which vendor is currently contracted for archiving records for the Board of Education?

**Answer:** The Board of Education does not have vendor performing archiving services.

**Question:** How much is the current contract value per year? / How many records are allowed per month for this contract? / How many social media accounts are being archived under this contract?

**Answer:** Not applicable.

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**



**PREPARED FOR**

The City of Waterbury, Department of Education,  
Connecticut

Revised Cost Schedule for Request for Proposal  
#7525 for Social Media Archiving

February 1, 2023

## **FEES**

Pagefreezer is proposing a fixed pricing plan for the City, including fifty (50) social media accounts to be archived, as well as an unlimited amount of monthly records/activity to be captured.

Pagefreezer's primary goal is to support the City with its social media successes and above all, provide absolute budget certainty moving forward, whilst providing the City with the best value for money solution for taxpayer dollars.

Pagefreezer's proposed pricing also includes an unlimited number of users, data storage, exports, searches and support. The pricing is fixed and certain with no surprises.

Name	Price	QTY	Subtotal
<b>PageFreezer Public Records Compliance for Social Media</b>  Social Media Archiving for up to 50 social media accounts. Add-on accounts may be obtained at \$25/month each.  Unlimited Records. Unlimited Storage.  Includes continuous account monitoring and archiving at the API (Application Programming Interface) level and replay of archives on PageFreezer.com. Open Record compliant. 1 administrative accounts are included with the PageFreezer account. API access/capture to/from Facebook, Twitter, LinkedIn, Instagram.	\$599.00	12	\$7,188.00
<b>Configuration and Training</b>  Personalized assistance for configuration of the website and social media accounts for archiving; creation of user account including access, user names and passwords; initial troubleshooting and quality assurance; administrative configuration for capture engine; test captures; capture optimization; QA cycle - internal; QA cycle - with client; 1:1 training session and access to unlimited weekly free online training.	\$0.00	1	\$0.00
<b>Helpdesk Standard</b>  Weekdays, 9am-5pm PST, excl. holidays, email, phone, web support, online ticket system, knowledge base, user documentation.	\$0.00	1	\$0.00

One-time costs: \$ 0.00  
Annual Recurring: \$ 7,188.00

- Social Media Archiving for up to 50 social media accounts
- \$599 per month
- Included is the one-time training and all configurations
- Billed annually
- \$11.98 price per social media account
- Additional accounts over-and-above the bundle number (50) may be obtained at \$25/month each
- One-time cost: \$0.00
- Annual Recurring Cost: \$7,188
- Term Length: Three years (3), with up to two (2) one-year extensions



**PREPARED FOR**

The City of Waterbury, Department of Education,  
Connecticut

Request for Proposal #7525 for Social Media  
Archiving

January 18, 2023

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## IDENTIFYING INFORMATION

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Number: BC0865911

**CERTIFICATE  
OF  
CHANGE OF NAME**

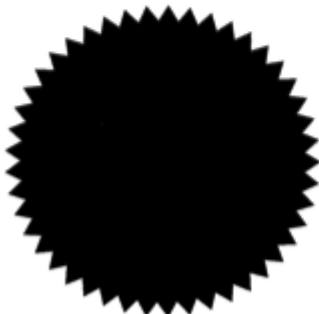
*BUSINESS CORPORATIONS ACT*

I Hereby Certify that GREEN VALLEY SOFTWARE INC. changed its name to PAGEFREEZER SOFTWARE INC. on November 18, 2010 at 04:05 PM Pacific Time.

*Issued under my hand at Victoria, British Columbia  
On November 18, 2010*



**RON TOWNSHEND**  
*Registrar of Companies*  
Province of British Columbia  
Canada



## EXECUTIVE SUMMARY

Pagefreezer is responding to this Request for Proposal with the experience and expertise in regard to providing social media archiving as outlined in the scope of services to ensure that Waterbury Public Schools is compliant with record retention requirements laid out by the State of Connecticut Freedom of Information Act.

Pagefreezer has a proven track record in providing social media archiving services for municipal governments and is knowledgeable of federal and state laws and regulations governing these services. As an industry leader with over a decade of experience, Pagefreezer has created a solution to help organizations with the wide variety of archiving complications from social media records.

Pagefreezer provides automated social media archiving in real-time on an on-going basis for major social media networks like Facebook, Twitter, Instagram, YouTube and LinkedIn. Pagefreezer archives the data using the APIs provided by the social media platforms. All data and metadata that is available via the API are therefore collected, including text, photos, links, metadata, public comments, reactions, and edited and deleted content.

Pagefreezer offers an easy to use browser-based dashboard that has the same look and feel as the original native social media network. For example Pagefreezer's FaceBook archive looks, feels, and navigates the same as a normal FaceBook page. The dashboard allows users to search all archived data, view metrics, browse archives, export content in various file formats, and easily deliver on open records requests.

Pagefreezer is dedicated to evolve with the scope of The City's needs and continues to be cutting edge with all social media platforms as they themselves continue to change. The PageFreezer solution is scalable to the number of accounts and platforms needing to be archived and wants your organization to amplify and promote education functions to the public.

Cameron Gremell

C. Gremell

## SCOPE OF SERVICES

<p>1. Archive all content for the following social media platforms in real or near-real time:</p> <ul style="list-style-type: none"> <li>• Twitter</li> <li>• Facebook</li> <li>• Instagram</li> <li>• YouTube</li> <li>• LinkedIn</li> </ul>	<p>Yes. This is a standard feature with Pagefreezer.</p>
<p>1. a. All content referenced above includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Photos/Images</li> <li>• Comments (ours and others')</li> <li>• Reactions (ours and others')</li> <li>• Responses (ours and others')</li> <li>• Direct Messages (ours and others')</li> <li>• Metadata</li> </ul>	<p>Yes. This is a standard feature with Pagefreezer.</p>
<p>1. a. All content referenced above includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Live broadcasts</li> <li>• Disappearing content (like Instagram stories)</li> </ul>	<p>Partial. Instagram stories are not captured as Pagefreezer has not implemented this API to date.</p> <p>Facebook stories and Live Broadcasts are not captured by any vendor industry wide - there is no API for this content type across all platforms.</p> <p>Once a Live Broadcast is recorded and posted to an account, Pagefreezer is able to capture the content.</p>
<p>1. b. Real or near-real time referenced above involves using the platform's application program interface (API) or other suitable Web Service to capture indexed, searchable content immediately or within an hour of posting.</p>	<p>Yes, Real time. This is a standard feature with Pagefreezer.</p>
<p>2. Risk Management:</p> <p>a. Contractor has the ability to send automated alerts to administrators of relevant accounts, notifying them of questions posted to accounts, as well as use of any flagged words, phrases,</p>	<p>Yes. This is a standard feature with Pagefreezer.</p>

<p>or sentiments identified by the administrators.</p> <p>b. Provide and implement risk mitigation measures, contingency plans and disaster recovery plans as high-priority risks are identified and monitored.</p>	
<p>3. Records: The Contractor's platform allows administrators on the archiving account to search, retrieve, and export any and all records the Contractor retains on behalf of the district.</p>	<p>Yes. This is a standard feature with Pagefreezer.</p>
<p>4. Edits: The Contractor's platform should automatically capture a record of any edits made by administrators to posts or interactions on archived accounts.</p>	<p>Yes. This is a standard feature with Pagefreezer.</p>
<p>5. Adaptation: The Contractor is expected to maintain and update the platform based on changes to social platforms, application program interfaces, and relevant needs expressed by the district and other clients.</p>	<p>Yes. This is a standard feature with Pagefreezer.</p>
<p>6. Design: The Contractor's platform should have a functional administrative interface that allows for easy access to and management of the district's archived records.</p>	<p>Yes. This is a standard feature with Pagefreezer.</p>
<p>7. Customer Service: The Contractor shall provide same-day customer service and troubleshooting during normal work days and hours (8 a.m. to 5 p.m. in the Contractor's home Time Zone).</p>	<p>Yes. 9 a.m. - 5 p. m. - This is a standard feature with Pagefreezer.</p>
<p>8. Administration: The Contractor's platform supports multiple accounts across each social media platform and 20 administrators to manage</p>	<p>Yes. This service is included with the Pagefreezer subscription.</p>

department accounts within the archiving service.	
<p>9. Public portal: Records are available to the public through a searchable database.</p> <p>a. The database should be able to be embedded via an iFrame.</p> <p>b. The Contractor's platform should differentiate between live content and content that is staged/unlisted (i.e. unlisted YouTube videos) for the purposes of archiving and public search.</p>	Yes. This is an available feature with Pagefreezer.
10. Training: Provide a formal Project Team Training Plan to document City Project Team training requirements.	Yes. This is a standard feature with Pagefreezer.
11. The System provides a mechanism for users to self-initiate a password reset.	Yes. This is a standard feature with Pagefreezer.
12. The System provides a mechanism for administering role-based permissions and row level user access controls.	Yes. This is a standard feature with Pagefreezer.
13. The System provides a mechanism allowing authorized users to administer user accounts and limit accessibility level of user roles accounts their purview.	Yes. This is a standard feature with Pagefreezer.
14. The System provides a mechanism for sending email notifications, without user intervention, based on preset criteria.	Yes. This is a standard feature with Pagefreezer.
15. The System provides application features/accessibility solely via a cloud-based environment.	Yes. This is a standard feature with Pagefreezer.
16. The System is browser agnostic, guaranteeing performance across various web browser platforms including: Edge Browser, Firefox, Chrome and Safari.	Yes. This is a standard feature with Pagefreezer.

17. The System is platform agnostic, guaranteeing performance across various device platforms including: Windows, iOS and Android.	Yes. This is a standard feature with Pagefreezer.
18. The application provides Web-enabled components to meet the Rehabilitation Act of 1973 Section 503, W3C and industry standards for graphics and design; speed; reliability; and security for dynamic content and user interaction.	Yes. This is a standard feature with Pagefreezer.
19. The application provides the capability to generate reports and define views easily without the assistance of the IT department	Yes. This is a standard feature with Pagefreezer.
21. The solution provides a complete copy of hosted data using comma separated view (CSV) format or other agreed to and usable formats in the event of contract termination within 30 days of the request.	Yes. This is a standard feature with Pagefreezer.
22. The solution supports future releases of the application without rendering the archived data unusable or provides an upgrade script to convert archived data to supported format.	Yes. This is a standard feature with Pagefreezer.
23. The solution provides online access to the current year plus unlimited previous years of all types of data retained in the system, and provides archive capabilities thereafter for inactive historical records. The solution provides a method to retrieve archived records back into active state.	Yes. This is a standard feature with Pagefreezer.
24. The application provides standardized data extraction functions or Application Program Interface (API) to allow import and export of data to/from other systems.	Yes. Export capabilities are standard features with Pagefreezer.

<p>25. The system meets Web Accessibility standards including, but not limited to, ability to support ADA and compliant with Section 508 of the Federal Rehabilitation Act (see <a href="http://www.access-board.gov/sec508/summary.htm">http://www.access-board.gov/sec508/summary.htm</a>). Web based applications must be ADA compliant following the specifications of 508c of the Americans With Disabilities Act. If compliance is not possible, reasonable alternatives may be considered.</p>	<p>Partial. The current interface does not meet the entire standard. Pagefreezer's new user interface launching in the spring 2023 will address all Web Accessibility standards.</p>
<p>26. The system prevents the unauthorized alteration of records before the expiration of their retention period. The system provides logs or audit trails that document edits and views of records.</p>	<p>Yes. This is a standard feature with Pagefreezer.</p>
<p>27. Until expiration of the retention period, hardware and software must be available to access records and sufficient metadata must be present to facilitate timely retrieval of records.</p>	<p>Yes. This is a standard feature with Pagefreezer.</p>

## INFORMATION REGARDING: FAILURE TO COMPLETE WORK, DEFAULT AND LITIGATION.

a. Have you ever failed to complete any work awarded to you? If so, where and why?

No.

b. Have you ever defaulted on a contract? If so, where and why?

No.

c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.

No.

d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.

No.

e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

No.

f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

No.

g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

No.



## EXPERIENCE AND CAPABILITIES

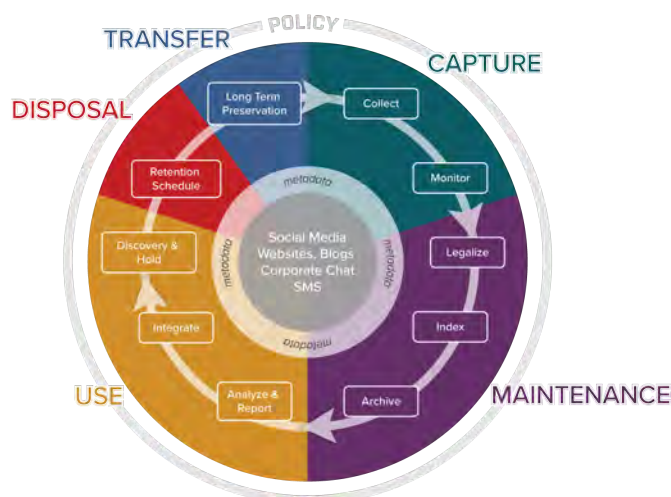
### ○ OVERVIEW

With so much data being generated across websites, social media channels, collaboration platforms, and mobile messages, keeping accurate and complete archives of it all can be difficult. Pagefreezer is offering the City the most effective and best value for money social media archiving solution, helping with compliance with every stage of the information governance lifecycle: creation, retention, management, and disposal. Pagefreezer provides a single comprehensive solution that archives information in real-time and will provide the City an efficient and effective way to search and process collected records.

Pagefreezer also intends to provide the City with complete budget certainty moving forward with no hidden surprises, with the best solution on the market at an affordable and fixed cost moving forward.



Electronic Records Management Federal Integrated Business Framework (ERM-FIBF)  
Use Cases for Electronic Messages



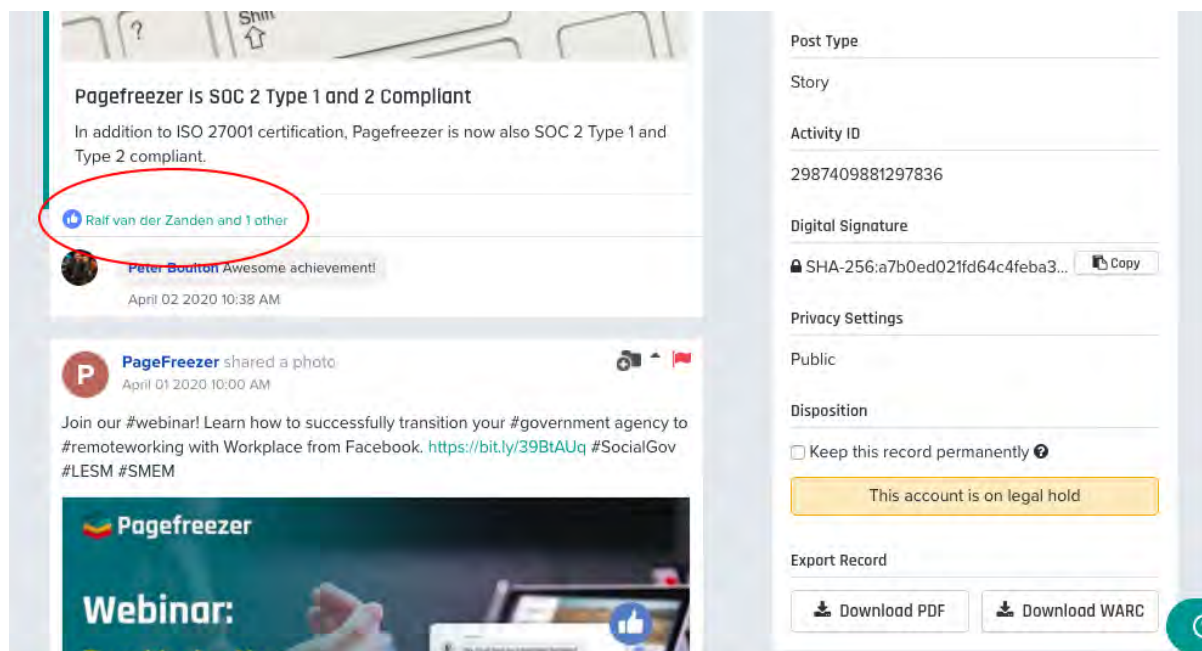
Unlike many other social media archiving tools, the Pagefreezer solution has the full and complete ability to capture and archive all likes and reactions from different social media platforms. Facebook is a prime example.

This is crucial in the scenario that the City receives a public record request specifically targeting social media records involving likes and reactions of a particular communication.

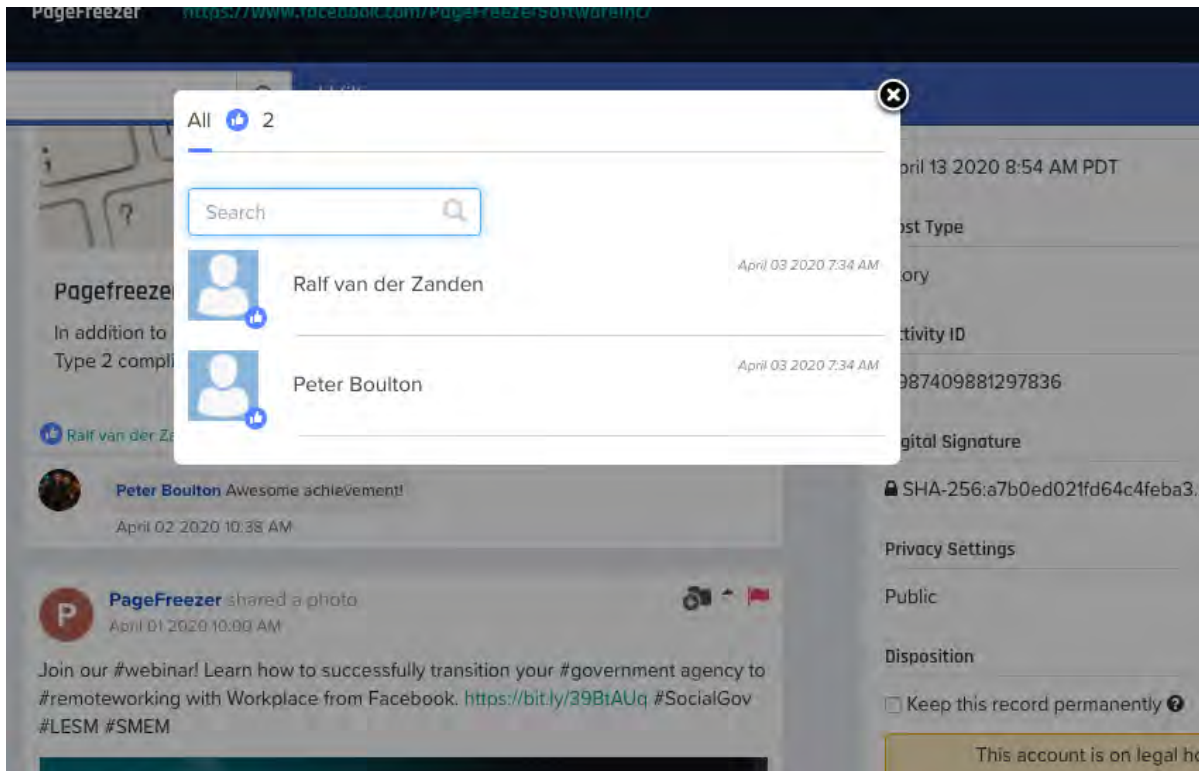
Pagefreezer captures likes and reactions in real-time and will subsequently display and reproduce them within the Pagefreezer dashboard in the same manner as they appear on the social media platforms. City staff will therefore be well equipped to effectively analyse these records in context and also respond to all record requests in a timely and efficient manner.

Furthermore, likes and reactions are available as part of Pagefreezer's exports from the dashboard. Again, this is vital for responding to records requests.

Figures 2 and 3 below provide screenshot examples.



**Figure 2: Screenshot from the Pagefreezer dashboard showing the capture of like and reactions and replayed in their original and native format.**



**Figure 3: Screenshot example from the Pagefreezer dashboard showing the specific user profiles to have likes/reacted to a post. Displayed in the same manner as the social media platform.**

Pagefreezer’s social media archiving service uses advanced and industry leading API technology to capture and provide a comprehensive and dynamic archival of all social media content. This includes all communications received such as comments and direct/private messages on Facebook and Tweets and Retweets on Twitter.

Pagefreezer’s archiving solution will provide the City with a completely automated and real-time process that will significantly save time, requires no software installation, and above all, will ensure that the City is in compliance and coherence with all applicable public records legislation and best practices.

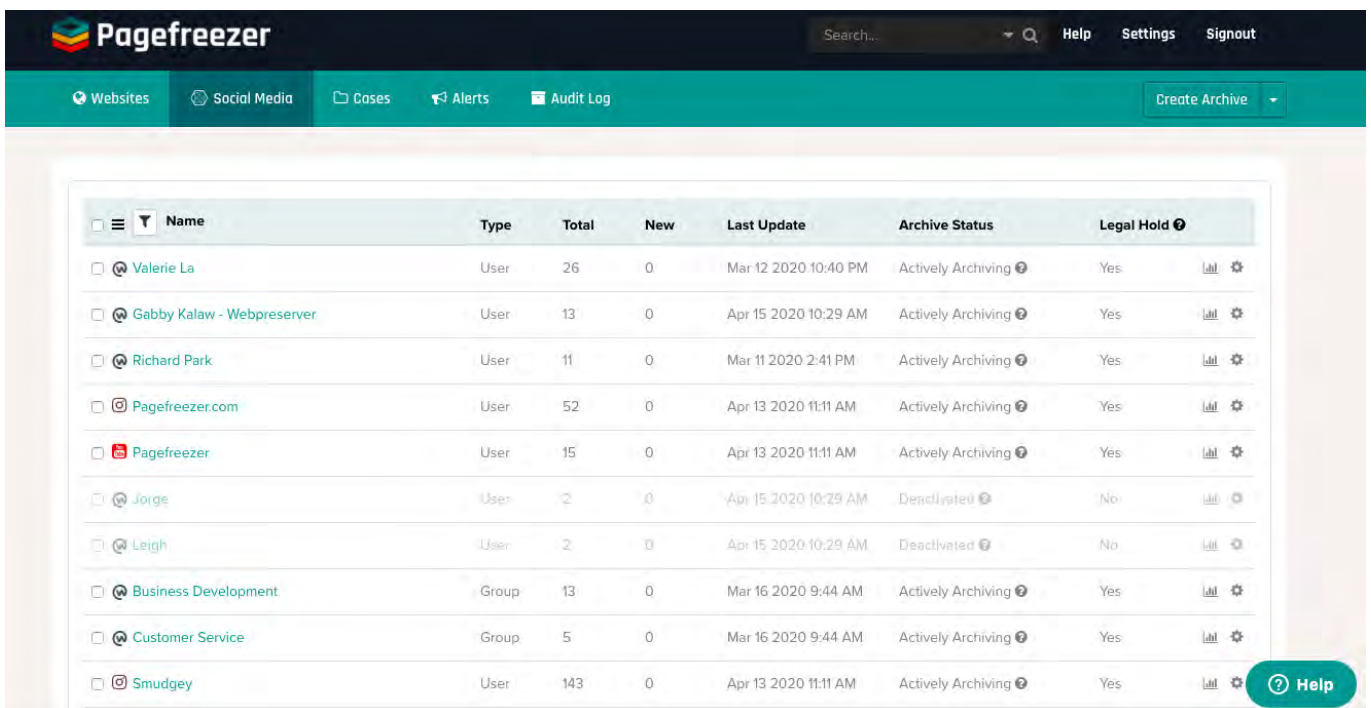
With real-time and dynamic archiving, social media content changes (such as edits and deletions) are always captured by Pagefreezer, ensuring that the City’s social media archives are completely and consistently accurate and up to date.

Unlike many other social media archiving tools, Pagefreezer’s archiving solution provides a like-to-like reproduction of social media content within its archives, and the Pagefreezer user-interface replays social media content in the same manner as it appears on the social network.

All videos can be replayed, photos can be displayed in full resolution, and conversation threads can be dynamically expanded in their native/original format.

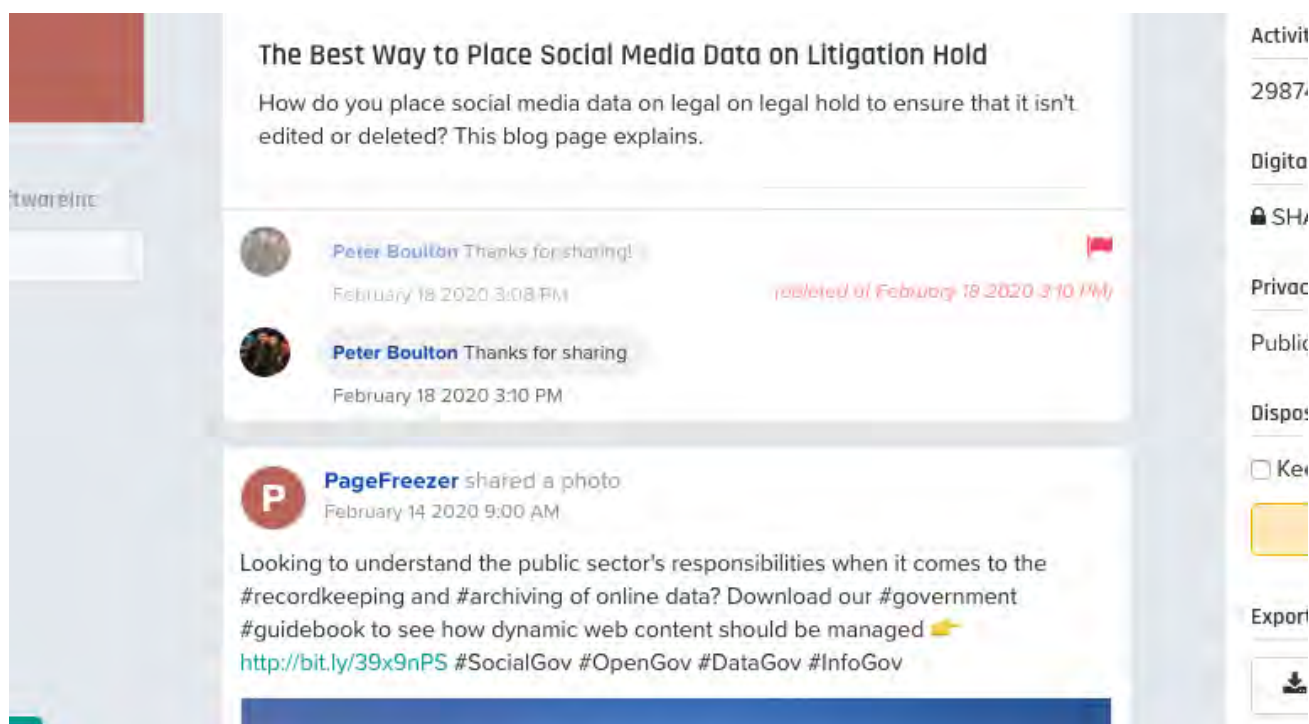
This level of reproduction will significantly enhance the City's ability to produce all relevant records in a timely manner and will also enable the City's staff to effectively view, analyse and monitor all of its social media communications in their native and original format and context.

Figures 4, 6, 7 and 8 give examples of Pagefreezer's comprehensive archive.



Name	Type	Total	New	Last Update	Archive Status	Legal Hold
Valerie La	User	26	0	Mar 12 2020 10:40 PM	Actively Archiving	Yes
Gabby Kalaw - Webpreserver	User	13	0	Apr 15 2020 10:29 AM	Actively Archiving	Yes
Richard Park	User	11	0	Mar 11 2020 2:41 PM	Actively Archiving	Yes
Pagefreezer.com	User	52	0	Apr 13 2020 11:11 AM	Actively Archiving	Yes
Pagefreezer	User	15	0	Apr 13 2020 11:11 AM	Actively Archiving	Yes
Jorge	User	2	0	Apr 15 2020 10:29 AM	Deactivated	No
Leigh	User	2	0	Apr 15 2020 10:29 AM	Deactivated	No
Business Development	Group	13	0	Mar 16 2020 9:44 AM	Actively Archiving	Yes
Customer Service	Group	5	0	Mar 16 2020 9:44 AM	Actively Archiving	Yes
Smudgey	User	143	0	Apr 13 2020 11:11 AM	Actively Archiving	Yes

**Figure 4: Pagefreezer dashboard showing the archives of multiple social media accounts.**

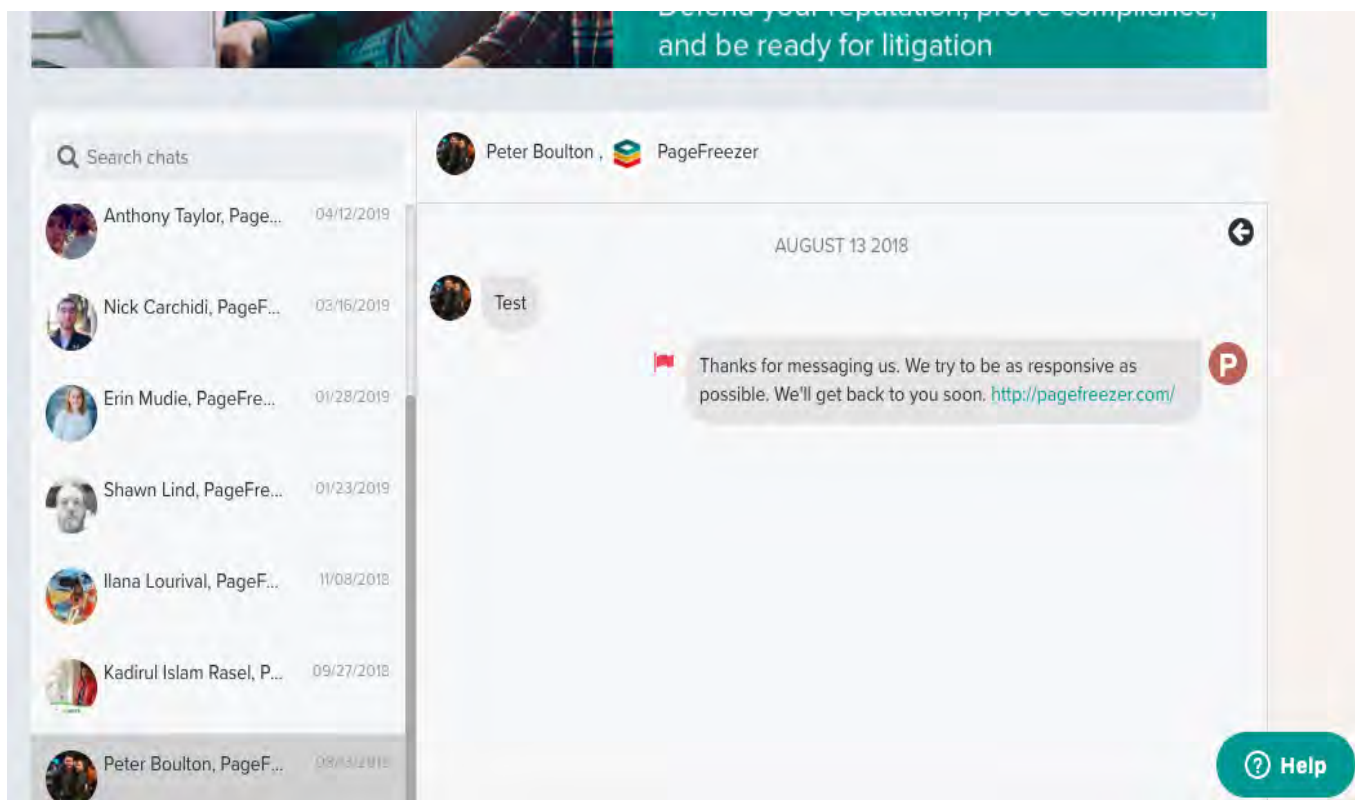


**Figure 6: Pagefreezer Facebook archive showing deleted comments captured, archived and reproduced in the same manner/context as they appear on the social network.**



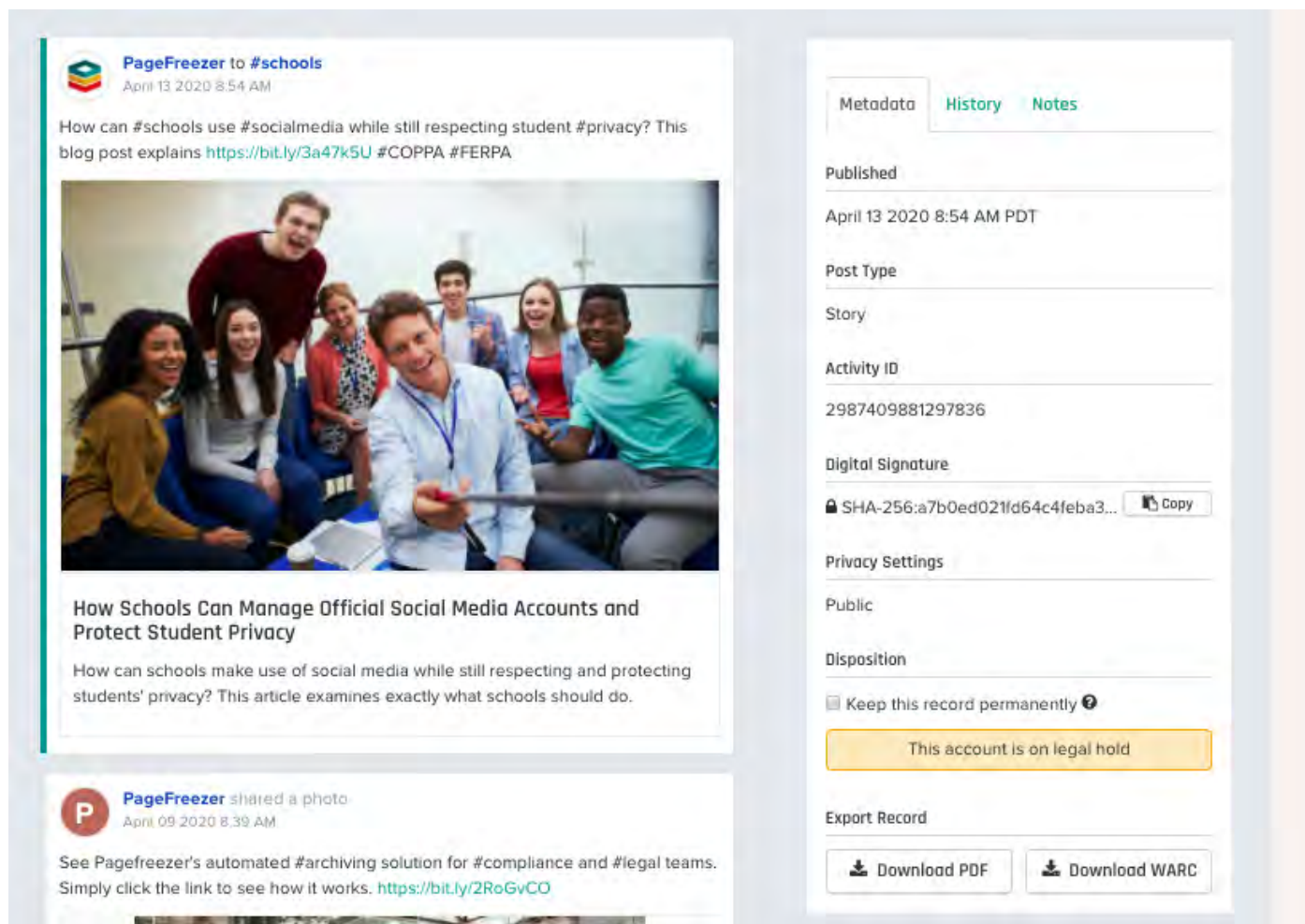
**Figure 7: Pagefreezer Facebook archive showing edited comments and versions reproduced in the same manner/context as they appear on the social network.**





**Figure 8: Pagefreezer archive showing Facebook Messenger communications (private/direct messages) reproduced in the same manner/context as they appear on the social network.**

Pagefreezer's social media archiving solution provides a complete and authentic capture of social media records directly from the social media platform's API. All captured records are accompanied with all associated metadata, also obtained via Pagefreezer's advanced API connections. The relevant metadata is then automatically associated with each social media record and displayed and made available within the Pagefreezer as shown in Figure 9.



The screenshot displays the Pagefreezer dashboard interface. On the left, a social media post is shown with a group photo of students. The post text reads: "How can #schools use #socialmedia while still respecting student #privacy? This blog post explains <https://bit.ly/3a47k5U> #COPPA #FERPA". Below the photo, the title "How Schools Can Manage Official Social Media Accounts and Protect Student Privacy" is visible, followed by a summary: "How can schools make use of social media while still respecting and protecting students' privacy? This article examines exactly what schools should do." Below this, another post is partially visible, mentioning "Pagefreezer shared a photo" and a link to a blog post about archiving solutions for compliance and legal teams.

On the right side of the dashboard, the "Metadata" tab is selected, displaying the following information:

- Published:** April 13 2020 8:54 AM PDT
- Post Type:** Story
- Activity ID:** 2987409881297836
- Digital Signature:** SHA-256:a7b0ed021d64c4feba3... (with a "Copy" button)
- Privacy Settings:** Public
- Disposition:** ☐ Keep this record permanently ?
- Export Record:**
  - Download PDF
  - Download WARC

A yellow banner at the bottom of the metadata section states: "This account is on legal hold".

**Figure 9: Screenshot showing the authentic capture and display of metadata directly and automatically from the social media's API.**

Pagefreezer has an advanced and industry leading user dashboard, containing various comprehensive search functions.

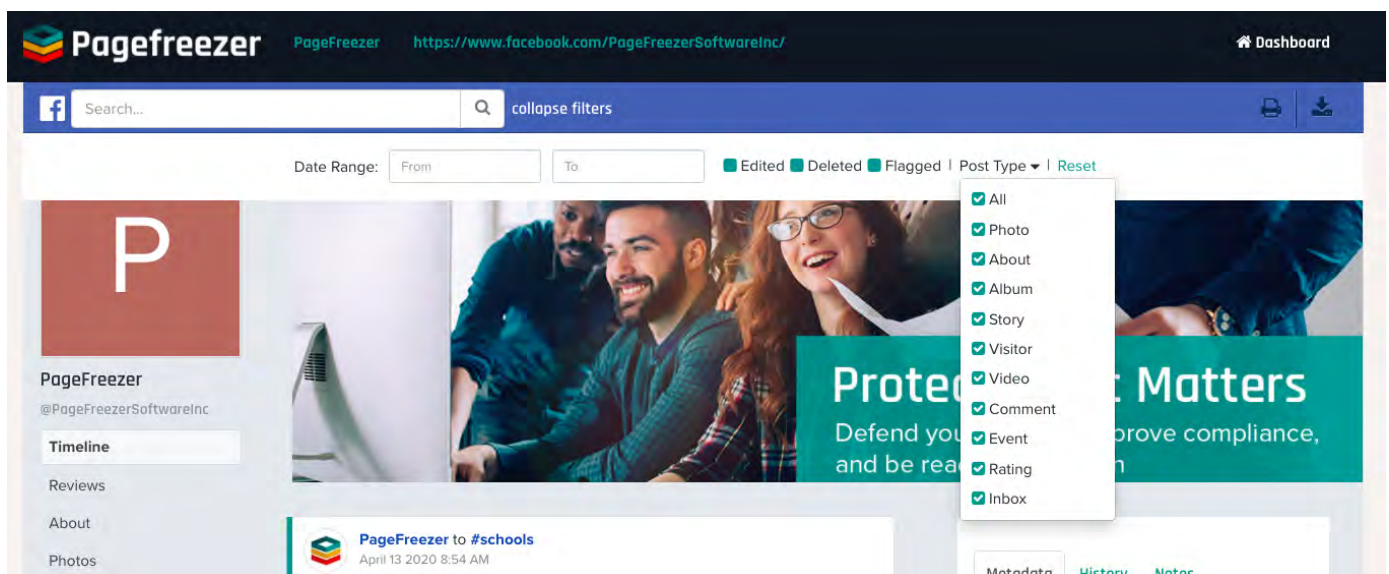
Pagefreezer's archiving solution will allow the City to leverage powerful search functions to locate specific content across all of the City's archived social media accounts and platforms. This will be crucial in ensuring that the City can respond to records in a timely and efficient manner.

The fact that Pagefreezer comes with an integrated powerful full-text search engine which will allow the City to quickly find archived content. This greatly expedites public records processes. Via the Pagefreezer dashboard, the City will have the ability to specify searches by:

- Keywords
- Phrases
- Boolean operators
- Social media networks
- Social media accounts
- Date range
- Fuzzy Search
- Wildcards in keywords
- Edited, deleted and flagged content
- Post type (e.g. videos, photos, direct messages)

The Pagefreezer dashboard also facilitates searches across all or select/multiple social media accounts. This is a further mandatory requirement of the City and detailed.

The Pagefreezer solution's robust search functionality, coupled with the City's archives being reproduced in the same manner as on the social media platforms, will ensure that staff are fully equipped to produce all records/results in an expedited, efficient and accurate manner



**Figure 10: Screenshot example showing some of the various search filters.**



Pagefreezer is able to provide options for exporting content into a static format such as via PDF. Such exports are available directly from within the Pagefreezer dashboard and will provide a legally authentic and timestamped document/export containing all associated metadata and a digital signature applied.

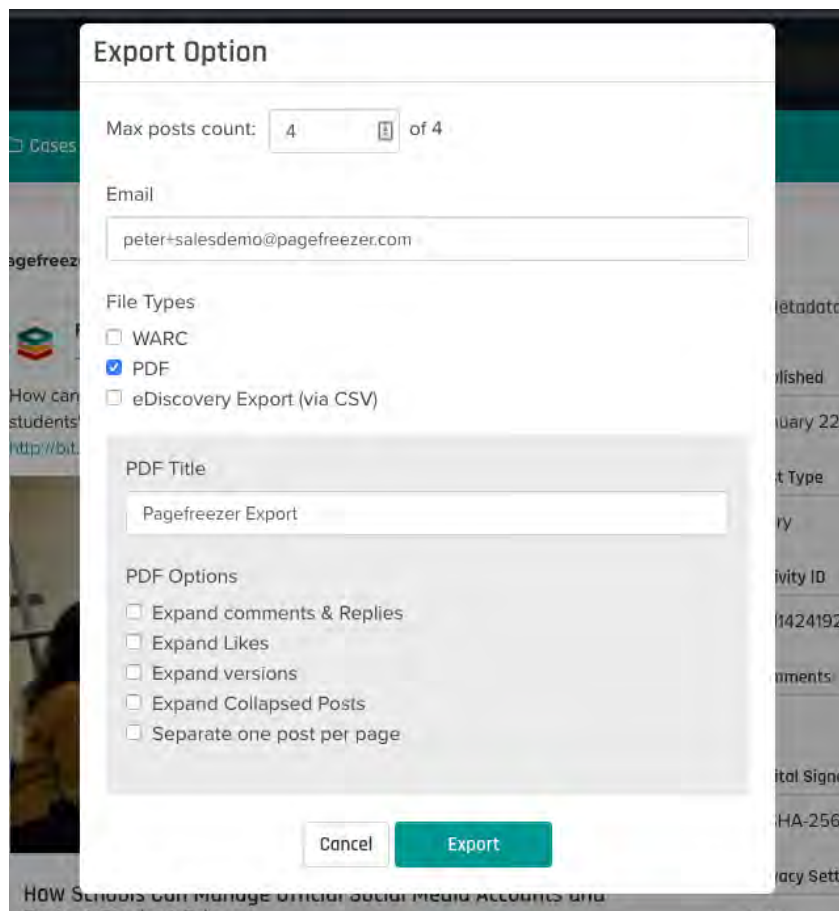
All content on Pagefreezer's PDF exports are displayed and reproduced in the same manner as they appear on the social media platforms.

The City's users will have numerous options when it comes to deciding what specific content they wish to display on such exports.

Pagefreezer will provide the City with the ability to:

- Expand and display all comments and Replies
- Expand and display all specific likes and reactions
- Expand versions (edited and deleted content)
- Separate one post per page

Figures 12 and 13 below provide screenshot examples.



**Figure 12: Screenshot showing the various export display options.**

PageFreezer to #socialmedia  
22 January 2020, 11:08AM

How can schools make use of social media while still respecting and protecting students' privacy? This article examines exactly what schools should do.  
<http://bit.ly/3awTgIo> #socialmedia #K12 #FERPA #COPPA



### How Schools Can Manage Official Social Media Accounts and Protect Student Privacy

How can schools make use of social media while still respecting and protecting students' privacy? This article examines exactly what schools should do.

BLOG.PAGEFREEZER.COM

Peter Boulton Thanks for sharing  
22 January 2020, 11:18AM

Peter Boulton Thanks for sharing  
22 January 2020, 11:18AM

Peter Boulton Thanks for sharing  
22 January 2020, 11:18AM

PageFreezer to #socialmedia  
10 January 2020, 11:07AM

What #socialmedia platforms should government agencies be making use of? These 5 platforms are perfect for government. <http://bit.ly/2shO10c> #socialgov #opengov

Activity ID: 2811424192229740  
Post Type: Story  
Created Date: 22 January 2020, 11:08AM  
Modified Date: 22 January 2020, 11:08AM  
SHA256: 0c54b0381493c581a3107c18b8254b11c9e479d81c02a86fb09329238c2c0e

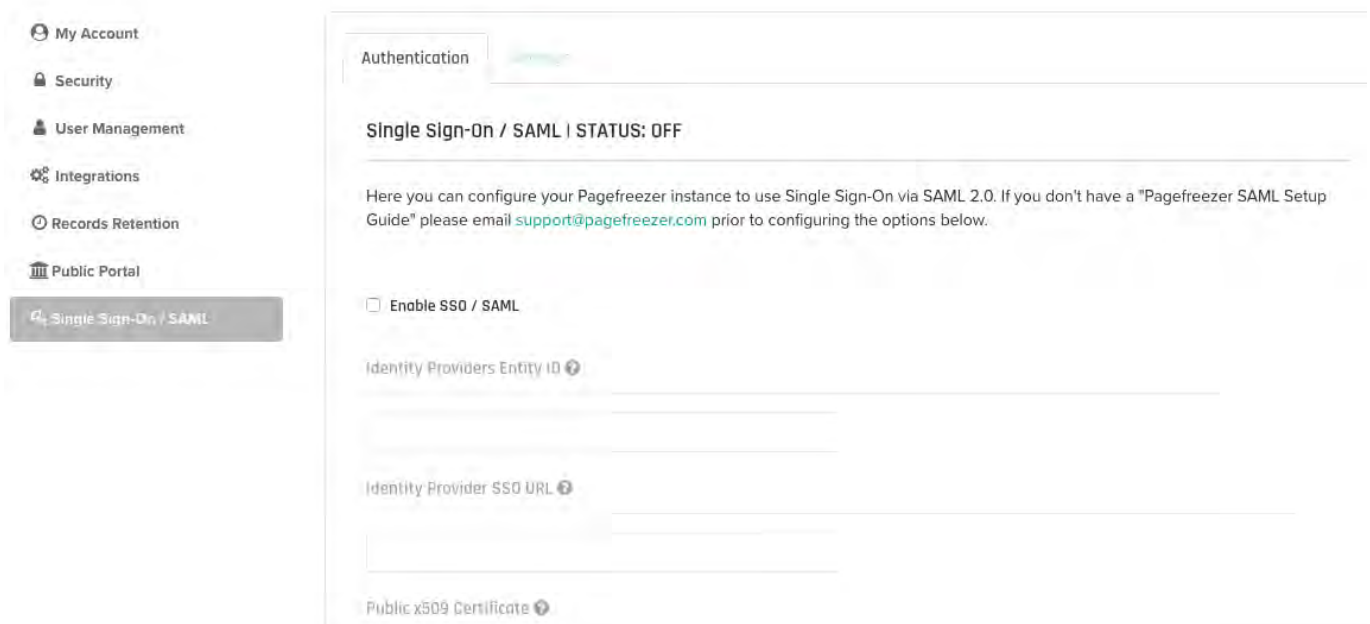
Activity ID: 2811424192229740\_2811440378894788  
Post Type: Comment  
Created Date: 22 January 2020, 11:18AM  
SHA256: 272c0833d46df9137dd48ea71065c8206a41258ac2c25cb48492751a5d67ce61  
Activity ID: 2811424192229740\_2811440378894788  
Post Type: Comment  
Created Date: 22 January 2020, 11:18AM  
Activity ID: 2811424192229740\_2811440378894788  
Post Type: Comment  
Created Date: 22 January 2020, 11:18AM

Activity ID: 2787096427995850  
Post Type: Story  
Created Date: 10 January 2020, 11:07AM  
Modified Date: 10 January 2020, 11:08AM  
SHA256: c52ceff5462e865cd23d2386d0ca74a2bd83ad43b6aa069418af45e6a6a38d55

Figure 13: Screenshot from a timestamped Pagefreezer PDF export showing all associated metadata (right).

Pagefreezer fully supports a single sign option via SSO SAML 2.0 and can be configured/activated directly from within the Pagefreezer dashboard. Single sign options are best practices amongst government agencies and Pagefreezer will fully support the City's IT policies in this regard and enhance such capabilities, ensuring high-levels of security and efficiency with the City's sign-on processes. The City's single sign-on processes will be configured as part of the onboarding process with Pagefreezer.

Figure 14 provides a screenshot from the Pagefreezer dashboard where SSO can be configured.

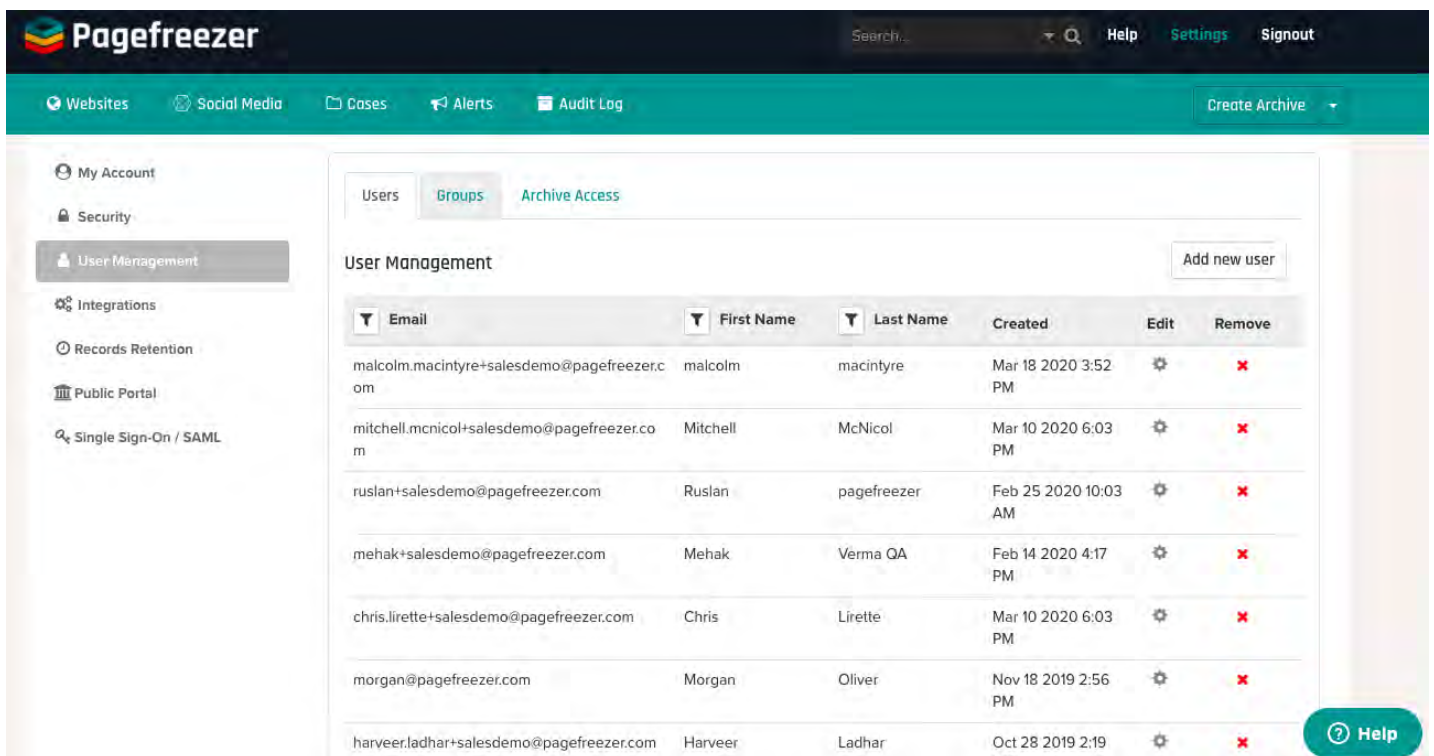


The screenshot shows the Pagefreezer dashboard with a sidebar on the left containing the following menu items: My Account, Security, User Management, Integrations, Records Retention, Public Portal, and Single Sign-On / SAML. The 'Single Sign-On / SAML' option is highlighted. The main content area is titled 'Authentication' and displays 'Single Sign-On / SAML | STATUS: OFF'. Below this, a text block states: 'Here you can configure your Pagefreezer instance to use Single Sign-On via SAML 2.0. If you don't have a "Pagefreezer SAML Setup Guide" please email [support@pagefreezer.com](mailto:support@pagefreezer.com) prior to configuring the options below.' There are three configuration sections: 1. 'Enable SSO / SAML' with an unchecked checkbox. 2. 'Identity Providers Entity ID' with a text input field. 3. 'Identity Provider SSO URL' with a text input field. At the bottom, there is a section for 'Public x509 Certificate' with a question mark icon.

**Figure 14: Screenshot from the settings page of the Pagefreezer dashboard where SSO can be configured/activated.**

Pagefreezer’s solution has high levels of system security and management, based on user rights and role-based access control. Pagefreezer also allows for an unlimited number of users. Administrators of the Pagefreezer dashboard/system are able to configure each user’s access into different groups with different levels of archive access/permissions depending on their respective roles within the City.

This can be configured and modified via the settings section of the Pagefreezer dashboard in the “User Management” tab as shown in Figure 15 below.



Email	First Name	Last Name	Created	Edit	Remove
malcolm.macintyre+salesdemo@pagefreezer.com	malcolm	macintyre	Mar 18 2020 3:52 PM		
mitchell.mcnicol+salesdemo@pagefreezer.com	Mitchell	McNicol	Mar 10 2020 6:03 PM		
ruslan+salesdemo@pagefreezer.com	Ruslan	pagefreezer	Feb 25 2020 10:03 AM		
mehak+salesdemo@pagefreezer.com	Mehak	Verma QA	Feb 14 2020 4:17 PM		
chris.lirette+salesdemo@pagefreezer.com	Chris	Lirette	Mar 10 2020 6:03 PM		
morgan@pagefreezer.com	Morgan	Oliver	Nov 18 2019 2:56 PM		
harveer.ladhar+salesdemo@pagefreezer.com	Harveer	Ladhar	Oct 28 2019 2:19 PM		

**Figure 15: Screenshot of the "User Management" tab within the Pagefreezer dashboard.**

The process of adding new social media sites is incredibly quick and easy and can be done so via the dashboard at any time. All of the City's social media accounts will be added and retroactively archived as part of the onboarding process with Pagefreezer.

As well as being a key aspect of Pagefreezer's onboarding process for the City, Pagefreezer will also provide the City with comprehensive instructions and one-to-one personalized training covering the methodology of adding new social media sites to the City's account.

Detailed instructions will also be readily available in Pagefreezer's comprehensive social media customer user guide.

The City will also be assigned a dedicated account manager and will have full access to Pagefreezer's customer success team. If assistance is required when it comes to adding accounts moving forward; it will be provided.

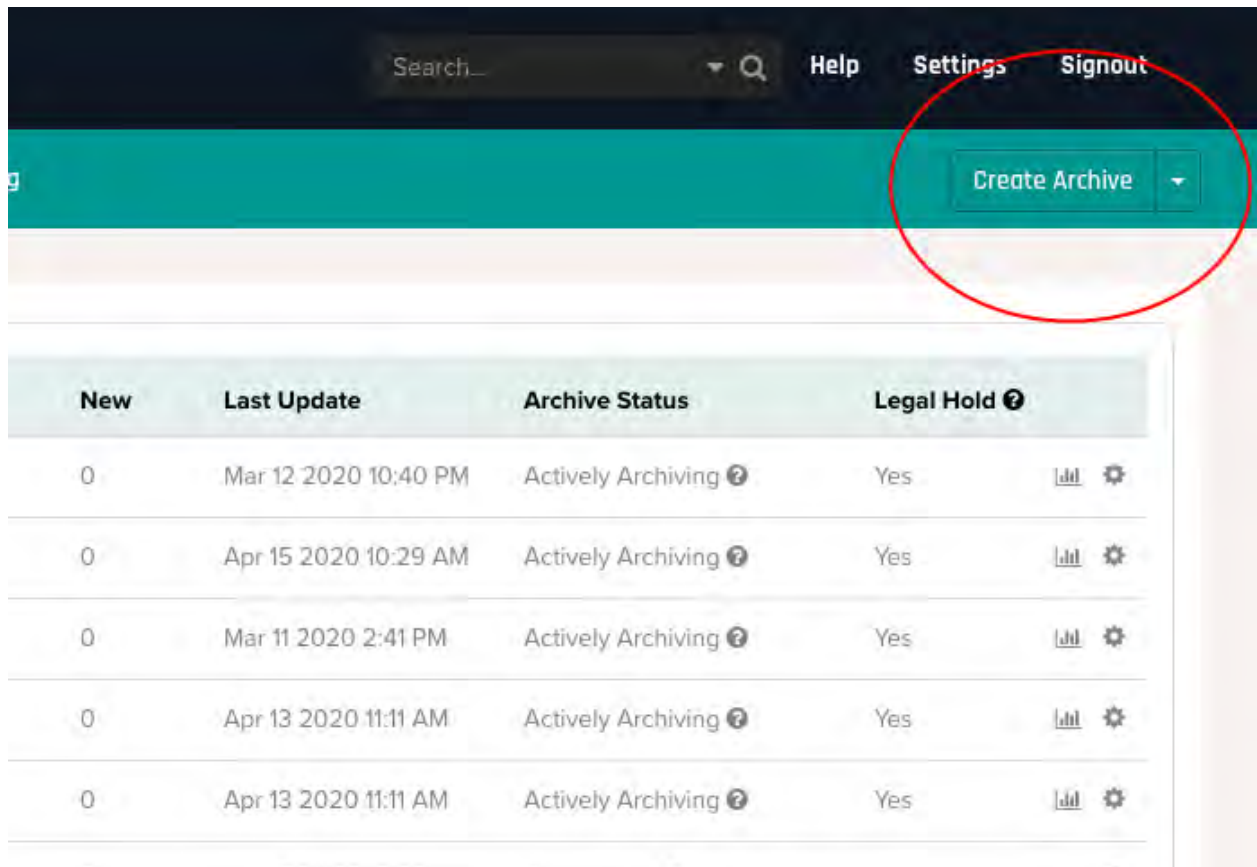


Figure 16: Screenshot showing how social media sites can be added via the Pagefreezer dashboard.

The Pagefreezer solution provides full management capabilities across multiple users and departments via the User Management tool and allows for an unlimited number of users as part of its pricing for the City.

The City will be able to organize its multiple users into groups and archive permissions/access can be configured according to each user's respective role within the agency.

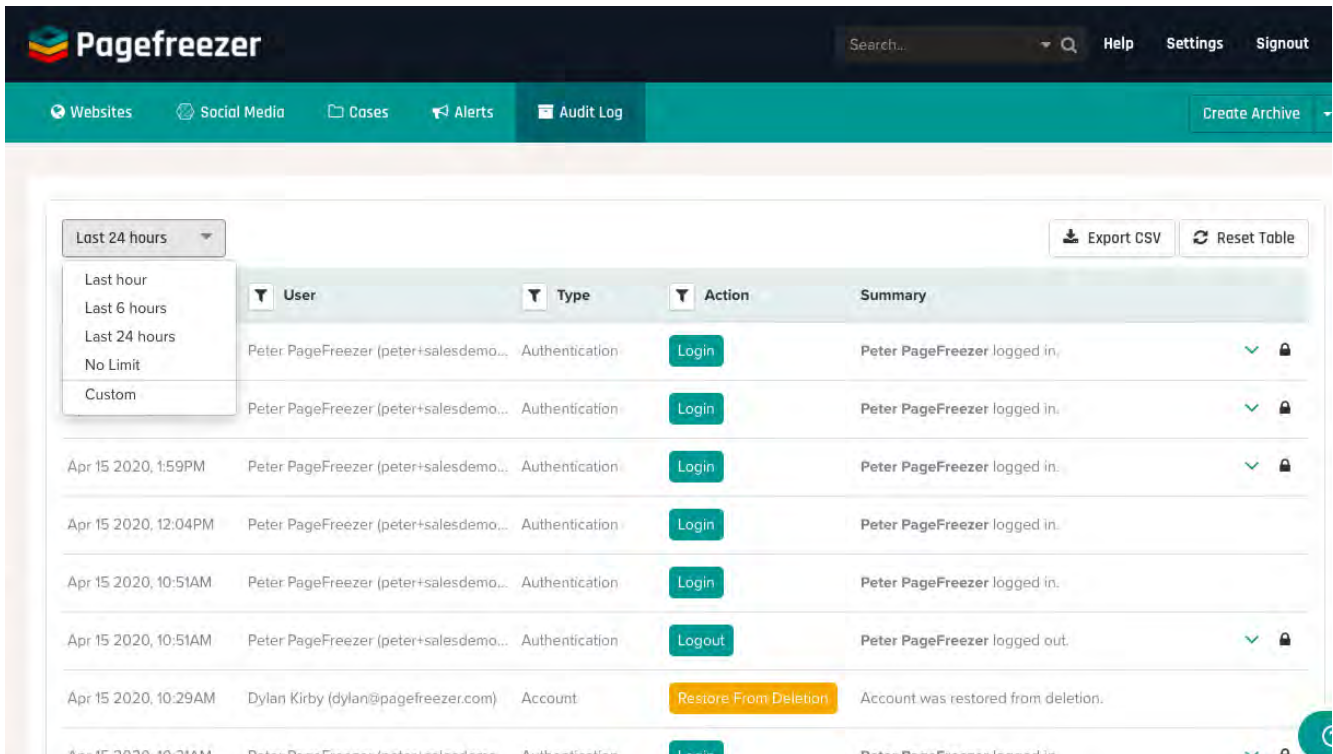
This will enable each user to access their own relevant sets of records in the event of a record request or legal discovery in read or view only mode, without the assistance of City IT or a system administrator.

Furthermore, the Pagefreezer solution will also provide the City administrative/management team with access to a full system audit log which is available directly from within the Pagefreezer dashboard.



This will provide the City's management with full overview, insight and the ability to monitor each user's activities on the City's Pagefreezer account.

Figure 17 shows a screenshot of the Pagefreezer audit log.



	User	Type	Action	Summary
	Peter PageFreezer (peter+salesdemo...)	Authentication	Login	Peter PageFreezer logged in.
	Peter PageFreezer (peter+salesdemo...)	Authentication	Login	Peter PageFreezer logged in.
Apr 15 2020, 1:59PM	Peter PageFreezer (peter+salesdemo...)	Authentication	Login	Peter PageFreezer logged in.
Apr 15 2020, 12:04PM	Peter PageFreezer (peter+salesdemo...)	Authentication	Login	Peter PageFreezer logged in.
Apr 15 2020, 10:51AM	Peter PageFreezer (peter+salesdemo...)	Authentication	Login	Peter PageFreezer logged in.
Apr 15 2020, 10:51AM	Peter PageFreezer (peter+salesdemo...)	Authentication	Logout	Peter PageFreezer logged out.
Apr 15 2020, 10:29AM	Dylan Kirby (dylan@pagefreezer.com)	Account	Restore From Deletion	Account was restored from deletion.
Apr 15 2020, 10:21AM	Peter PageFreezer (peter+salesdemo...)	Authentication	Login	Peter PageFreezer logged in.

**Figure 17: Pagefreezer Dashboard audit log**

In addition to Pagefreezer's authentic capture of records with full metadata, Pagefreezer's social media capture software also provides trusted, non-refutable evidence, applying digital signatures to each independent record within archives.

**Pagefreezer meets the standards for all public records and digital evidence and facilitates the legal hold process by:**


- **Stamping each archived social media record with an RFC 3136 compliant Time Stamp Authority** securely synchronized with the certified atomic clocks of a Stratum-1 Time Server. This is a non-refutable time that cannot be altered without detection and provides evidence of the time of capture.




- **Stamping each archived page with a 256-bit strong digital signature**, ensuring data integrity and authenticity. This proves the social media records have not been altered over time. (Figure 18)
- **Recording the Chain of Custody for each archived record** by keeping logs of every transaction on our servers, from the first request received from each social media platform, until the moment it is securely stored on our fault-tolerant data cloud.
- **Providing prompt export of the archived files**, in PDF or native format (HTML, CSS, WARC, etc.), including the digital timestamps/signatures in legal hold cases.

Pagefreezer is built on a Public Key Infrastructure which complies with requirements outlined in the “Electronic Signatures in Global National Commerce Act” and the “Uniform Electronic Transactions Act.” Thus, the City can rest assured that its social media archives will stand up as admissible evidence in court.

Furthermore, all of the City’s social media data and records stored by Pagefreezer will always belong to the City. When dealing with a legal case or records request that requires a physical copy of the City’s files, or when the City needs a local copy for any other reason, the City will be able to obtain a data export of all its archived files with complete and accurate files and file structures as they existed on a specific date.


**PageFreezer to #schools**  
 April 13 2020 8:54 AM

How can #schools use #socialmedia while still respecting student #privacy? This blog post explains <https://bit.ly/3a47k5U> #COPPA #FERPA



### How Schools Can Manage Official Social Media Accounts and Protect Student Privacy

How can schools make use of social media while still respecting and protecting students' privacy? This article examines exactly what schools should do.

Metadata
 History
 Notes

**Published**

April 13 2020 8:54 AM PDT


**Post Type**

Story

**Activity ID**

2987409881297836

**Digital Signature**


 SHA-256:a7b0ed021fd64c4feba3...
 Copy

**Privacy Settings**

Public

**Disposition**

☐ Keep this record permanently ?

This account is on legal hold

**Figure 18: Screenshot from the Pagefreezer dashboard highlighting the display of a SHA 256-bit strong digital signature being applied to a record/post along with the relevant metadata.**

## ○ ACCOLADES & EXPERIENCE

Pagefreezer is a proven and leading vendor for social media archiving, serving over 2,300 customers across the United States.

Pagefreezer is able to archive all the social media types required by the City namely: Facebook, Twitter, Instagram, YouTube, and LinkedIn.

Pagefreezer has a proud record of positive customer reviews, providing a dedicated development & support team for government, delivering the best in-class capabilities when it comes to electronic records management and social media archiving.

Both Pagefreezer's internal processes and data centres (based out of Seattle, WA) are ISO 27001 certified and SOC 1 and 2 certified, meaning all of its controls & processes for data security have been externally audited and all employees fully trained.

Since its inception in 2010, Pagefreezer has consistently been first-to-market with industry leading innovations in social media archiving for government public records compliance and industry leading best practices. Some notable examples include:

- 2012: Pagefreezer was the first vendor to apply SHA-256 digital signatures to legalize social media records.
- 2012: Pagefreezer was the first vendor to develop and implement a Public Portal access within its dashboard, designed to provide greatly enhanced transparency to the archived website & social media content for government agencies.
- 2016: Pagefreezer was the first vendor to provide real-time archiving of social media. This was a crucial industry development, ensuring all communications such as edits and deletions are captured.
- 2017: Pagefreezer was the first vendor to offer Nextdoor & Nixle archiving.

- 2017: Pagefreezer began archiving Enterprise Collaboration platforms like Workplace by Facebook, Yammer, and Salesforce Chatter.
- 2017: Pagefreezer was the first vendor to offer support for an automated Open Records Request process via its technology partnership and software integration with GovQA.
- 2018: Pagefreezer was the first vendor to make archives available in an open data format - WARC (ISO 28500:2017, which has been adopted by the National Archives and Records Administration (NARA) as the open data standard for social media and website records).
- 2019: Pagefreezer began to offer Text/SMS archiving, as well as adding MS Teams and Slack to its Enterprise Collaboration archiving portfolio.
- 2022: Pagefreezer began to offer TikTok archiving services.

Furthermore, Pagefreezer has a rapid productivity onboarding methodology including one-to-one personalized training with unlimited customer support moving forward. Weekly customer training is also provided. This ensures that the City will maximise the full capabilities of the software and is informed about developments in the rapidly changing archiving requirements and best practices when it comes to electronic public records and social media records management.

Pagefreezer is also widely regarded as providing the most intuitive user interface in the market, and its system is built upon an architecture that is scalable in real-time.

Pagefreezer is also the only vendor to reproduce social media archives in the same manner as they appear on social media platforms. This advanced level of reproduction will significantly enhance the City's ability to produce all relevant records in a timely and accurate manner, as well as allowing for social media conversations to be viewed in context.

Finally, Pagefreezer is also known for being an affordable solution and reasonably priced. With zero venture capital funding, Pagefreezer has been able to fully align with government transparency and open data policies, whilst providing its customers with a fixed and predictable pricing plan allowing for unlimited monthly record with no hidden fees or surprise price increases. This creates budget



certainty and ensures the most economical and effective use of the City's tax-payer dollars.

Pagefreezer is widely known for having the most intuitive and user-friendly interface/dashboard in the industry. Pagefreezer's API connections capture all content from social media networks, and this is repayable within the Pagefreezer Dashboard. All videos can be replayed, all photos are displayed in full resolution and all conversation threads can be dynamically expanded and viewed in context.

Figures 19, 20 and 21 below provide screen shot examples:

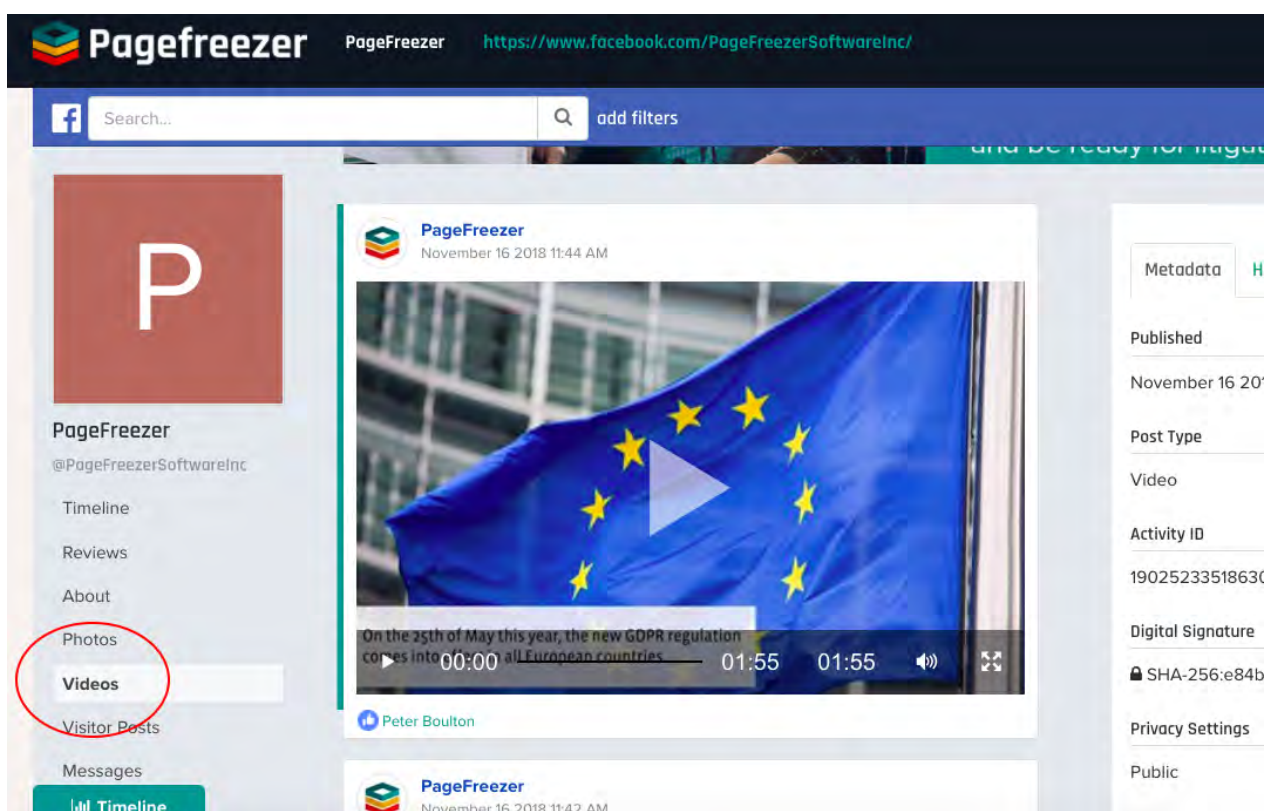
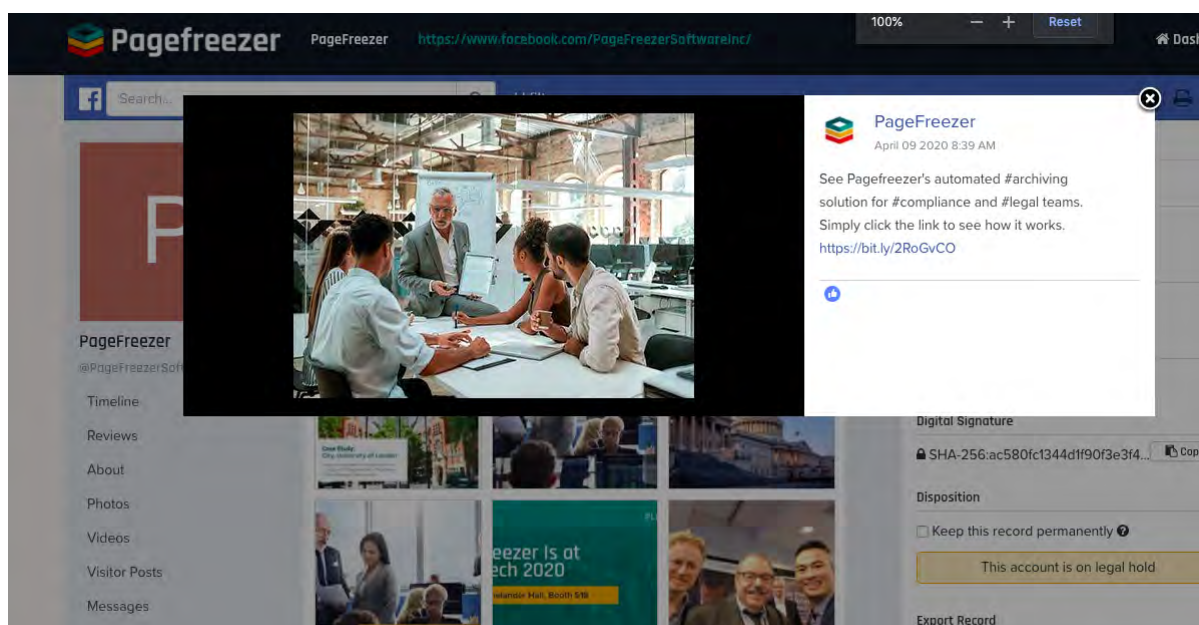
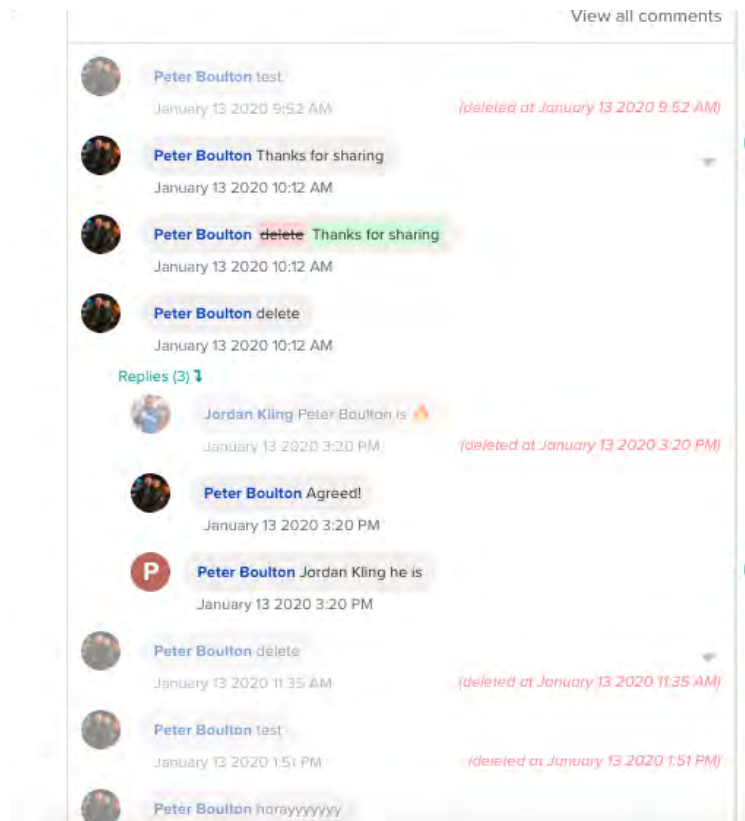


Figure 19: Screenshot showing a repayable video from the "Video" section of a Facebook archive.



**Figure 20: Screenshot showing a photo being displayed in full resolution.**



**Figure 21: Screenshot example of a dynamically expanded conversation thread, including active, edited and deleted content. The conversation is displayed in the same manner as it would appear on the social media.**

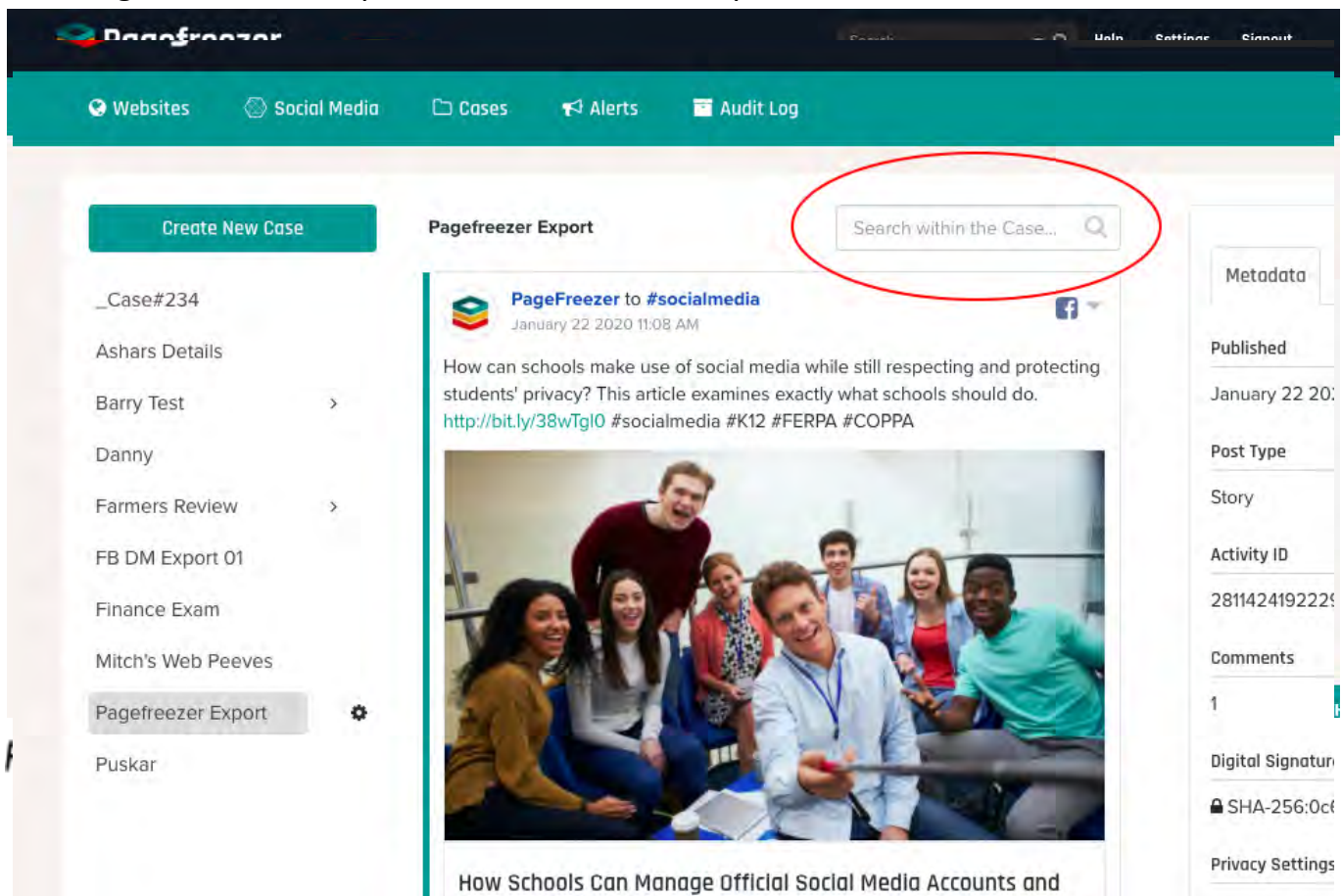
Pagefreezer's dashboard is specifically designed to display archives in the same manner as they would appear on the social media networks, as shown in the Figures above. This ensures that the City's users of the system are able to reproduce records in a timely manner and conversations are able to be viewed in context, giving the City insight into social media performance and public opinion.

Each of the City's social media archives well replicates the look and feel of each social media network being archived.

Pagefreezer is widely known for having the most intuitive and user-friendly interface on the market. The Pagefreezer solution has powerful search capabilities as detailed. Pagefreezer’s advanced user interface allows for search results to be instantly refined and exported as and when needed.

The Pagefreezer dashboard also has a “Case” feature which is specifically designed for supporting responses to records requests and litigation/legal holds. Via the Case feature, the City staff will have the ability to search through records which can subsequently be added/saved to a specific case. This provides the City staff with the ability to fully monitor, manage and process records requests and its social media records.

Figures 22 and 23 provide screenshot examples.



**Figure 23: Screenshot from within a case/previous refined search. Highlighted is the deeper search function within the case.**



The Pagefreezer solution also supports multiple methods of exporting depending on the City's requirements. Static exports are available via PDF as detailed Pagefreezer also supports social media exports in HTML, CVS and CDS.

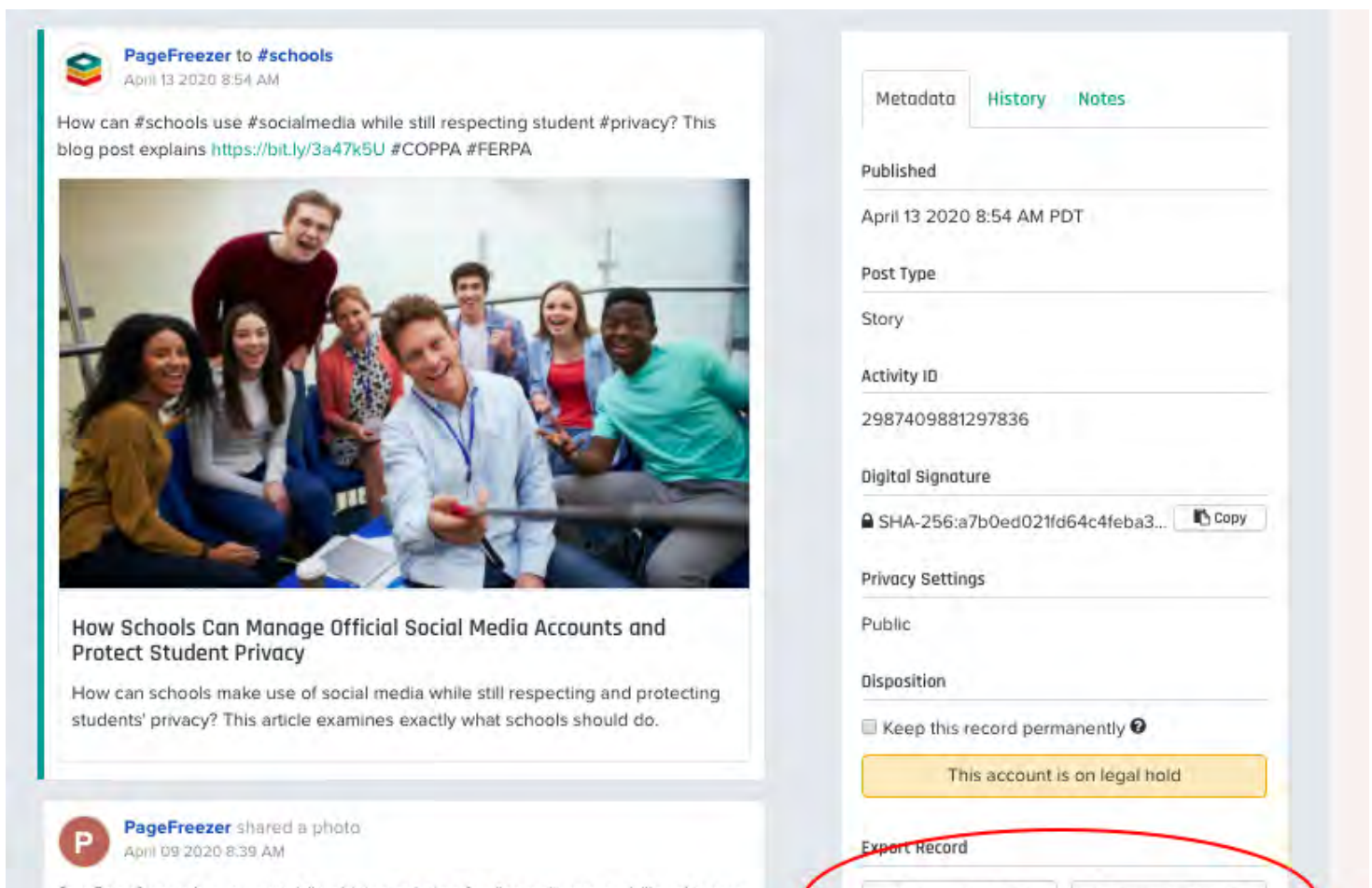
Export options are available throughout the system, either directly from a social media timeline/archive, directly following a search, or from a case (previously saved searches).

Mass exports of entire social media archives are available, as well as specific sets of content, such as specific comments or specific Tweets.

Finally, Pagefreezer also supports, and is currently the sole source provider of social media exports in WARC.

The Pagefreezer dashboard allows for the export of a single record (such as a single post, Tweet or comment), a conversation thread, or an entire search result.

The City will also have the ability to export previous saved searches, or single records from a larger search via the Case feature. Figure 24 below provides a method by which a single record (a single Facebook post in this example) can be exported, with all of the association metadata and automatically digital signature applied to the record.



The screenshot displays the PageFreezer interface. On the left, a Facebook post is shown with the text: "How can #schools use #socialmedia while still respecting student #privacy? This blog post explains <https://bit.ly/3a47k5U> #COPPA #FERPA". Below the text is a photo of a group of diverse students. The post is titled "How Schools Can Manage Official Social Media Accounts and Protect Student Privacy" and includes a summary: "How can schools make use of social media while still respecting and protecting students' privacy? This article examines exactly what schools should do." Below the post, a notification states "PageFreezer shared a photo April 09 2020 8:39 AM".

On the right, the export options for the record are displayed. The "Metadata" tab is selected, showing the following information:

- Published:** April 13 2020 8:54 AM PDT
- Post Type:** Story
- Activity ID:** 2987409881297836
- Digital Signature:** SHA-256:a7b0ed021fd64c4feba3... [Copy](#)
- Privacy Settings:** Public
- Disposition:** ☐ Keep this record permanently [?](#)

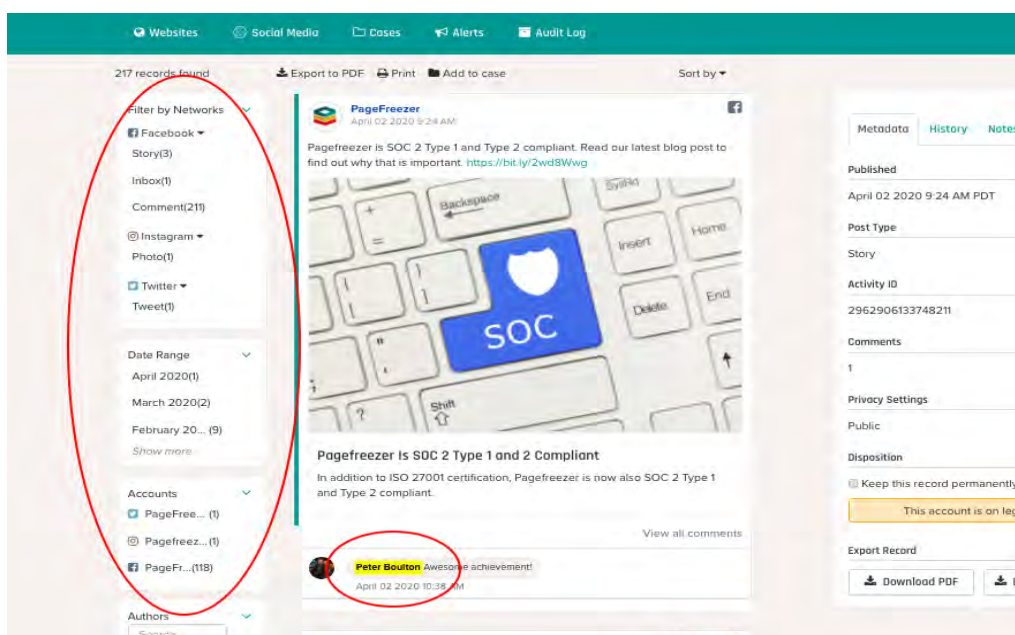
A yellow banner at the bottom of the metadata section states "This account is on legal hold". At the bottom of the interface, the "Export Record" button is highlighted with a red circle.

The Pagefreezer solution allows for all digital content such as videos and photos to be exported from the system. WARC exports also ensure that digital content is preserved in its original format and exportable out of the system.

As detailed in Figure 11, the Pagefreezer dashboard will allow the City to search across its entire social media archives and across multiple different social media platforms. Such searches can also be refined to specify a select number of different social media accounts and networks.

The Pagefreezer system will also empower the City to breakdown and detail an entire archive search result into a specific area on social media of where the results/records were found.

Figure 25 below shows an example of a search result from an entire archive and demonstrates how the Pagefreezer system displays a breakdown of the record location following a search. This includes by network, by date range, specific accounts and authors.



## ○ CUSTOMER REFERENCES

### **City of Sacramento, CA**

The City of Sacramento makes transparency a priority. Its goal is to keep citizens informed by providing open access to official City records.

As part of this focus on transparency, Sacramento hosts archives of its website and social media accounts on its official site. So, rather than forcing members of the public to submit Open Records requests related to this data, it's all freely available through a public portal, made possible with Pagefreezer.

- Website and social media archiving
- Customer since 2016
- Assignment was completed within the original contract timeframe and budget
- \$25,000 gross cost annually
- Further contact and call arrangements can be made during the interview phase of this request for proposal

### **City of Ocala, FL**

According to the Open Government Guide, published by The Reporters Committee for Freedom of the Press, Florida has the most expansive open government laws in the country. Government organizations are expected to keep very detailed records. Very aware of how expansive open records laws in Florida are, the City of Ocala decided to take a proactive approach when it came to collecting and archiving its online accounts. Pagefreezer was selected to help maintain these compliance requirements.

- Social media archiving
- Customer since 2017
- Assignment was completed within the original contract timeframe and budget
- \$9,000 gross cost annually
- Further contact and call arrangements can be made during the interview phase of this request for proposal

## Security

### *“ISO 27001 certification.”*

Pagefreezer is ISO 27001 certified. ISO 27001 certification is the international standard for data security and is crucial for ensuring that the City’s records, data and security are safe, protected and aligned with government transparency and open records policies. Pagefreezer’s ISO 27001 certification is provided as part of this RFP response.

### *“SOC 1 and SOC 2 certified data centres.”*

Pagefreezer’s data centres are SOC 1 and SOC 2 certified. Pagefreezer’s internal processes are also SOC 1 and SOC 2 certified. Again, such certification is crucial for ensuring that the City’s records, data and security are safe, protected and aligned with government transparency and open records policies.

A copy of Pagefreezer’s SOC 1 and SOC 2 reports can be found as a substitute for the IT Risk Assessment Questionnaire as part of this response.

### *“The ability to export in a WARC format.”*

The Pagefreezer solution enables social media archives to be stored and exported in a WARC format.

Pagefreezer is currently the sole source provider of social media WARC storage and exports.

WARC storage exports are an international standard and are a requirement as per the National Archives and Records Administration’s Bulletin 2014-04, "Format Guidance for the Transfer of Permanent Electronic Records".

WARC storage and exports is vital to supporting the City’s long-term preservation of public records and government transparency and open data policies.

### *“Two-factor Authentication.”*

Pagefreezer, as part of its enterprise level suite of security features and ISO 27001 certification, offers two-factor authentication which is configurable directly from the Pagefreezer dashboard .

Pagefreezer also offers security features in relation to password authentication.

### *“IP White-Listing.”*

Also, as part of its enterprise level suite of security features and ISO 27001 certification, Pagefreezer offers IP White-Listing. This feature is also configurable directly from the Pagefreezer dashboard.

## ○ **ADDITIONAL KEY CAPABILITIES**

### Keyword alerts and monitoring

Pagefreezer will also provide the City with the ability to monitor all records and activity across its entire social media accounts. Pagefreezer's keyword alerts feature will ensure that the City complies with its social media policies and is able to monitor pertinent conversations and activities taking place on its social media platforms.

The City users will have the ability to configure which social media accounts to track, which keywords will trigger an alert and which users/department to send it to. As soon as one of the keywords is used in a post or comment, an email alert is sent in real-time to the recipients.

### Records Retention Schedule

As part of Pagefreezer's onboarding, a records retention schedule is discussed, implemented and configured based on the City's specific requirements and policies. Retention rules can be scheduled based on the period after publication of a social media message per social media account or network.

### Litigation/Legal Holds

Should the City need to produce any of its social media records as legal evidence, Pagefreezer fully supports Litigation/legal Holds. Pagefreezer will never change or destroy any of the City's archived content (unless specified by the City's retention schedule or via an authorized written request from the City).

Social media records can be placed on legal hold by the City. To further support the agency's legal team with legal holds, users can place legal holds on specific accounts or records, flag specific records that are important and add them to a case. Cases can subsequently be exported with all metadata and the conversation thread with the same look and feel as the original social media network for use by the City's legal team. Pagefreezer can also provide (notarized) affidavits if needed to further strengthen the City's legal case. Data and records collected by

Pagefreezer have been successfully used by some of the largest U.S. government agencies, law firms and Fortune-500 companies in high-stake cases.

*“The ability to archive NextDoor and Nixle.”*

Neither NextDoor nor Nixle offer real-time API's. With no real-time API's available, no archiving vendor can capture their content in the same real-time way as other social media platforms such as Facebook and Twitter.

However, the Pagefreezer solution is able to use its advanced web crawling technology to automatically capture and dynamically display public-facing pages of both NextDoor and Nixle.

*“The ability to archive websites, enterprise collaboration platforms and SMS/Text messages.”*

As well as specializing and leading in social media archiving, Pagefreezer also leads and specializes in the archiving of government websites, enterprise collaboration platforms and SMS/Text messages.

Pagefreezer is able to provide a single solution for all of the above requirements and can help the City meet these future and legislative requirements if required.



## SUMMARY

Pagefreezer greatly values the opportunity to do business with the City. We want to enter a business relationship so that the City can continue to expand, amplify and promote educational functions to the public through the use of social media while complying with record retention requirements laid out by the State of Connecticut Freedom of Information Act. Pagefreezer understands and encourages this social media growth by providing an economical and intuitive solution to help ease the complications of social media archiving. Pagefreezer can support the City better than any other vendor through our industry leading products, our continual investment into research and development and our outstanding team throughout the organization. From account executive, to the support team, to a personal customer success representative, the Pagefreezer team is dedicated to help the City be successful with this business initiative.

Cameron Gremell

*C. Gremell*



#5

# Waterbury Public Schools

**Office of Competitive Grants**

**Louise Allen Brown, J.D., M.P.A., Grant Writer**

September 28, 2023

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

**Re: CT Stronger Connections Grant (CSDE)**

Dear President Sweeney and Board of Education Commissioners:

The Connecticut State Department of Education has announced a new competitive grant for which the Waterbury School District is eligible to apply, based on local poverty and chronic absenteeism rates. The State has provided a list of grant amounts for which districts are eligible to apply; the total amount for which Waterbury may apply is \$673,236, for the grant period from 7/1/23 to 6/30/26.

At Dr. Ruffin's request, I have been working with Wendy Johns, Director of Pupil Services, to develop the grant project and project budget which will partially fund a new district initiative, the *Prosper for Success* program. This program is designed to reduce exclusionary incidents and enhance safe, inclusive, and supportive learning environments for high school students. Of course, facilitating improved student achievement is an expected outcome. Through this program the district will implement strategies including small group therapy, to address students' conduct issues and students' SEL (social emotional learning)/behavioral needs. More details of the program are included in my attached Grant Highlights document.

The grant budget is still being developed but is expected to cover the costs of a clinician to provide small group therapy for student participants, and curricula for use with students in the program. No matching funds are required for this grant. However, the district will be covering some other program costs from other sources.

The grant application deadline is November 3, 2023. I respectfully request your permission to apply for this grant. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin  
Doreen Biolo  
Wendy Johns

### **Grant Highlights**

**Program Purpose:**

The goals of this grant program are "...1) create safe, inclusive, and supportive learning environments; 2) foster a sense of belonging and engagement in school; and 3) improve academic outcomes and reduce violence and disciplinary actions...." [CSDE Grant Overview]

**Eligible Applicants:** High-Need Local Educational Agencies

**Grant Period:** 7/1/2023 - 6/30/2026

**Grant Amount:** \$673,236 for Waterbury (determined by CSDE)

**Matching Funds:** None required.

**Application Deadline:** November 3, 2023

**Program Description:**

According to the CSDE Grant Overview document, "...this grant will focus on the following areas:

1. Implementing comprehensive, evidence-based strategies that meet each student's social, emotional, physical, and mental well-being needs....
2. ...the selection and implementation of strategies and interventions to create safe, inclusive and supportive learning environments....
3. Designing and implementing policies that advance equity and are responsive to underserved students, protect student rights, and demonstrate respect for student dignity and potential...."

**Proposed Project:**

Through this grant, Waterbury will propose to partially fund a new initiative being developed by the school district to implement evidence-based strategies to address high school student's 'social, emotional, physical, and mental well-being needs,' in order to improve school safety and provide 'supportive learning environments for all students.' Waterbury high school exclusionary data (often the result of trauma, substance abuse by the student or others, or lack of social/emotional skills) support the need for this program. Waterbury will implement evidence-based strategies like small group therapy and a short-term change of learning setting as part of the program.

Students will be selected for participation in this program based upon a combination of DESSA screening (universal social emotional screening) results, disciplinary incident data and chronic absenteeism data. The initiative is called the *Prosper for Success* program. Approximately seven (7) students each from the three comprehensive high schools (Crosby, Kennedy, Wilby High Schools)—21 in total at a time, will participate for an estimated one marking period, in the *Prosper for Success* program at State Street School. In the program, students will have not only the academic support of a classroom teacher to guide their work as assigned by their home schools, and credit recovery opportunities as needed, but also a licensed clinician who will meet with students in small groups to address root causes for low academic achievement and/or disciplinary incidents and absenteeism, in order to prepare students for success upon return to their home schools.

**Budget:**

The grant budget amount of \$673,236 which may be used over three school years, will partially fund the *Prosper for Success* program. Specifically, grant funds are planned to cover of the costs of the contracted clinician and relevant curricula to be utilized with students in the *Prosper for Success* program. The budget is still under development; for that reason, some limited additions to the budget items to be included may be made.

Although no matching funds are required for the grant, the district would plan to fund other costs of the *Prosper for Success* program. Specifically, for example, these costs would include the costs of the classroom Teacher and para(s) as needed; and the district would provide student transportation as it does for other programs.

## EXECUTIVE SUMMARY

DATE: September 25, 2023

To: Board of Education  
Board of Aldermen

FROM: Wendy Johns, Provisional Director of Pupil Services

WJ 9/25/23

RE: Approval for an Amendment #1 between the City of Waterbury and **Capitol Regional Education Council**

---

The Special Education Department requests approval of the attached Amendment #1 to the Agreement between the City of Waterbury and Capitol Regional Education Council (CREC). In accordance with the Individuals with Disabilities Education Act (I.D.E.A.) and students' Individual Education Plans (IEPs), Waterbury School District has placed students at CREC, which operates a school for students with disabilities.

The underlying Agreement was from July 1, 2019 through June 30, 2022 at a cost of \$1,710,000, and was extended by way of Option through June 30, 2024. The purpose of this Amendment #1 is to provide an additional \$350,000 in funding for student placements through the extended term, paid through General Funds.

**AMENDMENT #1**  
**to**  
**AGREEMENT**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Capitol Region Education Council**

**THIS AMENDMENT #1** ("Amendment 1"), effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut 06702 ("City"), and Capitol Region Education Council ("Contractor"), a regional educational service center organized and existing pursuant to Connecticut General Statutes § 10-66a et. Seq. doing business at 111 Charter Oak Avenue, Hartford, Connecticut 06106 (together, the "Parties").

**WHEREAS**, the City and Contractor executed an Agreement on September 23, 2019, whereby the Contractor shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act ("I.D.E.A"), to certain City of Waterbury students in accordance with each student's Individual Education Program ("IEP"), for three fiscal years commencing on July 1, 2019 to June 30, 2022 ("Agreement"); and

**WHEREAS**, the City exercised its Option to extend the term of the Agreement ("Option 1") through June 30, 2024, as agreed by the Contractor May 10, 2022; and

**WHEREAS**, the Parties now desire to amend the Agreement, as extended by Option 1, pursuant to Section 22.1 of the Agreement to add additional payment/tuition in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00); and

**NOW THEREFORE**, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Section 3 ("Payment")**, shall be amended to include \$375,000.00 in additional compensation. As such, Section 3 shall be amended to read as follows:

3. **Payment.**

**3.1** The City shall pay Contractor an amount up to One Million Seven Hundred Ten Thousand Dollars (\$1,710,000.00) for the entire three (3) year Agreement term, and an amount up Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) for the exercised Option Period of July 1, 2022 through June 30, 2024, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's

payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

**3.2** The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

**3.3** For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

**3.4** In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

- 2. Subsection 11.3.7 ("Certificates of Insurance"), shall be amended to include a waiver of subrogation. As such, Subsection 11.3.7 shall be amended to read as follows:**

**11.3.7 Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant'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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. The Certificates of Insurance must contain the following language for Additional Insured Endorsement and Waiver of Subrogation: **"The City of Waterbury and the Waterbury Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (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 no less than thirty (30) days has been mailed to:

City of Waterbury  
Attn: Education Dept.,  
Chief Operating Officer, 3rd Floor  
236 Grand Street  
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

3. **Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective September 13, 2019, as extended by Option 1, shall remain in full force and effect and binding upon the Parties hereto.**

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto execute this Amendment #1 on the dates signed below.

WITNESS:

**CITY OF WATERBURY**

\_\_\_\_\_

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


\_\_\_\_\_

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

WITNESS:

**CAPITOL REGION EDUCATION COUNCIL**

\_\_\_\_\_

By: \_\_\_\_\_  
Sandra A. Cruz-Serrano  
Deputy Executive Director

\_\_\_\_\_

Date: 9-14-2023



**CREC**  
Capitol Region Education Council

111 Charter Oak Avenue  
Hartford, Connecticut 06106  
(860) 247-CREC/2732  
Fax (860) 246-3304  
Internet: [crec@crec.org](mailto:crec@crec.org)  
Web Site: <http://www.crec.org>

**RESOLVED BY THE BOARD OF DIRECTORS OF THE  
CAPITOL REGION EDUCATION COUNCIL  
6/21/23**

Greg J. Florio, the Executive Director of the Capitol Region Education Council, a regional educational service center under the provision of CT General Statute 10-66 a-n, is empowered to sign contracts on behalf of the Capitol Region Education Council.


Sandra A. Cruz-Serrano, Deputy Executive Director, is also empowered to sign contracts on behalf of the Capitol Region Education Council.

**AND I DO FURTHER CERTIFY** that the above resolution has not been in any way altered, amended or repealed, and is in full force and effect from July 1, 2023 to June 30, 2024.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of said Capitol Region Education Council this twenty-first day of June, 2023.

 09/14/2023  
Meg Scata  
Secretary/Treasurer

This is to certify that the above resolution is still in full force and shall remain until June 30, 2024.

 09/14/2023  
Meg Scata  
Secretary/Treasurer

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date** 9/26/2023

**To:** Tara Pisature  
Department of Education

**Subject:** Tax Clearance

---

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

Capitol Region Education Council (CREC)  
111 Charter Oak Ave.  
Hartford, CT 06106

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

Very truly yours,

*Nancy J. Olson*

NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury



## EXECUTIVE SUMMARY

DATE: September 27, 2023

To: Board of Education  
Board of Aldermen

FROM: Wendy Johns, Provisional Director of Pupil Services

RE: Approval for an Amendment #1 between the City of Waterbury and ***CT Institute for the Blind dba Oak Hill***

---

The Special Education Department requests approval of the attached Amendment #1 to the Agreement between the City of Waterbury and the CT Institute for the Blind dba Oak Hill. In accordance with the Individuals with Disabilities Education Act (I.D.E.A.) and students' Individual Education Plans (IEPs), Waterbury School District has placed students at Oak Hill, which operates a school for students with disabilities.

The underlying Agreement was from July 1, 2021 through June 30, 2024 at a cost of \$3,085,417.49. The purpose of this Amendment #1 is to provide an additional \$1,750,000.00 in funding for student placements through June 30, 2024, paid through General Funds.

**AMENDMENT #1**  
**to**  
**AGREEMENT**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**The Connecticut Institute for the Blind, Inc. dba Oak Hill**

**THIS AMENDMENT #1** ("Amendment 1"), effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut 06702 ("City"), and The Connecticut Institute for the Blind, Inc., dba Oak Hill (the "School"), an institution organized and existing under the laws of the State of Connecticut, duly registered as a Connecticut corporation, and having its principal place of business at 120 Holcombe Street, Hartford, Connecticut 06112 (jointly referred to as the "Parties").

**WHEREAS**, the City and School executed an Agreement on July 6, 2021, whereby the School shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act ("I.D.E.A"), to certain City of Waterbury students in accordance with each student's Individual Education Program ("IEP"), for three fiscal years commencing on July 1, 2021 to June 30, 2024 ("Agreement"); and

**WHEREAS**, the Parties now desire to amend the Agreement pursuant to Section 26.1 of the Agreement to add additional payment/tuition in the amount of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00); and

**NOW THEREFORE**, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. Section 3 ("Tuition"), shall be amended to include \$1,750,000.00 in additional compensation. As such, Section 3 shall be amended to read as follows:

3. **Tuition.**

- 3.1. The City shall pay the School an amount up to Four Million Eight Hundred Thirty-Five Thousand Four Hundred Seventeen Dollars and Forty-Nine Cents (\$4,835,417.49) for the Services properly rendered pursuant to this Contract, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in Attachment A. Attachment A shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services. The Student's tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule.



Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

2. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective July 6, 2021 shall remain in full force and effect and binding upon the Parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this Amendment #1 on the dates signed below.

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

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

\_\_\_\_\_

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

WITNESS:

THE CONNECTICUT INSTITUTE FOR THE  
BLIND, INC. DBA OAK HILL

Gayle Wuitzen

By: 

Title: Tracy P. CEO

9/26/23

Date: 9/26/23





## CORPORATE RESOLUTION

I, Gayle C. Wintjen, hereby certify that I am the duly elected and acting Secretary of the Connecticut Institute for the Blind, Inc. dba Oak Hill, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 1st day of December, 2022.

"Resolved, that Barry M. Simon, as President and Chief Executive Officer, and Christine D. Leiby, as Treasurer and Chief Financial Officer, and Ana Wittig as the Chief Administrator of Oak Hill School, and each of them individually, be authorized to make, execute, approve or amend on behalf of Oak Hill all contracts with any municipality or school district of the State of Connecticut, including, but not limited to, the City of Waterbury, and to approve on behalf of said organization, all transactions as long as this resolution remains in effect."

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said the Connecticut Institute for the Blind, Inc. dba Oak Hill this 26 day of September, 2023.

  
Gayle C. Wintjen  
Secretary

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date:** 9/8/2023

**To:** Tara Pisature- IDEA Grants Coor,  
Department of Education

**Subject:** Tax Clearance

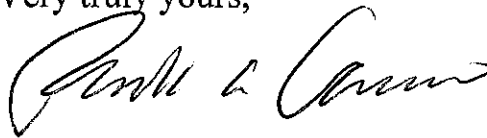
---

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

Connecticut Institute for the Blind (Oak Hill)  
120 Holcomb St.  
Hartford, CT

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

Very truly yours,



FAC/wmf

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



Memorandum

To: Board of Education and Board of Aldermen

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

Date: September 8, 2023

Re: Board of Education Fifth Amendment Approval Request / Amendment 5 Executive Summary – Milestone C. Original CRT21-043

---

The Academic Office/Education Department respectfully requests your approval, subject to the approval of the Board of Education and the Board of Aldermen for the above-referenced fifth amendment to original contract CRT21-043 in the amount of \$57,841 for additional curriculum licenses, classroom materials, and teacher professional learning between the City of Waterbury and Milestone C.

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

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

The Contract Term is three years effective on the date signed by the Mayor. The fifth amendment to original CRT21-043 project is being funded by the ESSER ARP and Carl Perkins grants in the amount of \$57,841.

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

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

Respectfully Submitted,

Michael Merati  
Supervisor of Career & Technical Education  
236 Grand Street, Room 164  
Attachment  
Cc: *Tom Parisot, Lori Walsh*

**AMENDMENT #5**  
**to the**  
**AGREEMENT**  
**(RFP No. 6827)**  
**for**  
**Aerospace, Engineering and Computer**  
**Science Curriculum**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Milestone C, LLC**

**THIS Amendment #5**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Milestone C LLC, located at 5 Chestnut Lane, Woodbridge CT, 06525, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor"). (Jointly referred to as the "Parties" to this Amendment).

**WHEREAS**, the Consultant submitted a proposal to the City responding to **RFP No. 6827** for Aerospace, Engineering and Computer Science courses with related curriculum materials, equipment, supplies and professional learning; and

**WHEREAS**, the City selected Consultant to provide the services related to RFP No. 6827 and the Parties executed a Contract for these services on May 3, 2021 (the "Contract" or "Agreement"); and

**WHEREAS**, the Parties executed the First Amendment (Amendment #1) to the Agreement on November 3, 2021, to provide for additional services, material, equipment, and corresponding compensation; and

**WHEREAS**, the Parties executed the Second Amendment (Amendment #2) to the Agreement on January 16, 2022, to provide for additional services, material, equipment, and corresponding compensation; and

**WHEREAS**, the Parties executed the Third Amendment (Amendment #3) to the Agreement on September 20, 2022, to provide for additional services, material, equipment, and corresponding compensation; and

**WHEREAS**, the Parties executed the Fourth Amendment (Amendment #4) to the Agreement on June 29, 2023, to provide for additional services, material, equipment, and corresponding compensation; and

**WHEREAS** in accordance with Section 21 of the Agreement, and consistent with the Agreement's scope of services, the Parties wish to amend the Agreement for the fifth time to

provide for additional costs for curriculum licenses, classroom materials, and teacher professional learning to meet the increase in student enrollment and additional courses; and

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

**NOW THEREFORE**, it is mutually agreed to amend the Agreement as follows:

**I. Compensation. Section 6, Subsection 6.1, titled "Fee Schedule," of the Agreement shall be deleted in its entirety and replaced with the following:**

**6.1 Fee Schedule.** The total fee payable to the Consultant shall not exceed EIGHT HUNDRED FIFTY-EIGHT THOUSAND, FOUR HUNDRED TWENTY-FIVE DOLLARS and FIFTY CENTS (**\$858,425.50**) for the entire three year term of this Contract with the basis of payment being Consultant's Revised Cost Proposal dated March 2, 2021, and as set forth in subsequent Amendments, including Attachment A to this Amendment #5:

**6.1.1 Year 1 (2021-2022)**

Original Contract .....	\$261,264.20
Amendment #1 .....	\$149,324.00
Amendment #2 .....	<u>\$35,922.40</u>
<b>YEAR 1 Total amount not to exceed .....</b>	<b>\$446,610.50</b>

**6.1.2 Year 2 (2022-2023)**

Original Contract .....	\$62,326.00
Amendment #1 (recurring) .....	\$46,200.00
Amendment #2 (recurring) .....	\$5,400.00
Amendment #3 (per Attachment	
A to Amendment #3) .....	\$114,222.00
Amendment #4 (per Attachment	
A to Amendment #4) .....	<u>\$11,900.00</u>
<b>YEAR 2 Total amount not to exceed.....</b>	<b>\$240,048.00</b>

**6.1.3 Year 3 (2023-2024)**

Original Contract.....	\$62,326.00
Amendment #1 (recurring).....	\$46,200.00
Amendment #2 (recurring).....	\$5,400.00
Amendment #5 (per Attachment	
A to Amendment #5).....	<u>\$57,841.00</u>
<b>YEAR 3 Total amount not to exceed.....</b>	<b>\$171,767.00</b>

**TOTAL CONTRACT AMOUNT NOT EXCEED..... \$858,425.50**

2. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:
  1. Milestone C, LLC's Pricing for Amendment #5, consisting of 1 page, attached hereto.
3. All other terms, conditions, and provisions not specifically amended herein of the Agreement executed on May 3, 2021, and as amended in Amendment #1, Amendment #2, Amendment #3, and Amendment #4 shall remain in full force and effect and binding on the Parties hereto.

**[Signature Page Follows]**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

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

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

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

Print name:

**WITNESSES:**

**MILESTONE C, LLC**

Sign: \_\_\_\_\_

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

Print name:

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

Sign: \_\_\_\_\_

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

Print name:



## **ATTACHMENT A**

### **To Amendment #4**

1. Milestone C, LLC's Pricing for Amendment #4, consisting of 1 page, attached hereto.

## LIMITED LIABILITY COMPANY RESOLUTION

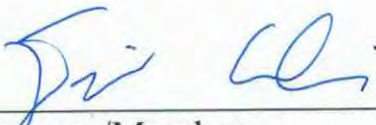
I, David Conelias, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Milestone C, a limited liability company organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 25 day of September, 2023.

“It is hereby resolved that David Conelias is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

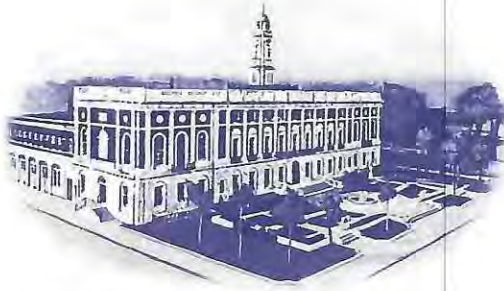
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said David Conelias, LLC this 25 day of September, 2023.



\_\_\_\_\_  
Manager/Member

**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



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

To: Michael Merati, Supervisor of Career & Technical Education

From: Kevin McCaffery, Director of Purchasing *VM*

Subject: Waiver Request - Amendment #5 to Contract with Board of Education and Milestone C

Date: August 21, 2023

---

I have reviewed the information provided by Michael Merati, Supervisor of Career & Technical Education for Waterbury Public Schools, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

(B) (1) The amendment is consistent with the scope of the original procurement.

Therefore, it is my opinion to proceed with the amendment with the above-mentioned vendor.



Michael Merati  
Supervisor of Career & Technical Education  
Office 203-574-5029 Email: [mmerati@waterbury.k12.ct.us](mailto:mmerati@waterbury.k12.ct.us)

To: Mr. Kevin McCaffery, Purchasing Director  
From: Michael Merati, Supervisor of Career & Technical Education  
Date: August 10, 2023  
Re: Contract Addendum 5 for CRT21-043 Milestone C

Mr. McCaffery,

Waterbury Public Schools Academic Office has established a contract with our educational partner Milestone C, CRT21-043, for curriculum licenses, professional learning for teachers and classroom materials for a 3-year period. Wilby, Kennedy, WCA, WAMS, North End, Wallace, and West Side have been provided significant funding to support updates to the Career and Technical Education programming that result in sustained improvement of student outcomes. These schools have ample ESSER ARP, Title 1, Title 4, and Perkins funding in their allocated budgets to assume these costs.

This project has been amended on four prior occasions. The first amendment was done on 11/2021 in the amount of \$149,324.00 for the purpose of purchasing additional curricula licenses, classroom materials, and teacher professional learning for Drone Technology, Drone Operator Prep, Engineering Milestones, Engineering Design Project, Software Development 1, and Software Development 2 courses. These purchases met student demand and requests for these courses. The second amendment was done on 1/2022 in the amount of \$35,922.40 for the purpose of purchasing additional curricula licenses, classroom materials, and teacher professional learning that was not included in amendment one due to circumstances that changed after amendment one was already completed. The third amendment was completed on 9/2022 in the amount of \$114,222 for the purpose of purchasing additional curriculum licenses, classroom materials and teacher professional learning for teachers and students. This was due to the increase in student enrollment and running of additional courses. The fourth amendment was completed on 7/2023 in the amount of \$11,900 for the purpose of purchasing additional curriculum licenses, classroom materials, and teacher professional learning for Robotics and Automation Early College High School summer camps.

We are respectfully requesting that the contract for Milestone C be amended for a fifth time to include additional costs for curriculum licenses, classroom materials and teacher professional learning for teachers and students in the amount of \$57,841. The services provided will include the following:

- Additional curriculum licenses, classroom materials, and teacher professional learning for teachers and students to meet the increase in student enrollment and additional courses for the school year.

The aforementioned services and materials are consistent with the scope of the previously signed procurement agreement between the City of Waterbury and Milestone C. As Section 28.073 does not require bidding if the said contract is consistent with the scope and sequence of the original procurement of services. Please provide written agreement for an amendment increase of \$57,841 for Milestone C. Please feel free to contact me at any time for additional information regarding this request.

Best Regards,

A handwritten signature in black ink, appearing to read "Michael Merati".

Michael Merati  
Supervisor of Career and Technical Education



Amendment 5									
Acronym	Course Title	Course Item	Cost per Line Item	Qty	Cost	Totals	Total-Offset	Offset Sum	Equipment Notes
CEM	Conceptual Engineering Milestones	Annual Curricula Licensing	\$ 1,350.00	2	\$ 2,700.00			0	\$ 2,700.00
		Classroom Materials (new)	\$ 2,336.00	1	\$ 2,336.00		\$ 2,336.00		Kennedy
	1 Kennedy, 1 WCA	Classroom Materials (replenish)	\$ 1,250.00	1	\$ 1,250.00		\$ 1,250.00		WCA has equipment from 2022
EDP	Engineering Design Process	Annual Curricula Licensing	\$ 1,350.00	2	\$ 2,700.00			0	\$ 2,700.00
		Classroom Materials (new)	\$ 4,850.00	1	\$ 4,850.00		\$ 4,850.00		Kennedy
	1 Kennedy, 1 WCA	Classroom Materials (replenish)	\$ 1,190.00	1	\$ 1,190.00		\$ 1,190.00		WCA has equipment from 2022
DTE	Drone Technology and Engineering	Annual Curricula Licensing	\$ 1,350.00	3	\$ 4,050.00			0	\$ 4,050.00
		Classroom Materials (new)	\$ 7,750.00	1.3	\$10,075.00		\$10,075.00		Kennedy - new set
	1 Wilby, 2 Kennedy	Classroom Materials (replenish)	\$ 1,850.00	1	\$ 1,850.00		\$ 1,850.00		Wilby Has Equipment from 2022
DOP	Drone Operator Prep	Annual Curricula Licensing	\$ 1,350.00	3	\$ 4,050.00		\$ -	\$ 4,050.00	
		Classroom Materials	\$ 7,200.00	1.3	\$ 9,360.00		\$ 9,360.00		Kennedy - new set
	1 Wilby, 2 Kennedy	Classroom Materials (replenish)	\$ 850.00	1	\$ 850.00		\$ 850.00		Wilby Has Equipment from 2022
SDI 1	Software Design & Integration 1	Annual Curricula Licensing	\$ 1,350.00	4	\$ 5,400.00		\$ -	\$ 5,400.00	
		Classroom Materials	\$ 3,250.00	1	\$ 3,250.00		\$ 3,250.00		Kennedy has equipment from 2022
	1 Crosby, 3 Kennedy								Crosby new set
SDI 2	Software Design & Integration 2	Annual Curricula Licensing	\$ 1,665.00	4	\$ 6,660.00		\$ 6,660.00		Kennedy has equipment from 2022
		Classroom Materials	\$ 2,400.00	1	\$ 2,400.00		\$ 2,400.00		Crosby new set
	1 Crosby, 3 Kennedy								
						\$62,971.00	\$44,071.00	\$18,900.00	
	Teacher Support and Coaching (Group - quarterly PLC)			Qty					
	DTE/DOP (Drones)		\$ 2,250.00	1	\$ 2,250.00				
	CEM/EDP (Engineering)		\$ 2,250.00	1	\$ 2,250.00				
	SDI1/SDI2 (Software)		\$ 2,250.00	1	\$ 2,250.00				
	RAS1/RAS2 (Robotics)		\$ 2,250.00	1	\$ 2,250.00	\$ 9,000.00			
	Discount (One-time)		\$ 9,000.00	-0.15		\$ (1,350.00)			
	Teacher Training (Recommended)								
	DTE/DOP (Drones)	?	\$ 225.00		\$ -				
	CEM/EDP (Engineering)	Don Lafayette	\$ 225.00	32	\$ 7,200.00				
	SDI1/SDI2 (Software)	?	\$ 225.00		\$ -				
	RAS1/RAS2 (Robotics)	?	\$ 225.00		\$ -	\$ 7,200.00			
	Discount (One-time)		\$ 7,200.00	-0.15		\$ (1,080.00)			

Annual Curricula Licensing	\$ 5,660.00
Teacher Training	\$ 6,120.00
Support and Coaching	\$ 7,650.00
Equipment	\$ 37,411.00
<b>Amendment Total</b>	<b>\$ 57,841.00</b>

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

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

**A. Contracts**

**No Contracts with the City**

☐

Education Services

(Service or Commodity Covered by Contract)

**3 Year – 2023/2024 school year is the 3<sup>rd</sup> year**

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

Education Services

(Service or Commodity Covered by Purchase Order)

Multiple associated with above contract

(Date of Purchase Order)

-----

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

-----

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

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

☒ X

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

-----

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

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

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

I have read and agree to the above certification.

**Milestone C LLC**

\_\_\_\_\_  
(Name of Company, if applicable)



\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

9/19/2023

\_\_\_\_\_  
Date

David Conelias

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐



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

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

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

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

**Certification**

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

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

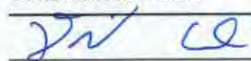
Milestone C LLC

5 Chesnut Lane  
Woodbridge CT, 06525

Print Name and Title of Authorized Representative:

David Conelias - CEO

Signature of Authorized Representative:



Date: 9/18/2023



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

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

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

State of Connecticut

SS.: 81-5002292

County of Fairfield CT

David Conelias, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Milestone C (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

X

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

X

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



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

X

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 David Conelias	CEO	Milestone C	Both	12/12/85
2 Joshua Gilbert	CTO	Milestone C	Both	08/28/77
3 Kelsey Sewell	Lead Educator	Milestone C	Both	12/22/88

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

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

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

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the



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

corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 David Conelias	CEO	12/12/1985	50
2 Joshua Gilbert	CTO	08/28/1977	50
3			
4			

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

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

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

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

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

**For Partnership/Sole Proprietor**

In presence of:

Witness

*Milestone C*  
 Name of Partnership/Business

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

By: Ji hl  
Name of General Partner/ Sole Proprietor

5 Chestnut Lane, Woodbridge, CT 06525  
Address of Business

State of Connecticut )

81-5002292 ) SS

County of Fairfield )

\_\_\_\_\_ being duly sworn,

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

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

(Notary Public)

**For Corporation**

Witness \_\_\_\_\_

\_\_\_\_\_  
Name of Corporate Signatory

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

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
Name of Authorized Corporate Officer

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



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

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,  
deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.


Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

My Commission Expires: \_\_\_\_\_ (Notary Public)

**EXECUTIVE SUMMARY**

**DATE:** September 25, 2023

**TO:** Board of Education Commissioners

**FROM:** Nicholas J. Albini, Chief Operating Officer 

**SUBJECT:** Memorandum of Understanding for the Foster Grandparent Program with New Opportunities, Inc.

The Education Department respectfully requests your review and approval of a Memorandum of Understanding (MOU) with New Opportunities, Incorporated for their Foster Grandparent Program, which will provide volunteers aged 55 and older to serve as role models and offer individualized attention to Waterbury Public Schools students with special needs who require assistance with reading, writing, math and social skills. Volunteers will work with teaching staff, but do not replace teachers in the classrooms. Activities include tutoring, reading assistance, playing games, making crafts, and assisting a student with meals and snacks.

Volunteers are federally funded by AmeriCorps Seniors, which pairs volunteers with organizations making positive changes in communities across America through volunteering and meaningful service. All volunteers must pass a background check and be able to work five to forty hours a week. Waterbury Public Schools provides volunteers with a lunch (\$5.75) and snack (\$2.10) every day they work which totals approximately \$500 for the school year. New Opportunities will recruit, interview, select and enroll volunteers in the program who meet the criteria under the AmeriCorps federal regulations. The MOU commences upon signing and expires on July 31, 2024; the agreement has two one-year options.

Past interactions between the Foster Grandparents Program and Waterbury Public Schools has provided outstanding results. The synergism established between the Foster Grandparents and the Waterbury Public Schools students greatly improves volunteers and students' lives, fosters civic engagement, strengthens communities and encourages learning about generational differences in a caring way.

Thank you for your consideration.



# NEW OPPORTUNITIES, INC.

*Building Relationships to End Poverty*

## FOSTER GRANDPARENT PROGRAM

232 N. Elm Street, 3<sup>rd</sup> Floor, Waterbury, CT 06702

Tel: 203-575-4220 Fax: 203-575-4318



### MEMORANDUM OF UNDERSTANDING

#### **New Opportunities Foster Grandparent Program & Waterbury Public Schools 236 Grand Street, Waterbury, CT 06702**

It is agreed that the attached Basic Provisions of this Memorandum of Understanding will guide the working relationship between both parties stated above, and that:

The **New Opportunities FGP** representative who will serve as liaison with **Waterbury Public Schools** is:

Name: Vanessa Ortiz

Telephone: 203-575-4220

Title: FGP Director

Email: Vortiz@newoppinc.org

The **Waterbury Public Schools** representative who will serve as liaison with **New Opportunities FGP** is:

Name: Quineshia Brown Cole

Telephone: 203-346-3520

Title: Well Center Manager

Email: Quineshia.Brown@waterbury.k12.ct.us

Conditions of this Memorandum of Understanding may be amended or terminated in writing at any time at the request of either party. It will be reviewed at least every three (3) years to permit needed changes. This Memorandum of Understanding contains all the terms and conditions agreed upon by the contracting parties. No other understanding, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto.

**Signatures.** By signing this MOU, the City of Waterbury ("City" or "Volunteer Station") certifies that it is a Governmental Agency and meets the requirements necessary to be an AmeriCorps Seniors Foster Grandparent Station. This MOU will be in effect from the date of execution by the Mayor of Waterbury through July 31, 2026.

Signature, City of Waterbury

William R. Rybczyk  
Signature, New Opportunities, Inc.

Neil M. O'Leary, Mayor

Printed Name & Title

William R. Rybczyk, President/CEO

Printed Name & Title

Date

9/25/2023  
Date

Please complete information for each school on Page 4



## **MEMORANDUM OF UNDERSTANDING BASIC PROVISIONS**

Since 1965, the AmeriCorps Seniors Foster Grandparent Program has offered volunteer opportunities for eligible adults to serve as role models, mentors, and friends to children with special and exceptional needs, or who are in circumstances that limit their academic, social, or emotional development.

AmeriCorps Senior FGP volunteers must be age 55 or older, be available to serve from 5 to 40 hours a week, and meet established income eligibility guidelines in order to receive an hourly stipend. Potential volunteers must also submit to criminal record investigations, fingerprinting, and other background checks and/or medical releases as applicable.

**FGP Volunteers are not employees of New Opportunities, Inc. or the Volunteer Station.**

### **New Opportunities, Inc. Foster Grandparent Program will:**

1. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the AmeriCorps Seniors Foster Grandparent Program (FGP) Federal Regulations for enrollment in the program.
2. Conduct and document a criminal history check for all volunteers in accordance with the requirements established for a National Service Criminal History Check by the AmeriCorps.
3. Refer volunteers to the Volunteer Station for assignment to a specific school ("volunteer site"). Permit and encourage the Volunteer Station to screen volunteers pursuant to established criteria of the Volunteer Station.
4. Conduct pre-service orientation and ongoing in-service instruction for volunteers.
5. Instruct volunteers in proper use of volunteer timesheets, reimbursement guidance, and the AmeriCorps Seniors FGP procedures.
6. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by AmeriCorps Seniors FGP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
7. In cooperation with the Elder Services Advisory Council of New Opportunities, Inc.:
  - Arrange for appeals procedure to address problems arising between the volunteer, the Volunteer Station and/or AmeriCorps Seniors FGP.
  - Cooperate in a review of FGP services if requested.
8. Arrange for an annual FGP volunteer recognition event. Donations will be solicited from the Volunteer Station to assist with the recognition but the Volunteer Station is not required to provide funds.
9. Reimburse volunteers for transportation costs between their home and the volunteer site in accordance with AmeriCorps Seniors FGP policies and availability of funds.
10. Arrange with the Volunteer Station for meals and/or snacks, whenever possible, for volunteers on assignment.
11. Provide photo identification for volunteers if not provided by the Volunteer Station.
12. Arrange for physical exams or completion of medical release forms if applicable.
13. Gather data and statistics on the need for this service and the community impact. This reporting may be used to implement future projects of this nature. This data will be used to report outcomes to AmeriCorps Seniors.
14. Periodically monitor volunteer activity at the volunteer site to assess and/or discuss needs of volunteers and the volunteer site.

### **The Volunteer Station will:**

1. Assign children with designated special or exceptional needs to each volunteer.
2. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
3. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
4. Provide site specific and special training (i.e. confidentiality training) to the volunteers as needed.

5. Furnish volunteers with materials required for assignment. These materials may include a volunteer site uniform and/or photo I.D. Please note that FGP volunteers are issued a red "Foster Grandparent" vest.
6. Assure adequate health and safety provisions for all volunteers.
7. Investigate and report any accidents and injuries involving FGP volunteers immediately to New Opportunities, Inc. Foster Grandparent Program. All reports shall be submitted in writing within 48 hours of the incident.
8. Specify, either by written information or verbally, that FGP volunteers are participants in the Volunteer Station's programming in publicity featuring such volunteers. Display an AmeriCorps Seniors placard where it may be viewed by the public.
9. **Plans and Reports:**
  - Child Assignment Plan: The Volunteer Station staff will complete a Child Assignment Plan (template provided by the sponsor) for each volunteer and for each child served. The sponsor's representative, and the volunteer must sign the written assignment plan that: identifies the children to be served (an anonymous identifier is acceptable), the need(s) of each identified child, and the role and activities of the volunteer. This plan is to be developed for use by and for the benefit of the volunteer, and to show the impact of the assignment.
  - Timesheets: Report volunteer hours on a monthly basis on or before 5th of the following month (Insurance coverage is only effective with verified records of hours served.)
  - Progress Reports: Volunteer Stations are requested to complete a short bi-annual survey provided by AmeriCorps Seniors FGP documenting the impacts of services provided by volunteers.
  - Volunteer Performance Evaluations: For each assigned volunteer, Volunteer Stations are required to complete an annual performance evaluation using the template provided by the sponsor.
10. AmeriCorps Seniors FGP must meet a local match of 10% through in-kind and/or cash contributions. Please complete the Pledge amounts below and ensure that the value of the meals, other in-kind donations, and/or cash contributions are not funded with other federal resources, unless those federal resources are authorized by federal law or regulation to be applied as part of the non-federal share of a federal grant.

**In-Kind Donations (per volunteer):**

Value of a daily meal:	\$ <u>5.75</u>
Value of a daily snack:	\$ <u>2.10</u>

**Other Provisions**

1. **Separation from Volunteer Service:** The Volunteer Station may request the removal of a volunteer at any time. A volunteer may withdraw from service at the Volunteer Station or from the FGP at any time. The FGP staff, the Volunteer Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another volunteer site.
2. **Religious/Political Activities:** While the AmeriCorps Seniors volunteers are on duty, the Volunteer Station will not request or assign them to conduct or engage in religious, sectarian, or political activities including, but not limited to, conducting religious education classes or worship services, proselytizing, engaging in voter registration or providing voter transportation to polls, or efforts to influence legislation.
3. **Displacement of Employees:** Ensure that AmeriCorps Seniors volunteers serve in a volunteer capacity. Volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
4. **Compensation:** Neither the Volunteer Station nor FGP will request or receive compensation from the beneficiaries of FGP volunteers. Volunteers will not receive a fee for service from beneficiaries, family members or their legal guardian.
5. **Accessibility and Reasonable Accommodation:** The Volunteer Station will maintain the programs and activities to which volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental,

and cognitive impairments or addictions and diseases) and/or limited English language proficiency, and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.

6. **Prohibition of Discrimination:** The Volunteer Station will not discriminate against volunteers, service beneficiaries, or in the operation of its program on the basis of race, color, national origin including individuals with limited English proficiency, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service.
7. **Diversity, Equity, Inclusion and Accessibility:** It is the policy of New Opportunities, Inc. to commit to fostering, cultivating, and preserving a culture of diversity and inclusion with our staff members, volunteers, and customers.
8. **Termination of MOU:** This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU shall be reviewed at least every three years by the Parties.
9. **Option Periods:** At any point prior to the termination of this MOU, the City, in its sole discretion, shall have the option to extend this MOU for up to two (2) additional one (1) year terms upon reasonable notice to New Opportunities, Inc. and upon the same terms and conditions.
10. **City of Waterbury Required Provisions:**

**City of Waterbury's Ethics Code Ordinance:** New Opportunities, Inc. hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

**Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances):**

- No person shall 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.
- No person shall make any payment, gratuity, or offer of employment 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 contract or purchase order to the City.
- The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

**Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances):**

The Signatories to this MOU hereby represent 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.

**Force Majeure:**

Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract



are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this MOU.

11. **Insurance:** New Opportunities, Inc. agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. New Opportunities, Inc. shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."

- 11.1 General Liability Insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and \$2,000,000.00 Products and completed operations aggregate.
- 11.2 Automobile Liability Insurance in the amount of \$1,000,000.00 combined single limit each accident for any auto, all owned and hired autos.
- 11.3 Worker's Compensation Insurance at statutory limits for Employer Liability (EL), \$1,000,000.00 EL each accident, \$1,000,000.00 EL disease each employee, \$1,000,000.00 EL disease policy limits.
- 11.4 Excess/Umbrella Liability Insurance in the amount of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate.
- 11.5 Abuse/Molestation Liability Insurance in the amount of \$1,000,000.00 each occurrence, and \$1,000,000.00 aggregate.

Please complete for each school:

**School Information / Volunteer Supervisor** authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations:

\_\_\_\_\_  
*Authorized Volunteer Supervisor Signature/Title*

\_\_\_\_\_  
*School Name / Address*

\_\_\_\_\_  
*Email*

\_\_\_\_\_  
*Telephone*

\_\_\_\_\_  
*Date*

**Additional School Representatives authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations:**

\_\_\_\_\_  
*Printed Name / Title*

\_\_\_\_\_  
*Email*

\_\_\_\_\_  
*Telephone*

\_\_\_\_\_  
*Printed Name / Title*

\_\_\_\_\_  
*Email*

\_\_\_\_\_  
*Telephone*

\_\_\_\_\_  
*Printed Name / Title*

\_\_\_\_\_  
*Email*

\_\_\_\_\_  
*Telephone*

\_\_\_\_\_  
*Printed Name / Title*

\_\_\_\_\_  
*Email*

\_\_\_\_\_  
*Telephone*

## CORPORATE RESOLUTION

I, Kimberly Caron, hereby certify that I am the acting Clerk of the Board for New Opportunities Incorporated, a corporation organized and existing under the laws of the State of Connecticut, and do hereby certify that the following facts are true and were taken from the records of said corporation:

The following resolution was adopted at a meeting of the corporation duly held on the 10<sup>th</sup> day of May, 2023.

"It is hereby resolved that the President & Chief Executive Officer, William Rybczyk and/or Chairperson of the Board of Directors, Rachel Perez, are authorized to make, execute, and approve, on behalf of this corporation any and all contracts or amendments and to execute and approve on behalf of New Opportunities, Inc., other instruments, a part of or incident to such contracts and amendments effective until otherwise ordered by the Board of Directors."

And I do further certify that the above resolution has not been in any way altered, amended, or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said New Opportunities Incorporated corporation this 25th day of September, 2023.




Clerk of the Board of Directors

(SEAL)

KEVIN McCaffery  
DIRECTOR OF PURCHASING



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

To: Nicholas J. Albini, Chief Operating Officer  
From: Kevin McCaffery, Director of Purchasing   
Subject: Sole Source for New Opportunities, Inc Foster Grandparent Program  
Date: September 7, 2023

---

After review of your letter regarding New Opportunities Foster Grandparent Program, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



# **WATERBURY**

**PUBLIC SCHOOLS**

*Nicholas J. Albini*

*Chief Operating Officer*


*(203) 346-2340*

*[nalbini@waterbury.k12.ct.us](mailto:nalbini@waterbury.k12.ct.us)*

## **MEMORANDUM**

**DATE:** September 7, 2023

**TO:** Kevin McCaffery, Purchasing Director

**FROM:** Nicholas J. Albini, Chief Operating Officer 

**SUBJECT:** Request for Sole Source Procurement of the Memorandum of Understanding for the Foster Grandparent Program with New Opportunities, Inc.

The Education Department respectfully requests that the New Opportunities Foster Grandparent Program be considered as a sole source for the proposed services we are requesting, including entering into a Memorandum of Understanding (MOU) to provide volunteers aged 55 and older who serve as role models and provide individualized attention to Waterbury Public Schools students with special needs who require assistance with reading, writing, math and social skills. Volunteers work with teaching staff, but do not replace teachers in the classrooms. Activities include tutoring, reading assistance, playing games, making crafts, and assisting a student with meals and snacks.

Volunteers are federally funded by AmeriCorps Seniors, which pairs volunteers with organizations making positive changes in communities across America through volunteering and meaningful service. All volunteers must pass a background check and be able to work five to forty hours a week. Waterbury Public Schools provides volunteers with a lunch and snack every day they work which totals approximately \$500 for the school year. New Opportunities will recruit, interview, select and enroll volunteers in the program who meet the criteria under the AmeriCorps federal regulations.

Past interactions between the Foster Grandparents Program and Waterbury Public Schools has provided outstanding results. The synergism established between the Foster Grandparents and the Waterbury Public Schools students greatly improves volunteers and students' lives, fosters civic engagement, strengthens communities and encourages learning about generational differences in a caring way.

With your permission, we would like to finalize the MOU with New Opportunities, Inc. for the Foster Grandparents Program. Thank you for your consideration.





# NEW OPPORTUNITIES, INC.

*Building Relationships to End Poverty*

## FOSTER GRANDPARENT PROGRAM

232 N. Elm Street, 3<sup>rd</sup> Floor, Waterbury, CT 06702

Tel: 203-575-4245 Fax: 203-755-8254



**AmeriCorps**  
Seniors

### MEMORANDUM OF UNDERSTANDING

#### New Opportunities Foster Grandparent Program

&

#### Waterbury Public Schools

236 Grand Street, Waterbury, CT 06702

It is agreed that the attached Basic Provisions of this Memorandum of Understanding will guide the working relationship between both parties stated above, and that:

The **New Opportunities FGP** representative who will serve as liaison with **Waterbury Public Schools** is:

Name: Vanessa Ortiz Title: FGP Director Telephone: 203-575-4220 Email: Vortiz@newoppinc.org

The **Waterbury Public Schools** representative who will serve as liaison with **New Opportunities FGP** is:

Name: Quineshia Brown-Coles Title: FACE Manager Telephone: 203-346-3520  
Email: quineshia.brown@waterbury.k12.ct.us

Conditions of this Memorandum of Understanding may be amended or terminated in writing at any time at the request of either party. It will be reviewed at least every three (3) years to permit needed changes. This Memorandum of Understanding contains all the terms and conditions agreed upon by the contracting parties. No other understanding, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto.

**Signatures.** By signing this MOU, the Volunteer Station, through its authorized representative, self-certifies that it is a Public or Private Non-Profit, Proprietary Health Care Agency, or Governmental Agency, and meets the requirements necessary to be an AmeriCorps Seniors RSVP Station. This MOU will be in effect, upon dated signatures of the Station's Representative and the RSVP Director, from August 1, 2023 through July 31, 2024.

\_\_\_\_\_  
WPS Representative Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
NOI RSVP Director Signature

\_\_\_\_\_  
Vanessa Ortiz  
Printed Name

\_\_\_\_\_  
Date



Please complete information for each school on Page 4  
**MEMORANDUM OF UNDERSTANDING BASIC PROVISIONS**

Since 1965, the AmeriCorps Seniors Foster Grandparent Program has offered volunteer opportunities for eligible adults to serve as role models, mentors, and friends to children with special and exceptional needs, or who are in circumstances that limit their academic, social, or emotional development.

AmeriCorps Senior FGP volunteers must be age 55 or older, be available to serve from 5 to 40 hours a week, and meet established income eligibility guidelines in order to receive an hourly stipend. Potential volunteers must also submit to criminal record investigations, fingerprinting, and other background checks and/or medical releases as applicable.

**FGP Volunteers are not employees of New Opportunities, Inc. or the Volunteer Station.**

**New Opportunities, Inc. Foster Grandparent Program will:**

1. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the AmeriCorps Seniors Foster Grandparent Program (FGP) Federal Regulations for enrollment in the program.
2. Conduct and document a criminal history check for all volunteers in accordance with the requirements established for a National Service Criminal History Check by the AmeriCorps.
3. Refer volunteers to the Station. Permit and encourage the Volunteer Station to screen volunteers pursuant to established criteria of Volunteer Station.
4. Conduct pre-service orientation and ongoing in-service instruction for volunteers.
5. Instruct volunteers in proper use of volunteer timesheets, reimbursement guidance, and the AmeriCorps Seniors FGP procedures.
6. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by AmeriCorps Seniors FGP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
7. In cooperation with the Elder Services Advisory Council of New Opportunities, Inc.:
  - Arrange for appeals procedure to address problems arising between the volunteer, the Station and/or AmeriCorps Seniors FGP.
  - Cooperate in a review of FGP services if requested.
8. Arrange for an annual FGP volunteer recognition event. Donations will be solicited from the volunteer station to assist with the recognition but volunteer stations are not required to provide funds.
9. Reimburse volunteers for transportation costs between their home and volunteer station in accordance with AmeriCorps Seniors FGP policies and availability of funds.
10. Arrange with the Station for meals and/or snacks, whenever possible, for volunteers on assignment.
11. Provide photo identification for volunteers if not provided by the Station.
12. Arrange for physical exams or completion of medical release forms if applicable.
13. Gather data and statistics on the need for this service and the community impact. This reporting may be used to implement future projects of this nature. This data will be used to report outcomes to AmeriCorps Seniors.
14. Periodically monitor volunteer activity at the volunteer station to assess and/or discuss needs of volunteers and the volunteer station.

**The Volunteer Station will:**

1. Assign children with designated special or exceptional needs to each volunteer.
2. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
3. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
4. Provide site specific and special training (i.e. confidentiality training) to the volunteers as needed.

5. Furnish volunteers with materials required for assignment. These materials may include a station uniform and/or photo I.D. Please note that FGP volunteers are issued a red "Foster Grandparent" vest.
6. Assure adequate health and safety provisions for all volunteers.
7. Investigate and report any accidents and injuries involving FGP volunteers immediately to New Opportunities, Inc. Foster Grandparent Program. All reports shall be submitted in writing within 48 hours of the incident.
8. Specify, either by written information or verbally, that FGP volunteers are participants in the Station's programming in publicity featuring such volunteers. Display an AmeriCorps Seniors placard where it may be viewed by the public.
9. **Plans and Reports:**
  - Child Assignment Plan: The Station staff will complete a Child Assignment Plan (template provided by the sponsor) for each volunteer and for each child served. The sponsor's representative, and the volunteer must sign the written assignment plan that: identifies the children to be served (an anonymous identifier is acceptable), the need(s) of each identified child, and the role and activities of the volunteer. This plan is to be developed for use by and for the benefit of the volunteer, and to show the impact of the assignment.
  - Timesheets: Report volunteer hours on a monthly basis on or before 5th of the following month (Insurance coverage is only effective with verified records of hours served.)
  - Progress Reports: Stations are requested to complete a short bi-annual survey provided by AmeriCorps Seniors FGP documenting the impacts of services provided by volunteers.
  - Volunteer Performance Evaluations: For each assigned volunteer, Stations are required to complete an annual performance evaluation using the template provided by the sponsor.
10. AmeriCorps Seniors FGP must meet a local match of 10% through in-kind and/or cash contributions. Please complete the Pledge amounts below and ensure that the value of the meals, other in-kind donations, and/or cash contributions are not funded with other federal resources, unless those federal resources are authorized by federal law or regulation to be applied as part of the non-federal share of a federal grant.

**In-Kind Donations (per volunteer):**

Value of a daily meal: \$ 4.50

Value of a daily snack: \$ 1.50

**Other Provisions**

1. **Separation from Volunteer Service:** The Station may request the removal of a volunteer at any time. A volunteer may withdraw from service at the Station or from the FGP at any time. The FGP staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.
2. **Religious/Political Activities:** While the AmeriCorps Seniors volunteers are on duty, the Station will not request or assign them to conduct or engage in religious, sectarian, or political activities including, but not limited to, conducting religious education classes or worship services, proselytizing, engaging in voter registration or providing voter transportation to polls, or efforts to influence legislation.
3. **Displacement of Employees:** Ensure that AmeriCorps Seniors volunteers serve in a volunteer capacity. Volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
4. **Compensation:** Neither the station nor FGP will request or receive compensation from the beneficiaries of FGP volunteers. Volunteers will not receive a fee for service from beneficiaries, family members or their legal guardian.
5. **Accessibility and Reasonable Accommodation:** The Station will maintain the programs and activities to which volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency, and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.

6. **Prohibition of Discrimination:** The Station will not discriminate against volunteers, service beneficiaries, or in the operation of its program on the basis of race, color, national origin including individuals with limited English proficiency, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service.
7. **Diversity, Equity, Inclusion and Accessibility:** It is the policy of NOI to commit to fostering, cultivating, and preserving a culture of diversity and inclusion with our staff members, volunteers, and customers.
8. **Termination of MOU:** This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU shall be reviewed at least every three years by the Parties.

Please complete for each school:

**School Information / Volunteer Supervisor** authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations:

<i>Authorized Volunteer Supervisor Signature/Title</i>	<i>School Name / Address</i>

<i>Email</i>	<i>Telephone</i>	<i>Date</i>

Additional School Representatives authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations:

<i>Printed Name / Title</i>	<i>Email</i>	<i>Telephone</i>

<i>Printed Name / Title</i>	<i>Email</i>	<i>Telephone</i>

<i>Printed Name / Title</i>	<i>Email</i>	<i>Telephone</i>

<i>Printed Name / Title</i>	<i>Email</i>	<i>Telephone</i>

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date 8/23/2023**

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

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

New Opportunities, Inc.  
New Opportunities Economic Development Corp.  
Camelot Limited Partnership  
Camelot Foundation, Inc.  
Camelot Center, Inc.  
Community-Wide Investment  
North Square Development  
William Rybczyk  
232 North Elm St.  
Waterbury, CT

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

Very truly yours,

*Nancy J. Olson*

NJO/wmf


Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury



### EXECUTIVE SUMMARY

**DATE:** September 27, 2023

**TO:** Honorable Board of Education Commissioners  
Honorable Board of Aldermen Members

**FROM:** Nicholas J. Albini, Chief Operating Officer 

**RE:** Contract for RFP #7211 Architectural and Engineering Design Services with Friar Architecture, Incorporated for Elevator Additions at Driggs, Tinker, Generali and Wilson

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The Education Department respectfully requests your review and approval of an architectural and engineering design services contract for elevator additions at Driggs, Tinker, Generali and Wilson Elementary Schools in the amount of \$319,000. The project will be funded through the Capital budget. The contract was initiated under the Request for Proposal process (RFP#7211) in which three responses were received. Of the three, Friar Architecture, Incorporated (Friar) was deemed the most qualified.

The project consists of architectural and engineering design services for elevator additions at four elementary schools (Driggs, Generali, Tinker and Wilson), including project administration and management, pre-design, site development, mechanical, electrical and civil design, materials research, bidding services and selective demolition services. All services will be completed by August 31, 2024. Friar has an extensive list of projects successfully completed with the Education Department and is highly recommended for this project.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your continued assistance on this matter.

Attachment

c: Doreen Biolo, Mikal Konopka, File

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7211

For

Architectural / Engineering Design Services For School Elevator Additions At Driggs Elementary School, B.W. Tinker Elementary School, Margaret M. Generali Elementary School, And Wilson Elementary

between

The City of Waterbury, Connecticut

and

Friar Architecture Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and FRIAR ARCHITECTURE INC., located at 21 Talcott Notch Road, Farmington, Connecticut, a State of Connecticut duly registered corporation (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City through the State of Connecticut, Department of Administrative Services (DAS), Office of School Construction Grants and Review (OSCG&R); and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7211 for architectural / engineering design services for elevator additions at Driggs Elementary School, B.W. Tinker Elementary School, Margaret M. Generali Elementary School, and Wilson Elementary School; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7211;  
and \_\_\_\_\_

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

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

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



**1.1.** The Project consists of and the Contractor shall provide architectural / engineering design services for elevator additions at Driggs Elementary School, B.W. Tinker Elementary School, Margaret M. Generali Elementary School, and Wilson Elementary School, including but not limited to:

- ☐ project administration and management services
- ☐ pre-design services
- ☐ site development services
- ☐ architectural design / documentation
- ☐ mechanical design / documentation
- ☐ electrical design / documentation
- ☐ civil design / documentation
- ☐ special design / documentation
- ☐ materials research / specifications
- ☐ bidding services
- ☐ contract administration
- ☐ selective demolition services

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

- 1.1.1** The City's solicitation documents, RFP No. 7211 (attached hereto)
- 1.1.2** Friar Architecture Inc. Cost Proposal dated May 12, 2022 (attached hereto)
- 1.1.3** Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.4** Certificates of Insurance, incorporated by reference
- 1.1.5** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.6** All Required Licenses

**1.2.** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Friar Architecture Inc. Cost Proposal dated May 12, 2022 (attached hereto).
- 1.2.3 The City's solicitation documents, RFP No. 7211.
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

**2. Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, 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 these.

**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 by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

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

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. 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 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.

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

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. 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, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

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

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

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

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

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

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

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

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

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service 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.

**5. Contract Time.** The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate August 31, 2025 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work 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 Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**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.

Compensation for the Contractor's services shall not exceed Three Hundred Nineteen Thousand dollars (\$319,000.00), as follows:

Driggs Elementary School:	\$79,750.00
Tinker Elementary School:	\$79,750.00
Margaret M. Generali Elementary School:	\$79,750.00
Wilson Elementary School:	<u>\$79,750.00</u>
Total:	\$319,000.00

The compensation shall be paid in conformity with the Friar Architecture Inc. Cost Proposal dated May 12, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

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

**6.1.1** 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 becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

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

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7211 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 Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

## **8. Indemnification.**

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



employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or 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 Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

**8.4.** 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.

**8.5.** 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.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 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 that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The

A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, 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.

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

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

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

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

**9.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit  
each accident any auto, all owned and hired autos

**9.4.3 Professional Liability Insurance: \$1,000,000.00** each wrongful act.  
**\$1,000,000.00** aggregate limit  
Professional liability (also known as, errors and omissions) insurance providing  
coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.4 Workers' Compensation:** Statutory Limits within the State of  
Connecticut: Employers' Liability:  
EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**  
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00** per occurrence, **\$1,000,000.00** aggregate

**9.5. 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.

**9.6. 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.

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

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

**10. 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 ACT*;

*COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the 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 proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

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

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the

provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made 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 rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. 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 or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, 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.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, 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 giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** 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.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice 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.

**13.3. 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 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 in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 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.

**13.3.2 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 fourteen (14) calendar 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.

**13.3.3 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. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 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 documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide 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 to the City which the Contractor 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 documents, data, studies, reports, specifications, deliverables, etc. 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 agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (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 documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The 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 Work.

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

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

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the 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).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

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

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

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

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. 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 work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. 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.

**18. 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 as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. 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.

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

**22. 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. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. 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.

**24. 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.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.

**25.2.** Notwithstanding the foregoing, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7211** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7211**.

**26.1. 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.

**26.2. 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.

**27. 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.

**28. Binding Agreement.** 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.



**29. 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.

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

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or 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: Friar Architecture Inc.  
21 Talcott Notch Road  
Farmington, CT 06032

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

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

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** 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.

**32.2.** 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.

**32.3.** 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 Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** 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.

**32.5.** 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.

**32.6.** 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 32.6., 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 32.6. 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.

**32.7.** 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 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** 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.

**32.10.** 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:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances *Revised 12/31/19*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** 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.

**32.12.** 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.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. 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.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein 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.

**(signature page follows)**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

Print name: \_\_\_\_\_

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

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Print name: \_\_\_\_\_

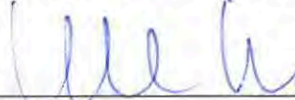
Date: \_\_\_\_\_

**WITNESSES:**

**FRIAR ARCHITECTURE INC.**

Sign: 

Print name: Keith D. Pica

By: 

Michael A. Sorano

Its: President

Sign: 

Print name: Helen Zelen

Date: 9/29/23

---

## ATTACHMENT A

1. The City's solicitation documents, RFP No. 7211 (attached hereto)
2. Friar Architecture Inc. Cost Proposal dated May 12, 2022 (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations, charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document



## CORPORATE RESOLUTION

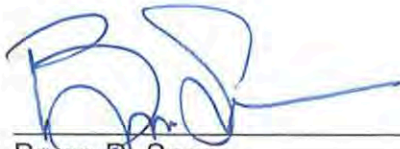
I, Bryce R. Sens, hereby certify that I am the duly elected and acting Secretary of Friar Architecture Inc., a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 29th day of September, 2023.

"It is hereby resolved that Michael A. Sorano is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

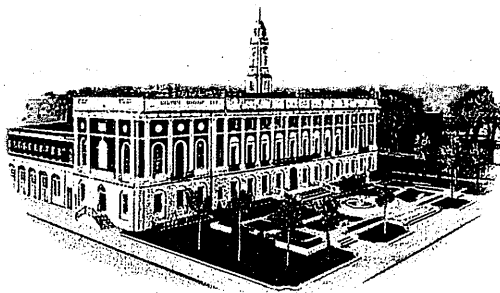
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Friar Architecture Inc. corporation this 29th day of September, 2023.

  
\_\_\_\_\_  
Bryce R. Sens  
Secretary



KEVIN McCaffery  
DIRECTOR OF PURCHASING



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

June 3, 2022

Michael Sorano  
Friar Architecture Inc.  
21 Talcott Notch Road  
Farmington, CT 06032

RFP#: 7211  
Project: Professional Elevator Design Services

Dear Mr. Sorano,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,

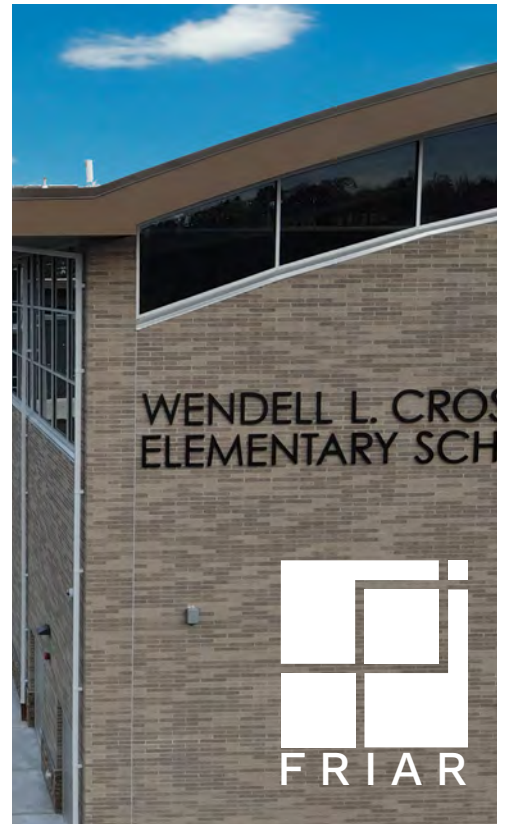
Maureen McCauley  
Assistant Director of Purchasing

# Waterbury

## Driggs, Tinker, Generali & Wilson Elementary Schools

Cost Schedule for Elevat

May 12, 2022





## Proposed Fee - Revision 2

Based on the scope of services outlined in your Request for Proposals, we propose a fixed fee in the amount of **Two Hundred Ninety Thousand Dollars (\$290,000) Base Fee and Twenty Nine Thousand Dollars (\$29,000) Owner's Contingency.**

### Waterbury Elevators Fee Breakdown

		<b>Driggs</b>	<b>Tinker</b>	<b>Generali</b>	<b>Wilson</b>	<b>Total</b>
Pre Design SD/DD	30%	\$21,750	\$21,750	\$21,750	\$21,750	\$ 87,000
CD	40%	\$29,000	\$29,000	\$29,000	\$29,000	\$116,000
Bid	5%	\$ 3,625	\$ 3,625	\$ 3,625	\$ 3,625	\$ 14,500
CA	25%	\$18,125	\$18,125	\$18,125	\$18,125	\$ 72,500
<b>Base Fee</b>		<b>\$72,500</b>	<b>\$72,500</b>	<b>\$72,500</b>	<b>\$72,500</b>	<b>\$290,000</b>
Contingency	10%	\$ 7,250	\$ 7,250	\$ 7,250	\$ 7,250	\$ 29,000
<b>TOTAL</b>		<b>\$79,750</b>	<b>\$79,750</b>	<b>\$79,750</b>	<b>\$79,750</b>	<b>\$319,000</b>

### Billing Terms

Our standard practice is to invoice for services on a monthly basis according to the level of completion of the project at that time. Invoices are normally issued by the first of each month. Please notify us if a special billing schedule is required for your project for planning and/or approval purposes. Payment is due 30 days from the invoice date. We are prepared to negotiate the fee and scope of our services as reasonable to work within your budget restrictions.

Authorized for up to 60 days by:



5/12/2022

Michael A. Sorano, AIA, Vice President

Date





## Current Rates

### Current Hourly Billing Rates

Any additional in-house services not included in the owner / architect contract will be negotiated as a separate fixed fee or billed hourly according to our billing rate schedule. We will maintain these hourly billing rates during the course of your project. Any charges, such as surveys, testing fees and additional consultant services that are not included in this proposal will be billed as reimbursable expenses and/or negotiated as needed.

<b>Architectural Fees</b>	Per Hour
Principal	\$195
Associate	\$150
Senior Project Manager	\$135
Project Architect / Project Manager	\$120
Architectural Project Leader	\$110
Architectural Designer	\$100
Intern	\$95
AutoCAD Operator	\$95
<b>Interior Design Fees</b>	Per Hour
Senior Interior Designer	\$135
Interior Design Project Manager	\$120
Designer	\$95
Intern	\$80
<b>Support Personnel Fees</b>	Per Hour
Administrative	\$85

### Current Reimbursable Expense Rates

We will not charge for travel, telephone or mailing costs incurred on behalf of this project. With the exception of the fixed rates listed below for in-house printing, we will invoice for expenses with a 10 percent handling charge. For our exempt clients, any printing costs are billed at cost less taxes.

#### In-House Printing Charges

##### Large Format

##### Black & White Prints

24 x 36 Prints of Drawings \$1.20 / sheet

30 x 42 Prints of Drawings \$1.75 / sheet

##### Color Prints

24 x 36 Prints of Drawings \$3.00 / sheet

30 x 42 Prints of Drawings \$3.50 / sheet

##### Small Format

##### Black & White

8-1/2 x 11 copies (plain paper) \$0.10 / sheet

11 x 17 copies (plain paper) \$0.20 / sheet

8-1/2 x 11 copies (+ quality paper) \$0.15 / sheet

11 x 17 copies (+ quality paper) \$0.25 / sheet

##### Color

8-1/2 x 11 copies (plain paper) \$0.30 / sheet

11 x 17 copies (plain paper) \$1.00 / sheet

8-1/2 x 11 copies (+ quality paper) \$.55 / sheet

11 x 17 copies (+ quality paper) \$1.25 / sheet

#### Scans & Presentation Boards

Scans (large format) cost per sheet \$2.50 each

Foam presentation boards \$12.00 each

#### Travel

Mileage Not to exceed  
IRS Standard  
Mileage Rate

Tolls, Meals, Lodging, Cost plus  
Transportation 10% handling  
charge

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023)**  
**Persons or Entities Conducting Business with the City**

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

**A. Contracts (with Associated Purchase Orders)**

No Contracts with the City

☐

Architectural Services: Bunker Hill ES & Washington ES – Elevators  
(Service or Commodity Covered by Contract)

PO No. 197756 (Bunker Hill ES) & 197741 (Washington ES)  
(Term of Contract)

Architectural Services: Kennedy / Crosby / Wilby / West Side / Rotella / Waterbury Arts  
Auditorium Upgrades

(Service or Commodity Covered by Contract)

PO No. 203222 / 203221 / 203223 / 203224 / 203225 / 203226  
(Term of Contract)

Architectural Services: Community Health Center

(Service or Commodity Covered by Contract)

PO No.: 214712

(Term of Contract)

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023)  
Persons or Entities Conducting Business with the City

B. Purchase Order(s). – **SEE CONTRACTS SECTION A.**

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

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

☒

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

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

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

I have read and agree to the above certification.

Friar Architecture Inc.  
(Name of Company, if applicable)



\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

9/29/23  
Date

Michael A. Sorano, President  
Print or Type Name and Title (if applicable)

	Email	<input checked="" type="checkbox"/>	
DELIVERED	By Mail	<input type="checkbox"/>	Hand-Delivered <input type="checkbox"/>



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

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

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

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

**Certification**

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

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

Friar Architecture Inc.  
21 Talcott Notch Road  
Farmington, CT 06032

Print Name and Title of Authorized Representative:

Michael A. Sorano, President

Signature of Authorized Representative:

Date:

9/28/23



## CITY OF WATERBURY

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

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

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

State of Connecticut

SS: Farmington

County of Hartford

Michael A. Sorano, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** President of Friar Architecture Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

## CITY OF WATERBURY

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

## CITY OF WATERBURY

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

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

	Name	Title	DOB	Stock %
1	Michael A. Sorano	President	02-27-64	40
2	Robert W. Roach	Vice President	01-04-71	40
3				
4				

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

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

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1			
2			
3			
4			

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

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

**For Partnership or LLC**

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

**For Corporation**

Attest (Witness)

Friar Architecture Inc.

(Corporate Principal – Printed Name)

21 Talcott Notch Road, Farmington, CT 06032

(Business Address)

Affix  
Corporate  
Seal

Friar Architecture Inc.

(Name of Corporation)

By: Michael A. Sorano

(Signature of Authorized Corporate Officer)

Its: President

(Title)

State of Connecticut )

) SS Farmington

County of Hartford )

Michael A. Sorano



deposes and says that he/she is President of Friar Architecture Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 29th day of September 2023.

Keith D. Picz

(Notary Public)

My Commission Expires: 10/31/27





# **WATERBURY**

**PUBLIC SCHOOLS**

*Nicholas J. Albini*

*Chief Operating Officer*

*(203) 346-2340*


*nalbini@waterbury-kt2.ct.us*

**#11**

## **MEMORANDUM**

**DATE:** September 25, 2023

**TO:** Honorable Board of Education Commissioners  
Honorable Board of Aldermen Members

**FROM:** Nicholas J. Albini, Chief Operating Officer 

**RE:** Executive Summary for Amendment #2 to the Construction Contract for International Dual Language School Boiler Replacement with Sarracco Mechanical Services, Incorporated

Sarracco Mechanical Services, Inc. was awarded the contract for Boiler System Replacement, which includes furnishing and installing a new heating system, as well as the installation of new controllers for the Building Management System (BMS), at the International Dual Language School. The contract was awarded on March 9, 2023 and initiated under RFP#7516. The funding source is the Elementary and Secondary School Emergency Relief Fund (ESSER II). The initial agreement amount was \$1,067,270 and is based on a predetermined scope of work. This amount does not include any allowances, contingencies or change orders.

Amendment #1 established an owner controlled contingency in the amount of \$53,000 to facilitate the timely approval of contractor change order requests resulting from unexpected expenses that may arise during the course of construction. Amendment #1 increased the total contract amount to \$1,120,270. The funding source was the Elementary and Secondary School Emergency Relief Fund (ESSER II).

As per amendment #2, we are respectfully requesting to increase the owner controlled contingency in the amount of \$125,000 and to extend the contract end date to December 31, 2023 in order to complete the additional proposed contingency services. Amendment #2 would increase the contingency amount to \$178,000. Anticipated contingency expenses include design enhancement of the heating/boiler system to make it operate more efficiently and effectively. Items include additional controls, a recirculating heat pump for the second and third floors, patching existing steam pipe holes and thermostat replacements for proper system function. All contractor change order requests will be carefully reviewed and evaluated by the architect/engineer of record (AI Engineering), program manager (KBE) and BOE designated project owner representative. Amendment #2 will increase the total contract amount to \$1,245,270. The funding source will be the Elementary and Secondary School Emergency Relief Fund (ESSER II).

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

c: Mike Konopka, Dave Heavener, Jake Schick, Amy Hunihan

**AMENDMENT 2**  
**to**  
**Construction Contract**  
**for**  
**International Dual Language School Boiler Replacement**  
**between**  
**City of Waterbury**  
**and**  
**Sarracco Mechanical Services, Inc.**

**THIS AMENDMENT NUMBER 2**, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **SARRACCO MECHANICAL SERVICES, INC.**, located at 61 Mattatuck Heights, Waterbury, Connecticut, a duly registered Connecticut corporation (the "Contractor", collectively with the City, the "Parties").

**WHEREAS** the parties executed an Agreement (the "Agreement"), effective March 9, 2023 (the "Effective Date"), relating to **Request for Proposal ("RFP") No. 7516**, titled International Dual Language School Boiler Replacement (the "Project");

**WHEREAS** pursuant to Amendment 1, effective June 29, 2023, the Parties amended the Agreement to increase the Total Contract Amount to **ONE MILLION ONE HUNDRED TWENTY THOUSAND TWO HUNDRED SEVENTY DOLLARS (\$1,120,270)** to include an Owner Controlled Contingency provision and associated amount totaling **FIFTY THREE THOUSAND DOLLARS (\$53,000)** to be used for additional work and services required at the Project; and

**WHEREAS** the Parties seek to amend further the Agreement to increase the Total Contract Amount and the Owner Controlled Contingency provision to be used for additional work and services required at the Project.

**NOW THEREFORE**, the parties hereby agree and covenant to amend further the Agreement as follows:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein.
2. The Parties agree to amend the Agreement by this Amendment 2 to increase the Total Contract Amount and the Owner Controlled Contingency.
3. **Section 6 Compensation** shall be amended such that **Section 6.1. Fee Schedule** is deleted and replaced with the following **Section 6.1** (inclusive of **Section 6.1.1**), which shall provide as follows:

**6.1. Fee Schedule.** Subject to retainage, limitations, etc. set forth below Section 6, the fee payable to the Contractor shall not exceed **ONE**



**MILLION TWO HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED SEVENTY DOLLARS (\$1,245,270)** (hereafter referred to as "Total Contract Amount") with the basis for payment of the Base Payment being Contractor's Price Proposal set forth in Attachment A, which is summarized below and inclusive of the required payment and performance bonds:

- i. Base Payment for all services set forth in Contractor's Price Proposal referenced in Section 1.1.3..... \$1,067,270; and
- ii. Owner Controlled Contingency as governed by **Section 6.1.1** below.....\$178,000.

**6.1.1 Owner Controlled Contingency.** At the sole discretion and control of the City, the Contingency amount as set forth in Section 6.1(ii) of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (see Section 27), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

- 4. Unless amended hereto, all other terms, conditions and provisions of the Agreement and Amendment 1 shall remain in full force and effect and binding upon the parties.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties hereto execute this Amendment Number 2 on the dates signed below.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**CITY OF WATERBURY**

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

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

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**SARRACCO MECHANICAL  
SERVICES, INC.**


By: \_\_\_\_\_  
Jamie Sarracco, President

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

**MEMORANDUM**

**DATE:** September 22, 2023

**TO:** Honorable Board of Aldermen Members  
Honorable Board of Education Commissioners

**FROM:** Nicholas J. Albini, Chief Operating Officer 

**RE:** Executive Summary for Construction Contract for RFP#7750 for the Removal and Replacement of Playscape at Carrington Elementary School with Dayton Construction Company, Incorporated

The Education Department respectfully requests your review and approval of a contract for removal and replacement of the playscape area at Carrington Elementary School in an amount not to exceed \$1,838,434.50, which includes \$87,544.50 for an owner-controlled contingency to facilitate the timely approval of the contractor change order requests resulting from unexpected expenses that may arise during the course of the construction. All contractor change order requests will be carefully reviewed and evaluated by the architect/engineer of record, program manager and BOE designated project owner representative. The project is funded through the American Rescue Plan Elementary and Secondary School Emergency Relief Fund (ARP/ESSERIII) and aligns with the grant priority for Building Safe and Healthy Schools. The contract was initiated under the Request for Proposal process (RFP #7750) in which two responses were received. Of the two, Dayton Construction Company, Incorporated has been deemed the most qualified bidder.

The project consists of removing the existing playground, chain link fencing, and parking lots to create a new site for learning opportunities at Carrington School as well as public park activities and playground by furnishing park equipment and new playground. Contract work includes a pre-fabricated shade structure and restrooms, and irrigation installations for storm drainage, water and sewer. The project shall be completed before the start of the 2024-2025 school year and will be managed by KBE in collaboration with the School Inspector's Office and the Department of Public Works.

Dayton has an extensive list of projects successfully completed with the Public Works and Water Departments and comes highly recommended for this project. The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

c: Dave Heavener, Amy Hunihan, Mike Konopka, Mark Lombardo

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**Construction Contract  
for  
RFP 7750  
Removal and Replacement of Playscape  
at  
Carrington Elementary School  
between  
City of Waterbury  
and  
Dayton Construction Company, Inc.**

**THIS CONTRACT**, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **DAYTON CONSTRUCTION COMPANY, INC.**, located at 146 Bunker Hill Avenue, Watertown, Connecticut, a duly registered Connecticut corporation (the "Contractor").

**WHEREAS** the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7750** for the removal and replacement of the playscape and other related work at Carrington Elementary School (the "Project"; and

**WHEREAS** the City accepted the Contractor's bid for **RFP No. 7750**; and

**WHEREAS** the City desires to obtain the Contractor's services for the Project pursuant to the terms set forth in this Contract.

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

**1. Scope of Services.** The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as the "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

**1.1.** The Project consists of the removal and legal disposal of the Carrington Elementary School playscape and the replacement of same in accordance with Project's plans and specifications, all of which is more particularly detailed and described in the Bid Documents in **Attachment A**. **Attachment B** includes the **ARPA/ESSER** (both defined below) required contract provisions and, along with **Attachment A**, are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as

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noted below, and all are made a part hereof:

- 1.1.1 City's **RFP No. 7750**;
- 1.1.2 Addendum 1 to **RFP No. 7750** (attached hereto);
- 1.1.3 Contractor's Price Proposal (revised), dated September 13, 2023, consisting of 2 pages (attached hereto);
- 1.1.4 Contractor's Response with associated attachments to **RFP No. 7750**, submitted August of 2023, consisting of 59 pages (attached hereto);
- 1.1.5 "City of Waterbury, Board of Education, **RFP No. 7750**, Scope of Services" (also referred to as "Technical Specifications"), which is 392 pages and are accessible through the link contained in **RFP No. 7750**;
- 1.1.6 "Site Map" with List of Drawings prepared by SLR consisting of 33 pages, which are accessible through the link contained in **RFP No. 7750**;
- 1.1.7 State of Connecticut Prevailing Wage Schedule dated July 25, 2023, and related information, consisting of 9 pages (attached hereto and as otherwise incorporated by reference);
- 1.1.8 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- 1.1.9 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.10 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.11 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances, including those required for the American Rescue Plan Act of 2021 ("**ARPA**") and the two Elementary and Secondary School Emergency Relief Fund programs (collectively, "**ESSER**") to the extent the Project receives funding from same, are incorporated by reference, as well as Attachment B, titled "**CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021**", which are attached hereto as **Attachment B**; and
- 1.1.13 All applicable permits and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument (including **Attachment B**) are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
- 1.2.2 Contract Amendment(s) and Change Orders;



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- 1.2.3 This Contract;
- 1.2.4 Addendums to **RFP No. 7750**;
- 1.2.5 **RFP No. 7750** including City of Waterbury, Board of Education, **RFP No. 7750**, Scope of Services/Technical Specifications;
- 1.2.6 Contractor's Price Proposal;
- 1.2.7 Contractor's Response; and
- 1.2.8 Drawings.

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

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide 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:



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**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 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 **RFP No. 7750** (collectively, the "Bid Documents");

**3.1.7.** it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

**3.1.8.** it has carefully studied 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,

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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 Contractor 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 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

**3.5. Cleaning Up.** The Contractor shall always 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

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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 always 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 under 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.

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**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 like 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 (including KBE Building Corporation) to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

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

**3.15. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present.** For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Contractor shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

**3.16. Criminal Background Check and DCF Registry Check.** The Contractor shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student's while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City, that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have contact with a student. The contractor agrees the "direct contact" shall include the contractor and its employees providing services under this contract if said services



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are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

**3.17. ARPA/ESSER.** The Contractor possesses the knowledge and understanding of **ARPA** and **ESSER** and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by it

**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; initially, the Department of Education's School Inspector's Office and KBE Building Corporation are so designated.

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

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **two hundred forty (240) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **two hundred seventy (270) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

**5.1. Attachment C** is the Project's schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

**5.2. Delay Damages**

**5.2.1** Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and

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agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

**5.2.1.1** The Contractor shall pay to the City the sum of the greater of **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

**5.2.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due to the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

**5.3 No Damage for Delay**

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

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all 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.



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**6.1. Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE MILLION EIGHT HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED THIRTY-FOUR AND 50/100 DOLLARS (\$1,838,434.50)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

- i. \$1,750,890.00 (Base Payment); and
- ii. \$87,544.50 (Owner Controlled Contingency subject to Section 6.1.1).

**6.1.1 Owner Controlled Contingency.** At the sole discretion and control of the City, the Contingency amount as set forth in Section 6.1 above shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (see Section 27), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

**6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

**6.3. Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

**6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

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**6.3.2** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Contractor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

**6.4. Bid Costs.** All costs of the Contractor in preparing its bid for **RFP No. 7750** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

**6.5. Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all the foregoing payment obligations have been fully completed.

**6.6. Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fees.

**6.7. Attorney's Fees and Costs.** The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

**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

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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 cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide, at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

**6.10.2** Progress and Final Payments

The City will make progress payments on account of the Contract Price based on the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be based on 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, subject to reasonable monetary holdback for punch list items.

**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 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 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 and assign same to the City and the City shall avail itself of same to the fullest extent provided by the terms thereof. The Contractor's foregoing warranty

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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.** The City's 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 worksite and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project worksite without securing the prior written consent of an authorized City Using Agency employee.

**9. Indemnification.**

**9.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Contractor's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

**9.2.** In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor ,



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any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**9.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

**9.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

**9.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**9.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

**10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

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## **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 and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees 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, always 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 hired & non-owned autos.



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

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

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

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

**11.4.5 Builder's Risk Insurance:** coverage equaling the monetary value of the construction components of the Project, including the equipment stored at Contractor's place of business prior to installation. "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 equipment and 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 all subsequent Contract changes. This insurance shall include the interests of the City and its departments and boards, KBE Building Corporation, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

**11.4.6 Contractors Pollution Liability Insurance:** **\$1,000,000.00** each claim, **\$1,000,000.00** aggregate coverage. 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 and KBE Building Corporation 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.

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**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 KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk 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.

**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.

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**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. Stat. 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, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

**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.



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**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 specified herein. 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. Contractor Corrective 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 corrective action to insure that applicants with job-related

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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

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manner prohibited by the laws of the United States or of the State of Connecticut, and 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:



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- 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

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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.

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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 to the City, as liquidated damages, because 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

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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. Place Holder.**

**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 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 if sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has



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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. Regarding 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,

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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, one or 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.

**17.3** 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



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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 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 at 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.

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**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.**

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i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period 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.

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**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **RFP No. 7750** and (ii) the Contractor's Bid response to **RFP No. 7750**, dated August of 2023. 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 because 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 all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**30. Binding Contract.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

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

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

**33. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:	Dayton Construction Company, Inc.
	146 Bunker Hill Road
	Watertown, CT 06795



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City: City of Waterbury  
Corporation Counsel's Office  
Third Floor  
City Hall  
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 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.

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**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 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



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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 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:

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- 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 and (ii) Final Completion.
- 35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 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.

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- 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: School Inspector's Office, Department of Education.

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:

DAYTON CONSTRUCTION  
COMPANY, INC.

**FINAL CONSTRUCTION CONTRACT** for Playground Upgrades  
at Carrington Elementary School RFP No. 7750

**JPY 9.20.23**

\_\_\_\_\_

By: \_\_\_\_\_  
Matthew C. Dayton, Pres.

\_\_\_\_\_

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

**JPY 9.20.23**

**ATTACHMENT A**



**REQUEST FOR PROPOSAL  
#7750  
BY  
THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION  
FOR  
REMOVAL AND REPLACEMENT OF PLAYScape  
AT  
CARRINGTON ELEMENTARY SCHOOL**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking proposals from the third parties ("Proposer" or "contractor", depending on context) for the removal and replacement of the playscape at Carrington Elementary School(hereinafter "Project") with the intention of entering into a contract for the furnishing of all labor, materials, tools, and equipment necessary to execute and properly finish the Project, as more fully detailed and described herein.

Please find the link to all pertinent documents (drawings and specifications for the Project):

[\*\*CARRINGTON PARK - Construction Docs\*\*](#)  
[\*\*CARRINGTON PARK - Specifications\*\*](#)

**A. Background and Intent**

The Waterbury Board of Education (the "BOE") is seeking to engage a qualified contractor to provide **ALL** Demolition and **ALL** new work for the Project Waterbury Public Schools plans to award a contract for requested services as detailed in this RFP.

The BOE is the recipient of Secondary School Emergency Relief ("ESSER") funds being passed through the Connecticut State Department of Education. The BOE anticipates a portion of the ESSER funding will be appropriated by the BOE for the Project..

**B. Qualifications**

Eligible Proposers will be those consultants, businesses, and institutions possessing the following qualifications:

1. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services. Provide a minimum of three (3) examples of projects by which the Proposer believes satisfies this qualification.
2. Experience on school construction projects of similar scope and technical requirements within the last five (5) years. Specifically, experience working with the Connecticut Department of Administrative Services ("DAS"), Office of School Construction Grants and Review ("OSCG&R") and a thorough understanding of policies and procedures with school construction grants.
3. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services.



4. Adequate staff/employees to perform/complete the work in a timely manner.
5. Knowledge of, and compliant with, all applicable federal and state laws and regulations governing the services to be provided under this RFP.
6. At the time of contract award has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the contract term, plus any extensions thereof, and to conduct all such services in a regulatory compliant and reliable manner.
7. Provide a minimum of three (3) examples of projects by which the Proposer believes satisfies the above qualifications.

## **C. Scope of Services**

### **I. Scope of Project**

1. **Project – Complete Removal and Replacement of Playscape at Carrington School listed above, as required by the contract documents, included but not limited to the following:**
  - a. All General Requirements.
  - b. All Abatement
  - c. All Concrete Work
    - Pre-Cast Restrooms
  - d. All Masonry
  - e. All Metal
  - f. All Woods, plastics and composites
    - See Contract documents for Timbew Overlook
  - g. All signage
  - h. All Equipment
  - i. All Plumbing
  - j. All Electrical
  - k. All HVAC
  - l. All Exterior Improvements Work
  - m. All Existing utility coordination
2. Removal and legal disposal of all packing materials, crating and other materials used for delivery and installation.
3. Repair, clean, and turn over all impacted existing to remain areas to proper functioning condition.
4. All warranty, close-out, commissioning, or maintenance of equipment as indicated in drawings and specifications.
5. **ADD ALTERNATE:** contractor shall include an add alternate pricing for Irrigation system as shown on Contract drawings.

## **D. Agreement Period**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be eight (8) months from issuance of the notice to proceed.

## E. Insurance

The respondent shall provide insurance as set for in **Attachment D** 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 category as shown in the most current A.M. Best Company rating. General Information.

## F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **There will be a mandatory information session with respect to this RFP on August 9, 2023 at 10:00 AM at Carrington Elementary School, 24 Kenmore Ave, Waterbury, CT 06708. ATTENDANCE AND ON-TIME SIGN IN AT THE INFORMATION SESSION IS MANDATORY. THOSE LATE/NOT ATTENDING WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.**
3. [ Proposers must sign the items and any forms included in **Attachment A** -Contract Compliance Packet.
4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on August 14, 2023**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by 2:00 PM on August 17, 2023**. It shall be the responsibility of the Proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

## G. Management

Any contract or purchase order resulting from this RFP will be managed by The City of Waterbury School Inspector's Office and KBE Building Corporation.

## H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City.

- Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
  3. The City will ultimately determine the timing and sequence of events resulting from this RFP.
  4. The Proposer agrees that the proposal will remain valid for a period of **ninety (90) days** after the closing date for the submission and may be extended beyond that time by mutual agreement.
  5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendments; may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
  6. The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the Project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the Proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
  7. All subcontractors hired by the Proposer awarded a contract or purchase order as a result of this RFP must have prior approval from the City prior to and during the agreement period.
  8. Any costs and expenses incurred by Pproposers in preparing or submitting proposals are the sole responsibility of the Proposer.
  9. A Proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
  10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the Proposer's sole cost and expense. The final price and

scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible Proposers.

11. The Proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, Proposers may have to give presentations or further explanations to any RFP selection committee established by the City.
12. The Proposer represents and warrants that the proposal is not made in connection with any other Proposer and is in all respects fair and without collusion or fraud. The Proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance and that no agent, representative or employee of the City participated directly in the Proposer's proposal preparation.
13. All responses to the RFP must conform to instructions. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format or fail to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The Proposer must accept the City's standard agreement language. **See Attachment B.**
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the Proposer and the City and will supersede all prior negotiations, representations, or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful Proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the Proposer and the Mayor.

#### **I. Proposal Requirements & Required Format**

One original (clearly identified as such) and **five (5)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on August 24, 2023.**

Mr. Kevin McCaffery,  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Room 103  
Waterbury, CT 06702

**Proposals** submitted must be bound, paginated, indexed and numbered consecutively.



Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the Proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in **Attachment C**, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in **Attachment C**, Proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in the verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below; at the City's discretion, failure to do so may result in disqualification.

1. **Proposer Information.** Please provide the following information:
  - a. Firm Name;
  - b. Permanent main office address;
  - c. Date firm organized;
  - d. Legal Form of ownership. If a corporation, indicate where incorporated.
  - e. How many years have you been engaged in services you provide under your present name?; and
  - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.
2. **Experience, Expertise and Capabilities**
  - a. **Philosophy Statement and Business Focus.** A statement of the Proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus;
  - b. **Summary of Relevant Experience.** A listing of all projects that the Proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
    - Organization name and the name, title, address and telephone number of a responsible contact person.
    - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
    - For each Project done for a municipality or other government agency, please indicate the gross cost of the agreement.
    - Additionally, please list any contracts or purchase orders in the last three (3) years between the Proposer and any agency of the City of Waterbury;
  - c. **Personnel Listing.** A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area; and

- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.
3. Statement of Qualifications and Work Plan
  - a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this Project.
  - b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
  - c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.
4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, the scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, Proposers must include each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the Proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

**NOTE:** The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to



provide the services being sought about which the City should be aware?

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

## **J. Evaluation of Proposals; Selection Process**

### **1. Evaluation Criteria**

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the Proposer. Background, qualifications, and previous experience of personnel to be assigned to the Project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the Proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the Proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

### **2. Selection Process**

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

## **K. Rights Reserved To The City**

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the

RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

#### **L. Federal, State and Local Employment Requirements**

Contractors 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":

1. The City's Good Jobs Ordinance (Code of Ordinances Chapter 34) applies to this Project. Proposer's attention is further directed to the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance," attached hereto as Attachment B-3; and

2. Wage rates for this Project are subject to the minimum wage rates as per State of Connecticut Labor Department "Prevailing Wage Rates" and Federal Davis-Bacon Act.

#### **M. State Set-Aside Requirements – NOT APPLICABLE.**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with **CONN. GEN. STAT.** §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from 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:

\*\*\*\*\*[.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

#### **N. State DAS Requirements for Construction Projects**

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest

applicable Classification of the work that the subcontractor will complete in the contract. The Proposer must submit, with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The successful contractor and each of its subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

#### **O. Bid Bond**

Each proposal shall be submitted and be accompanied by a Proposal Security in the amount of ten (10) percent of the Total Proposal Price.

#### **P. Performance/Payment Bonds**

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

## **Five (5) Attachment A Documents**

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

## **One (1) Attachment B Document**

- SAMPLE CONTRACT
- AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021

## **One (1) Attachment C Document**

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

## **One (1) Attachment D Document**

- INSURANCE REQUIREMENTS

## **One (1) Attachment E Document**

- PRICING SHEET

## **One (1) Attachment F Document**

- PREVAILING WAGES

## **One (1) Attachment G Document**

- GOOD JOB ORDINANCE

# **ATTACHMENT A**

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

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

**A. Contracts**

**No Contracts with the City**

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**

**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

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

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

=====

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

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

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

I have read and agree to the above certification.

\_\_\_\_\_  
(Name of Company, if applicable)

\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

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

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

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**Certification**

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

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

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

Print Name and Title of Authorized Representative:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

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

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

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

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

State of \_\_\_\_\_

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

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

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

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

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

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

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

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

**CITY OF WATERBURY**  
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**OBLIGATIONS TO THE CITY OF WATERBURY**

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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



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**OBLIGATIONS TO THE CITY OF WATERBURY**

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

<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1			
2			
3			
4			

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

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

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

<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1		
2		
3		
4		

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

**For Partnership/Sole Proprietor**

In presence of:

\_\_\_\_\_  
 Witness

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

**CITY OF WATERBURY**  
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By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

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

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

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

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

**For Corporation**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Signatory

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

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
Name of Authorized Corporate Officer

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

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

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

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

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

### **CORPORATE RESOLUTION**

I, \_\_\_\_\_, hereby certify that I am the duly elected and acting Secretary of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

"It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_ corporation this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Secretary

## **LIMITED LIABILITY COMPANY RESOLUTION**

I, \_\_\_\_\_, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of \_\_\_\_\_, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said \_\_\_\_\_, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Manager/Member

# **ATTACHMENT B**



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**Construction Contract  
for  
RFP 7750  
Removal and Replacement of Playscape  
at  
Carrington Elementary School  
between  
City of Waterbury  
and**

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**THIS CONTRACT**, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and \_\_\_\_\_, LLC, located at \_\_\_\_\_ Connecticut, a duly registered Connecticut limited liability company (the "Contractor").

**WHEREAS** the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7750** for the removal and replacement of the playscape and other related work at Carrington Elementary School (the "Project"; and

**WHEREAS** the City accepted the Contractor's bid for **RFP No. 7750**; and

**WHEREAS** the City desires to obtain the Contractor's services for the Project pursuant to the terms set forth in this Contract.

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

**1. Scope of Services.** The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as the "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

**1.1.** The Project consists of the removal and legal disposal of the Carrington Elementary School playscape and the replacement of same in accordance with Project's plans and specifications, all of which is more particularly detailed and described in the Bid Documents in **Attachment A**. **Attachment B** includes the **ARPA/ESSER** (both defined below) required contract provisions and, along with **Attachment A**, are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the

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Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 City's **RFP No. 7750**;
- 1.1.2 Addendums \_ through \_ to **RFP No. 7750** (attached hereto);
- 1.1.3 Contractor's Price Proposal, dated \_\_\_\_\_, 2023, consisting of one page (attached hereto);
- 1.1.4 Contractor's Response with associated attachments to **RFP No. 7750**, dated \_\_\_\_\_, 2023, consisting of \_\_\_ pages (attached hereto);
- 1.1.5 "City of Waterbury, Board of Education, **RFP No. 7750**, Scope of Services" (also referred to as "Technical Specifications"), which is 392 pages and are accessible through the link contained in **RFP No. 7750**;
- 1.1.6 "Site Map" with List of Drawings prepared by SLR consisting of 33 pages, which are accessible through the link contained in **RFP No. 7750**;
- 1.1.7 State of Connecticut Prevailing Wage Schedule dated June 13, 2023, and related information, consisting of 9 pages (attached hereto and as otherwise incorporated by reference);
- 1.1.8 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- 1.1.9 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.10 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.11 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances, including those required for the American Rescue Plan Act of 2021 ("**ARPA**") and the two Elementary and Secondary School Emergency Relief Fund programs (collectively, "**ESSER**") to the extent the Project receives funding from same, are incorporated by reference, as well as Attachment B, titled "**CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021**", which are attached hereto as **Attachment B**; and
- 1.1.13 All applicable permits and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument (including **Attachment B**) are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. If 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:

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- 1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
- 1.2.2 Contract Amendment(s) and Change Orders;
- 1.2.3 This Contract;
- 1.2.4 Addendums to **RFP No. 7750**;
- 1.2.5 **RFP No. 7750** including City of Waterbury, Board of Education, **RFP No. 7750**, Scope of Services/Technical Specifications;
- 1.2.6 Contractor's Price Proposal;
- 1.2.7 Contractor's Response; and
- 1.2.8 Drawings.

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

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide 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

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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 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 **RFP No. 7750** (collectively, the "Bid Documents");

**3.1.7.** it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

**3.1.8.** it has carefully studied 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;



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**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 Contractor 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 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or Attachment A or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

**3.5. Cleaning Up.** The Contractor shall always 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

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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 always 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 under 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.



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**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 like 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 (including KBE Building Corporation) to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

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

**3.15. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present.** For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Contractor shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

**3.16. Criminal Background Check and DCF Registry Check.** The Contractor shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student's while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City, that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established

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pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have contact with a student. The contractor agrees the "direct contact" shall include the contractor and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

**3.17. ARPA/ESSER.** The Contractor possesses the knowledge and understanding of **ARPA** and **ESSER** and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by it

**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; initially, the Department of Education's School Inspector's Office and KBE Building Corporation are so designated.

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

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **three hundred (300) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **three hundred thirty (330) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

**5.1. Attachment C** is the Project's 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.

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## 5.2. Delay Damages

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

**5.2.1.1** The Contractor shall pay to the City the sum of the greater of **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

**5.2.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due to the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

## 5.3 No Damage for Delay

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

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**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all 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 \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

- i. \$ \_\_\_\_\_ (base payment)
- ii. \$ \_\_\_\_\_ (allowance/alternates); and
- iii. N/A (change orders, if any).

**6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

**6.3. Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1 of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

**6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

**6.3.2** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Contractor's and/or its affiliates real and personal property taxes and other payment obligations to the City.



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**6.4. Bid Costs.** All costs of the Contractor in preparing its bid for **RFP No. 7750** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

**6.5. Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all the foregoing payment obligations have been fully completed.

**6.6. Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fees.

**6.7. Attorney's Fees and Costs.** The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

**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.

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**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 cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide, at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

**6.10.2** Progress and Final Payments

The City will make progress payments on account of the Contract Price based on the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be based on 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, subject to reasonable monetary holdback for punch list items.

**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 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 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 and assign same to the City and the City shall avail itself of same to the fullest extent provided by the terms thereof. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and



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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.** The City's 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 worksite and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project worksite without securing the prior written consent of an authorized City Using Agency employee.

**9. Indemnification.**

**9.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Contractor's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

**9.2.** In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor,

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any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

10. **Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

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## 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 and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees 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, always 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 hired & non-owned autos.

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

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

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

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

**11.4.5 Builder's Risk Insurance:** coverage equaling the monetary value of the construction components of the Project, including the equipment stored at Contractor's place of business prior to installation. "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 equipment and 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 all subsequent Contract changes. This insurance shall include the interests of the City, The Palace Theater Group, Inc., KBE Building Corporation, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

**11.4.6 Contractors Pollution Liability Insurance:** **\$1,000,000.00** each claim, **\$1,000,000.00** aggregate coverage. 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 and KBE Building Corporation 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.



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**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 KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk 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.

**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.

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**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. Stat. 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, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

**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



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Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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

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

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, Conn. Gen. Stat. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

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**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 more than **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, based on 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 specified herein. 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

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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. Contractor Corrective 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 corrective 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

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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 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.



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#### **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.

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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



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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

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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 to the City, as liquidated damages, because 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. Place Holder.**

**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

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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 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 if 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

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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. Regarding 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.



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**16.4.3 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, one or 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.

**17.3** 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 to avoid any delays or interferences with the work of another. Any cost for changes,



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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 at 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.

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**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 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

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products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

**27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

**27.2.3 City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

**27.3. City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

**27.4. Change Orders Governed by the Provisions of this Contract.** All work performed under a Change Order is governed by the provisions of this Contract.

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP No. 7750 and (ii) the Contractor's Bid response to RFP No. 7750, dated \_\_\_\_\_. 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.

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**28.2. Presumption.** This Contract or any section thereof shall not be construed against any party because 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 all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**30. Binding Contract.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

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

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

**33. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:

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

City:

City of Waterbury  
Corporation Counsel's Office  
Third Floor  
235 Grand Street  
Waterbury, CT 06702

**34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.** The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable



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Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether 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



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secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

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

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

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

**34.10** The Contractor hereby acknowledges receipt of a copy of 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"**].

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**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 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.



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- 35.4** City: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5** Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.
- 35.6** Contract Time: The number of days as stated in the Contract to: **(i)** achieve Substantial Completion and **(ii)** Final Completion.
- 35.7** Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 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.

JPY 7.25.23

- 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:** School Inspector's Office, Department of Education.

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:

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

\_\_\_\_\_, LLC

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

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

**JPY 7.25.23**

**ATTACHMENT A**

*Draft -- City Reserves Right to Modify*



JPY 7.25.23

**ATTACHMENT B**

*Draft --- City Reserves Right to Modify*

**JPY 7.25.23**

**ATTACHMENT C**

*Draft --- City Reserves Right to Modify*

**CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT  
FUNDED PROJECTS, DATED JUNE 2021**

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

In addition:

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

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

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Non-Procurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.  
Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.10 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status or disability.

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

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





# **ATTACHMENT C**

## ATTACHMENT C

**KEVIN MC CAFFERY**  
**DIRECTOR OF PURCHASING**  
**235 GRAND STREET, ROOM 103**  
**WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 \_\_\_\_\_ 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Corporate Name

\_\_\_\_\_  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name \_\_\_\_\_  
By: \_\_\_\_\_  
(Title)  
Business Address: \_\_\_\_\_  
(City, State, Zip Code)  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

# **ATTACHMENT D**

## **ATTACHMENT D**

### **INSURANCE REQUIREMENT**

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverages altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

**General Liability:**                   **\$1,000,000 each Occurrence**  
   **\$2,000,000 General Aggregate**  
   **\$2,000,000 Products/ Completed Operations Aggregate**

**Auto Liability:**                   **\$1,000,000 Combined Single Limit each Accident**  
   **Any Auto, All Owned and Hired Autos**

**Workers Compensation:**       **WC Statutory Limits**  
   **Employer Liability (EL)**  
   **\$1,000,000 EL each Accident**  
   **\$1,000,000 EL Disease each Employee**  
   **\$1,000,000 EL Disease Policy Limits**

**Excess/ Umbrella Liability:** **\$3,000,000 each Occurrence**  
   **\$3,000,000 Aggregate**

**Builder's Risk/Installation Floater Insurance:** **Coverage equaling the completed value of the project**

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

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

#### **Wording for Additional Insured Endorsement and Waiver of Subrogation:**

The City of Waterbury, its Board of Education and KBE Building Corporation (all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employee) is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk.



# **ATTACHMENT E**

# ATTACHMENT E PRICING PROPOSAL

## Upgrades to Carrington Park Learning Project

**RFP#7750**

1. Carrington Learning Park (Excluding Pre-Fabricated Restroom – see Item 2)	\$
2. Pre-Fabricated Restroom	\$
GRAND TOTAL	\$
Add Alternate: Irrigation	\$

Estimated Lead Time for Major Equipment: (how many weeks)

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In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount as determined by the City shall govern in determining the TOTAL PROPOSAL PRICE.

The undersigned also agrees that the quantities indicated are for Proposal 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 Proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

---

Social Security Number or Federal Identification  
Number

---

Company Name

---

Signature of Individual or Corporate Name

---

Corporate Officer (if applicable)

# **ATTACHMENT F**

ID#: 23-50653 Connecticut Department of Labor  
Wage and Workplace Standards

State#: FAP#:

As of: July 25, 2023

As of: July 25, 2023

4c) Painters: Steel Only	39.62	24.55
4d) Painters: Blast and Spray	40.62	24.55
4e) Painters: Tanks, Tower and Swing	39.62	24.55
4f) Elevated Tanks (60 feet and above)	46.62	24.55
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)	43.4	32.07+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + 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)	48.28	35.50
----LABORERS----		
8) Group 1: General Laborers and concrete specialist	33.5	25.59
8) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	33.75	25.59
10) Group 3: Pipelayers	34.0	25.59
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	34.0	25.59

As of: July 25, 2023



12) Group 5: Toxic waste removal (non-mechanical systems)	35.5	25.59
13) Group 6: Blasters	35.25	25.59
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	36.5	25.59
Group 8: Traffic control signalmen	20.1	25.59
Group 9: Hydraulic Drills	34.25	25.59
Group 10: Toxic Waste Removers A or B With PPE	36.5	25.59
----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	35.73	25.59 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	34.76	25.59 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	34.76	25.59 + a
15) Form Erectors	35.09	25.59 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		

As of: July 25, 2023

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	34.76	25.59 + a
17) Laborers Topside, Cage Tenders, Bellman	34.65	25.59 + a
18) Miners	35.73	25.59 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	42.22	25.59 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	42.02	25.59 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	40.04	25.59 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	42.81	25.59 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	32.16	30.51 + a
Three Axle Trucks; Two Axle Ready Mix	32.27	30.51 + a
Three Axle Ready Mix	32.33	30.51 + a
Four Axle Trucks	32.39	30.51 + a
Four Axle Ready-Mix	32.44	30.51 + a

As of: July 25, 2023

Heavy Duty Trailer (40 tons and over)	34.66	30.51 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	32.44	30.51 + a
Heavy Duty Trailer (up to 40 tons)	33.39	30.51 + a
Snorkle Truck	32.54	30.51 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	48.37	27.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	48.0	27.80 + a
Group 3: Excavator; 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)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps;	45.92	27.80 + a

As of: July 25, 2023

Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
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)	45.14	27.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	44.67	27.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	44.14	27.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	41.69	27.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	41.69	27.80 + a
Group 12: Wellpoint Operator.	41.61	27.80 + a
Group 13: Compressor Battery Operator.	40.92	27.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	39.54	27.80 + a

As of: July 25, 2023

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
Group 16: Maintenance Engineer.	38.28	27.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	43.46	27.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	40.54	27.80 + a

**\*\*NOTE: SEE BELOW**

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

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76

----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20

*As of:* July 25, 2023

26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

*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*

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. For those without internet access, please contact the division listed below.*

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

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

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

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

As of: July 25, 2023



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.

### **PREVAILING WAGE BID PACKAGE**

- [Prevailing Wage Law Poster](#) (PDF, 97KB)
- [Section 31-53b](#): Construction safety and Health Course. Proof of completion required for employees on public building projects.
  - [Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course](#) (PDF, 20KB)
    - [Notice For All Mason Contractors](#) (PDF, 5KB)
      - [CT General Statute 31-55a](#)
    - [Contractor's Wage Certification Form](#) (PDF, 11KB)
    - [Payroll Certification - Public Works Projects](#)
    - [Information Bulletin - Occupational Classifications](#)
      - [Footnotes](#) (Rev. 07/19) (PDF)



Opportunity ★ Guidance ★ Support



# **THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

## **PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

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

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

**Sec. 31-53b. Worker training requirements for public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (h) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2012, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or, in the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety

and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and Health Administration authorized trainer dated not earlier than five years prior to the date such electrician or plumber begins work on such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1; P.A. 10-47, S. 2; P.A. 11-63, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting “person” for “employee” and adding “or program”, amended Subsec. (c) by adding “or in accordance with Federal Mine Safety and Health Administration Standards” and setting new deadline of January 1, 2009, deleted former Subsec. (d) re “public building”, added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009; P.A. 10-47 made a technical change in Subsec. (a); P.A. 11-63 amended Subsec. (a) by adding provision re supplemental refresher training course for plumbers and electricians subject to Sec. 20-334d, amended Subsec. (c) by adding provisions re regulations and subject matter of refresher training course and refresher training course student completion cards, and made technical changes, effective July 1, 2011.

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;



- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

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

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

***Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.***

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

**Sec. 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, 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 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.

(P.A. 02-69, S. 1.)

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**  
**Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

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

\_\_\_\_\_  
Notary Public

Return to:

Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

*Rate Schedule Issued (Date):* \_\_\_\_\_

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.												PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109					
CONTRACTOR NAME AND ADDRESS:												SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER  POLICY #  EFFECTIVE DATE: EXPIRATION DATE:									
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS																							
PERSON/WORKER, ADDRESS and SECTION		APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION		DAY AND DATE						Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY						
						S	M	T	W	TH	F	S				Total O/T Hours	FICA	FEDERAL WITH- HOLDING	STATE WITH- HOLDING			LIST OTHER					
				Trade License Type & Number - OSHA 10 Certification Number		HOURS WORKED EACH DAY						TOTAL FRINGE BENEFIT PLAN CASH															
												\$ Base Rate	1. \$ 2. \$ 3. \$														
												\$ Cash Fringe	4. \$ 5. \$ 6. \$														
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												\$ Base Rate	1. \$ 2. \$ 3. \$														
												\$ Cash Fringe	4. \$ 5. \$ 6. \$														
12/9/2013		*IF REQUIRED																									
WWS-CP1												*SEE REVERSE SIDE										PAGE NUMBER ____OF					

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

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_
- 4) Disability\_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_
- 5) Vacation, holiday\_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_
- 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Submitted on (Date)



Weekly Payroll Certification For Public Works Projects (Continued)				PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Week-Ending Date: Contractor or Subcontractor Business Name:						
WEEKLY PAYROLL																				
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S	FICA				FEDERAL	STATE	OTHER			
			Trade License Type & Number - OSHA									TOTAL FRINGE BENEFIT PLAN								
			10 Certification Number	HOURS WORKED EACH DAY							Total O/T Hours	CASH								
												\$ Base Rate	1. \$							
													2. \$							
													3. \$							
													4. \$							
													5. \$							
													6. \$							
												\$ Cash Fringe	1. \$							
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12/9/2013  
WWS-CP2

\*IF REQUIRED

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER \_\_\_\_ OF

## Information Bulletin

### *Occupational Classifications*

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(d).

*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. If unsure, the employer should seek guidelines for CTDOL.*

**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. RESILEINT 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.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **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 or 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 require 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 require equal composite workforce.

- **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.

- **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), decorative security fence (non-metal)).

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 hhg 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. (demolition 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, assembles, installs 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, 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. 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. To include testing and air –balancing ancillary to installation and construction.

- **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**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***\*License required, drivers only, per Connecticut General Statutes.***



***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) 263-6790.*

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

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**  
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

### **Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

### **Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

### **Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

### **Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

# **ATTACHMENT G**

## CHAPTER 34: CITY POLICY

### Section

#### *General Provisions*

34.01 Lost articles; state law adopted

#### *Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects*

- 34.10 Title
- 34.15 Purpose
- 34.16 Findings
- 34.17 Definitions
- 34.18 Hiring goal and implementation
- 34.19 Referral mechanism
- 34.20 Monitoring
- 34.21 Good faith efforts
- 34.22 Contract requirements for covered services

#### ***Cross-reference:***

*Centralized procurement system, see Ch. 38*

*Interlocal agreements, see Ch. 40*

#### ***Statutory reference:***

*Advertising; sale of perishable goods, see Conn. Gen. Stat. § 50-11*

*Disposition after expiration of time for making claim, see Conn. Gen. Stat. § 50-14*

*Duties of finder, see Conn. Gen. Stat. § 50-10*

*Lost and unclaimed property, see Conn. Gen. Stat. Ch. 859*

*Procedure if unclaimed, see Conn. Gen. Stat. § 50-13*

*Restoration to owner if claimed, see Conn. Gen. Stat. § 50-12*

## **GENERAL PROVISIONS**

### **§ 34.01 LOST ARTICLES; STATE LAW ADOPTED.**

The provisions of Conn. Gen. Stat. §§ 50-10 through 50-14 are adopted as permitted by Conn. Gen. Stat. § 50-9 and shall apply within the city to the finding of any article of the value of \$1 or more. (1967 Code, § 13-11)

*Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects*

**§ 34.10 TITLE.**

The City of Waterbury Code of Ordinances §§ 34.10 through 34.22 entitled “Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects” shall also be known and may be cited as the “Good Jobs Ordinance” for the City.

(Ord. passed 5-13-2015)

**§ 34.15 PURPOSE.**

The purpose of this subchapter is to increase the benefit to the City of Waterbury and its residents from the city’s investment of public funds in certain publicly-funded construction projects to allow the city to recognize, as a benefit of such investment, a reduction in the amount of poverty and unemployment that would otherwise exist amongst its residents and also to help reduce the economic burden that would otherwise be placed on the city in having to provide alternative assistance to those residents who, but for their being hired pursuant to the provisions of this ordinance, would remain unemployed.

(Ord. passed 2-21-2012)

**§ 34.16 FINDINGS.**

The City of Waterbury finds that a substantial number of city residents are not being employed by contractors performing work on publicly-funded construction projects in the City of Waterbury and that the residents, therefor, are not receiving the maximum possible benefit from the City of Waterbury’s investment of public funds in the projects. The city further finds that:

(A) Recent research of hiring patterns on construction projects reveals a pattern of low hiring of residents in favor of nonresidents whose hiring is draining significant resources from the city.

(1) Only 14% of work hours performed on the construction of the \$138,000,000 waste water treatment plant in 1998 - 1999 were performed by residents;

(2) Only 10% of laborers hours on city street paving in 1999 were performed by residents;

(3) With an average wage of \$21 per hour on tax-funded city construction work as exemplified by the waste water treatment plant construction project, more than \$13,000,000 in wages was lost by city residents on that project. Due to typical turnover of those funds among businesses



in the community, \$13,000,000 - \$26,000,000 of additional economic activity from the multiplier affect was lost to city businesses;

(4) As a result of the high percentage of noncity residents on construction projects, fewer Waterbury residents are able to be home owners, thus reducing property taxes to the city. For each resident who loses the opportunity to be a home owner, the city loses an estimated \$2,000 in revenue per year.

(5) The migration of benefits caused by the high percentage of noncity residents on construction projects increases the burden on health care providers to provide uncompensated care to Waterbury residents without health insurance. Over the course of the waste water treatment plant project alone, for example, \$5,000,000 in health and pension benefits were lost to city residents. If this subchapter were minimally met, it would double the wages and benefits going to city residents; and

(6) The extra cost to tax payers of the under-usage of apprentices on the project compared to what is permissible under state law is estimated at close to \$1,000,000.

(B) Waterbury residents face higher rates of unemployment than other towns and cities in the region and state.

(1) The unemployment rate among construction workers who are residents of the city is 50% higher than the statewide unemployment rate among construction workers, and more than double the unemployment rate among construction workers in similarly-sized cities. For example, the Connecticut Department of Labor reports that in September 1999, 324 city residents applied for construction jobs at unemployment offices out of a total construction workforce of 3,600 (9%). Statewide, 3,908 applicants applied out of a total construction labor force of 63,800 (6%). In Danbury, 166 city residents applied out of a total construction workforce of 4,100 (4%).

(2) Since 1984 the city's unemployment rate has been consistently higher than the rate of unemployment in the Naugatuck Valley region and the state. Unemployment is especially severe in some neighborhoods, which faced up to 19% unemployment, compared to the city's 8% unemployment in the 1990 Census.

(C) Poverty is much greater and incomes are much lower in Waterbury than elsewhere in the region and state.

(1) According to the 1990 Census, 12.1% of the city's residents lived below the poverty level, compared to 2.7% in the rest of the region and 6.8% statewide.

(2) Median 1990 household income was \$30,533 in Waterbury compared to \$41,721 for the state, and compared to \$45,000 - \$67,500 for towns in the rest of the Naugatuck Valley region. Estimates updating this data to 1997 show little change. Residents on average earn \$10,000 less per capita than the statewide average of \$28,000.

(3) Poverty is even more pronounced in some neighborhoods with up to 30% of their residents in poverty.

(4) The average wage for residents coming off of welfare in the city is one of the lowest in the State of Connecticut at \$5.93 per hour.

(5) Over one-third of female headed households are under poverty.

(6) City children are among the poorest in the State of Connecticut, 61% of students city-wide are eligible for reduced price meals versus 25% statewide.

(Ord. passed 2-21-2012)

### **§ 34.17 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ADMINISTRATOR.** The person(s), city department or agency designated by the Mayor of the city with the responsibility of overseeing the implementation and enforcement of this subchapter.

**APPRENTICE.** Definition as set forth in Conn. Gen. Stat. § 31-22m and any subsequent amendments approved by the Connecticut General Assembly is incorporated by reference herein.

**BASIC SKILLED WORKER.** A person who is currently enrolled in or having completed a training program administered by or on behalf of a legally organized labor union or a state-approved standardized craft training program. Specifically excluded from this definition is an APPRENTICE as defined by Conn. Gen. Stat. § 31-22m.

**CITY.** The City of Waterbury, Connecticut.

**CITY FUNDS.** Funds originating within the city pursuant to the city's taxing powers or authority to raise money through the sale of public bonds, permit tax abatements and enter into tax fixing agreements and tax increment financing agreements.

**CONSTRUCTION.** The process of building, altering, repairing, improving or demolishing any public infrastructure facility, including any public structure, public building or other public improvements of any kind to city property or other property or space in which the city has an interest. It does not include the routine operation, routine repair or routine maintenance of any existing public infrastructure facility, including structures, buildings or real property.

**CONSTRUCTION PROJECT.** Any project for which the primary purpose involves construction, as defined above, deconstruction, the remediation of any hazardous materials as defined in the Connecticut General Statutes, the rehabilitation or renovation of any structure or the creation, extension, reconstruction, reconditioning or rebuilding of any portion of a municipal infrastructure or public utility system.

**CONTRACTOR.** Any person hired by the city, directly or indirectly through an owner, to perform construction work on covered projects.

**COVERED PROJECT.** Any construction project taking place in the city with a value of \$500,000 or greater, funded in whole or in part by city funds or funds administered by the city in accordance with federal or state grant or loan programs or any other federal or state programs. This definition of **COVERED PROJECT** shall include funds derived from the aforementioned federal or state grant, loan or other programs only to the extent permitted by federal and state law. The value of the projects shall equal the total consideration to be paid to all contractors stated in each contract pursuant to which contractors are performing construction work on covered projects.

**FIRST-SOURCE REFERRAL PROGRAM.** A program whose purpose includes but is not limited to, job training and the referral of qualified residents to contractors. The **FIRST-SOURCE REFERRAL PROGRAM** shall use the Good Jobs umbrella coalition of community groups and churches as a priority source for recruitment.

**GOOD JOBS ADMINISTRATION BUDGET.** The amount of funding required to oversee the implementation and enforcement of this subchapter in a given fiscal year.

**HIRING GOAL.** The 30% of the total worker hours on each covered project shall be performed by residents. At least 25% of construction trade jobs shall go to apprentices and/or basic skilled workers. At least 70% of all "new hires" (those workers hired by a contractor on a project, other

than existing employees and those referred by union hiring halls with prior seniority in the case of a union job) shall be "economically disadvantaged" individuals, defined as those earning less than 150% of the poverty line at the time of application. A minimum of 5% of the construction workforce labor hours will be local resident, minority artisans. A minimum of 5% of the construction workforce labor hours will be women. A minimum of 10% of the total work hours shall be allocated for minorities. Contractors are expected to employ a workforce that represents the population of the city.

***LIAISON COMMITTEE.*** The committee established by the Board of Aldermen to monitor compliance with the provisions of this subchapter, and make recommendations to the Administrator and the Board of Aldermen regarding administration of this subchapter. The committee shall convene at a minimum of once every quarter in a space open to the public. The committee shall be comprised of two representatives of the Board of Aldermen one to be appointed by the President of the Board of Aldermen and one to be appointed by the Minority Leader on the Board of Aldermen, one representative from the Board of Education to be appointed by the President of the Board of Education, one representative of the Workforce Development Board, and five representatives who are appointed by the Board of Aldermen to represent: one contractor, one union, one civil rights group, one community and one Human Rights Commission. The committee members shall serve for a term of two years, and this nomination and selection process shall be used to fill any vacancy.

***NEW HIRE.*** Those workers hired by a contractor on a project, other than existing employees, and those referred by union hiring halls with prior seniority in the case of a union job.

***OWNER.*** The person who enters into a contract with a contractor for work on a covered project other than the city.

***PERSON.*** An individual or a company, partnership, foreign or domestic corporation, partnership, limited liability company or other business entity.

***RESIDENT.*** Any person whose domicile is the City of Waterbury, Connecticut.

***ROUTINE MAINTENANCE.*** Simple, small-scale activities (usually requiring only minimal skills or training) planned and performed at regular intervals and being necessary to (1) extend the life of, or to delay or prevent the premature failure of, any plant or system or of any structure or structural system, building component or equipment; or (2) protect against normal wear and tear; or (3) maintain a suitable aesthetic appearance. Examples of ROUTINE MAINTENANCE may include, but are not limited to, lawn or grass cutting, hedge trimming, painting, caulking, sealing, plumbing or electrical repairs, carpet cleaning or other cleaning performed at regular intervals.

***SUBCONTRACTOR.*** Any person hired by a contractor to perform construction work on covered projects.

(Ord. passed 2-21-2012; Ord. passed 8-19-2013; Ord. passed 5-13-2015)

#### **§ 34.18 HIRING GOAL AND IMPLEMENTATION.**

(A) All contractors and subcontractors performing work on covered projects shall make good faith efforts to satisfy the hiring goal.

(B) Any contractors or subcontractors that fail to meet the hiring goal shall be required to demonstrate to the Administrator's satisfaction that the contractor or subcontractor made good faith efforts to meet the hiring goal.

(C) (1) The Mayor of the city shall appoint an Administrator annually no later than June 30th to serve as the Administrator for the city's fiscal year following such appointment or within 30 days of a vacancy that might arise during any fiscal year. The foregoing notwithstanding, an incumbent Administrator shall serve until their successor has been appointed and qualified. If, in the event of a vacancy, the Mayor fails to appoint a replacement Administrator within the first 30 days following the effective date of that vacancy, then the Board of Aldermen shall have the power to fill the vacancy provided that the Board does so:

(a) Within 30 days from the date upon which the power to make the appointment vested in the Board; or

(b) Prior to May 31st if the power to make the appointment vests in the Board on or after May 1st.

(2) Should the Board fail to make the appointment during any 30 day period it has to do so, or prior to May 31st if the power to make the appointment vests in the Board on or after May 1st, then the power of appointment shall revert to the Mayor. Thereafter, throughout the remainder of the then current fiscal year, the power to make the appointment shall alternate between the Mayor and the Board, at 30 day intervals, until an appointment is made or until June 1st at which point in time the power to make the appointment shall vest in the Mayor.

(D) The Mayor shall annually, prior to the adoption of the city's budget for the then next fiscal year and after consultation with the Administrator and all relevant city department heads, establish a Good Jobs Administration Budget for the then next fiscal year and the Mayor shall include a line item in his

annual budget submission to the Board of Aldermen sufficient to fund the Good Jobs Administration Budget. If, during the fiscal year in which the Mayor submits a given Good Jobs Administration Budget as part of his budget submission, the city has received as liquidated damages, pursuant to its contracts for covered projects, an amount greater than or equal to the Good Jobs Administration Budget as then submitted by the Mayor, the city shall be required to fund the Good Jobs Administration Budget as submitted by the Mayor and approved by the Board of Aldermen. To the extent possible, the cost required to oversee the implementation and enforcement of this subchapter for each project shall be funded and paid for through each project.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

#### **§ 34.19 REFERRAL MECHANISM.**

(A) No less than four (4) weeks prior to the commencement of construction on covered projects, the contractor shall meet with the Administrator and provide the number of job positions to be created by the project by trade and the qualifications by job title. The Administrator shall make reasonable efforts to ensure that adequate job training is available to the extent necessary to achieve the hiring goal and that screening and referral mechanisms are in place so that contractors can access qualified residents. Additionally, the Administrator shall designate a first-source referral program for the city.

(B) In the event a contractor or subcontractor cannot satisfy the hiring goal through its own employees and union hiring halls, the contractor or subcontractor shall next utilize the first source referral program in order to satisfy the hiring goal. The contractor or subcontractor must wait five business days after a request has been submitted before advertising the position elsewhere.

(C) Qualifications required shall be only those relevant to the job. In satisfying the hiring goal, the contractor and any subcontractor shall employ all qualified persons referred by the first source referral program. The contractor and any subcontractor must utilize the first source referral program whenever its hiring needs increase and they are unable to comply with the hiring goals.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

#### **§ 34.20 MONITORING.**

(A) The owner for a covered project shall require all construction contracts to comply with all provisions of this subchapter, and a copy of this subchapter shall be included with all contracts with contractors and subcontractors performing construction work on covered projects. This subchapter must be a contractual obligation in all contracts.



(B) All contractors and subcontractors performing construction work on covered projects shall submit to the Administrator weekly certified payroll records within five working days of the end of each payroll period. The records must show the person-hours on a craft-by-craft basis and identify the address, social security number, hiring date, ethnicity, gender and trade (journeyperson or apprentice) of all employees on the project. All reports must have an original signature and be signed by an authorized officer or employee of the company. Failure to comply with the provisions of this division (B) shall be deemed by the Administrator to be a violation of this subchapter and shall be subject to, and invoiced, liquidated damages on a weekly basis. Any willful misrepresentation contained in the information requested pursuant to this division (B) shall be deemed by the Administrator to be a violation of this subchapter and shall be subject to, and invoiced, liquidated damages on a weekly basis. The Administrator shall notify the City of Waterbury Department of Finance upon any violation of this subchapter. No portion of any invoice submitted by a contractor that is subject to liquidated damages shall be paid by the city until such time as all liquidated damages relating to that invoice have been paid to the city.

(C) Unless prohibited by federal, state or local law, all records in the city's possession shall be available for public inspection.

(D) The Administrator shall review all information provided pursuant to division (B) hereof and submit monthly reports to the Liaison Committee and to the Board of Aldermen summarizing the information.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

#### **§ 34.21 GOOD FAITH EFFORTS.**

(A) Contractors shall be deemed to have made good faith efforts if they demonstrate to the satisfaction of the Administrator that they have done all of the following:

(1) Utilize the first source referral program to help satisfy the hiring goal;

(2) Notify the public in the city of the employment opportunities available on covered projects. The notification shall comprise a notice in a newspaper of general circulation in the city of employment opportunities, written notice to construction unions, community organizations and city high schools concerning same, and any other notice required by the Administrator. Contractors shall maintain records of responses to the notices received thereby. All notices must state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin. The notice required by this division shall include a statement that the notice is provided pursuant to this subchapter;

(3) Maintain a file on the job site of the names and addresses of each worker referred by the first source referral program. The file shall indicate what action was taken with respect to each referred person, and if the person was not hired, the reasons therefore; provided, however, that this subchapter shall not be construed as requiring contractors to hire any persons who do not satisfy applicable job qualifications;

(4) Participate in State of Connecticut-approved local employment training programs in the city's area, or develop on-the-job training opportunities and participate and assist in any association or employer-group training program relevant to the contractor's employment needs;

(5) Regularly review and evaluate their personnel and promotional opportunities, encourage city residents to seek opportunities and establish a program to monitor compliance with this subchapter; and

(6) Utilize other means of obtaining employees who are residents of the city that are reasonably calculated to assist with achieving the hiring goals.

(B) Contractors shall provide the city with any documentation requested by the Administrator in order to establish compliance with this subchapter.

(Ord. passed 2-21-2012)

#### **§ 34.22 CONTRACT REQUIREMENTS FOR COVERED SERVICES.**

(A) This city shall include provisions in Chapter 38, entitled "Centralized Procurement System," of the Code of Waterbury mandating that each contract for a covered project, as that term is defined herein, awarded pursuant to Chapter 38 include provisions addressing compliance with the provisions of this subchapter by the contractor or contractors thereunder and by any subcontractor or subcontractors performing work related to any such contract.

(B) Whenever provisions are included in a contract for a covered project pursuant to division (A) of this section, they shall include provisions establishing liquidated damages for the failure of any contractor or subcontractor to comply with the provisions of this subchapter on a weekly basis. The liquidated damages shall be based on an estimate of the cost the city would incur in having to provide alternative employment opportunities, or alternative economic assistance, to those residents who would have benefited by the city's investment in the covered project if they had been hired by the contractor or subcontractor had they complied with the provisions of this subchapter.

(C) Whenever provisions regarding liquidated damages are included in a contract for a covered project pursuant to division (B) of this section, that contract shall, if applicable, also include provisions addressing the following matters:

(1) Weekly compliance reviews by the Administrator for the purpose of assessing compliance with the provisions of this subchapter, or the lack thereof;

(2) Requiring a separate certification of compliance by the Administrator prior to the payment of any funds by the city under any such contract;

(3) The weekly assessment and invoicing of liquidated damages per noncompliant contractor or subcontractor while said contract is executory;

(4) No portion of any invoice submitted by a contractor that is subject to liquidated damages shall be paid by the city until such time as all liquidated damages relating to that invoice have been paid to the city.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)



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

**ADDENDUM #1**

**August 17, 2023**

**RFP 7750 Removal and Replacement of Playscape at Carrington Elementary School**

**All proposals of the above captioned project are hereby notified that the Contract Documents for the above referenced project are amended as noted in this Addendum No. 1. This Addendum shall be part of the Contract Documents for the above referenced project as provided in the Request for Proposal.**

**Receipt of this Addendum shall be acknowledged in writing on the form included in Attachment C of the RFP. Failure to do so may subject Proposer to disqualification.**

**The Contract Documents are hereby amended as follows:**

**Question:** Please confirm on the fixtures for the restroom the following items: a) Toilet fixtures – stainless steel or virtuuous china? b) Urinal – stainless steel or virtuuous china? c) Sinks – stainless steel or virtuuous china? d) Lever or sensor Flush valves? e) Faucets – Sensor operated? f) Drinking fountain – should this include a bottle filler?

**Answers:**

- a) Toilet Fixtures: Provide stainless steel toilet fixtures.
- b) Urinal: Provide stainless steel urinal.
- c) Sinks: Provide stainless steel sinks.
- d) Flush Valves: Provide sensor flush valves.
- e) Faucets: Provide sensor operated faucets.
- f) Drinking fountain: Provide drinking fountain with a bottle filler.

**Question:** For the water heater there is a Emax system (point of use) that is more efficient confirming this is acceptable? Or do you prefer a tank water heater and if so how many gallons?

**Answer:** No, preferred option is the tank water heater as per the drawing set. Provide a 10-gallon water heater tank in the chase area.

**Question:** On GU-1, there are spot grades along the inside of the sidewalk noted BW. Is there intended to be a wall along the sidewalk?

**Answer:** No, there is not a wall. The abbreviation means “Back of Walk”.

**Question:** On Drawing SP-1 There is a call for new catch basins, yet on drawing GU-1 calls for the Catch Basin Tops to be replaced with CLCB Tops. Is it the intent to have New Catch Basins or just replace the existing covers?

**Answer:** Please disregard note on SP-1. The correct note is called out in GU-1. Replacing covers.

**Question:** The Irrigation Legend indicates that the Mainline is to be a 2" minimum, yet on the drawings there is 1.5" and 2". Can you clarify if there is to be both 1.5" mainline and 2" Mainline?

**Answer:** The main line can get reduced from 2" to 1.5" as it goes to the final valve, if necessary.

**Question:** There are 2 different manufacturers spec'd out for the play equipment (Miracle & Landscape Structures). The drawings and installation instructions definitely show “Landscape Structures”, but the spec lists the equipment to be “Miracle”. Playworld was mentioned during the Prebid meeting. I did reach out to M.E Obrien and Miracle for Quotes, just not sure who we are supposed to carry with the conflicting info on the documents. Wasn't sure if the uploaded Landscapes Structures Layout was a mistake or if the Miracle that is spec'd out is a mistake. Is there one specific Manufacturer that the city is intending to use?

**Answer:** “In section 11 68 00 PLAYGROUND INSTALLATION, replace all instances of the word “Miracle” with the words “Landscape Structures”. The playground equipment as shown in the playground manufacturer documents, plans, and details are manufactured by Landscape Structures, not Miracle.”

**Question:** Could you share a copy of the bidders for this project that attended the site walk? / Could the pre-bid meeting sign in sheet please be shared?

**Answer:** Yes, attendance sheet for the pre-bid meeting is attached.

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**



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

COMPANY INFORMATION

Representative: BRAD SIGNOR  
Company Name: ACTION CONSTRUCTION INC  
City: DANBURY  
State: CT Zip: \_\_\_\_\_  
Tel: 203-509-7088 Fax: \_\_\_\_\_  
E-mail Address: BRADSIGNOR@GMAIL.COM

Representative: ED DWYER  
Company Name: MOUNTAIN VIEW  
City: CHILOPEC, MA  
State: MA Zip: 01020  
Tel: 413-536-7555 Fax: 536-5607  
E-mail Address: Edd@MOUNTAINVIEWINC.COM

Representative: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Representative: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Representative: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_



Date: 8/9/23

Project: CARPENTRY

COMPANY INFORMATION

Representative: ANDREW B BRSEZCZ

Company Name: MORGANTI GROUP

City: DANBURY

State: CT

Zip: 06810

Tel: 203-830-3324

Fax:

E-mail Address abarsecz@morganti.com

Representative: Chase Jespersen

Company Name: Jespersen's Landscaping LLC

City: Torrington

State: CT

Zip: 06790

Tel: 860-309-8031

Fax: N/A

E-mail Address

Representative: Nicholas Mcbuffie

Company Name: Childsapes

City: Marshfield

State: MA

Zip: 02050

Tel: 475 313 2459

Fax:

E-mail Address NMcbuffie@childsapesplaygrounds.com

Representative: Marc D. Andrea

Company Name: Aquaturf Irrigation

City: Orange

State: CT

Zip: 06477

Tel: 203 799 2832

Fax: 203 799 6935

E-mail Address aquaturl96@aol.com

Representative: Matt Dayton

Company Name: Dayton Construction

City: Watertown

State: CT

Zip: 06795

Tel: 860-274-2998

Fax:

E-mail Address Bids@Dayton-Construction.com

**LIST OF DRAWINGS****CARRINGTON LEARNING PARK- WATERBURY SCHOOL DEPARTMENT**

Page No	Name	Page Title	Prepared By	Dated/Last Revised
Page 1		Title Sheet	SLR Consulting	June 2, 2022
Page 2	IN-1	Index & Notes	SLR Consulting	June 2, 2022
Page 3	EX-1	Site Plan-Existing Conditions and Removals	SLR Consulting	June 2, 2022
Page 4	SP-1	Site Plan- Materials	SLR Consulting	June 2, 2022
Page 5	LP-1	Site Plan- Landscaping	SLR Consulting	June 2, 2022
Page 6	GU-1	Site Plan- Grading & Utilities	SLR Consulting	June 2, 2022
Page 7	ES-0	Electrical - Specifications & Notes	SLR Consulting	June 2, 2022
Page 8	ES-1	Electrical - Details & Schedule	SLR Consulting	June 2, 2022
Page 9	ES-2	Electrical - Site plan & Enlargements	SLR Consulting	June 2, 2022
Page 10	PH-1	Site Lighting- Photometric	Apex Lighting	June 2, 2022
Page 11	EN-1	Const. Layout- Activity Area Enlargement	SLR Consulting	June 2, 2022
Page 12	EN-2	Const. Layout- Accessible Crosswalk Enl.	SLR Consulting	June 2, 2022
Page 13	EN-3	Const. Layout- Trail Loop Enlargement	SLR Consulting	June 2, 2022
Page 14	PG-1	Playground Manufacturer's Plan	ME O'Brien	June 2, 2022
Page 15	STR-1	Retaining Wall- Structural Plan & Details	SLR Consulting	June 2, 2022
Page 16	STR-2	Timber Overlook- Structural Plan & Details	SLR Consulting	June 2, 2022
Page 17	STR-3	Timber Overlook- Structural Plan & Details	Apex Lighting	June 2, 2022
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Page 19	RR-1	Restroom Plan, Notes & Details	United Concrete	June 2, 2022
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Page 23	IR-2	Irrigation Details (Add Alternate #1)	SLR Consulting	June 2, 2022
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**END OF SECTION**

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**DIVISIONS 34 – 48** *Not used*

**END OF SECTION 00 01 10**



**SECTION 01 10 00  
SUMMARY**

**PART 1 - GENERAL**

**1.1 PROJECT/WORK IDENTIFICATION**

- A. The name of the project is " CARRINGTON LEARNING PARK" at Kenmore Ave. and Truman Dr in Waterbury, CT.
- B. The Work of this Contract has been identified in this these Technical Specifications as prepared by SLR International Corporation.
- C. Any reference to Owner shall mean the City of Waterbury Department of Education (also referred to as "City").
- D. SLR International Corporation. is the Owner's Representative (also referred to as "Project Engineer") for this project.
- E. Any reference to Engineer shall mean the city's Project Manager, consulting engineer/landscape architect, or other designated representative, unless expressly stated otherwise.

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The work of this contract includes all labor, material and equipment necessary to perform the work as indicated on the contract documents and as specified herein. The general intent of the Work is:
  - 1. To remove existing playground, chain link fencing, and parking lots per the contract documents
  - 2. To create new site for learning opportunities at Carrington Elementary School as well as public park activities and playground per the contract documents
  - 3. To furnish park equipment and new playground and associated work per the contract documents
- B. The following outline generally describes the proposed Scope of Work which included but not limited to:
  - 1. Site security (perimeter/ temporary chain link fence maintained until final acceptance)
  - 2. Demolition of existing playground, picnic equipment, and basketball court
  - 3. Stripping and stockpiling topsoil for reused, and removing excess material
  - 4. Removal of playground surface, bituminous concrete, and concrete
  - 5. Removal of catch basins, bituminous concrete, removal of crosswalk striping, removal and replacement of traffic signage in ROW

6. Removal of invasive vegetation and dead trees, limbing/ pruning of existing trees to 10' height for clear views to all parts of the park.
7. Removal of chain link fencing and bollards
8. Earthwork, grading, and fine grading for surfaces
9. Utility installations such as: Storm drainage, Water, Sewer, and Electric and coordinating with utility companies and appropriate City departments
10. Installing conduit, pull strings, and connections for City Purchased IT equipment to be installed in future (by others)
11. Furnishing and installing playground and activity equipment
12. Furnishing and installing surfacing at playground
13. Furnishing and installing a premanufactured shade structure and premanufactured restroom facility
14. Furnishing and installing park amenities (benches, signage, flagpole, basketball appurtenances, timber overlook, court surfacing, fences and gates)
15. Retaining walls, ramps, steps, tactile warning strips, boulders, rip-rap, and handrails as needed
16. Furnishing and installing vegetation such as: seed to lawn, trees and shrubs, perennials, and no-mow seed mixes
17. Temporary irrigation to establish new vegetation
18. Bituminous concrete and traffic striping
19. Cast-in-place Concrete sidewalk, plazas, foundations, walls, and curbs
20. Stone dust trails (stabilized as well as typical)
21. Amending existing or importing topsoil and seeding to lawn
22. Removal of sedimentation controls and restoration of disturbed areas
23. See plans and specifications

C. Construct Work under a fixed price contract.

#### COORDINATION

- D. Work shall be in conformance with City and State (CTDOT Form 818) standards.
- E. General Contractor shall coordinate Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- F. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

**1.3 CONTRACTOR USE OF PREMISES**

- A. Contractor shall have full use of the area of renovation for execution of work.
- B. Coordinate the use of the premise and access to areas outside of area of renovation under direction from the City including working hours, required shut-downs, deliveries and contractor parking, insurance requirements.
- C. Contractor shall limit use of premises for Work, for storage, and for access, to allow:
  - 1. Work by other contractors.
- D. Assume full responsibility for protection and safekeeping of products under this Contract.
- E. Obtain and pay for use of additional storage or work areas needed for operations under this Contract.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 10 00**



**SECTION 01 23 00  
ALTERNATES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for alternates.

**1.2 DEFINITIONS**

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

**1.3 PROCEDURES**

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

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 SCHEDULE OF ALTERNATES**

- A. Irrigation

**CITY OF WATERBURY –BID # 7750**

1. Permanent Vegetation Irrigation as Shown in plans  
Irrigating approximately 21,500 SF of lawn from seed and approximately 500 LF drip irrigation.
2. Net Added Cost:

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**END OF SECTION 01 23 00**

**SECTION 01 29 00  
SCHEDULE OF VALUES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare Schedule of Values for payment

**1.2 DEFINITIONS**

- A. Schedule of Values: A statement furnished by the Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

**1.3 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
  - 2. Submit the Schedule of Values to the Engineer and Owner at earliest possible date but no later than the pre-construction meeting.
  - 3. Schedule of values will be used to review additional costs and/or credits to the project.
  - 4. Pay special attention to 32 92 00
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Engineer.
    - c. Contractor's name and address.
    - d. Date of submittal.
  - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Change Orders (numbers) that affect value.
    - d. Dollar value.
      - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Subdivide filed subcontract amounts into major tasks into major tasks.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required. Refer to the Contract and General Conditions for requirements for materials stored off site.
  - b. Provide specific and separate line items to identify values of submittals and close-out documentation for each major trade and category within the Schedule of Values.
6. Each item in the Schedule of Values and Application for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values and are to be invoiced on a prorated basis over the life of the project.
7. Schedule Updating: Update and resubmit the Schedule of Values before each Application for Payment in which Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Forms: Use either AIA Document G702 and AIA Document G703, or EJCDC C-620 Continuation Sheets, as form for Applications for Payment.

#### **PART 2 - PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 29 00**

**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Work shall include all materials, labor and equipment to provide temporary facilities and controls including but not limited to the following:
  - 1. Utilities
  - 2. Water
  - 3. Protection of existing utilities
  - 4. Protection of adjacent areas to remain and trees to be saved
  - 5. Construction aids
  - 6. Cleaning during construction
  - 7. Project identification
  - 8. Roads and dumpsters
  - 9. Parking

**1.2 RELATED SECTIONS**

- A. Section 01 10 00 – Summary
- B. Section 32 12 16 – Bituminous Concrete Paving
- C. Section 32 30 16 – Cast-in-Place Concrete
- D. Section 32 92 00 – Topsoil and Seeding
- E. Section 33 40 00 – Storm Drainage Utilities

**1.3 TEMPORARY UTILITIES**

- A. Electricity: The contractor shall provide their own temporary power supply.
- B. Do not use devices which produce open flame or smoke. Do not store fuels indoors or adjacent to occupied buildings. Maintain limited quantities of fuel. Store in listed, approved containers.
- C. Do not operate permanent equipment or facilities for temporary purposes without prior approval. Verify that installation is approved for operation, and that filters are in place. Provide and pay for operation, maintenance, and fuel consumed. The warranty date shall reflect the date of final acceptance rather than the "in service" date.

1.4 WATER

This section intentionally left blank.

1.5 PROTECTION OF EXISTING FACILITIES

- A. Tree protection and construction fence shall be temporary chain link fence as shown on the details.
- B. Note pre-existing damage to areas adjacent to Project Area, and areas which must be traversed to access the Work. Review existing conditions as well as proposed methods of temporary protection at pre-construction conference.
- C. Provide barriers required to prevent public access to construction areas, to provide for Owner's use of site and extensive public access, and to protect existing facilities and adjacent properties from damage from construction operations. Where barriers or enclosures face Owner occupied areas, paint as directed by the Project Manager.
- D. Maintain egress routes from Owner's operations.
- E. Protect existing surfaces and finishes designated to remain. Provide covers, pads, and draping to resist Work related abuse. Restore finishes which have been damaged or made unsightly.
- F. Identify and protect existing utilities. Confer with respective utility company when exposed connections are within potential contact area of construction activities. Take necessary protective action as work of this Contract.
- G. Provide protection for landscape and grounds within and adjacent to Project Area.
- H. Protect walkways and curbs where vehicles are expected to cross or park. Use planking or sheet materials to evenly distribute loads from wheels and stabilizers. Take measures to prevent staining or chipping. Restore paving where damaged or made unsightly by construction activities.
- I. Control water and site drainage. When altering discharge or drainage patterns, provide positive means of directing water to prevent nuisance as well as hazardous conditions.
- J. Do not permit effluent produced as a result of construction activities to drain onto plantings, landscape features or into storm drains.
- K. Protect trees, shrubs and plantings according to the likely hazard.
- L. Proposed protection techniques shall be submitted for review. Proceed only according to approved methods. If protection requirements are not clear, confer with the Project Manager and proceed as directed.
- M. Do not use trees as construction aids. Do not restrain temporary braces or guy against trees. Pile material well beyond drip lines.



- N. Avoid using lawns for parking, material storage, stockpiling debris, or discharging waste liquids. Restore lawn areas damaged by construction activities:
  - 1. Replace contaminated soils.
  - 2. Regrade to original contour.
  - 3. Seed or sod to match adjacent undamaged area.
- O. Heal in plantings removed during construction as soon as feasible.
- P. Protect installed Work from damage caused by construction operations. Limit traffic on finished surfaces.
- Q. Comply with the Owner' basic security requirements:
  - 1. Contractors' forces shall remain within the limits of the designated Project Area. Unauthorized exploration outside of the limits of the Project Area may be interpreted as trespass by the Town.
  - 2. The Superintendent or other specifically designated individual shall be responsible for distributing and collecting keys to limited access areas each day. Maintain a log of key distribution.
  - 3. Advise contractors' forces on-site of appropriate standards of conduct. Persistent use of profanity or comments directed at individuals outside the work force may be interpreted as harassment or disorderly conduct by the Town.
  - 4. At pre-construction conference, the Project Manager will cooperate in identifying areas available for material and tool storage. These areas will be incorporated into the Project Area and secured by the Contractor.
  - 5. Disable or remove material handling equipment.

#### 1.6 CONSTRUCTION AIDS

- A. Provide lifting devices and qualified operators necessary for the efficient movement of materials.
- B. Provide construction aids and equipment required by personnel and to facilitate execution of the Work.

#### 1.7 CLEANING DURING CONSTRUCTION

- A. The General Conditions require that the Project Area be kept clean. Control accumulation of waste materials and rubbish. Remove combustible debris and food waste daily. Provide carting service to regularly dispose of construction refuse in a lawful manner. Where hazardous materials are removed, submit copies of landfill receipts. Do not use School dumpsters.
- B. Clean interior areas prior to start of each phase of work. Maintain areas free of dust and other contaminants during finishing operations.

- C. Make provisions to keep streets and drives in the area of construction free of accumulation of mud, clay, gravel, and any other materials which vehicles or equipment may track or scatter onto these surfaces.
- D. No burning, burying or disposal of rubbish or debris at the job site will be permitted.

**1.8 PROJECT IDENTIFICATION**

- A. Not applicable.

**1.9 ROADS AND DUMPSTERS**

- A. At the pre-construction conference discuss vehicular access requirements and curbside dumpster location. Repair damage caused by contractors' equipment. Post signs or other warning devices where hazards maybe created by poor visibility or new traffic patterns.

**1.10 PARKING**

- A. Parking is available on site. Cooperate with Owner in identifying and maintaining location for contractor parking.

**PART 2 - PRODUCTS**

(Not used)

**PART 3 - EXECUTION**

(Not used)

**END OF SECTION 01 50 00**

**SECTION 01 57 13**  
**TEMPORARY EROSION AND SEDIMENT CONTROL**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Contractor shall provide all work and take all measures necessary to control soil erosion resulting from construction operations, prevent flow of sediment from construction site, and contain construction materials (including excavation and backfill) within protected working areas.

1.2 RELATED SECTIONS

- A. Section 01 10 00 – Summary
- B. Section 11 68 00 – Playground Installation
- C. Section 31 20 00 – Earth Moving
- D. Section 32 12 16 – Bituminous Concrete Paving
- E. Section 32 18 16 – Poured-In-Place Surface
- F. Section 32 30 16 – Cast-in-Place Concrete
- G. Section 32 92 00 – Topsoil and Seeding
- H. Section 33 40 00 – Storm Drainage Utilities

1.3 QUALITY ASSURANCE

- A. Use acceptable procedures, including use of water diversion structures, diversion ditches, settling basins, turbidity curtains, and sediment traps.
- B. Operations restricted to areas of work indicated on drawings and area, which must be entered for construction of temporary or permanent facilities.
- C. If construction materials are washed away during construction, remove and properly dispose of materials from fouled areas.
- D. Stabilize diversion outlets by means acceptable to Engineer.
- E. Owner or Engineer has authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations and to direct immediate permanent or temporary pollution control measures to prevent contamination of any stream or

wetlands, including construction of temporary berms, dikes, dams, sediment basins, sediment traps, slope drains, and use of temporary mulches, mats, or other control devices or methods as necessary to control erosion.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 COMPOST FILTER SOCK

- A. Manufacturers
  - 1. Filtrexx® Soxx™ technology
  - 2. Terrafix® Geosynthetics Inc.
- B. Performance requirements
  - 1. Material Characteristic = Biodegradable
  - 2. Diameter = 8 inches
  - 3. Mesh Opening = 1/8 inches
  - 4. Tensile Strength (ASTM 5035-95) = 44 psi
  - 5. Functional Longevity/Project Duration\* = Up to 12 months

#### 2.2 INLET PROTECTION

- A. Manufacturers
  - 1. Filtrexx® Soxx™ technology - Compost Filter Sock
  - 2. ACF Environmental – Silt Sack
  - 3. FLEXSTORM® Catch Basin & Curb Inlet Filters

#### 2.3 SILT FENCE

- A. Geotextile fabric: shall be a pervious sheet of polypropylene, nylon, polyester, ethylene or similar filaments and shall be certified by the manufacturer or supplier as conforming to the requirements below. The geotextile shall be non-rotting, acid and alkali resistant and have sufficient strength and permeability for the purpose intended, including handling and backfilling operations. Filaments in the geotextile shall be resistant to absorption. The filament network must be dimensionally stable and resistant to de-lamination. The geotextile shall be free of any

chemical treatment or coating that will reduce its permeability. The geotextile shall also be free of any flaws or defects which will alter its physical properties. Torn or punctured geotextiles shall not be used.

1. Performance Requirements

- a. filtering efficiency ASTM 5141 - 75% (min)
- b. grab tensile strength (lbs.) ASTM D4632 - 100 lbs
- c. elongation @ failure ASTM D4632 - 15 %
- d. Mullen burst strength ASTM D3786 - 250 psi
- e. puncture strength ASTM 4833 - 50 lbs
- f. apparent opening size ASTM D4751 - no greater than 0.90 mm and no less than 0.60 mm
- g. flow rate ASTM D4491 - 0.2 gal/ft<sup>2</sup>/min
- h. permativity ASTM D4491 - 0.05 sec. -1 (min)
- i. ultraviolet radiation stability % ASTM-D4355 - 70% after 500 hours of exposure (min)

- B. Supporting posts: shall be at least 42 inches long made of either 1.5 inch square hardwood stakes or steel posts with projections for fastening the geotextile possessing a minimum strength of 0.5 pound per linear foot.

### **PART 3 - EXECUTION**

#### **3.1 GENERAL**

- A. Do not discharge chemicals, fuels, lubricants, bitumen, raw sewage, dewatering liquids and other harmful waste into or alongside any body of water, into natural or man-made channels, or onto the ground.

#### **3.2 INSTALLATION**

- A. Install products according to manufacturer's written instructions.
- B. Install checks immediately after site is cleared and before excavation. Locate checks, surrounding stored material, approximately 6 ft. from material.
- C. Construct earth berms or diversions to intercept and divert runoff water from critical areas.
- D. Discharge silt-laden water from excavations through filter fabric and/or baled hay or straw sediment traps to ensure that only sediment-free water is returned to watercourses.

- E. Do not place excavated soil material adjacent to watercourse in manner that will cause it to wash away by high water or runoff. Place it only at the designated areas as shown on the Drawings or directed by Engineer.
- F. Prevent damage to vegetation by excessive watering or silt accumulation in the discharge area to the extent possible.
- G. Do not dump spoiled material into any streams, wetlands, surface waters, or unspecified locations.
- H. Prevent indiscriminate, arbitrary, or capricious operation of equipment in streams, wetlands, or surface waters.
- I. Do not pump silt-laden water from trenches or excavations into surface waters, streams, wetlands, or natural or man-made channels leading thereto.
- J. Prevent damage to vegetation adjacent to or outside of construction area limits to the extent possible.
- K. Do not dispose of trees, brush, debris, paints, chemicals, asphalt products, concrete curing compounds, fuels, lubricants, insecticides, washwater from concrete trucks or hydroseeders, or any other pollutant in streams, wetlands, surface waters, or natural or man-made channels leading thereto, or unspecified locations.
- L. Do not alter flow line of any watercourse unless indicated or specified.

### 3.3 DISPOSAL

- A. All temporary erosion control, sedimentation, and containment materials shall be disposed of in a legal manner in accordance with all applicable local, state, and federal laws.
- B. Disposal of filter sock
  - 1. The contractor shall remove sediment at the base of the upslope side of the perimeter when accumulation has reached 1/2 of the effective height of the sock, or as directed by the Engineer. Alternatively, a new perimeter control sock can be placed on top of and slightly behind the original one creating more sediment storage capacity without soil disturbance.
  - 2. Perimeter control shall be maintained until disturbed area above the device has been permanently stabilized and construction activity has ceased.
  - 3. The FilterMedia will be dispersed on site once disturbed area has been permanently stabilized, construction activity has ceased, or as determined by the Engineer.

**END OF SECTION 01 57 13**



**SECTION 01 73 00**  
**EXECUTION**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Progress cleaning.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.

**PART 2 - PRODUCTS**

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials.

**PART 3 - EXECUTION**

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground utilities and construction indicated as existing are not guaranteed. Contractor shall contact Call Before You Dig for utility mark-outs and shall engage private utility locators when necessary to identify existing utilities within work areas.
- B. Contractor shall provide for worker and public safety at all times in accordance with all applicable laws, regulations, and contract requirements.
- C. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, 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. Verify compatibility with and suitability of substrates, including compatibility with existing finishes.
2. Examine suitability of conditions where products and systems are to be installed.
3. 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.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Owner.

### **3.3 INSTALLATION**

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- 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. 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.
- F. Attachment: Provide solid blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work.
- G. Hazardous Materials: Use products, and installation materials that are not considered hazardous.

### **3.4 PROGRESS CLEANING**

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. 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: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- 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.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### **3.5 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

### **3.6 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. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

**END OF SECTION 01 73 00**

**SECTION 01 74 19**  
**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 - GENERAL**

1.1 SUMMARY

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

1.2 RELATED SECTIONS:

- A. Section 01 10 00 – Summary
- B. Section 31 20 00 – Earth Moving

1.3 DEFINITIONS

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

1.4 PERFORMANCE REQUIREMENTS

- A. General: Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:
  - 1. Demolition Waste:

- a. Bituminous concrete pavement
  - b. Concrete
  - c. Turf grass
2. Construction Waste:
- a. Site-clearing waste.
  - b. Packaging: Regardless of salvage/recycle goal indicated in paragraph above, salvage or recycle 75 percent of the following uncontaminated packaging materials:
    - 1) Paper.
    - 2) Cardboard.
    - 3) Boxes.
    - 4) Plastic sheet and film.
    - 5) Polystyrene packaging.
    - 6) Wood crates.
    - 7) Plastic pails.

## **PART 2 - PRODUCTS**

(Not Used)

## **PART 3 - EXECUTION**

### **3.1 IMPLEMENTATION**

- A. General: Implement waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with Section 01 50 00 "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

### **3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL**

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

**3.3 RECYCLING CONSTRUCTION WASTE**

**A. Packaging:**

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

**B. Wood Materials:**

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.

**3.4 DISPOSAL OF WASTE**

**A. General:** Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

**B. Burning:** Do not burn waste materials.

**C. Disposal:** Transport waste materials off Owner's property and legally dispose of them.

**END OF SECTION 01 74 19**



**SECTION 10 17 16**  
**TELEPHONE ENCLOSURES**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Equipment and materials used shall be standard components that are manufactured and available for purchase as standard replacement parts as long as the product is commercially available from the manufacturer.

**1.02 QUALITY ASSURANCE**

- A. All tower installation, configurations, setup, program and related work shall be performed by electronic technicians thoroughly trained by the manufacturer in the installation and service of the equipment provided.
- B. The tower shall be warrantied against any defects in material and workmanship under normal use for a period of twenty-four (24) months from date of installation, provided that manufacturer receives a completed "Installation Certification" certifying the date on which the system has been installed. An "Installation Certification" card shall be enclosed with every unit. In the event that no "Installation Certification" is received by manufacturer, the twenty-four (24) months will commence on the date of shipment by the manufacturer.
- C. The blue light and faceplate light shall be warrantied against any defects in material and workmanship under normal use for a period of twenty-four (24) months from date of installation, provided that manufacturer receives a completed "Installation Certification" certifying the date on which the system has been installed. An "Installation Certification" card shall be enclosed with every unit. In the event that no "Installation Certification" is received by manufacturer, the twenty four (24) months will commence on the date of shipment by the manufacturer.

**1.03 CERTIFICATIONS AND STANDARDS**

- A. The included LED blue light (model: ETP-EL or ETP-EL12/24) shall be certified to:
  - 1. UL Std 1598
  - 2. CSA Std C22.2 No. 250.0

**PART 2 PRODUCTS**

**2.01 GENERAL**

- A. The tower shall:
  - 1. Consist of a light-weight free-standing aluminum emergency phone tower mount with an integrated flashing LED blue light.
  - 2. Have an integrated LED faceplate light, mounted directly above the phone faceplate.

**2.02 HARDWARE**

**ETP-MTE-72 EMERGENCY PHONE TOWER**  
**TECHNICAL SPECIFICATIONS**



- A. The tower shall:
  - 1. Be constructed of 0.125" thick aluminum and weigh approximately 30 lbs.
  - 2. Measure:
    - a. Tower only: 10" W x 6.75" D x 65" H, with a 1" radius on each corner.
    - b. Tower and Blue Light: 10" W x 6.75" D x 72" H.
  - 3. Utilize a high-gloss, corrosion-inhibitive coating that shall be applied to withstand prolonged exposure to hard environments.
    - a. Tower shall be submerged in a Mil-Spec C-5541 Clear RoHS compliant anodyne bath to a thickness of 2-3 mils.
    - b. Tower shall be hand sanded for smoothness, welds inspected, and sharp edges removed if necessary.
    - c. Tower shall have a 2-4 mil layer of customer specified powder color applied.
    - d. Tower shall be cured at 400°F for 15 minutes before final visual inspection.
- B. The tower base plate shall:
  - 1. Be 2.0" above the tower base.
  - 2. Be constructed of 0.50" Aluminum.
  - 3. Have a 4" diameter center hole for wiring access.
  - 4. Have four 1" holes for anchor bolt attachment.
- C. The tower wiring access opening shall:
  - 1. Measure 30"H x 10" W.
  - 2. Be located 5" above the base of the tower.
  - 3. Have a flush cover plate that shall be held in place by eight 10-24 countersunk, tamper-resistant spanner screws.
- D. The tower shall have an opening in the front to accommodate flush mounting an emergency phone. The phone opening shall:
  - 1. Measure 10" H x 6.75" W.
  - 2. Have six self-clinching 10-24 stainless steel threaded nuts to mount the emergency phone.
- E. Directly below the tower phone opening, the tower shall have a section with a 30° downward slope from rear to front, spanning the depth of the phone opening to the full tower depth.
- F. The tower shall have the word "EMERGENCY" emblazoned on all four sides in 2" high reflective white letters. Custom lettering, sizes and colors are available.
- G. The tower shall have a removable cap plate held in place with four 10-24 countersunk, tamper-resistant spanner screws.



## **ETP-MTE-72 EMERGENCY PHONE TOWER**

### **TECHNICAL SPECIFICATIONS**

H. The tower blue light shall:

1. Be mounted to the tower cap plate at the top of the tower with three 10-24 tamper-resistant spanner screws.
2. Have a polycarbonate refractor lens assembly with a prismatic pattern to increase visibility at greater distances.

### **2.03 FUNCTIONALITY**

A. Blue Light

1. The blue light shall remain lit at all times.
2. The blue light shall automatically flash 78 times per minute when triggered by the emergency phone.
3. The blue light shall have an illumination rating of 209 lumens (peak).
4. The blue light shall retain 70% of its initial output intensity after 50,000 hours of operation.

B. Faceplate Light

1. The faceplate light shall remain lit at all times.
2. The faceplate light shall have a concealed, ultra-bright LED design.
3. The faceplate light LEDs shall have no less than 50,000 hour lifetime.

### **2.04 POWER REQUIREMENTS**

A. The tower shall be powered by one of the following power sources:

1. 12VDC – Nominal: 9 Watts
2. 24VDC – Nominal: 9 Watts
3. 24VAC – Nominal: 9 Watts
4. 120VAC – Nominal: 9 Watts

### **2.05 MANUFACTURED UNITS**

A. The tower shall be a Talkaphone ETP-MTE-72 Emergency Telephone Tower.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. The Contractor shall carefully follow instructions in documentation provided by the manufacturer to ensure all steps have been taken to provide a reliable, easy-to-operate system.
- B. All equipment shall be tested and configured in accordance with instructions provided by the manufacturer prior to installation.



TALKAPHONE

## **ETP-MTE-72 EMERGENCY PHONE TOWER**

### **TECHNICAL SPECIFICATIONS**

- C. The tower shall include 24-inch long J-bolts for mounting into a 24" x 24" concrete foundation.  
Depth to vary according to local regulations and other site-specific considerations.
- D. The J-bolts shall protrude approximately 5 inches from the surface of the foundation.

**END OF SECTION**

**SECTION 11 68 00**  
**PLAYGROUND INSTALLATION**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Work under this section shall include all materials, equipment and labor for the installation of playground equipment as shown on the Contract Drawings.
  - 1. The layout of playground equipment shown on the plans is for diagrammatic purposes only. The contractor is to coordinate exact layout and installation methods with the playground equipment manufacturer.

1.2 RELATED SECTIONS

- A. Section 01 10 00 – Summary
- B. Section 31 20 00 – Earth Moving
- C. Section 32 18 16.13 – Rubber Tile Safety Surface
- D. Section 32 18 16.14 – Rubber Tile Safety Surface Stone Base

1.3 QUALITY ASSURANCE

- A. ASTM Standards in the National Recreation and Parks Association (NRPA), Certified Playground Safety Inspection Manual (CPSI)
- B. Consumer Products Safety Commission (CPSC) Public Playground Safety Handbook
- C. Connecticut Building Code, latest editions

1.4 SUBMITTALS

- A. Playground equipment order from manufacture must be provided to engineer for approval prior to purchasing.
- B. A letter to the owner accepting the playground surface grades and thickness are appropriate prior to installing equipment by the 3<sup>rd</sup> party auditing agency outlined in 1.4.D below.
- C. As-built of the playground areas showing locations of all playground improvements including but not limited to play equipment.
- D. A letter identifying the 3<sup>rd</sup> party CPSI certified playground corporation or person.

- E. A certified playground audit from the identified 3<sup>rd</sup> party CPSI playground safety inspector attesting that the installed playground meets above mentioned code, standards, and requirements.

#### 1.5 QUALIFICATIONS

- A. The successful Bidder shall issue who they or their Subcontractor has retained certified playground inspector to audit the installation as a third party

### PART 2 - PRODUCTS

#### 2.1 GENERAL

- A. The City had designs provided by several manufacturers during the design process and selected the following companies who are to be used for this project

- 1. Playground: By Miracle

#### 2.2 PLAYGROUND

- A. Playground equipment manufactured by Miracle, furnished and installation is the responsibility of the General Contractor and or their sub-contractor.
- B. General Contractor to order all equipment as soon as the Purchase Order is received from the City of Waterbury. It is the responsibility of the contractor to secure and store the equipment until installation.

### PART 3 - EXECUTION

#### 3.1 AGGREGATE BASE INSPECTION AND APPROVAL

- A. Contractor to approve of surfacing prior to installing equipment.

#### 3.2 INSTALL PLAYGROUND EQUIPMENT ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

- A. Contractor to ensure installation of playground equipment does not compromise required fall zones.
- B. Contractor to coordinate footing locations with manufacturer

**END OF SECTION 11 68 00**



Material Specifications

Quote: MEO23372 PlayBooster and PlayShaper and Smart Play (2-5 years)  
4/10/2023

Material Specifications:

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No Material Spec for 021770A

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171568A

Mushroom Stepper 8"Height DB Only

GFRC Mushroom Assembly: (Support) Comprised of 2 3/8" (60,33 mm) O.D.  
RS40 (.130"-.140") (3,30 mm-3,56 mm) wall galvanized steel tubing.  
Finish: ProShield. (Mushroom Climber) Glass reinforced wet cast solid  
pour concrete product. Finish: Latex paint made for concrete, natural  
colors.

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No Material Spec for 002141

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No Material Spec for 011187

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No Material Spec for 011188

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No Material Spec for 011189

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111300A

Ball Maze Panel Ground Level

Ball: 1/2" (12,7 mm) diameter, SST.

Cover: Made from .177" (4,50 mm) thick x 18 5/16" (465,12 mm) diameter  
clear polycarbonate.

Permalene Panel: Two color panel measures 39 1/2" (1003,3 mm) wide x 30"  
(762 mm) high, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

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No Material Spec for 217913A

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111397H

69"Post DB

Post: See PlayShaper (PS) General Specifications.

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111404J

76"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

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111404G

100"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

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111404D

124"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

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228212A

Rhapsody Ditty Metallophone DB

Top & Bottom Panels: Permalene®, color specified.

Bars: Made from 1/2" (12,7 mm) thick x 2" (50,8 mm) wide aluminum.

Tube Base: Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125")(3,17 mm) wall galvanized steel tubing, and 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Mallet: Comprised of 2" (50,8 mm) diameter grey or black polyurethane, 1/2" (12,7 mm) diameter aluminum handle and 3/16" (4,74 mm) diameter stainless steel cable with nylon coating.

Cradle Bracket: Made from 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.

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228217A

Rhapsody Kettle Drum Junior DB

Trim: Permalene®, color specified.

Kettle Drum Assy.: Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125")(3,17 mm) wall galvanized steel tubing and 11 GA. (.120")(3,05 mm) flat steel. Finish: ProShield®, color specified.

Drum Head: Translucent, UV stabilized polycarbonate with a matte textured surface on one side.

Drum Leg: Made from 3.500" (88,9 mm) O.D. RS20 (.125")(3,17 mm) wall galvanized steel tubing. Finish: ProShield®, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

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182503A

Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury

Border: Permalene, black in color.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Post: Weldment comprised 2.375" (60,33 mm) O.D. RS20 (.095-.105) (2,41 mm-2,67 mm) wall galvanized tube, 1/4" (6,35 mm) HRPO steel sheet and aluminum post cap. Finish: ProShield, color specified.

Sign Panel: Panel is fabricated from 1/8" (.125")(3,17 mm) aluminum plate. Finish: ProShield®, gray in color. (Sign) Digital image is transfered to a 1/8" (.125")(3,17 mm) ProShield coated aluminum plate, then infused into the ProShield.

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173596A

Log Balance Beam DB

Leg: Fabricated from 2.375" (60,33 mm) O.D. RS20 (.095"-.105") (2,41 mm-2,66 mm) wall galvanized steel tubing. Finish: ProShield, brown in color.

Log Balance Beam Assembly: Weldment comprised of 1.900" (48,26 mm) O.D. RS20 (.090"-.100") (2,28 mm-2,54 mm) wall galvanized steel tubing and 2.375" (60,33 mm) O.D. RS20 (.095"-.105") (2,41 mm-2,66 mm) wall galvanized steel tubing. Finish: ProShield, brown in color. (Log-fully assembled) Glass reinforced wet cast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

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Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/ or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-YEAR LIMITED WARRANTY

On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-YEAR LIMITED WARRANTY

On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-YEAR LIMITED WARRANTY

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-YEAR LIMITED WARRANTY

On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-YEAR LIMITED WARRANTY

On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting,

cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

### 3-YEAR LIMITED WARRANTY

On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.

Material Specifications

Quote: MEO23372 PlayBooster® (5-12 years)  
4/10/2023

Material Specifications:

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173907A

Log Stepper 8"Height DB Only

Log Stepper Assy.: (Footer Post) Weldment comprised of 5" (127 mm) O.D. x 11 GA. (.120") (3,04 mm) wall galvanized steel tubing and 3/16" (4,75 mm) HRPO steel plate. Finish: ProShield, color specified. (Log Stepper-fully assembled) Glass reinforced wet cast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

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173908A

Log Stepper 18"Height DB Only

Log Stepper Assy.: (Footer Post) Weldment comprised of 5" (127 mm) O.D. x 11 GA. (.120") (3,04 mm) wall galvanized steel tubing and 3/16" (4,75 mm) HRPO steel plate. Finish: ProShield, color specified. (Log Stepper-fully assembled) Glass reinforced wet cast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

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173909A

Log Stepper 28"Height DB Only

Log Stepper Assy.: (Footer Post) Weldment comprised of 5" (127 mm) O.D. x 11 GA. (.120") (3,04 mm) wall galvanized steel tubing and 3/16" (4,75 mm) HRPO steel plate. Finish: ProShield, color specified. (Log Stepper-fully assembled) Glass reinforced wet cast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

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No Material Spec for 016776A

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173591A

OmniSpin Spinner Surface Mount



Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

OmniSpin Spinner: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

OmniSpin Spinner Frame Assembly: (Frame) Weldment comprised of 2.375" (60,33 mm) O.D. RS20 (.095"-.105") (2,41 mm-2,66 mm) wall galvanized steel tubing, 2.875" (73,03 mm) O.D. RS40 (.160"-.170") (4,06 mm-4,32 mm) wall galvanized steel tubing, 1/4" (6,35 mm) HR flat steel and 3 1/2" (88,9 mm) O.D. CF steel bar. (Base) Weldment comprised of 3/8" (9,53 mm) HRPO sheet steel and 3/16" (4,75 mm) HRPO sheet steel. (Shock Covers) 16 GA (.060") (1,52 mm) HRPO sheet steel. (Crank Arms & Pins) Fabricated from stainless steel. (Shocks) Gas shocks with fixed bearings. Finish: ProShield, black in color.

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277369A

WhirlyQ Spinner SM Only

GripX Deck Surface: 3/4" (19,05 mm) Thick Permalene®, black in color.

Helix Tubes: Weldment comprised of 1.90" (48,26 mm) O.D. RS40 (.120" - .130") (3,05 mm - 3,30 mm) wall galvanized steel tubing, 1/4" (6,35 mm) HRPO steel plate, 1/2" (12,7 mm) HRPO steel plate. Finish: ProShield, color specified.

Deck Gussets: Weldment comprised of 2" (50,8 mm) square .120 wall (11ga) steel tubing, 1/4" (6,35 mm) HRPO steel plate, 3/8" (9,53 mm) HRPO steel plate. Finish: Hot Dip Galvanized.

Top Ring: Weldment comprised of 2" (50,8 mm) squarer .120 wall (11ga) steel tubing and 3/8-16unc thread inserts. Finish: ProShield, color specified.

Shaft Top Plate: Comprised of 3/8" (9,53 mm) HRPO steel plate. Finish: ProShield, specify color.

Deck: Comprised of .120 (3,05mm) 11ga HRPO steel sheet and 3/8-16UNC steel threaded inserts. Finish: Zinc plated.

Base Assembly: Comprised of (Base Frame) Weldment comprised of .179 ( 4,55 mm) HRPO steel sheet, 3/8" (9,53 mm) HRPO steel plate, 1/2" (12,7 mm) HRPO steel plate, 7-1/4" (184,15 mm) O.D. CF steel bar, 3/4" (19,05 mm) O.D. stainless steel bar. Finish: Zinc Plated  
(Shock Cover) Comprised of .105" (2,67 mm) HRPO steel sheet, 3/8-16unc thread inserts. Finish: ProShield, black in color.  
(Shaft) Comprised of 6" (152,4 mm) O.D. 1-1/2" wall (38,1 mm) CF steel tubing, 1/4" (6,35 mm) HRPO steel plate, 1/2" (12,7 mm) HRPO steel plate. Finish: Zinc plated.

(Crank Arm) Weldment comprised of 1/2" (12,7 mm) stainless steel plate, 1-1/8" (28,58 mm) O.D. stainless steel bar.  
(Crank Hub) Weldment comprised of 4-1/2" (38,1 mm) O.D. stainless steel bar, 7/8" (22,26 mm) O.D. stainless bar.  
(Hub Clamp) Comprised of .120" (3,05 mm) (11ga) stainless steel sheet  
(Shocks) Gas shocks with fixed oillite bearings.  
(Bearings) 5" (127 mm) I.D. Tapered Roller Bearings

Spinner Top/Bottom: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

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173594A

Log Crawl Tunnel DB Only

Log Crawl Tunnel Assembly: Weldment comprised of 1.900" (48,26 mm) O.D. RS20 (.090"-.100") (2,29 mm-2,54 mm) wall galvanized steel tubing, 3/16" HRPO steel plate and 7" x 3" x 3/16" (178 mm x 76 mm x 4,75 mm) wall rectangular tube. (Log Crawl Tunnel assembled) Glass reinforced wet cast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

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214441A

Rhapsody Vivo Metallophone DB

Top & Bottom Panels: Permalene®, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Mallet: Comprised of 2" (50,8 mm) diameter grey or black polyurethane, 1/2" (12,7 mm) diameter aluminum handle and 3/16" (4,74 mm) diameter stainless steel cable with nylon coating.

Cradle Bracket: Made from 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.

Tubes: Made from 1.250" (31,75 mm) diameter x .125" (3,17 mm) wall aluminum tube.

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214442A

## Rhapsody Grandioso Chimes DB

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Cables: Comprised of 3/16" (4,74 mm) diameter stainless steel cable with nylon coating.

Frame: Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125")(3,17 mm) wall galvanized steel tubing, 1/4" stainless steel sheet and 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.

Footer: Weldment comprised of 2.375" (60,32 mm) O.D. RS20 (.095"-.105")(2,41 mm-2,66 mm) wall galvanized steel tubing, and 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified

Mallet Bar: Weldment comprised of 2.375" (60,32 mm) O.D. RS40 (.130"-.140")(3,30 mm-3,55 mm) wall galvanized steel tubing, and 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.

Mallet Mount: Permalene®, color specified.

Music Hook: Fabricated from 7 GA. (.188")(4,77 mm) stainless steel.

Base/Tab Plate: Weldment comprised of 3/8" (9,52 mm) thick HRPO steel sheet, and 1/4" (6,35 mm) thick stainless steel sheet. Finish: ProShield®, color specified.

Tube: Comprised of 3.000" (76,2 mm) O.D. x (.125")(3,17 mm) wall aluminum tubing, and 1/2" (12,7 mm) diameter aluminum rod.

Mallet: Comprised of 2" (50,8 mm) diameter grey or black polyurethane, 1/2" (12,7 mm) diameter aluminum handle and 3/16" (4,74 mm) diameter stainless steel cable with nylon coating.

Cradle Top & Bottom: Permalene®, color specified.

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250340A

## Rhapsody Cascata Bells DB

Cables: Comprised of 3/16" (4,74 mm) diameter stainless steel cable with nylon coating.

Footer: Weldment comprised of 2.375" (60,32 mm) O.D. RS20 (.095"-.105")(2,41 mm-2,66 mm) wall galvanized steel tubing, and 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Frame: Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125")(3,17 mm) wall galvanized steel tubing, 1/4" stainless steel sheet and 3/8" (9,50 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.

Mallet: Comprised of 2" (50,8 mm) diameter light grey polyurethane, 1/2" (12,7 mm) diameter aluminum handle and 3/16" (4,74 mm) diameter stainless steel cable with nylon coating.

-----

182503C

Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Post: Weldment comprised 2.375" (60,33 mm) O.D. RS20 (.095-.105) (2,41 mm-2,67 mm) wall galvanized tube, 1/4" (6,35 mm) HRPO steel sheet and aluminum post cap. Finish: ProShield, color specified.

Sign Panel: Panel is fabricated from 1/8" (.125")(3,17 mm) aluminum plate. Finish: ProShield®, gray in color. (Sign) Digital image is transferred to a 1/8" (.125")(3,17 mm) ProShield coated aluminum plate, then infused into the ProShield.

-----

Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/ or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-YEAR LIMITED WARRANTY

On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-YEAR LIMITED WARRANTY

On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-YEAR LIMITED WARRANTY

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-YEAR LIMITED WARRANTY

On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

#### 5-YEAR LIMITED WARRANTY

On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

#### 3-YEAR LIMITED WARRANTY

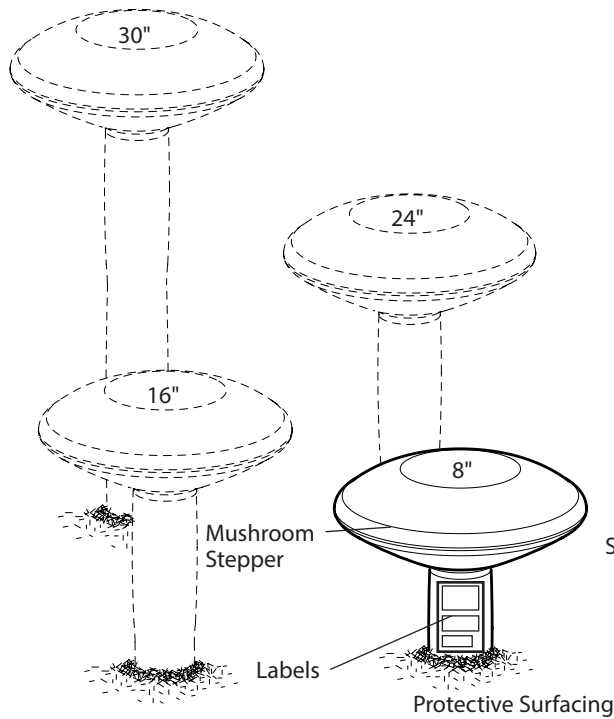
On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

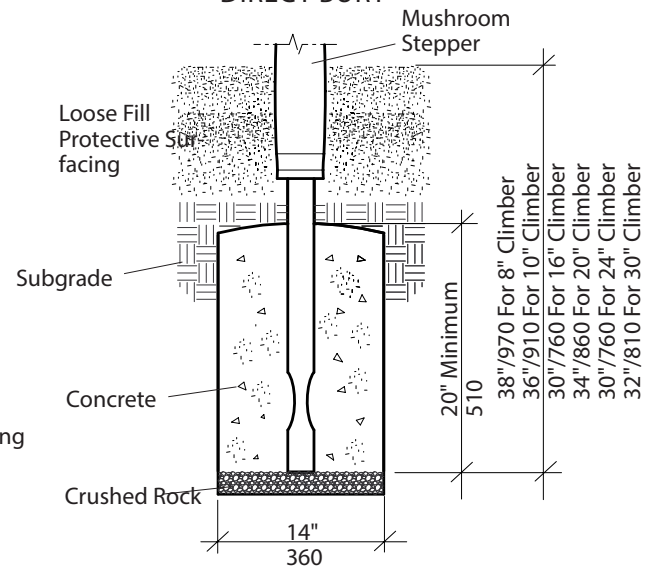
This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



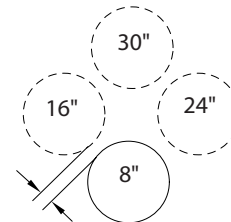




**DETAIL  
DIRECT BURY**



**PLAN VIEW/FOOTING LAYOUT**  
(Layout Varies - See Your Plan)



- 171568 8" Height (Shown)
- 171569 10" Height
- 171570 16" Height
- 171571 20" Height
- 171572 24" Height
- 171573 30" Height

Play Naturally™

Climbers

Mushroom Steppers



# Climbers Mushroom Steppers

## Parts List

Part#	Description	Qty.
206827	GFRC Mushroom 8"-16" (DB) .....	*
206828	GFRC Mushroom 20"-24" (DB) .....	*
206829	GFRC Mushroom 30"-32" (DB) .....	*
<b>224345</b>	<b>Warning Label Pkg 2-12 (Mushroom 8"-16" Only) ..</b>	<b>1</b>
183064	Label Warning .....	1
200331	Label 2-5 Yrs .....	1
200332	Label 2-12 Yrs .....	1
200333	Label 5-12 Yrs .....	1

DB = Direct Bury

\* = Quantity Determined By Your Order

## Specifications

### GFRC Mushroom

**Assembly:** (**Support**) Comprised of 2  $\frac{3}{8}$ " O.D. RS40 (.130"-.140" wall) galvanized steel tubing. Finish: Pro-Shield®. (**Mushroom Stepper**) Glass reinforced wet cast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

**Installation Time:** Approx.  $\frac{3}{4}$  man hour each

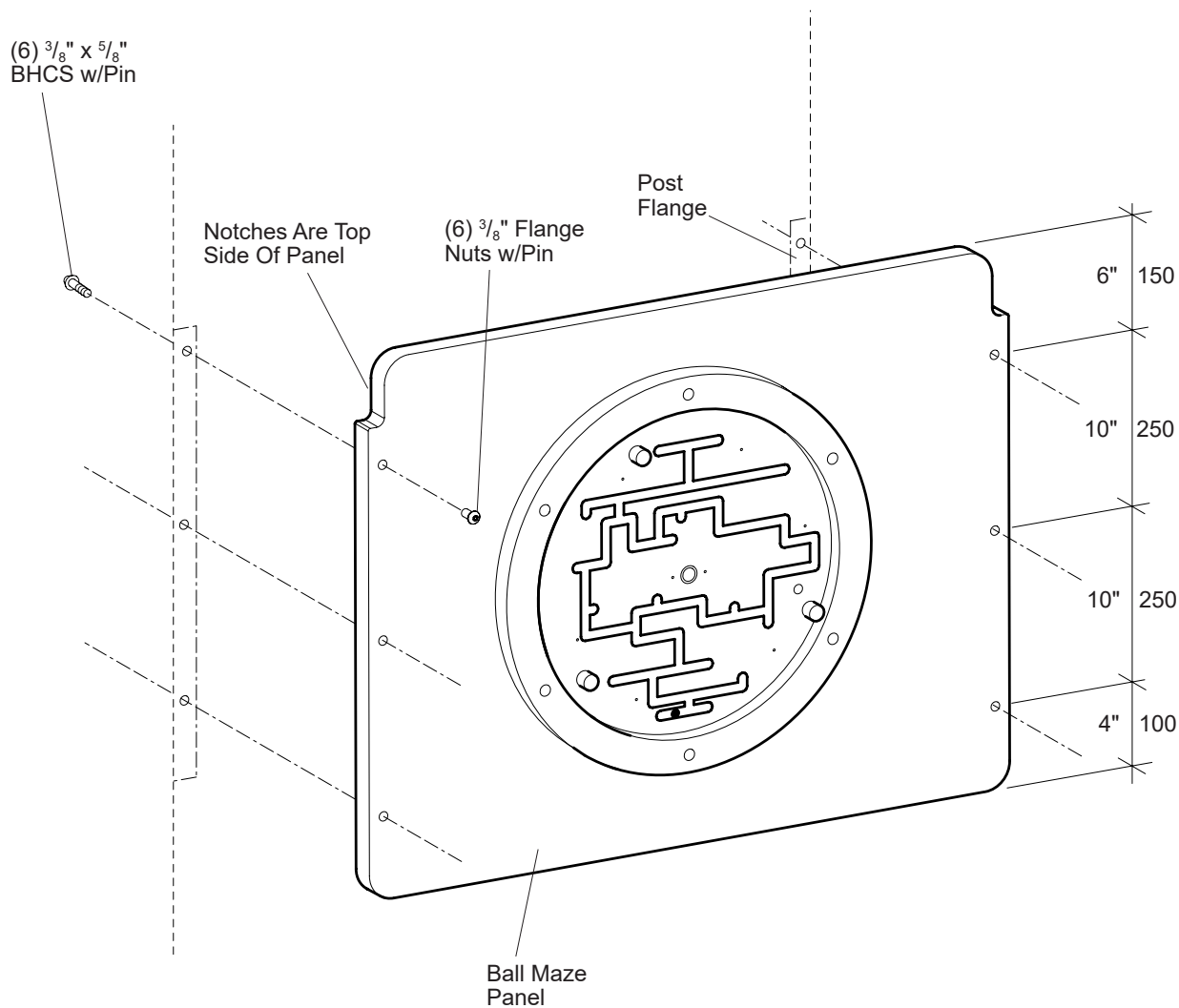
**Concrete Req.:** Approx. 1.78 cu. ft. each

**Weight:** 8" - 333 lbs.  
10" - 333 lbs.  
16" - 333 lbs.  
20" - 337 lbs.  
24" - 337 lbs.  
30" - 342 lbs.

## Installation Instructions

- 1) **(Direct Bury)** Dig footing as shown. Refer to your Site Plan For Footing Locations.
- 2) To unload the Mushroom Stepper and place in footing hole, a "Lull" type material handler and strap are recommended. Position Mushroom Stepper in footing hole, and prop in plumb position. With Mushroom Stepper plumb, pour concrete footing. Allow concrete footings to cure for a minimum of 72 hours before users are allowed to play on the structure.
- 3) (Mushroom 8"-16" only) Apply the warning label and age label for the intended age range.
- 4) Install protective surfacing before users are allowed to play on the structure.
- 5) **NOTE: After installation if Touch-up/Repairs are needed, contact Landscape Structures at 1-888-574-4678.**

**PS = Playshaper**  
**LW = Learning Wall - Mounted 10 3/4"**  
**Above The Playing Surface.**



**NOTE:**  
The Ball Maze Panel  
is pre-assembled at  
the factory.



# PlayShaper® 111300/184868 Ball Maze Panel

## Parts List

Part#	Description	Qty.
133220	Ball Maze Panel Assy., Specify Color.....	1
<b>106480</b>	<b>Ball Maze Hardware Package</b> .....	1
100195	$\frac{3}{8}$ " x $\frac{5}{8}$ " BHCS w/Pin, SST .....	6
100353	$\frac{3}{8}$ " Flange Nut w/Pin, SST .....	6

**Permalene® Panel:** Two color panel measures 39  $\frac{1}{2}$ " wide x 30" high, color specified.

**Cover:** Made from .177" thick x 18  $\frac{5}{16}$ " diameter clear polycarbonate.

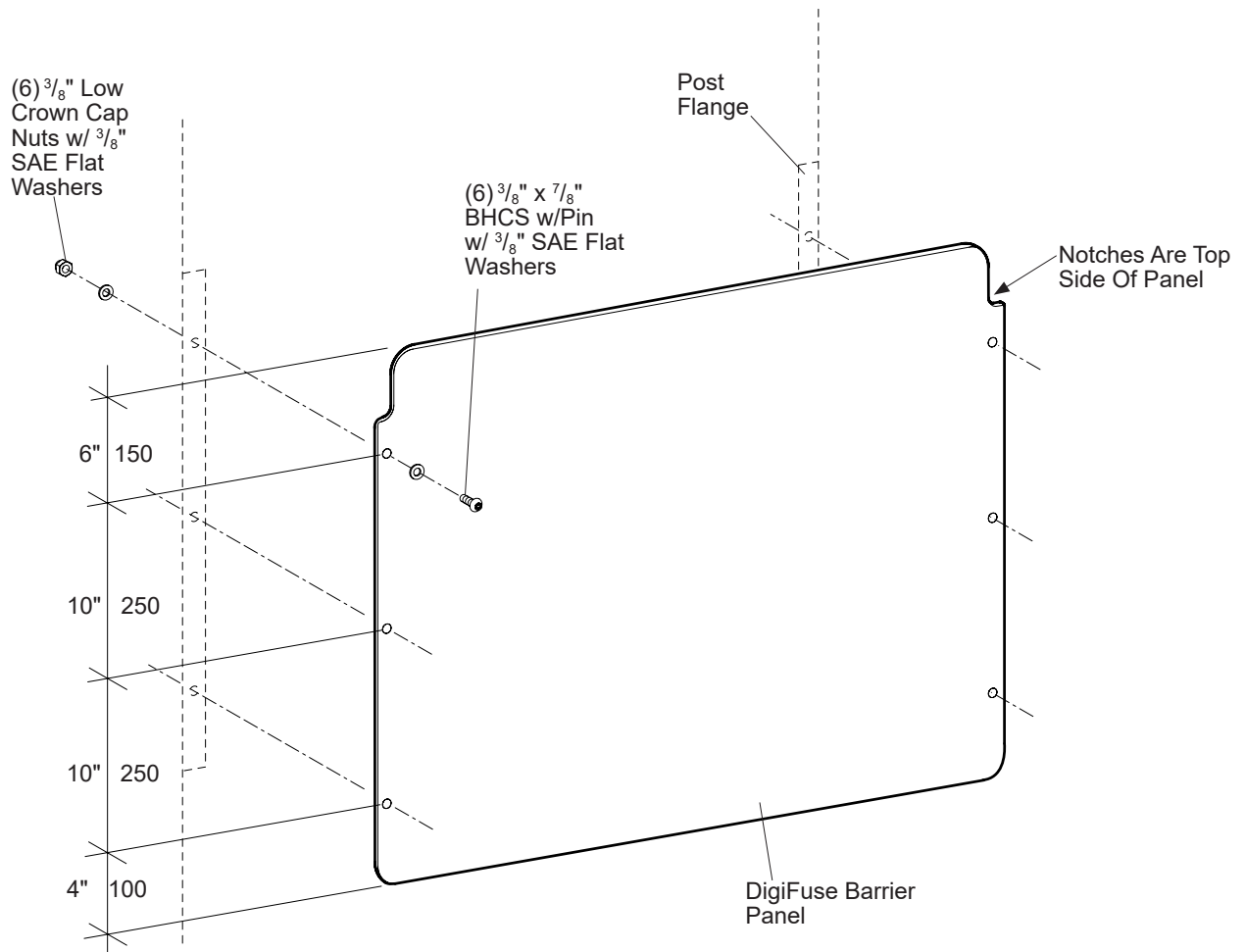
**Ball:**  $\frac{1}{2}$ " Diameter, stainless steel.

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**Installation Time:** Approx.  $\frac{1}{4}$  man hour  
**Weight:** 52 lbs.

## Installation Instructions

- 1) Attach panel to post flanges using  $\frac{3}{8}$ " x  $\frac{5}{8}$ " BHCS w/pin and  $\frac{3}{8}$ " flange nuts w/pin.
- 2) Install protective surfacing before users are allowed to play on the structure.



**NOTE:** Due to the possibility of scratching, it is important to leave packaging on panel until immediately prior to installation.



# PlayShaper® 217913 DigiFuse® Barrier Panel

## Parts List

Part#	Description	Qty.
218030	DigFuse Barrier Panel-Color/Shapes .....	*
218031	DigFuse Barrier Panel-Letters/Numbers .....	*
218032	DigFuse Barrier Panel-Food/Feelings .....	*
218033	DigFuse Barrier Panel-Bus/City .....	*
218034	DigFuse Barrier Panel-Books/Night Time .....	*
218035	DigFuse Barrier Panel-Sunshine/Rain.....	*
218036	DigFuse Barrier Panel-Bed/Bath Multicolor .....	*
218037	DigFuse Barrier Panel-Clothes/Feet Multicolor.....	*
218038	DigFuse Barrier Panel-Bed/Bath Natural .....	*
218039	DigFuse Barrier Panel-Clothes/Feet Natural .....	*
251086	DigFuse Barrier Panel-Hospital/Bodies .....	*
251087	DigFuse Barrier Panel-Cars/Trains .....	*
251088	DigFuse Barrier Panel-World/Sea .....	*
251089	DigFuse Barrier Panel-Music/Art.....	*
251090	DigFuse Barrier Panel-Play/Nature .....	*
251091	DigFuse Barrier Panel-Castle/Books.....	*
251092	DigFuse Barrier Panel-Carnival/Music .....	*
251093	DigFuse Barrier Panel-Grandparents/Feelings.....	*
251094	DigFuse Barrier Panel-Foods/Bodies .....	*
259407	DigFuse Barrier Panel-Shadows/Senses.....	*
259408	DigFuse Barrier Panel-Move/Senses.....	*
XXXXXX	Custom Artwork Panel .....	*
<b>218204</b>	<b>Panel Hardware Package .....</b>	<b>1</b>
100196	$\frac{3}{8}$ " x $\frac{7}{8}$ " BHCS w/Pin, SST .....	6
100349	$\frac{3}{8}$ " Low Crown Cap Nut, SST .....	6
100365	$\frac{3}{8}$ " SAE Flat Washer, SST.....	12

\* = Quantity Determined By Your Order

## Installation Instructions

- 1) Attach panel to post flanges using  $\frac{3}{8}$ " x  $\frac{7}{8}$ " BHCS w/pin with  $\frac{3}{8}$ " SAE flat washers and  $\frac{3}{8}$ " low crown cap nuts with  $\frac{3}{8}$ " SAE flat washers.
- 2) Install protective surfacing before users are allowed to play on the structure.

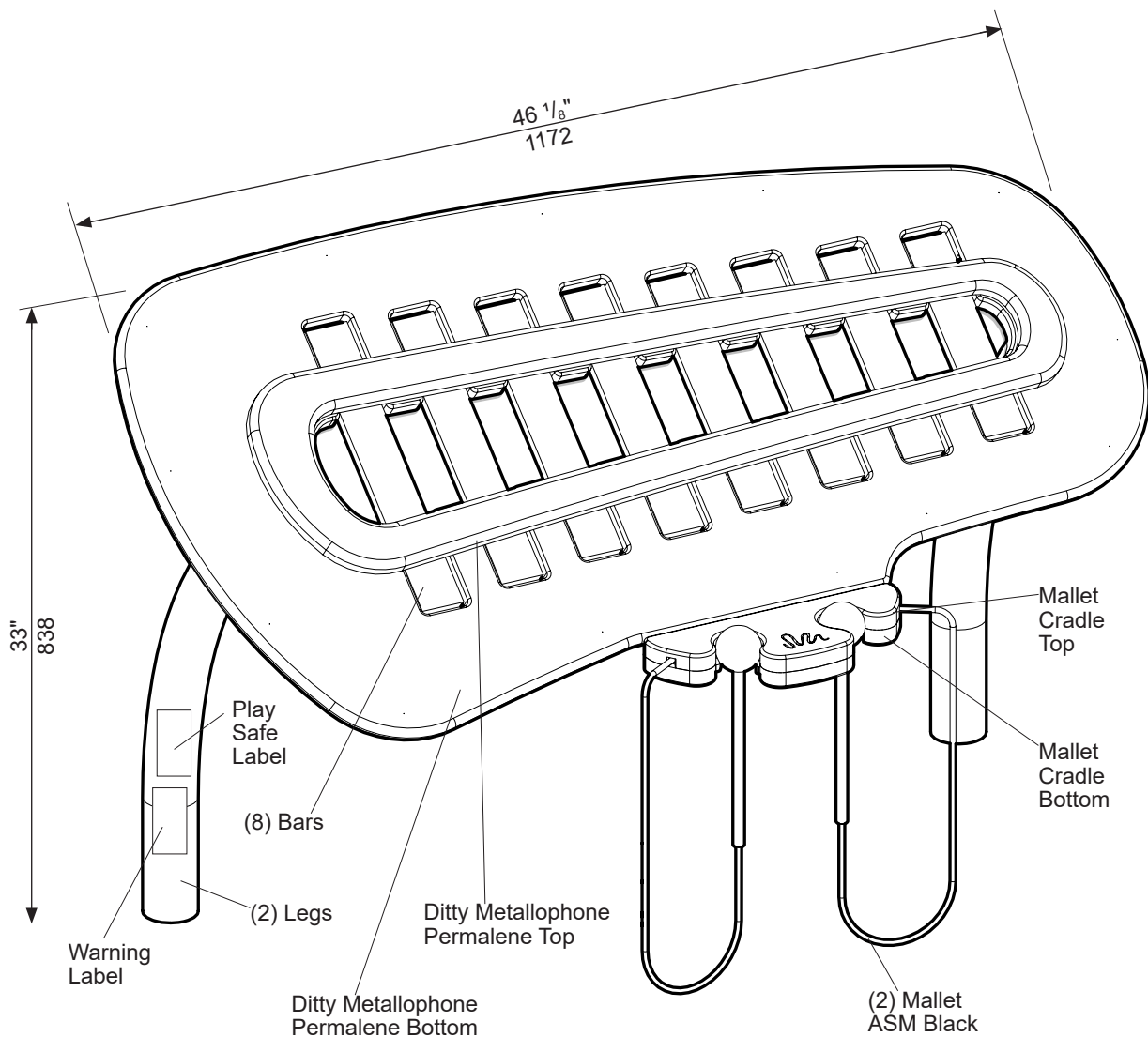
**DigiFuse Panel:** Made from  $\frac{1}{4}$ " (6,35 mm) thick aluminum sheet. Dye sublimation printed digital artwork is fused onto the powdercoated substrate.

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**Installation Time:** Approx.  $\frac{1}{4}$  man hour

**Weight:** 31 lbs.



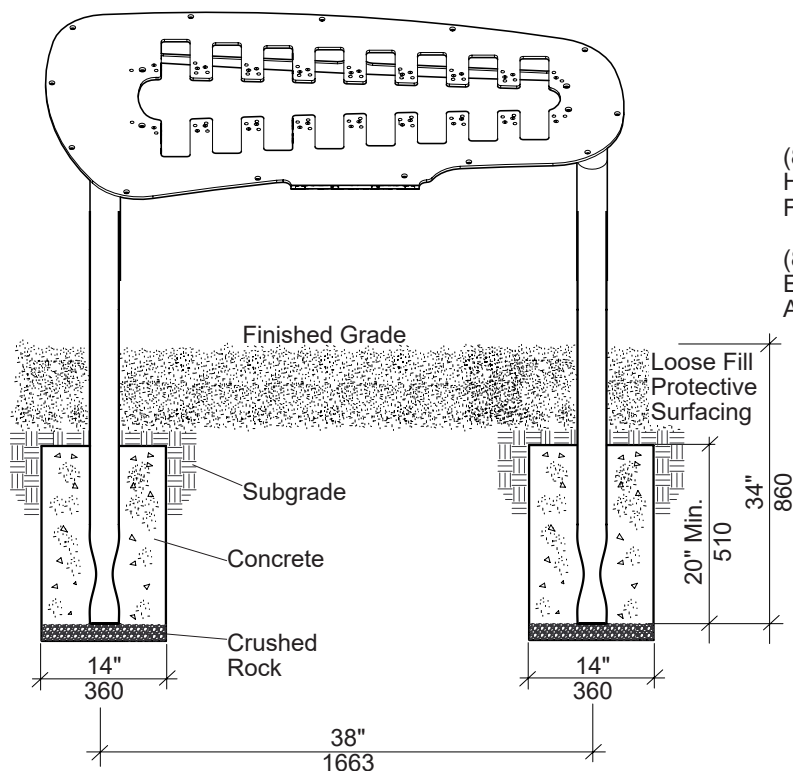


## Sensory Play

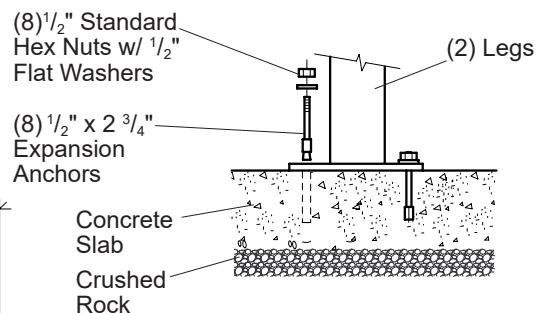
## 228212 Ditty™ Metallophone

Page 1 of 7

**DETAIL  
DIRECT BURY**



**DETAIL  
SURFACE MOUNT**

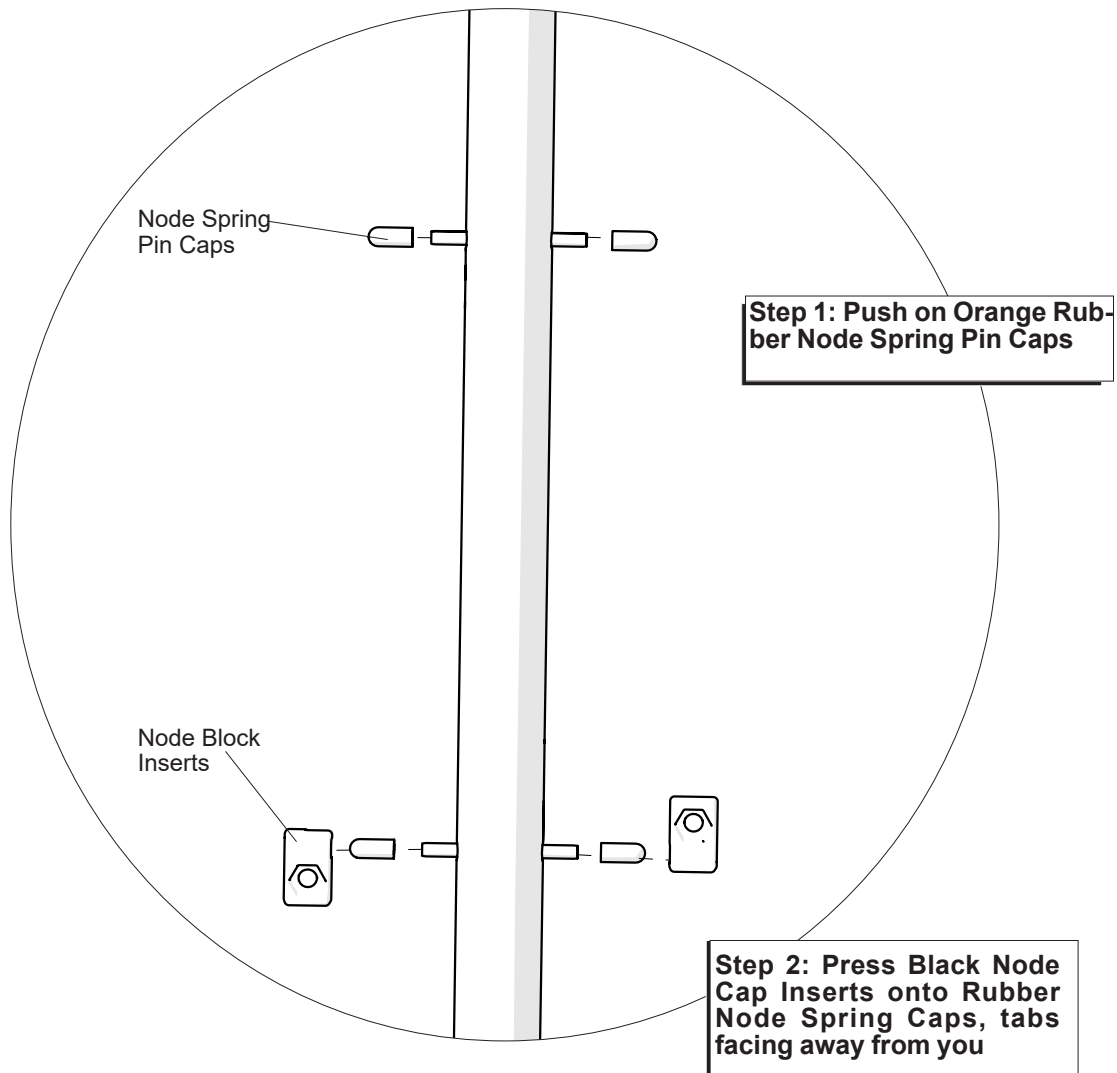


**DETAIL  
PROPPED IN FINAL POSITION**



**NOTE:** Picture shown is an example of how to prop the Ditty Metallophone assembly in position, using 2 x 4 boards and wooden stakes, prior to pouring concrete footings.

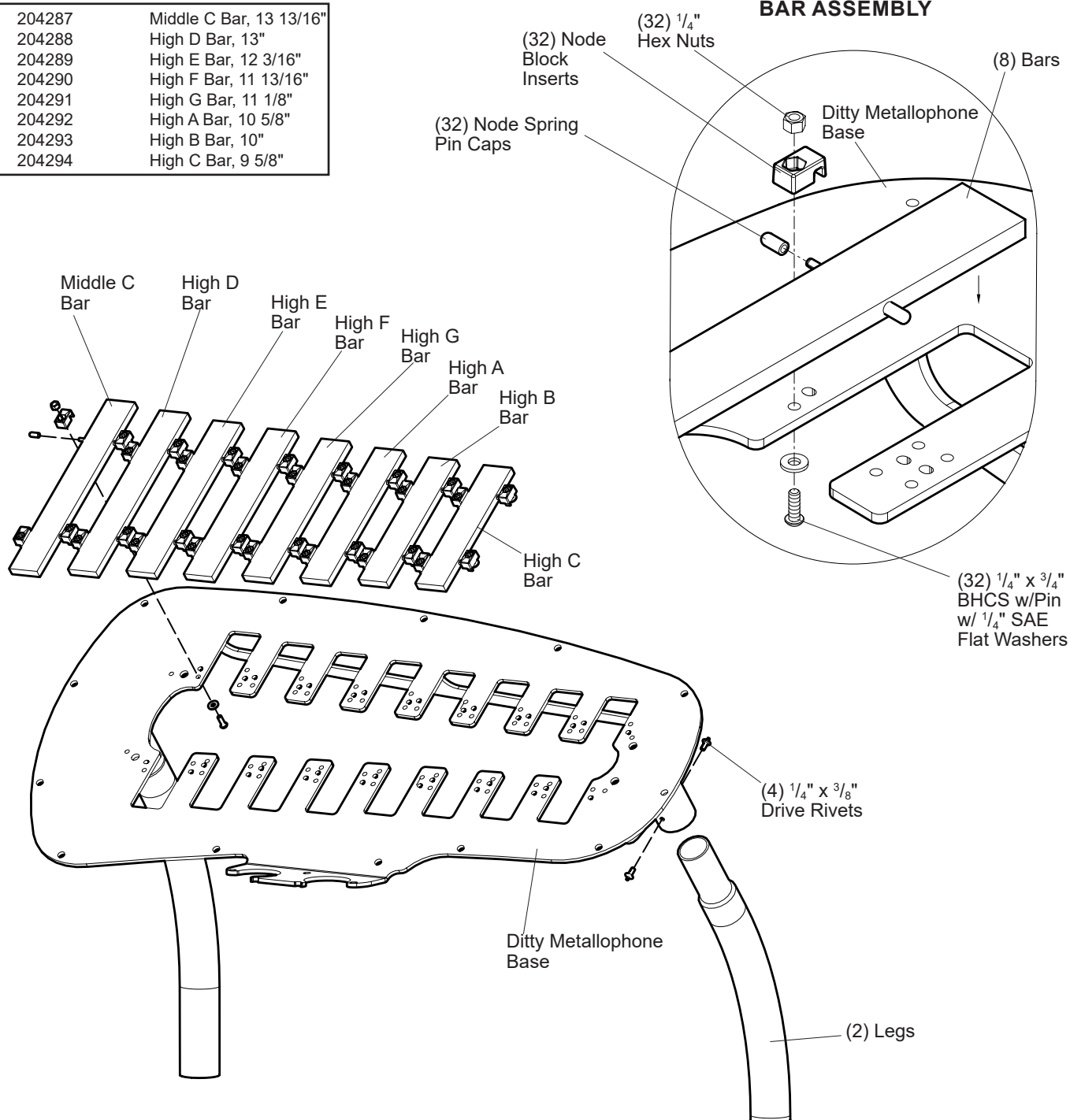
## DETAIL PRE-ASSEMBLE TUBE MOUNTS



This will  
self-align the node block inserts for the bolt connections.

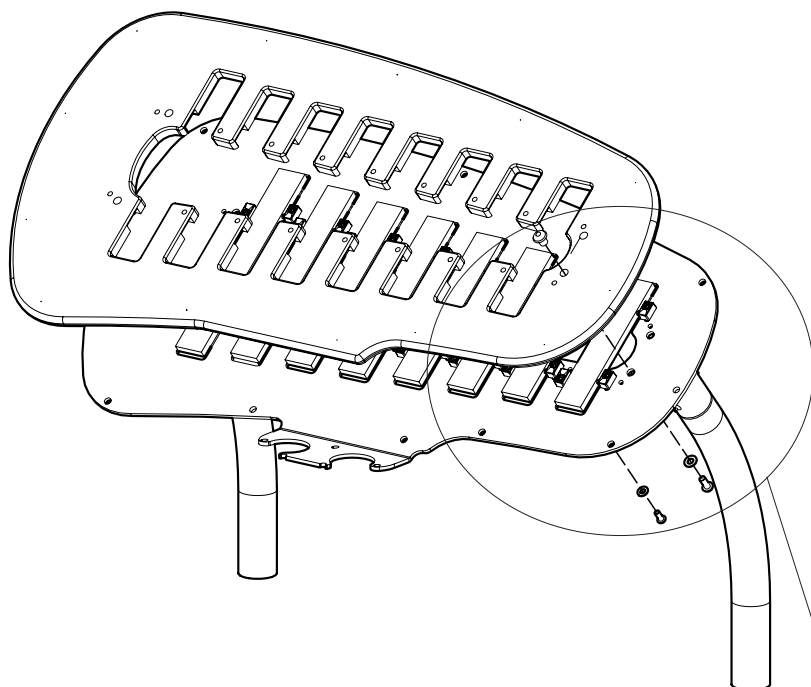
204287	Middle C Bar, 13 13/16"
204288	High D Bar, 13"
204289	High E Bar, 12 3/16"
204290	High F Bar, 11 13/16"
204291	High G Bar, 11 1/8"
204292	High A Bar, 10 5/8"
204293	High B Bar, 10"
204294	High C Bar, 9 5/8"

## DETAIL BAR ASSEMBLY

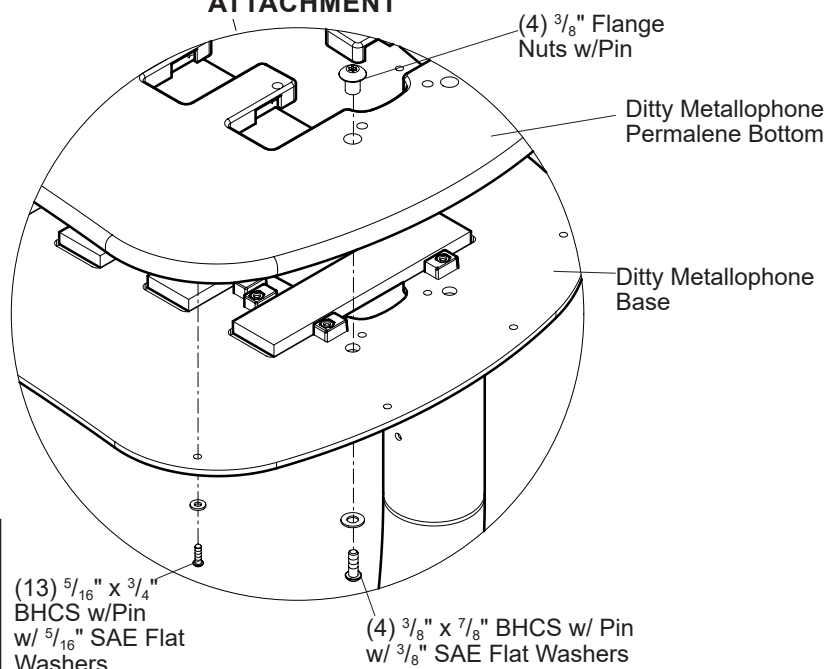


**NOTE:** Assembly shown has been rotated for clarity.

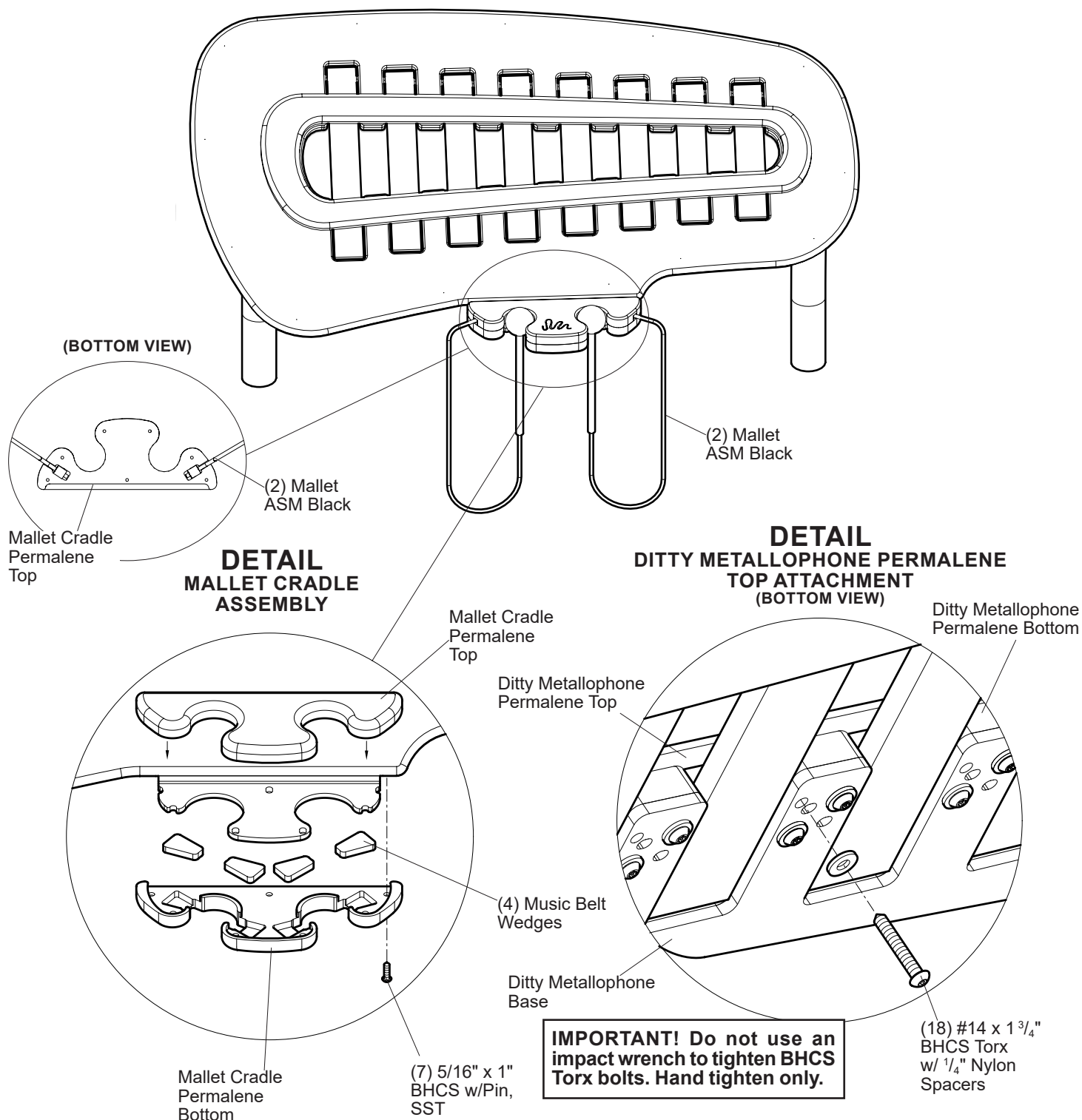
NOTE: Assembly shown has been rotated for clarity.



**DETAIL  
PERMALENE BOTTOM  
ATTACHMENT**



**IMPORTANT! Do not use an impact wrench to tighten BHCS Torx bolts. Hand tighten only.**





## Parts List

Part#	Description	Qty.
227381	Ditty Metallophone Base, Specify Color.....	1
227389	Ditty Metallophone Permalene Bottom, Specify Color	1
227393	Ditty Metallophone Permalene Top, Specify Color .....	1
228511	Metallophone Leg, (DB), Specify Color .....	2
227468	Metallophone Leg, (SM), Specify Color .....	2
268146	Mallet Cradle Permalene Top, Specify Color.....	1
268148	Mallet Cradle Permalene Bottom, Specify Color.....	1
<b>228505</b>	<b>Ditty Chimes Kit .....</b>	<b>1</b>
204287	Middle C Bar, 13 13/16" .....	1
204288	High D Bar, 13" .....	1
204289	High E Bar, 12 3/16" .....	1
204290	High F Bar, 11 13/16" .....	1
204291	High G Bar, 11 1/8" .....	1
204292	High A Bar, 10 5/8" .....	1
204293	High B Bar, 10" .....	1
204294	High C Bar, 9 5/8" .....	1
220677	Mallet Assembly, Black.....	2
<b>268170</b>	<b>Ditty™/Jingle™ Chimes Hardware Package .....</b>	<b>1</b>
211443	Node Block w/Insert.....	32
162374	1/4" x 3/4" BHCS w/Pin, SST .....	32
100364	1/4" SAE Flat Washer, SST.....	32
212291	Node Spring Pin Cap .....	32
228545	Music Belt Wedge .....	4
264971	5/16" x 1" BHCS w/Pin, SST .....	7
216762	#14 x 1 3/4" BHCS (Torx), SST .....	18
100365	3/8" SAE Flat Washer, SST.....	4
100196	3/8" x 7/8" BHCS (Torx), SST .....	4
100353	3/8" Flange Nut w/Pin, SST .....	4
216777	1/4" Hex Nut, SST .....	32
127463	T-27 TPP Hex Bit (Torx), SST .....	1
100611	1/4" x 3/8" Drive Rivet, AL/SST .....	4
230884	1/4" Nylon Spacers.....	18
223807	5/16" x 3/4" BHCS w/Pin, SST .....	13
223956	5/16" SAE Flat Washer .....	13
156845	Play Safe Label, 2-5 Yrs.....	1
183064	Warning Label .....	1
<b>121348</b>	<b>4-Hole Surface Mount Hardware Package .....</b>	<b>2</b>
100266	1/2" x 2 3/4" Standard Hex Nut, SST .....	8
100322	1/2" Standard Hex Nut, SST .....	8
100363	1/2" Flat Washer, SST .....	8

DB = Direct Bury  
SM = Surface Mount

**Bar Base:** Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125")(3,17 mm) wall galvanized steel tubing, and 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.

**Bar Top & Bottom:** Permalene®, color specified.

**Leg:** Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125")(3,17 mm) wall galvanized steel tubing. Finish: ProShield®, color specified.

**Bars:** Made from 1/2" (12,7 mm) thick x 2" (50,8 mm) wide aluminum.

**Cradle  
Top & Bottom:** Permalene®, color specified.

**Mallet:** Comprised of 2" (50,8 mm) diameter grey & black polyurethane, 1/2" (12,7 mm) diameter aluminum handle and 3/16" (4,74 mm) diameter stainless steel cable with nylon coating.

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

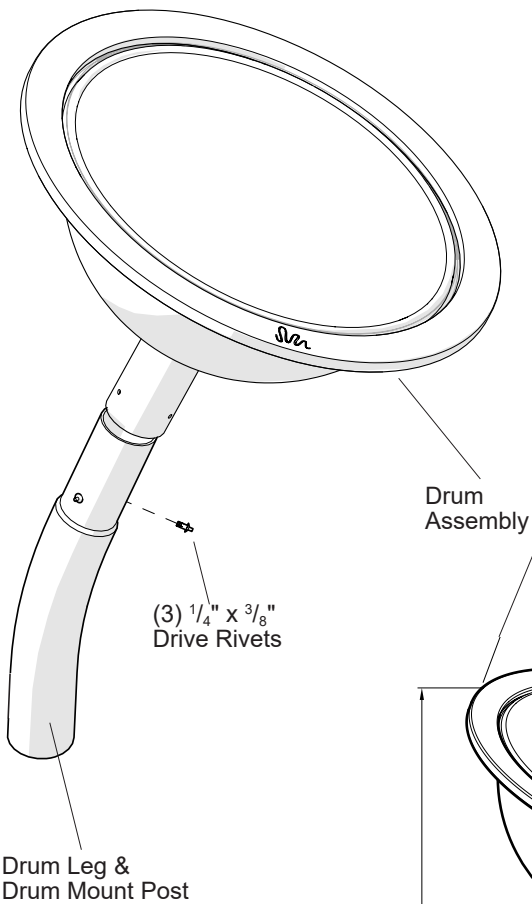
**Installation Time:** DB - Approx. 6 man hours  
SM - Approx. 4 man hours  
**Concrete Req.:** DB - Approx. 3.56 cu. ft.  
**Weight:** DB - 127 lbs.  
SM - 120 lbs.

## Installation Instructions

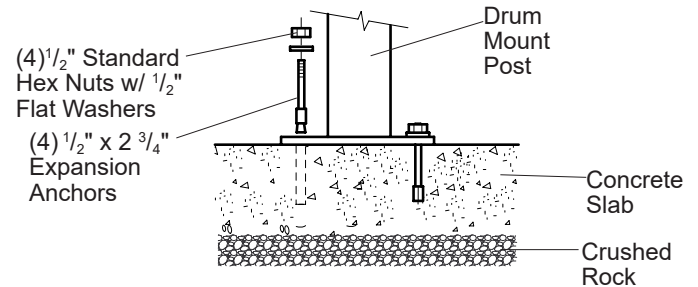
- 1) **(Direct Bury)** Dig footings as shown.
- 2) Insert metallophone legs into bar base tubes. Measurement from center to center of each leg should be 38" (1663 mm). With legs in correct position, drill through holes in bar base tubes and into metallophone legs with a 1/4" or "F" (only) drill bit. Insert 1/4" x 3/8" drive rivets into holes and hammer rivet pins in until flush with head. Refer to sheet 2.
- 3) **(Direct Bury)** Place metallophone legs into footing holes. With metallophone legs propped in plumb and final position, pour concrete footings. Allow concrete footings to cure for a minimum of 24 hours before completing assembly. **NOTE:** See back of sheet 1 for an example of Ditty Metallophone assembly propped in final position.  
**(Surface Mount)** With metallophone legs in plumb position, drill 1/2" x 3" deep holes through metallophone leg plates using hammer drill and 1/2" masonry bit. Tap expansion anchors into drilled holes. Fasten metallophone leg plates to expansion anchors using 1/2" standard hex nuts with 1/2" flat washers.
- 4) Place node spring caps on each end of bar pins. Attach bars and mallets to bar base as shown. Refer to the Bar Assembly Detail.
- 5) Attach Ditty metallophone Permalene bottom to Ditty metallophone base. Refer to the Permalene® Bottom Attachment Detail.
- 6) Attach mallet cradles to Ditty metallophone base, as shown. Refer to the Mallet Cradle Assembly Detail.
- 7) Attach Ditty metallophone Permalene top to metallophone base, as shown. Refer to the Ditty metallophone Permalene Top Attachment Detail.
- 8) Apply labels as shown.



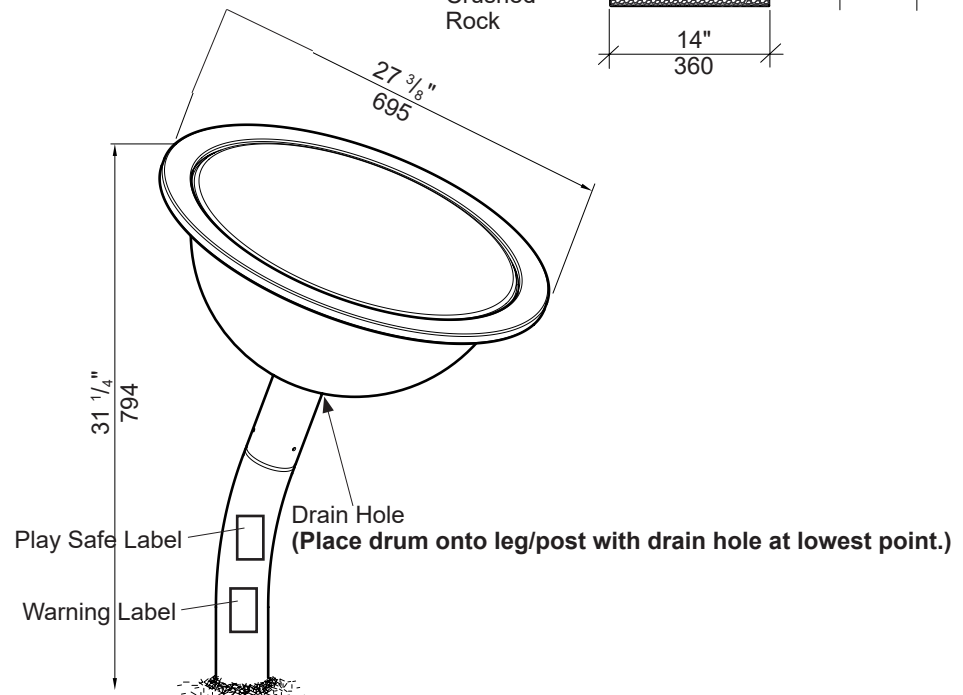
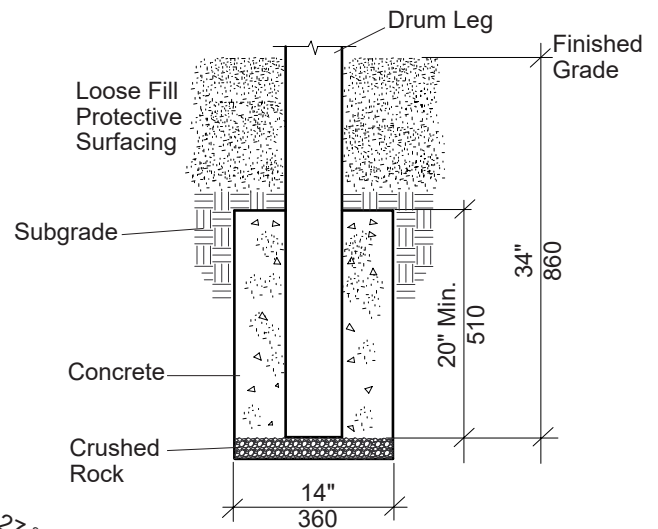
**DETAIL  
DRUM ASSEMBLY**



**DETAIL  
SURFACE MOUNT**



**DETAIL  
DIRECT BURY**



**Sensory Play**

**228217 Kettle Junior Drum**

## Parts List

Part#	Description	Qty.
228253	Kettle Drum Leg, DB, Specify Color.....	1
228252	Kettle Drum Mount Post, SM, Specify Color .....	1
279433	Kettle Drum Assembly, Specify Color .....	1
<b>280642</b>	<b>Kettle Drum Hardware Package .....</b>	<b>1</b>
100611	1/4" x 3/8" Drive Rivet, AL/SST .....	3
156845	Play Safe Label, 2-5 Yrs.....	1
183064	Warning Label .....	1
<b>121348</b>	<b>4-Hole Surface Mount Hardware Package .....</b>	<b>1</b>
100266	1/2" x 2 3/4" Standard Hex Nut, SST .....	4
100322	1/2" Standard Hex Nut, SST .....	4
100363	1/2" Flat Washer, SST .....	4

DB = Direct Bury

SM = Surface Mount

## Installation Instructions

- 1) **(Direct Bury)** Dig footing as shown.
- 2) **(Direct Bury)** With lower portion of drum leg plumb and in final position, pour concrete footing. Allow concrete footing to cure for a minimum of 24 hours before attaching drum assembly, drum head and trim to drum leg.  
  
**(Surface Mount)** Drill 1/2" x 3" deep holes through drum mount post plate using hammer drill and 1/2" masonry bit. Tap expansion anchors into drilled holes. Fasten drum mount post plate to expansion anchors using 1/2" standard hex nuts with 1/2" flat washers.
- 3) Place drum onto leg/post with drain hole at lowest point. Drill through holes in drum assembly and into drum leg/post with a 1/4" or "F" (only) drill bit. Insert 1/4" x 3/8" drive rivets into holes and hammer rivet pins in until flush with head.
- 4) Apply labels as shown.

**Trim:** Permalene®, color specified.

**Drum Leg:** Made from 3.500" (88,9 mm) O.D. RS20 (.125")(3,17 mm) wall galvanized steel tubing. Finish: ProShield®, color specified.

**Drum Assembly:** Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125")(3,17 mm) wall galvanized steel tubing and 11 GA. (.120")(3,05 mm) flat steel. Finish: ProShield®, color specified.

**Drum Head:** Translucent, UV stabilized polycarbonate with a matte textured surface on one side.

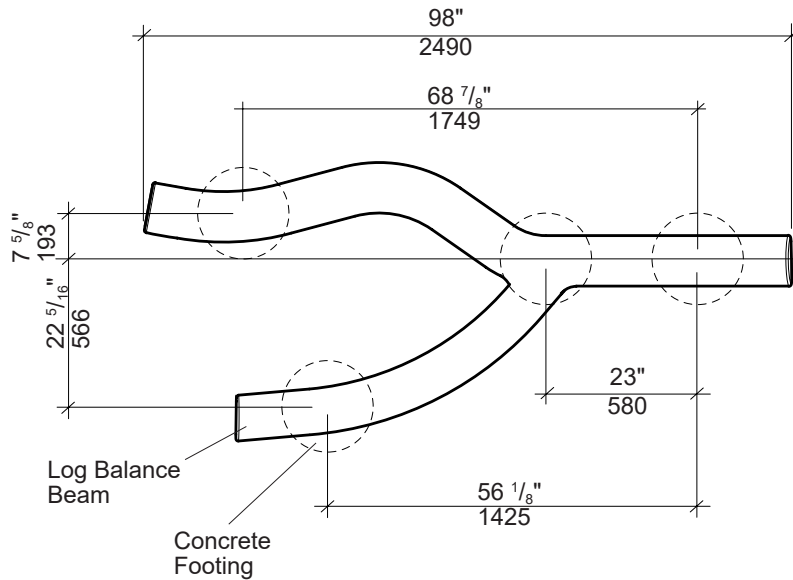
**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**Installation Time:** DB - Approx. 3 man hours  
SM - Approx. 2 1/2 man hours

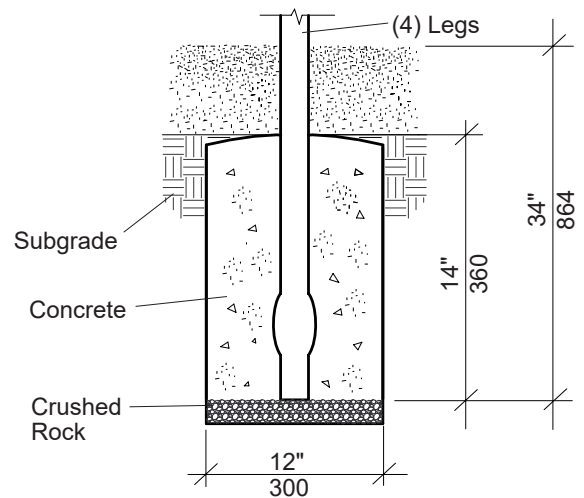
**Concrete Req.:** DB - Approx. 1.78 cu. ft.

**Weight:** DB - 62 lbs.  
SM - 56 lbs.

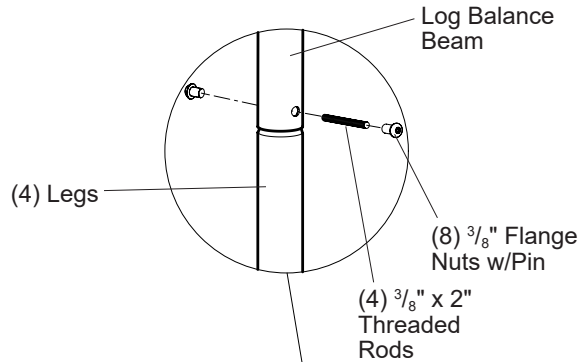
## PLAN VIEW/FOOTING LAYOUT



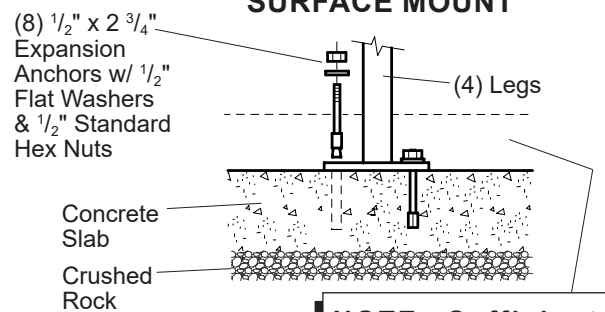
## DETAIL DIRECT BURY



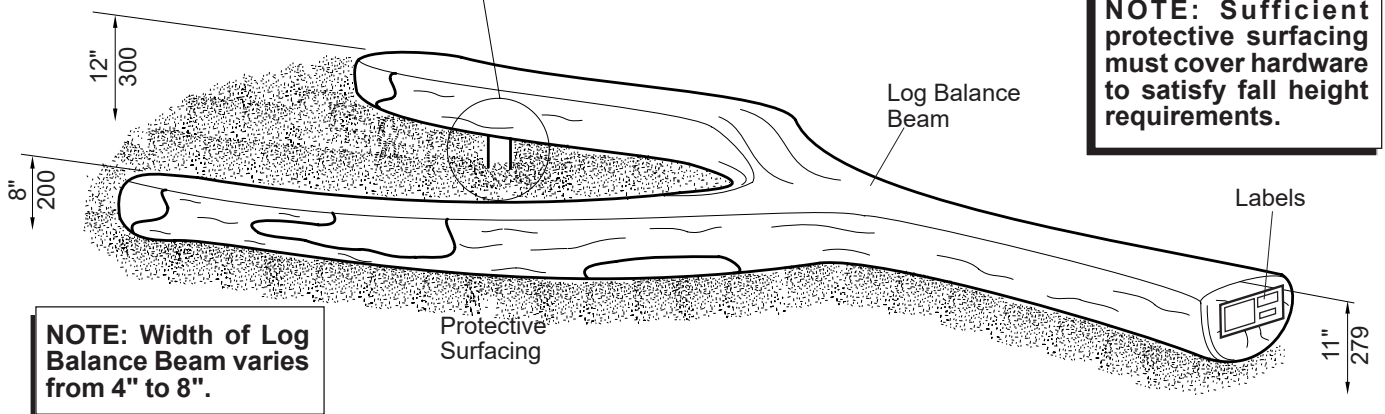
## DETAIL LEG ATTACHMENT



## DETAIL SURFACE MOUNT



**NOTE: Sufficient protective surfacing must cover hardware to satisfy fall height requirements.**



**NOTE: Width of Log Balance Beam varies from 4" to 8".**

Play Naturally™

Sports & Fitness

173596 Log Balance Beam

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185

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Document #27139500



# Sports & Fitness 173596 Log Balance Beam

## Parts List

Part#	Description	Qty.
175712	Log Balance Beam .....	1
175706	Leg, SM, Brown .....	4
175707	Leg, DB, Brown .....	4
<b>175717</b>	<b>Log Balance Beam Hardware Package .....</b>	<b>1</b>
100353	3/8" Flange Nut w/Pin, SST.....	8
116942	3/8" x 2" Threaded Rod, SST.....	4
<b>111392</b>	<b>2-Hole (SM) Hardware Package .....</b>	<b>4</b>
100266	1/2" x 2 3/4" Expansion Anchor .....	8
100322	1/2" Standard Hex Nut, SST .....	8
100363	1/2" Flat Washer, SST .....	8
<b>224345</b>	<b>Warning Label Package 2-12.....</b>	<b>1</b>
183064	Label Warning .....	1
200331	Label 2-5 Yrs.....	1
200332	Label 2-12 Yrs.....	1
200333	Label 5-12 Yrs.....	1

DB = Direct Bury  
SM = Surface Mount

## Log Balance Beam

**Assembly:** Weldment comprised of 1.900" O.D. RS20 (.090"-.100" wall) galvanized steel tubing and 2.375" O.D. RS20 (.095"-.105" wall) galvanized steel tubing. Finish: ProShield, brown in color. (Log-fully assembled) Wet cast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

**Leg:** Fabricated from 2.375" O.D. RS20 (.095"-.105" wall) galvanized steel tubing. Finish: ProShield, brown in color.

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**Installation Time:** Approx. 2 man hours

**Concrete:** Approx. 3.66 cu. ft.

**Weight:** 455 lbs. (DB) 435 lbs. (SM)

**Min. Use Zone:** 6' (1830 mm)

**Actual Size:** Log measures 98" long x 42" wide  
(2490 m x 1070 mm wide)

**Fall Height:** 12" (200 mm)

## Installation Instructions

1) **(Direct Bury)** - Dig footing holes, spaced as shown. Attach legs to log balance beam, using 3/8" x 2" threaded rods and 3/8" flange nuts with pin. Place log balance beam in footing holes and temporarily brace in plumb and level position. Pour concrete footings and let cure for a minimum of 72 hours before users are allowed to play on the structure.

**(Surface Mount)** - Attach legs to log balance beam, using 3/8" x 2" threaded rods and 3/8" flange nuts with pin. Set log balance beam in proper position and mark anchor bolt locations on concrete slab through holes in anchor plates. Move log balance beam aside and drill 1/2" x 3" deep holes in marked locations on concrete slab using 1/2" masonry bit and hammer drill. Reposition log balance beam over drilled holes and tap expansion anchors into holes. Fasten using and 1/2" standard hex nuts with 1/2" flat washers.

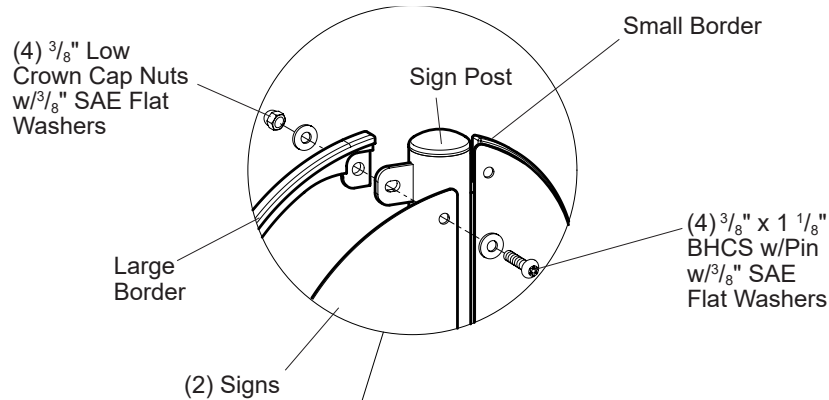
2) Apply the warning label and age label for the intended age range.

3) Install protective surfacing before users are allowed to play on the structure.

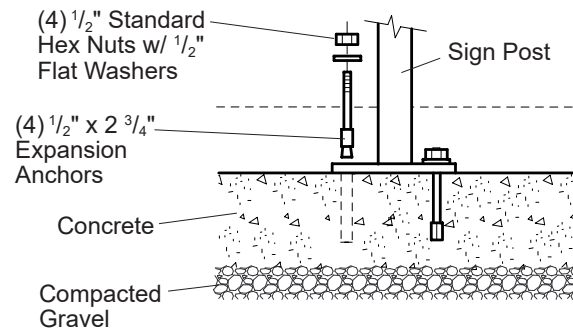
4) **NOTE: After installation if Touch-up/Repairs are needed, contact Landscape Structures at 1-888-574-4678.**



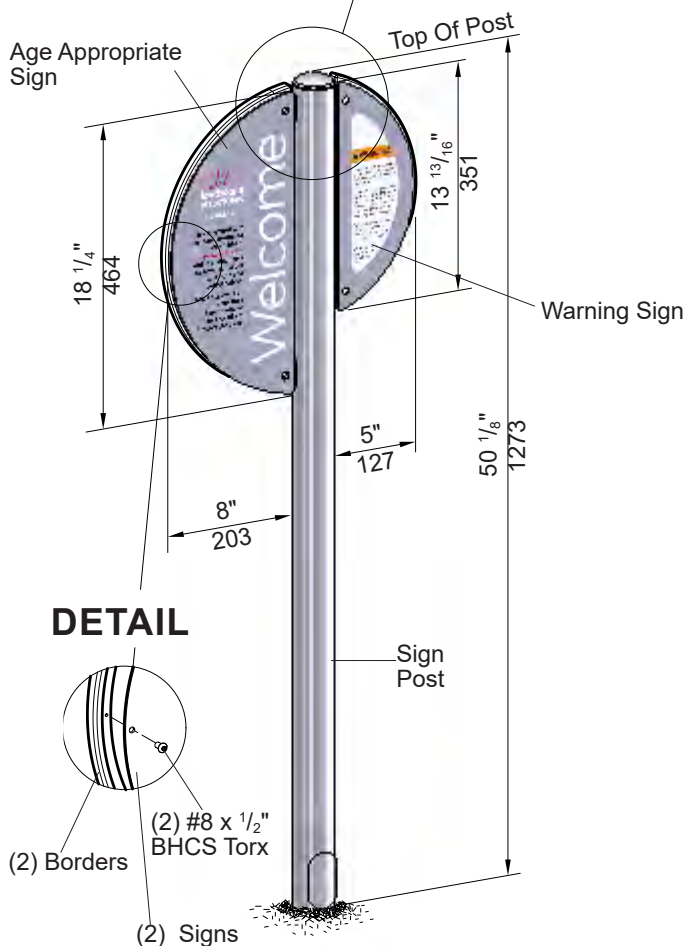
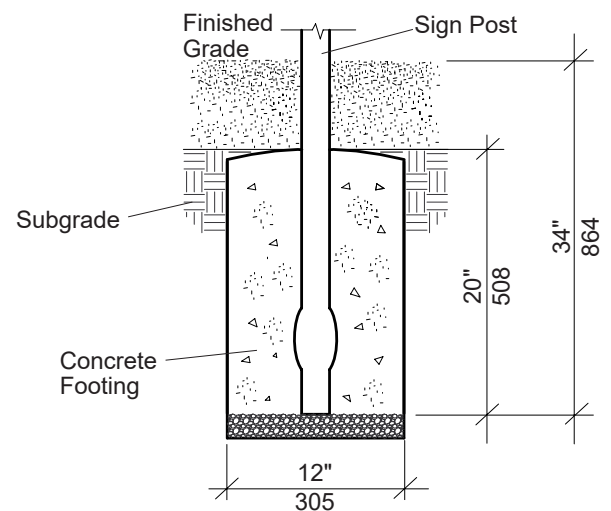
## DETAIL SIGN ATTACHMENT



## DETAIL SURFACE MOUNT



## DETAIL DIRECT BURY FOOTING



**Model 182503 - Landscape Structures Provided Welcome Sign**  
**Model 182504 - Welcome Sign**

## Signs

## Welcome Sign

## Parts List

Part#	Description	Qty.
219911	Warning Sign, Gray .....	1
219912	Age Appropriate Sign, 2-12 Years, Gray .....	*
219913	Age Appropriate Sign, 2-5 Years, Gray .....	*
219914	Age Appropriate Sign, 5-12 Years, Gray .....	*
219915	Age Appropriate Sign, 1 1/2-5 Years, Gray .....	*
219916	Age Appropriate Sign, 1 1/2-12 Years, Gray .....	*
219918	Age Appropriate Sign, 6-23 Months, Gray .....	*
180598	Sign Post (DB), Specify Color .....	*
181119	Sign Post (SM), Specify Color .....	*
193782	Large Border, Black .....	1
193783	Small Border, Black .....	1
<b>213258</b>	<b>Age/Warning Sign Hardware Package</b> .....	1
100198	3/8" x 1 1/8" BHCS w/Pin, SST .....	4
100349	3/8" Low Crown Cap Nut, SST .....	4
100365	3/8" SAE Flat Washer, SST .....	8
168323	#8 x 1/2" BHCS Torx, SST .....	2
169413	1/4-6 Lobe T-15 Tamp. Bit .....	1
<b>121348</b>	<b>4 Hole (SM) Hardware Package</b> .....	1
100266	1/2" x 2 3/4" Expansion Anchor .....	4
100322	1/2" Standard Hex Nut, SST .....	4
100363	1/2" Flat Washer, SST .....	4

DB = Direct Bury

SM = Surface Mount

\* = Quantity Determined By Your Order

## Installation Instructions

### Direct Bury

- 1) Dig footing hole to depth and diameter shown.
- 2) Attach sign panels and borders to post as shown, using  $\frac{3}{8}$ " x  $1\frac{1}{8}$ " BHCS with  $\frac{3}{8}$ " SAE flat washers and  $\frac{3}{8}$ " low crown cap nuts with  $\frac{3}{8}$ " SAE flat washers. Attach signs to borders using #8 x  $\frac{1}{2}$ " BHCS Torx.
- 3) Set sign assembly in footing hole and temporarily brace in plumb position.
- 4) Pour concrete footing. After concrete has cured, remove bracing.

### Surface Mount

- 1) Attach sign panels and borders to post as shown, using  $\frac{3}{8}$ " x  $1\frac{1}{8}$ " BHCS with  $\frac{3}{8}$ " SAE flat washers and  $\frac{3}{8}$ " low crown cap nuts with  $\frac{3}{8}$ " SAE flat washers. Attach signs to borders using #8 x  $\frac{1}{2}$ " BHCS Torx.
- 2) With sign in proper position, using a  $\frac{1}{2}$ " masonry bit and hammer drill, drill 3" deep holes into concrete slab through holes in post plate. Tap  $\frac{1}{2}$ " x  $2\frac{3}{4}$ " expansion anchors into holes and secure using  $\frac{1}{2}$ " standard hex nuts with  $\frac{1}{2}$ " flat washers.

**Sign Panel:** Panel is fabricated from  $\frac{1}{8}$ " (.125")(3,17 mm) aluminum plate. Finish: ProShield®, gray in color. **(Sign)** Digital image is transferred to a  $\frac{1}{8}$ " (.125")(3,17 mm) ProShield coated aluminum plate, then infused into the ProShield.

**Border:** Permalene, black in color.

**Post:** Weldment comprised 2.375" (60,33 mm) O.D. RS20 (.095-.105) (2,41 mm-2,67 mm) wall galvanized tube,  $\frac{1}{4}$ " (6,35 mm) HRPO steel sheet and aluminum post cap. Finish: ProShield, color specified.

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

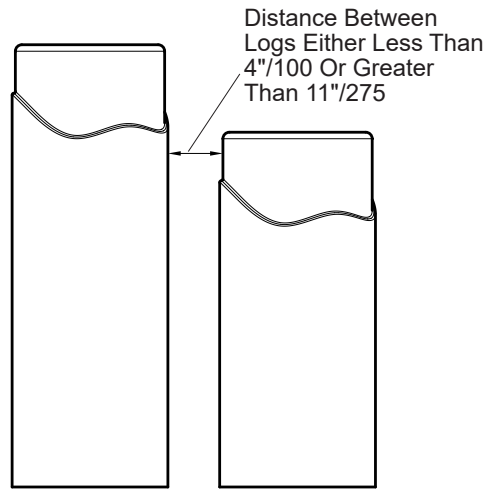
**Installation Time:** **(DB)** Approx. 1 man hour  
**(SM)** Approx.  $\frac{1}{2}$  man hour

**Concrete Req:** Approx. 1.31 cu. ft.

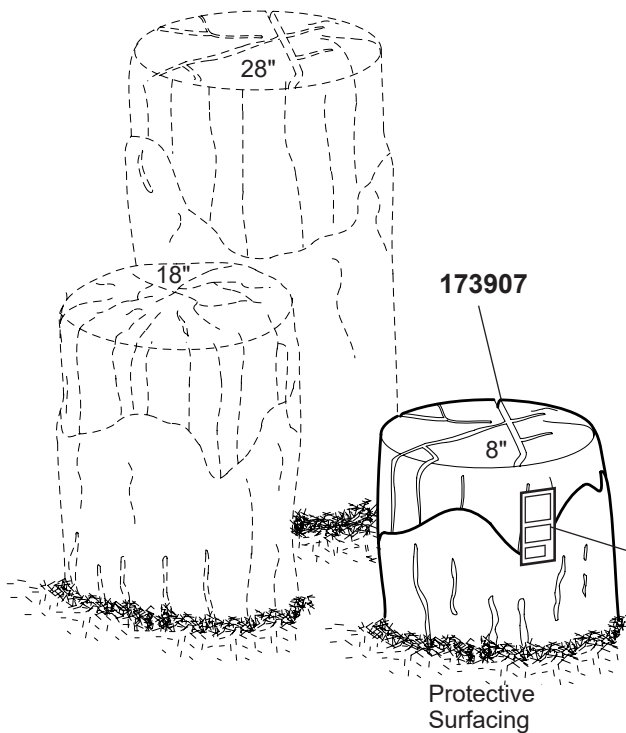
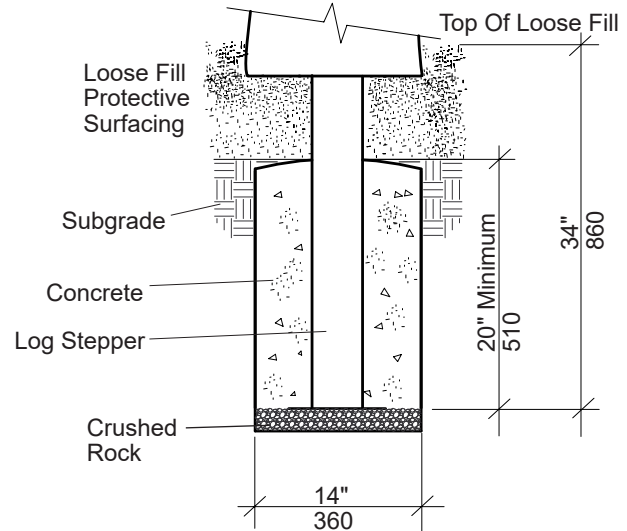
**Weight:** **(DB)** - 24 lbs.  
**(SM)** - 27 lbs.



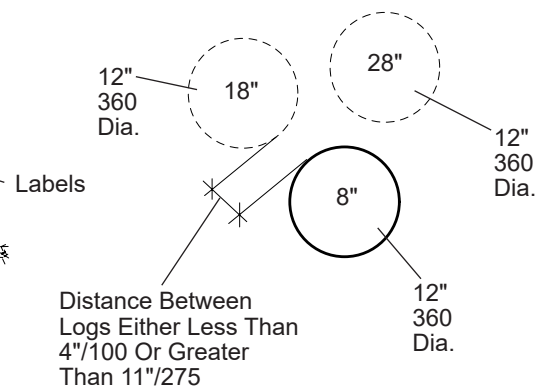
**DETAIL  
LOG STEPPER  
SPACING**



**DETAIL  
DIRECT BURY**



**PLAN VIEW/FOOTING LAYOUT  
(LAYOUT VARIES - SEE YOUR PLAN)**



**Play Naturally™**

173907 8" Height (Shown)  
173908 18" Height  
173909 28" Height

**Climbers**

**Log Steppers**

## Parts List

Part#	Description	Qty.
200691	8" Log Stepper (DB), Natural.....*	*
200692	18" Log Stepper (DB), Natural.....*	*
200693	28" Log Stepper (DB), Natural.....*	*
<b>224345</b>	<b>Warning Label Package 2-12 (8" Stepper Only).....</b>	<b>1</b>
183064	Label Warning.....	1
200331	Label 2-5 Yrs. ....	1
200332	Label 2-12 Yrs. ....	1
200333	Label 5-12 Yrs. ....	1

DB = Direct Bury

\* = Quantity Determined By Your Order

**Log Stepper Assy.:** (Footer Post) Weldment comprised of 5" O.D. x 11 GA. (.120") wall galvanized steel tubing and  $\frac{3}{16}$ " HRPO steel plate. Finish: ProShield, color specified. **(Log Stepper-fully assembled)** Precast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

**Installation Time:** Approx.  $\frac{1}{2}$  man hour each

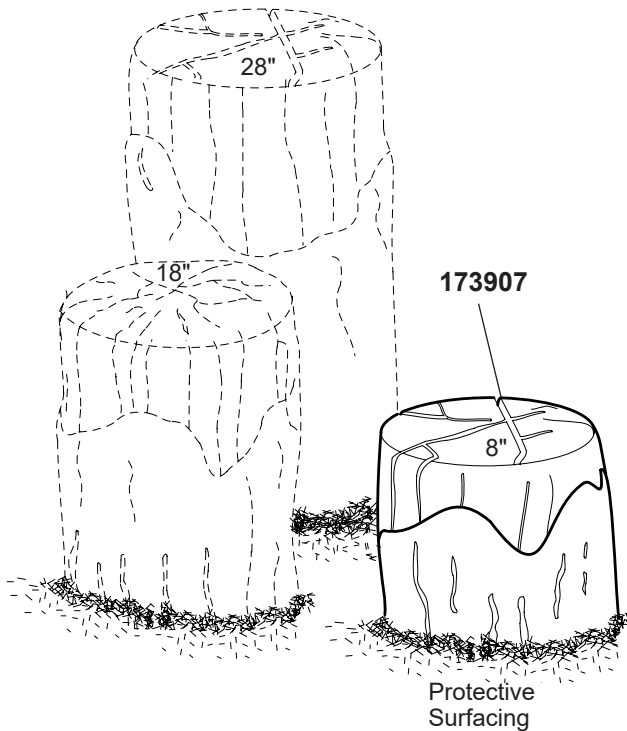
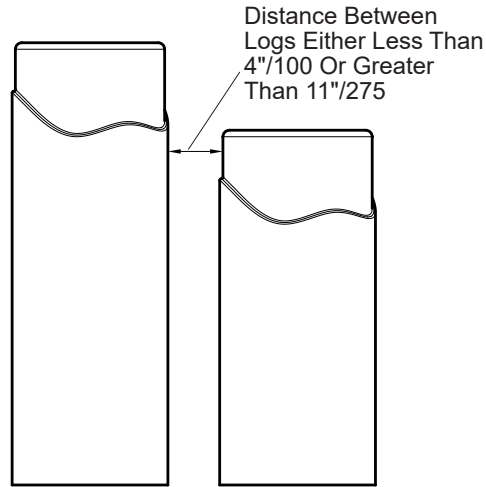
**Concrete Req.:** Approx. 1.78 cu. ft. each

**Weight:**  
8" - 162 lbs.  
18" - 230 lbs.  
28" - 424 lbs.

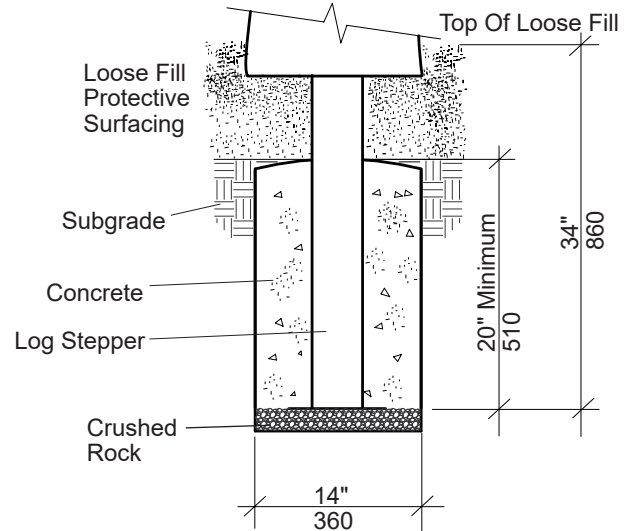
## Installation Instructions

- 1) **(Direct Bury)** Dig footing as shown. See your Plan View/Footing Layout.
- 2) To unload the log steppers and place in footing holes, a "Lull" type material handler and strap are recommended. Position log steppers in footing holes at dimensions shown, and prop in plumb position. With log steppers and handrail plumb, pour concrete footings. Allow concrete footings to cure for a minimum of 72 hours before users are allowed to play on the structure.
- 3) **(8" Stepper Only)** Apply the warning label and age label for the intended age range.
- 4) Install protective surfacing before users are allowed to play on the structure

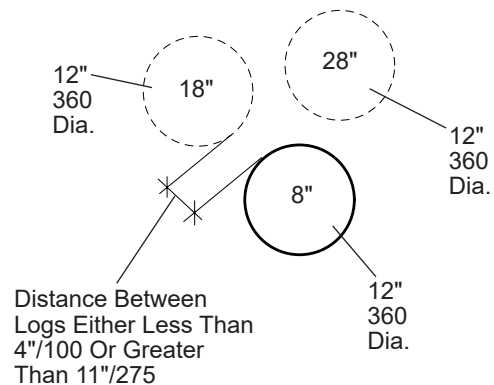
**DETAIL  
LOG STEPPER  
SPACING**



**DETAIL  
DIRECT BURY**



**PLAN VIEW/FOOTING LAYOUT  
(LAYOUT VARIES - SEE YOUR PLAN)**



**Play Naturally™**

173907 8" Height (Shown)  
173908 18" Height  
173909 28" Height

**Climbers**

**Log Steppers**



## Parts List

Part#	Description	Qty.
200691	8" Log Stepper (DB), Natural.....	*
200692	18" Log Stepper (DB), Natural.....	*
200693	28" Log Stepper (DB), Natural.....	*
<b>224345</b>	<b>Warning Label Package 2-12 (8" Stepper Only).....</b>	<b>1</b>
183064	Label Warning.....	1
200331	Label 2-5 Yrs. ....	1
200332	Label 2-12 Yrs. ....	1
200333	Label 5-12 Yrs. ....	1

DB = Direct Bury

\* = Quantity Determined By Your Order

**Log Stepper Assy.:** (Footer Post) Weldment comprised of 5" O.D. x 11 GA. (.120") wall galvanized steel tubing and  $\frac{3}{16}$ " HRPO steel plate. Finish: ProShield, color specified. (Log Stepper-fully assembled) Glass reinforced wet cast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

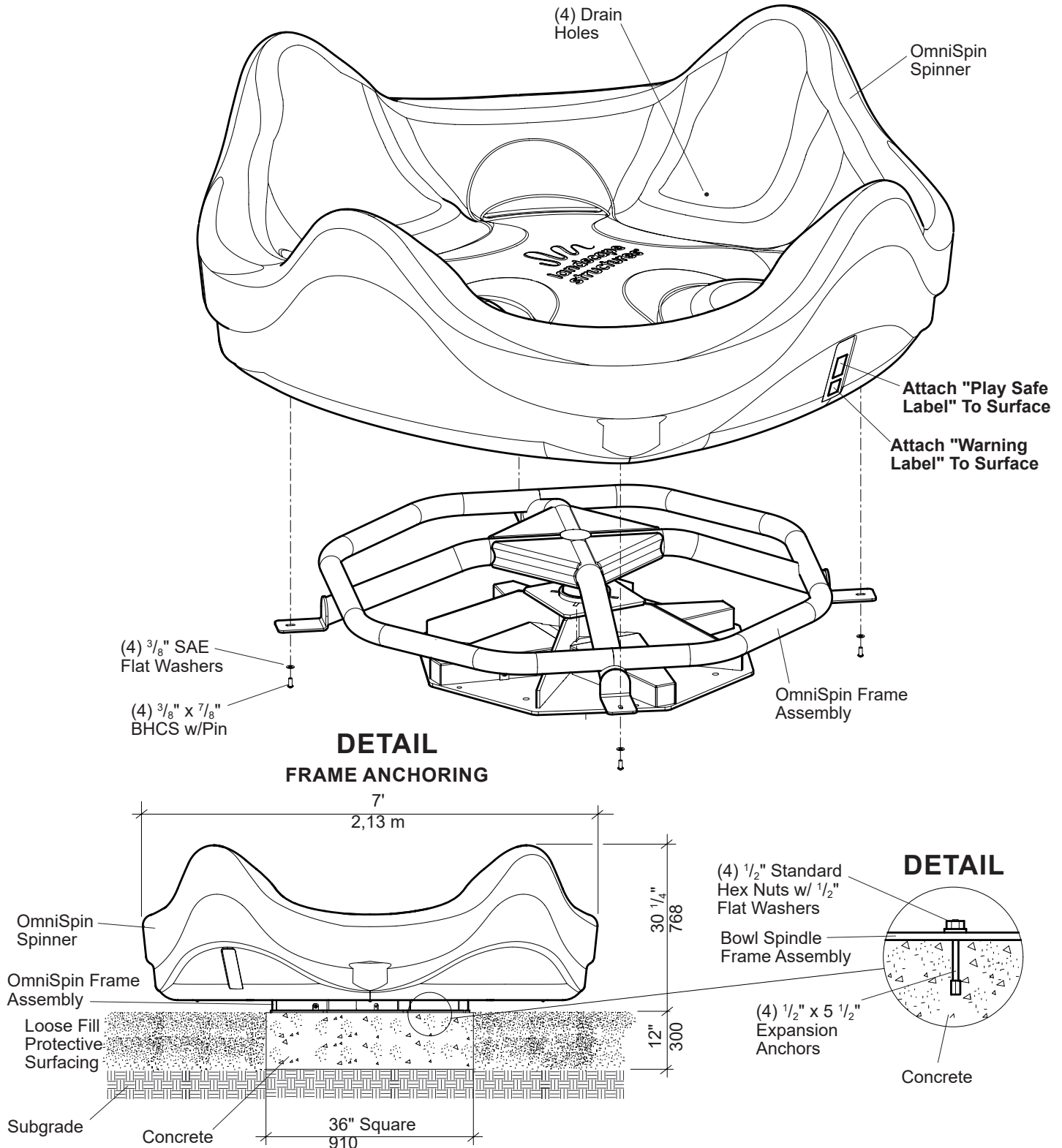
**Installation Time:** Approx.  $\frac{1}{2}$  man hour each

**Concrete Req.:** Approx. 1.78 cu. ft. each

**Weight:**  
8" - 162 lbs.  
18" - 230 lbs.  
28" - 424 lbs.

## Installation Instructions

- 1) **(Direct Bury)** Dig footing as shown. See your Plan View/Footing Layout.
- 2) To unload the log steppers and place in footing holes, a "Lull" type material handler and strap are recommended. Position log steppers in footing holes at dimensions shown, and prop in plumb position. With log steppers and handrail plumb, pour concrete footings. Allow concrete footings to cure for a minimum of 72 hours before users are allowed to play on the structure.
- 3) **(8" Stepper Only)** Apply the warning label and age label for the intended age range.
- 4) Install protective surfacing before users are allowed to play on the structure



## Parts List

Part#	Description	Qty.
171060	OmniSpin Spinner, Specify Color.....	1
171061	OmniSpin Spinner Frame Assy., Metallic Silver.....	1
<b>183892</b>	<b>OmniSpin Spinner Hardware Package</b> .....	1
100196	$\frac{3}{8}$ " x $\frac{7}{8}$ " BHCS w/Pin, SST .....	4
100365	$\frac{3}{8}$ " SAE Flat Washer, SST.....	4
156846	Play Safe Label, 2-12 Years.....	1
183064	Warning Label .....	1

<b>175599</b>	<b>4 Hole (SM) Hardware Package</b> .....	1
100271	$\frac{1}{2}$ " x 5 $\frac{1}{2}$ " Expansion Anchor w/Nut/Washer .....	4

SM = Surface Mount

**OmniSpin Spinner:** Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

### OmniSpin Spinner

**Frame Assembly:** (Frame) Weldment comprised of 2.375" O.D. RS20 (.095"-.105" wall) galvanized steel tubing, 2.875" O.D. RS40 (.160"-.170" wall) galvanized steel tubing,  $\frac{1}{4}$ " HR flat steel and 3  $\frac{1}{2}$ " O.D. CF steel bar. (Base) Weldment comprised of  $\frac{3}{8}$ " HRPO sheet steel and  $\frac{3}{16}$ " HRPO sheet steel. (Shock Covers) 16 GA (.060" ) HRPO sheet steel. (Crank Arms & Pins) Fabricated from stainless steel. (Shocks) Gas shocks with fixed bearings. Finish: ProShield®, metallic silver in color.

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**Installation Time:** (Direct Bury) Concrete Footing - 2 People approx. 3 hours

Assembly - 3 People 1 hour

**Concrete:** (Direct Bury) 9 cu. ft.

**Weight:** 499 lbs.

**Actual Size:** 7' x 7' (2,13 m x 2,13 m)

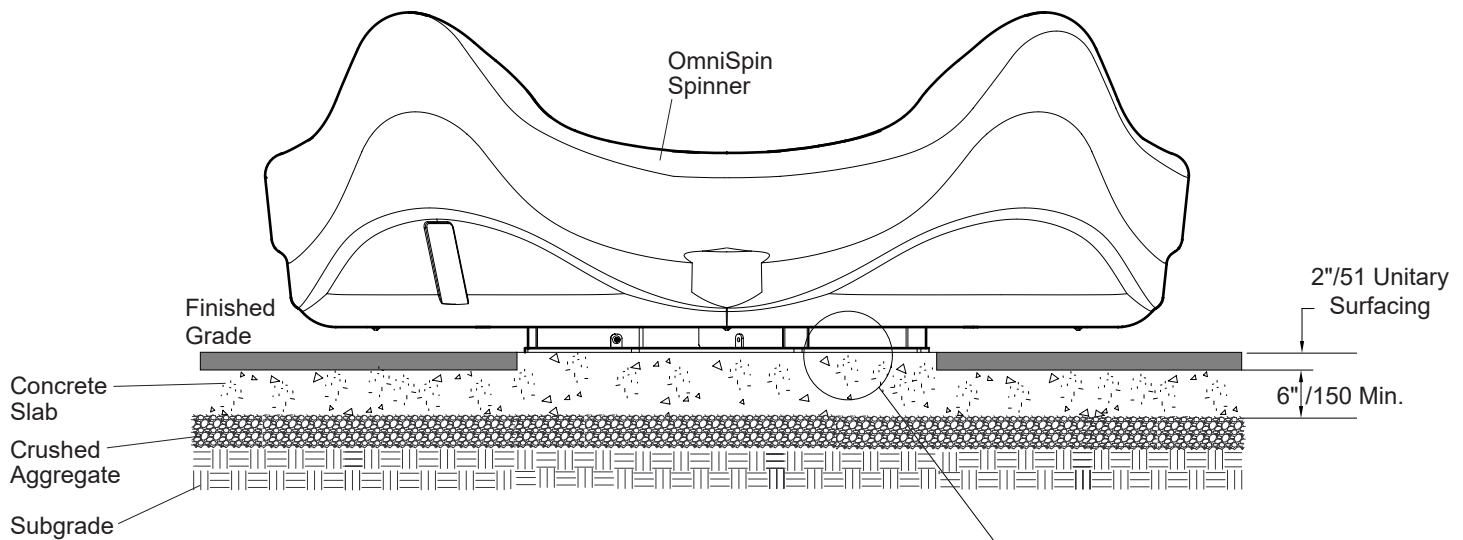
**Area Required:** 19' (5,79 m) Diameter ASTM

**Fall Height:** 18" (460 mm)

## Installation Instructions

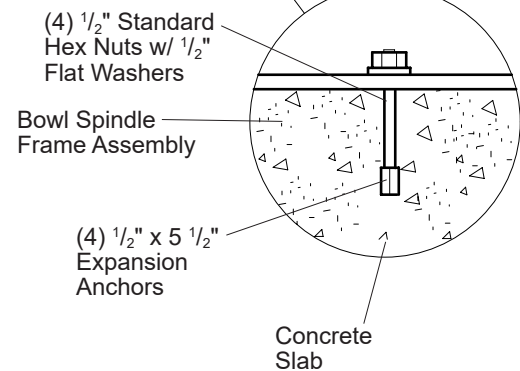
- 1) **(Direct Bury)** Build and pour concrete footing. Refer to Frame Anchoring Details. Allow concrete footing to cure for a minimum of 72 hours before continuing.
- 2) With OmniSpin Spinner frame in position, drill through 4 outside holes in OmniSpin Spinner frame 5  $\frac{1}{2}$ " deep into concrete slab, using  $\frac{1}{2}$ " masonry bit and hammer drill. Refer to the Frame Anchoring Detail.
- 3) Tap  $\frac{1}{2}$ " x 5  $\frac{1}{2}$ " expansion anchors into drilled holes and secure using  $\frac{1}{2}$ " standard hex nuts with  $\frac{1}{2}$ " flat washers. Refer to the Frame Anchoring Details.
- 4) Attach OmniSpin Spinner to OmniSpin Spinner frame, using  $\frac{3}{8}$ " x  $\frac{7}{8}$ " BHCS w/pin and  $\frac{3}{8}$ " SAE flat washers.
- 5) Apply labels as shown.
- 6) Install protective surfacing before users are allowed to play on the component.

## Unitary Surfacing

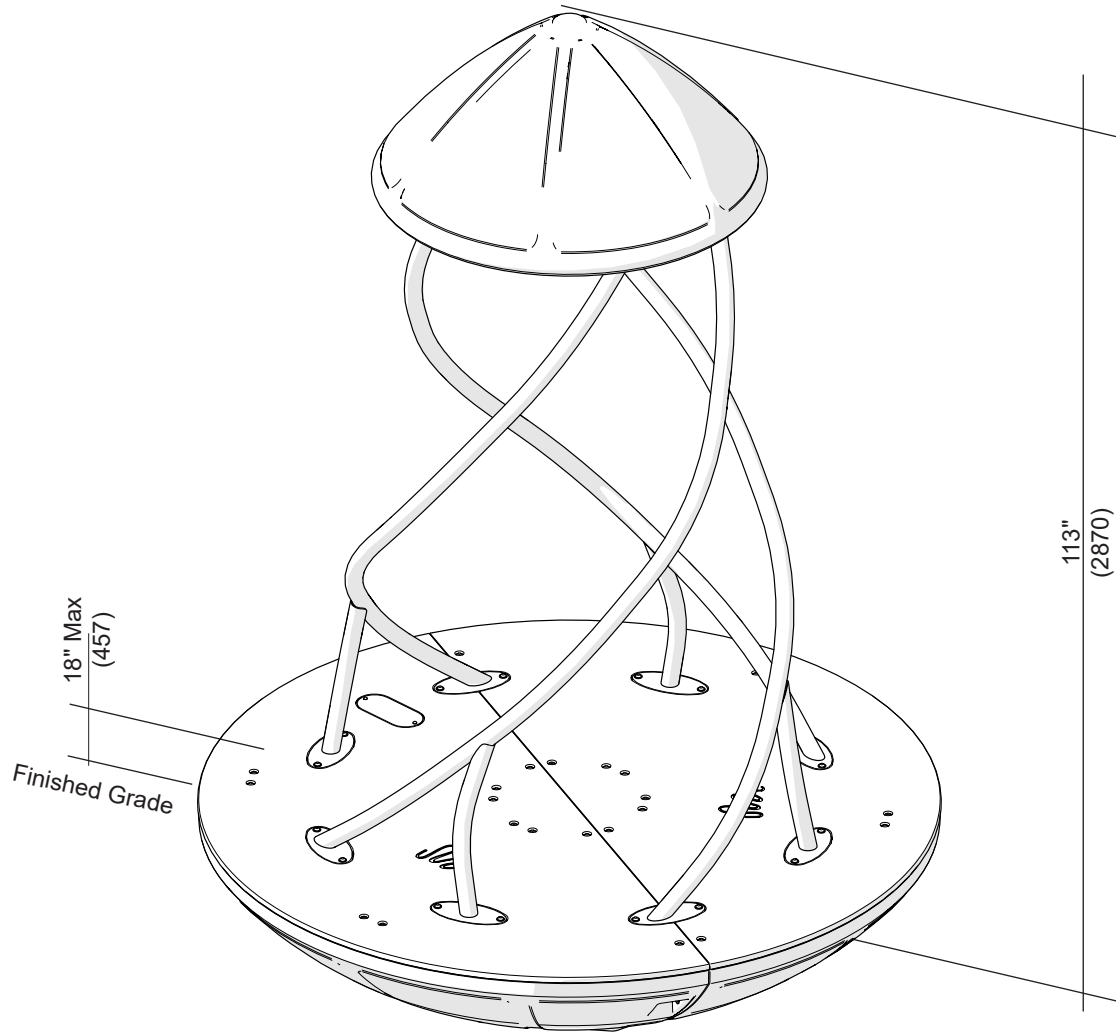


**NOTE:** When using unitary surfacing on crushed aggregate, refer to Frame Anchoring Detail for loose protective surfacing.

## DETAIL

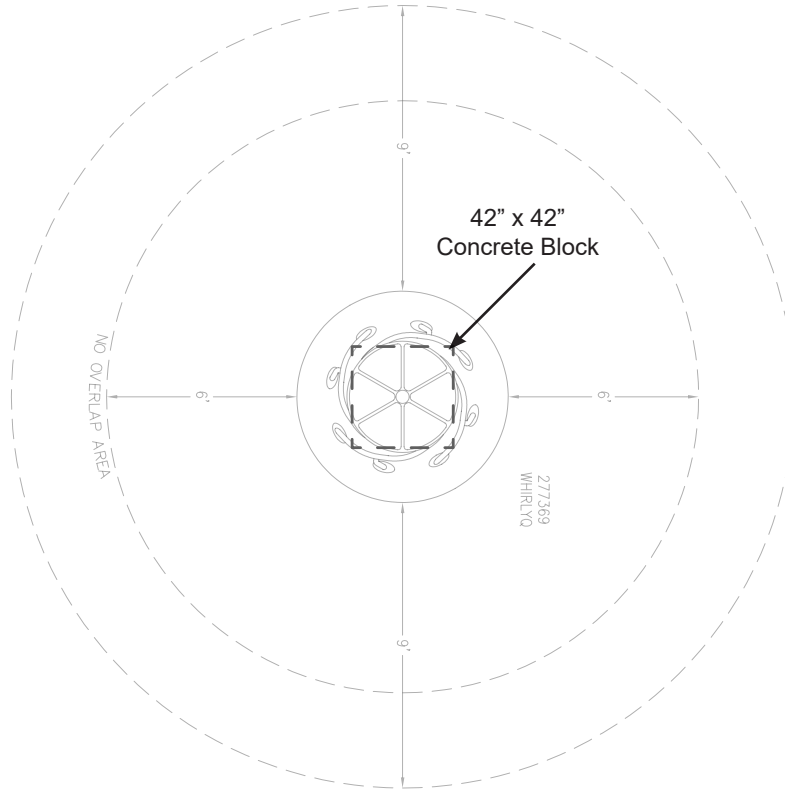




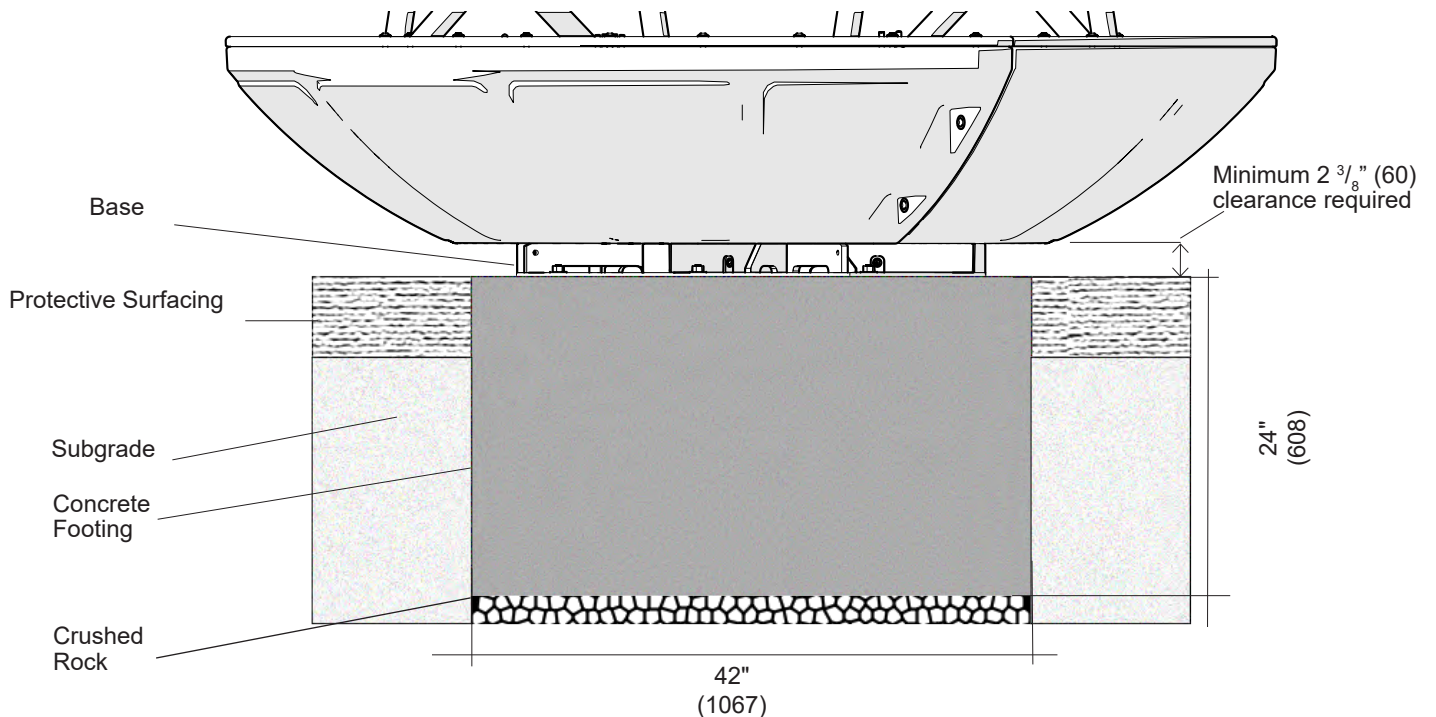




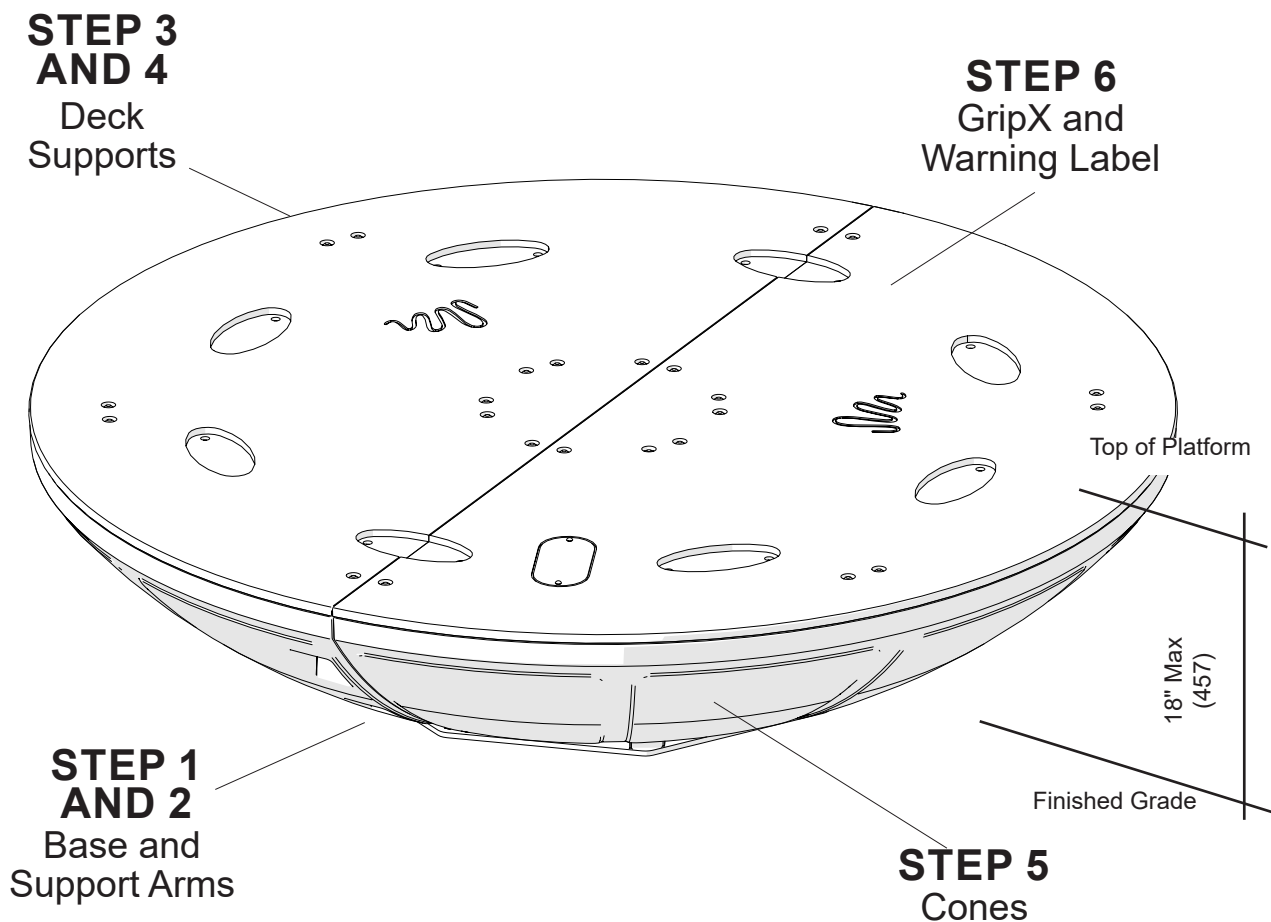
## FOOTINGS



## DETAIL

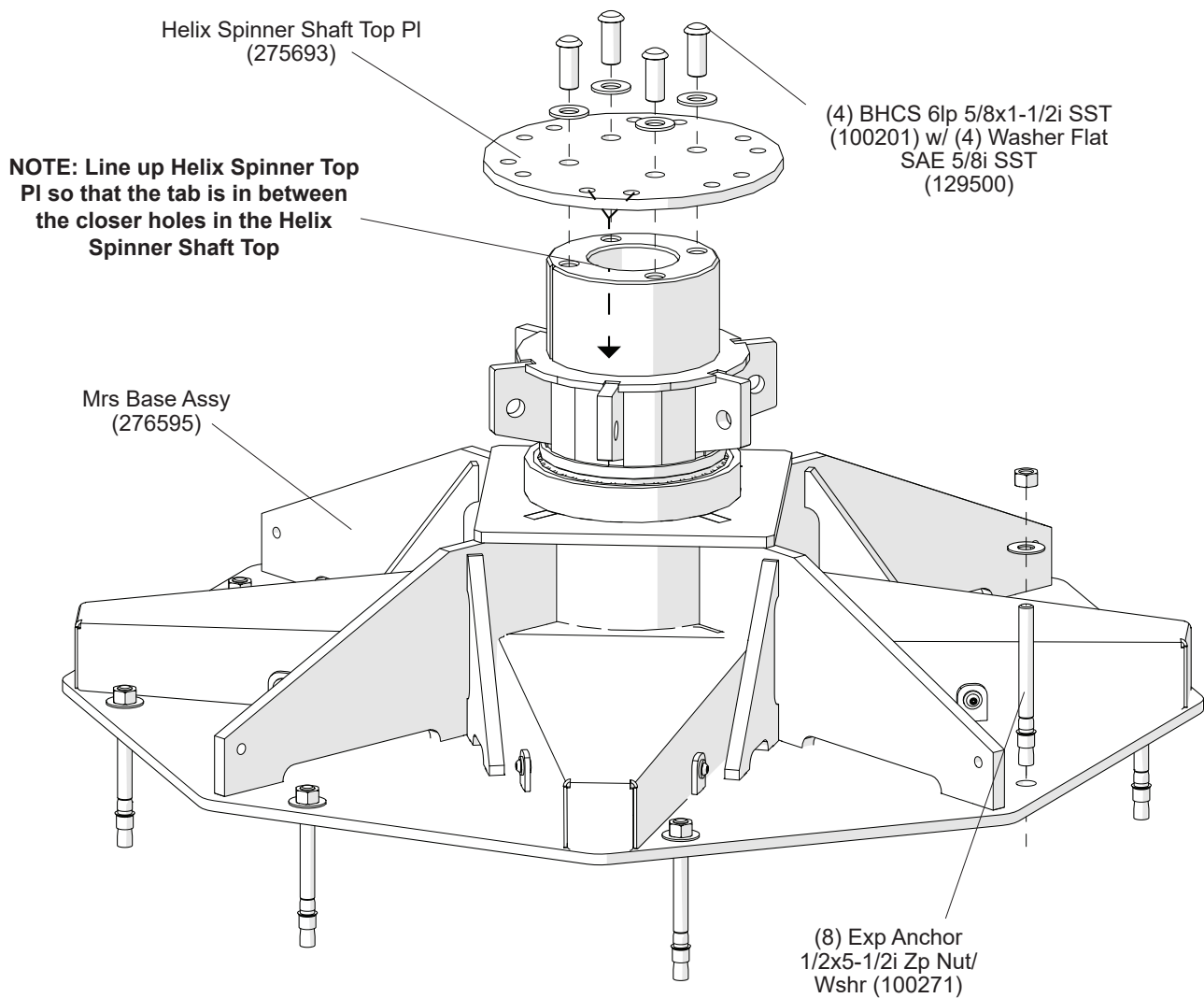


# SPINNER PLATFORM



Footings.....	2
Spinner Platform.....	3
Top and Bottom Assembly .....	10
BOM .....	13
Material Specs and Install Info .....	13

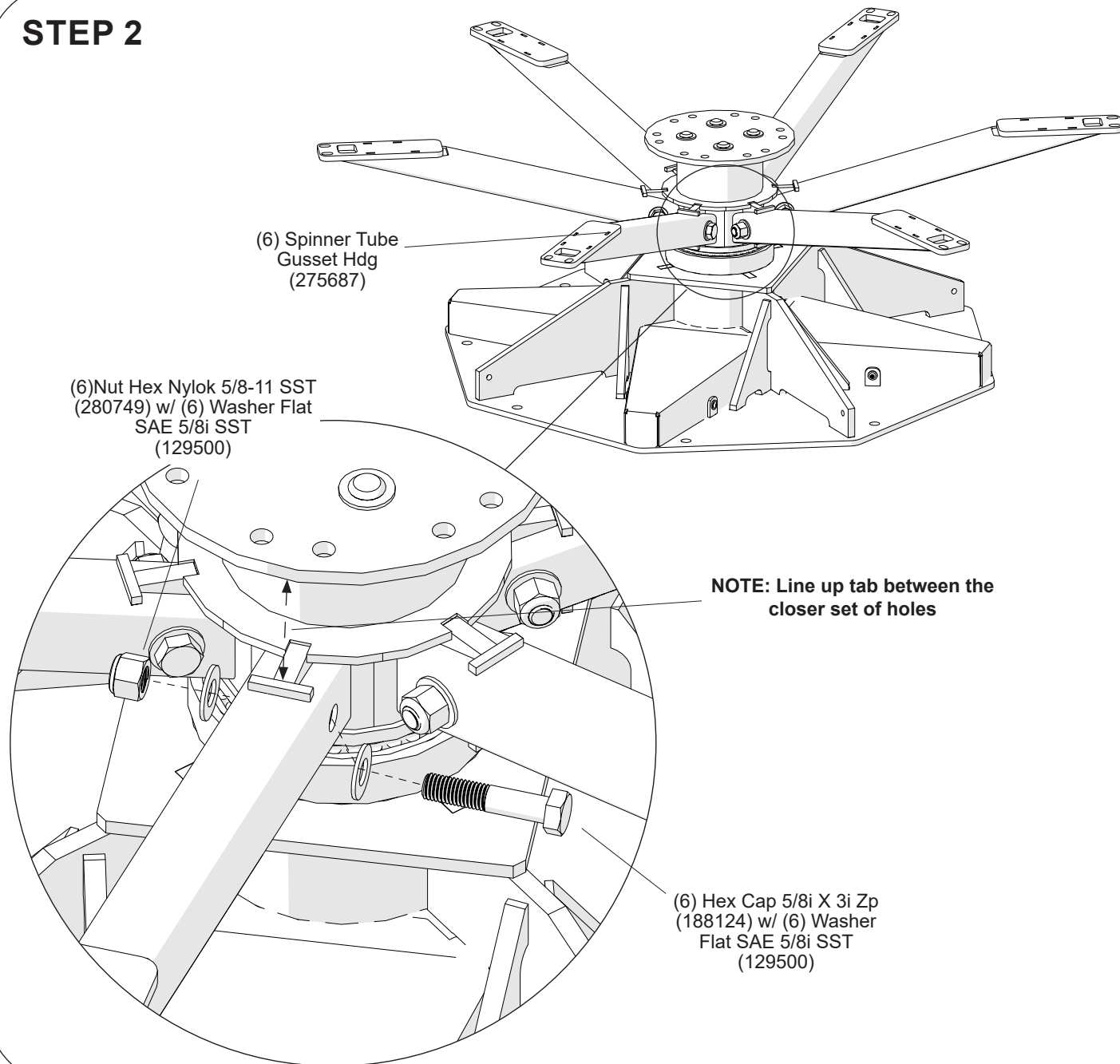
## STEP 1



Part Number	Description	Qty.
276595	Mrs Base Assy	1
275693	Helix Spinner Shaft Top PI	1
100201	BHCS 6lp 5/8x1-1/2i SST	4
129500	Washer Flat SAE 5/8i SST	4

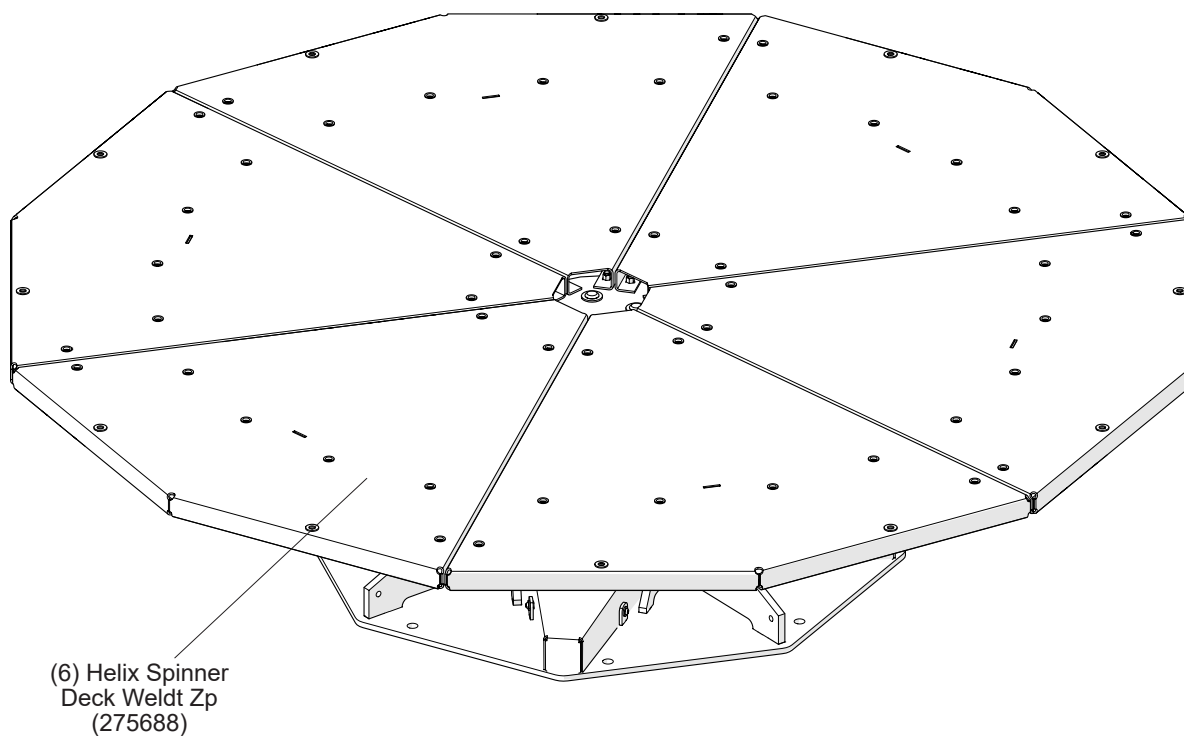
Part Number	Description	Qty.
100271	Exp Anchor 1/2x5-1/2i Zp Nut/Wshr	8

## STEP 2



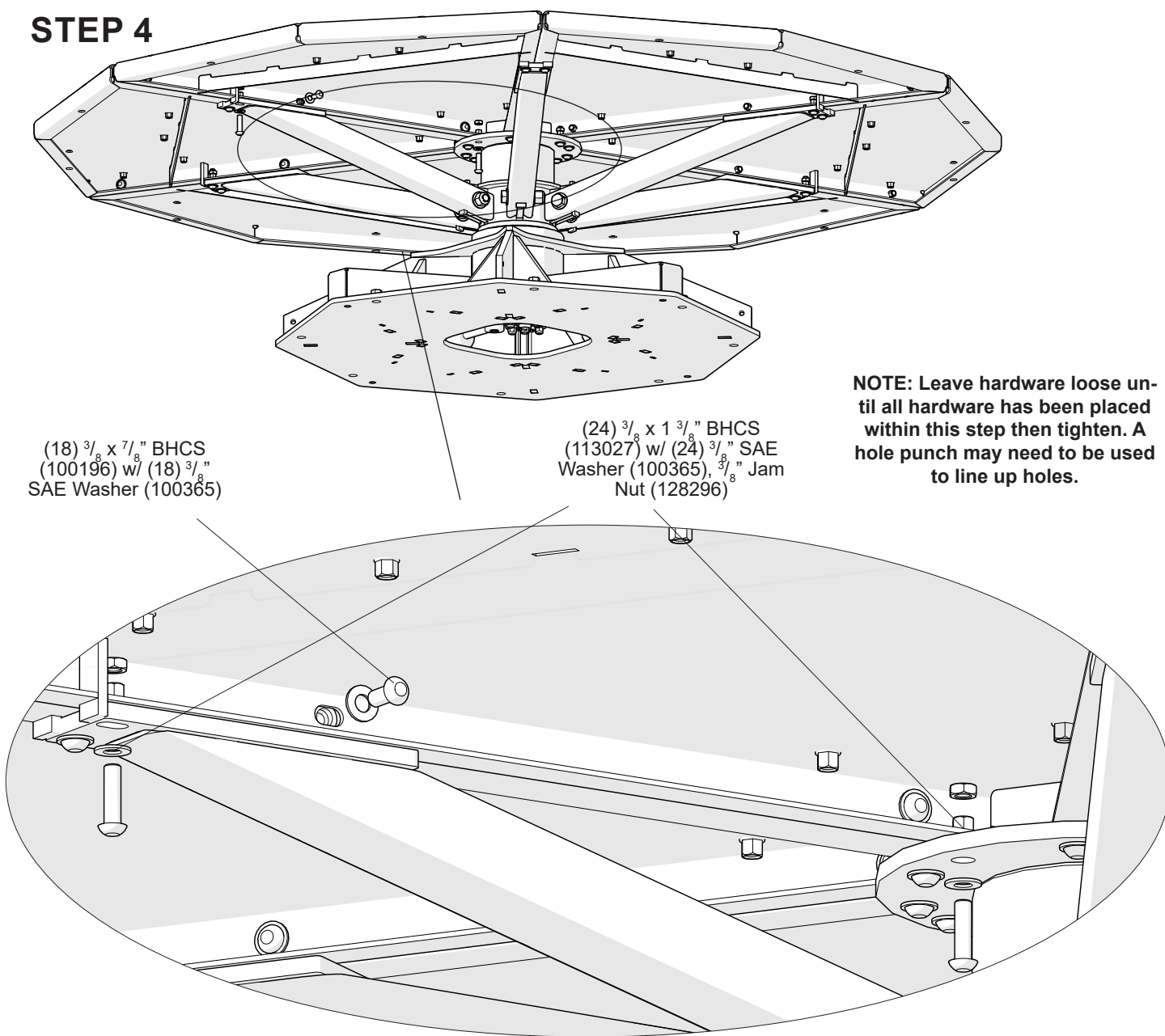
Part Number	Description	Qty.
275687	Spinner Tube Gusset Hdg	6
280749	Nut Hex Nylok 5/8-11 SST	6
129500	Washer Flat SAE 5/8i SST	12
188124	Hex Cap 5/8i X 3i Zp	6

## STEP 3



Part Number	Description	Qty.
275688	Helix Spinner Deck Weldt Zp	6

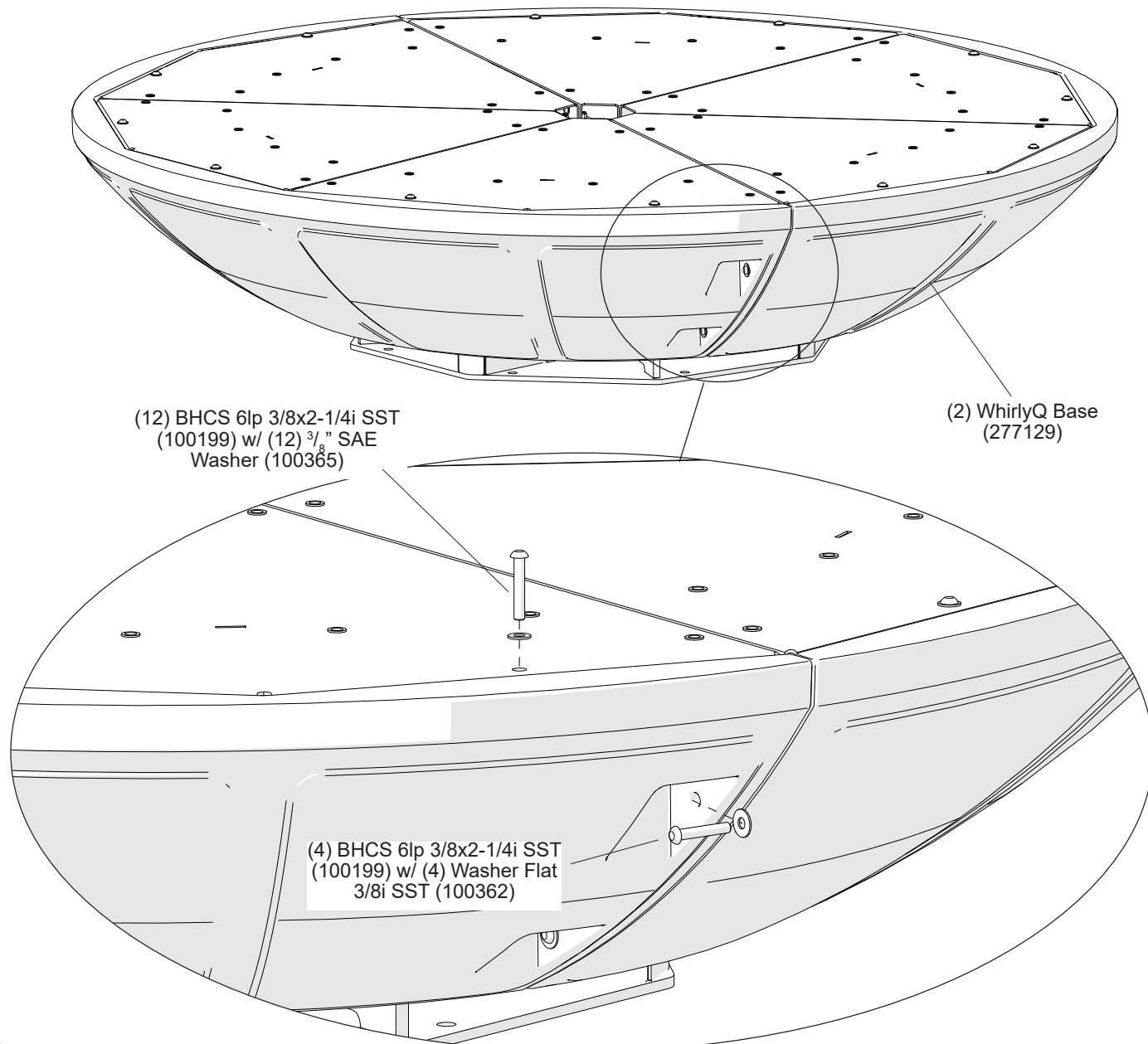
## STEP 4



Part Number	Description	Qty.
100196	BHCS 6lp 3/8x7/8i SST	18
113027	BHCS 6lp 3/8x1-3/8i SST	24
100365	Washer Flat SAE 3/8i SST	42
128296	3/8-16 UNC (Jam Nut)	24

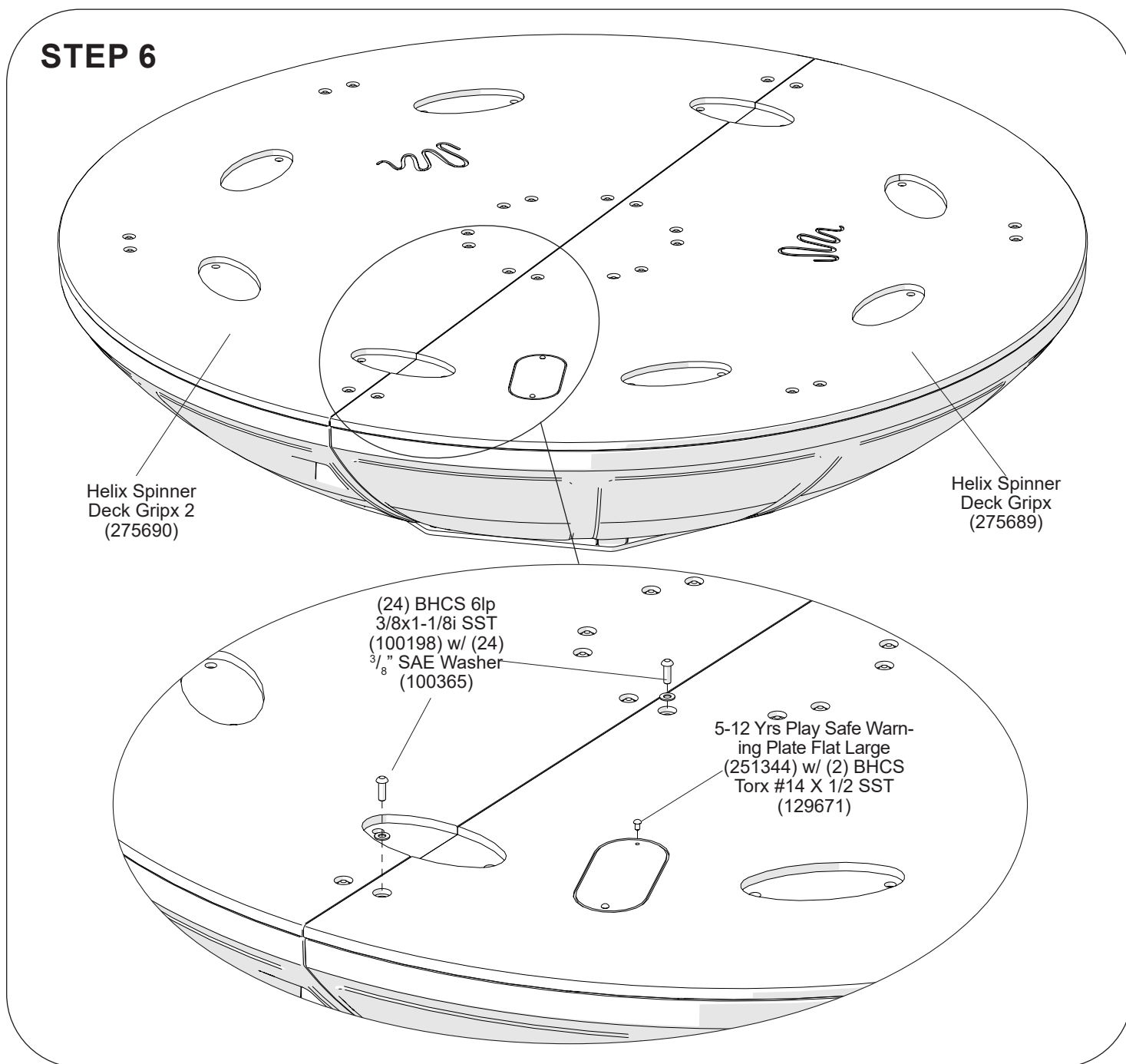


## STEP 5



Part Number	Description	Qty.
277129	WhirlyQ Base	2
100199	BHCS 6lp 3/8x2-1/4i SST	16
100362	Washer Flat 3/8i SST	4
100365	Washer Flat SAE 3/8i SST	12

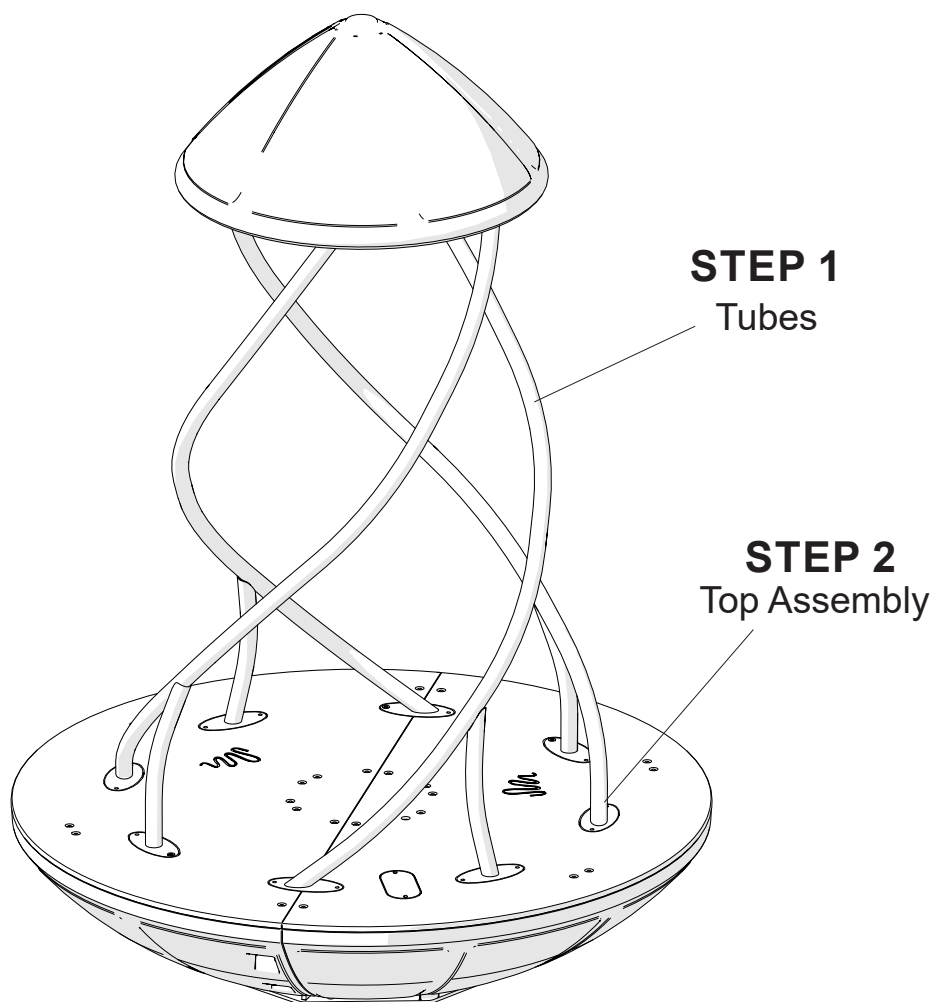
## STEP 6



Part Number	Description	Qty.
100198	BHCS 6lp 3/8x1-1/8i SST	24
100365	Washer Flat SAE 3/8i SST	24
251344	5-12 Yrs Play Safe Warning Plate Flat Large	1
129671	BHCS Torx #14 X 1/2 SST	2

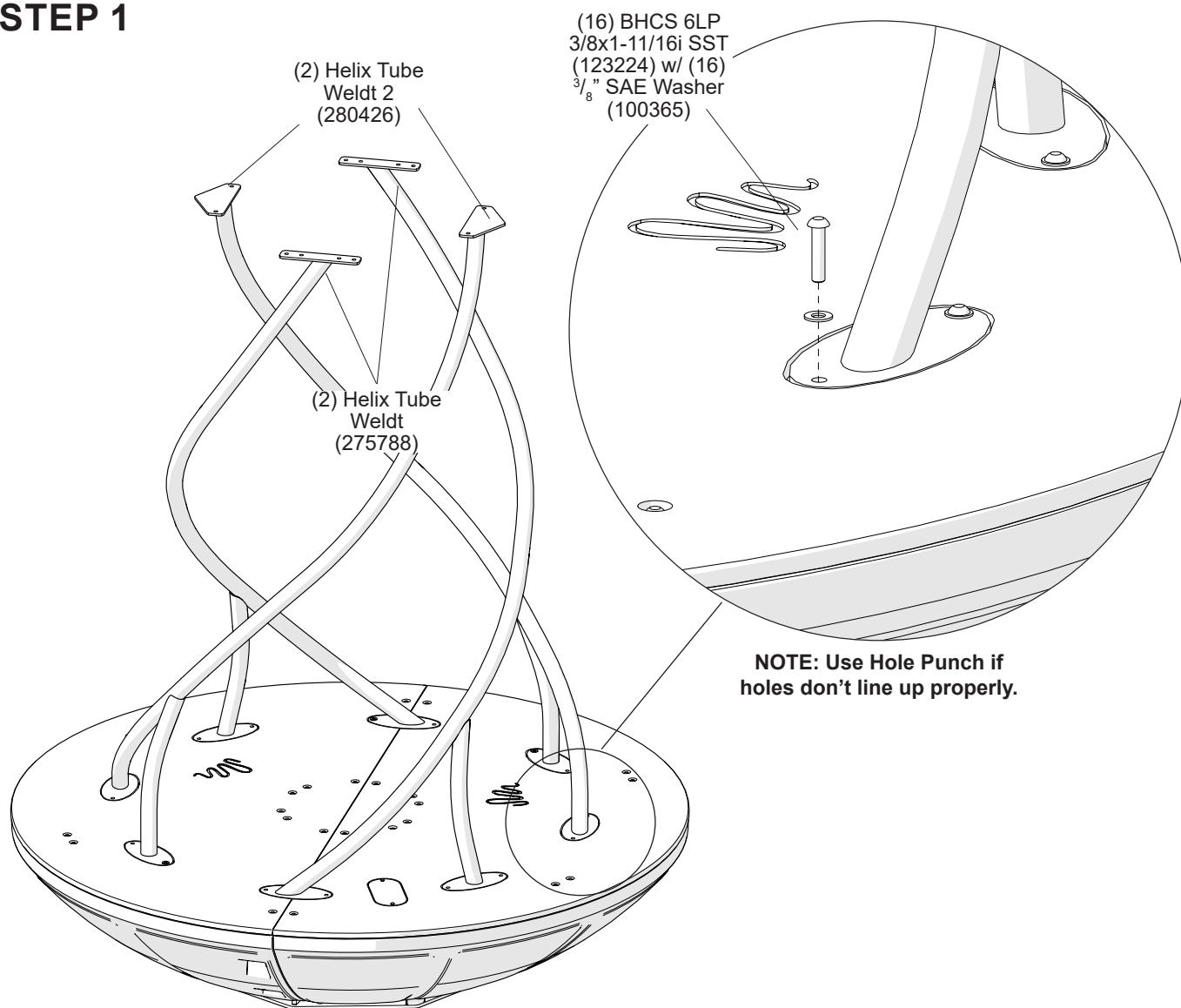
Part Number	Description	Qty.
275689	Helix Spinner Deck Grip	1
275690	Helix Spinner Deck Grip 2	1

## TOP AND BOTTOM ASSEMBLY



Footings.....	2
Spinner Platform.....	3
Top and Bottom Assembly .....	10
BOM .....	13
Material Specs and Install Info .....	13

## STEP 1

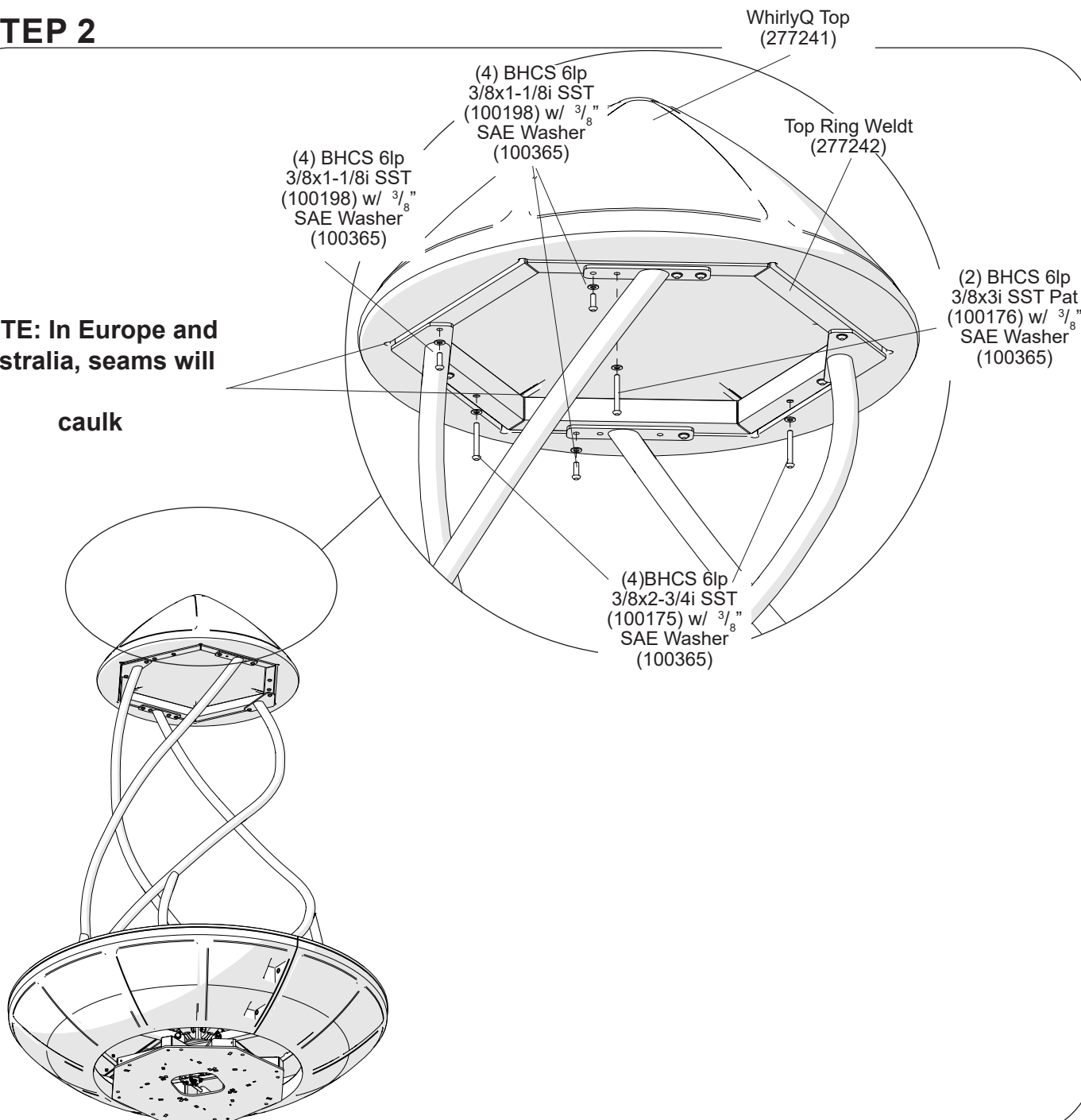


Part Number	Description	Qty.
123224	BHCS 6lp 3/8x1-11/16i SST	16
100365	Washer Flat SAE 3/8i SST	16
275788	Helix Tube Weldt	2
280426	Helix Tube Weldt 2	2

## STEP 2

**NOTE: In Europe and Australia, seams will**

**caulk**



Part Number	Description	Qty.
100175	BHCS 6lp 3/8x2-3/4i SST	4
277242	Top Ring Weldt	1
277241	WhirlyQ Top	1
100365	Washer Flat SAE 3/8i SST	14

Part Number	Description	Qty.
100176	BHCS 6lp 3/8x3i SST Pat	2
100198	BHCS 6lp 3/8x1-1/8i SST	8

## Parts List

Part#	Description	Qty.
275687	Spinner Tube Gusset Hdg.....	6
275688	Helix Spinner Deck Weldt Zp.....	6
275689	Helix Spinner Deck Gripx, Black.....	1
275690	Helix Spinner Deck Gripx 2, Black.....	1
275693	Helix Spinner Shaft Top Pl, Specify Color.....	1
275788	Helix Tube Weldt, Specify Color.....	2
276595	Mrs Base Assy, Black.....	1
277129	WhirlyQ Base, Specify Color.....	2
277241	WhirlyQ Top, Specify Color.....	1
277242	Top Ring Weldt, Specify Color.....	1
280426	Helix Tube Weldt 2, Specify Color.....	2
<b>284245</b>	<b>Hdw Pkg WhirlyQ™ Spinner .....</b>	<b>1</b>
100175	BHCS 6lp 3/8x2-3/4i SST.....	4
100176	BHCS 6lp 3/8x3i SST Pat.....	2
100196	BHCS 6lp 3/8x7/8i SST.....	18
100198	BHCS 6lp 3/8x1-1/8i SST.....	32
100199	BHCS 6lp 3/8x2-1/4i SST.....	16
100201	BHCS 6lp 5/8x1-1/2i SST.....	4
100362	Washer Flat 3/8i SST.....	4
100365	Washer Flat SAE 3/8i SST.....	108
123224	BHCS 6lp 3/8x1-11/16i SST.....	16
129500	Washer Flat SAE 5/8i SST.....	16
188124	Hex Cap 5/8i X 3i Zp.....	6
280749	Nut Hex Nylok 5/8-11 SST.....	6
113027	BHCS 6lp 3/8x1-3/8i SST.....	24
128296	Nut Hex Jam 3/8-16 Sst.....	24
<b>175599</b>	<b>4-Hole Hdw Sm 1/2ix5-1/2i .....</b>	<b>2</b>
100271	Exp Anch 1/2x5.5 Nut/Wshr.....	4
<b>251725</b>	<b>Flat Large Play Safe Plate 5-12 Years W/Attaching Hdw..</b>	<b>1</b>
127463	Bit Hex Tpp T27 (Torx).....	1
129671	BHCS Torx #14 X 1/2 SST.....	2
251344	5-12 Yrs Play Safe Warning Plate Flat Large.....	1

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**Installation Time:** Approx. 15 install hours  
**Concrete Req:** Approx. 24.5 cu. ft.  
**Area Req:** 24' 8"(7,52 m) diameter  
**Min. Use Zone:** 24' 8"(7,52 m) diameter  
**Weight:** 995 lbs.  
**Fall height:** 18"(457 mm)

### Fasteners:

Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

### WhirlyQ Top/Base:

Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

### GripX Deck Surface:

3/4" (19,05 mm) Thick Permalene®, black in color.

### Helix Tubes:

Weldment comprised of 1.90" (48,26 mm) O.D. RS40 (.120" - .130") (3,05 mm - 3,30 mm) wall galvanized steel tubing, 3/8" (9,53 mm) HRPO steel plate, 1/2" (12,7 mm) HRPO steel plate. Finish: ProShield, color specified.

### Deck Gussets:

Weldment comprised of 2" (50,8 mm) square .120 wall (11ga) steel tubing, 1/4" (6,35 mm) HRPO steel plate, 3/8" (9,53 mm) HRPO steel plate. Finish: Hot Dip Galvanized.

### Base Assembly:

Comprised of (Base Frame) Weldment comprised of .179 ( 4,55 mm) HRPO steel sheet, 3/8" (9,53 mm) HRPO steel plate, 1/2" (12,7 mm) HRPO steel plate, 7-1/4" (184,15 mm) O.D. CF steel bar, 3/4" (19,05 mm) O.D. stainless steel bar. Finish: Zinc Plated (Shock Cover) Comprised of .105" (2,67 mm) HRPO steel sheet, 3/8-16unc thread inserts. Finish: ProShield, black in color. (Shaft) Comprised of 6" (152,4 mm) O.D. 1-1/2" wall (38,1 mm) CF steel tubing, 1/4" (6,35 mm) HRPO steel plate, 1/2" (12,7 mm) HRPO steel plate. Finish: Zinc plated. (Crank Arm) Weldment comprised of 1/2" (12,7 mm) stainless steel plate, 1-1/8" (28,58 mm) O.D. stainless steel bar. (Crank Hub) Weldment comprised of 4-1/2" (38,1 mm) O.D. stainless steel bar, 7/8" (22,26 mm) O.D. stainless bar. (Hub Clamp) Comprised of .120" (3,05 mm) (11ga) stainless steel sheet (Shocks) Gas shocks with fixed oillite bearings. (Bearings) 5" (127 mm) I.D. Tapered Roller Bearings

### Top Ring:

Weldment comprised of 2" (50,8 mm) squarrer .120 wall (11ga) steel tubing and 3/8-16unc thread inserts. Finish: ProShield, color specified.

### Shaft Top Plate:

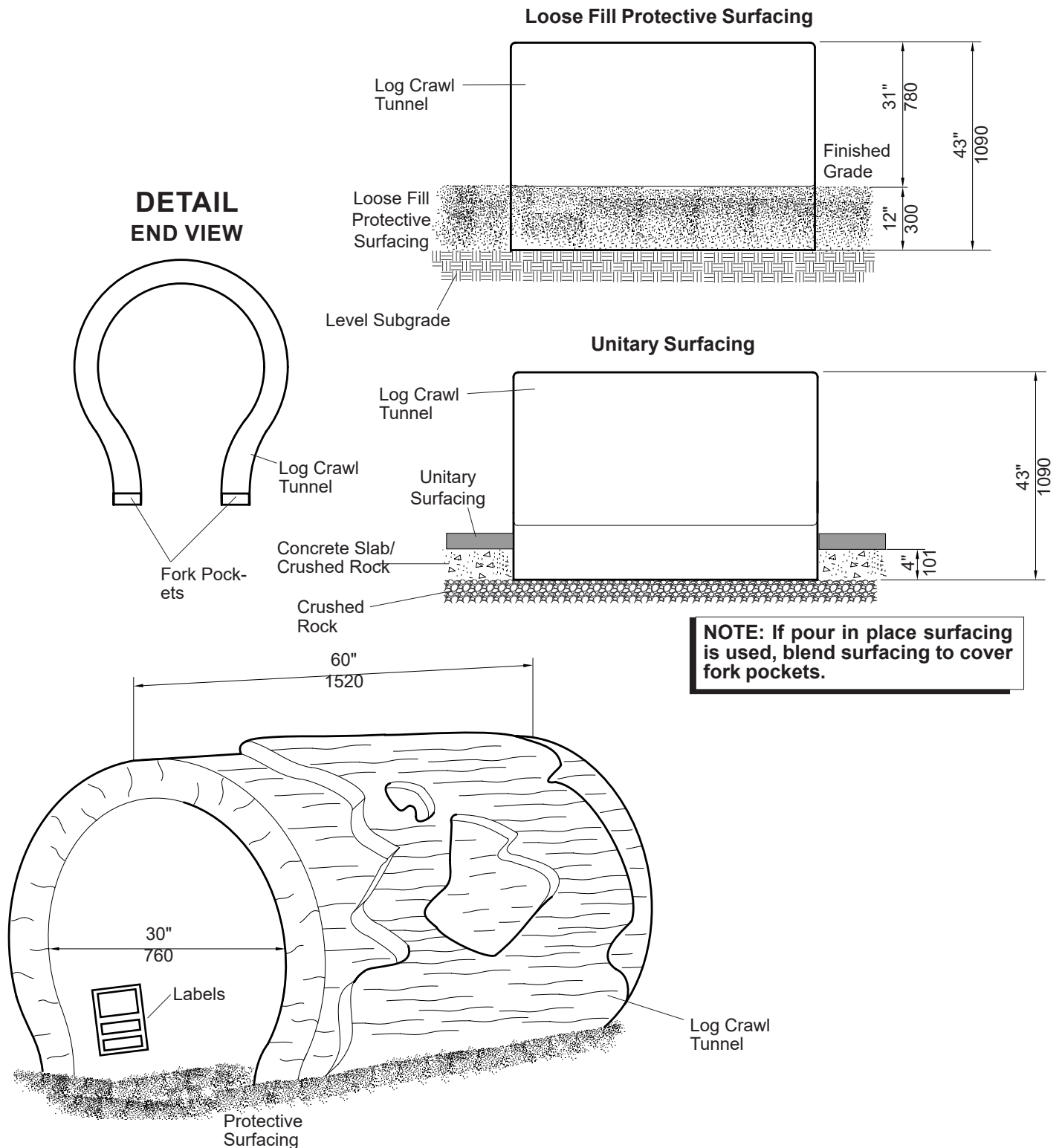
Comprised of 3/8" (9,53 mm) HRPO steel plate. Finish: ProShield, specify color.

### Deck:

Comprised of .120 (3,05mm) 11ga HRPO steel sheet and 3/8-16UNC steel threaded inserts. Finish: Zinc plated.







Play Naturally™

More Fun

**173594 Log Crawl Tunnel**

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185

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Document #25494600



# More Fun 173594 Log Crawl Tunnel

## Parts List

Part#	Description	Qty.
175710	Log Crawl Tunnel.....	1
224345	Warning Label Package 2-12.....	1
183064	Label Warning .....	1
200331	Label 2-5 Yrs .....	1
200332	Label 2-12 Yrs.....	1
200333	Label 5-12 Yrs.....	1

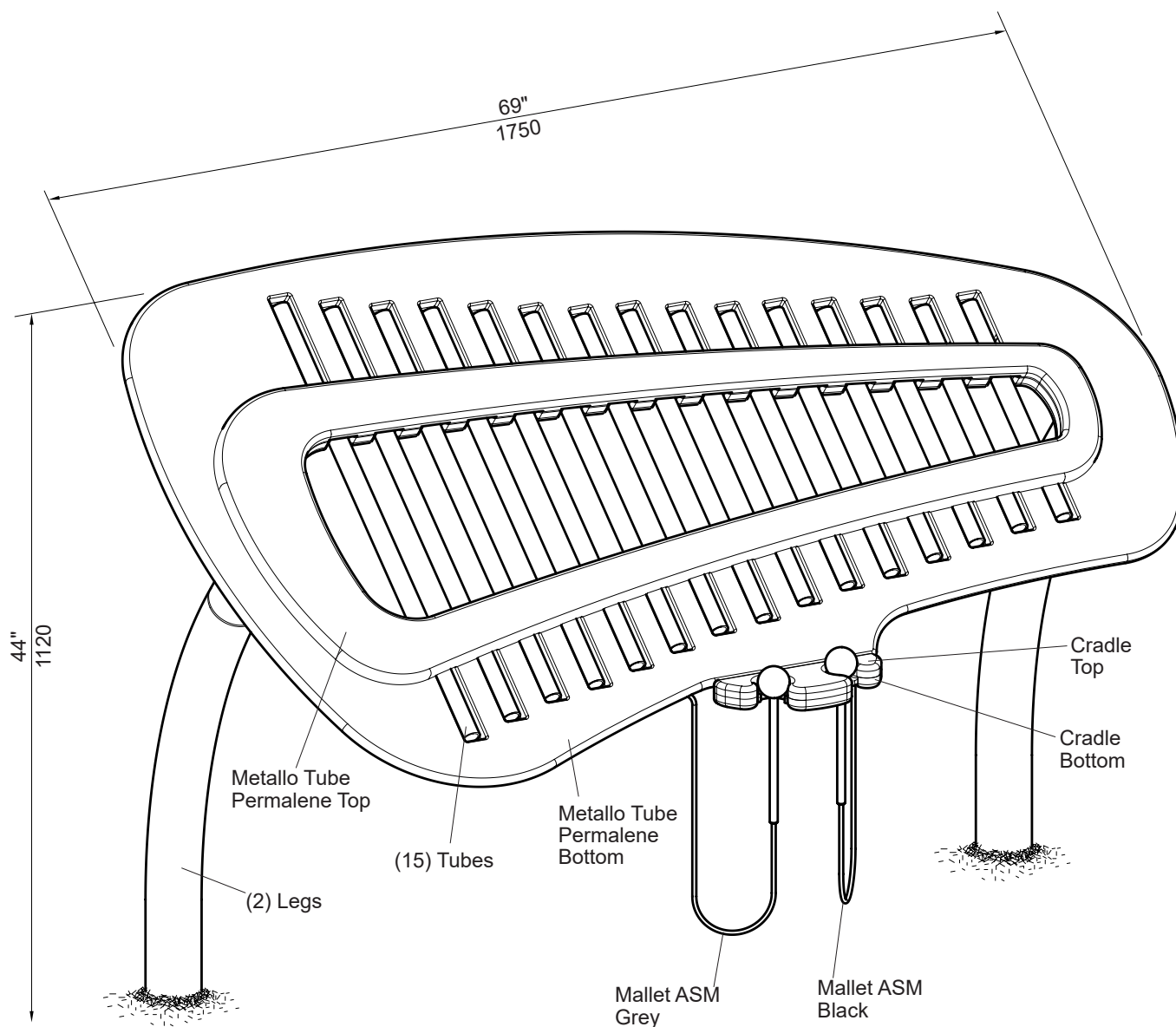
### Log Crawl Tunnel Assembly:

Weldment comprised of 1.900" (48,26 mm) O.D. RS20 (.090"-.100") (2,29 mm-2,54 mm) wall galvanized steel tubing,  $\frac{3}{16}$ " HRPO steel plate and 7" x 3" x  $\frac{3}{16}$ " (178 mm x 76 mm x 4,75 mm) wall rectangular tube. **(Log Crawl Tunnel assembled)** Glass reinforced wet cast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

**Installation Time:** Approx.  $\frac{1}{4}$  man hour  
**Weight:** 2010 lbs.  
**Min. Use Zone:** 6' (1830 mm)  
**Actual Size:** Log measures 60" long x 43" high (1520 mm x 1090 mm high)  
**Fall Height:** 41" (1040 mm) Max.

## Installation Instructions

- 1) The log crawl tunnel must be installed over an area of firm stable soil.  
**Warning: Never crawl under any part of The Log Crawl Tunnel especially when it is only supported by a forklift.**
- 2) To unload the log crawl tunnel, a "Lull" type material handler with at least an 4,000 lb. capacity is recommended. Maximum fork extension size is 2  $\frac{1}{2}$ " high x 6  $\frac{1}{2}$ " wide with no maximum length. **NOTE: At least 2 people are recommended for the log crawl tunnel installation. One person to operate the material handling equipment and one person to spot for the operator.**
- 3) The log crawl tunnel should be placed on firm stable soil. Pick up the log crawl tunnel by inserting the material handling forks into the forklift pockets. Be very careful to keep the log crawl tunnel level to the ground when raising or lowering. Do not contact the concrete face of the log crawl tunnel with material handler forks, chipping can occur.
- 4) Apply the warning label and age label for the intended age range.
- 5) Install protective surfacing before users are allowed to play on the structure.
- 6) **NOTE: After installation if Touch-up/Repairs are needed, contact Landscape Structures at 1-888-574-4678.**



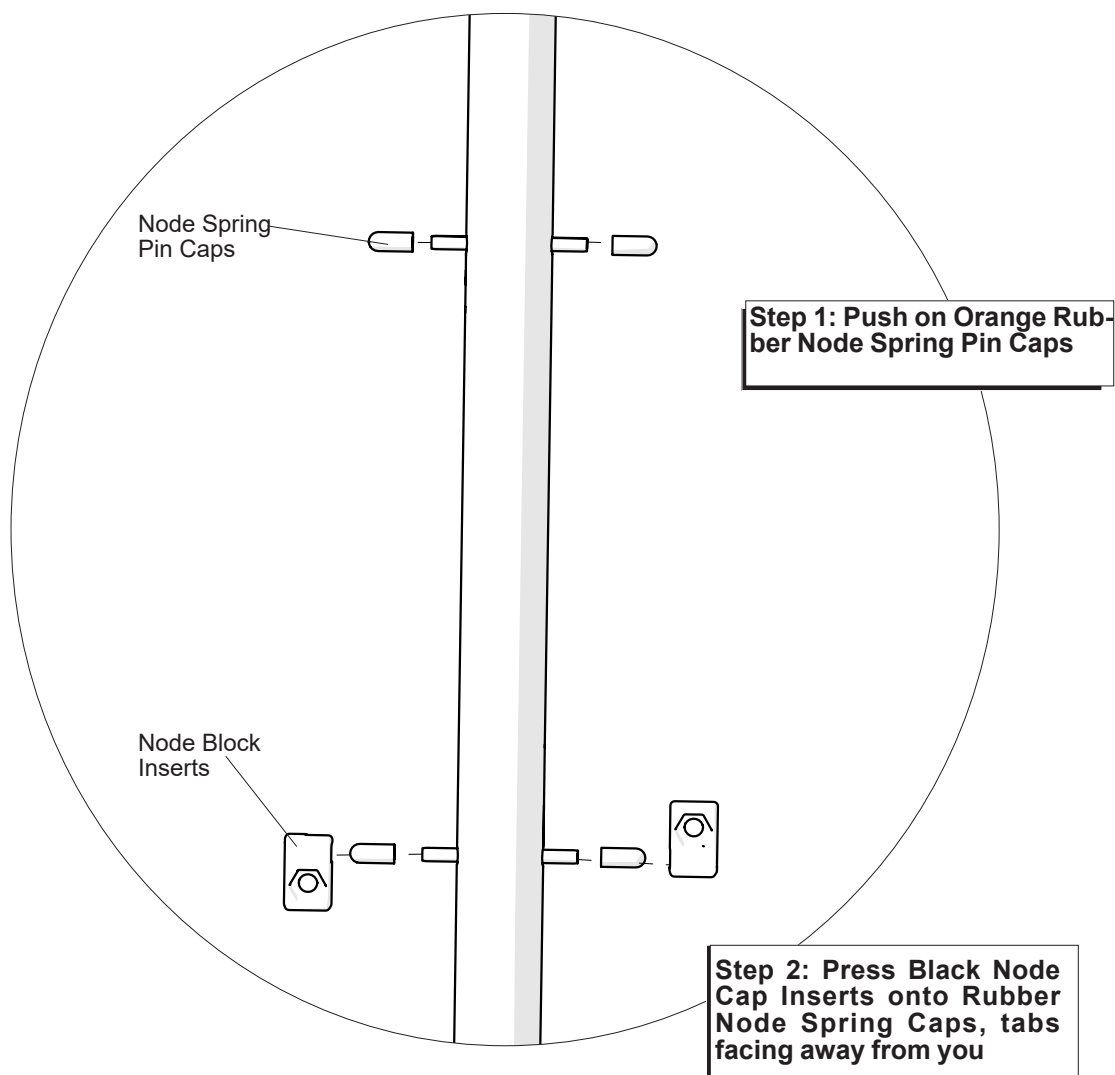
## Sensory Play

## 214441 Vivo™ Metallophone

Page 1 of 7

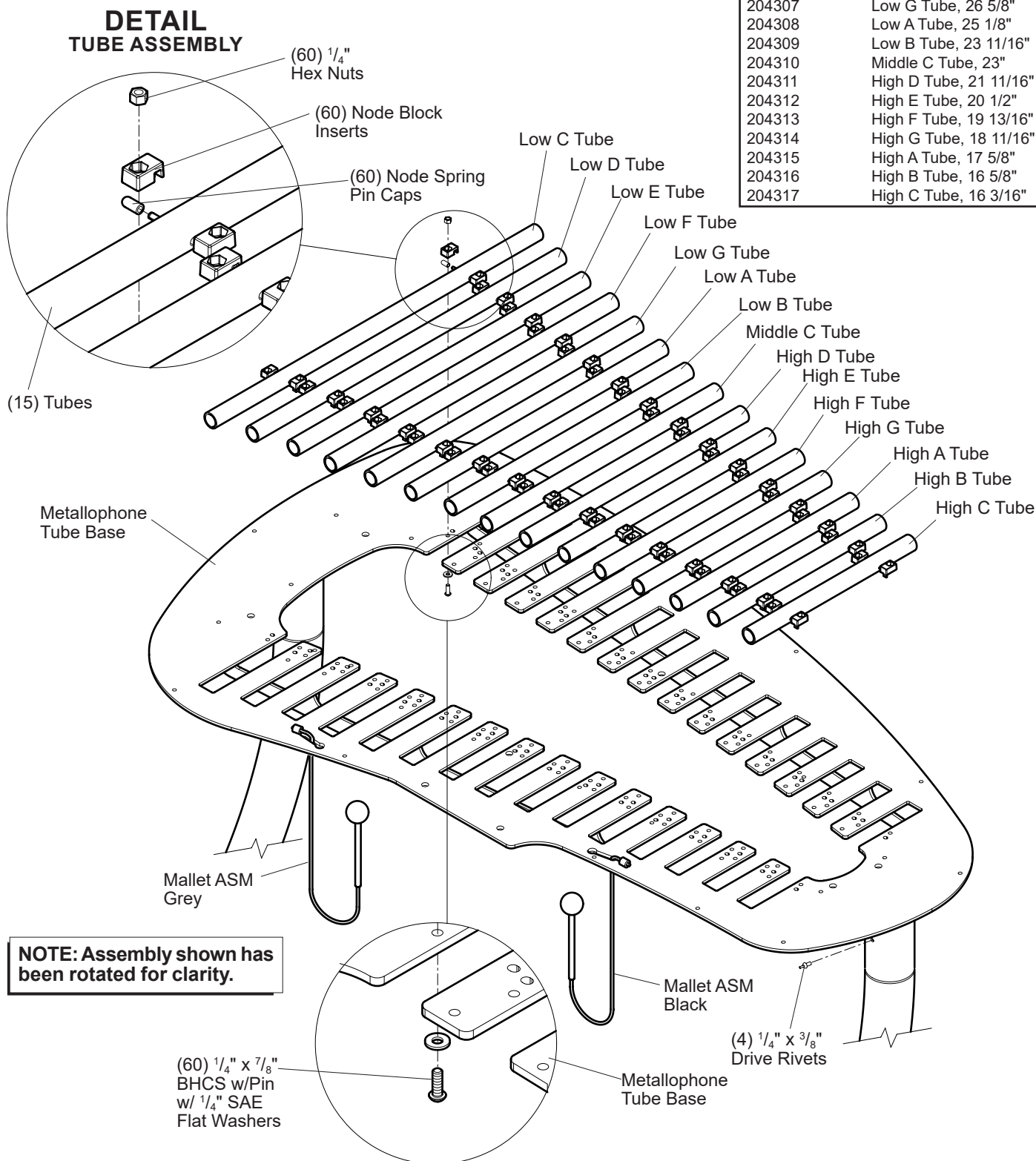


## DETAIL PRE-ASSEMBLE TUBE MOUNTS

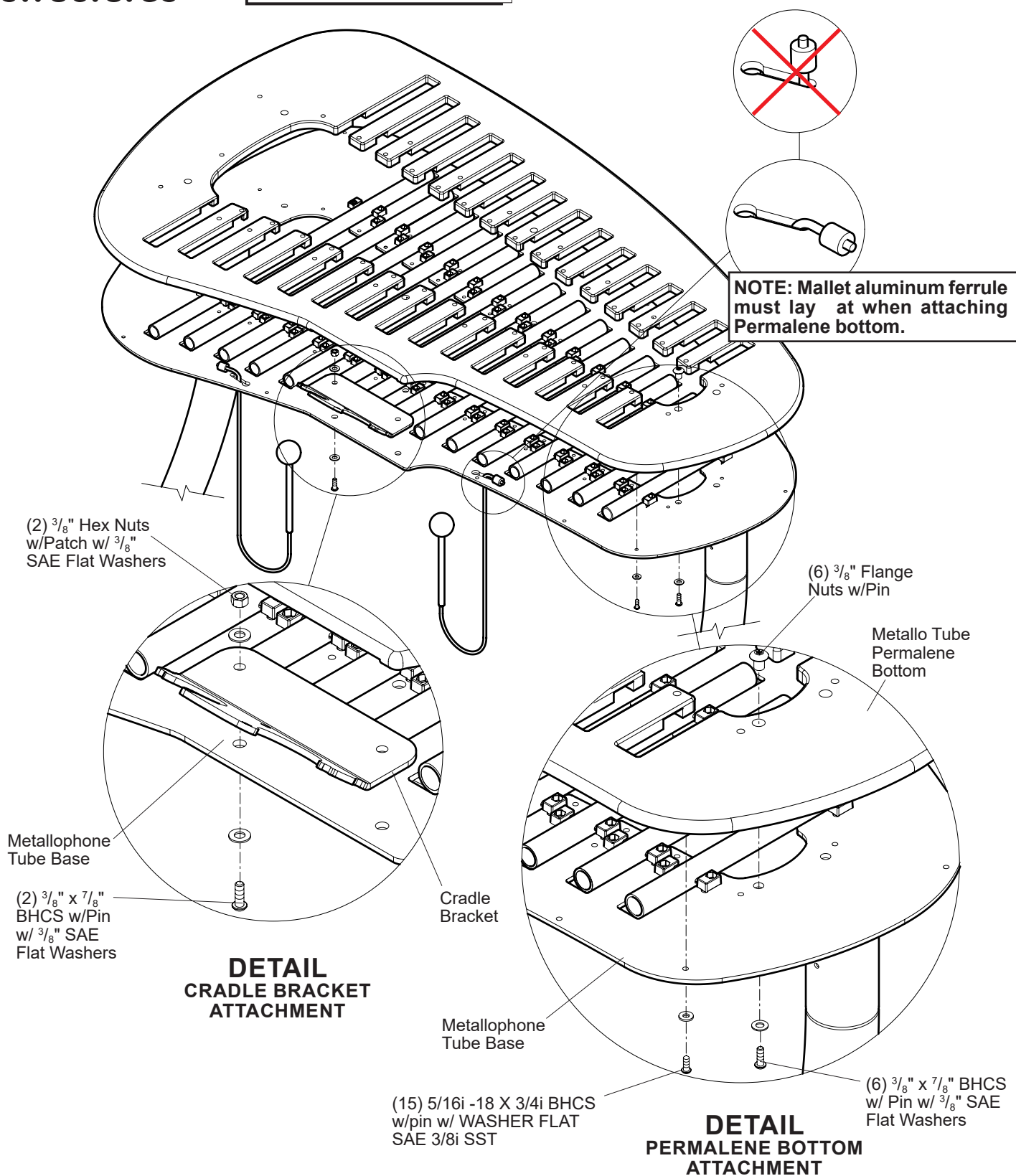


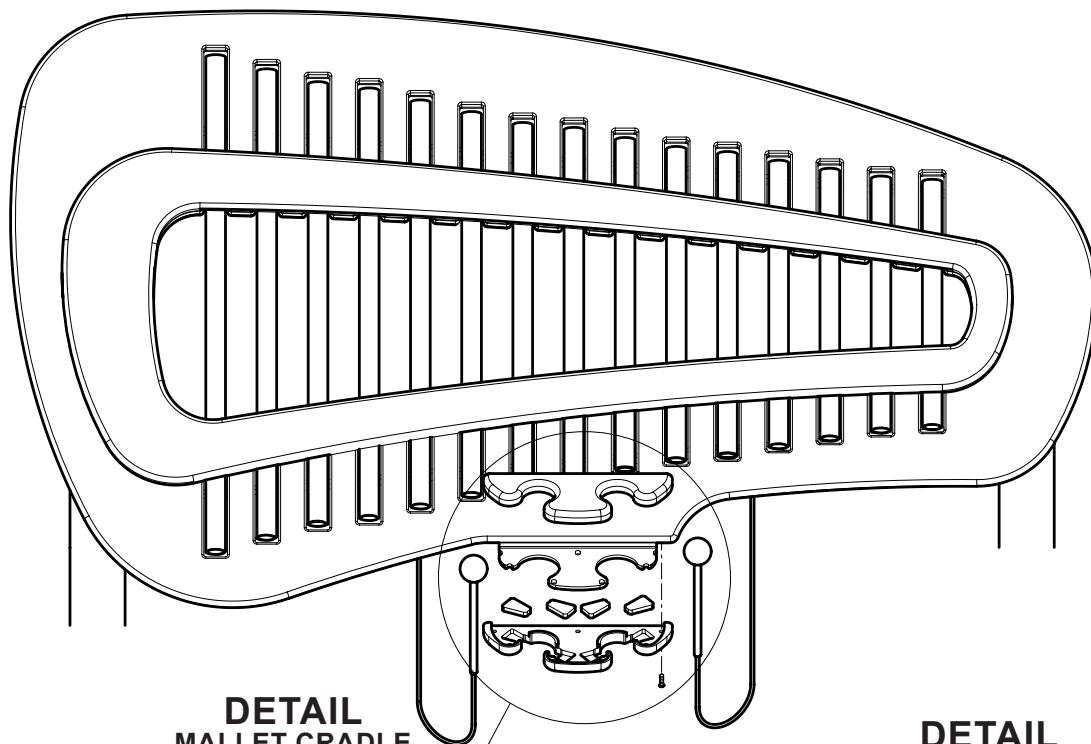
This will  
self-align the node block inserts for the bolt connections.



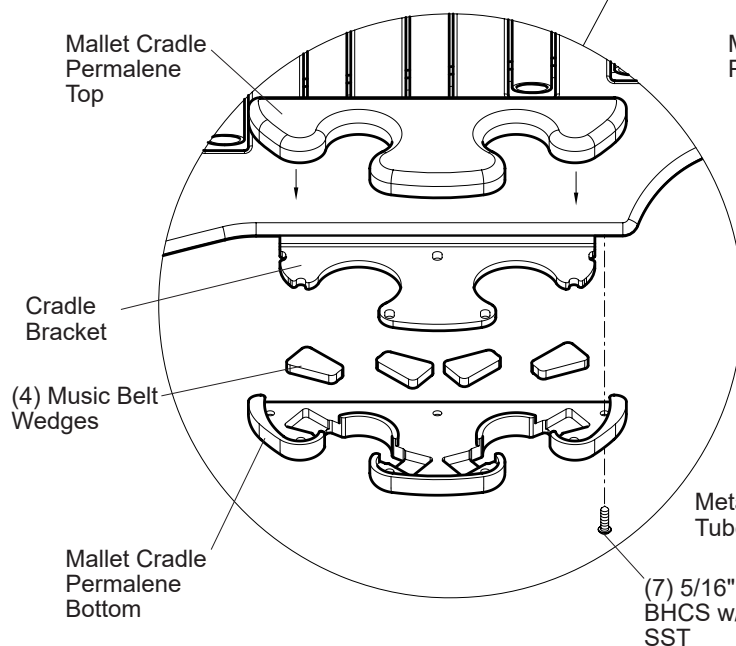


NOTE: Assembly shown has been rotated for clarity.





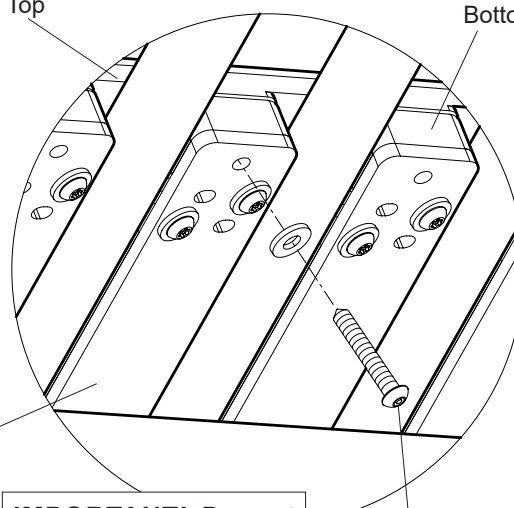
**DETAIL  
MALLET CRADLE  
ASSEMBLY**



**DETAIL  
METALLO TUBE PERMALENE  
TOP ATTACHMENT  
(BOTTOM VIEW)**

Metallo Tube Permalene Top

Metallo Tube Permalene Bottom



**IMPORTANT! Do not use an impact wrench to tighten BHCS Torx bolts. Hand tighten only.**

Part#	Description	Qty.
297165	Metallophone Tube Base, Specify Color.....	1
297157	Metallo Tube Permalene Bottom, Specify Color .....	1
211030	Metallo Tube Permalene Top, Specify Color .....	1
213638	Metallophone Leg, (DB), Specify Color .....	2
211033	Metallophone Leg, (2" SM), Specify Color .....	2
248098	Metallophone Leg, (12" SM), Specify Color .....	2
215141	Mallet Cradle Bracket, Specify Color .....	1
268144	Mallet Cradle Permalene Top, Specify Color.....	1
268148	Mallet Cradle Permalene Bottom, Specify Color.....	1

<b>218900</b>	<b>Vivo™ Chimes Kit</b> .....	1
204303	Low C Tube, 32 5/8" .....	1
204304	Low D Tube, 30 11/16" .....	1
204305	Low E Tube, 29" .....	1
204306	Low F Tube, 28 3/16" .....	1
204307	Low G Tube, 26 5/8" .....	1
204308	Low A Tube, 25 1/8" .....	1
204309	Low B Tube, 23 11/16" .....	1
204310	Middle C Tube, 23" .....	1
204311	High D Tube, 21 11/16" .....	1
204312	High E Tube, 20 1/2" .....	1
204313	High F Tube, 19 13/16" .....	1
204314	High G Tube, 18 11/16" .....	1
204315	High A Tube, 17 5/8" .....	1
204316	High B Tube, 16 5/8" .....	1
204317	High C Tube, 16 3/16" .....	1
220677	Mallet Assembly, Black .....	1
220676	Mallet Assembly, Grey .....	1
<b>297159</b>	<b>Animato™/Vivo™ Chimes Hardware Package</b> .....	1
211443	Node Block w/Insert .....	60
162374	1/4" x 3/4" BHCS w/Pin, SST .....	60
100364	1/4" SAE Flat Washer, SST .....	60
212291	Node Spring Pin Cap .....	60
228545	Music Belt Wedge .....	4
223807	BHCS 6LP 5/16i -18 X 3/4i SST .....	17
216762	#14 x 1 3/4" BHCS (Torx), SST .....	34
100365	3/8" SAE Flat Washer, SST .....	27
100196	3/8" x 7/8" BHCS (Torx), SST .....	8
100353	3/8" Flange Nut w/Pin, SST .....	6
100321	3/8" Hex Patch Nut, SST .....	2
216777	1/4" Hex Nut, SST .....	60
127463	T-27 TPP Hex Bit (Torx), SST .....	1
100611	1/4" x 3/8" Drive Rivet, AL/SST .....	4
133368	1/4" Nylon Washers .....	34
264971	5/16" x 1" BHCS w/Pin, SST .....	7

<b>121348</b>	<b>4-Hole Surface Mount Hardware Package</b> .....	2
100266	1/2" x 2 3/4" Standard Hex Nut, SST .....	8
100322	1/2" Standard Hex Nut, SST .....	8
100363	1/2" Flat Washer, SST .....	8

DB = Direct Bury  
SM = Surface Mount

**Tube Base:** Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125")(3,17 mm) wall galvanized steel tubing, and 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.

**Bar Top & Bottom:** Permalene®, color specified.

**Leg:** Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125")(3,17 mm) wall galvanized steel tubing. Finish: ProShield®, color specified.

**Tubes:** Made from 1.250" (31,75 mm) diameter (.125")(3,17 mm) wall aluminum tube.

**Cradle Bracket:** Made from 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.

**Cradle Top & Bottom:** Permalene®, color specified.

**Mallet:** Comprised of 2" (50,8 mm) diameter grey & black polyurethane, 1/2" (12,7 mm) diameter aluminum handle and 3/16" (4,74 mm) diameter stainless steel cable with nylon coating.

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**Installation Time:** DB - Approx. 8 man hours  
SM - Approx. 6 man hours

**Concrete Req.:** Approx. 3.56 cu. ft.  
**Weight:** DB - 235 lbs.  
SM - 222 lbs.

## Installation Instructions

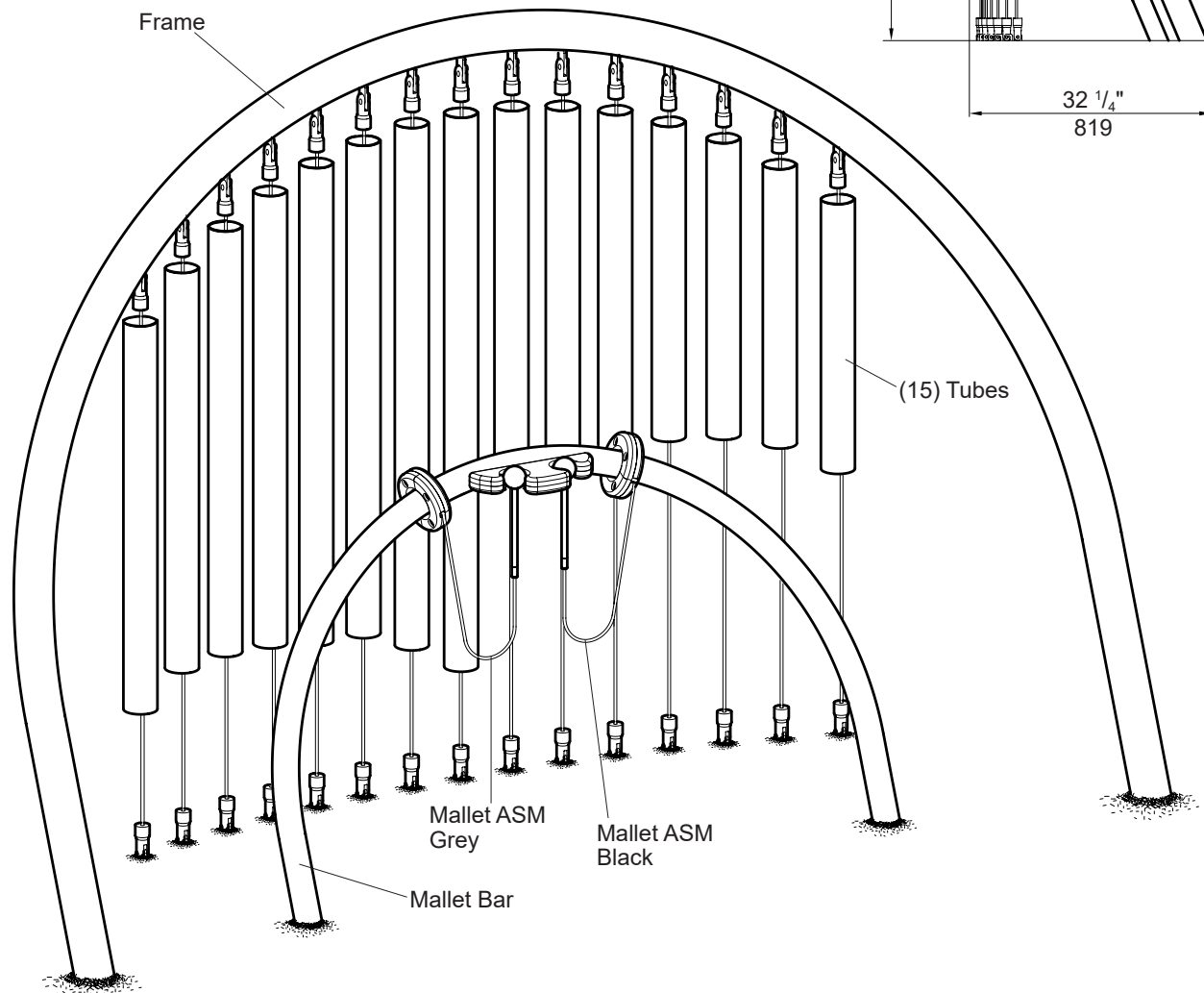
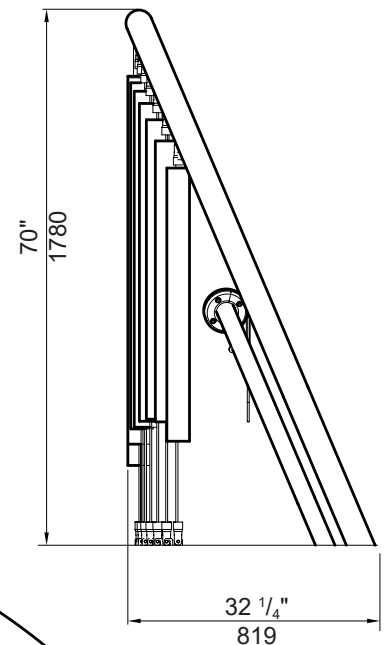
- 1) **(Direct Bury)** Dig footings as shown.
- 2) Insert metallophone legs into bar base tubes. Measurement from center to center of each leg should be 59" (1500 mm). With legs in correct position, drill through holes in bar base tubes and into metallophone legs with a 1/4" or "F" (only) drill bit. Insert 1/4" x 3/8" drive rivets into holes and hammer rivet pins in until flush with head. Refer to sheet 2.
- 3) **(Direct Bury)** Place metallophone legs into footing holes. With metallophone legs propped in plumb and final position, pour concrete footings. Allow concrete footings to cure for a minimum of 24 hours before completing assembly. **NOTE:** See back of sheet 1 for an example of Vivo Metallophone assembly propped in final position.

**(Surface Mount)** With metallophone legs in plumb position, drill 1/2" x 3" deep holes through metallophone leg plates using hammer drill and 1/2" masonry bit. Tap expansion anchors into drilled holes. Fasten metallophone leg plates to expansion anchors using 1/2" standard hex nuts with 1/2" flat washers.

- 4) Place node spring caps on each end of tube pins. Attach tubes and mallets to tube base as shown. Refer to the Tube Assembly Detail.
- 5) Attach cradle bracket to tube base. Refer to the Cradle Bracket Attachment Detail.
- 6) Attach metallo tube Permalene bottom to tube base. Refer to the Permalene® Bottom Attachment Detail.
- 7) Attach mallet cradles to cradle bracket, as shown. Refer to the Mallet Cradle Assembly Detail.
- 8) Attach metallo bar Permalene top to metallophone tube base, as shown. Refer to the Metallo Tube Permalene Top Attachment Detail.



ELEVATION  
(SIDE VIEW)



Sensory Play

214442 Grandioso™ Chimes

Sheet 1 of 4

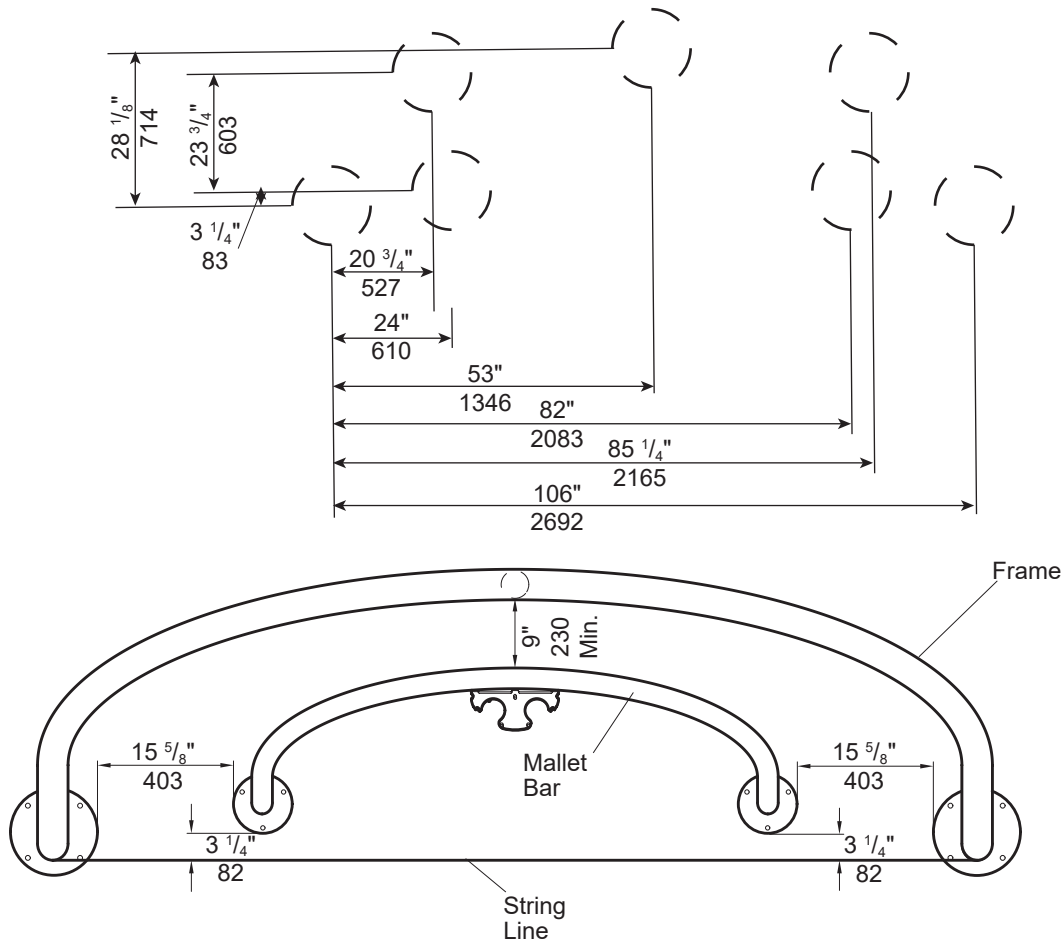
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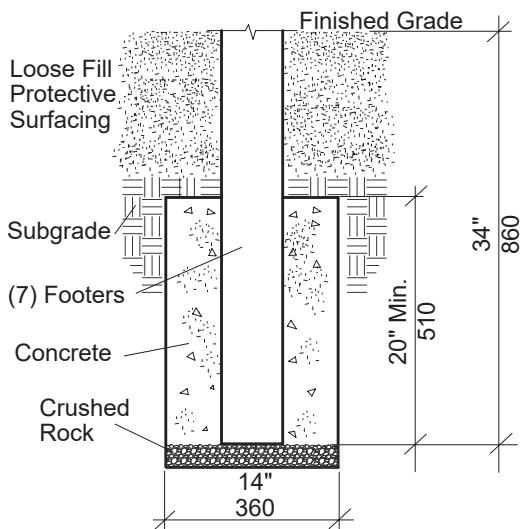
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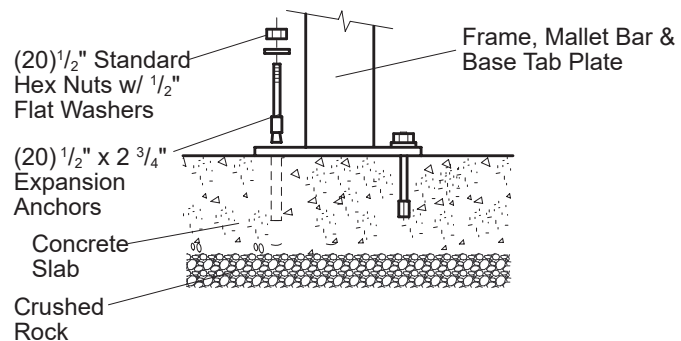
## PLAN VIEW/FOOTING LAYOUT



### DETAIL DIRECT BURY



### DETAIL SURFACE MOUNT



**Sensory Play**

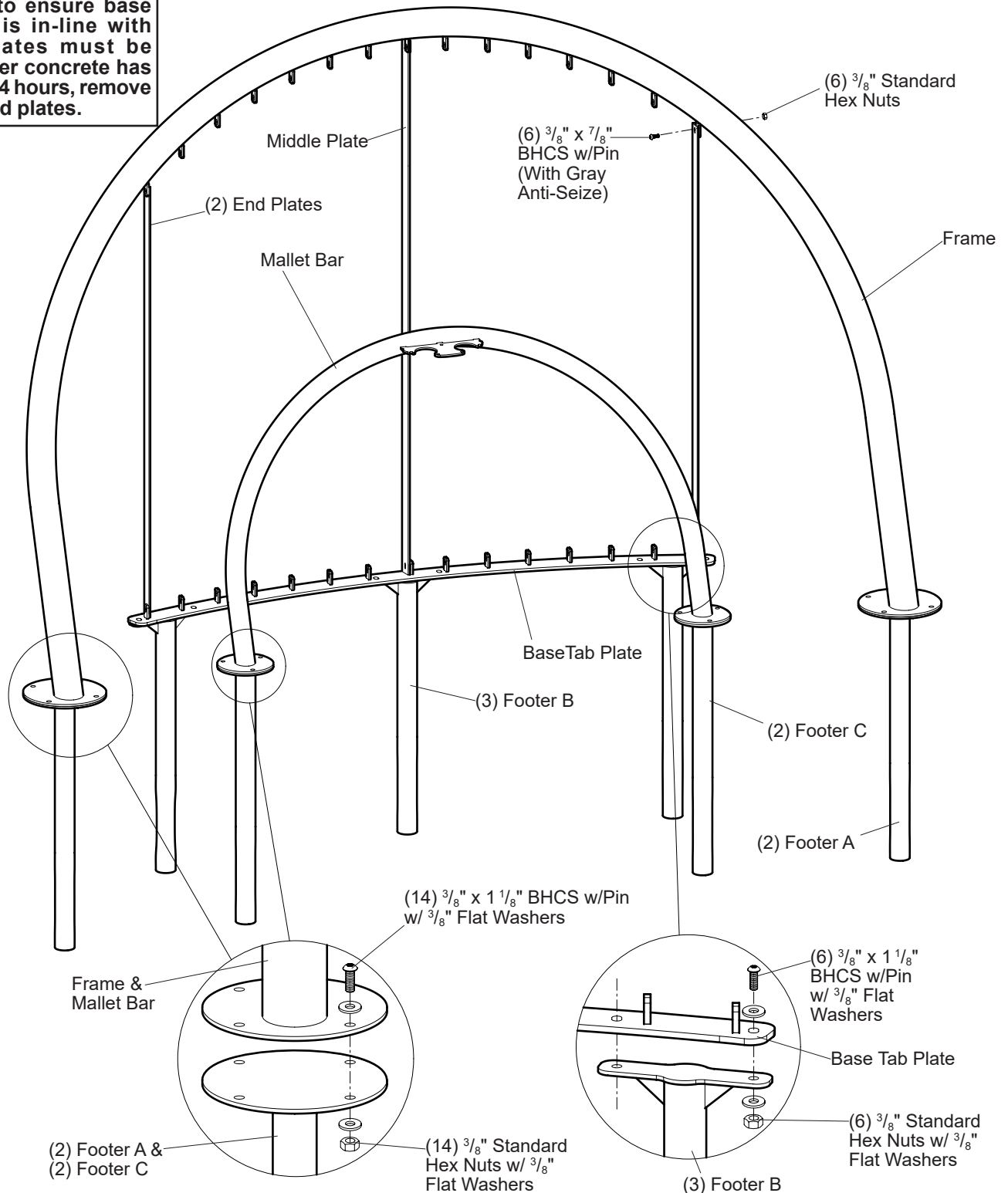
**214442 Grandioso™ Chimes**

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## DETAIL FOOTER ATTACHMENT

**NOTE:** Middle & end plates are used to ensure base tab plate is in-line with frame. Plates must be plumb. After concrete has cured for 24 hours, remove and discard plates.





**DETAIL**  
**PROPPED IN FINAL POSITION**



**NOTE:** Picture shown is an example of how to prop the frame and mallet bar in position, using 2 x 4 boards and wooden stakes, prior to pouring concrete footings.

**Sensory Play**

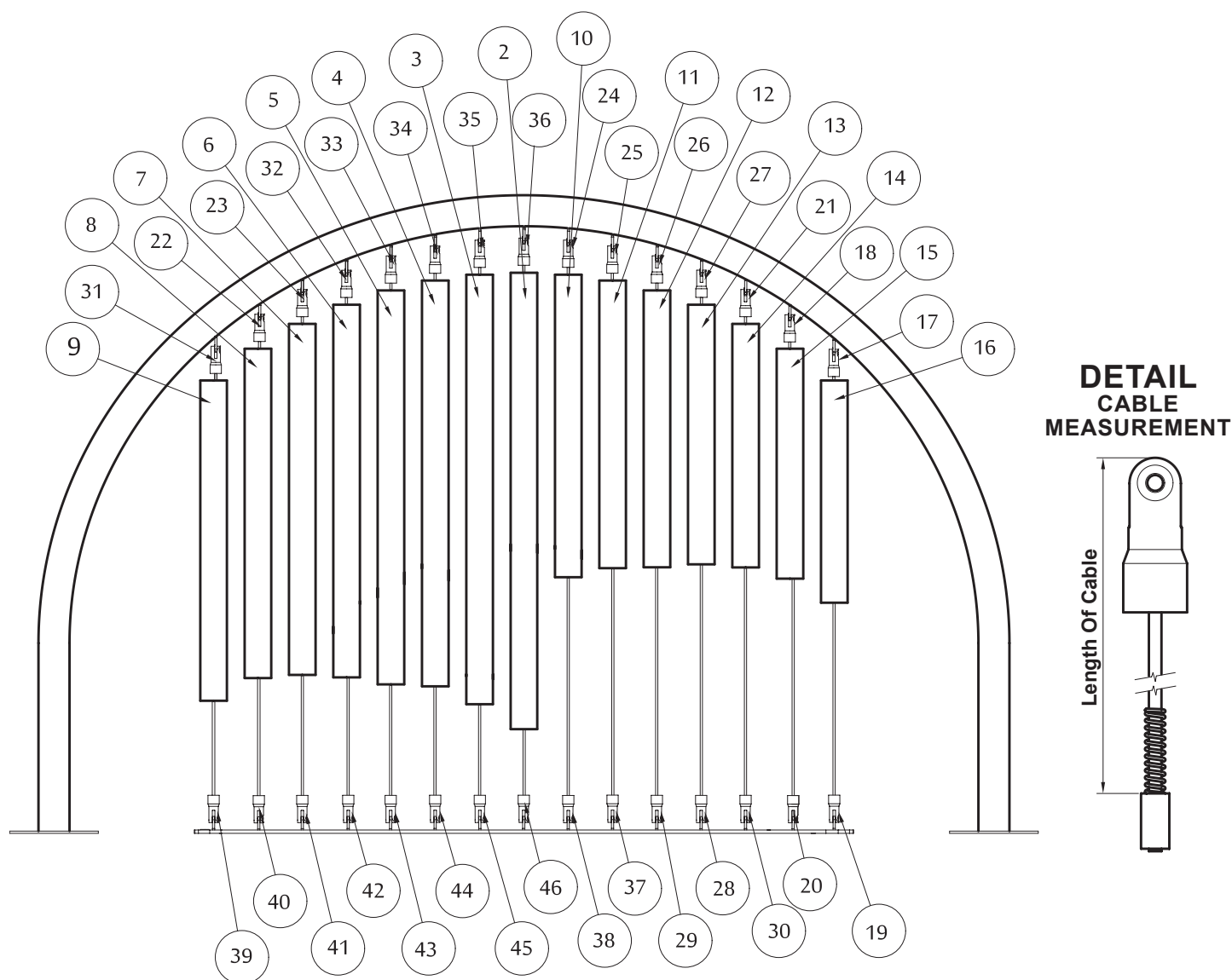
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ITEM NO.	PART#	DESCRIPTION
2	204333	LOW C TUBE 51 1/2"
3	204334	LOW D TUBE 48 1/2"
4	204335	LARGE LOW E TUBE 45 13/16"
5	204336	LARGE LOW F TUBE 45 1/2"
6	204337	LARGE LOW G TUBE 42"
7	204338	LARGE LOW A TUBE 39 5/8"
8	204339	LOW B TUBE 37 3/16"
9	204340	MIDDLE C TUBE 36 3/16"
10	204341	HIGH D TUBE 34 3/16"
11	204342	HIGH E TUBE 32 3/16"
12	204343	HIGH F TUBE 31 1/8"
13	204344	HIGH G TUBE 29 5/16"
14	204345	HIGH A TUBE 27 1/2"
15	204346	HIGH B TUBE 26"
16	204347	HIGH C TUBE 25 1/8"
17	213103	HIGH C, TOP CABLE 6 11/16"
18	213105	HIGH B, TOP CABLE 7 1/8"
19	213119	HIGH C, BOT CABLE 27 5/8"
20	213120	HIGH B, BOT CABLE 30 9/16"
21	213106	HIGH A, TOP CABLE 7 9/16"
22	213112	LOW B, TOP CABLE 9 5/8"
23	213113	LOW A, TOP CABLE 10 5/16"

24	213110	HIGH D, TOP CABLE 9 5/16"
25	213109	HIGH E, TOP CABLE 8 7/8"
26	213108	HIGH F, TOP CABLE 8 9/16"
27	213107	HIGH G, TOP CABLE 8 1/8"
28	213122	HIGH G, BOT CABLE 32 15/16"
29	213123	HIGH F, BOT CABLE 33 1/8"
30	213121	HIGH A, BOT CABLE 32 1/8"
31	213111	MID C, TOP CABLE 9 1/4"
32	213114	LOW G, TOP CABLE 10 15/16"
33	213115	LOW F, TOP CABLE 11 9/16"
34	213116	LOW E, TOP CABLE 11 15/16"
35	213117	LOW D, TOP CABLE 12 9/16"
36	213118	LOW C, TOP CABLE 13 1/4"
37	213124	HIGH E, BOT CABLE 33 7/16"
38	213125	HIGH D, BOT CABLE 32 1/2"
39	213126	MID C, BOT CABLE 19 1/16"
40	213127	LOW B, BOT CABLE 21 13/16"
41	213128	LOW A, BOT CABLE 22 3/4"
42	213129	LOW G, BOT CABLE 23"
43	213130	LOW F, BOT CABLE 22 3/4"
44	213131	LOW E, BOT CABLE 22 7/8"
45	213132	LOW D, BOT CABLE 21 7/16"
46	213133	LOW C, BOT CABLE 19 1/4"



Sensory Play

214442 Grandioso™ Chimes

Sheet 3 of 4

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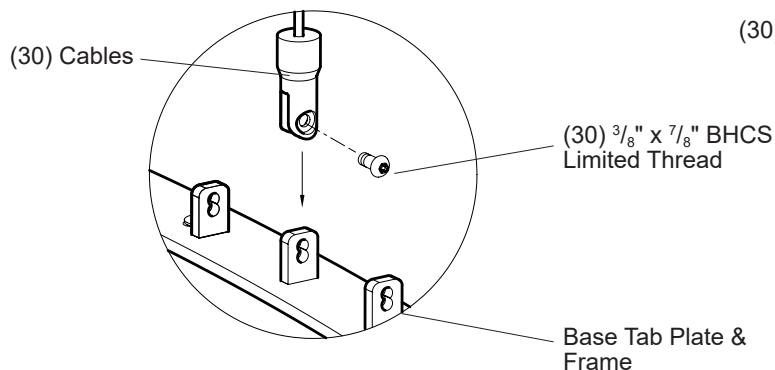
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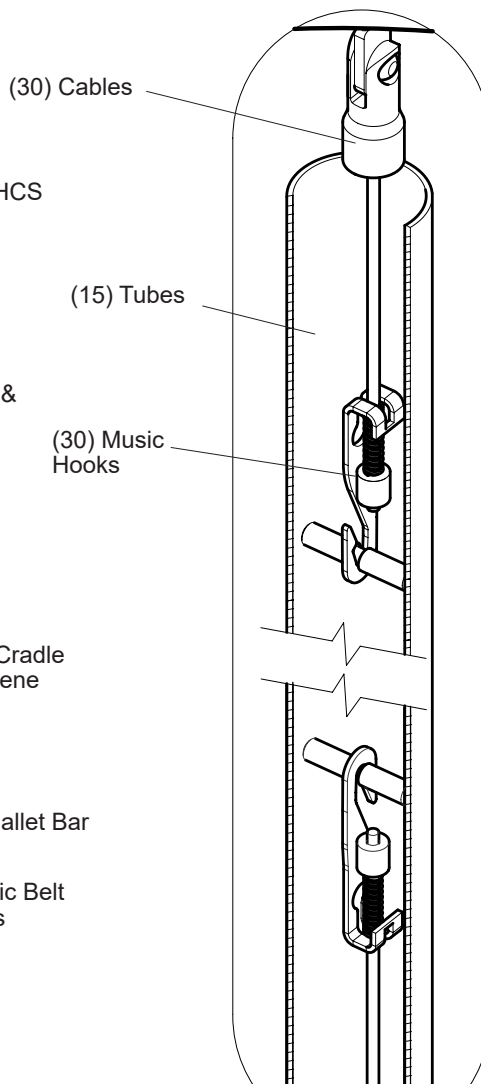


**NOTE:** There are two holes in base plate tabs & frame tabs. To increase tension in cable, attach cable to top hole in frame tab & bottom hole in base plate tab if necessary.

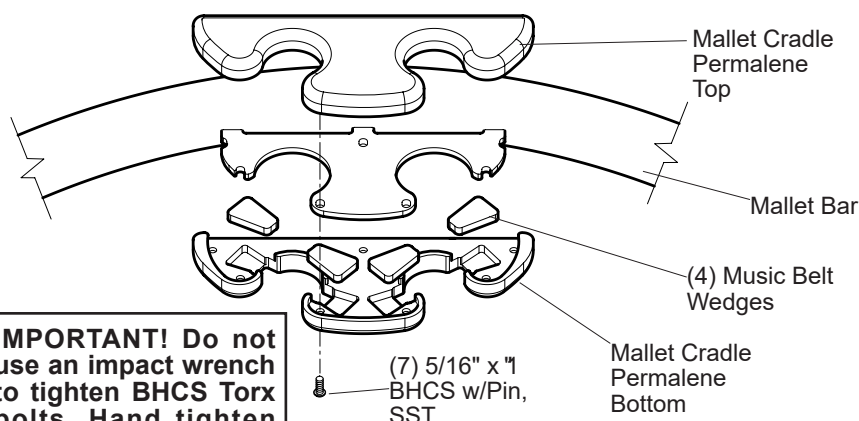
### DETAIL CABLE ATTACHMENT



### DETAIL TUBE SECTION VIEW

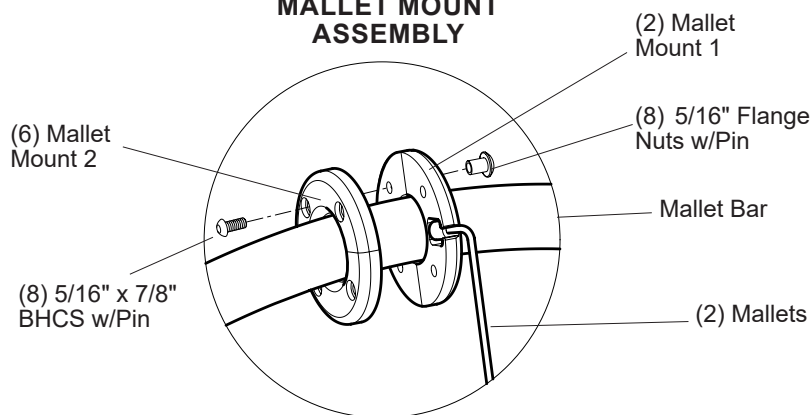


### DETAIL MALLET CRADLE ASSEMBLY



**IMPORTANT!** Do not use an impact wrench to tighten BHCS Torx bolts. Hand tighten only.

### DETAIL MALLET MOUNT ASSEMBLY



**NOTE:** For ease of installation, insert low/bottom cable with music hook through top of tube and attach music hook to middle of tube shaft. Turn tube 180° and insert top/high cable with music hook through top of tube and attach music hook to middle of tube shaft. Attach cable to base tab plate and frame.

## Parts List

Part#	Description	Qty.
209877	Frame, Specify Color.....	1
213664	Base/Tab Plate, Specify Color.....	1
213678	Mallet Bar, Specify Color.....	1
213341	Mallet Mount 2, Specify Color.....	6
213934	Mallet Mount 1, Specify Color.....	2
213668	Footer A, Specify Color.....	2
213672	Footer B, Specify Color.....	3
213696	Footer C, Specify Color.....	2
268144	Mallet Cradle Permalene Top, Specify Color.....	1
268148	Mallet Cradle Permalene Bottom, Specify Color.....	1
216121	End Plate.....	2
216122	Middle Plate.....	1
216595	Grandioso shipping leg, specify color.....	1
<b>218901</b>	<b>Grandioso Chimes Kit</b> .....	<b>1</b>
204333	Low C Tube.....	1
204334	Low D Tube.....	1
204335	Low E Tube.....	1
204336	Low F Tube.....	1
204337	Low G Tube.....	1
204338	Low A Tube.....	1
204339	Low B Tube.....	1
204340	Middle C Tube.....	1
204341	High D Tube.....	1
204342	High E Tube.....	1
204343	High F Tube.....	1
204344	High G Tube.....	1
204345	High A Tube.....	1
204346	High B Tube.....	1
204347	High C Tube.....	1
220677	Mallet Assembly, Black.....	1
220676	Mallet Assembly, Grey.....	1
<b>223361</b>	<b>Kit Grandioso Cables</b> .....	<b>1</b>
213111	Mid C Top Cable.....	1
213112	Low B Top Cable.....	1
213113	Low A Top Cable.....	1
213114	Low G Top Cable.....	1
213115	Low F Top Cable.....	1
213116	Low E Top Cable.....	1
213117	Low D Top Cable.....	1
213118	Low C Top Cable.....	1
213110	High D Top Cable.....	1
213109	High E Top Cable.....	1
213108	High F Cable.....	1
213107	High G Cable.....	1
213106	High A Cable.....	1
213105	High B Cable.....	1
213103	High C Cable.....	1
213119	High C Low Cable.....	1
213120	High B Low Cable.....	1
213121	High A Low Cable.....	1
213122	High G Low Cable.....	1
213123	High F Low Cable.....	1
213124	High E Low Cable.....	1
213125	High D Low Cable.....	1
213126	Mid C Low Cable.....	1
213127	Low B Bottom Cable.....	1
213128	Low A Bottom Cable.....	1
213129	Low G Bottom Cable.....	1
213130	Low F Bottom Cable.....	1
213131	Low E Bottom Cable.....	1
213132	Low D Bottom Cable.....	1
213133	Low C Bottom Cable.....	1
<b>268174</b>	<b>Grandioso Hardware Package</b> .....	<b>1</b>
100290	3/8" x 7/8" BHCS w/Pin Limited Thread, SST.....	30
132626	BHCS 6LP 5/16" x 7/8", SST.....	8
175006	Flg Nut 6LP 5/16", SST.....	8
127546	3/8" x 7/8" BHCS w/Pin, SST.....	6
100327	3/8" Standard Hex Nut, SST.....	6
264971	5/16" x 1" BHCS w/Pin, SST.....	7
228545	Music Belt Wedge.....	4

127463	T-27 TPP Hex Bit (Torx), SST.....	1
210159	Music Hook.....	30
<b>121348</b>	<b>4-Hole Surface Mount Hardware Package</b> .....	<b>2</b>
100266	1/2" x 2 3/4" Standard Hex Nut, SST.....	8
100322	1/2" Standard Hex Nut, SST.....	8
100363	1/2" Flat Washer, SST.....	8
<b>118613</b>	<b>3-Hole Surface Mount Hardware Package</b> .....	<b>2</b>
100266	1/2" x 2 3/4" Standard Hex Nut, SST.....	6
100322	1/2" Standard Hex Nut, SST.....	6
100363	1/2" Flat Washer, SST.....	6
<b>111392</b>	<b>2-Hole Surface Mount Hardware Package</b> .....	<b>3</b>
100266	1/2" x 2 3/4" Standard Hex Nut, SST.....	6
100322	1/2" Standard Hex Nut, SST.....	6
100363	1/2" Flat Washer, SST.....	6
<b>217156</b>	<b>DB Footers Hardware Package</b> .....	<b>1</b>
100198	3/8" x 1 1/8" BHCS w/Pin, SST.....	20
100327	3/8" Standard Hex Nut, SST.....	20
100362	3/8" Flat Washer, SST.....	40

**DB = Direct Bury**

**SM = Surface Mount**

<b>Tube:</b>	Comprised of 3.000" (76,2 mm) O.D. x (.125")(3,17 mm) wall aluminum tubing, and 1/2" (12,7 mm) diameter aluminum rod.
<b>Frame:</b>	Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125")(3,17 mm) wall galvanized steel tubing, 1/4" stainless steel sheet and 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.
<b>Mallet:</b>	Comprised of 2" (50,8 mm) diameter grey or black polyurethane, 1/2" (12,7 mm) diameter aluminum handle and 3/16" (4,74 mm) stainless steel cable with nylon coating.
<b>Base/Tab Plate:</b>	Weldment comprised of 3/8" (9,52 mm) thick HRPO steel sheet, and 1/4" (6,35 mm) thick stainless steel sheet. Finish: ProShield®, color specified.
<b>Mallet Bar:</b>	Weldment comprised of 2.375" (60,32 mm) O.D. RS40 (.130"-.140")(3,30 mm-3,55 mm) wall galvanized steel tubing, and 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.
<b>Mallet Mount:</b>	Permalene®, color specified.
<b>Footer:</b>	Weldment comprised of 2.375" (60,32 mm) O.D. RS20 (.095"-.105")(2,41 mm-2,66 mm) wall galvanized steel tubing, and 1/4" (6,35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.
<b>Cables:</b>	Comprised of 3/16" (4,74 mm) diameter stainless steel cable with nylon coating.
<b>Music Hook:</b>	Fabricated from 7 GA. (.188")(4,77 mm) stainless steel.
<b>Cradle Top &amp; Bottom:</b>	Permalene®, color specified.
<b>Fasteners:</b>	Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
<b>Installation Time:</b>	<b>DB</b> - Approx. 8 man hours <b>SM</b> - Approx. 6 man hours
<b>Concrete Req.:</b>	<b>DB</b> - Approx. 13.09 cu. ft.
<b>Weight:</b>	<b>DB</b> - 424 lbs. <b>SM</b> - 361 lbs.

ECO # 0101835 Document 26814100 replaces 25529100. Update Rhapsody mallet assembly.

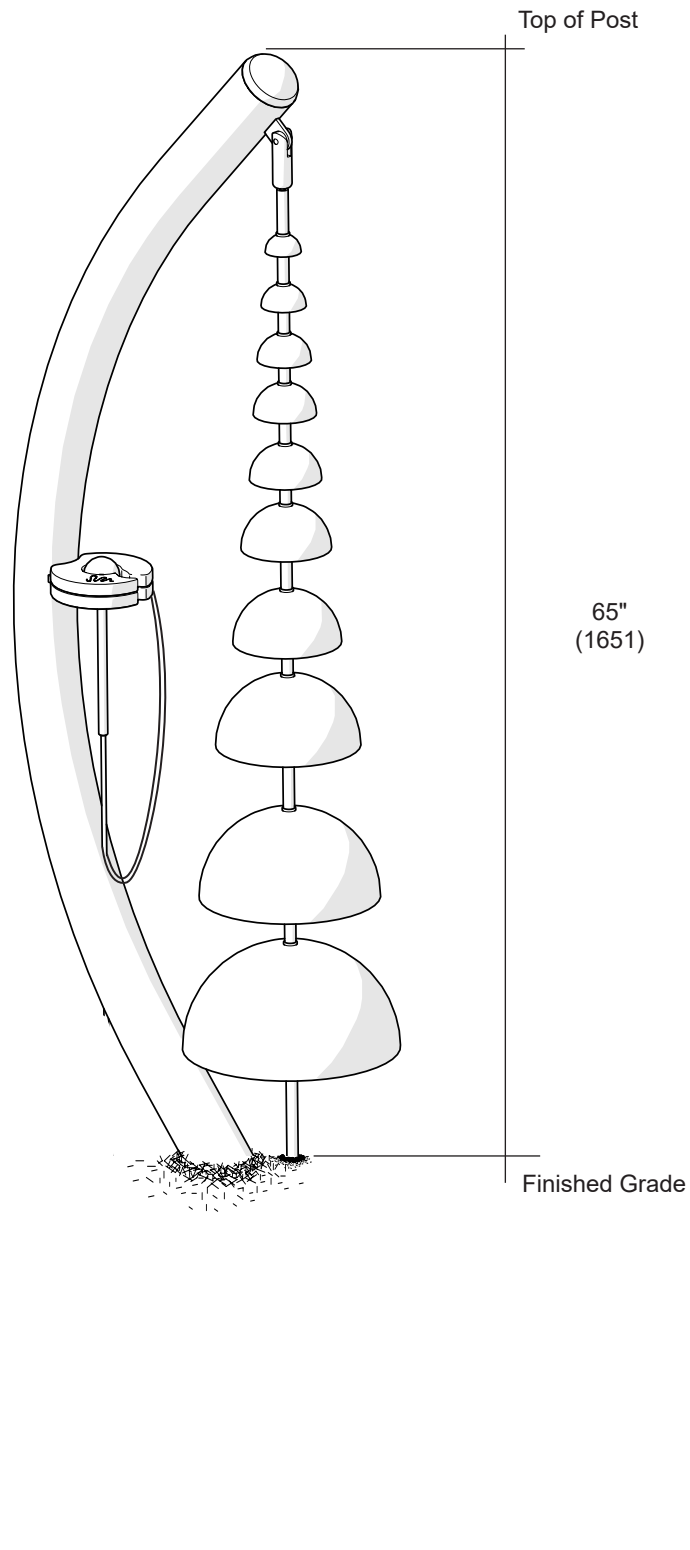


## Installation Instructions

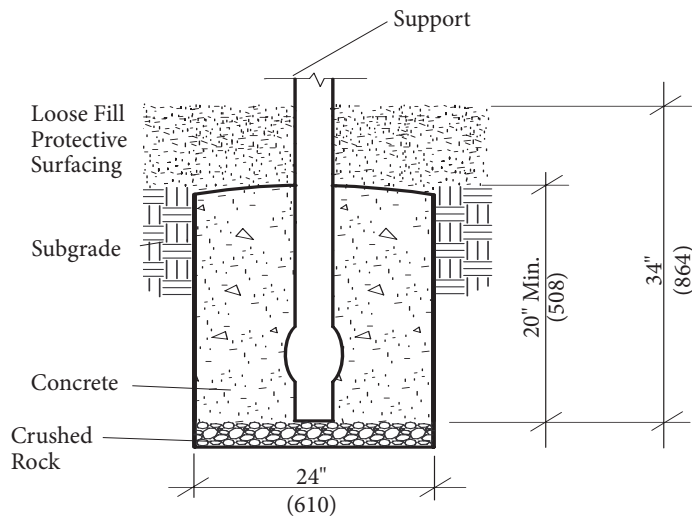
- 1) **(Direct Bury)** Dig footings as shown. Refer to the Plan View Footing Layout.
- 2) **(Direct Bury)** Attach footers to base tab plate, frame and mallet bar. Place base tab plate, frame and mallet bar in footing holes. Refer to the Footer Attachment Detail.
- 3) Attach middle and end plates to frame and base tab plate. Make sure plates are plumb. Refer to the Footer Attachment Detail. **NOTE:** *Middle & end plates are used to ensure base tab plate is in-line with frame. Plates must be plumb After concrete has cured for 24 hours, remove and discard plates.*
- 4) Following the dimensions shown on the back of sheet 1, place mallet bar and frame in final position. **NOTE:** *See back of sheet 2 for an example of frame and mallet bar propped in final position.*
- 5) **(Direct Bury)** With base tab plate, frame and mallet bar footers propped in plumb and final position, pour concrete footings. Allow concrete footings to cure for a minimum of 24 hours before completing assembly.  
  
**(Surface Mount)** With base tab plate, frame and mallet bar in final position, drill  $\frac{1}{2}$ " x 3" deep holes through leg plates using hammer drill and  $\frac{1}{2}$ " masonry bit. Starting at the center of the tab plate, tap expansion anchors into drilled holes. Fasten base tab plate, frame and mallet bar to expansion anchors using  $\frac{1}{2}$ " standard hex nuts with  $\frac{1}{2}$ " flat washers.
- 6) Following the details on the back of sheet 3, complete the Grandioso chimes assembly. Refer to sheet 3 for correct positioning of tubes and cables with music hooks.

**SAFETY NOTE**

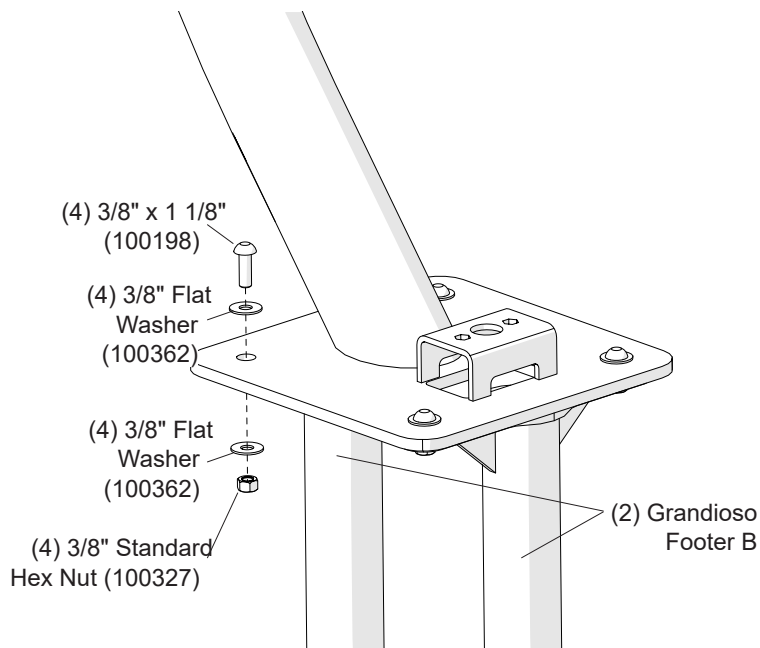
Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



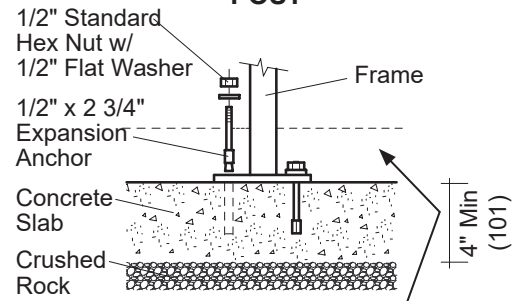
### DETAIL DIRECT BURY



### DETAIL DIRECT BURY POST

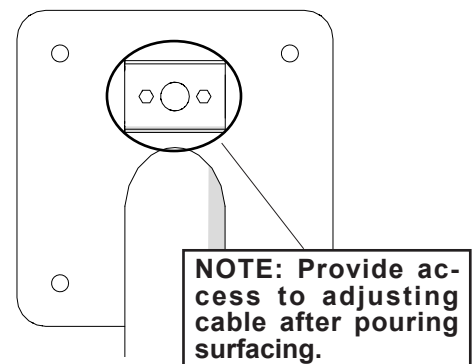


### DETAIL SURFACE MOUNT POST



NOTE: Sufficient protective surfacing must cover hardware to satisfy fall height requirements.

### DETAIL SURFACE MOUNT



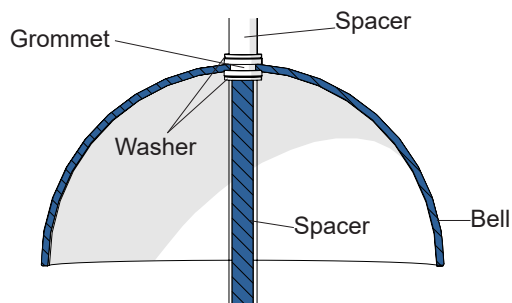
## STEP 1

(10) Grommet  
(251630)

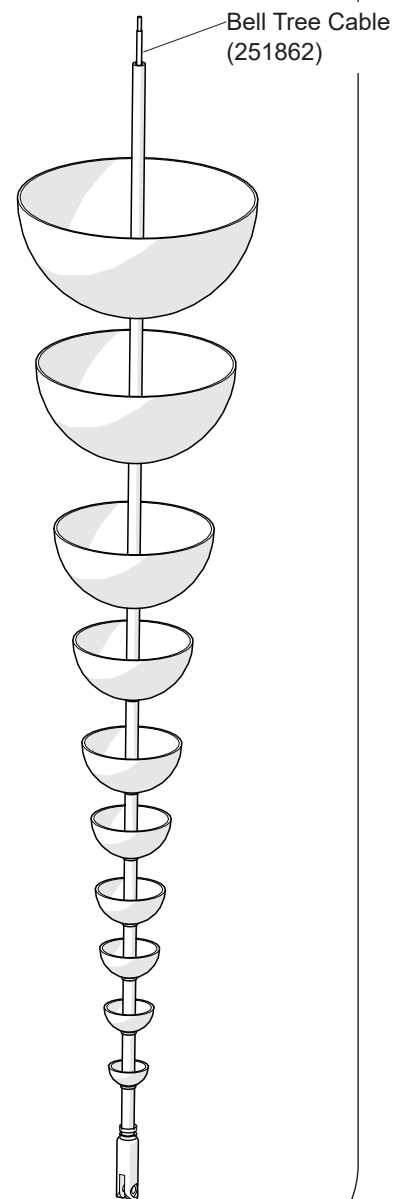
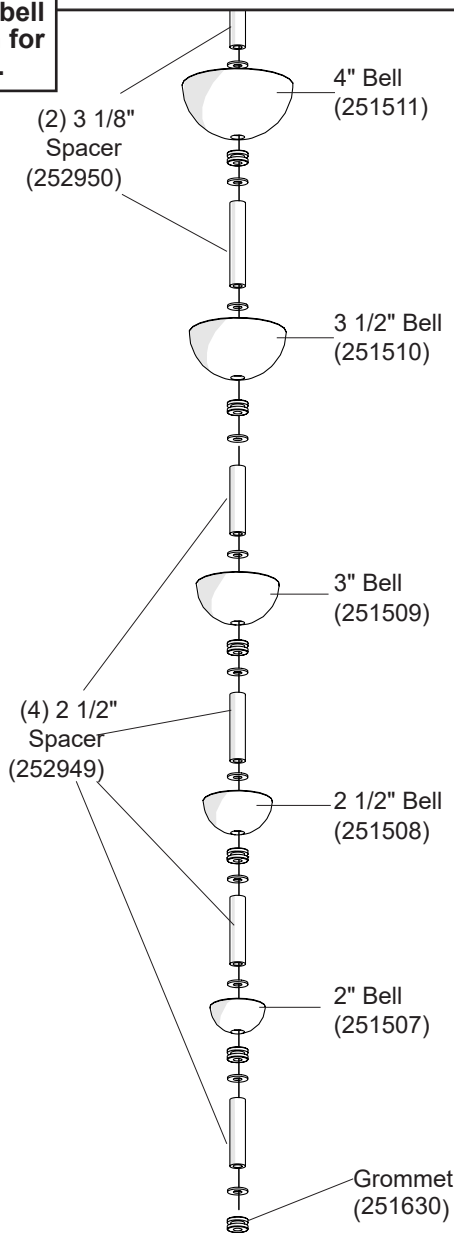
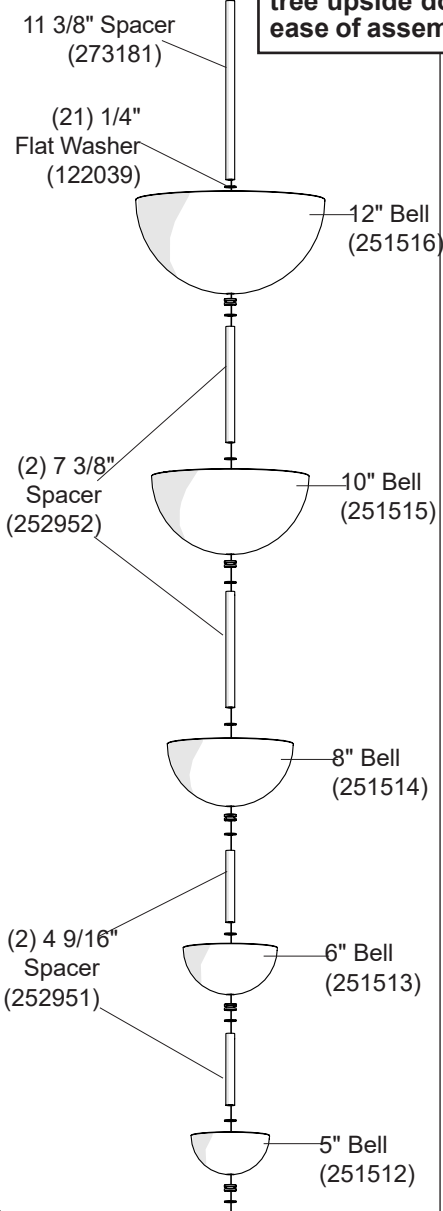
(10) Bells

**NOTE: All bells re-  
ceive a grommet be-  
fore assembling onto  
cable.**

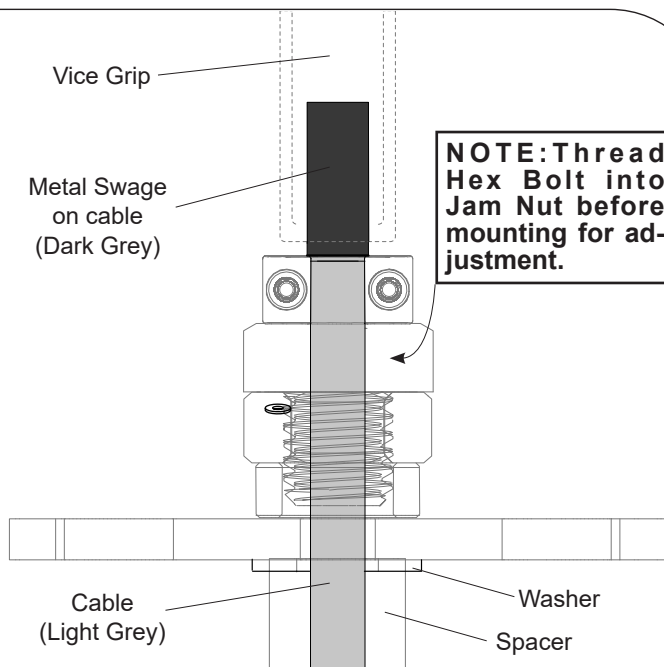
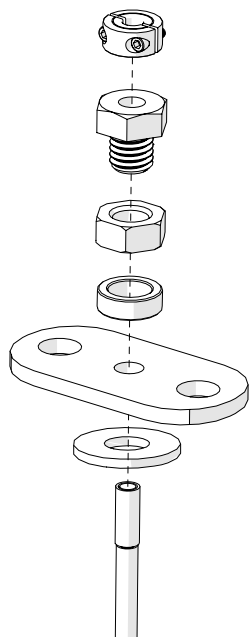
## TYPICAL PART SEQUENCE



**NOTE: Assemble bell  
tree upside down for  
ease of assembly.**

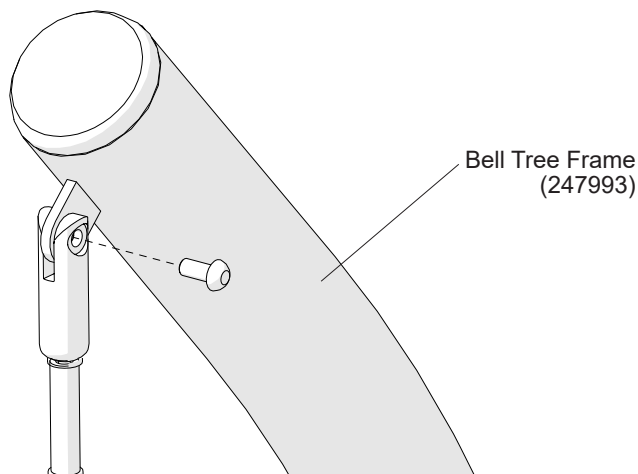


## STEP 2



1x		Clamp Collar (251687)	1x		1/2" Hex Jam Nut (129693)
1x		1/2" - 13 x .5 Hex Bolt (251572)	1x		3/4" x 1/4" Spacer (176653)
1x		Tension Plate (248085)	1x		1/4" Flat Washer (122039)

## STEP 3



1x		LTHD $\frac{3}{8}$ x $\frac{7}{8}$ " BHCS (100290)	1x		Bell Tree Assembly
1x		Bell Tree Frame (247993)			



<https://bit.ly/2TfjWyZ>

## STEP 4

Bell Tree Frame  
(247993)

**NOTE:** Adjust tension on cable stack by threading hex bolt and jam nut apart as far as possible. Refer to video link above.

**NOTE:** Add washers to minimize gap if it exceeds 1/4" (6.4mm) between plate and base.

2x  ..... 3/8" SAE Flat Washer (100365)      2x  ..... 3/8 x 1 1/8" BHCS (100198)

## STEP 5



Single Mallet Permalene  
Cover Top (268147)



Mallet Assembly  
(220676)


Single Mallet Permalene  
Cover Bottom (269301)

(2) Music Belt Wedge  
(228545)

(4) 5/16" x 1"  
BHCS (264971)

1x  ..... Single Mallet Permalene Cover Top (268147)      1x  ..... Single Mallet Permalene Cover Bottom (269301)

2x  ..... Music Belt Wedge (228545)      1x  ..... Mallet Assembly (220676)

4x  ..... 5/16" x 1" BHCS w/Pin (264971)



Part#	Description	Qty.
213672	Grandioso Footer B, Specify Color .....	2
220676	Mallet ASM 75A Gray .....	1
268147	Single Mallet Perm Cover Top, Specify Color .....	1
269301	Single Mallet Perm Cover Bottom, Specify Color .....	1
247993	Cascata Bells Frame, Specify Color .....	1
248085	Cascata Bells Tension PL Specify Color .....	1
<b>253930</b>	<b>Cascata Bells Bell Set .....</b>	<b>1</b>
251507	2.00" Bell W/ Hole .....	1
251508	2.50" Bell W/ Hole .....	1
251509	3.00" Bell W/ Hole .....	1
251510	3.50" Bell W/ Hole .....	1
251511	4.00" Bell W/ Hole .....	1
251512	5.00" Bell W/ Hole .....	1
251513	6.00" Bell W/ Hole .....	1
251514	8.00" Bell W/ Hole .....	1
251515	10.00" Bell W/ Hole .....	1
251516	12.00" Bell W/ Hole .....	1
251862	Cascata Bells Cable .....	1
<b>273186</b>	<b>Cascata Bells Spacer Set .....</b>	<b>1</b>
252949	Cascata Bells Anodized Spacer 01, Black .....	4
252950	Cascata Bells Anodized Spacer 02, Black .....	2
252951	Cascata Bells Anodized Spacer 03, Black .....	2
252952	Cascata Bells Anodized Spacer 04, Black .....	2
273181	Cascata Bells Anodized Spacer 05, Black .....	1
<b>292487</b>	<b>Hdw Pkg Cascata™ Bells .....</b>	<b>1</b>
100198	BHCS 6LP 3/8 x 1-1/8" SST .....	2
100290	BHCS 6LP LTHD 3/8" x 7/8" SST .....	1
100365	Washer Flat SAE 3/8" SST .....	6
129693	Nut Hex Jam 1/2-13 SST .....	1
176653	Spacer 3/4" x 1/4" AL .....	1
228545	Music Belt Wedge .....	2
251572	1/2-13 x .5L Hex Bolt W/ Hole .....	1
251630	Push In Grommet .....	11
251687	1/4" Two Piece Clamp Collar .....	1
148680	BIT 5/16 6-LOBE T <sup>40</sup> TAMP .....	1
264971	5/16" x 1" BHCS w/Pin, SST .....	4
122039	Washer Flat 1/4" x 3/4" OD SST .....	22
<b>207263</b>	<b>Hdw Pkg DB Support .....</b>	<b>2</b>
100198	BHCS 6LP 3/8" x 1-1/8" SST .....	2
100327	Nut Hex STD 3/8"-16 SST .....	2
100362	Washer Flat 3/8" SST .....	4
<b>121348</b>	<b>Hdw Pkg 4-Hole SM 1/2-13 .....</b>	<b>1</b>
100266	Exp Anchor 1/2" x 2-3/4" ZP .....	4
100322	Nut Hex STD 1/2" - 13 SST .....	4
100363	Washer Flat 1/2" SST .....	4

DB= Direct Bury  
SM= Surface Mount

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**Frame:** Weldment comprised of 3.500" (88.9 mm) O.D. RS20 (.125") (3.17 mm) wall galvanized steel tubing, 1/4" stainless steel sheet and 3/8" (6.35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.

**Mallet:** Comprised of 2" (50.8 mm) diameter light gray polyurethane, 1/2" (12.7 mm) diameter aluminum handle and 3/16" (9.50 mm) stainless steel cable with nylon coating.

**Footer:** Weldment comprised of 2.375" (60.32 mm) O.D. RS20 (.095"-.105") (2.41 mm-2.66 mm) wall galvanized steel tubing, and 1/4" (6.35 mm) thick HRPO steel sheet. Finish: ProShield®, color specified.

**Cables:** Comprised of 3/16" (4.74 mm) diameter stainless steel cable with nylon coating.

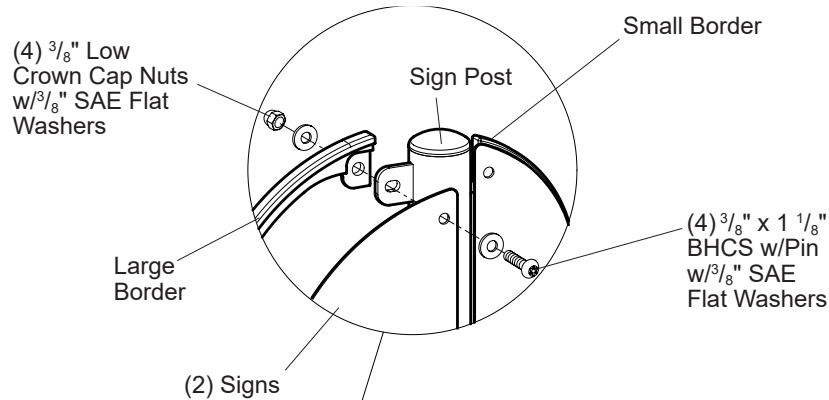
**Installation Time:** Approx. 2 person hours

**Weight:** DB 73 lbs.

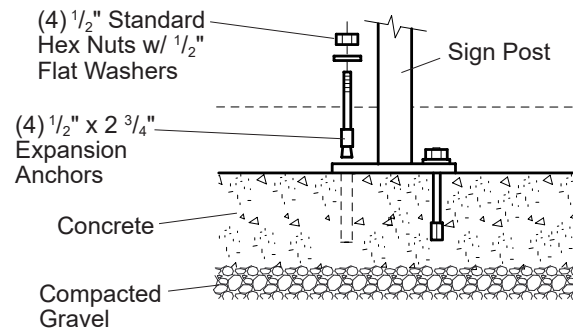
SM 57 lbs.

**Concrete:** 5.24 Cubic Feet DB

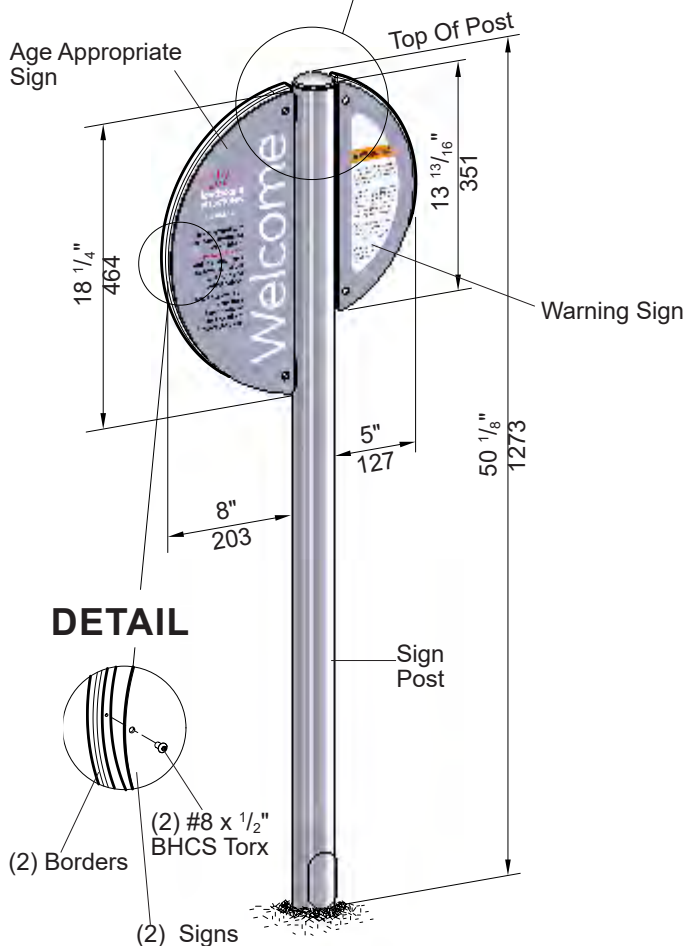
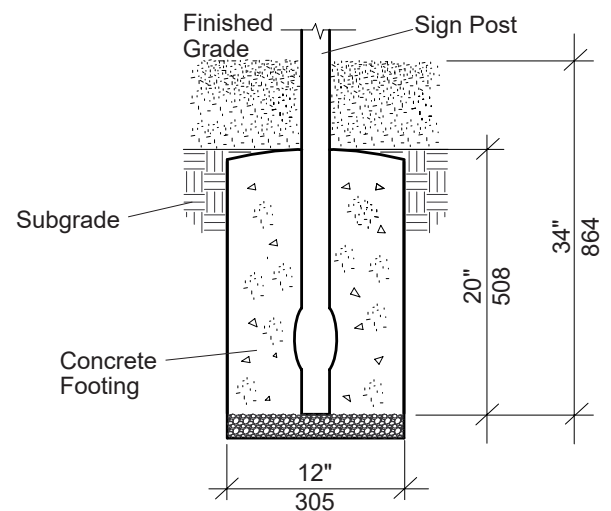
## DETAIL SIGN ATTACHMENT



## DETAIL SURFACE MOUNT



## DETAIL DIRECT BURY FOOTING



**Model 182503 - Landscape Structures Provided Welcome Sign**  
**Model 182504 - Welcome Sign**

## Signs

## Welcome Sign

## Parts List

Part#	Description	Qty.
219911	Warning Sign, Gray .....	1
219912	Age Appropriate Sign, 2-12 Years, Gray .....	*
219913	Age Appropriate Sign, 2-5 Years, Gray .....	*
219914	Age Appropriate Sign, 5-12 Years, Gray .....	*
219915	Age Appropriate Sign, 1 1/2-5 Years, Gray .....	*
219916	Age Appropriate Sign, 1 1/2-12 Years, Gray .....	*
219918	Age Appropriate Sign, 6-23 Months, Gray .....	*
180598	Sign Post (DB), Specify Color .....	*
181119	Sign Post (SM), Specify Color .....	*
193782	Large Border, Black .....	1
193783	Small Border, Black .....	1
<b>213258</b>	<b>Age/Warning Sign Hardware Package</b> .....	1
100198	3/8" x 1 1/8" BHCS w/Pin, SST .....	4
100349	3/8" Low Crown Cap Nut, SST .....	4
100365	3/8" SAE Flat Washer, SST .....	8
168323	#8 x 1/2" BHCS Torx, SST .....	2
169413	1/4-6 Lobe T-15 Tamp. Bit .....	1
<b>121348</b>	<b>4 Hole (SM) Hardware Package</b> .....	1
100266	1/2" x 2 3/4" Expansion Anchor .....	4
100322	1/2" Standard Hex Nut, SST .....	4
100363	1/2" Flat Washer, SST .....	4

DB = Direct Bury

SM = Surface Mount

\* = Quantity Determined By Your Order

## Installation Instructions

### Direct Bury

- 1) Dig footing hole to depth and diameter shown.
- 2) Attach sign panels and borders to post as shown, using  $\frac{3}{8}$ " x  $1\frac{1}{8}$ " BHCS with  $\frac{3}{8}$ " SAE flat washers and  $\frac{3}{8}$ " low crown cap nuts with  $\frac{3}{8}$ " SAE flat washers. Attach signs to borders using #8 x  $\frac{1}{2}$ " BHCS Torx.
- 3) Set sign assembly in footing hole and temporarily brace in plumb position.
- 4) Pour concrete footing. After concrete has cured, remove bracing.

### Surface Mount

- 1) Attach sign panels and borders to post as shown, using  $\frac{3}{8}$ " x  $1\frac{1}{8}$ " BHCS with  $\frac{3}{8}$ " SAE flat washers and  $\frac{3}{8}$ " low crown cap nuts with  $\frac{3}{8}$ " SAE flat washers. Attach signs to borders using #8 x  $\frac{1}{2}$ " BHCS Torx.
- 2) With sign in proper position, using a  $\frac{1}{2}$ " masonry bit and hammer drill, drill 3" deep holes into concrete slab through holes in post plate. Tap  $\frac{1}{2}$ " x  $2\frac{3}{4}$ " expansion anchors into holes and secure using  $\frac{1}{2}$ " standard hex nuts with  $\frac{1}{2}$ " flat washers.

**Sign Panel:** Panel is fabricated from  $\frac{1}{8}$ " (.125")(3,17 mm) aluminum plate. Finish: ProShield®, gray in color. **(Sign)** Digital image is transferred to a  $\frac{1}{8}$ " (.125")(3,17 mm) ProShield coated aluminum plate, then infused into the ProShield.

**Border:** Permalene, black in color.

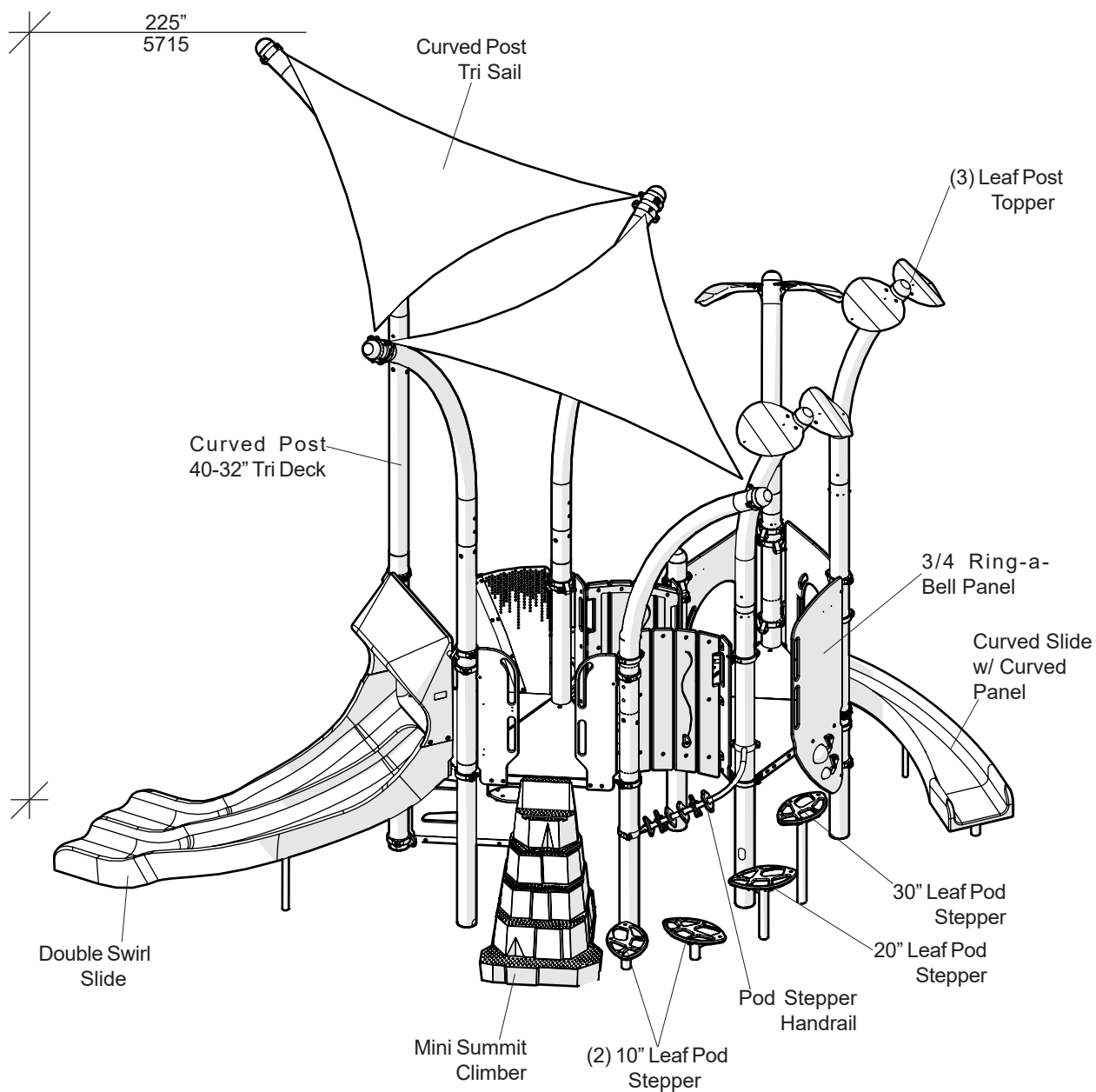
**Post:** Weldment comprised 2.375" (60,33 mm) O.D. RS20 (.095-.105) (2,41 mm-2,67 mm) wall galvanized tube,  $\frac{1}{4}$ " (6,35 mm) HRPO steel sheet and aluminum post cap. Finish: ProShield, color specified.

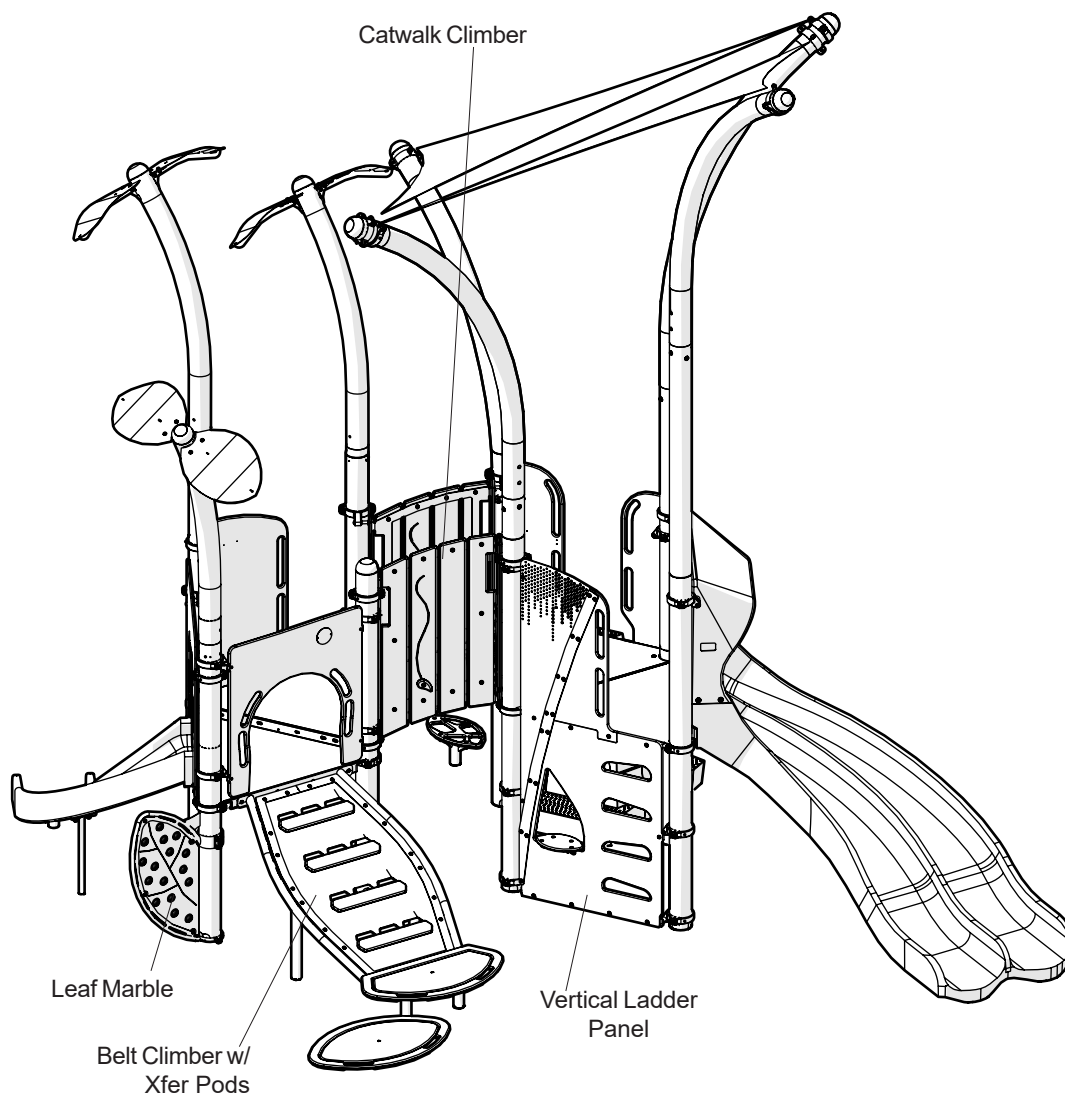
**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**Installation Time:** **(DB)** Approx. 1 man hour  
**(SM)** Approx.  $\frac{1}{2}$  man hour

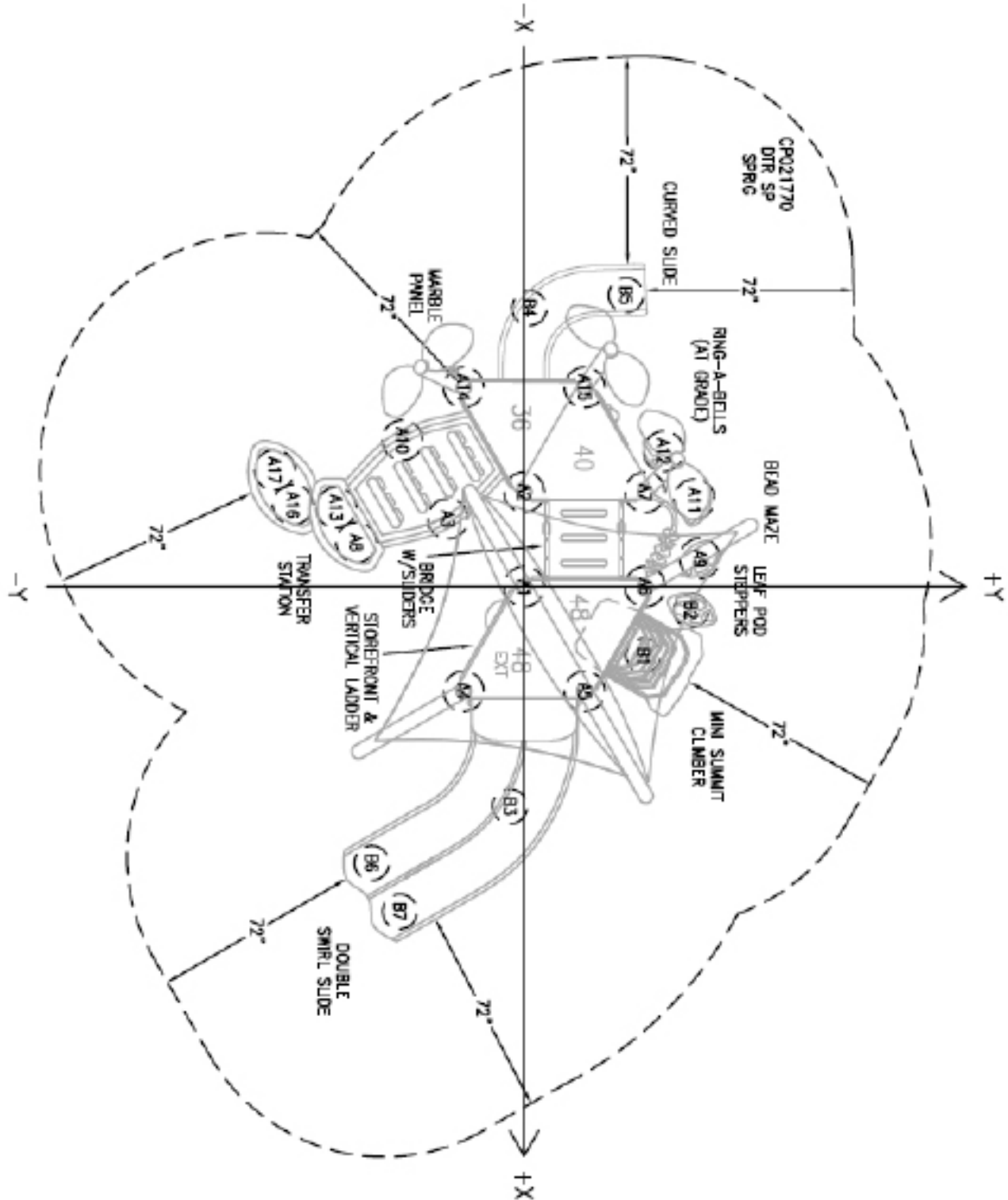
**Concrete Req:** Approx. 1.31 cu. ft.

**Weight:** **(DB)** - 24 lbs.  
**(SM)** - 27 lbs.





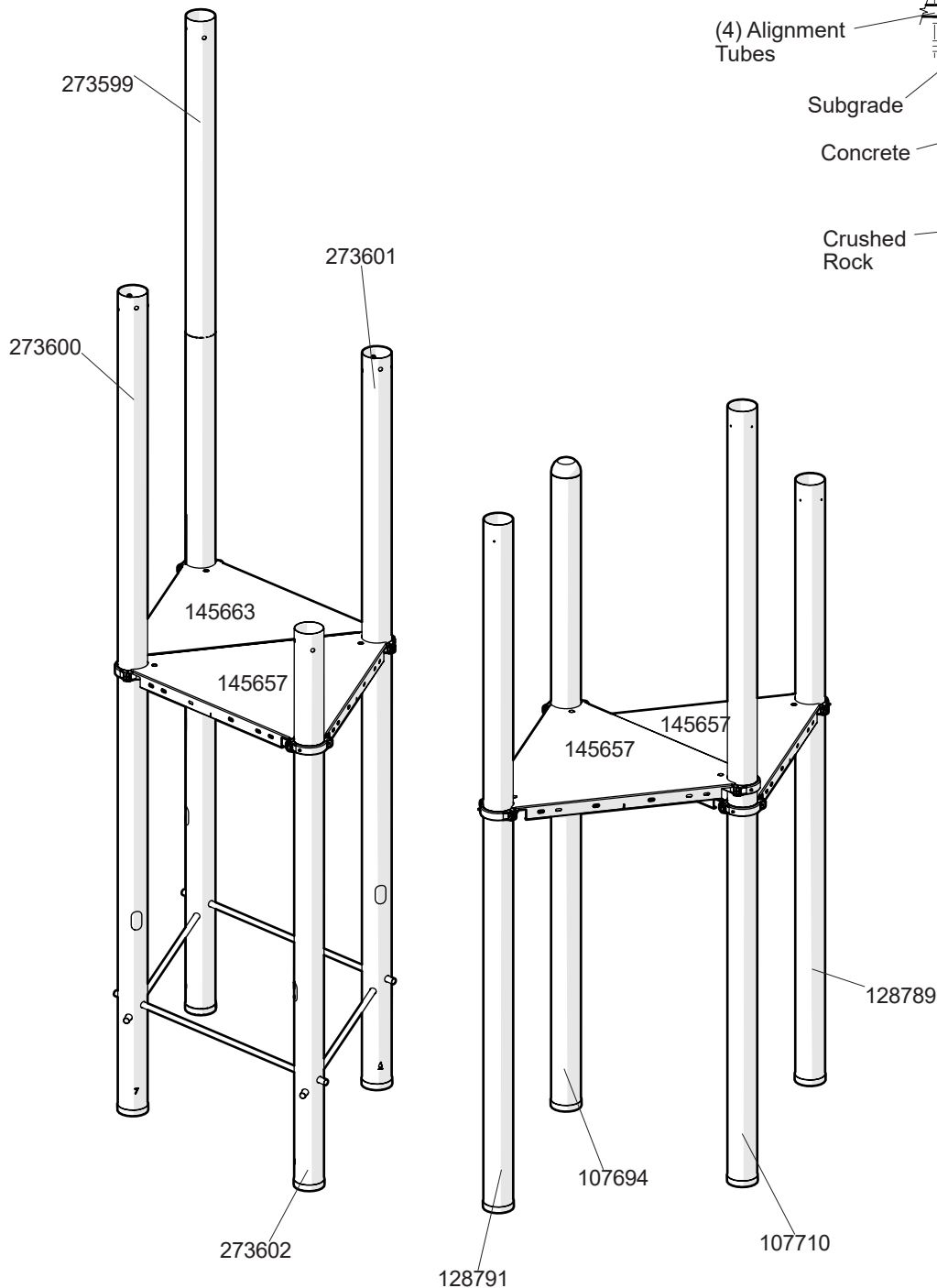
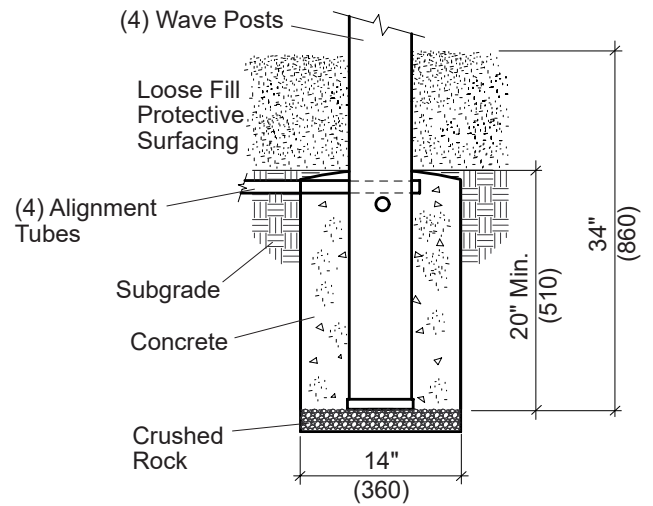
## 2D LAYOUT/PLAN VIEW



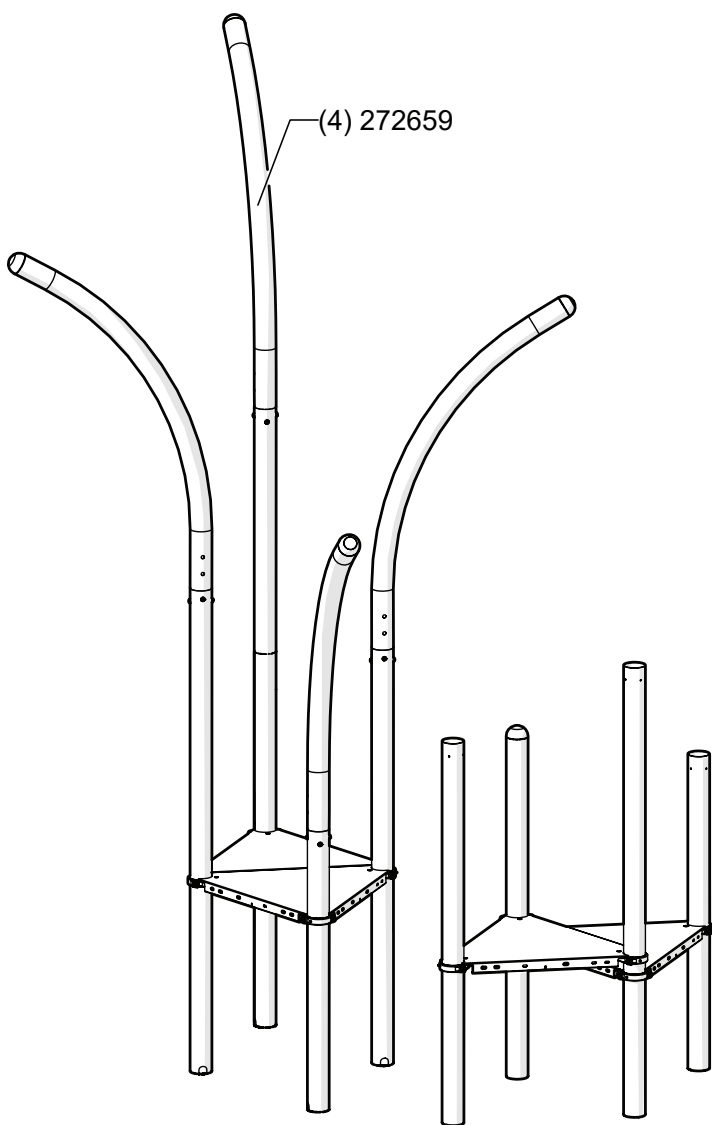
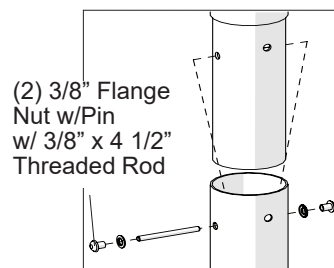


N.	I.D.	X (ft-in)	Y (ft-in)	Dist. to O	DIA (in)
1	A1	0"	0"	0"	14
2	A2	-2'-8 1/2"	0"	2'-8 1/2"	14
3	A3	-1'-11 1/2"	-2'-2 1/2"	2'-11 1/2"	14
4	A4	3'-0 1/2"	-1'-9"	3'-6"	14
5	A5	3'-0 1/2"	1'-9"	3'-6"	14
6	A6	0"	3'-6"	3'-6"	14
7	A7	-2'-8 1/2"	3'-6"	4'-5 1/2"	14
8	A8	-1'-3 1/2"	-4'-10 1/2"	5'	14
9	A9	-9 1/2"	5'-1"	5'-1 1/2"	14
10	A10	-4'-3"	-3'-6 1/2"	5'-6"	14
11	A11	-2'-6 1/2"	4'-11"	5'-6 1/2"	14
12	A12	-3'-11"	4'-0 1/2"	5'-7 1/2"	14
13	A13	-2'-3 1/2"	-5'-5 1/2"	5'-11"	14
14	A14	-5'-9"	-1'-9"	6'	14
15	A15	-5'-9"	1'-9"	6'	14
16	A16	-2'-4 1/2"	-6'-8 1/2"	7'-1"	14
17	A17	-3'-4 1/2"	-7'-2 1/2"	7'-11 1/2"	14
18	B1	2'	3'-5 1/2"	4'	12
19	B2	8 1/2"	4'-10"	4'-10 1/2"	12
20	B3	6'-4 1/2"	-5"	6'-4 1/2"	12
21	B4	-8'-0 1/2"	2"	8'-0 1/2"	12
22	B5	-8'-5"	2'-11 1/2"	8'-11"	12
23	B6	8'	-4'-5"	9'-1 1/2"	12
24	B7	9'-5"	-3'-7"	10'-1"	12

## DETAIL DIRECT BURY

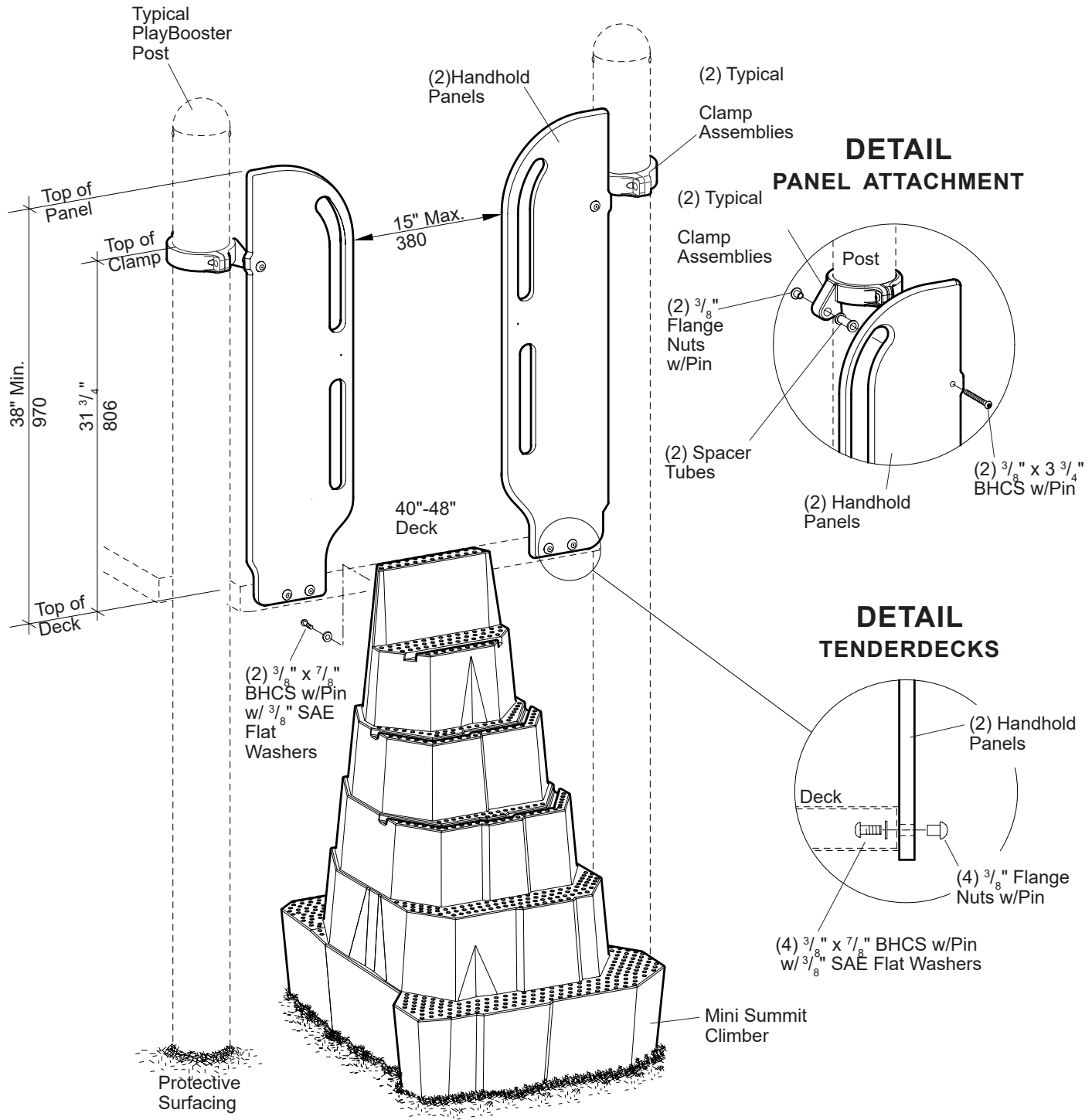


## DETAIL POST EXTENSION ATTACHMENT



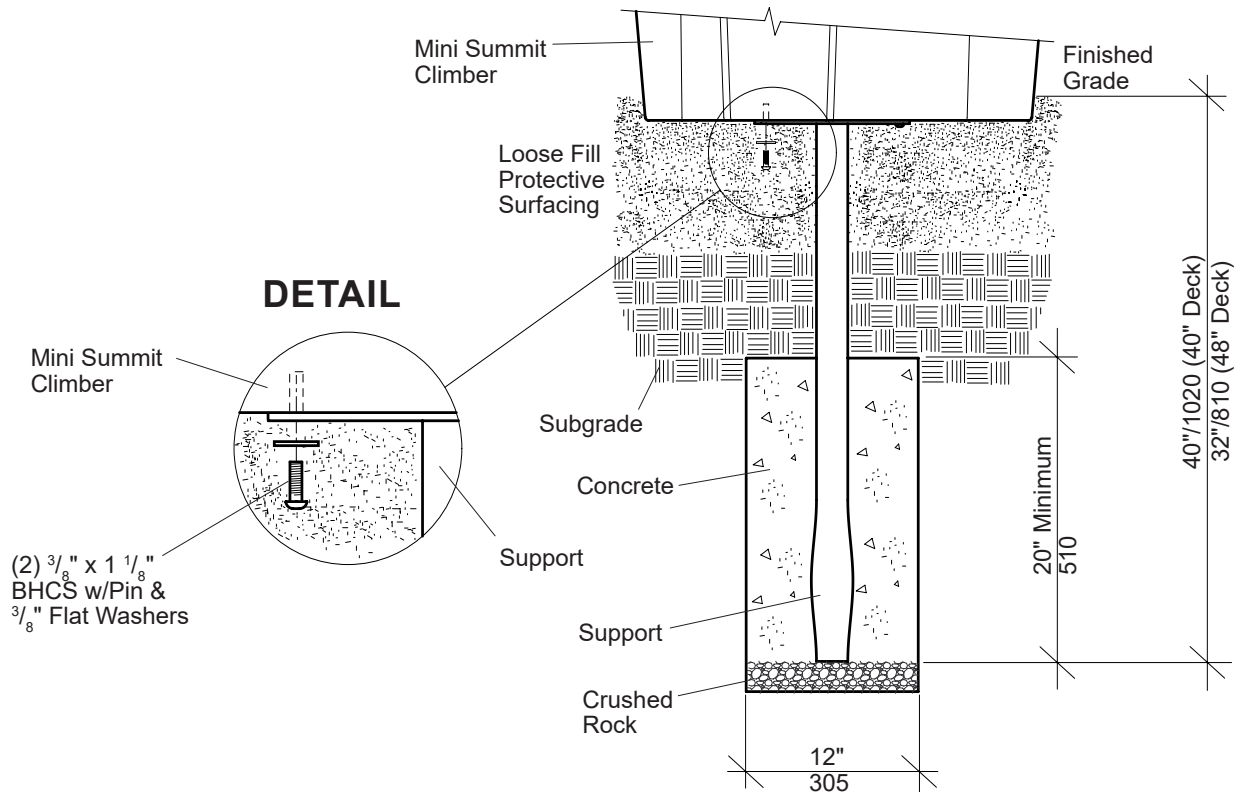
## Parts List

Part#	Description	Qty.
273602	102" Steel Post, 34" DB.....	1
273601	134" Steel Post, 34" DB.....	1
273600	150" Steel Post, 34" DB.....	1
273599	182" Steel Post, 34" DB.....	1
272659	Custom Curved Post Topper .....	4
128791	126" Alum. Post, 34" DB.....	1
145663	Tri Deck.....	1
145657	Tri Deck.....	3
128789	110" Alum. Post, 34" DB.....	1
107710	142" Alum. Post, 34" DB.....	1
107694	116" Alum. Post, 34" DB.....	1
106022	Deck Hanger Clamp, Specify Color .....	10
105327	5" Half Clamp, Specify Color .....	10
100610	1/4" x 5/8" Drive Rivet, AL/SST.....	10
171010	Alignment Tube .....	10
100198	3/8" x 1 1/8" BHCS w/Pin, SST .....	20
100351	3/8" Tee Nut, SST .....	20
100353	3/8" Flange Nut w/Pin, SST .....	12
223098	1/2" ID x 1" OD Master Seal Washer, SST .....	12
148081	3/8" x 4 1/2" Threaded Rod, SST .....	12
100321	3/4" Standard Hex Nut, SST .....	10
100362	3/8" Flat Washer, SST .....	10



**NOTE: Summit Climber cannot be installed over a concrete slab a 40" deck.**

## DETAIL DIRECT BURY



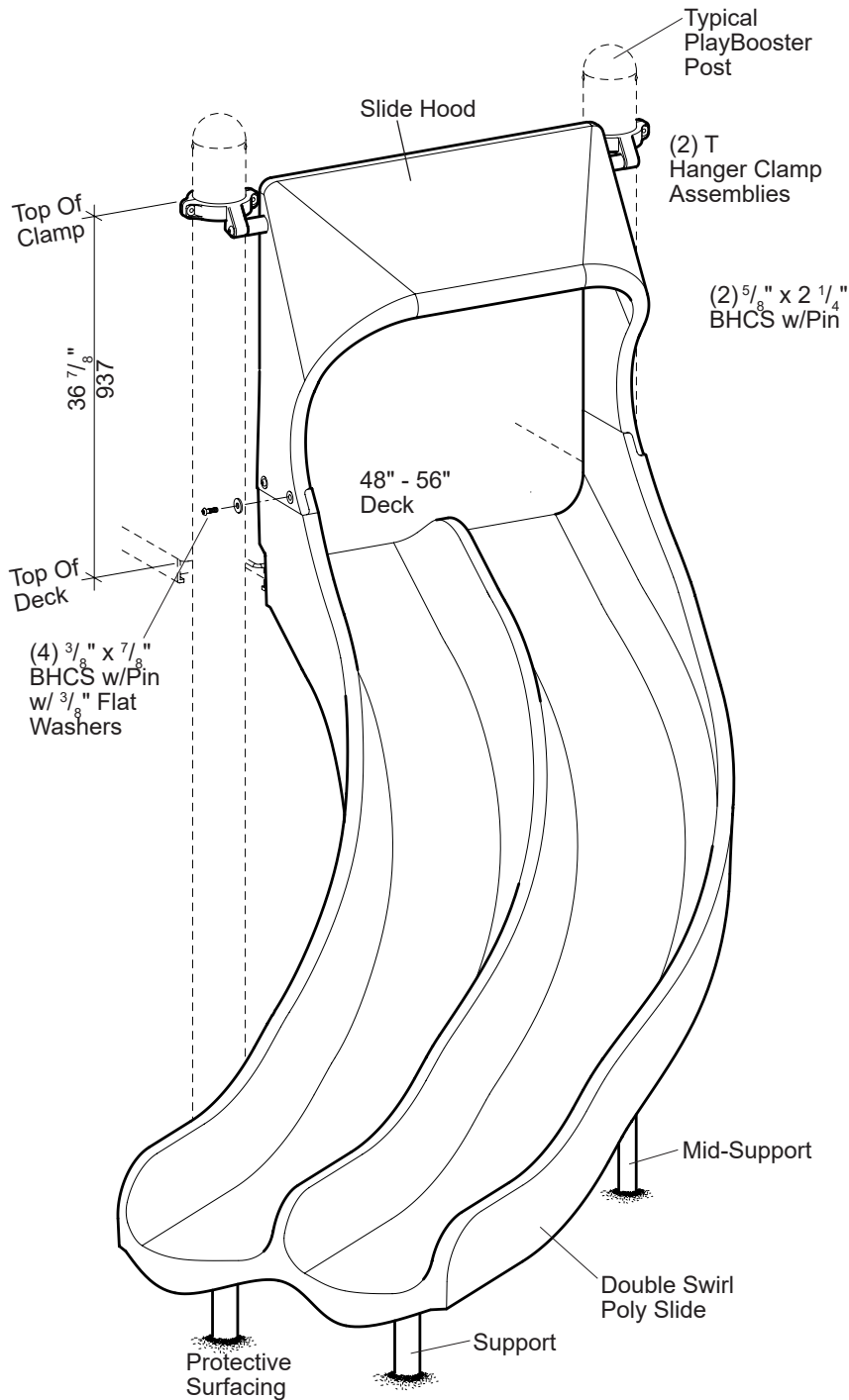


## Parts List

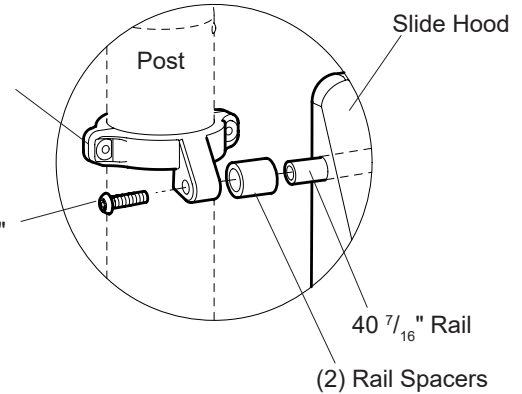
Part#	Description	Qty.
152553	Mini Summit Climber, Specify Color .....	1
139563	Handhold Panel, Specify Color .....	2
105327	5" Half Clamp, Specify Color .....	2
113729	Offset Hanger Clamp, Specify Color .....	2
100610	$\frac{1}{4}$ " x $\frac{3}{8}$ " Drive Rivet, AL/SST .....	2
113468	Spacer Tube, Specify Color .....	2
153191	Support, DB, Specify Color .....	1
153239	Support, SM, Specify Color .....	1
<b>Summit Climber PO Hardware Package</b> .....		
100196	$\frac{3}{8}$ " x $\frac{7}{8}$ " BHCS w/Pin, SST .....	6
100198	$\frac{3}{8}$ " x $1\frac{1}{8}$ " BHCS w/Pin, SST .....	4
100351	$\frac{3}{8}$ " Tee Nut, SST .....	4
100353	$\frac{3}{8}$ " Flange Nut w/Pin, SST .....	6
100365	$\frac{3}{8}$ " SAE Flat Washer, SST .....	6
124460	$\frac{3}{8}$ " x $3\frac{3}{4}$ " BHCS w/Pin, SST .....	2
<b>Support Hardware Package</b> .....		
100198	$\frac{3}{8}$ " x $1\frac{1}{8}$ " BHCS w/Pin, SST .....	2
100362	$\frac{3}{8}$ " Flat Washer, SST .....	2

## Installation Instructions

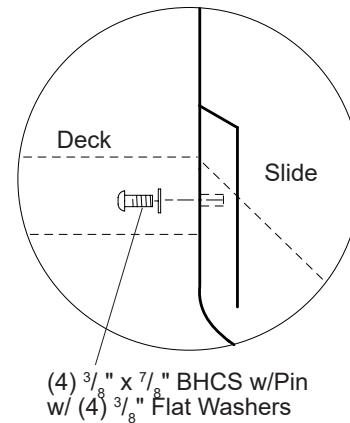
- 1) **(Direct Bury)** Dig footing as shown. Refer to the Plan View & Direct Bury Details.
- 2) Attach offset hanger clamps to posts at height shown using 5" half clamps,  $\frac{3}{8}$ " x  $1\frac{1}{8}$ " BHCS w/pin and  $\frac{3}{8}$ " tee nuts. Refer to the Typical Offset Hanger Clamp Spec Sheet.
- 3) Attach handhold panels to the face of the deck using  $\frac{3}{8}$ " x  $\frac{7}{8}$ " BHCS w/pin with  $\frac{3}{8}$ " SAE flat washers and  $\frac{3}{8}$ " flange nuts w/pin. Refer to the Tenderdeck Detail.
- 4) Attach handhold panels to the offset hanger clamp assemblies using  $\frac{3}{8}$ " x  $3\frac{3}{4}$ " BHCS w/pin, spacer tubes and  $\frac{3}{8}$ " flange nuts w/pin. Refer to the Panel Attachment Detail.
- 5) Attach support to Mini Summit Climber using  $\frac{3}{8}$ " x  $1\frac{1}{8}$ " BHCS w/pin with  $\frac{3}{8}$ " flat washers, as shown. Refer to the Direct Bury Detail.
- 6) Attach Mini Summit Climber or to the face of the deck using  $\frac{3}{8}$ " x  $\frac{7}{8}$ " BHCS w/pin with  $\frac{3}{8}$ " SAE flat washers, as shown.
- 7) **(Direct Bury)** With summit climber plumb and level, pour concrete footing. Allow concrete footing to cure a minimum of 72 hours before users are allowed to play on the structure.
- 8) Install protective surfacing before users are allowed to play on the structure.



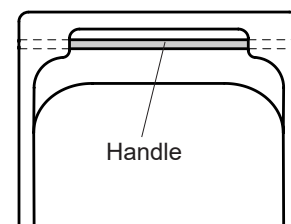
## DETAIL SLIDE HOOD ASSEMBLY



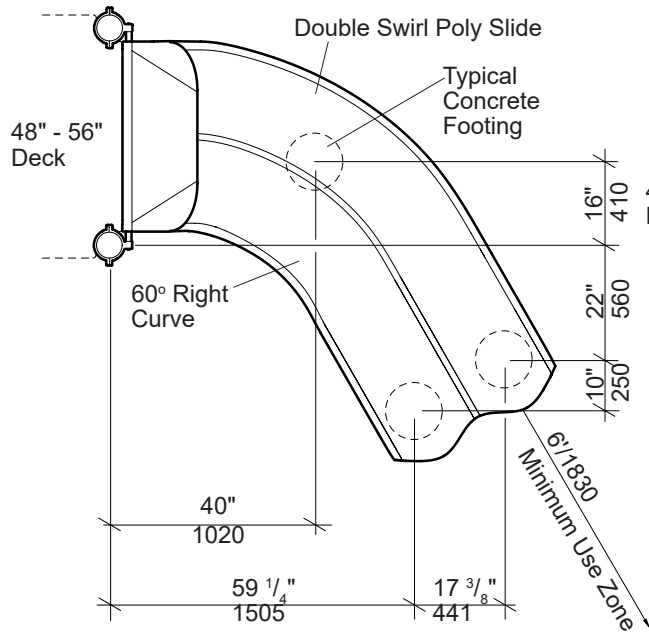
## DETAIL DECK CONNECTION



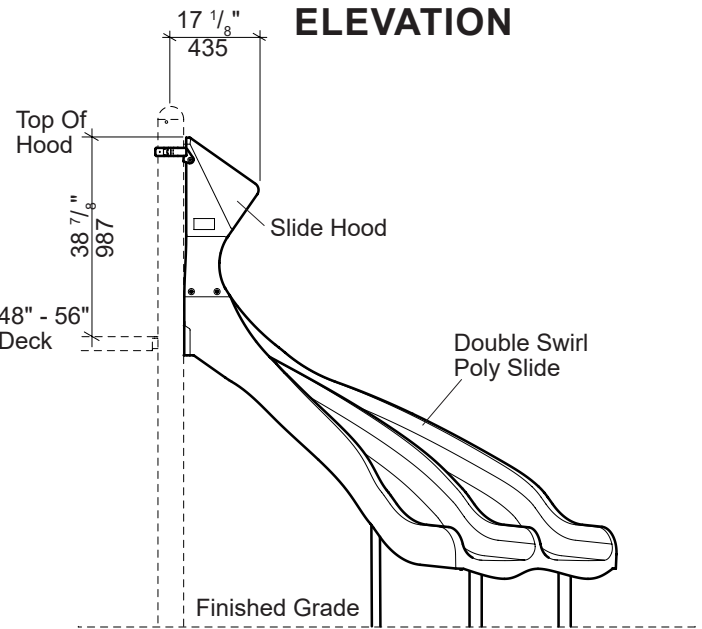
## SLIDE HOOD - HANDLE DETAIL



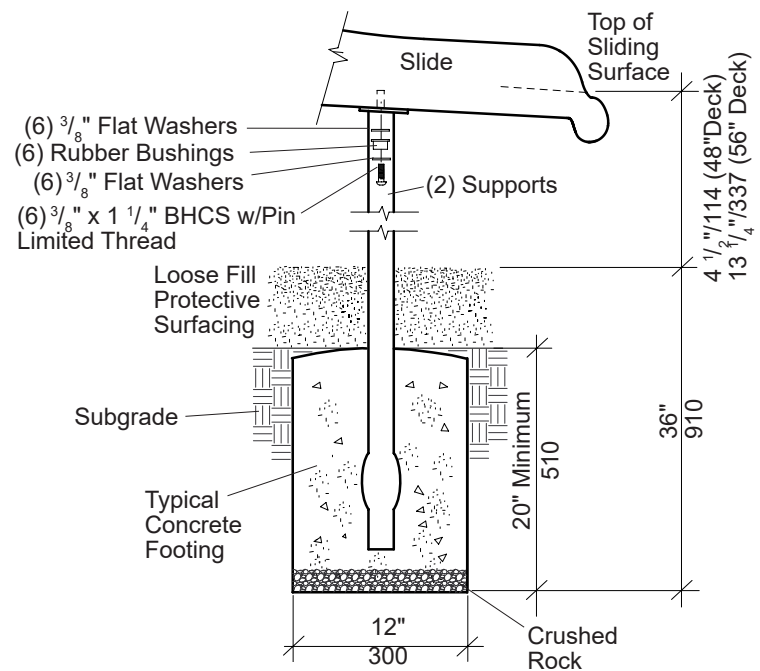
## PLAN VIEW/FOOTING LAYOUT



## ELEVATION



## DETAIL SUPPORT ATTACHMENT



## Parts List

Part#	Description	Qty.
127404	Double Swirl Slide, Specify Color.....	1
128777	Slide Hood, Specify Color.....	1
100583	40 <sup>7</sup> / <sub>16</sub> " Aluminum Rail, Specify Color.....	1
105327	5" Half Clamp, Specify Color.....	2
113729	Offset Hanger Clamp, Specify Color.....	2
132443	Rail Spacer, Specify Color.....	2
100610	<sup>1</sup> / <sub>4</sub> " x <sup>5</sup> / <sub>8</sub> " Drive Rivet AL/SST.....	2
150941	Support (DB), Specify Color.....	2
128517	Mid-Support (DB), Specify Color.....	1
151028	Support 48" Deck (SM), Specify Color.....	2
210562	Support 56" Deck (SM), Specify Color.....	2
128518	Mid-Support 48" Deck (SM), Specify Color.....	1
128519	Mid-Support 56" Deck (SM), Specify Color.....	1
<b>273383</b>	<b>Double Swirl Slide Hardware Package</b> .....	1
100196	<sup>3</sup> / <sub>8</sub> " x <sup>7</sup> / <sub>8</sub> " BHCS w/Pin, SST.....	8
100203	<sup>5</sup> / <sub>8</sub> " x 2 <sup>1</sup> / <sub>4</sub> " BHCS w/Pin, SST.....	2
100292	<sup>3</sup> / <sub>8</sub> " x 1 <sup>1</sup> / <sub>4</sub> " BHCS w/Pin Ltd. Thread Bolt, SST.....	6
100351	<sup>3</sup> / <sub>8</sub> " Tee Nut, SST.....	4
100362	<sup>3</sup> / <sub>8</sub> " Flat Washer, SST.....	20
111442	Rubber Bushing.....	6
100198	<sup>3</sup> / <sub>8</sub> " x 1 <sup>1</sup> / <sub>8</sub> " BHCS w/Pin, SST.....	4
<b>111392</b>	<b>2-Hole (SM) Hardware Package</b> .....	1
100266	<sup>1</sup> / <sub>2</sub> " x 2 <sup>3</sup> / <sub>4</sub> " Expansion Anchor.....	2
100322	<sup>1</sup> / <sub>2</sub> " Standard Hex Nut, SST.....	2
100363	<sup>1</sup> / <sub>2</sub> " Flat Washer, SST.....	2
<b>121348</b>	<b>4 Hole (SM) Hardware Package</b> .....	1
100266	<sup>1</sup> / <sub>2</sub> " x 2 <sup>3</sup> / <sub>4</sub> " Expansion Anchor.....	4
100322	<sup>1</sup> / <sub>2</sub> " Standard Hex Nut, SST.....	4
100363	<sup>1</sup> / <sub>2</sub> " Flat Washer, SST.....	4

DB=Direct Bury

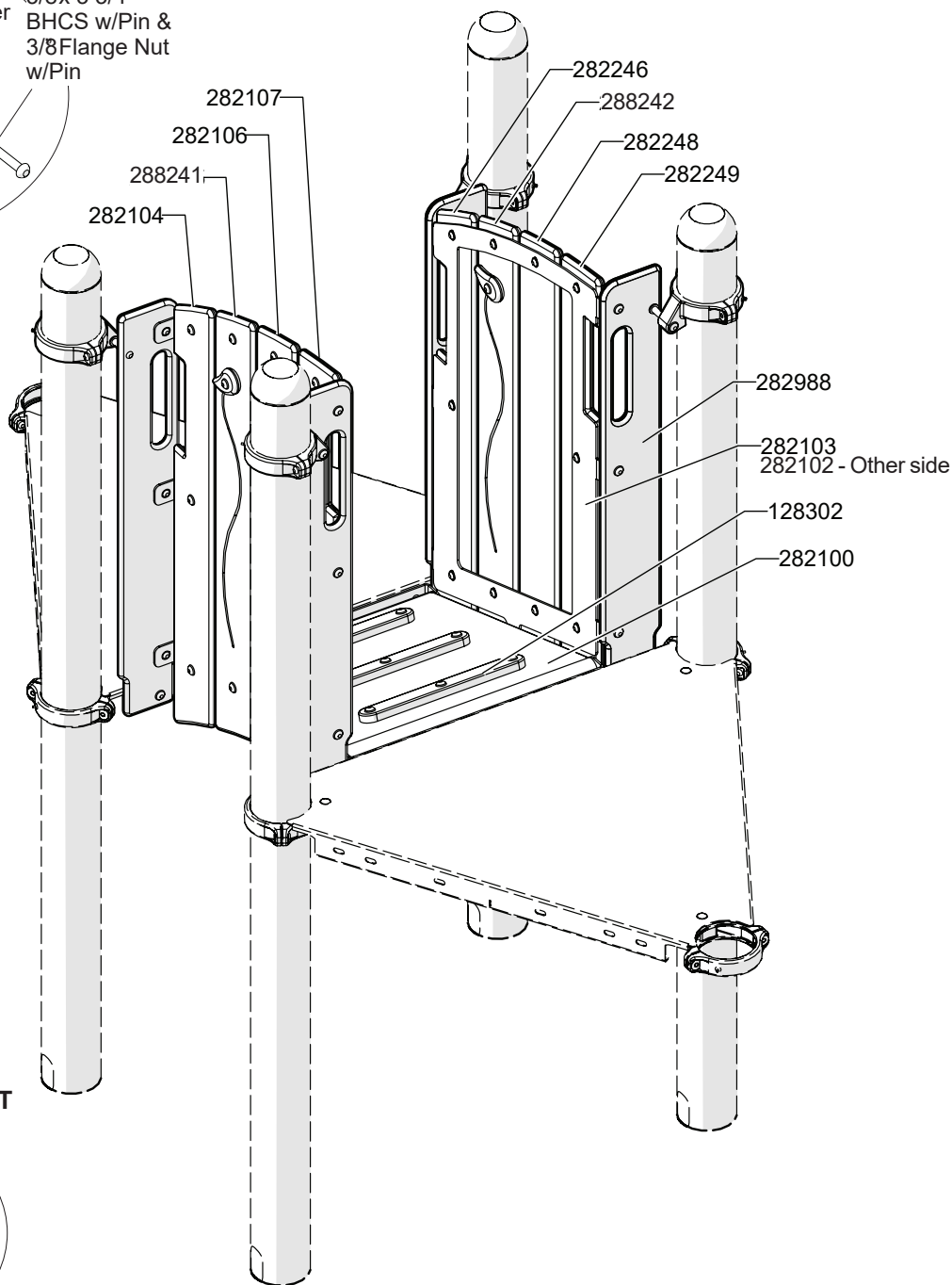
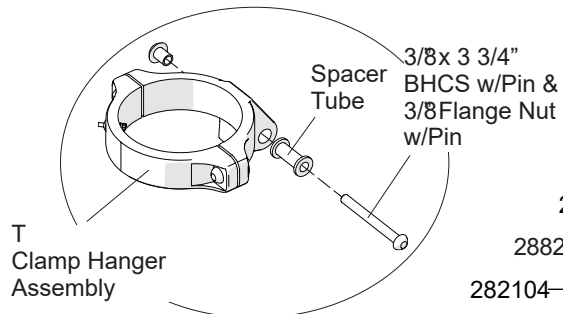
SM=Surface Mount

## Installation Instructions

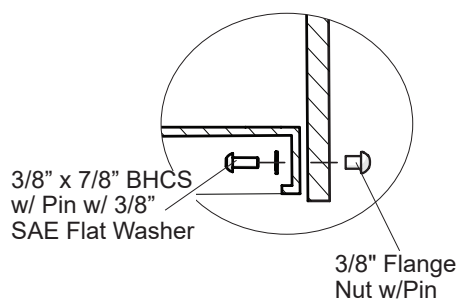
### Direct Bury

- 1) Dig footings spaced as shown.
- 2) Attach the supports to the slide using <sup>3</sup>/<sub>8</sub>" x 1 <sup>1</sup>/<sub>4</sub>" BHCS w/Pin limited thread bolts, <sup>3</sup>/<sub>8</sub>" flat washers, rubber bushings and <sup>3</sup>/<sub>8</sub>" flat washers. Refer to the Support Attachment Detail. **NOTE:** Attach bolts in the center of the slots to allow for expansion and contraction. Snug bolts down only, do not overtighten!
- 3) Attach the slide to the face of the deck using <sup>3</sup>/<sub>8</sub>" x <sup>7</sup>/<sub>8</sub>" BHCS w/Pin with <sup>3</sup>/<sub>8</sub>" flat washers. Refer to the Deck Connection Detail.
- 4) Attach the slide hood to the slide using <sup>3</sup>/<sub>8</sub>" x <sup>7</sup>/<sub>8</sub>" BHCS w/Pin with <sup>3</sup>/<sub>8</sub>" flat washers.
- 5) Insert 40 <sup>7</sup>/<sub>16</sub>" rail through top of hood, place rail spacers over each end of the 40 <sup>7</sup>/<sub>16</sub>" rail and attach to posts at height shown using offset hanger clamp assemblies. Refer to the Typical Offset Hanger Clamp Spec Sheet.
- 6) Prop the end of the slide according to the proper deck height. With supports plumb pour concrete footings. Allow concrete footings to cure for a minimum of 72 hours before users are allowed to play on the structure.
- 7) Install protective surfacing before users are allowed to play on the structure.

**DETAIL  
CLAMP ATTACHMENT**



**DETAIL  
DECK ATTACHMENT**



3/8" x 1 1/8" BHCS w/Pin w/  
3/8" SAE Flat Washer &  
3/8" Standard Hex Nut w/  
3/8" SAE Flat Washer

3/8" Flange  
Nut w/Pin

**282103 & 282102  
Frame Attachment**

3/8" x 7/8"  
BHCS w/ Pin  
w/ 3/8" SAE  
Flat Washer

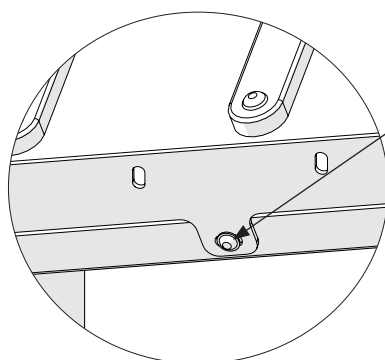
3/8" x 1 1/8" BHCS w/  
Pin w/ 3/8" SAE Flat  
Washer

3/8" Standard Hex  
Nut w/ 3/8" SAE Flat  
Washer

3/8" x 7/8"  
BHCS w/ Pin

3/8" Standard Hex  
Nut w/ 3/8" SAE Flat  
Washer

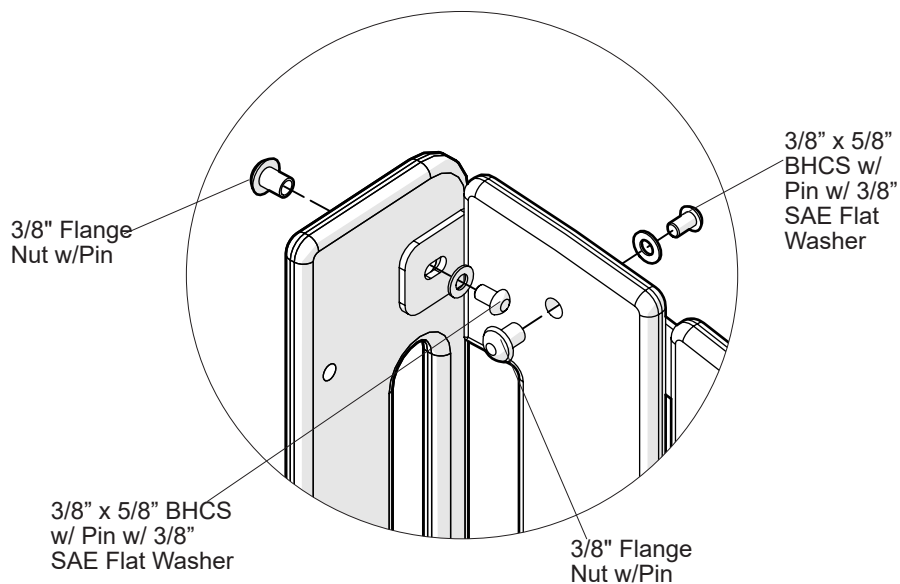
282986

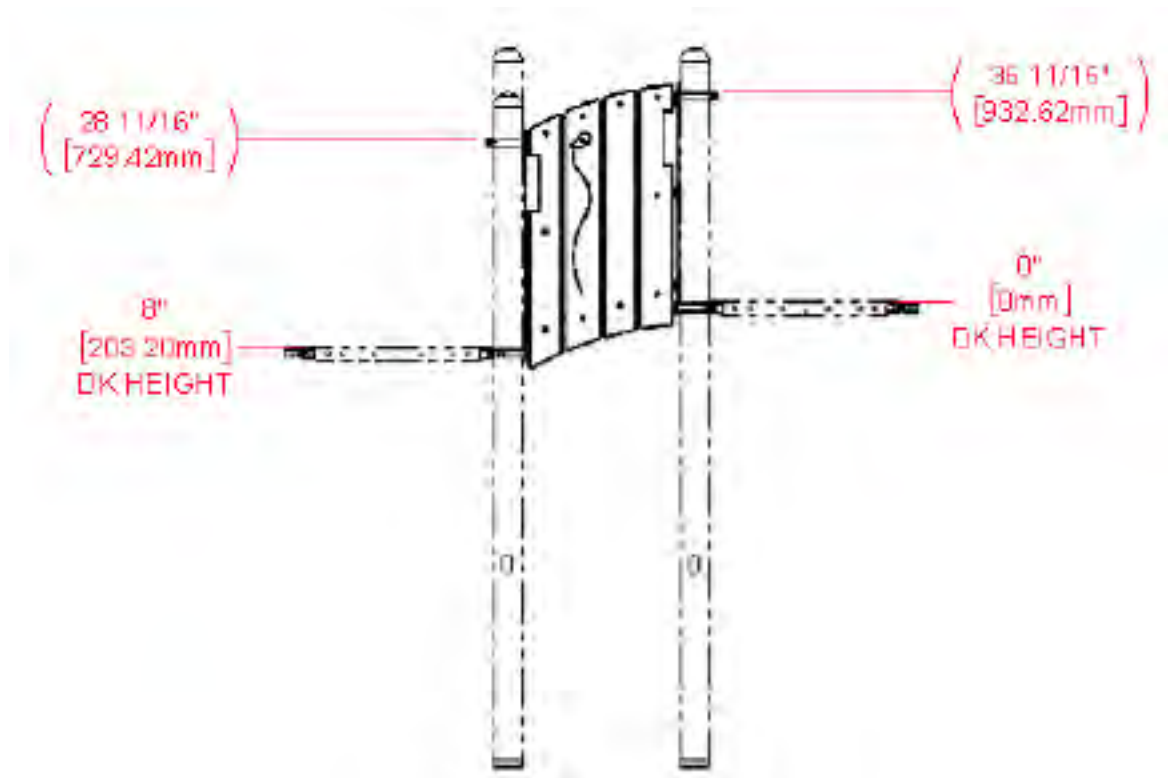


**282103 & 282102  
Frame Attachment**



**DETAIL  
PLANK ATTACHMENT**





## Parts List

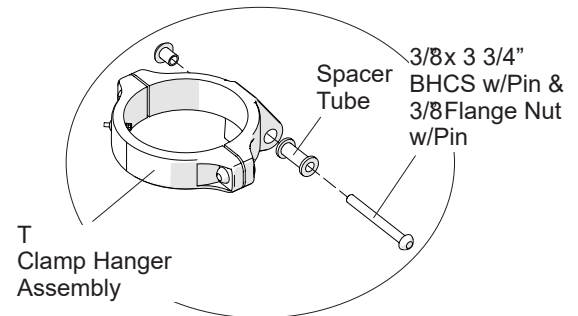
PART NUMBER	DESCRIPTION	QTY.
282988	CUST CATWALK PNL PERM	6
282986	CUST CATWALK BRKT PNT	2
282249	CUST CATWALK PLANK H PERM	1
282248	CUST CATWALK PLANK G PERM	1
282247	CUST CATWALK PLANK F PERM	1
282246	CUST CATWALK PLANK E PERM	1
282108	CUST LEAF SLDER PERM	4
282107	CUST CATWALK PLANK D PERM	1
282106	CUST CATWALK PLANK C PERM	1
282105	CUST CATWALK PLANK B PERM	1
282104	CUST CATWALK PLANK A PERM	1
282103	CUST CATWALK FRM B PNT	1
282102	CUST CATWALK FRM PNT	1
282101	CUST PLNK CATWALK PVC	1

128302	FOOTHOLD CATWALK	3
124460	BHCS 6LP 3/8x3-3/4i SST	4
123115	THD ROD 3/8-16 X 2-1/16i	2
113729	CLAMP OFFSET 5 RAIL HGR	4
113468	TUBE 7/8OD X 1-11/16 PNT	4
105327	CLMP HALF 5 AL	4
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	4
100365	WASHER FLAT SAE 3/8i SST	65
100353	FLG NUT 6LP 3/8-16 SST	53
100351	MOD T-NUT 3/8-16 SST	8
100327	HEX NUT STD 3/8-16 SST	14
100198	BHCS 6LP 3/8x1-1/8i SST	14
100196	BHCS 6LP 3/8x7/8i SST	21
100195	BHCS 6LP 3/8x5/8i SST	32

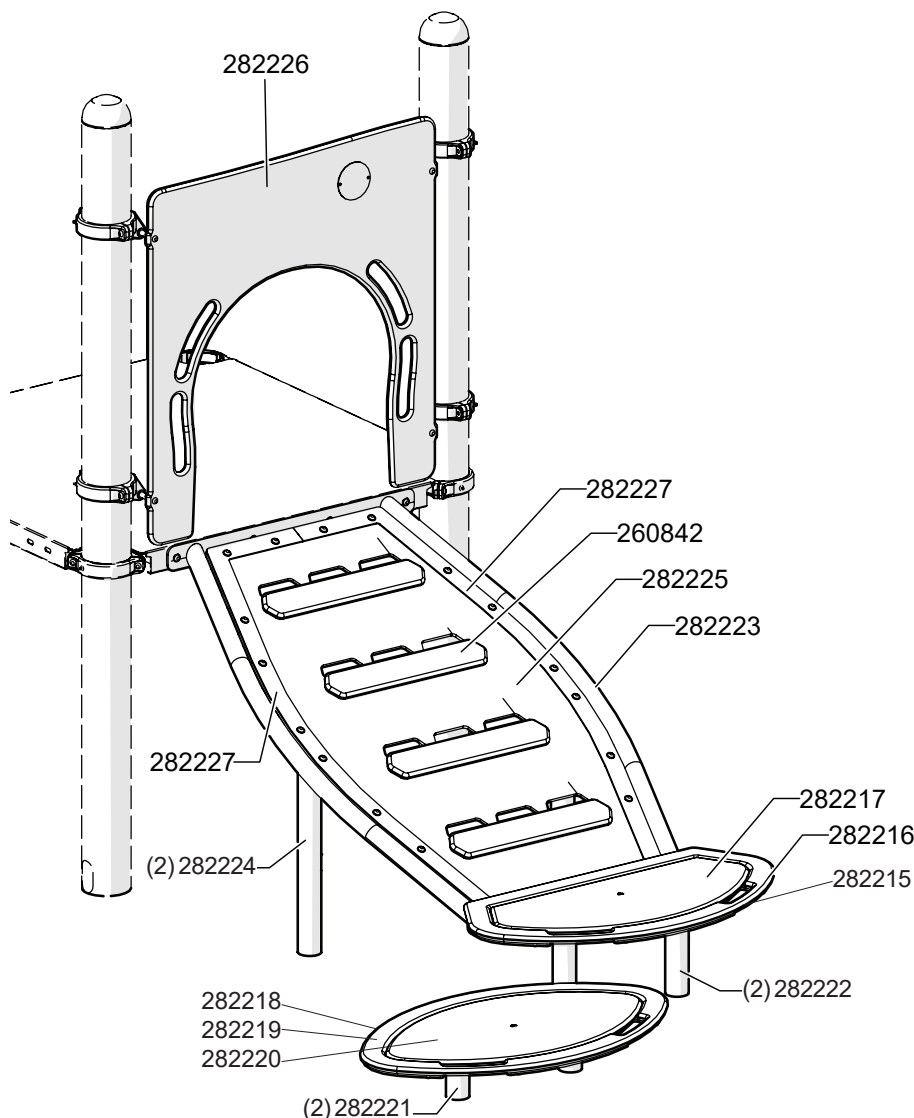
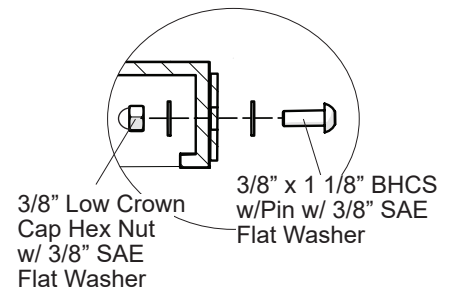
## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference.
- 2) Install protective surfacing before users are allowed to play on the structure.

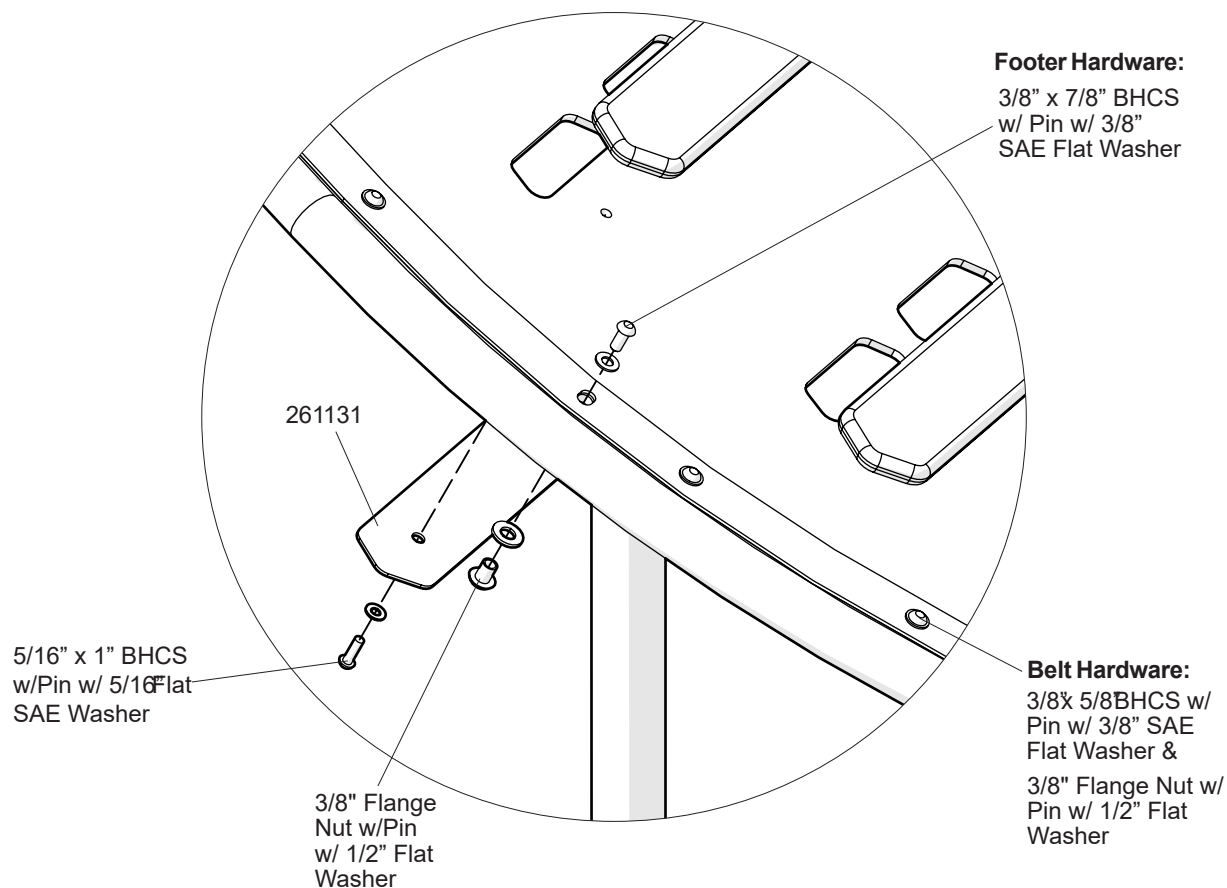
## DETAIL CLAMP ATTACHMENT



## DETAIL DECK ATTACHMENT

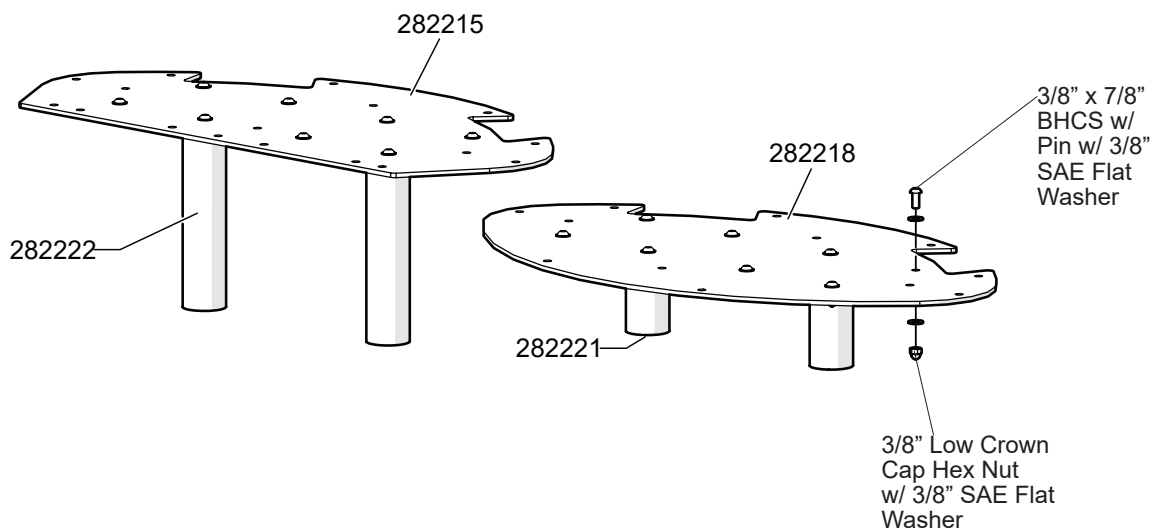


## DETAIL RAMP ATTACHMENT

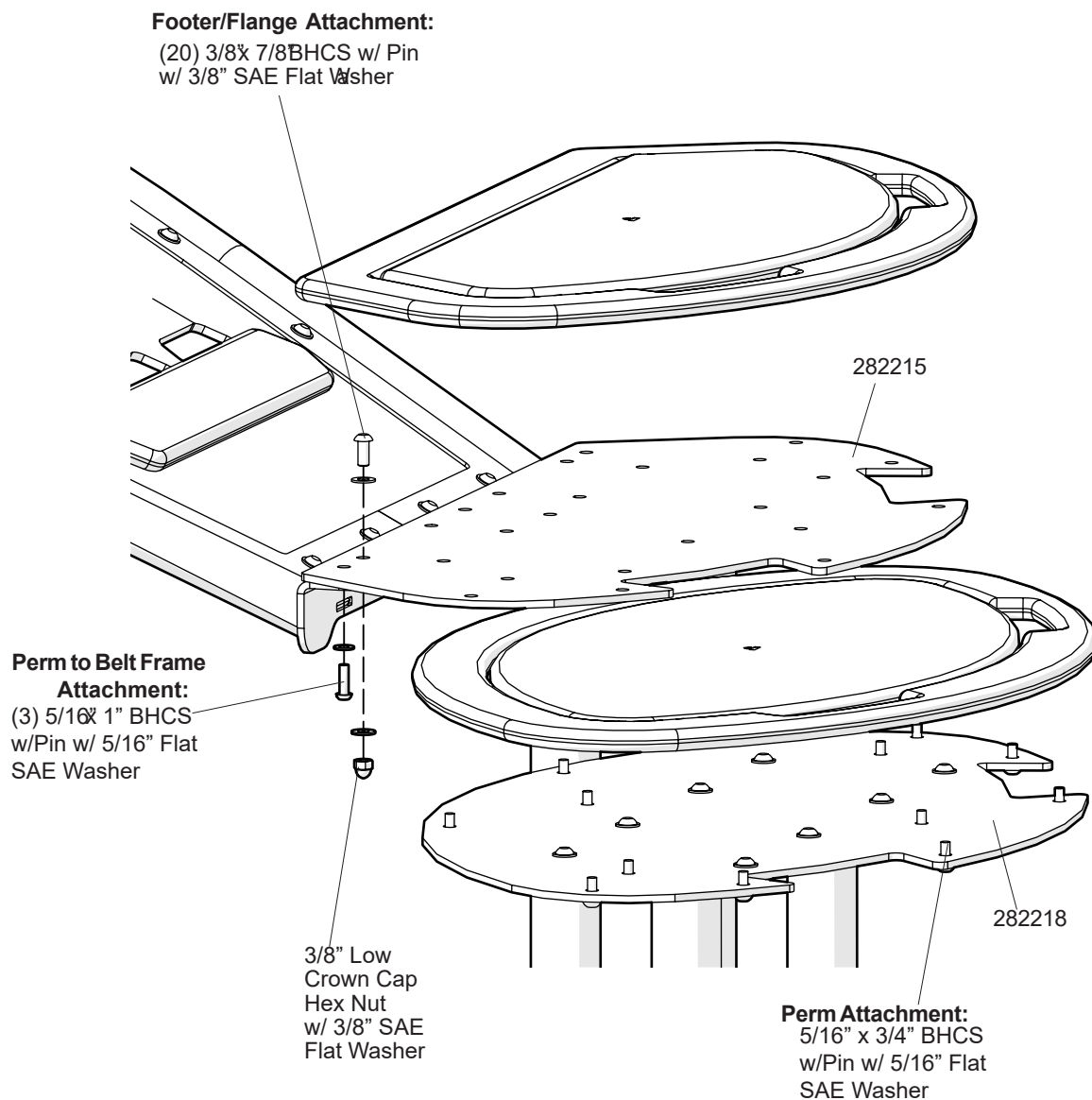


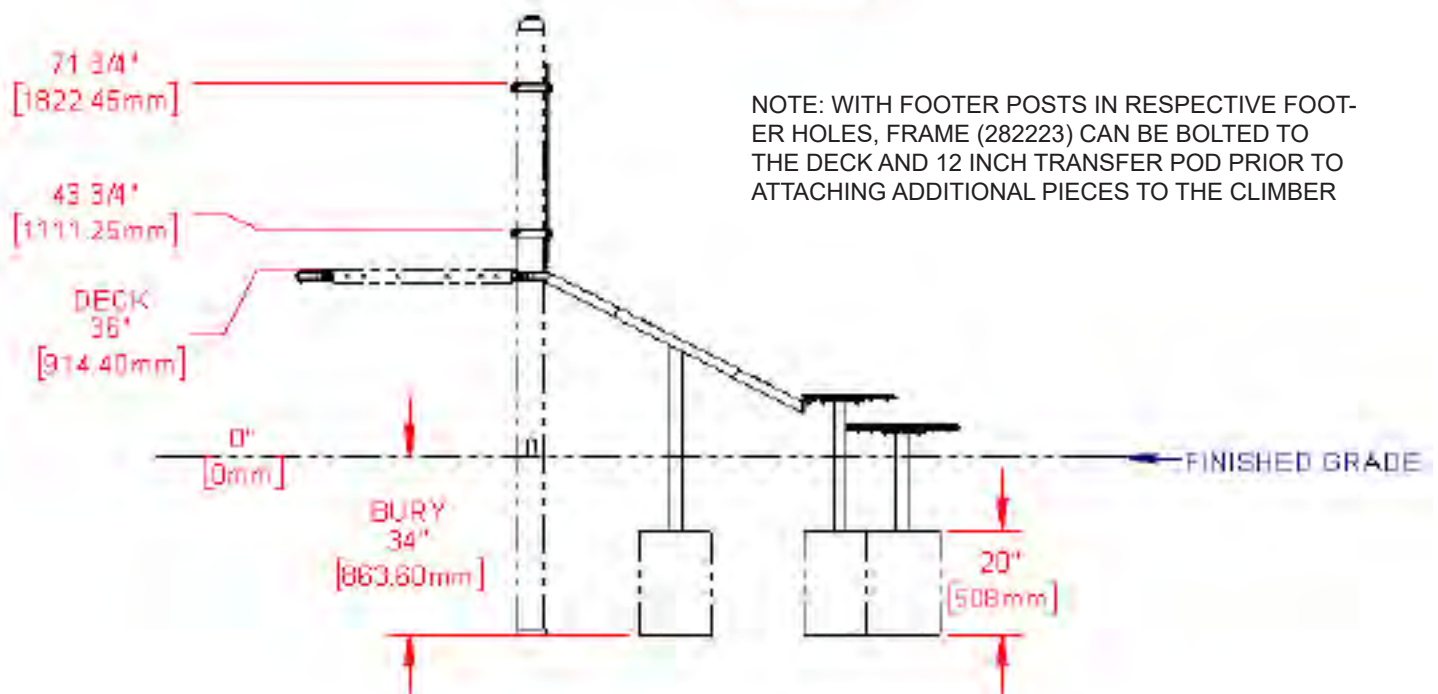
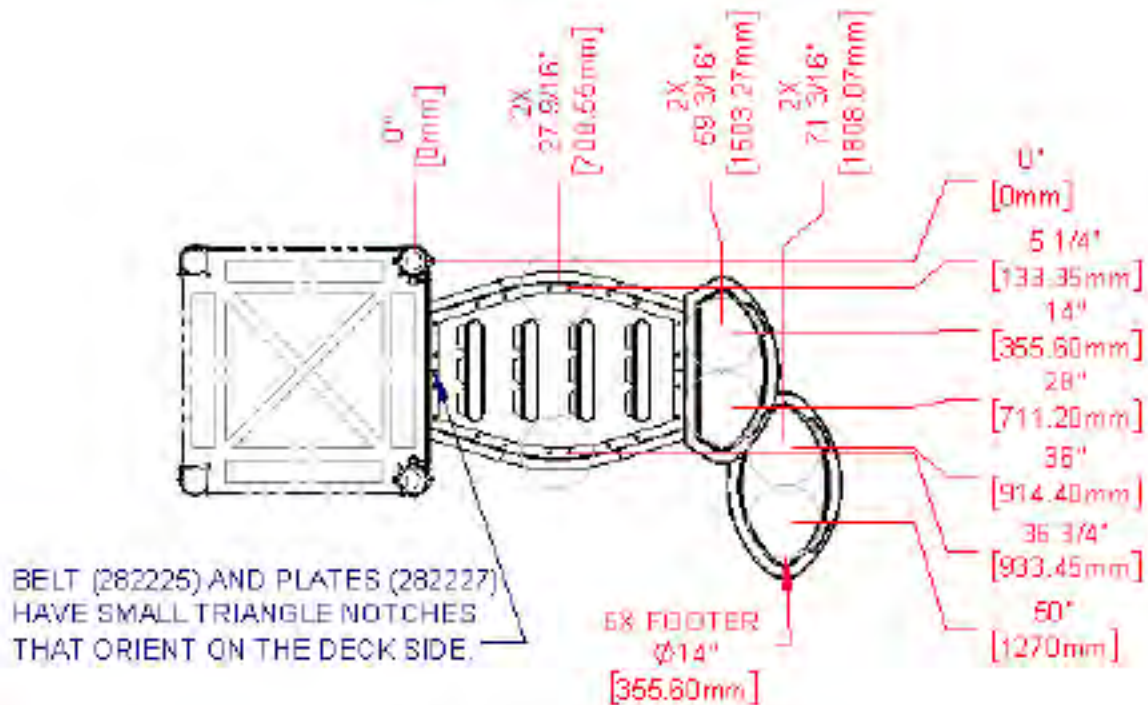
**SAFETY NOTE**

Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)









NOTE: WITH FOOTER POSTS IN RESPECTIVE FOOTER HOLES, FRAME (282223) CAN BE BOLTED TO THE DECK AND 12 INCH TRANSFER POD PRIOR TO ATTACHING ADDITIONAL PIECES TO THE CLIMBER

## Parts List

PART NUMBER	DESCRIPTION	QTY.
282227	CUST FRAMED BELT CLMR TOP PLT PNT	2
282226	CUST FULL HHOLD PNL PERM	1
282225	CUST FRAMED BELT CLMR BELT	1
282224	CUST FRAMED BELT CLMR SPRT PNT	2
282223	CUST FRAMED BELT CLMR FRAME PNT	1
282222	CUST 12i OVHD PLATFORM FTR PNT	2
282221	CUST 6i OVHD PLATFORM FTR PNT	2
282220	CUST 36i X 22i OVAL PLATFORM GRIPX PERM	1
282219	CUST 36i X 22i OVAL PLATFORM PERM	1
282218	CUST 36i X 22i OVAL BACKER PNT	1
282217	CUST 36i X 20i XFER PLATFORM GRIPX PERM	1
282216	CUST 36i X 20i XFER PLATFORM PERM	1
282215	CUST 36i X 20i XFER BACKER PNT	1

264971	BHCS 6LP 5/16i -18 X 1i SST W/PATCH (for threaded inserts)	15
261131	HEDRA ROPE-BELT CLIMBER BELT CLAMP 1	4
260842	HEDRA RAMP STEP GRIPX	4
223956	WASHER FLAT SAE 5/16i SST	37
223807	BHCS 6LP 5/16i -18 X 3/4i SST W/PATCH (for threaded inserts)	22
124460	BHCS 6LP 3/8x3-3/4i SST	4
113729	CLAMP OFFSET 5 RAIL HGR	4
113550	1/2i WASHER	20
113468	TUBE 7/8OD X 1-11/16 PNT	4
105327	CLMP HALF 5 AL	4
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	4
100365	WASHER FLAT SAE 3/8i SST	64
100362	WASHER FLAT 3/8i SST	4
100353	FLG NUT 6LP 3/8-16 SST	24
100351	MOD T-NUT 3/8-16 SST	8
100349	3/8 HEX NUT L/C CAP	24
100198	BHCS 6LP 3/8x1-1/8i SST	12
100196	BHCS 6LP 3/8x7/8i SST	24
100195	BHCS 6LP 3/8x5/8i SST	16

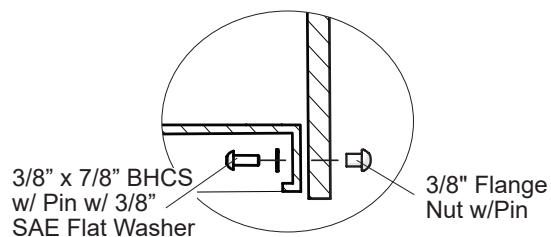
## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference.

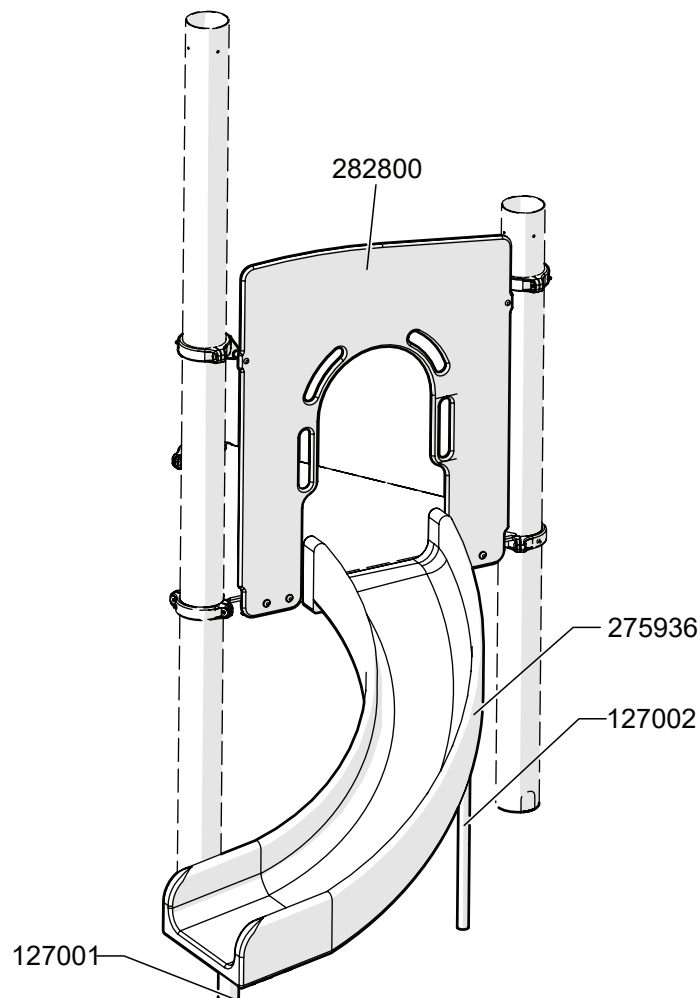
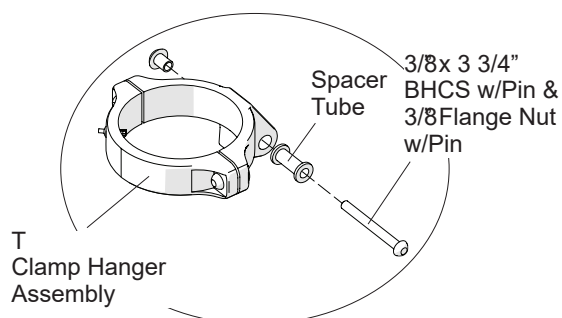
**Direct Bury** - With structure square, plumb and level, pour concrete footings. Allow concrete to cure a minimum of 72 hours before users are allowed to play on the structure.

- 2) Install protective surfacing before users are allowed to play on the structure.

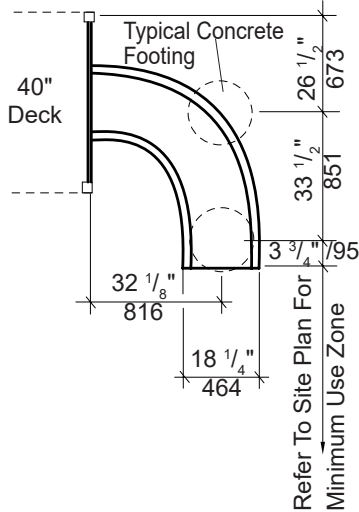
**DETAIL  
DECK ATTACHMENT**



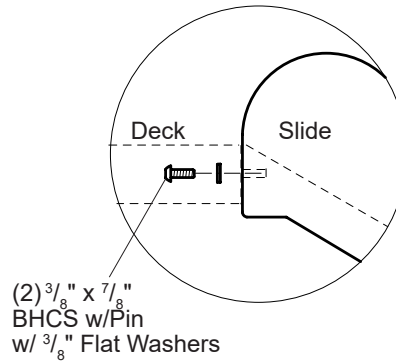
**DETAIL  
CLAMP ATTACHMENT**



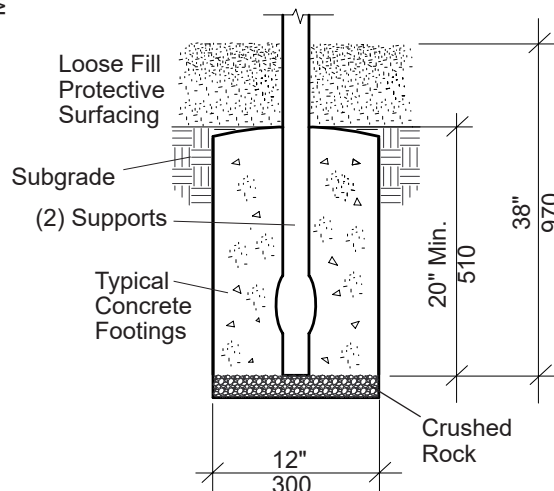
## PLAN VIEW/ FOOTING LAYOUT



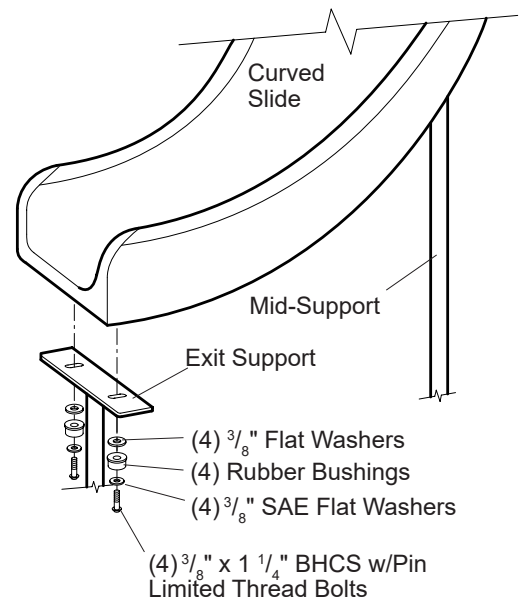
## DETAIL DECK CONNECTION



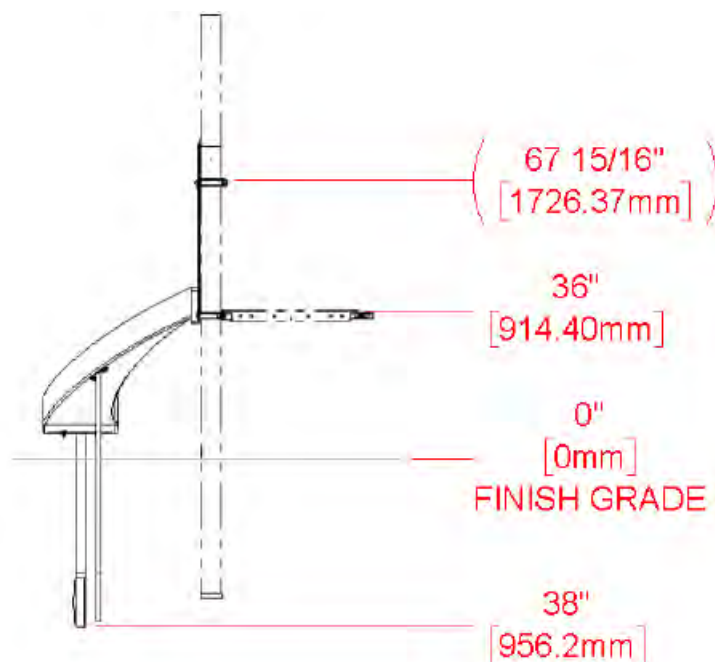
## DETAIL DIRECT BURY



## DETAIL SUPPORT ATTACHMENT



**NOTE: Attach limited thread bolts in the center of the slots to allow for expansion and contraction. Snug bolts down only, do not overtighten.**



## Parts List

PART NUMBER	DESCRIPTION	QTY.
282800	CUST CRVD SLD PNL PERM	1
275936	90° SGL POLY SLIDE	1
127002	SUPT MID CURVER SL DB	1
127001	SUPT EXIT CURVED POLY DB	1
124460	BHCS 6LP 3/8x3-3/4i SST	2
113729	CLAMP OFFSET 5 RAIL HGR	2
113468	TUBE 7/8OD X 1-11/16 PNT	2
111442	BUSH RUBBER #871	4
105327	CLMP HALF 5 AL	2

PART NUMBER	DESCRIPTION	QTY.
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	2
100365	WASHER FLAT SAE 3/8i SST	8
100362	WASHER FLAT 3/8i SST	6
100353	FLG NUT 6LP 3/8-16 SST	6
100351	MOD T-NUT 3/8-16 SST	4
100292	BHCS 6LP LTHD 3/8X1-1/4i SST	4
100198	BHCS 6LP 3/8x1-1/8i SST	4
100196	BHCS 6LP 3/8x7/8i SST	6

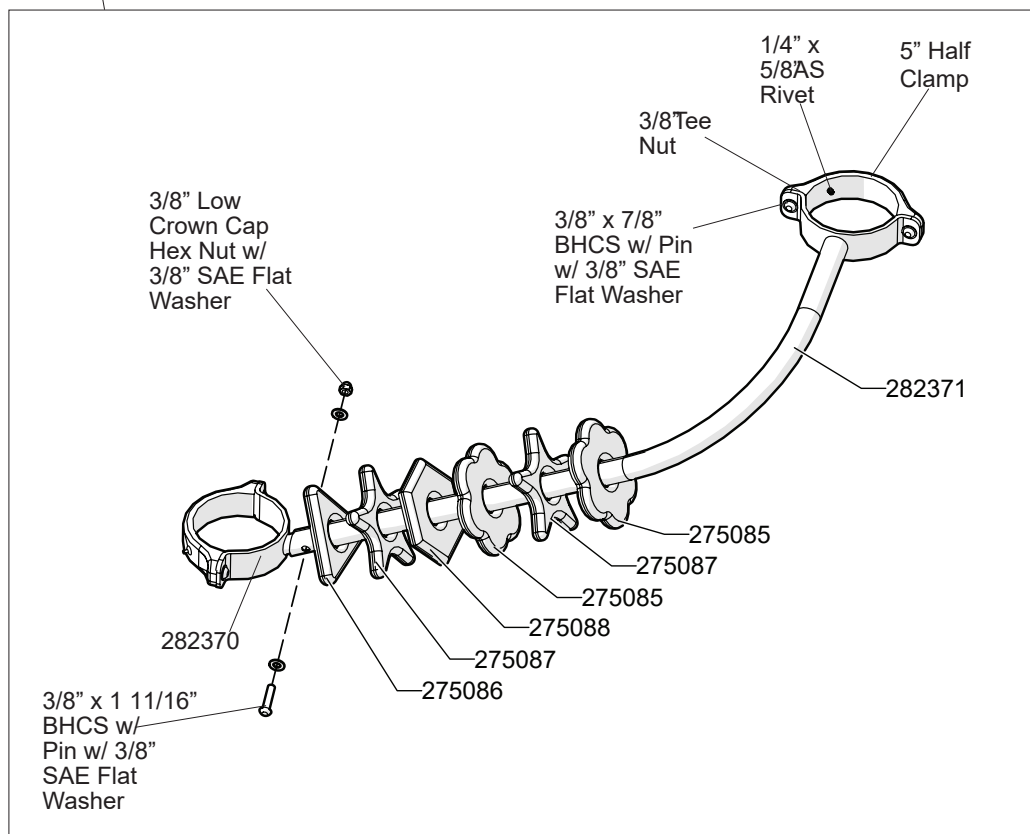
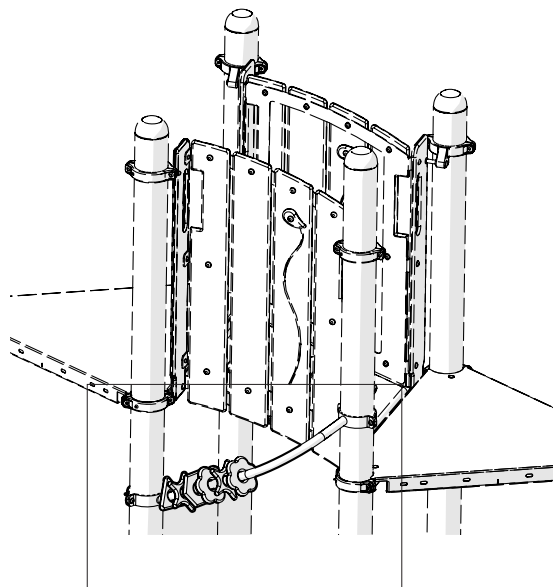
## Installation Instructions

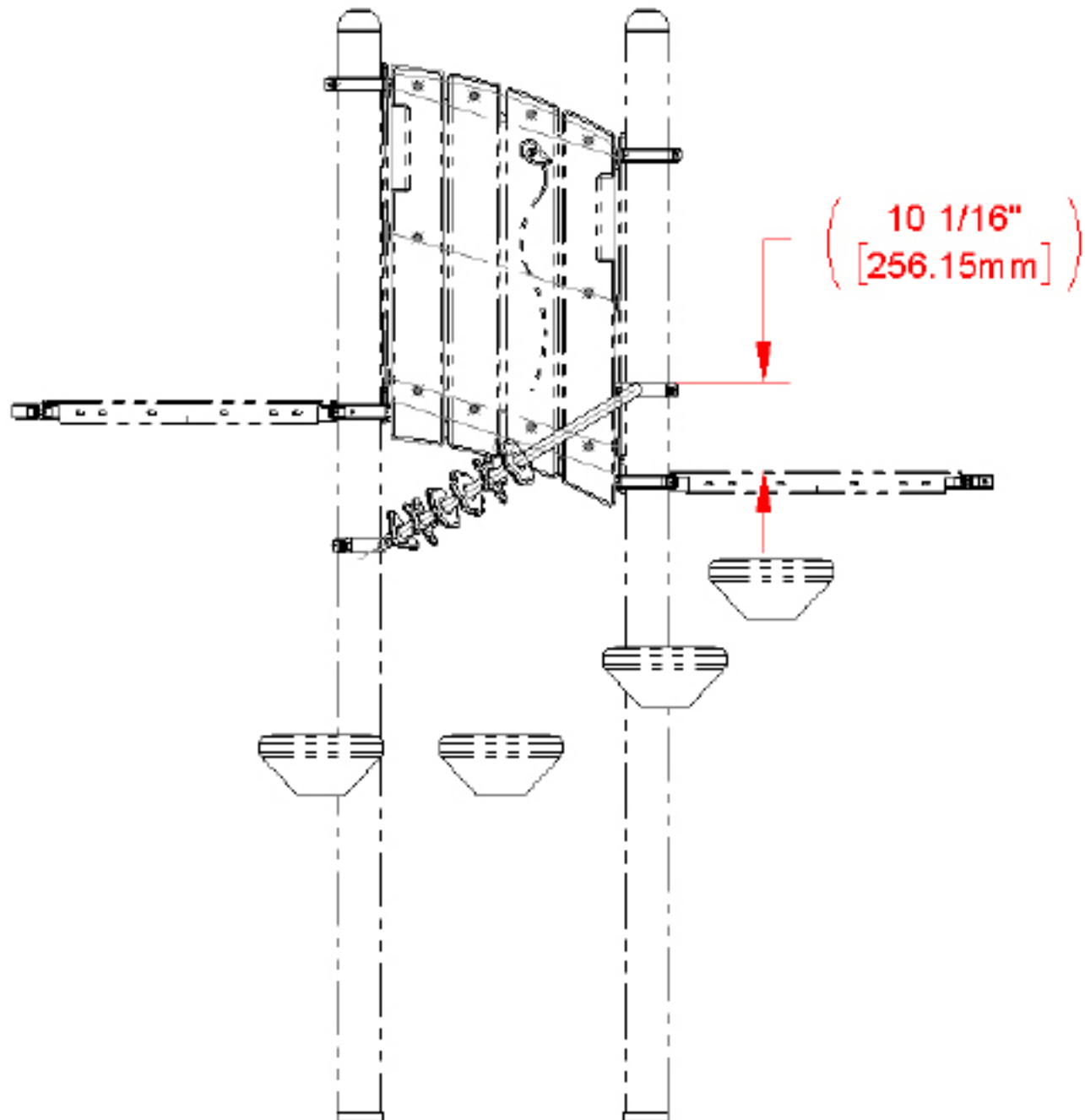
- 1) Assemble structure following steps and details shown. Use 2D layout as a reference.

**Direct Bury** - With structure square, plumb and level, pour concrete footings. Allow concrete to cure a minimum of 72 hours before users are allowed to play on the structure.

- 2) Install protective surfacing before users are allowed to play on the structure.







## Parts List

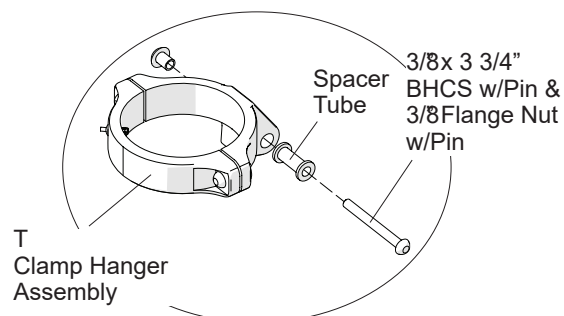
PART NUMBER	DESCRIPTION	QTY.
282371	CUST POD STEPPER HRAIL TOP PNT	1
282370	CUST POD STEPPER HRAIL BTM PNT	1

275088	CUST PUZZLE HEXAGON PERM	1
275087	CUST PUZZLE STAR PERM	2
275086	CUST PUZZLE TRIANGLE PERM	1
275085	CUST PUZZLE FLOWER PERM	2
123224	BHCS 6LP 3/8x1-11/16i SST	1
105327	CLMP HALF 5 AL	2
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	2
100365	WASHER FLAT SAE 3/8i SST	6
100351	MOD T-NUT 3/8-16 SST	4
100349	3/8 HEX NUT L/C CAP	1
100196	BHCS 6LP 3/8x7/8i SST	4

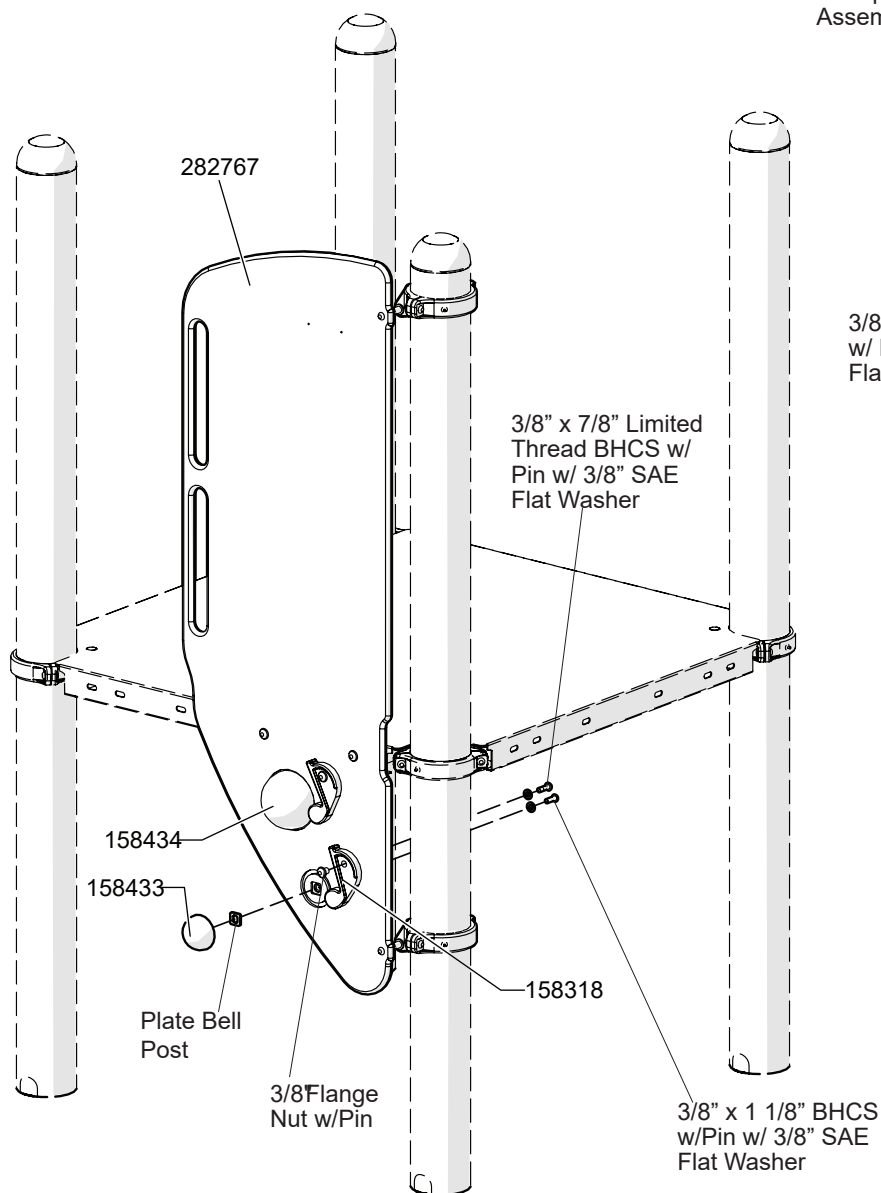
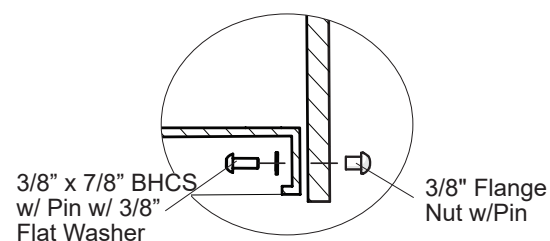
## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference.
- 2) Install protective surfacing before users are allowed to play on the structure.

## DETAIL CLAMP ATTACHMENT



## DETAIL DECK ATTACHMENT

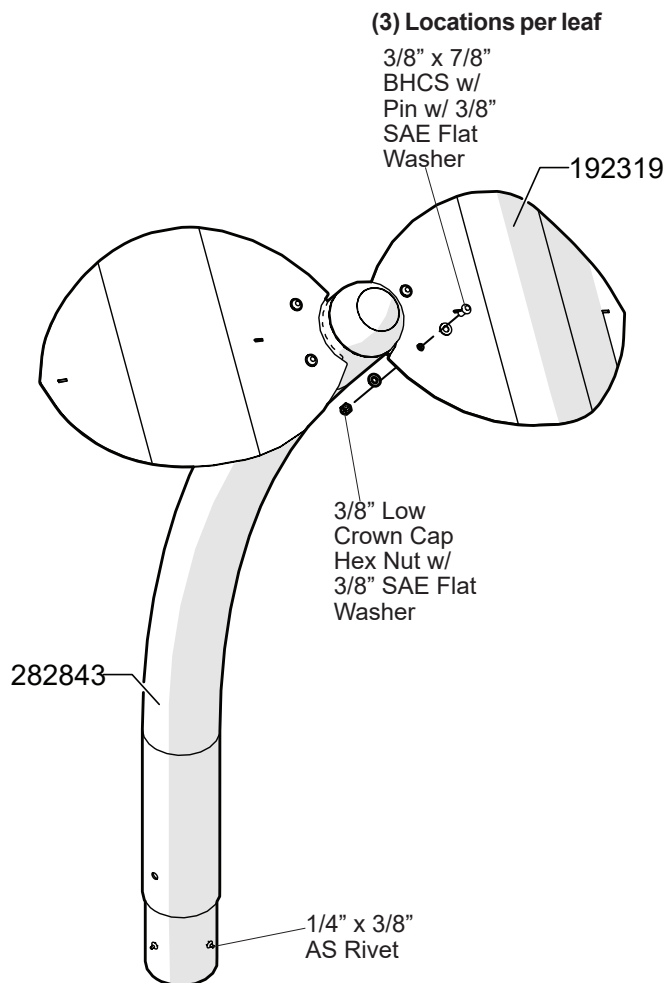


## Parts List

PART NUMBER	DESCRIPTION	QTY.
282767	CUST 2 LEVEL PERM 3/4 PNL RING-A-BELL PERM	1
158434	BELL 5i PNT	1
158433	BELL 3i PNT	1
158335	PLATE BELL POST SST	2
158318	BELL STRIKER ACCENT	2
124460	BHCS 6LP 3/8x3-3/4i SST	2
113729	CLAMP OFFSET 5 RAIL HGR	2
113468	TUBE 7/8OD X 1-11/16 PNT	2
105327	CLMP HALF 5 AL	2
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	2
100365	WASHER FLAT SAE 3/8i SST	4
100362	WASHER FLAT 3/8i SST	2
100353	FLG NUT 6LP 3/8-16 SST	6
100351	MOD T-NUT 3/8-16 SST	4
100292	BHCS 6LP LTHD 3/8X1-1/4i SST	2
100198	BHCS 6LP 3/8x1-1/8i SST	6
100196	BHCS 6LP 3/8x7/8i SST	2

## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference.
- 2) Install protective surfacing before users are allowed to play on the structure.



## Parts List

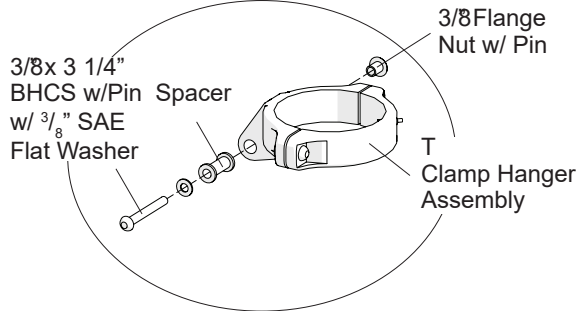
PART NUMBER	DESCRIPTION	QTY.
282843	CUST 2 LEAF POST TOPPER PNT	1
192319	CUST LEAF PEDAL DOWN PNT	2
100611	RVT 1/4X3/8 AS (GRIP=.328/.422)	4
100365	WASHER FLAT SAE 3/8i SST	12
100349	3/8 HEX NUT L/C CAP	6
100196	BHCS 6LP 3/8x7/8i SST	6

## Installation Instructions

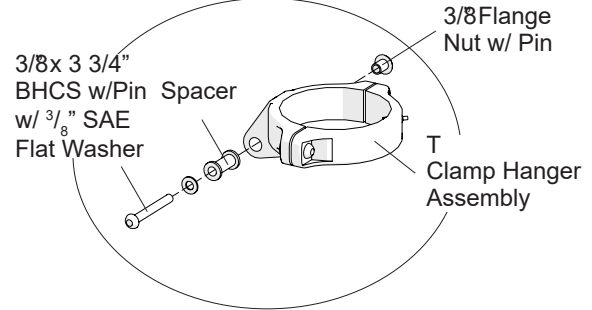
- 1) Assemble structure following steps and details shown. Use 2D layout as a reference.
- 2) Install protective surfacing before users are allowed to play on the structure.



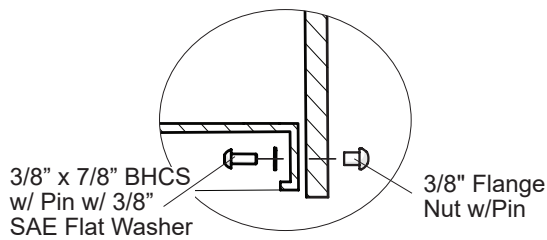
**DETAIL  
CLAMP ATTACHMENT  
(STEELX)**



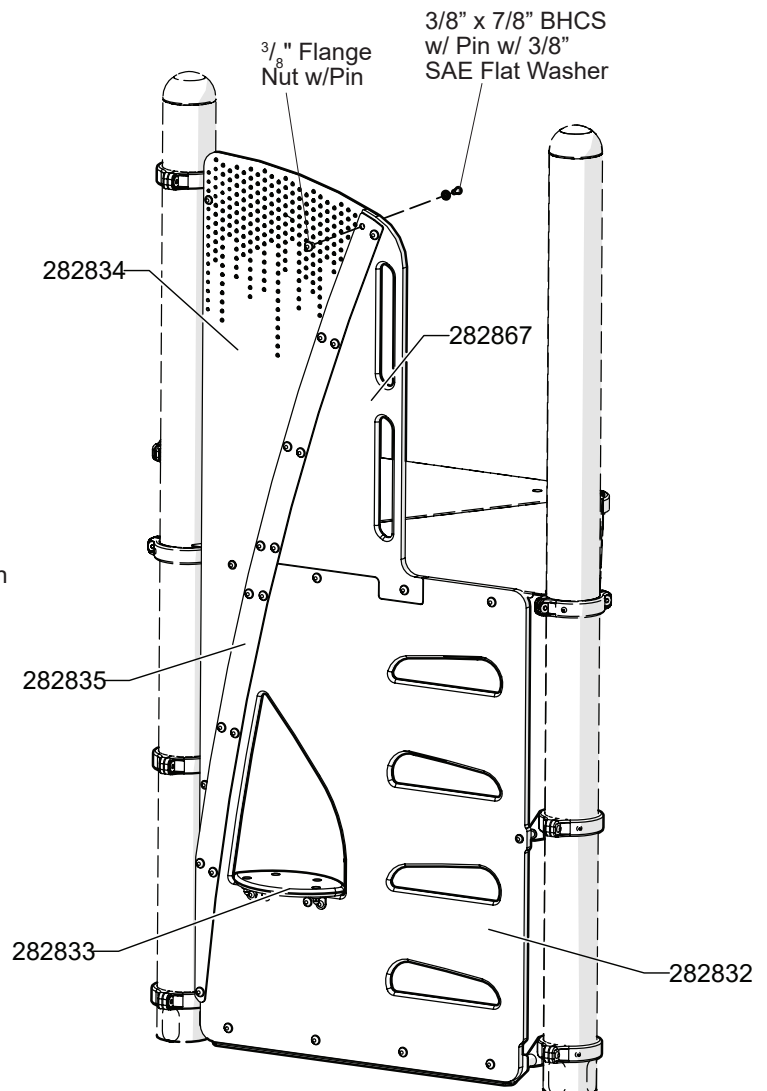
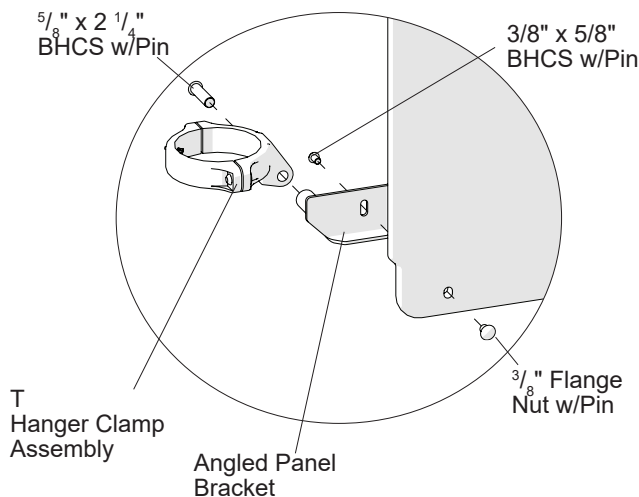
**DETAIL  
CLAMP ATTACHMENT  
(PERMALENE)**

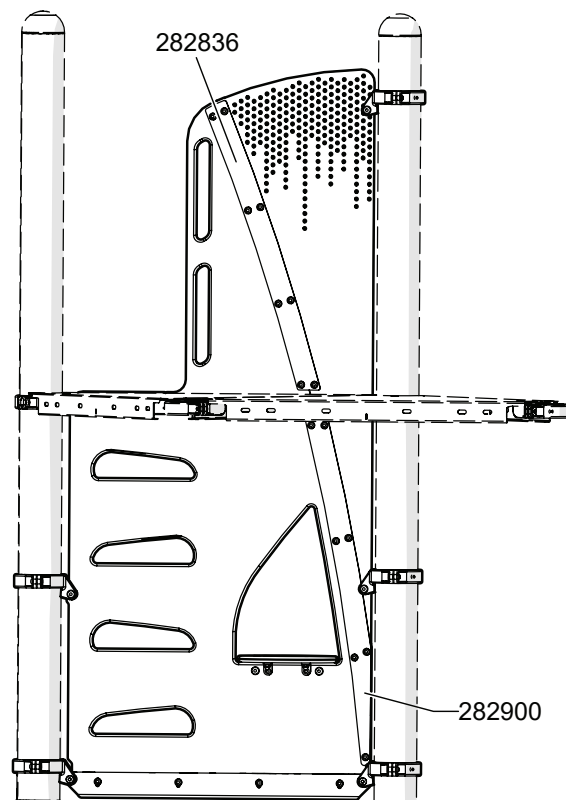


**DETAIL  
DECK ATTACHMENT**

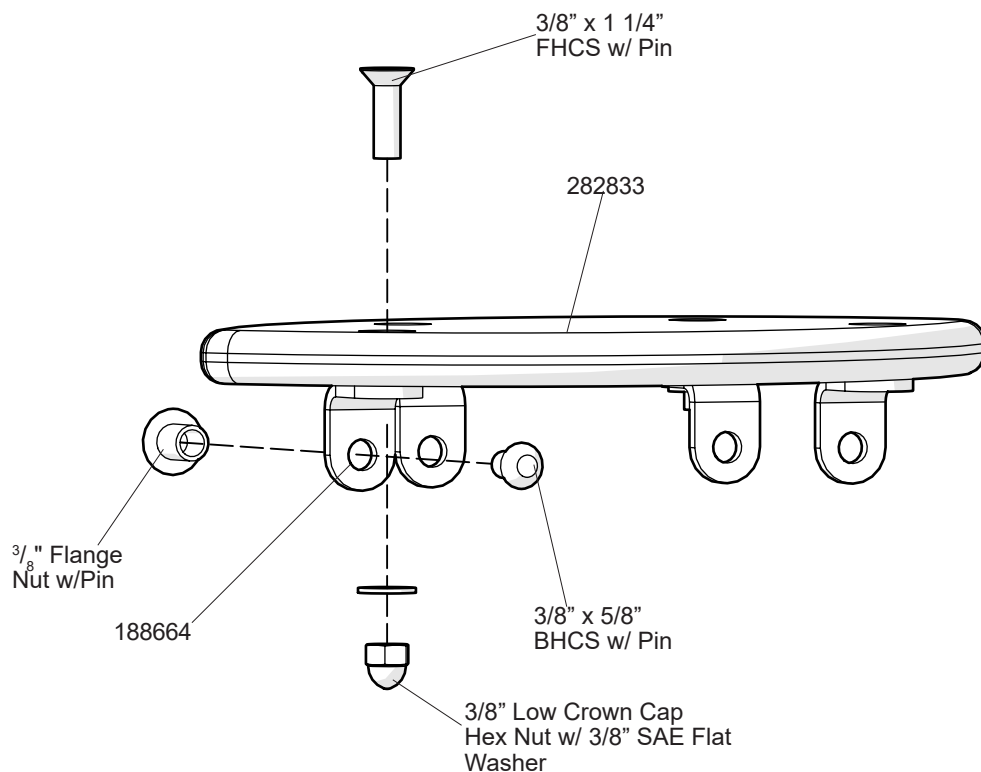


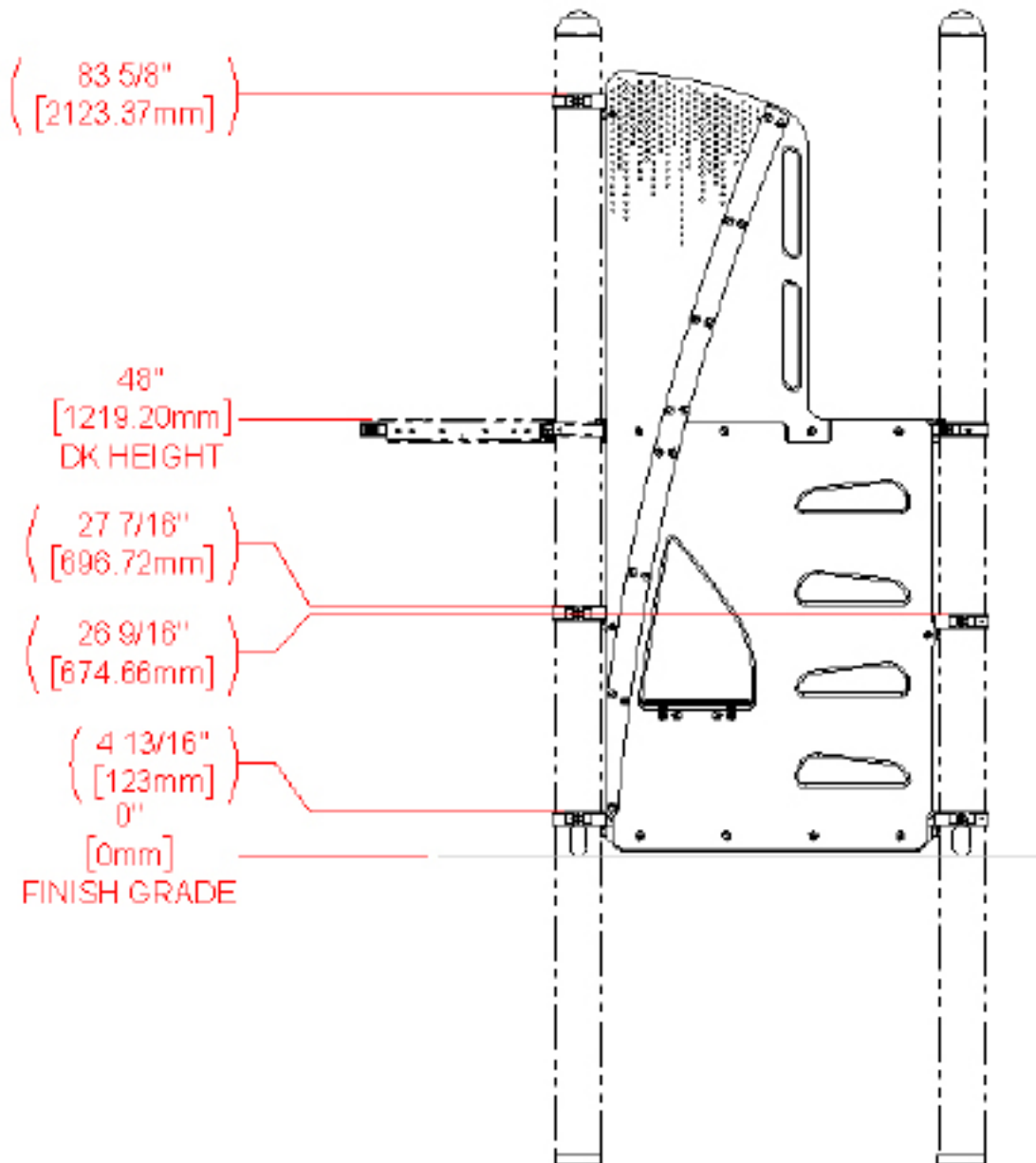
**DETAIL  
CLAMP ATTACHMENT**





**DETAIL  
TABLE TOP ATTACHMENT**





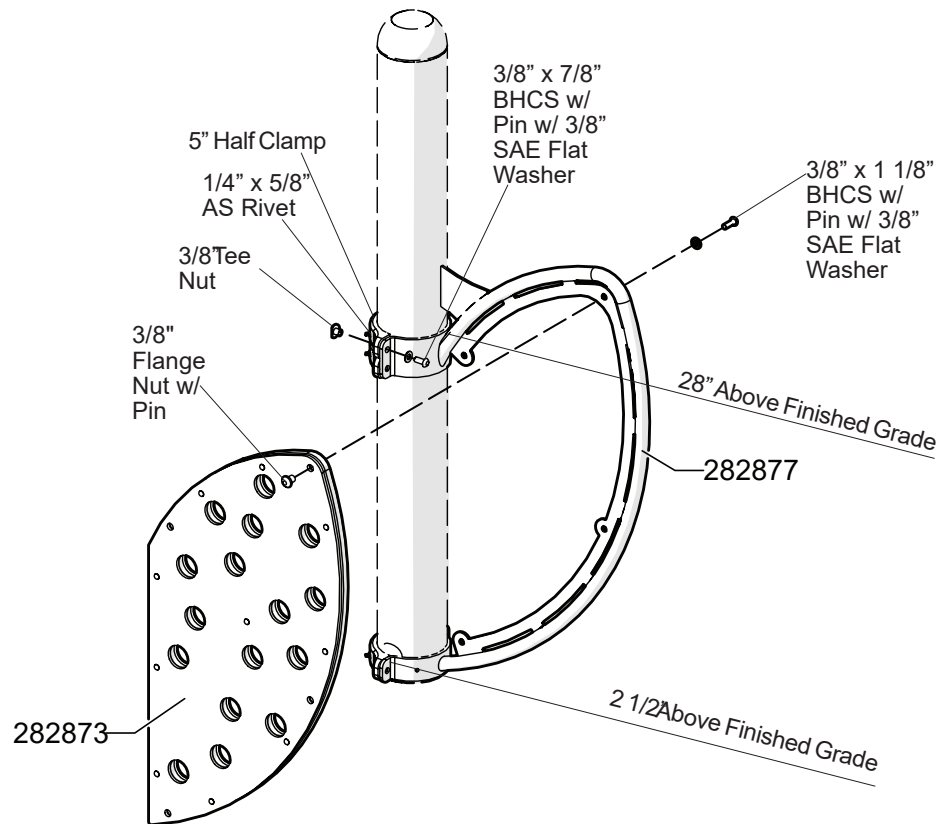
## Parts List

PART NUMBER	DESCRIPTION	QTY.
282900	CUST LADDR PNL ACCNT C PNT	1
282867	CUST 48i DK VER LADDR B PERM	1
282836	CUST LADDR PNL ACCNT B PNT	1
282835	CUST LADDR PNL ACCNT PNT	1
282834	CUST LADDR PNL DGI	1
282833	CUST TBL TOP PERM	1
282832	CUST 48i DK VER LADDR PERM	1

188664	ANG STL BRKT 1.5x1.5x3/16	4
124460	BHCS 6LP 3/8x3-3/4i SST	1
113729	CLAMP OFFSET 5 RAIL HGR	5
113468	TUBE 7/8OD X 1-11/16 PNT	3
113464	ANG AL PNL ATCH PNT	1
105327	CLMP HALF 5 AL	5
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	5
100365	WASHER FLAT SAE 3/8i SST	31
100353	FLG NUT 6LP 3/8-16 SST	29
100351	MOD T-NUT 3/8-16 SST	10
100349	3/8 HEX NUT L/C CAP	5
100252	3/8 X 1 1/4 SHCS FH SST	4
100203	5/8 X 2 1/4 BHCS 6LP SST W/PATCH	2
100198	BHCS 6LP 3/8x1-1/8i SST	10
100196	BHCS 6LP 3/8x7/8i SST	19
100195	BHCS 6LP 3/8x5/8i SST	8
100168	BHCS 6LP 3/8X3-1/4iSSTPAT	2

## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference.
- 2) Install protective surfacing before users are allowed to play on the structure.



## Parts List

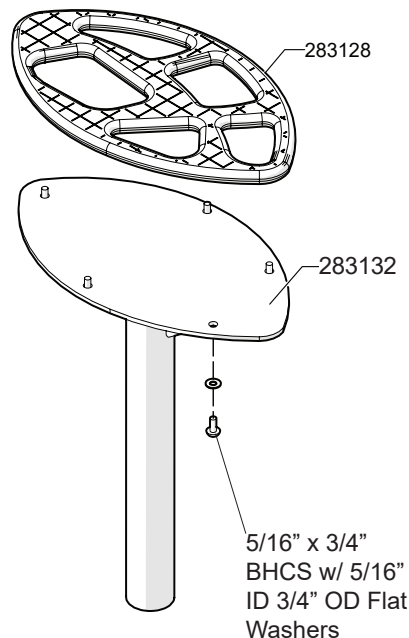
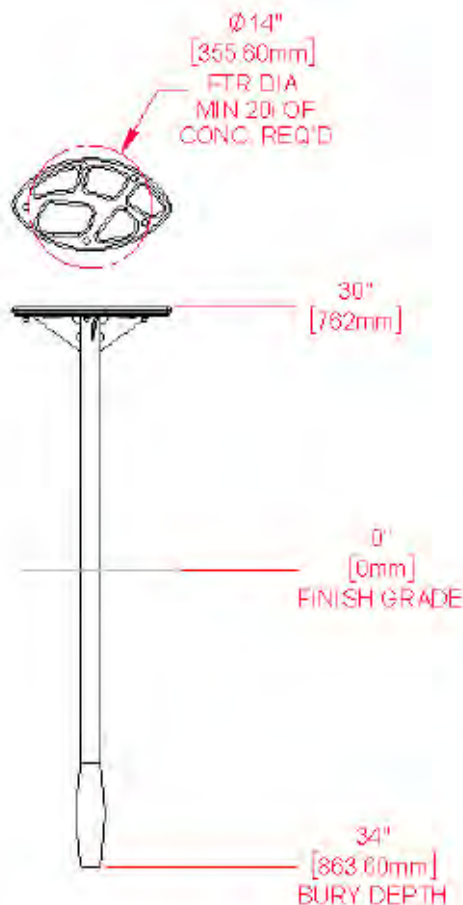
PART NUMBER	DESCRIPTION	QTY.
282877	CUST CLAMP LEAF MARBLE FRAME PNT	1
282873	CUST CLAMP LEAF MARBLE PNL ASY	1

105327	CLMP HALF 5 AL	3
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	3
100365	WASHER FLAT SAE 3/8i SST	10
100353	FLG NUT 6LP 3/8-16 SST	4
100351	MOD T-NUT 3/8-16 SST	6
100198	BHCS 6LP 3/8x1-1/8i SST	4
100196	BHCS 6LP 3/8x7/8i SST	6

## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference.
- 2) Install protective surfacing before users are allowed to play on the structure.



## Parts List

PART NUMBER	DESCRIPTION	QTY.
223807	BHCS 6LP 5/16i -18 X 3/4i SST W/PATCH (for threaded inserts)	5
255617	WASHER FLAT 3/4 OD 5/16 ID SST RAW	5
283128	CUST LEAF POD STPPR PERM	1
283132	CUST 30i POD STPPR FRM PNT	1

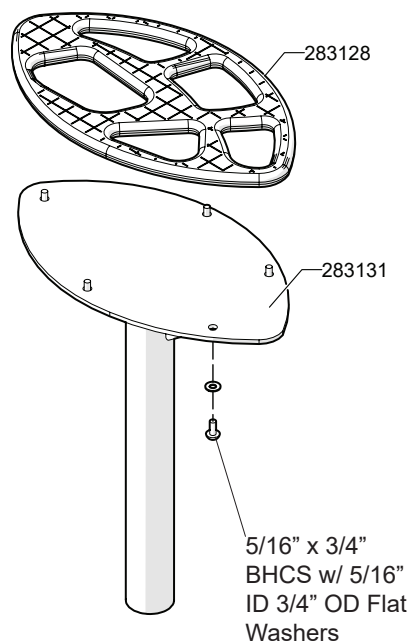
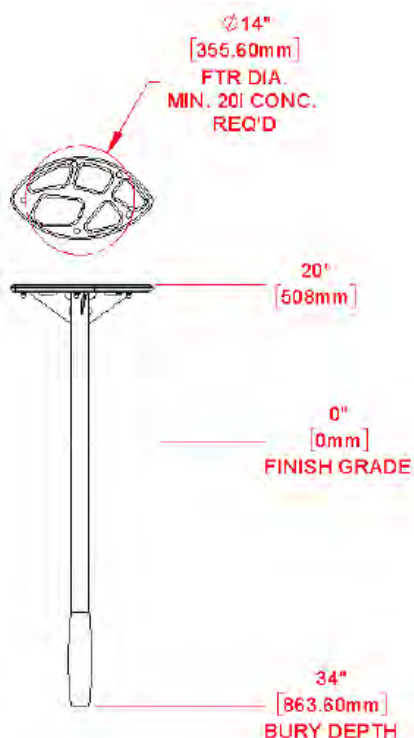
## Installation Instructions

- Assemble structure following steps and details shown. Use 2D layout as a reference.

**Direct Bury** - With structure square, plumb and level, pour concrete footings. Allow concrete to cure a minimum of 72 hours before users are allowed to play on the structure.

- Install protective surfacing before users are allowed to play on the structure.



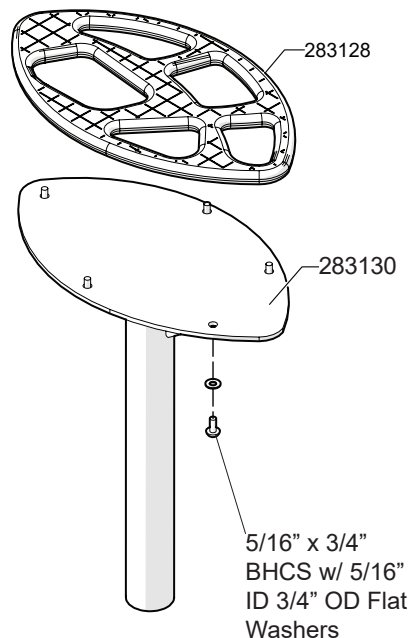
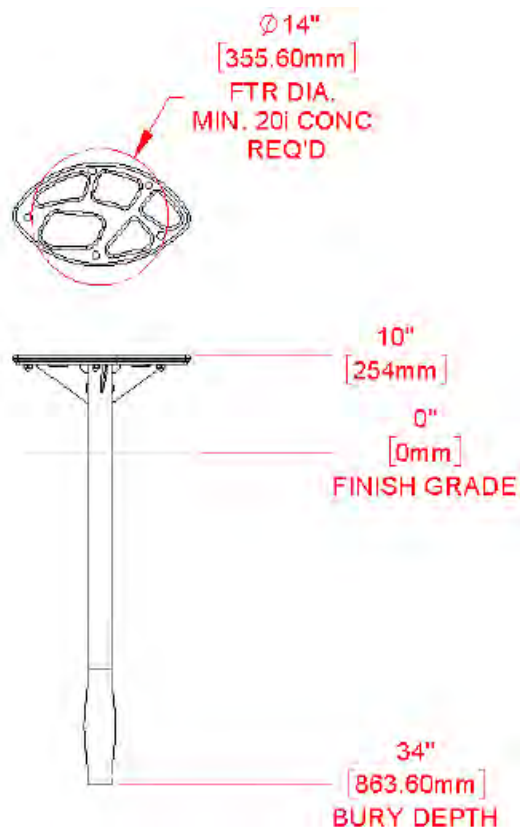


## Parts List

PART NUMBER	DESCRIPTION	QTY.
283131	CUST 20i POD STPPR FRM PNT	1
283128	CUST LEAF POD STPPR PERM	1
255617	WASHER FLAT 3/4 OD 5/16 ID SST RAW	5
223807	BHCS 6LP 5/16i -18 X 3/4i SST W/PATCH (for threaded inserts)	5

## Installation Instructions

- Assemble structure following steps and details shown. Use 2D layout as a reference.  
**Direct Bury** - With structure square, plumb and level, pour concrete footings. Allow concrete to cure a minimum of 72 hours before users are allowed to play on the structure.
- Install protective surfacing before users are allowed to play on the structure.



## Parts List

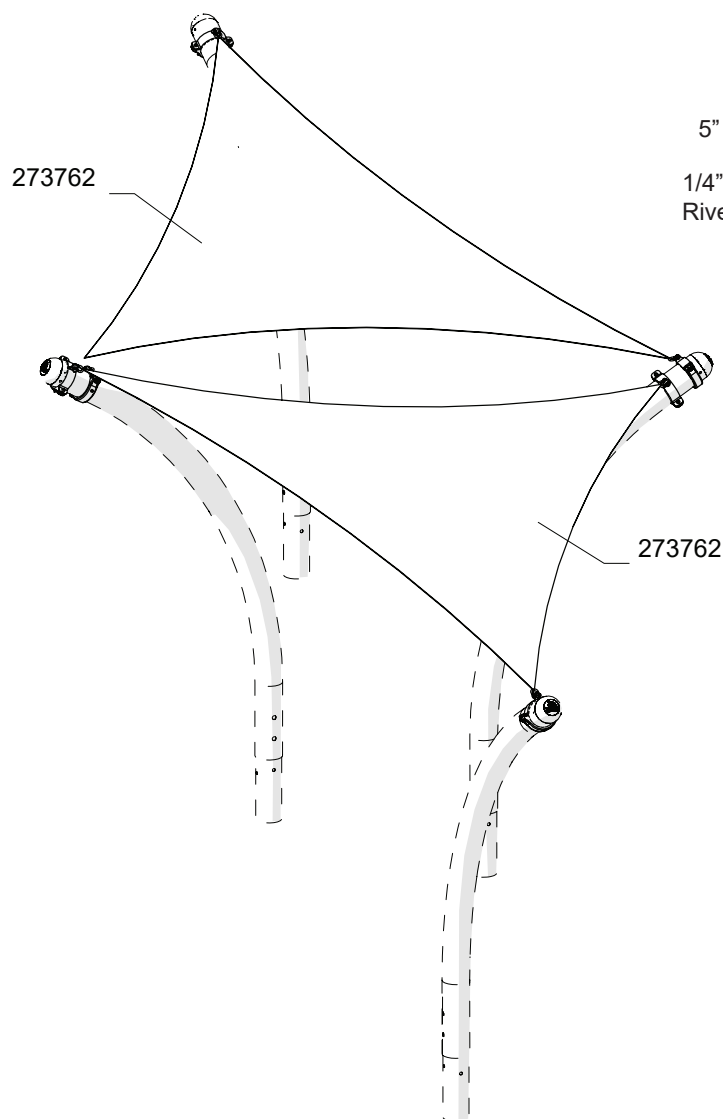
PART NUMBER	DESCRIPTION	QTY.
283130	CUST 10i POD STPPR FRM PNT	1
283128	CUST LEAF POD STPPR PERM	1
255617	WASHER FLAT 3/4 OD 5/16 ID SST RAW	5
223807	BHCS 6LP 5/16i -18 X 3/4i SST W/PATCH (for threaded inserts)	5

## Installation Instructions

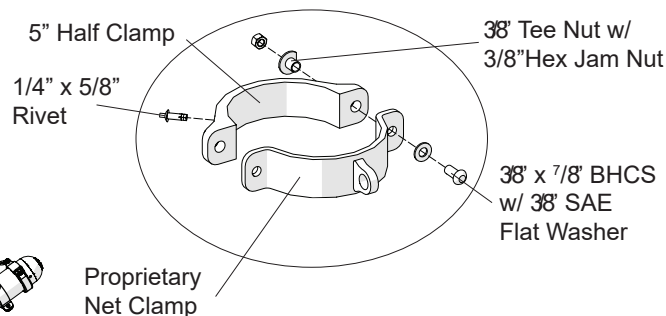
- 1) Assemble structure following steps and details shown. Use 2D layout as a reference.

**Direct Bury** - With structure square, plumb and level, pour concrete footings. Allow concrete to cure a minimum of 72 hours before users are allowed to play on the structure.

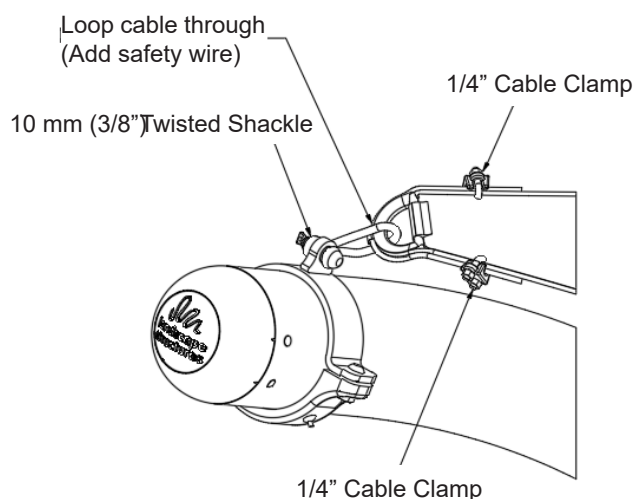
- 2) Install protective surfacing before users are allowed to play on the structure.



### DETAIL CLAMP ATTACHMENT



### DETAIL TRI-SAIL ATTACHMENT



## Parts List

PART NUMBER	DESCRIPTION	QTY.
273762	CUST LSI TREE TOPPER	1

161898	PROPRIETARY NET CLMP	3
128296	3/8-16 HEX JAM NUT SST	6
127179	BUSH 5/8OD X 3/8 LG SST	3

PART NUMBER	DESCRIPTION	QTY.
105327	CLMP HALF 5 AL	3

100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	3
100351	MOD T-NUT 3/8-16 SST	6
100198	BHCS 6LP 3/8x1-1/8i SST	6

## Installation Instructions

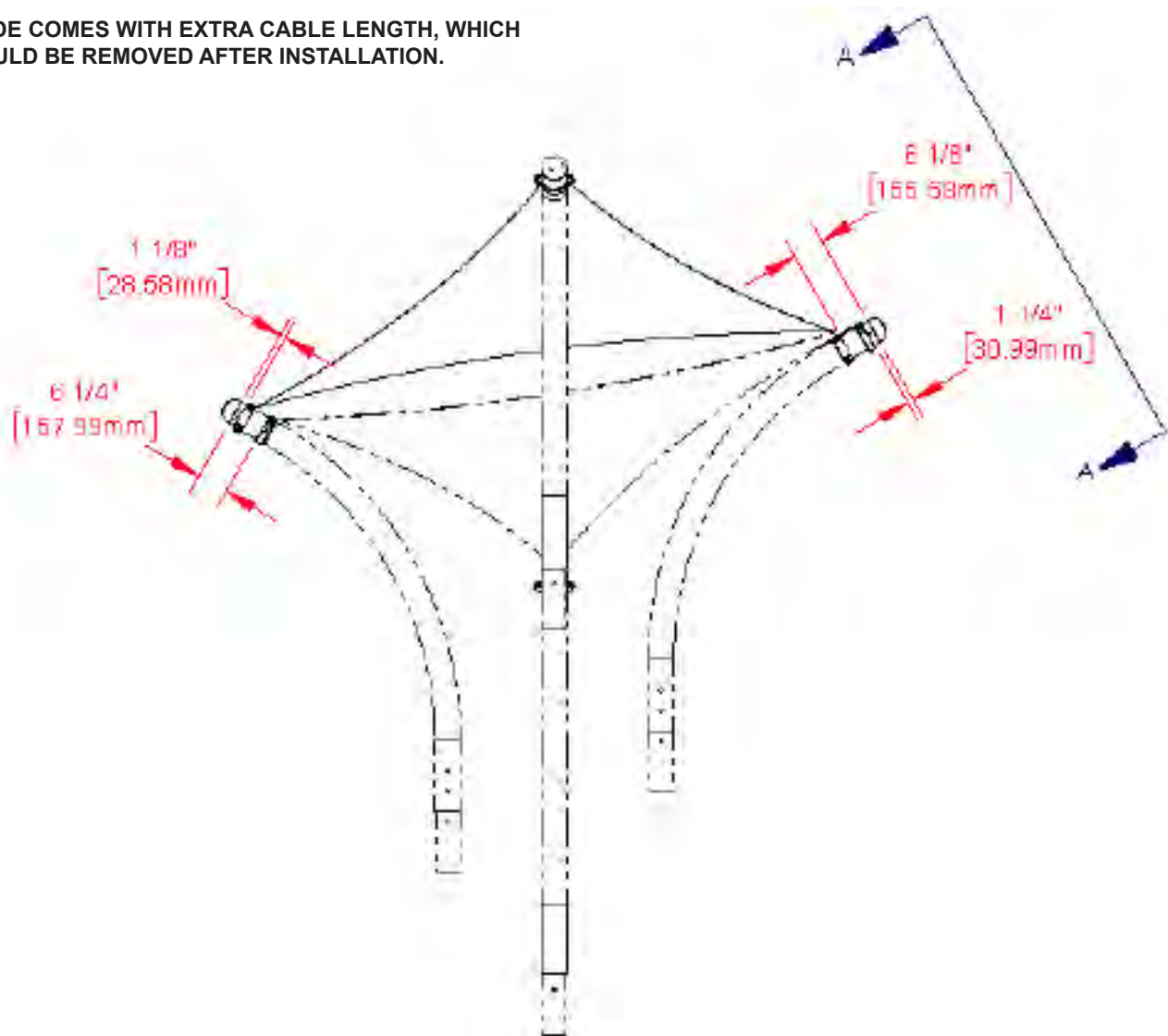
- 1) Assemble structure following steps and details shown. Use 2D layout as a reference; may include elevations and bury depths.
- 2) Install protective surfacing before users are allowed to play on the structure.

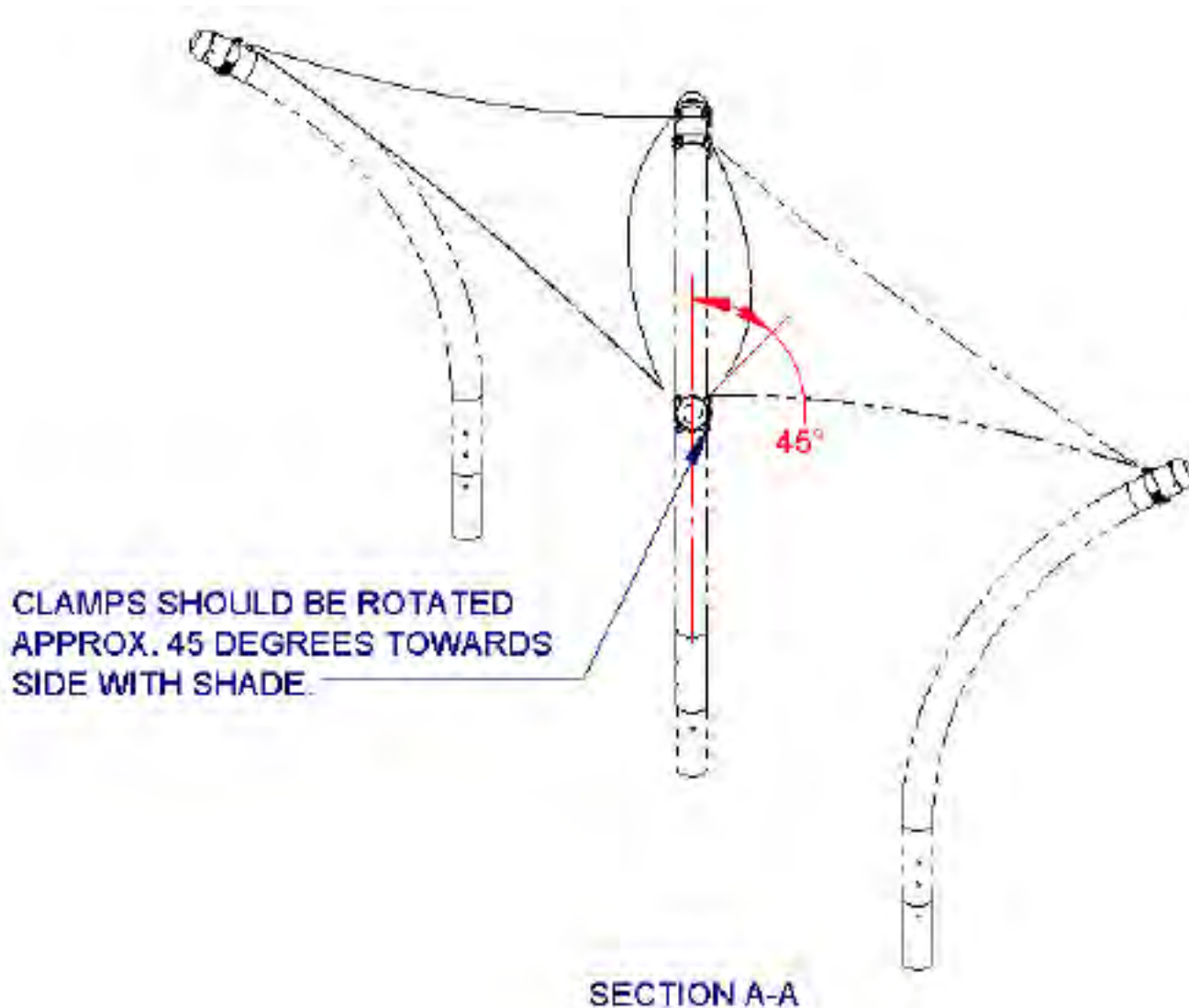
DO NOT INSTALL CLAMP RIVETS UNTIL SHADE IS COMPLETELY INSTALLED FOR SHADE ADJUSTMENT PURPOSES.

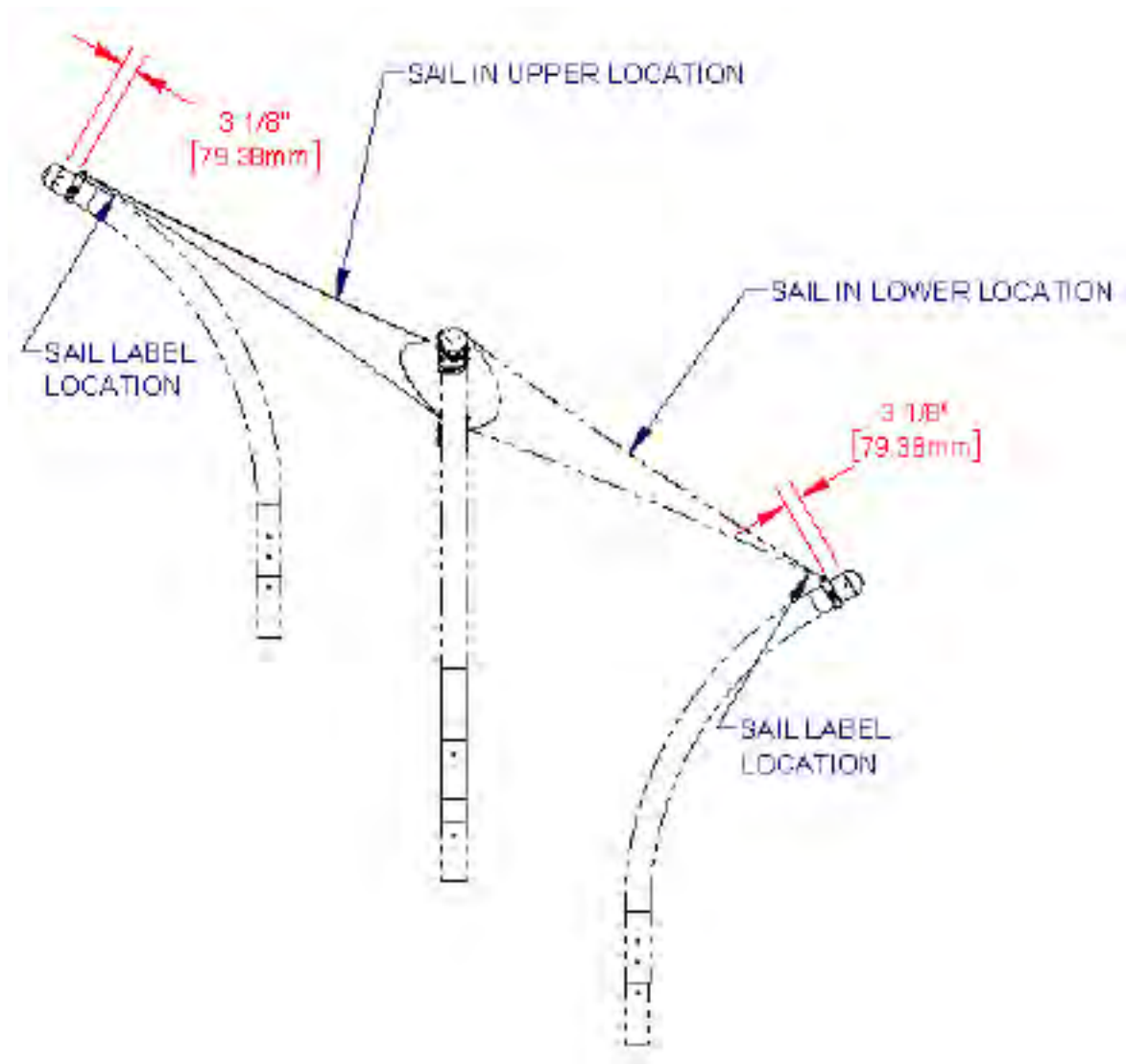
SHADE CLAMP LOCATIONS ARE APPROXIMATE AND SHOULD BE ADJUSTED TO TENSION SHADE.

HARDWARE TO ATTACH SHADE TO CLAMP IS INCLUDED WITH SHADE.

SHADE COMES WITH EXTRA CABLE LENGTH, WHICH SHOULD BE REMOVED AFTER INSTALLATION.









**Handholds, Steppers, Panels, Barriers:** Solid color Permalene®, color specified.

**5" Clamps:** Cast aluminum.

**Fasteners:** Primary fasteners shall be socketed and pinned tam-perproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**Rail Spacers:** Fabricated from 1.3125 O.D. x 16 Ga. (.065) steel tubing.

**Slide Rail:** Extruded from 1.125" O.D. x .312" W. 6005-T5 aluminum.

**Double Slide End Support:** Weldment comprised of 2.375" O.D. RS-20 (.095" - .105") galvanized steel tubing and 1/4" x 3" mounting plate.

**Slides, Hoods, Summit Climber:** Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

**Summit Climber Support (DB):** Weldment comprised of steel tubing and 1/4" x 3" mounting plate.

**Steel Half Clamps:** Fabricated from 1 1/4" (6,35 mm) HRPO flat steel.

**Decks:** Flange formed from 11 GA (.120") sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" diameter holes. Deck face has (4) slotted holes for face mounting components. Finish: TenderTuff, color specified.

**Belting:** .315" (8,00 mm) Thick mini rough top rubber belting with polyester fabric plys, black in color.

**DigiFuse Barrier Panels:** Assembled from 1/4" (6,35 mm) thick aluminum sheet. Dye sublimation printed digital artwork is fused onto the powdercoated substrate.

**Marble Panel Assy.:** (Panels) Two color Permalene®, color specified. (Poly Panel) Fabricated from .236" thick clear polycarbonate. (Marbles) 2" Diameter glass.

**Steel Posts:** Cut from 5" O.D. .120" wall (11GA) galvanized steel.

**Aluminum Posts:** Cut from 5" O.D. .125" wall aluminum.

**Post Toppers:** Formed from 5" O.D. .120" wall (11GA) galvanized steel. Post caps are Fabricated from sand-cast alloy 356. Finish: Pro- Shield, color specified. Sleeve is cut from 4.69" OD X 24i galvanized steel.

**GripX Tread:** 3/4" (19,05 mm) Thick Permalene®, black in color.

**Catwalk Barrier Frame:** Formed from HRPO Steel .1793" (7Gage)

**Angled Climber Footers / Frame:** Made from Round Tube 2.375" OD .134" Wall (RS40) Galvanized Steel, Zinc Plated Steel Sheet 0.25", HRPO Steel 0.25", Round Tube 1.9" OD .095" wall Galvanized Steel, Aluminum Sheet .125"

**Single Slide Supports:** Round Tube 1.315" OD .083" wall (RS20) Galvanized Steel, HRPO Steel .250", Round Tube 2.375" OD .109W (RS20) Galvanized Steel

**Leaf Stepper Hand Rail:** Made from Round Tube 1.315" OD .083W (RS20) Galvanized Steel, Clamps are Formed From Zinc Plated Steel

**Bell Chimes:** Formed from Zinc Plated 10 Gage (.132") HRPO Low Carbon Steel

**Leaf Post Toppers:** Welded from 11 Gage (.120) HRPO Low Carbon Steel.

**All Painted Metal:** Finish: ProShield, color specified.

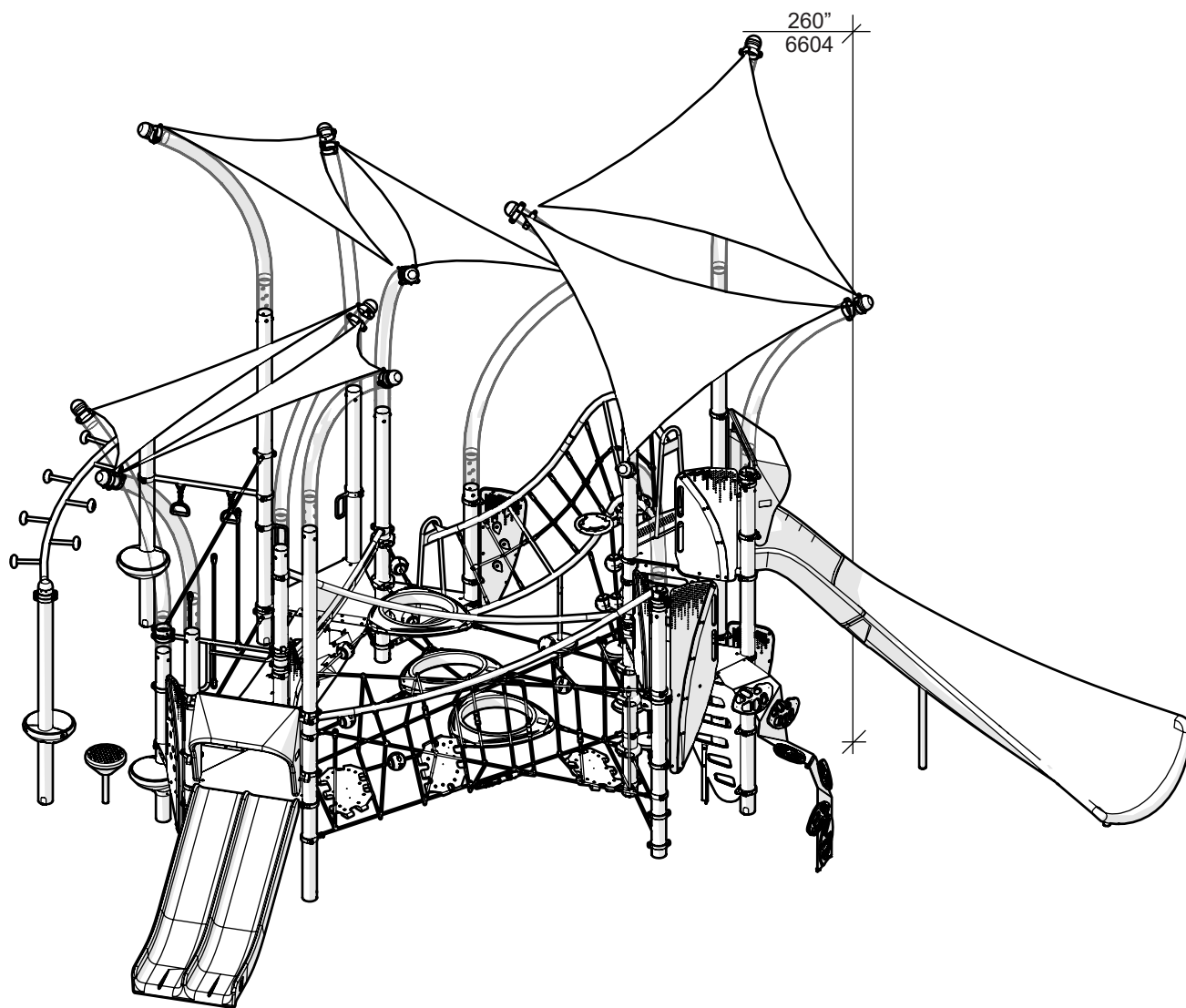
**Installation Time:** Approx. 75 hours

**Concrete:** Approx. 2.5 yards

**Equipment Needed:** Man Lift

**Installation Instructions:**

- 1) Erect the 3 clusters of posts and decks; use the 2D layout as a reference for locations and bury depths.
- 2) Assemble remaining components following the steps and details shown in this document.
- 3) Install protective surfacing before users are allowed to play on the structure.

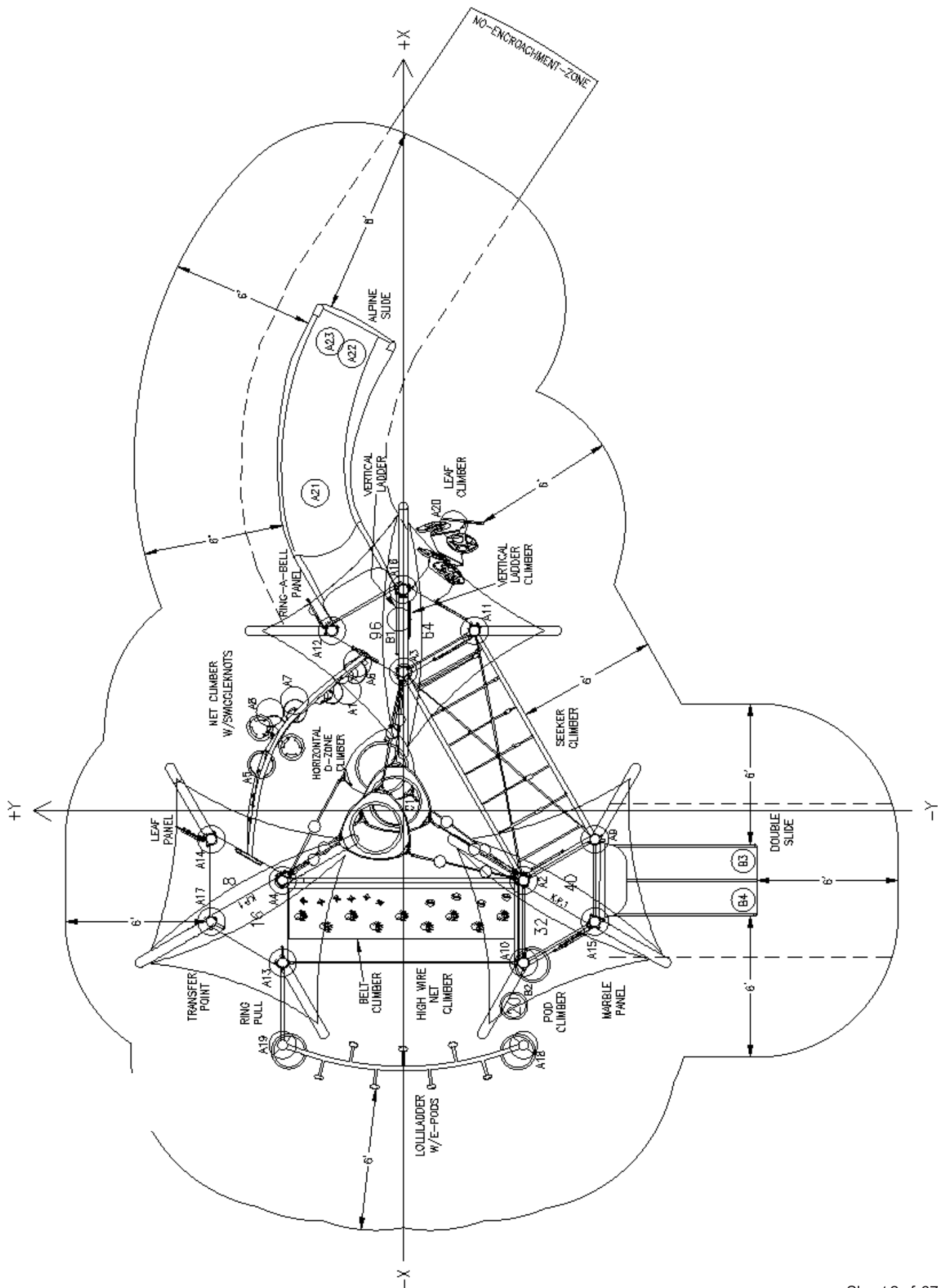


**NOTE:**

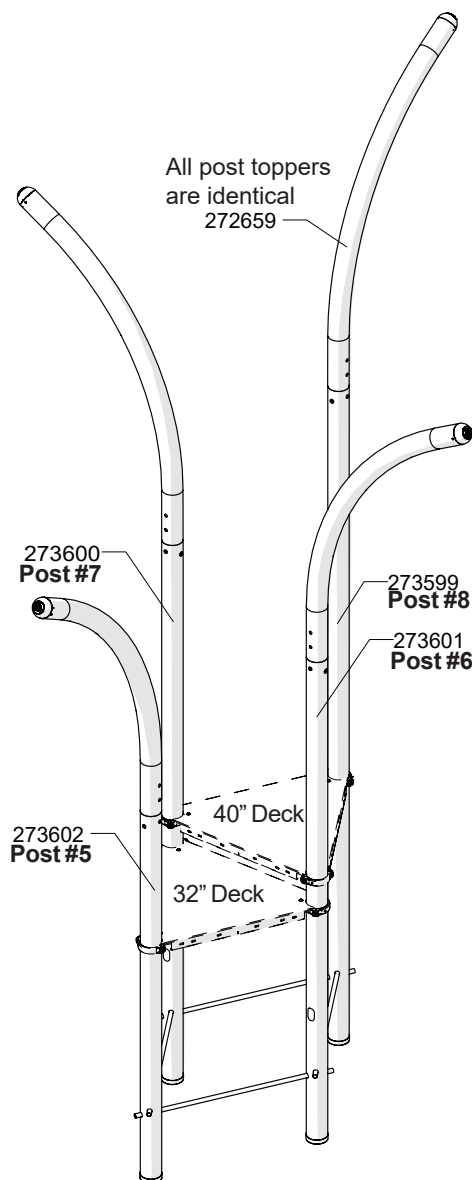
Concrete Required: 3 yards  
Equipment Needed: Man Lift  
Total Labor Hours: 125 hours

## Tree Tops™ Structure

Sheet 1 of 67

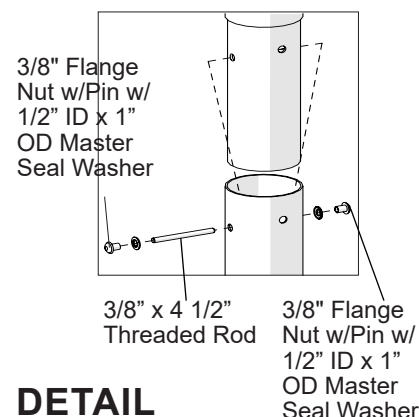


N.	I.D.	X (ft-in)	Y (ft-in)	Dist. to O	DIA (in)
1	A1	5'-1 1/2"	2'-4 1/2"	5'-7 1/2"	14
2	A2	-2'-11 1/2"	-5'-1 1/2"	5'-11"	14
3	A3	5'-11"	0"	5'-11"	14
4	A4	-2'-11 1/2"	5'-1 1/2"	5'-11"	14
5	A5	1'-11 1/2"	6'-0 1/2"	6'-4"	14
6	A6	6'-3 1/2"	1'-11 1/2"	6'-7"	14
7	A7	4'-8 1/2"	4'-7 1/2"	6'-7"	14
8	A8	4'-2"	5'-8"	7'-0 1/2"	14
9	A9	-1'-2 1/2"	-8'-2"	8'-3"	14
10	A10	-6'-5 1/2"	-5'-1 1/2"	8'-3"	14
11	A11	7'-8"	-3'-0 1/2"	8'-3"	14
12	A12	7'-8"	3'-0 1/2"	8'-3"	14
13	A13	-6'-5 1/2"	5'-1 1/2"	8'-3"	14
14	A14	-1'-2 1/2"	8'-2"	8'-3"	14
15	A15	-4'-8 1/2"	-8'-2"	9'-5"	14
16	A16	9'-5"	0"	9'-5"	14
17	A17	-4'-8 1/2"	8'-2"	9'-5"	14
18	A18	-9'-11 1/2"	-5'-1 1/2"	11'-2 1/2"	14
19	A19	-9'-11 1/2"	5'-1 1/2"	11'-2 1/2"	14
20	A20	12'-2"	-2'-1 1/2"	12'-4 1/2"	14
21	A21	13'-6 1/2"	3'-9"	14'-0 1/2"	14
22	A22	19'-5 1/2"	2'-2"	19'-7"	14
23	A23	19'-11 1/2"	3'-1 1/2"	20'-2 1/2"	14
24	B1	8'-1 1/2"	2"	8'-1 1/2"	12
25	B2	-8'-3 1/2"	-4'-8 1/2"	9'-6 1/2"	12
26	B3	-2'-1 1/2"	-14'-5 1/2"	14'-7 1/2"	12
27	B4	-3'-9 1/2"	-14'-5 1/2"	14'-11 1/2"	12
28	C1	0"	0"	0"	REF PT

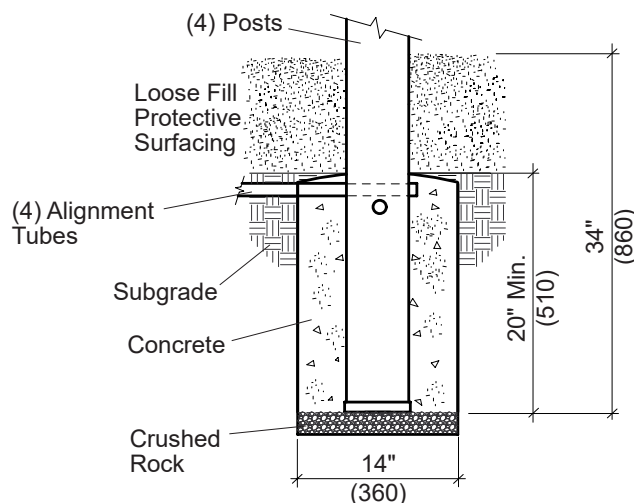


**NOTE:** Posts have the same length as other posts on structure, but they are **NOT** interchangeable. Refer to part numbers when placing posts into their location.

### DETAIL POST EXTENSION ATTACHMENT



### DETAIL DIRECT BURY



## Parts List

PART NUMBER	DESCRIPTION	QTY.
273602	CUST POST PB TOPPER 102i STL 34i -Post #5	1
273601	CUST POST PB TOPPER 134i STL 34i -Post #6	1
273600	CUST POST PB TOPPER 150i STL 34i -Post #7	1
273599	CUST POST PB TOPPER 182i STL 34i -Post #8	1
272659	CUST CURVED PST TPR PNT	4

PART NUMBER	DESCRIPTION	QTY.
223098	Master Seal Washer 1/2i ID x 1i OD	16
171010	ALIGNMENT TUBE	4
148081	THD ROD 3/8X4 1/2 SST	8
100353	FLG NUT 6LP 3/8-16 SST	16

## Installation Instructions

- Assemble structure following steps and details shown. Use 2D layout as a reference; may include elevations and bury depths.
- Install protective surfacing before users are allowed to play on the structure.

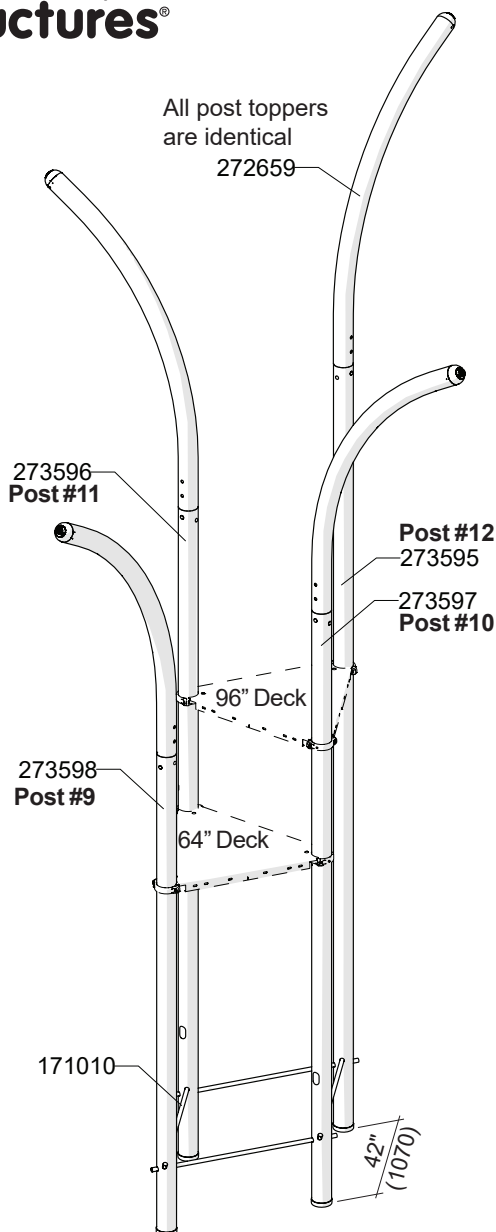
Approx. Weight: 586 lbs

## Custom 32"-40" Tri-Deck Curved Posts, DB

Sheet 4 of 67

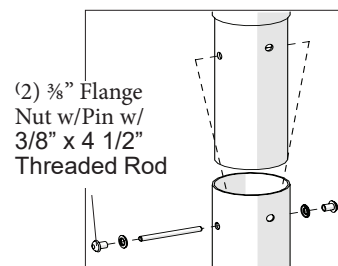




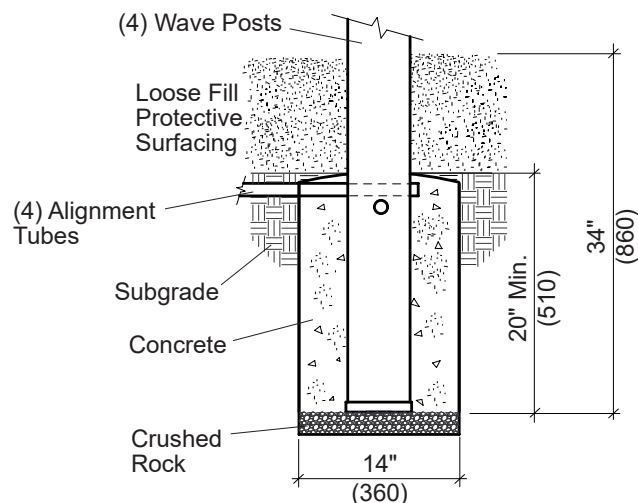


**NOTE:** Posts have the same length as other posts on structure, but they are **NOT** interchangeable. Refer to part numbers when placing posts into their location.

### DETAIL POST EXTENSION ATTACHMENT



### DETAIL DIRECT BURY



## Parts List

PART NUMBER	DESCRIPTION	QTY.
273598	CUST POST PB TOPPER 134i STL 34i -Post #9	1
273597	CUST POST PB TOPPER 166i STL 34i-Post #10	1
273596	CUST POST PB TOPPER 182i STL 34i-Post #11	1
273595	CUST POST PB TOPPER 214i STL 34i-Post #12	1
272659	CUST CURVED PST TPR PNT	4

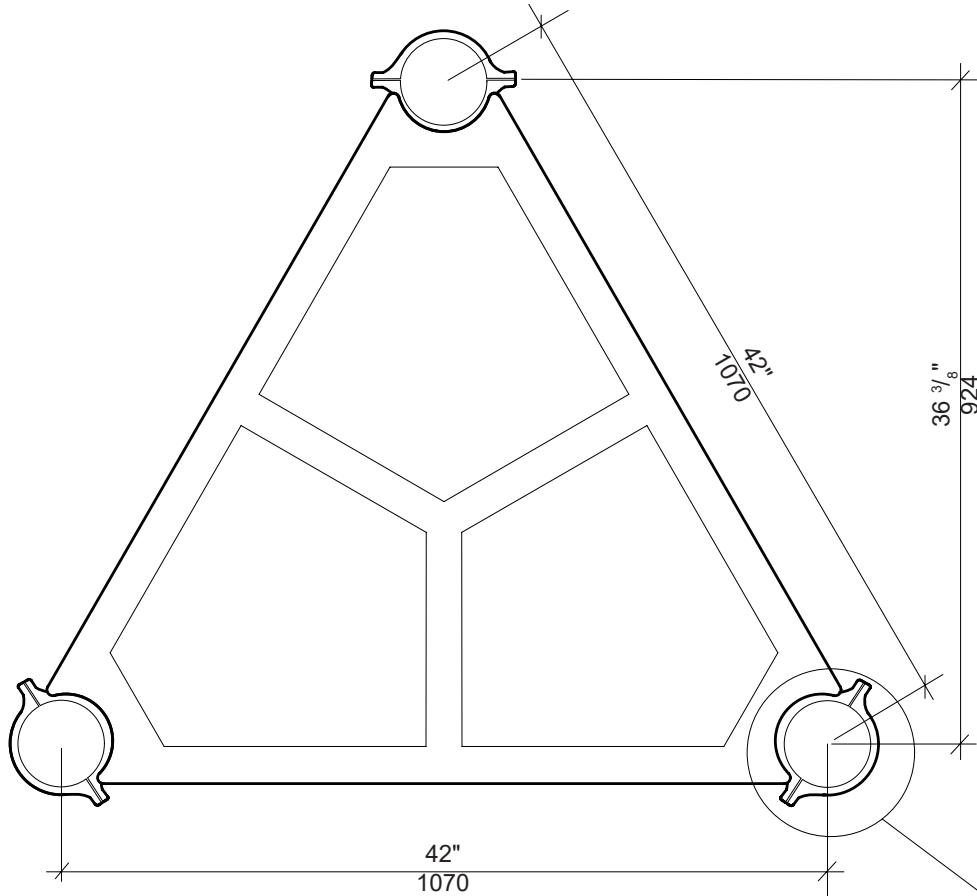
PART NUMBER	DESCRIPTION	QTY.
223098	Master Seal Washer 1/2i ID x 1i OD	16
171010	ALIGNMENT TUBE	4
148081	THD ROD 3/8X4 1/2 SST	8
100353	FLG NUT 6LP 3/8-16 SST	16

## Installation Instructions

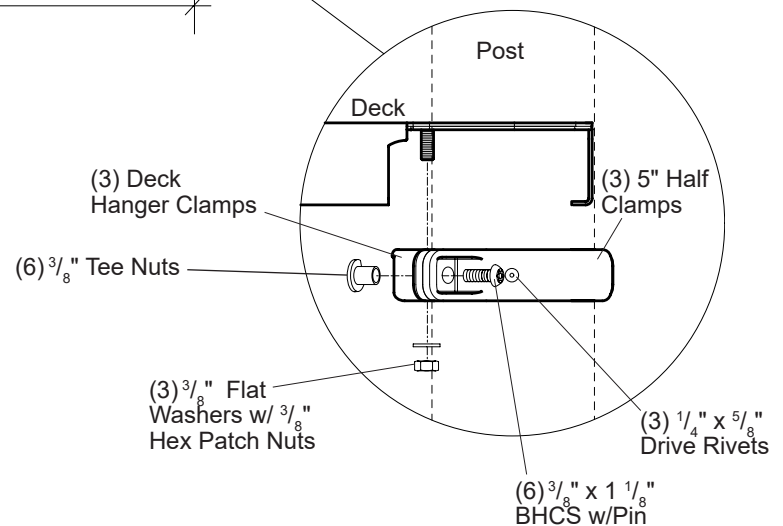
- Assemble structure following steps and details shown. Use 2D layout as a reference; may include elevations and bury depths.
- Install protective surfacing before users are allowed to play on the structure.

Approx. Weight: 653 lbs

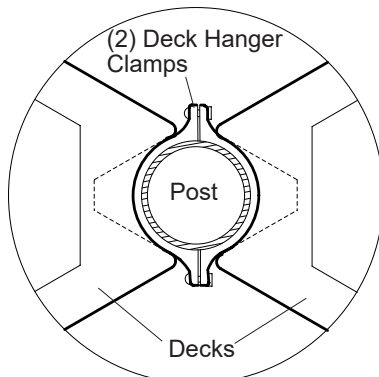
## Custom 64"-96" Tri-Deck Curved Posts, DB Sheet 6 of 67



**DETAIL  
DECK HANGER CLAMP**



**DETAIL**



**Configuration  
for Back to Back  
Decks at Same  
Height.**



# PlayBooster® 111231 Triangular Tenderdeck

## Parts List

Part#	Description	Qty.
145657	Tri-Deck, Specify Color .....	1
105327	5" Half Clamp, Specify Color .....	3
106022	Deck Hanger Clamp, Specify Color .....	3
100198	$\frac{3}{8}$ " x 1 $\frac{1}{8}$ " BHCS w/Pin, SST .....	6
100321	$\frac{3}{8}$ " Hex Patch Nut, SST .....	3
100351	$\frac{3}{8}$ " Tee Nut, SST .....	6
100362	$\frac{3}{8}$ " Flat Washer, SST .....	3
100610	$\frac{1}{4}$ " x $\frac{5}{8}$ " Drive Rivet, AL/SST .....	3

Triangular Deck: Flange formed from 12 GA (.105") sheet steel conforming to ASTM A1011. Standing surface is perforated with  $\frac{5}{16}$ " diameter holes. Deck face has (4) slotted holes for face mounting components. The size measures 2  $\frac{5}{8}$ " x 37  $\frac{3}{4}$ ". Finish: TenderT<sup>TM</sup>

Deck Hanger  
Clamp Assembly: Cast aluminum. Finish: ProShield®, color spec-

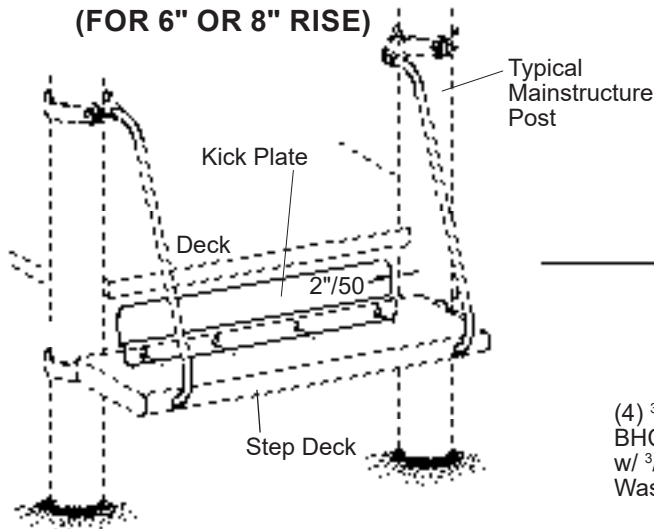
Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see

Installation Time: Approx.  $\frac{1}{2}$  man hour  
Weight: 61 lbs.

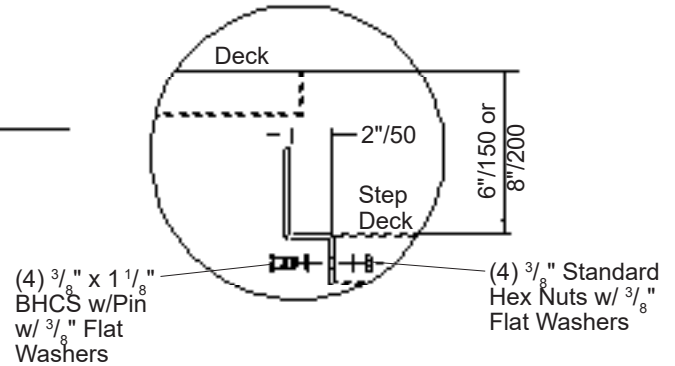
## Installation Instructions

- 1) Mark posts for the appropriate height of the deck you are installing.
- 2) Fasten deck hanger clamps to marked position on posts. See Detail on the front of this sheet.
- 3) Lift deck assembly into position, lining up stud underneath deck with deck hanger clamp as shown. Attach using  $\frac{3}{8}$ " hex patch nuts with  $\frac{3}{8}$ " flat washers. With deck level and posts plumb, final tighten all hardware.
- 4) Install  $\frac{1}{4}$ " x  $\frac{5}{8}$ " drive rivets in all 5" half clamps. Refer to the Typical Offset Hanger Clamp Spec Sheet.
- 5) After attachment of enclosures and components is complete, pour concrete footings. Allow concrete footings to cure a minimum of 72 hours before users are allowed to play on the structure.
- 6) Install protective surfacing before users are allowed to play on the structure.

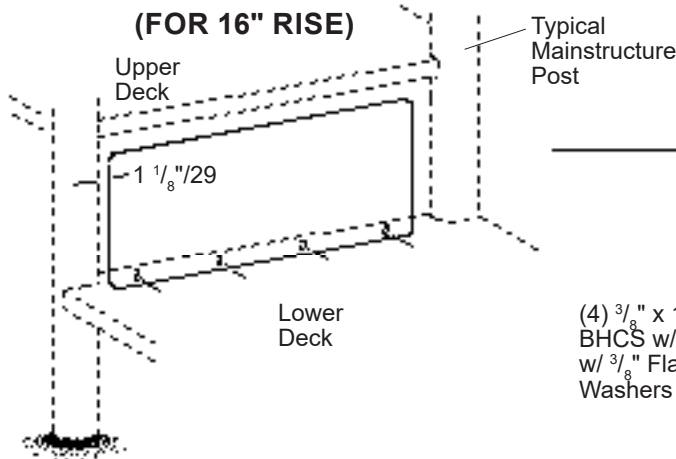
**KICK PLATE  
(FOR 6" OR 8" RISE)**



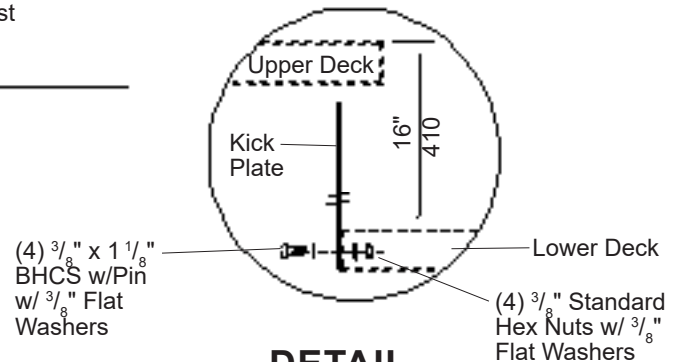
**DETAIL  
KICK PLATE ATTACHMENT  
(FOR 6" OR 8" RISE)**



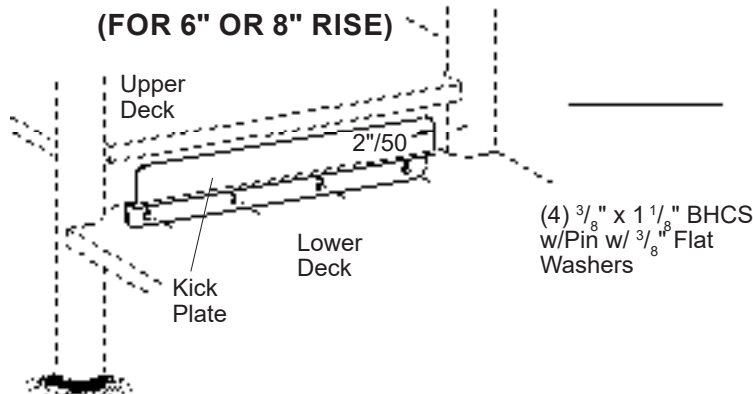
**KICK PLATE  
(FOR 16" RISE)**



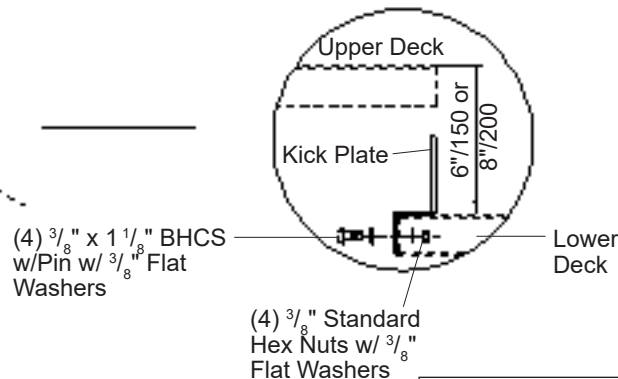
**DETAIL  
KICK PLATE ATTACHMENT  
(FOR 16" RISE)**



**KICK PLATE  
(FOR 6" OR 8" RISE)**



**DETAIL  
KICK PLATE ATTACHMENT  
(FOR 6" OR 8" RISE)**



**NOTE: Kick Plates mount to face of lower deck.**



# PlayBooster® 121948 Kick Plates, Tenderdecks, 6", 8" & 16"

## Parts List

Part#	Description	Qty.
121819	Kick Plate (For 6" or 8" Rise), Specify Color .....	1
121818	Kick Plate (For 16" Rise), Specify Color.....	1
100198	$\frac{3}{8}$ " x 1 $\frac{1}{8}$ " BHCS w/Pin, SST .....	4
100327	$\frac{3}{8}$ " Standard Hex Nut, SST .....	4
100362	$\frac{3}{8}$ " Flat Washer, SST.....	8

Kick Plate: Fabricated from 11 GA (.120") HR steel.  
Finish: TenderT<sup>™</sup>, brown or gray in color.

Fasteners: Primary fasteners shall be socketed and pinned  
tamperproof in design, stainless steel (SST) per  
ASTM F 879 unless otherwise indicated (see

Installation Time: Approx.  $\frac{1}{4}$  man hour  
Weight: Kick Plate (For 6" or 8" Rise) 13 lbs.  
Kick Plate (For 16" Rise) 23 lbs.

## Installation Instructions

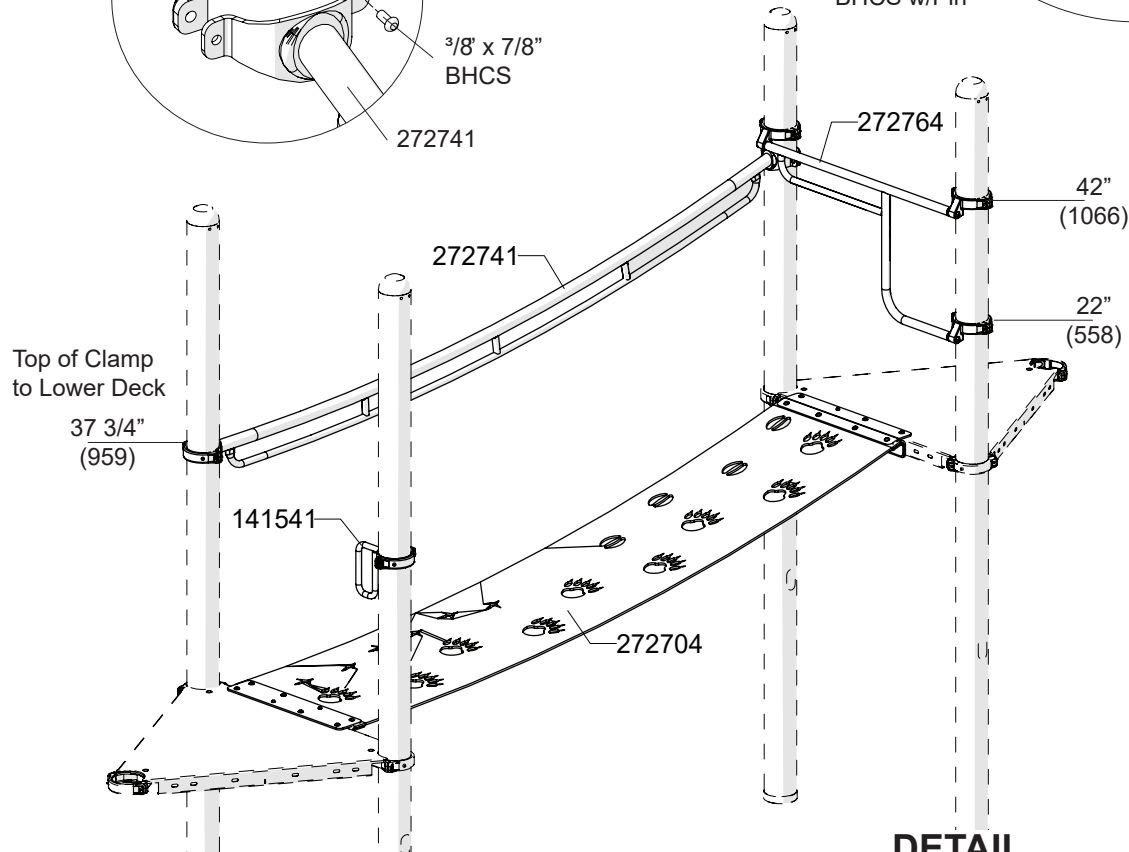
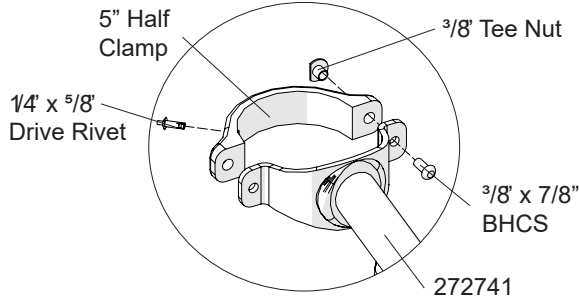
- 1) Locate kick plates as labeled on your plan drawing.
- 2) Attach kick plate using  $\frac{3}{8}$ " x 1  $\frac{1}{8}$ " BHCS w/pin with  $\frac{3}{8}$ " flat washers and  $\frac{3}{8}$ " standard hex nuts with  $\frac{3}{8}$ " flat washers, as shown. **NOTE:** *Kick plates mount to face of lower deck.*
- 3) Install protective surfacing before users are allowed to play on the structure.

## DETAIL CLAMP ATTACHMENT

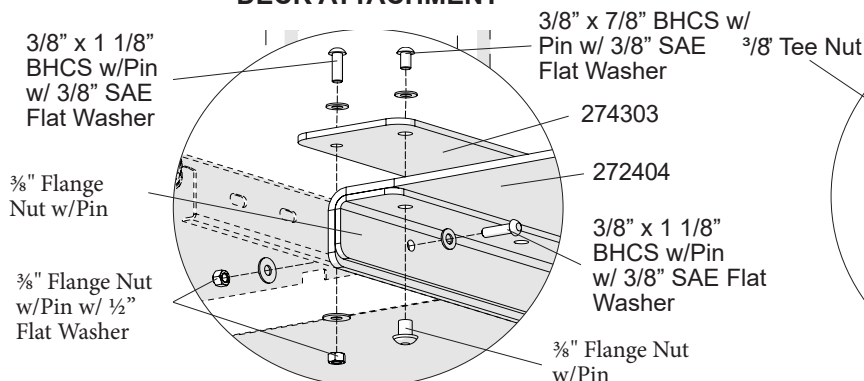
T  
Hanger Clamp  
Assembly

5/8" x 2 1/4"  
BHCS w/Pin

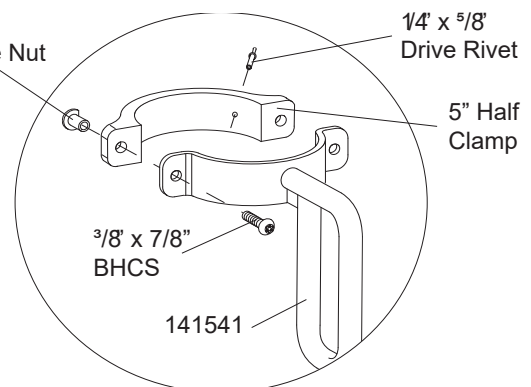
## DETAIL HANDRAIL CLAMP ATTACHMENT



## DETAIL DECK ATTACHMENT



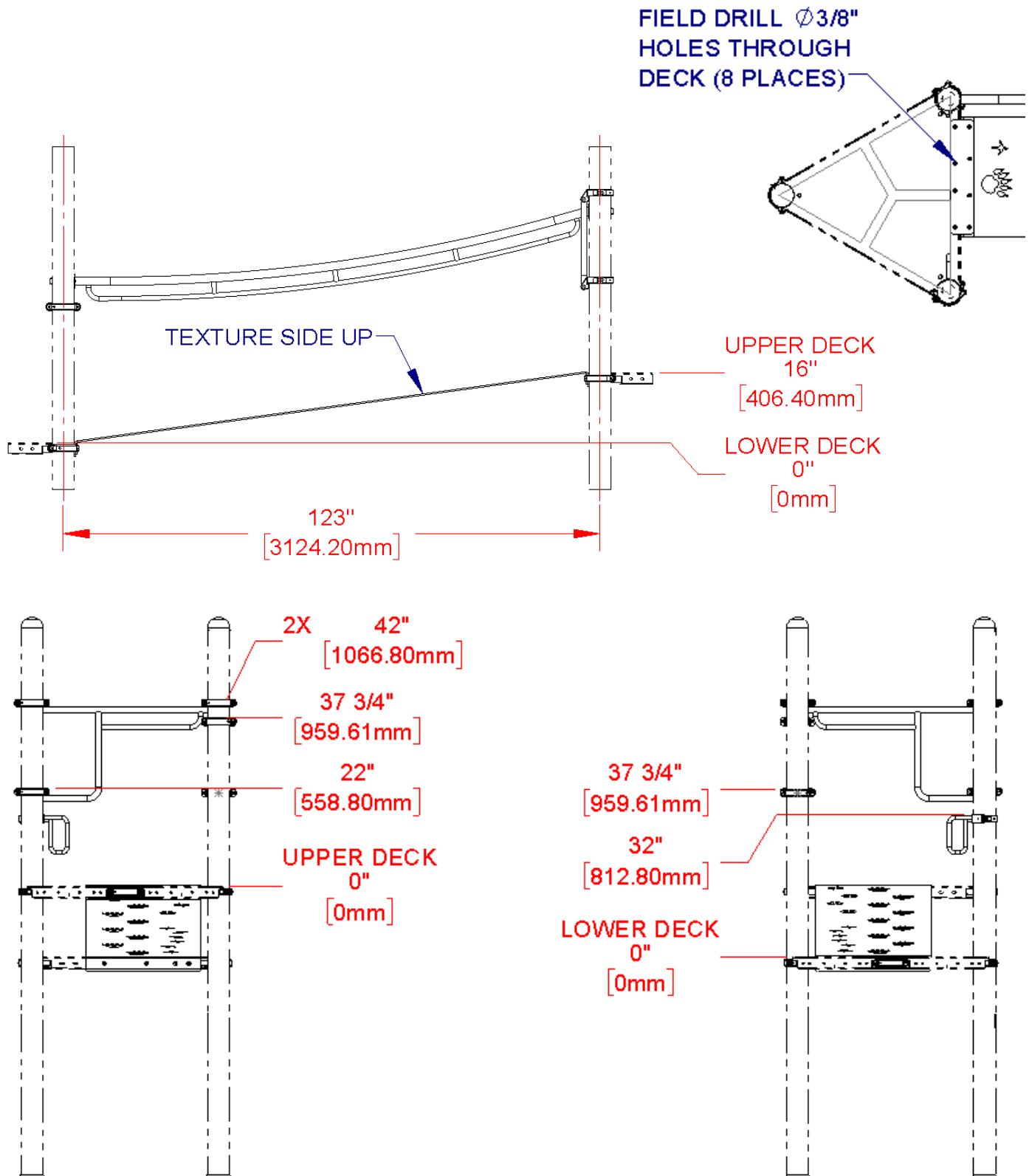
## DETAIL GRAB BAR ATTACHMENT



# Custom 123" OC Belt Bridge w/ Railing

Sheet 11 of 67





## Custom 123" OC Belt Bridge w/ Railing

Sheet 12 of 67

## Parts List

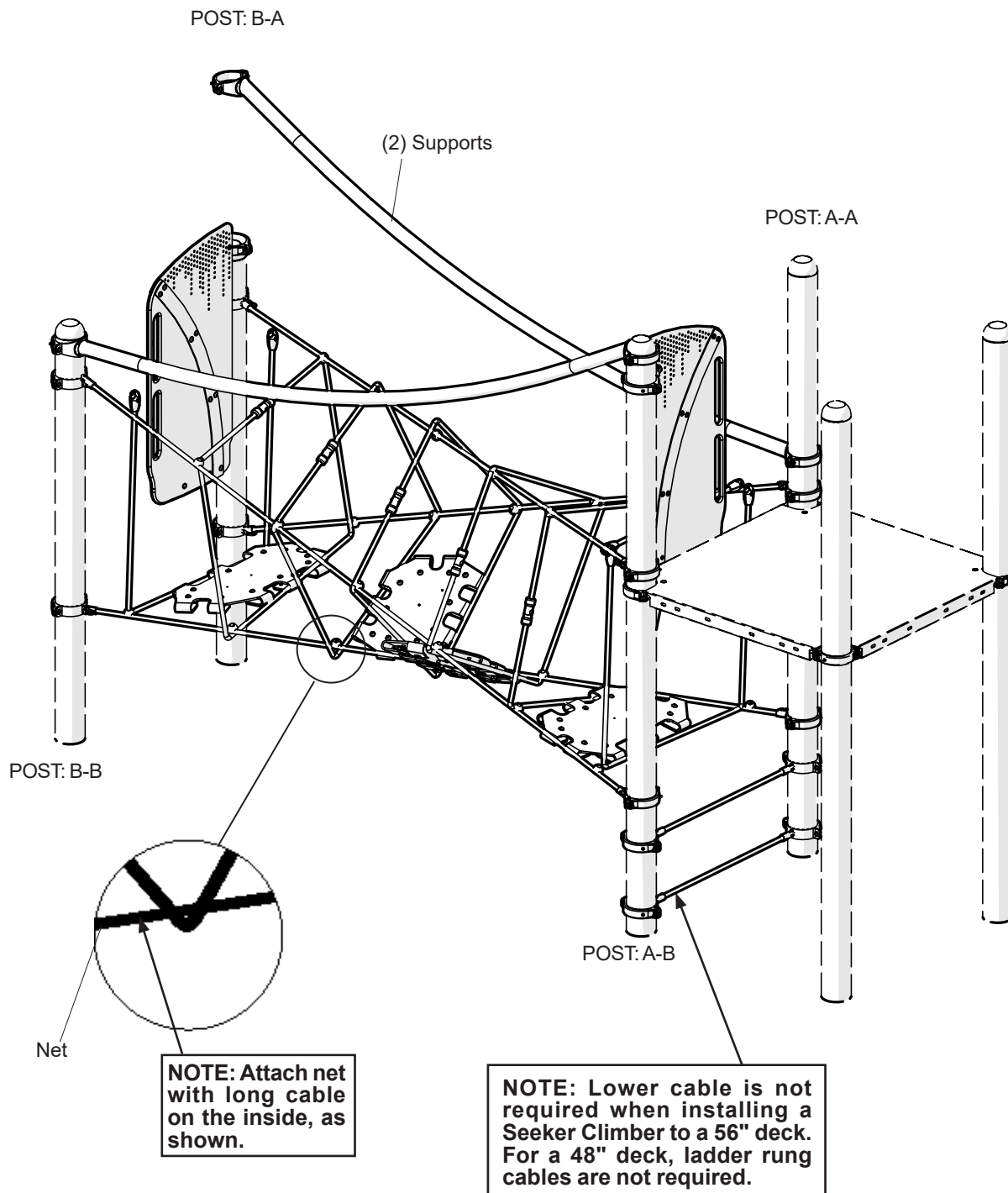
PART NUMBER	DESCRIPTION	QTY.
274305	CUST BELT BRIDGE ATCH PLATE UPPER PNT	1
274303	CUST BELT BRIDGE ATCH PLATE LOWER PNT	1
274278	CUST BELT BRIDGE 26i ATCH BRKT LH PNT	1
274277	CUST BELT BRIDGE 26i ATCH BRKT RH PNT	1
272764	CUST GRAB RAIL SIT DOWN BAR PNT	1
272741	CUST HANDRAIL 123i 16i RISE PNT	1
272704	CUST 26i WIDE 123i OC ANIMAL TRACK BELT	1
141541	GRAB BAR PVC PB	1
113729	CLAMP OFFSET 5 RAIL HGR	3
113027	BHCS 6LP 3/8x1-3/8i SST	8
105327	CLMP HALF 5 AL	5
105327	CLMP HALF 5" AL	1

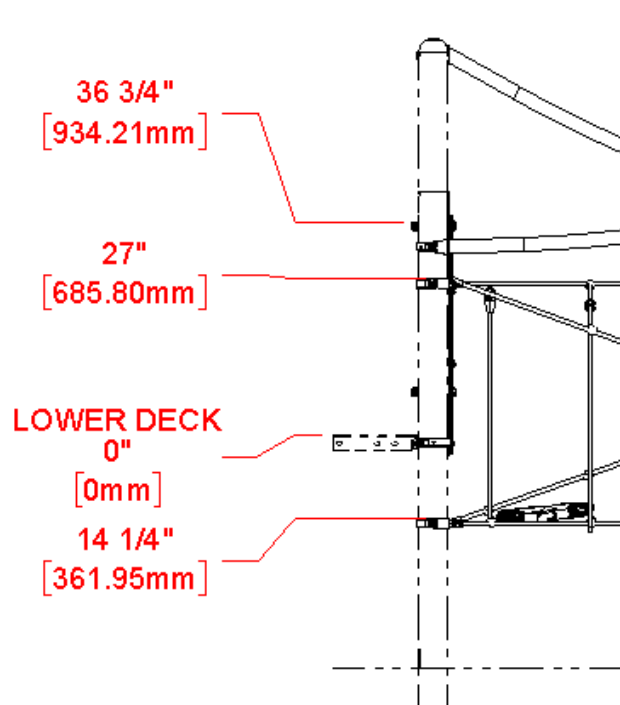
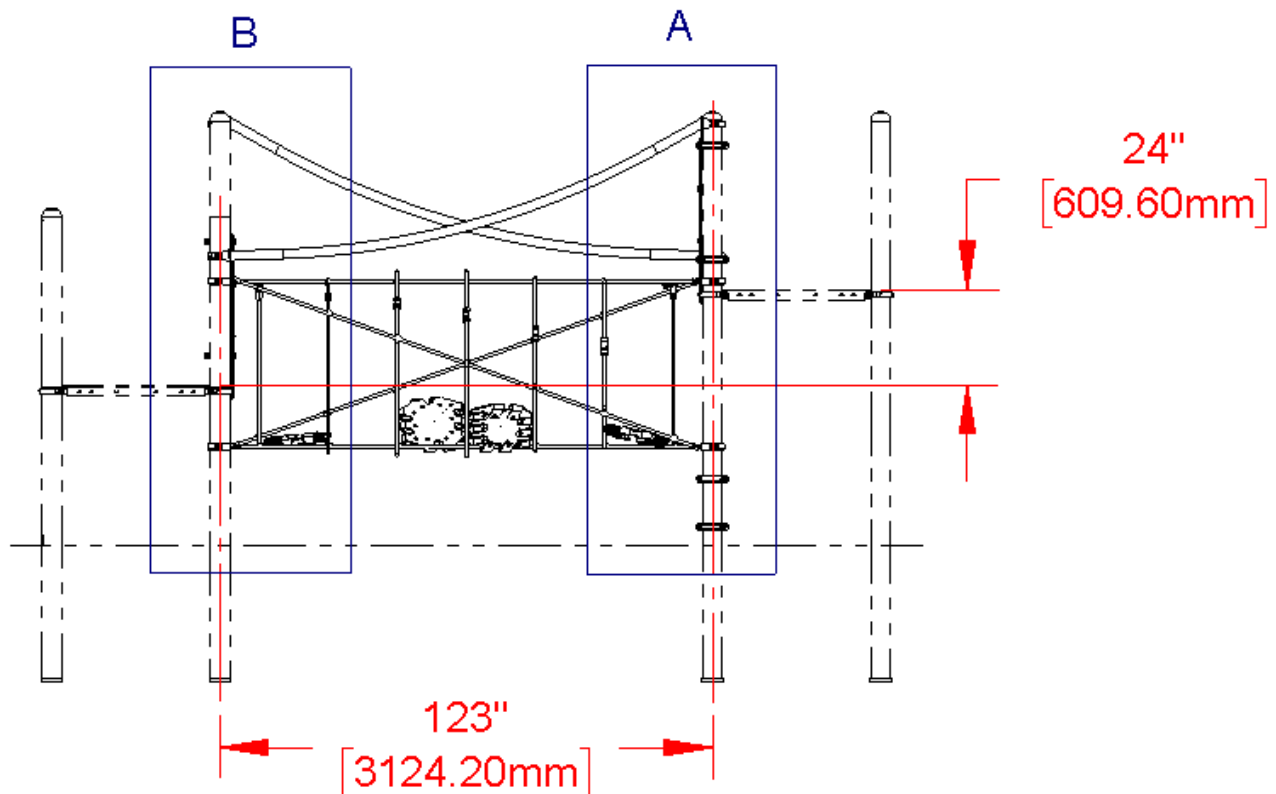
PART NUMBER	DESCRIPTION	QTY.
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	6
100365	WASHER FLAT SAE 3/8i SST	24
100362	WASHER FLAT 3/8i SST	16
100353	FLG NUT 6LP 3/8-16 SST	8
100351	MOD T-NUT 3/8-16 SST	12
100327	HEX NUT STD 3/8-16 SST	16
100203	5/8 X 2 1/4 BHCS 6LP SST W/PATCH	3
100198	BHCS 6LP 3/8x1-1/8i SST	18
100196	BHCS 6LP 3/8x7/8i SST	2
100195	BHCS 6LP 3/8x5/8i SST	8

## Installation Instructions

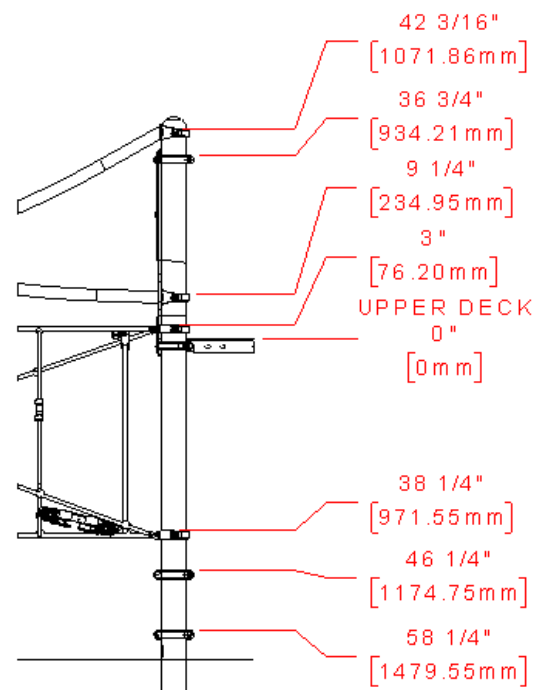
- 1) Assemble structure following steps and details shown. Use 2D layout as a reference; may include elevations and bury depths.
- 2) Mount belt and attach bent bracket to side face of upper deck.
- 3) Mount belt and attach bent bracket to side face of lower deck.
- 4) Mount attach plates to top side of belt and bolt to bent brackets.
- 5) Field drill holes in deck top face and then fasten in place.
- 6) Install protective surfacing before users are allowed to play on the structure.

**Approx. Weight:** 119 lbs



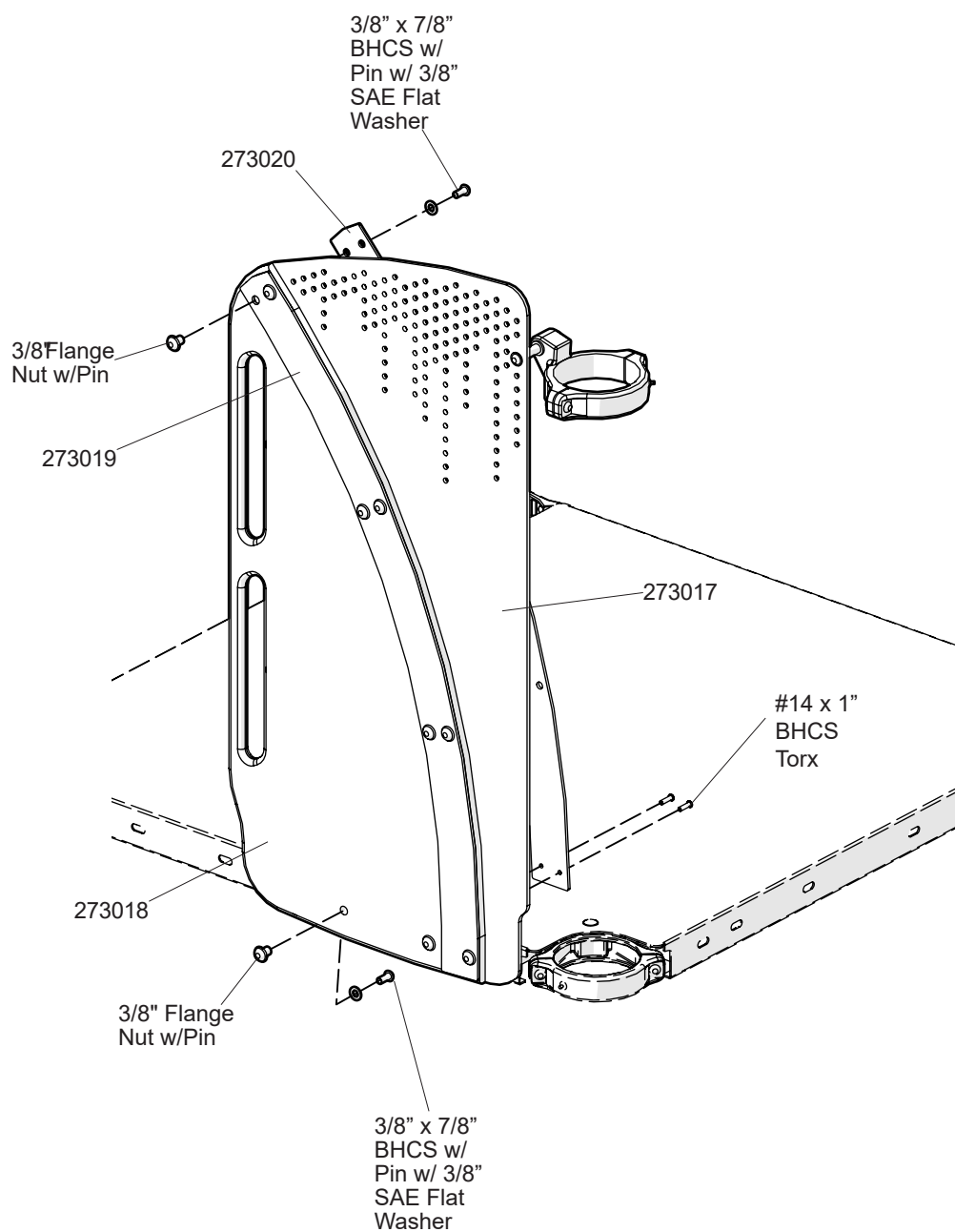


DETAIL B

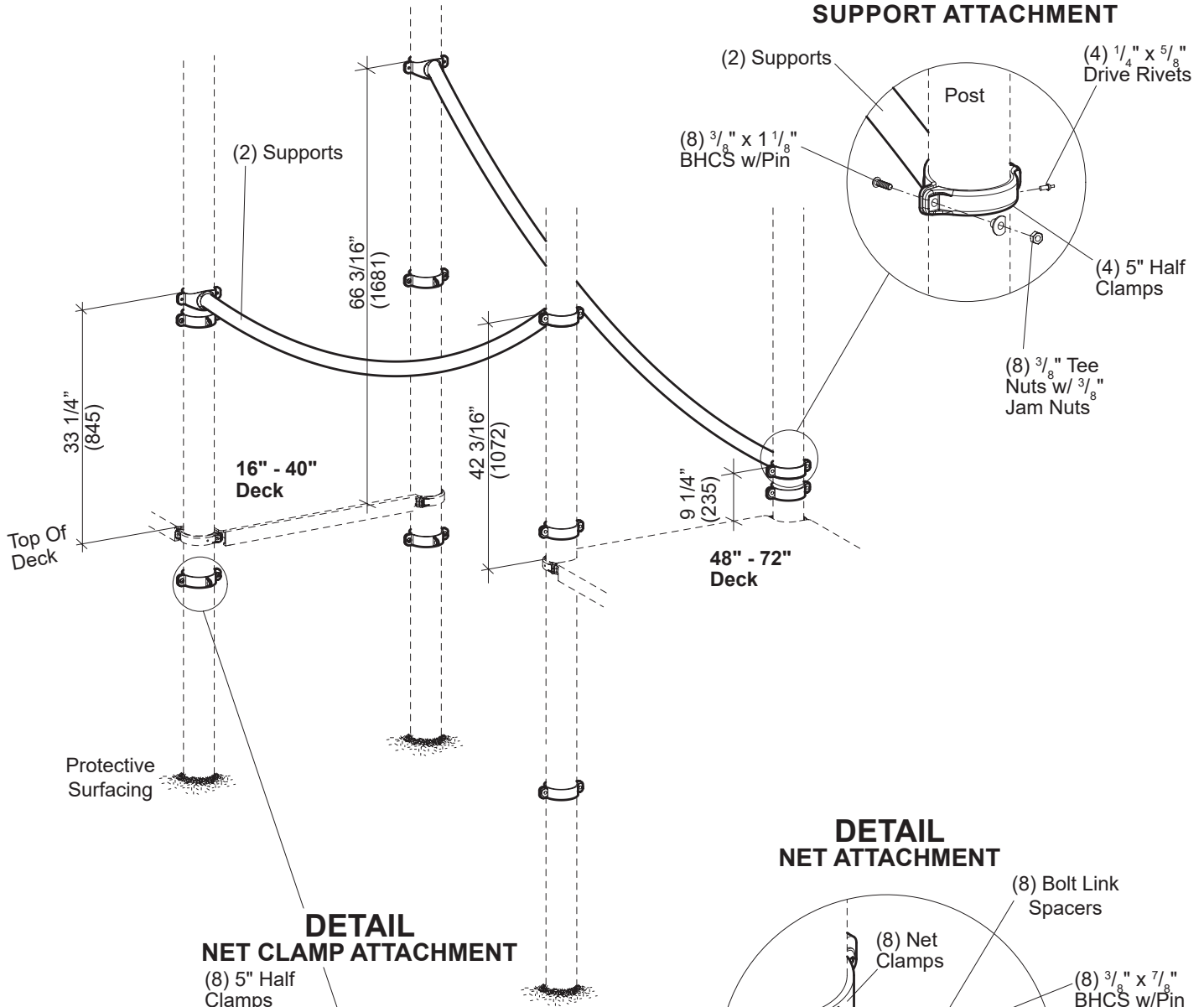


DETAIL A

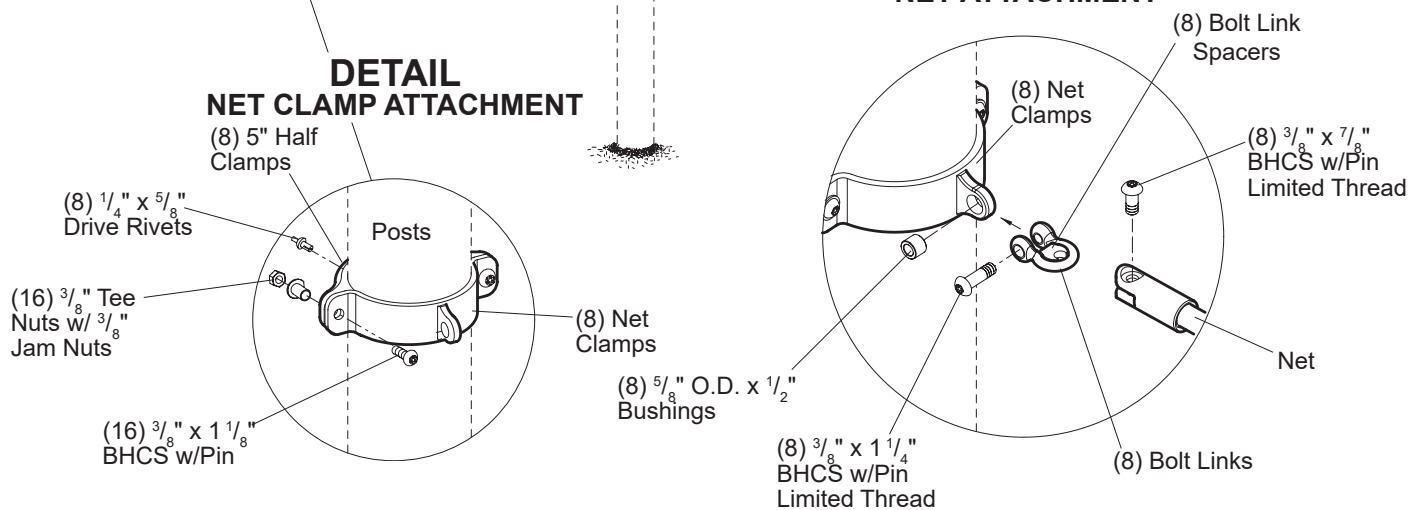
## DETAIL BARRIER ATTACHMENT



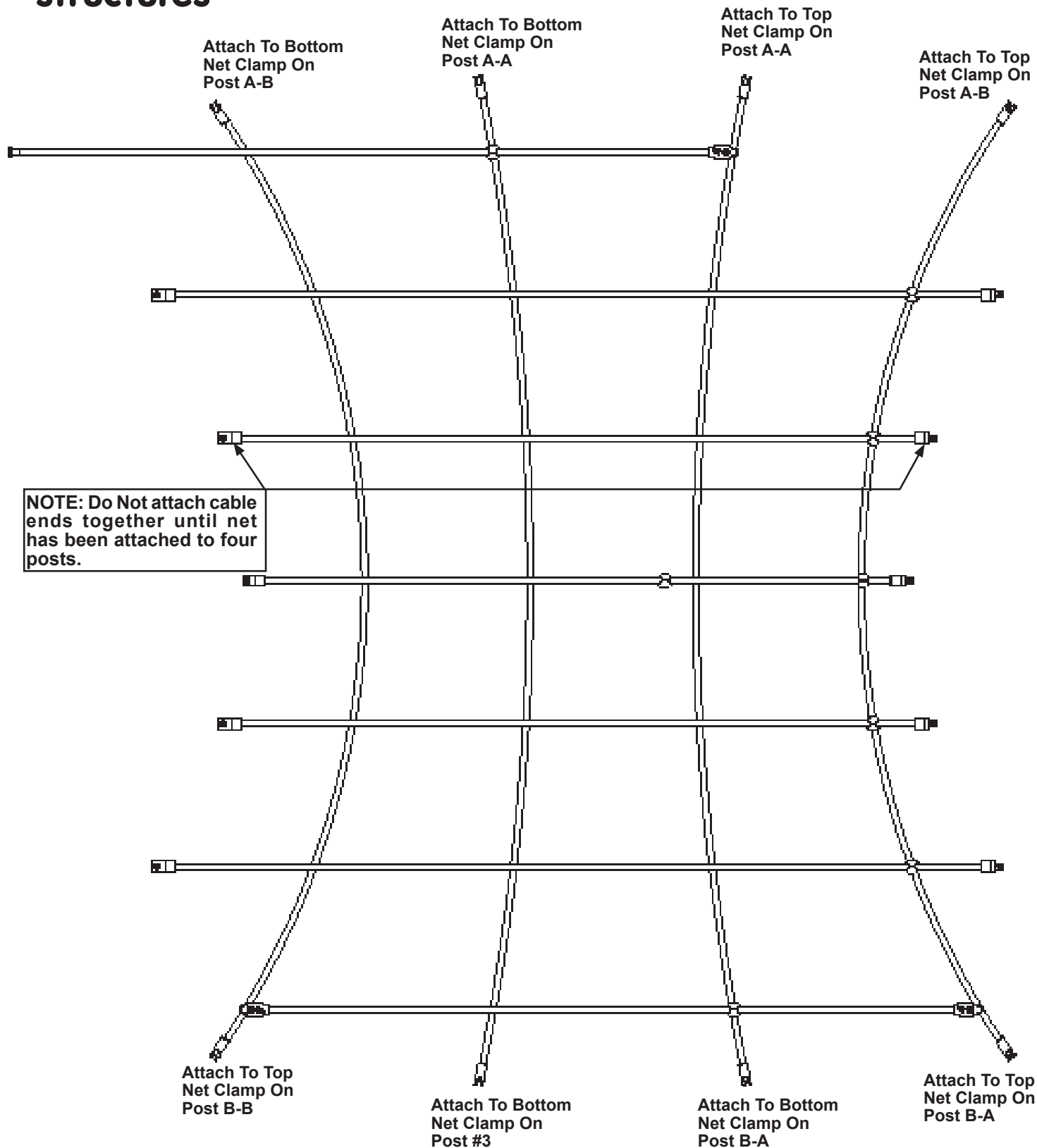
## DETAIL SUPPORT ATTACHMENT



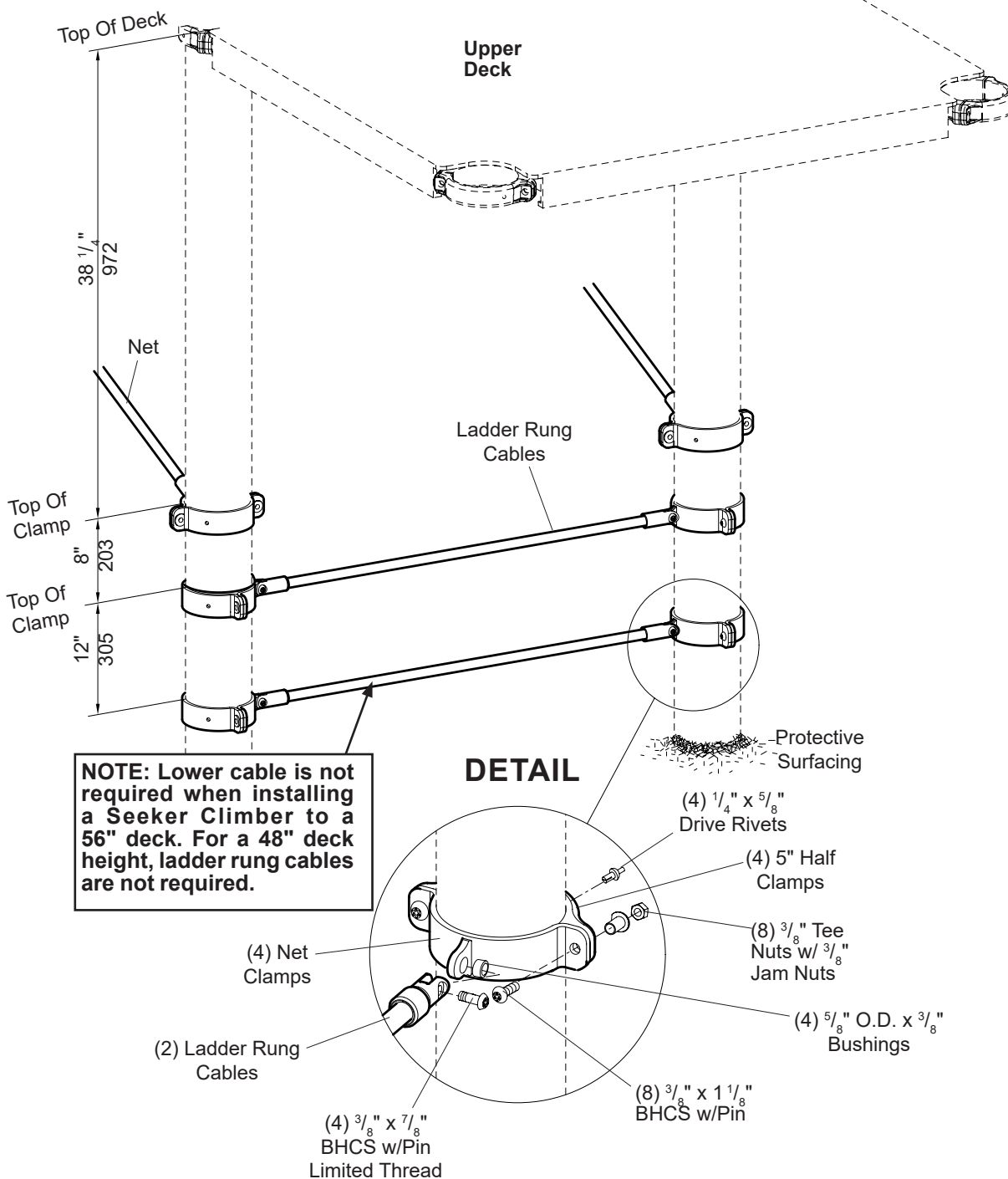
## DETAIL NET CLAMP ATTACHMENT



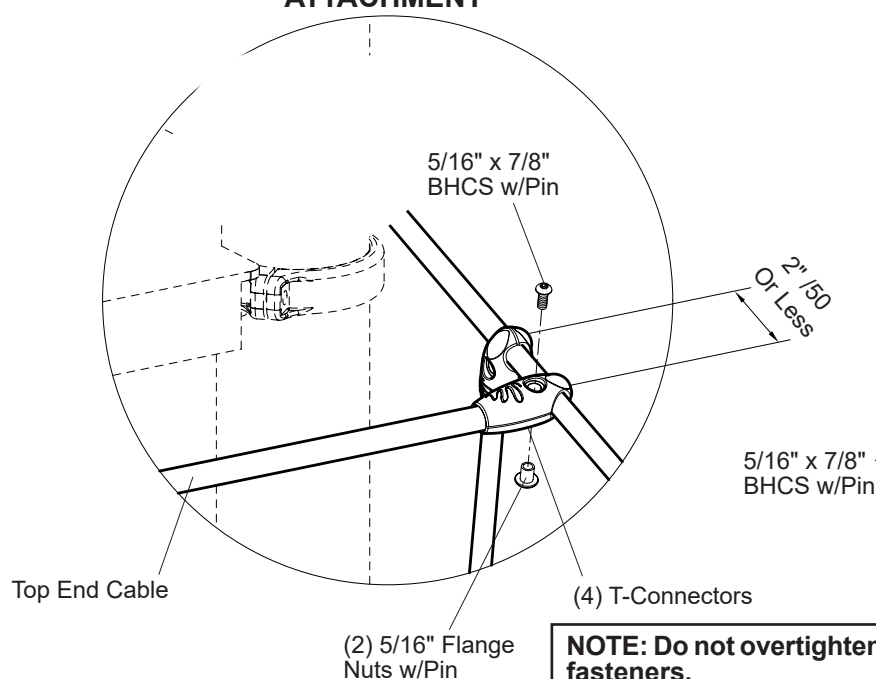




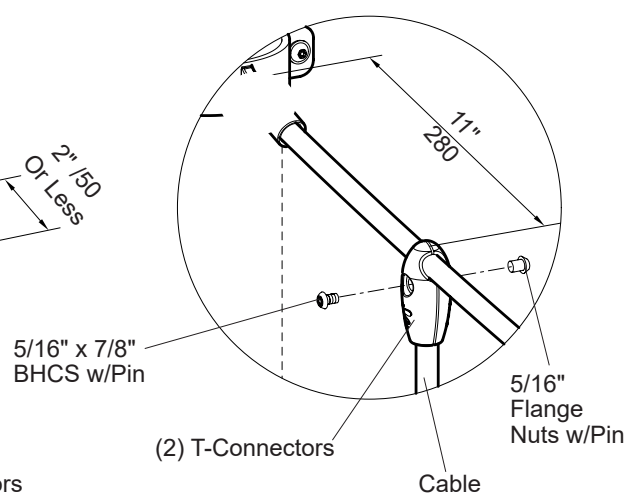
## DETAIL LADDER RUNG CABLE ATTACHMENT



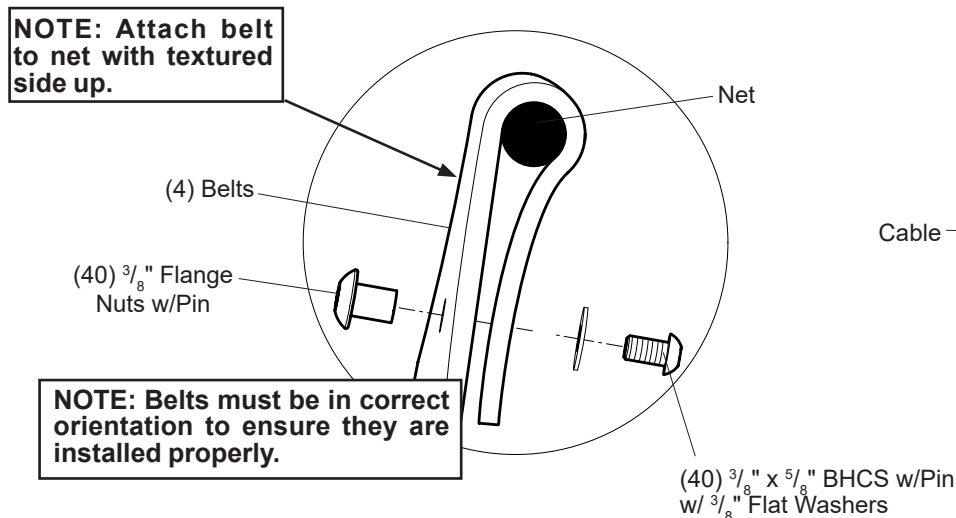
### DETAIL TOP END CABLE ATTACHMENT



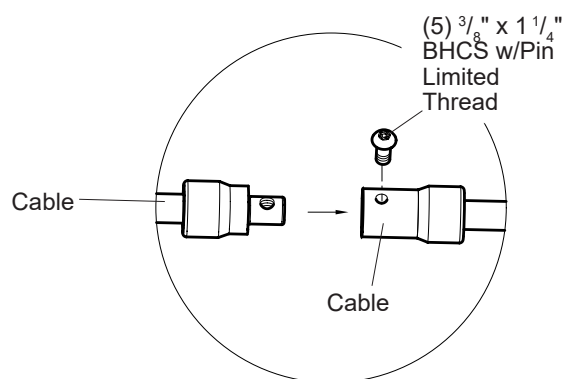
### DETAIL CABLE END ATTACHMENT



### DETAIL BELT ATTACHMENT



### DETAIL CABLE TO CABLE CONNECTION



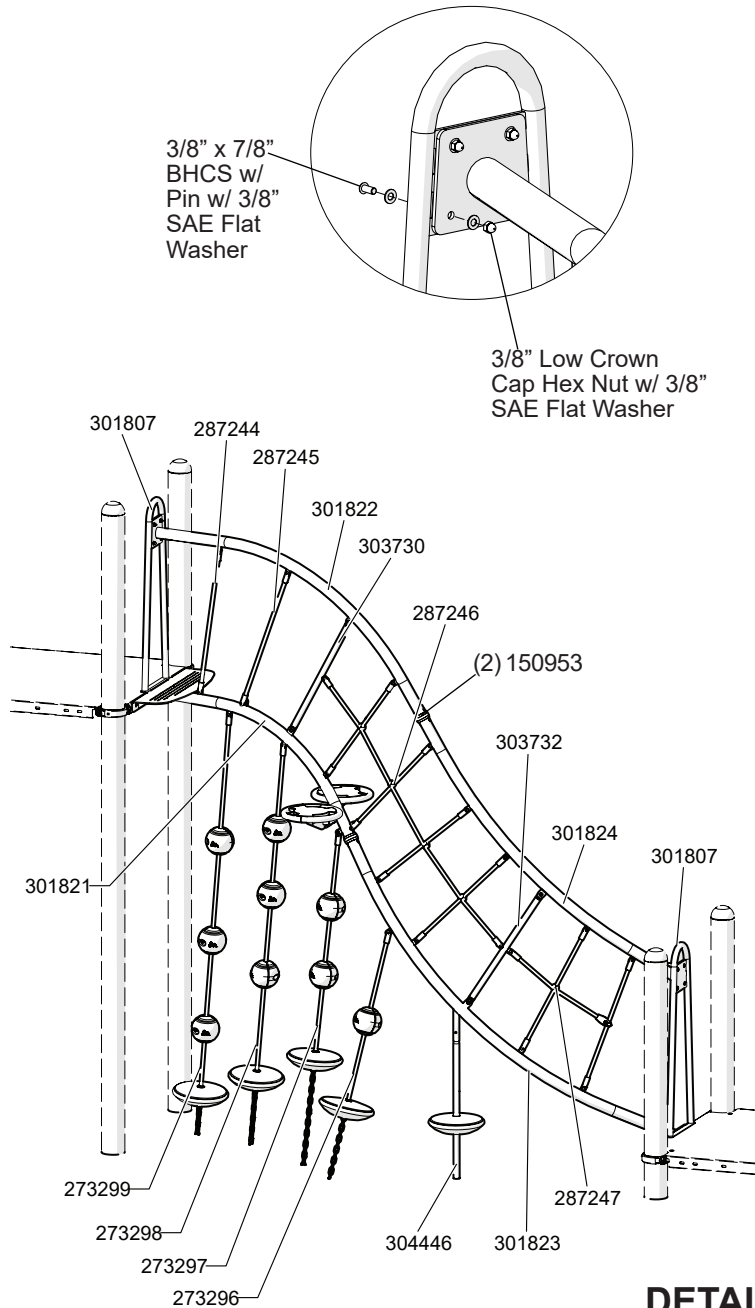
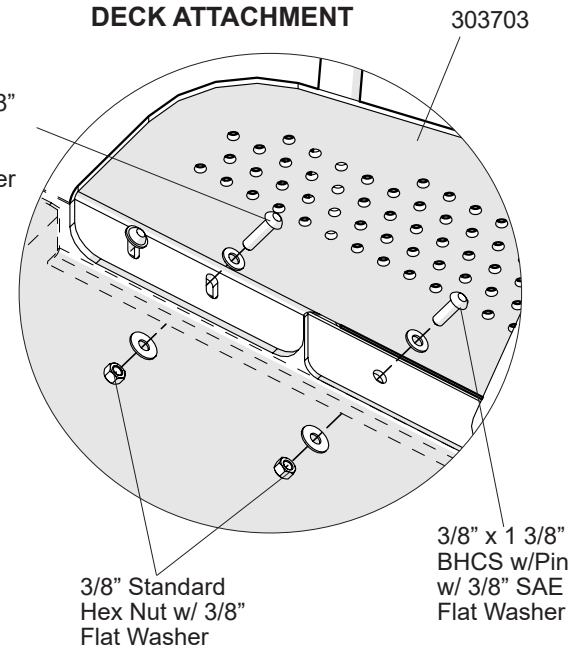
## Parts List

PART NUMBER	DESCRIPTION	QTY.
273020	CUST 3/4 HHOLD PNL ACCENT PLATE B PNT	2
273019	CUST 3/4 HHOLD PNL ACCENT PLATE A PNT	2
273018	CUST 3/4 HHOLD PNL PART B PERM	2
273017	CUST 3/4 HHOLD PNL PART A DGI	2
228424	Seeker Climber Belt Ball Knot Imme	2
228422	Seeker Climber Belt Ball Knot Oute	2
216761	#14 X 1 BHCS 6LP SST A THREAD	4
205507	LADDER RUNG CABLE	2
205506	Seeker Top End Cable	1
203696	BK SEEKER CLIMBER NET	1
196319	BOLT LINK SPACER	8
191086	T-CONNECTOR	6
190908	SEEKER CLIMBER SPRT PNT	2
175006	FLG NUT 6LP 5/16-18 SST	3
161898	PROPRIETARY NET CLMP	12
138915	BOLT LINK SST	8
132626	5/16 X 7/8 BHCS 6LP SST W/PATCH	3
128296	3/8-16 HEX JAM NUT SST	24
127463	BIT HEX TPP T-27 (TORX)	1
127179	BUSH 5/8OD X 3/8 LG SST	12
113729	CLAMP OFFSET 5 RAIL HGR	2
113468	TUBE 7/8OD X 1-11/16 PNT	2
105327	CLMP HALF 5 AL	18
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	18
100365	WASHER FLAT SAE 3/8i SST	52
100364	1/4 SAE WASHER	4
100362	WASHER FLAT 3/8i SST	40
100353	FLG NUT 6LP 3/8-16 SST	60
100351	MOD T-NUT 3/8-16 SST	36
100292	BHCS 6LP LTHD 3/8X1-1/4i SST W/PATCH (3/8" Thread)	13
100290	BHCS 6LP LTHD 3/8X7/8iSST	4
100198	BHCS 6LP 3/8x1-1/8i SST	28
100196	BHCS 6LP 3/8x7/8i SST	26
100195	BHCS 6LP 3/8x5/8i SST	40
100168	BHCS 6LP 3/8X3-1/4iSSTPAT	2

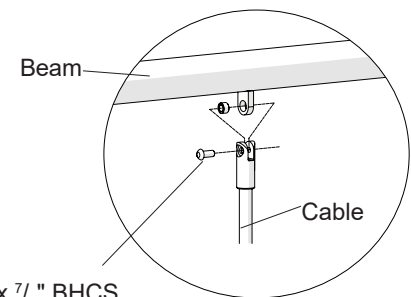
## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference.
- 2) Install protective surfacing before users are allowed to play on the structure.

**DETAIL  
DECK ATTACHMENT**

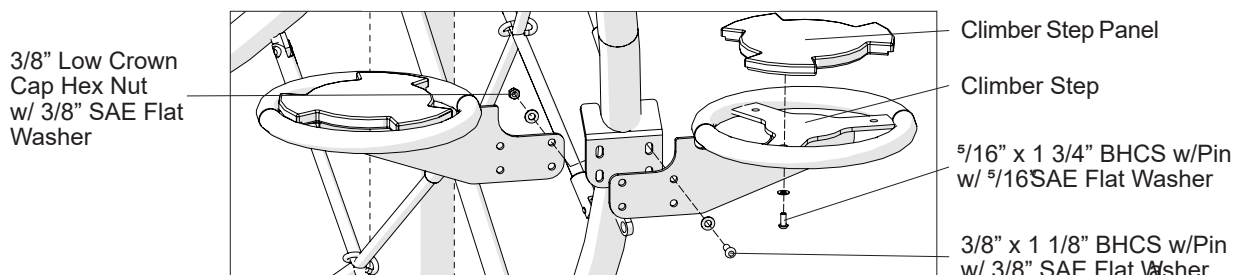


**DETAIL  
CABLE ATTACHMENT**



3/8" x 7/8" BHCS  
w/Pin Limited  
Thread w/  
5/8" OD x 3/8"  
Long Bushing

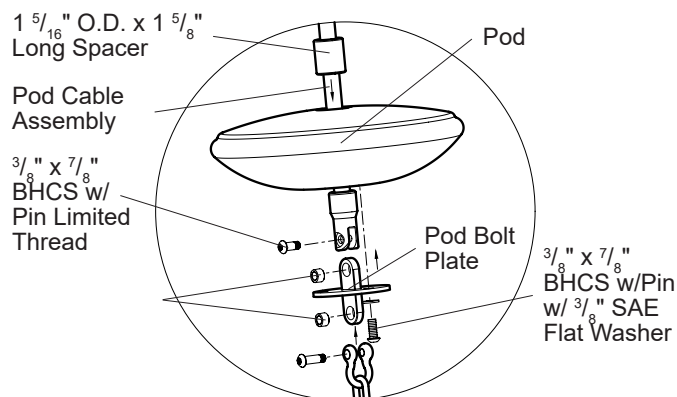
**DETAIL  
CLIMBER STEP ATTACHMENT**



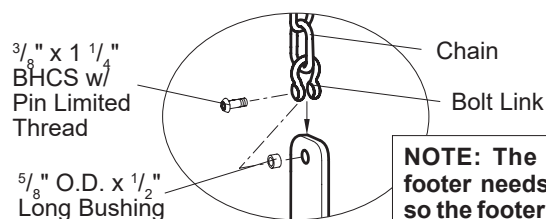
**Custom Vine Net Climber, DB**

Sheet 22 of 67

**DETAIL  
SWIGGLE STIX  
POD ATTACHMENT**

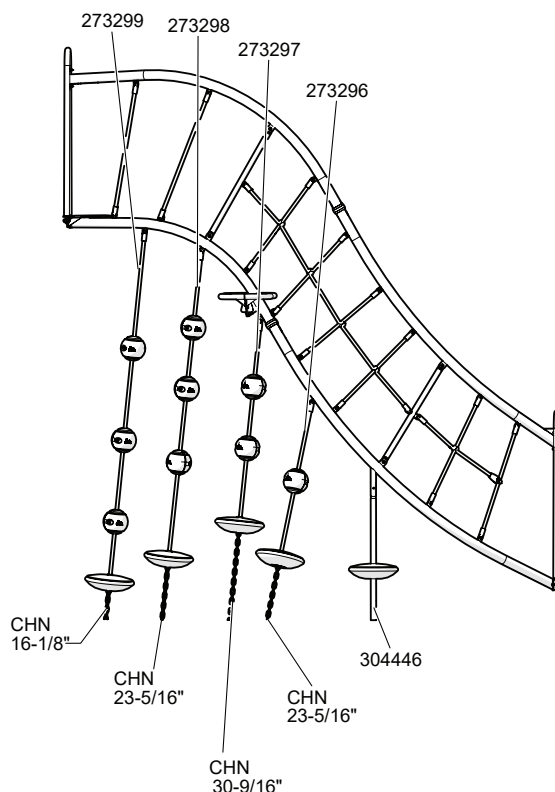
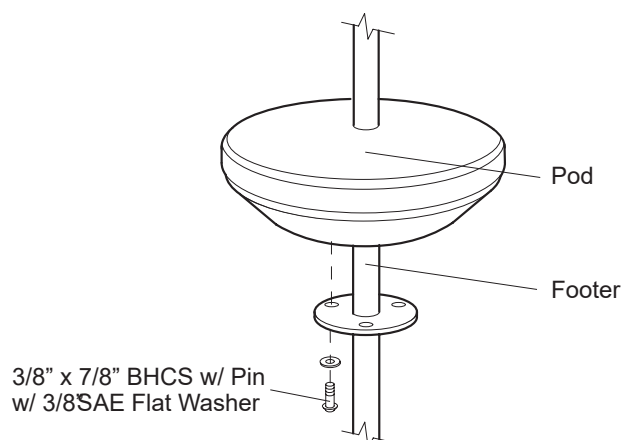


**DETAIL  
PLATE FOOTER  
ATTACHMENT**

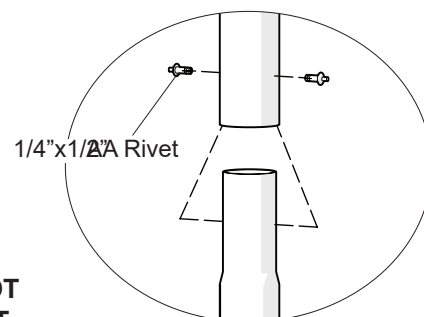


**NOTE:** The hole depth for the footer needs to be deep enough, so the footer plate doesn't contact the bottom of the hole. The weight of the concrete will force the footer plate down, tightening the cable.

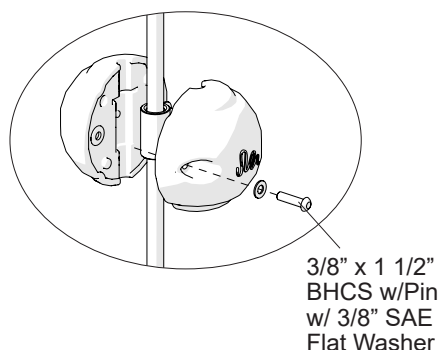
**DETAIL  
STATIONARY POD  
ATTACHMENT**



**DETAIL  
STATIONARY FOOTER  
EXTENSION ATTACHMENT**



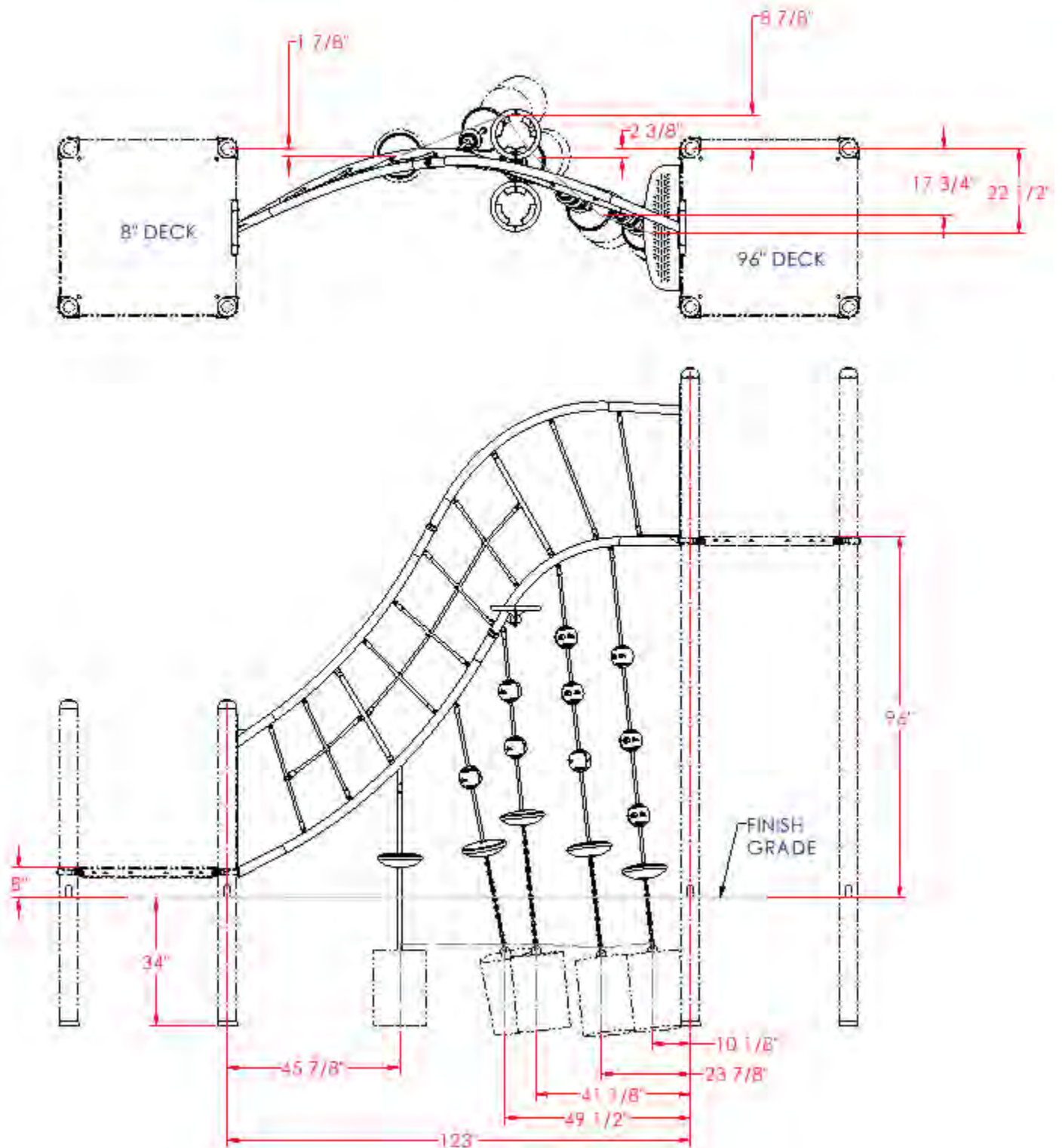
**DETAIL  
SWIGGLEKNOT  
ATTACHMENT**



**Custom Vine Net Climber, DB**

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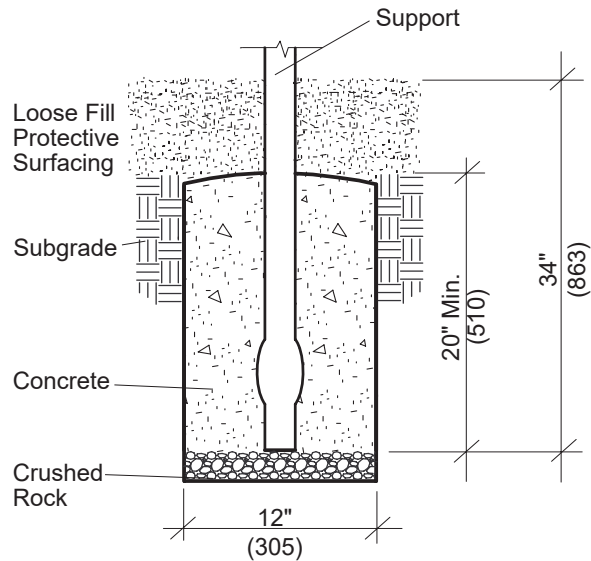


## Custom Vine Net Climber, DB

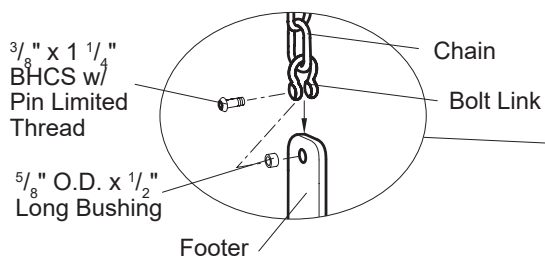
Sheet 24 of 67

## DETAIL DIRECT BURY

**IMPORTANT!** Tension ropes/  
nets before pouring concrete  
footings.



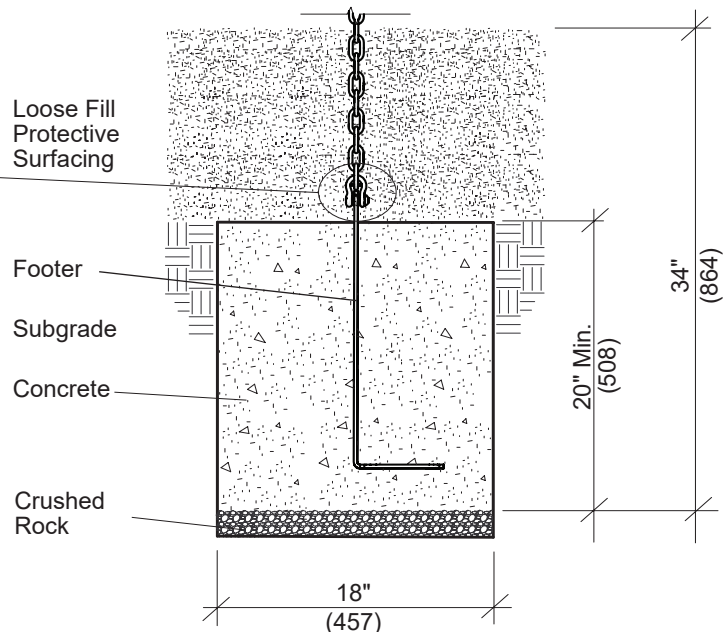
## DETAIL PLATE FOOTER ATTACHMENT



**IMPORTANT!** Tension ropes/nets before pouring concrete footings.

**NOTE:** The hole depth for the footer needs to be deep enough, so the footer plate does not contact the bottom of the hole. The weight of the concrete will force the footer plate down, further tightening the cable.

## DETAIL DIRECT BURY



## Parts List

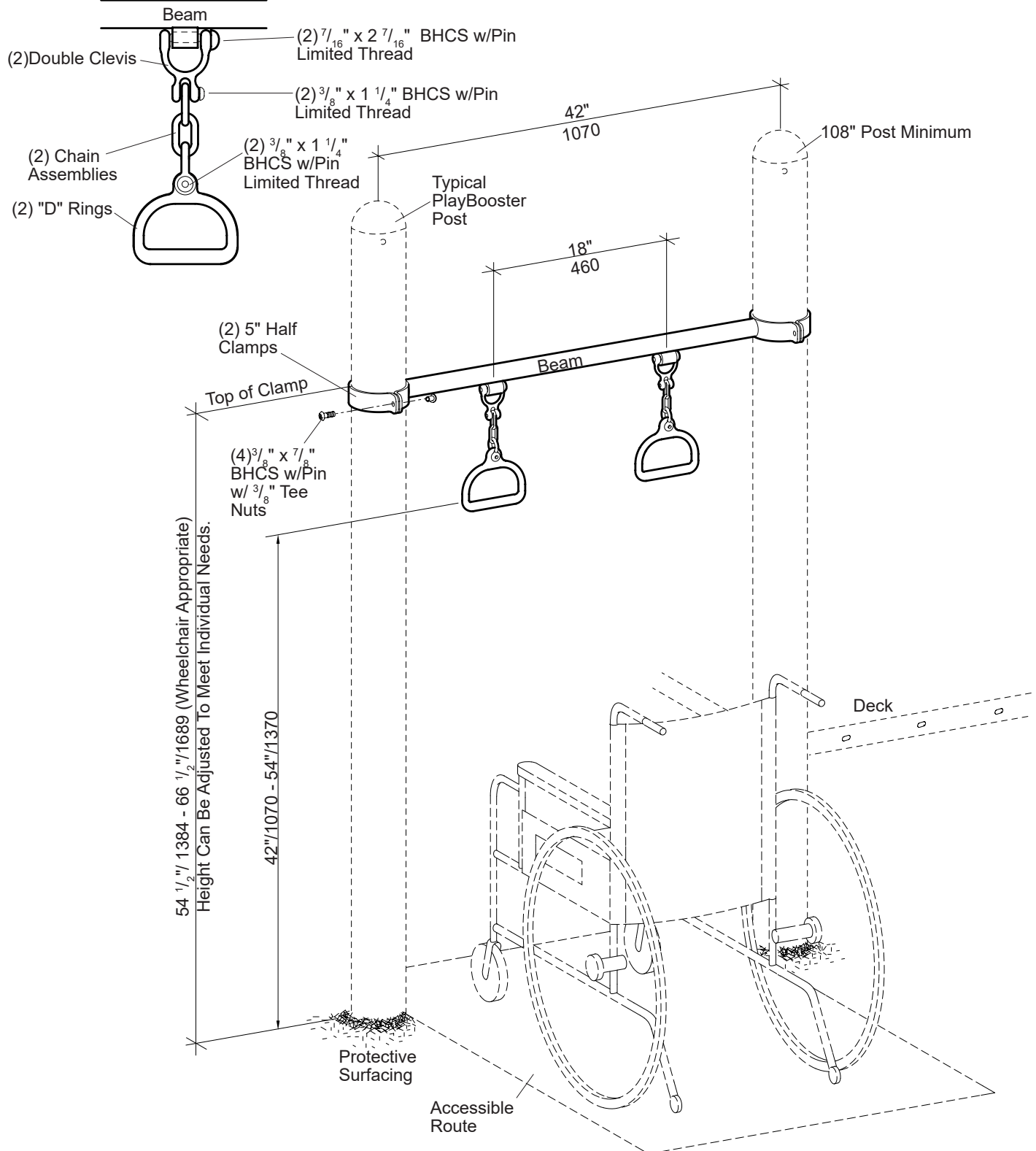
PART NUMBER	DESCRIPTION	QTY.
304446	POD FTR 65i LONG DB	1
303732	VINE CLMR SPRT	1
303730	VINE CLMR SPRT	1
303703	VINE CLMR LANDING PVC	1
303007	VINE CLMR STEP FRM	1
301824	VINE CLMR FRM	1
301823	VINE CLMR FRM	1
301822	VINE CLMR FRM	1
301821	VINE CLMR FRM	1
301807	VINE CLMR DECK FRM	2
287247	VINE NET CL LWR ROPE	1
287246	VINE NET CL MID ROPE	1
287245	VINE NET CL UPR 2 ROPE	1
287244	VINE NET CL UPR 1 ROPE	1
273299	SWIGGLE STIX POD 4 ROPE	1
273298	SWIGGLE STIX POD 3 ROPE	1
273297	SWIGGLE STIX POD 2 ROPE	1
273296	SWIGGLE STIX POD 1 ROPE	1
247871	SINGLE ROPE FOOTER HDG	4
228709	DECK CLMR 96i GRIPX STEP	2
223956	WASHER FLAT SAE 5/16i SST	6
223807	BHCS 6LP 5/16i -18 X 3/4i SST W/PATCH (for threaded inserts)	6
200441	CHN 1/4i P70 PGD, 30-9/16" 25 LINK	1
200438	CHN 1/4i P70 PGD, 23-5/16" 19 LINK	2
200435	CHN 1/4i P70 PGD, 16-1/8" 13 LINK	1
192748	CABLE BALL KNOT HALF	18
178586	SWIGGLE STIX SPACER TB	4
177932	POD BOLT PLATE	4
156962	BUSH 5/8 OD X 1/2 LG SST	8
154460	EVOS CLIMB ACROSS POD	5
150953	LADDER INSRT SLV PNT	2
148686	3/8 X 3/4 6LP SHCS SST W/PATCH	8
138915	BOLT LINK SST	8
127179	BUSH 5/8OD X 3/8 LG SST	27
113027	BHCS 6LP 3/8x1-3/8i SST	8
100609	RVT 1/4X3/16 AA (GRIP=.141/.234)	2
100365	WASHER FLAT SAE 3/8i SST	65
100362	WASHER FLAT 3/8i SST	12
100349	3/8 HEX NUT L/C CAP	12
100327	HEX NUT STD 3/8-16 SST	8
100292	BHCS 6LP LTHD 3/8X1-1/4i SST W/PATCH (3/8" Thread)	8
100290	BHCS 6LP LTHD 3/8X7/8i SST	27
100198	BHCS 6LP 3/8x1-1/8i SST	4
100196	BHCS 6LP 3/8x7/8i SST	27
100171	BHCS 6LP 3/8x1-1/2i SSTPAT	18

## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference; may include elevations and bury depths.
- 2) Install protective surfacing before users are allowed to play on the structure.

## Tree Tops™ Structure

**DETAIL**



**PlayBooster®**

**130873 Ring Pull**

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# PlayBooster® 130873 Ring Pull

## Parts List

Part#	Description	Qty.
130843	Ring Pull Beam, Specify Color .....	1
105327	5" Half Clamp, Specify Color .....	2
100610	1/4" x 5/8" Drive Rivet, AL/SST .....	2
100292	3/8" x 1 1/4" BHCS w/Pin Limited Thread, SST .....	2
108440	"D" Ring, Brown .....	2
128045	Chain Assembly, Brown .....	2
100196	3/8" x 7/8" BHCS w/Pin, SST .....	4
100292	3/8" x 1 1/4" BHCS w/Pin Limited Thread, SST .....	2
100351	3/8" Tee Nut, SST .....	4
138917	Double Clevis, SST .....	2
127068	7/16" x 2 7/16" BHCS w/Pin Limited Thread, SST .....	2

**Ring Pull Beam:** Weldment comprised of 1.660" O.D. RS-20 (.085" - .095") galvanized steel tubing and 1/4" x 1 3/4" HRS clamps. Housings for double clevis are 1 1/4" O.D. x .312" wall steel tubing. SAE 841 dry bronze bushings are pressed into housings at factory. Finish: ProShield®

**"D" Rings:** Cast from A356 aluminum alloy with a cast in place 841 bronze alloy bushing. Finish: Tender-Tu™, brown in color.

**Chain Assembly:** 5/16" Low carbon steel straight link galvanized chain, with bolt link made from grade 316 stainless steel. Finish: TenderTuff, brown in color.

**Double Clevis:** Stainless Steel.

**Half Clamp:** Cast aluminum. Finish: ProShield, color speci-

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see

**Installation Time:** Approx. 1 man hour

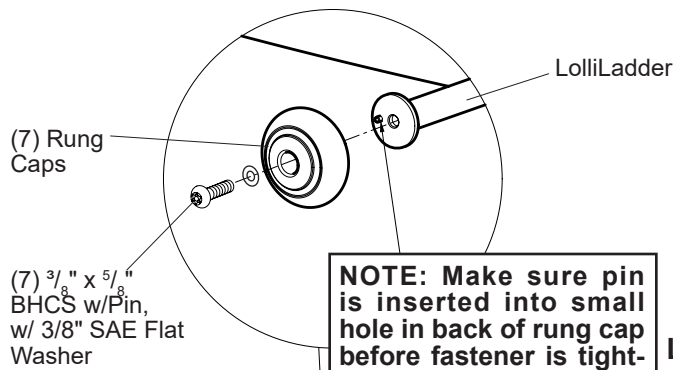
Weight: 15 lbs.

Max. Fall Height: 55" - 67" (1,40 m - 1,70 m)

## Installation Instructions

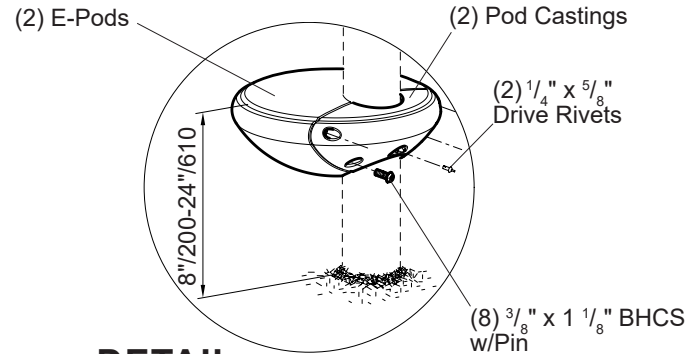
- 1) Attach double clevis to housings on beam using 7/16" x 2 7/16" BHCS w/pin limited thread bolts. Attach chain assembly to double clevis using 3/8" x 1 1/4" BHCS w/pin limited thread bolts. Attach "D" ring with bolt link to chain assembly using 3/8" x 1 1/4" BHCS w/pin limited thread bolt.
- 2) Mark posts for the appropriate height.
- 3) Lift beam into position and attach to posts using 5" half clamps, 3/8" x 7/8" BHCS w/pin and 3/8" tee nuts.
- 4) Install 1/4" x 5/8" drive rivets in all 5" half clamps. Refer to the Typical Offset Hanger Clamp Spec Sheet.
- 5) Install protective surfacing before users are allowed to play on the structure.

**DETAIL**

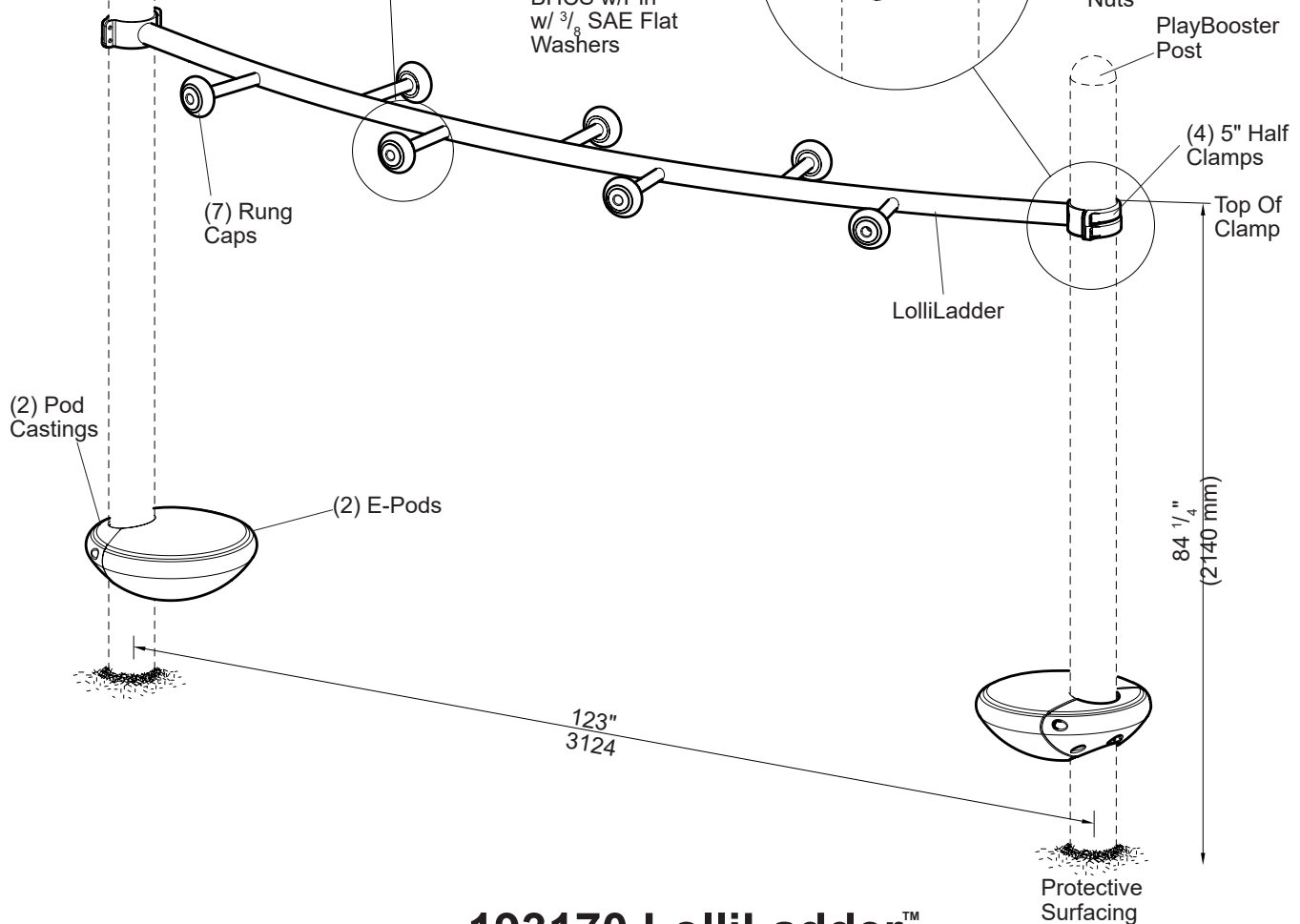
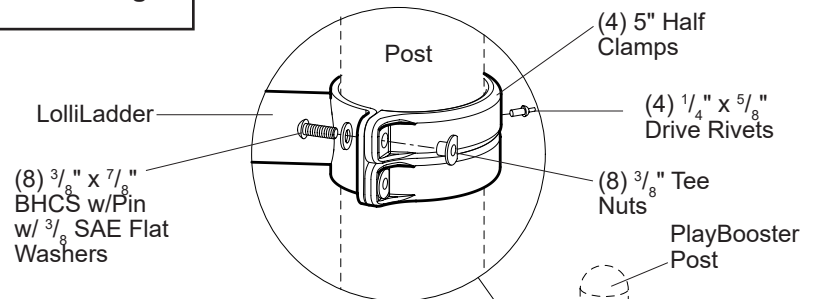


**NOTE: Make sure pin is inserted into small hole in back of rung cap before fastener is tightened.**

**DETAIL  
E-POD STEP**



**DETAIL  
LOLLILADDER ATTACHMENT**







## Parts List

Part#	Description	Qty.
100610	1/4" x 5/8" Drive Rivet, AL/SST .....	4
105327	5" Half Clamp, Specify Color .....	4
182262	Rung Cap, Black.....	7
190760	LolliLadder, Specify Color .....	1
154461	E-Pod, Specify Color.....	2
156806	Pod Casting, Specify Color .....	2
100196	3/8" x 7/8" BHCS w/Pin, SST .....	8
100195	3/8" x 5/8" BHCS w/Pin, SST .....	7
100351	3/8" Tee Nut w/Pin, SST .....	8
100365	3/8" SAE Flat Washer, SST .....	15
100198	3/8" x 1 1/8" BHCS w/Pin, SST .....	8
100610	1/4" x 5/8" Drive Rivet, AL/SST .....	2

**LolliLadder:** Weldment comprised of 1/4" (6,35 mm) stainless flat steel, 2.375" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,55 mm) wall galvanized steel tubing, and 1.315" (33,40 mm) O.D. RS20 (.080"-.090") (2,03 mm-2,29 mm) wall galvanized tubing. Finish: ProShield®, color specified.. Finish: ProShield, color specified.

**Rung Cap:** EPDM, black in color.

**E-Pod:** Rotationally molded from U.V. stabilized linear

**Pod Casting:** Fabricated from sand cast alloy 356 in accordance with ASTM B26. Finish: ProShield®, color specified.

**Half Clamp:** Cast aluminum. Finish: ProShield, color speci-

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see

**Installation Time:** Approx. 2 1/4 man hours

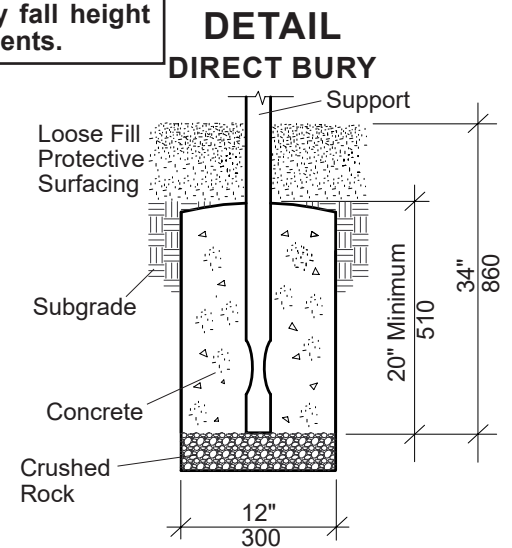
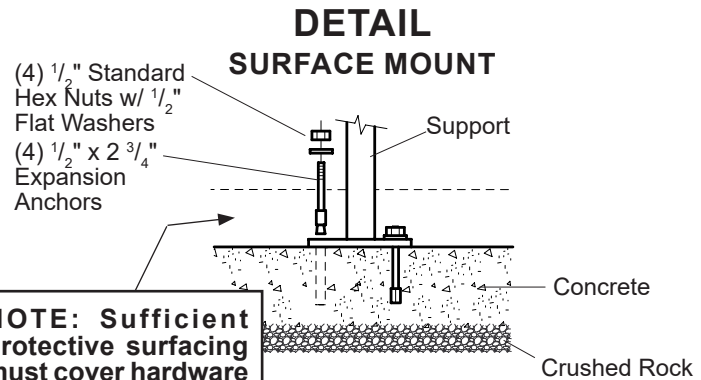
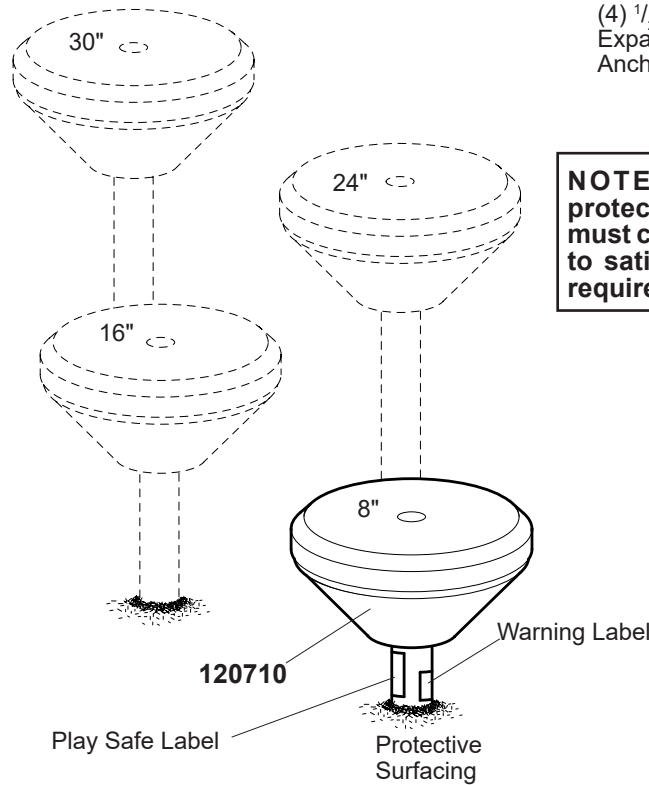
**Weight:** 81 lbs.

Max. Fall Height: 69" -72" (1,75 m-1,82 m)

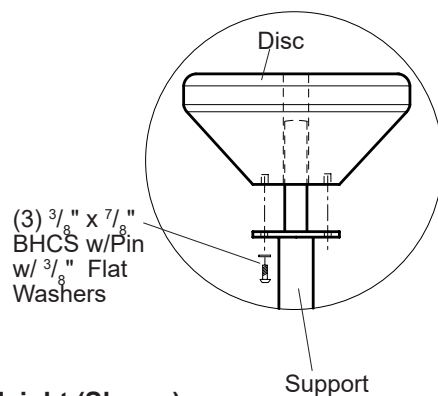
## Installation Instructions

- 1) **(Direct Bury) Refer to the Site Plan for footing locations.**
- 2) Attach rung caps to LolliLadder. Refer to Detail. **NOTE:** *Make sure pin is inserted into small hole in back of rung cap before fastener is tightened.*
- 3) Attach LolliLadder to posts at height shown. Refer to LolliLadder Attachment Detail.
- 4) Attach e-pods and pod castings to post as shown, using 3/8" x 1 1/8" BHCS w/pin. Refer to E-Pod Step Detail.
- 5) Drill through hole in pod casting and into post with a 1/4" or "F" (only) drill bit. Insert 1/4" x 5/8" rivet in hole and hammer rivet pin in until it is flush with head.
- 6) Install 1/4" x 5/8" drive rivets in all 5" half clamps. Drill through hole in 5" half clamps and into 5" post with a 1/4" or "F" (only) drill bit, insert drive rivet in hole through clamp and into post. Hammer drive rivet pin in until flush with head. Refer to the Typical Offset Hanger Clamp Spec Sheet.
- 7) Install protective surfacing before users are allowed to play on the structure.

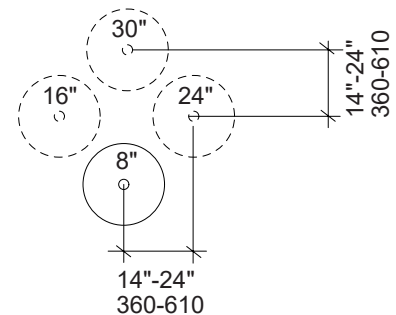




**DETAIL**  
**DISC ATTACHMENT**



**PLAN VIEW/FOOTING LAYOUT**  
(Layout Varies - See Your Plan)



- 120710 8" Height (Shown)
- 158997 10" Height
- 120711 16" Height
- 158998 20" Height
- 120712 24" Height
- 120713 30" Height

**Climbers**

**Pod Climbers**

## Parts List

Part#	Description	Qty.
126956	Disc, Specify Color.....	*
169340	Support 8" (SM), Specify Color.....	*
169339	Support 8" (DB), Specify Color.....	*
169342	Support 10" (SM), Specify Color.....	*
169341	Support 10" (DB), Specify Color.....	*
169344	Support 16" (SM), Specify Color.....	*
169343	Support 16" (DB), Specify Color.....	*
156625	Support 20" (SM), Specify Color.....	*
156627	Support 20" (DB), Specify Color.....	*
120605	Support 24" (SM), Specify Color.....	*
120601	Support 24" (DB), Specify Color.....	*
153987	Support 30" (SM), Specify Color.....	*
153988	Support 30" (DB), Specify Color.....	*
100196	$\frac{3}{8}$ " x $\frac{7}{8}$ " BHCS w/Pin, SST.....	3
100365	$\frac{3}{8}$ " Flat Washer, SST.....	3
156847	Play Safe Label, 5-12 Yrs.....	1
183064	Warning Label.....	1
100266	$\frac{1}{2}$ " x 2 $\frac{3}{4}$ " Expansion Anchor.....	4
100322	$\frac{1}{2}$ " Standard Hex Nut, SST.....	4
100363	$\frac{1}{2}$ " Flat Washer, SST.....	4

DB = Direct Bury

SM = Surface Mount

\* = Quantity Determined By Your Order

Disc: Rotationally molded from U.V. stabilized linear low density polyethylene, disc measures 14" in

Support: Weldment comprised of 1.900" O.D. RS20 (.090" - .100" Wall), 1.315" O.D. RS20 (.080" - .090" Wall) and  $\frac{3}{16}$ " x 5" diameter plate. Finish: ProShield®

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see

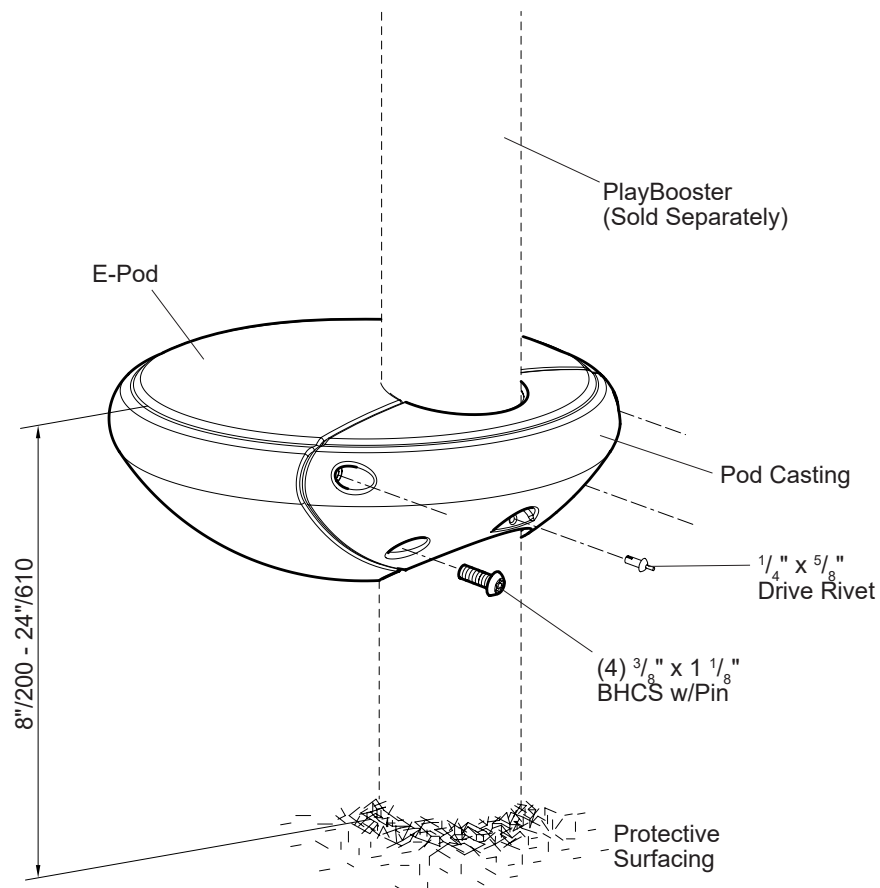
Installation Time: SM - Approx.  $\frac{1}{2}$  man hour each  
DB - Approx.  $\frac{3}{4}$  man hour each

Concrete Req.: Approx. 1.31 cu. ft. each

Weight: 8" - 12 lbs.  
10" - 13 lbs.  
16" - 14 lbs.  
20" - 15 lbs.  
24" - 15 lbs.  
30" - 16 lbs.

## Installation Instructions

- 1) **(Direct Bury)** Dig footing as shown. See your Plan View/Footing Layout.
- 2) Attach disc to support using  $\frac{3}{8}$ " x  $\frac{7}{8}$ " BHCS w/pin with  $\frac{3}{8}$ " flat washers, as shown.
- 3) **(Direct Bury)** Position support in footing hole and pour concrete footing. With support post plumb, prop support to hold in position.  
  
**(Surface Mount)** Mark anchor bolt locations on concrete slab through holes in support plate. Remove disc climber. Drill 3" deep holes on marks into concrete slab using hammer drill and  $\frac{1}{2}$ " masonry bit. Tap expansion anchors into holes and secure disc climber using  $\frac{1}{2}$ " standard hex nuts with  $\frac{1}{2}$ " flat washers.
- 4) Apply labels as shown.
- 5) Install protective surfacing before users are allowed to play on the structure.





# PlayBooster® 166809 E-pod® Step

## Parts List

Part#	Description	Qty.
154461	E-Pod, Specify Color .....	1
156806	Pod Casting, Specify Color .....	1
100198	$\frac{3}{8}$ " x 1 $\frac{1}{8}$ " BHCS w/Pin, SST .....	4
100610	$\frac{1}{4}$ " x $\frac{5}{8}$ " Drive Rivet, AL/SST .....	1

E-Pod: Rotationally molded from U.V. stabilized linear

**Pod Casting:** Fabricated from sand cast alloy 356 in accordance with ASTM B26. Finish: ProShield®, color specified.

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see

Installation Time: Approx.  $\frac{1}{4}$  man hour

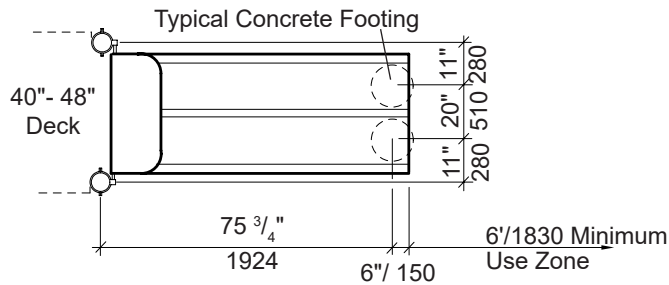
Weight: 11 lbs.

Fall Height: Pod Height

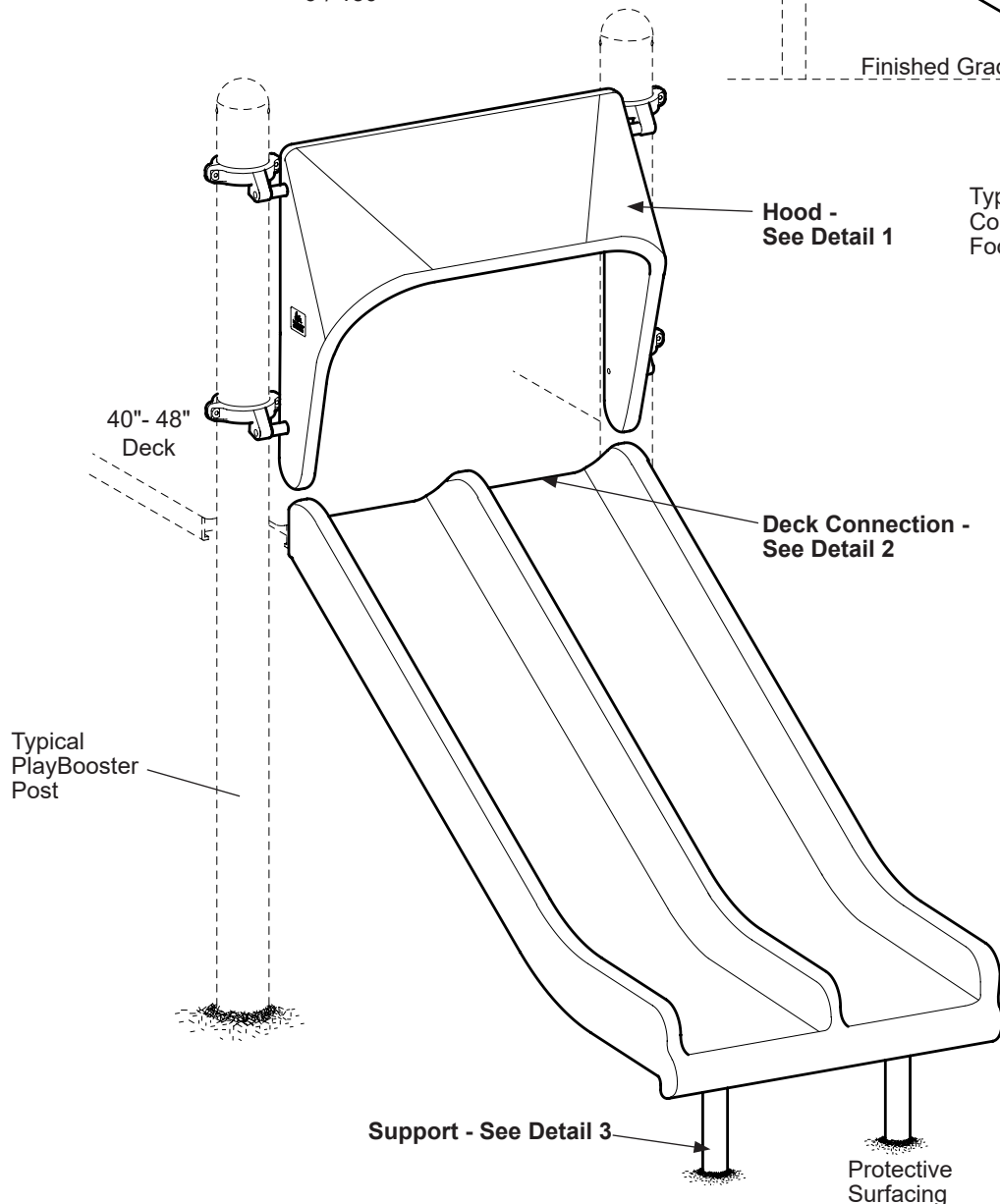
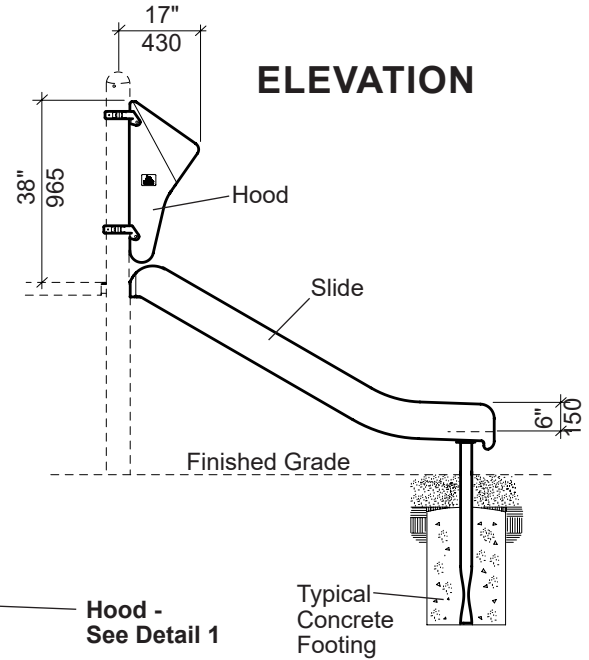
## Installation Instructions

- 1) Attach e-pod and pod casting to post as shown, using  $\frac{3}{8}$ " x 1  $\frac{1}{8}$ " BHCS w/pin.
- 2) Drill through hole in pod casting and into post with a  $\frac{1}{4}$ " or "F" (only) drill bit. Insert  $\frac{1}{4}$ " x  $\frac{5}{8}$ " rivet in hole and hammer rivet pin in until it is flush with head.
- 3) Install protective surfacing before users are allowed to play on the structure.

## PLAN VIEW/FOOTING LAYOUT



## ELEVATION





# PlayBooster® 123331 Double Slide, 40"-48"

## Parts List

Part#	Description	Qty.
127447	40"- 48" Double Slide , Specify Color .....	1
150941	Support, (DB), Specify Color .....	2
150996	Support, 40" Deck (SM), Specify Color .....	2
151003	Support, 48" Deck (SM), Specify Color .....	2
100583	40 7/16" Long Aluminum Rail, Specify Color....	1
113468	Spacer Tube, Specify Color .....	2
105327	Half Clamp, Specify Color.....	4
113729	.....	4
131987	Hood, Specify Color.....	1
132443	Rail Spacer, Specify Color .....	2
100196	3/8" x 7/8" BHCS w/Pin, SST .....	4
100362	3/8" Flat Washer, SST .....	8
100365	3/8" SAE Flat Washer, SST .....	4
100292	3/8" x 1 1/4" BHCS w/Pin Ltd. Thread Bolt, SST	4
111442	Rubber Bushing .....	4
100198	3/8" x 1 1/8" BHCS w/Pin, SST .....	8
100200	3/8" x 3 1/2" BHCS w/Pin, SST .....	2
100203	5/8" x 2 1/4" BHCS w/Pin, SST .....	2
100351	3/8" Tee Nut, SST .....	8
100362	3/8" Flat Washer, SST .....	2
100610	1/4" x 5/8" Drive Rivet, AL/SST .....	4
100266	1/2" x 2 3/4" Expansion Anchor .....	4
100322	1/2" Standard Hex Nut, SST .....	4
100363	1/2" Flat Washer, SST .....	4

DB = Direct Bury  
SM = Surface Mount

Slide: Rotationally molded from U.V. stabilized linear

Support: Weldment comprised of 2.375" O.D. RS20 (.095" - .105") galvanized steel tubing and 1/4" x 3" mounting plate. Finish: ProShield, color

Hood: Rotationally molded from U.V. stabilized linear

Rail: Extruded from 1.125" O.D. x .312" W. 6061-T6

Rail Spacer: Fabricated from 1.3125 O.D. x 16 Ga. (.065) steel tubing. Finish: ProShield, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16".

Clamp Assembly: Cast aluminum. Finish: ProShield, color speci-

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see

Installation Time: Approx. 2.5 man hours

Concrete Req.: Approx. 2.4 cu. ft.

Area Req.: 6' (1,82 m) minimum use zone at exit

Weight: 136 lbs.

Fall Height: 40" Deck (1,02 m)

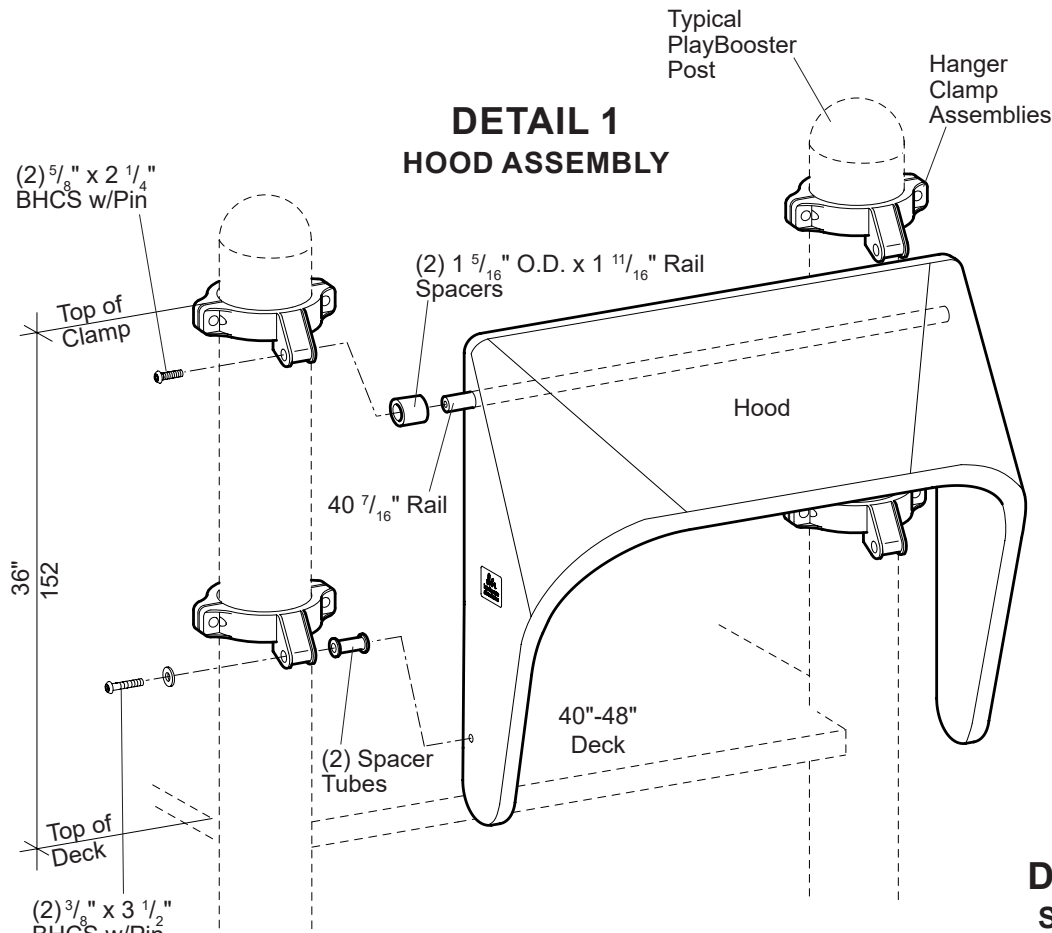
48" Deck (1,22 m)

## Installation Instructions

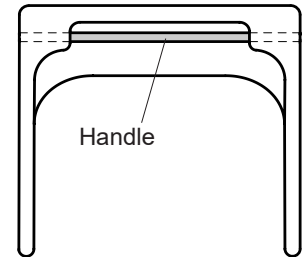
- 1) **(Direct Bury)** Dig footings spaced as shown.
- 2) Insert 40 7/16" rail through top of hood, place rail spacer tube on each end of the 40 7/16" rail and attach to posts at height shown using offset hanger clamp assemblies. Refer to the Typical Offset Hanger Clamp Spec Sheet. Fasten bottom of hood to clamps using 3/8" x 3 1/2" BHCS w/pin, 3/8" flat washers and spacer tubes. Refer to Detail 1.
- 3) Attach supports to base of slide using 3/8" x 1 1/4" BHCS w/Pin limited thread bolts, 3/8" SAE flat washers, rubber bushings and 3/8" flat washers. Refer to Detail 3. **NOTE:** Attach bolts in the center of the slots to allow for expansion and contraction. Snug bolts down only, do not over-tighten!
- 4) Attach slide to the face of the deck using 3/8" x 7/8" BHCS w/Pin with 3/8" flat washers. Refer To Deck Connection Detail 2.
- 5) Install 1/4" x 5/8" drive rivets in all 5" half clamps, refer to the Typical Offset Hanger Clamp Spec Sheet.
- 6) **(Direct Bury)** With supports plumb pour concrete footings. Allow concrete footings to cure for a minimum of 72 hours before users are allowed to play on the structure.

**(Surface Mount)** Mark anchor bolt locations on concrete slab through holes in anchor plate and remove slide. Drill 1/2" x 3" deep holes on marks into concrete using a hammer drill and 1/2" masonry bit. Tap expansion anchors into drilled holes. Reposition slide and reattach to the face of the deck following step 4. Fasten anchor plates to expansion anchors using 1/2" standard hex nuts with 1/2" flat washers.

- 7) Install protective surfacing before users are allowed to play on the structure.

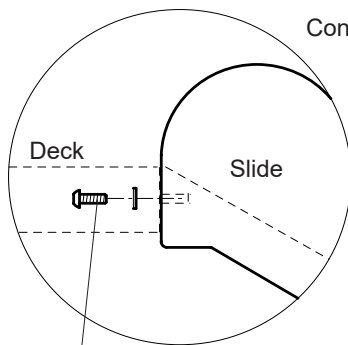


**HOOD - HANDLE DETAIL**



Deck Hgt.	Dimension
40"	A = 6"/ 150
48"	A = 11"/ 280
40"	B = 36"/ 910
48"	B = 31"/ 790

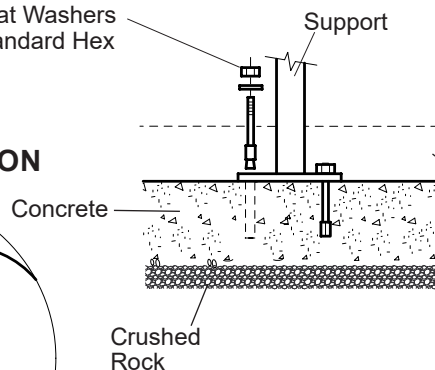
**DETAIL 2  
DECK CONNECTION**



(4)  $\frac{3}{8}$ " x  $\frac{7}{8}$ " BHCS w/Pin w/ (4)  $\frac{3}{8}$ " Flat Washers

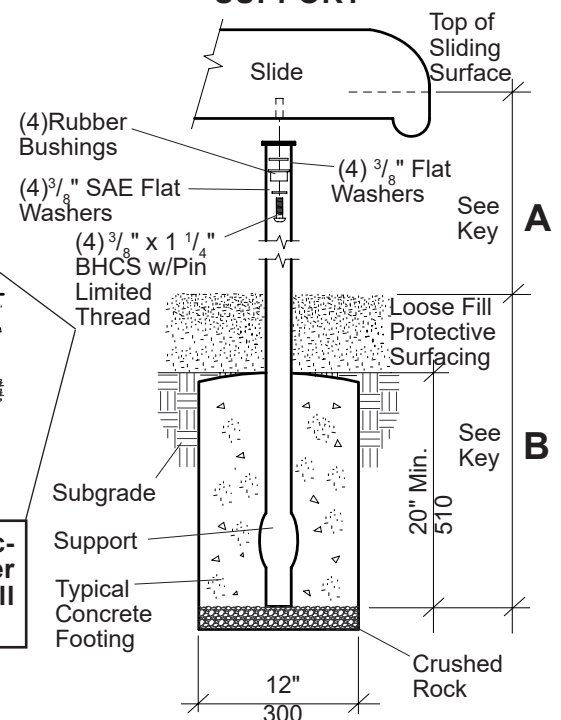
(4)  $\frac{1}{2}$ " x  $2\frac{3}{4}$ " Expansion Anchors w/  $\frac{1}{2}$ " Flat Washers &  $\frac{1}{2}$ " Standard Hex Nuts

**DETAIL  
SURFACE MOUNT**

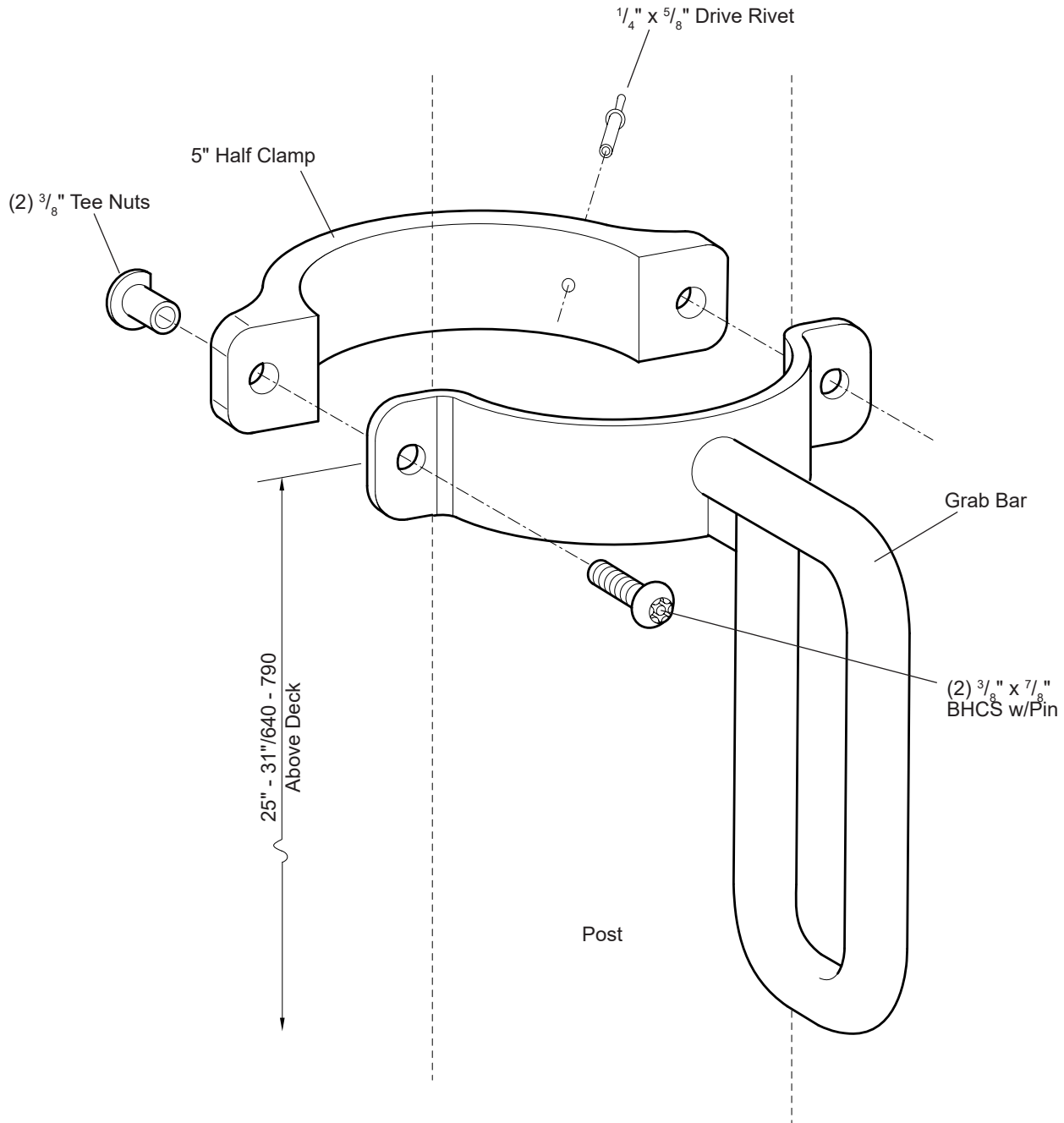


**NOTE:** protective surfacing must cover hardware to satisfy fall height requirements.

**DETAIL 3  
SUPPORT**









# PlayBooster® 120901 Grab Bar

## Parts List

Part#	Description	Qty.
105327	5" Half Clamp, Specify Color.....	1
141541	Grab Bar, Specify Color .....	1
100196	$\frac{3}{8}$ " x $\frac{7}{8}$ " BHCS w/Pin, SST .....	2
100351	$\frac{3}{8}$ " Tee Nut, SST .....	2
100610	$\frac{1}{4}$ " x $\frac{5}{8}$ " Drive Rivet, AL/SST .....	1

## Installation Instructions

- 1) Attach grab bar to post at height shown, using a 5" half clamp,  $\frac{3}{8}$ " x  $\frac{7}{8}$ " BHCS w/pin and  $\frac{3}{8}$ " tee nuts.
- 2) Install  $\frac{1}{4}$ " x  $\frac{5}{8}$ " drive rivet in 5" half clamp. Refer to the Offset Hanger Clamp Spec Sheet.
- 3) Install protective surfacing before users are allowed to play on the structure.

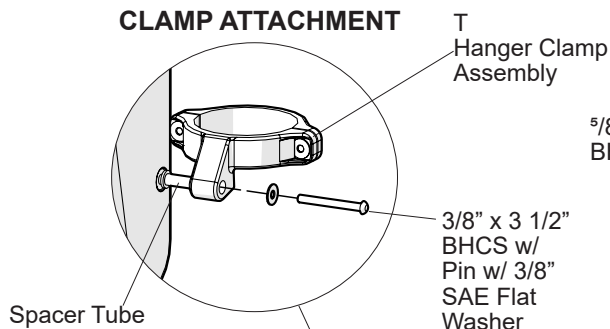
Grab Bar: Weldment comprised of formed  $\frac{7}{8}$ " O.D. 11 GA (.120") and  $\frac{1}{4}$ " x  $1\frac{3}{4}$ " stainless steel half clamp.  
Finish: TenderT<sup>TM</sup>

Half Clamp: Cast aluminum. Finish: ProShield®, color spec-

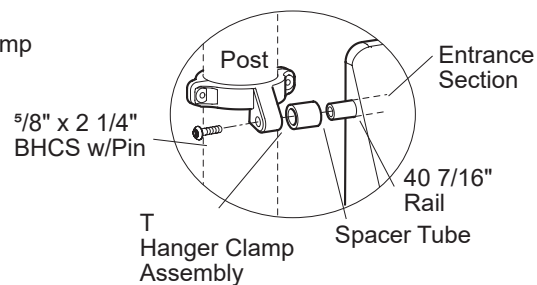
Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see

Installation Time: Approx.  $\frac{1}{4}$  man hour  
Weight: 5 lbs.

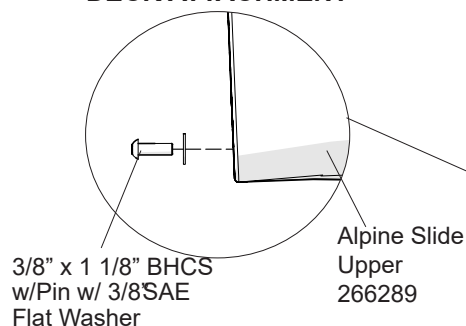
**DETAIL  
CLAMP ATTACHMENT**



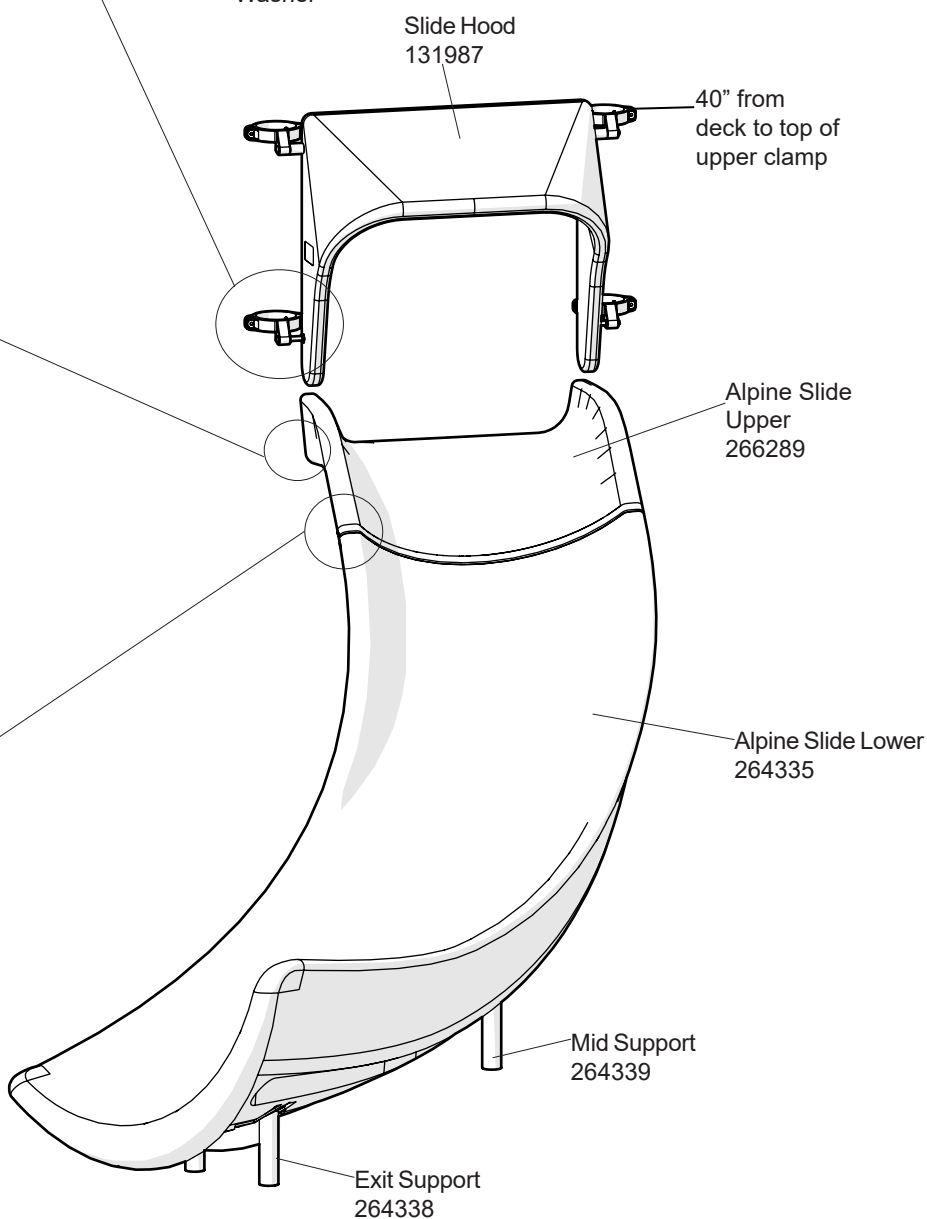
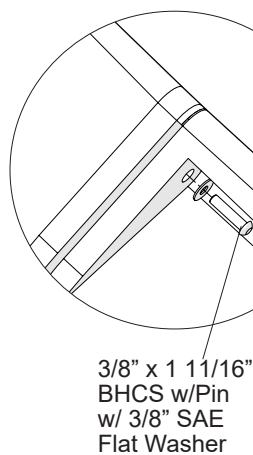
**DETAIL  
CLAMP ATTACHMENT**



**DETAIL  
DECK ATTACHMENT**



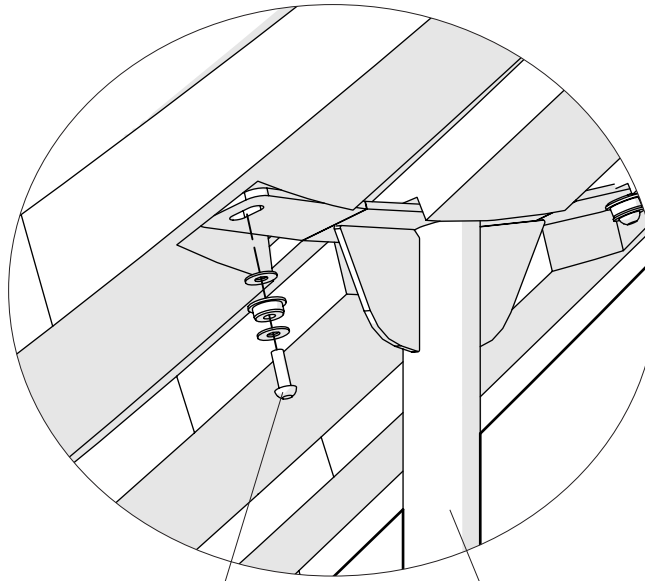
**DETAIL  
SLIDE SECTIONS ATTACHMENT**



**Alpine Slide**

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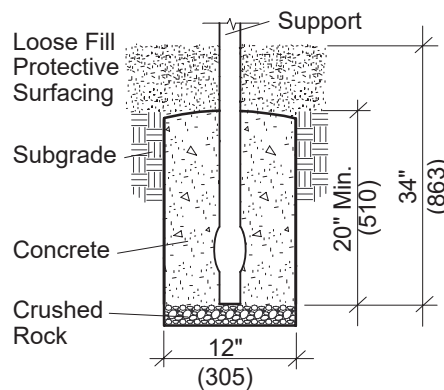
**DETAIL**  
**TYP. SUPPORT ATTACHMENT**



3/8" x 1 1/4" Limited  
Thread BHCS w/ Pin w/  
5/8" O.D. x 3/8" Bushing

Supports

**DETAIL**  
**DIRECT BURY**



**Alpine Slide**

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## Parts List

Part#	Description	Qty.
264337	Alpine Slide Upper 96" PB, Color Specified .....	1
264335	Alpine Slide Lower, Color Specified.....	1
264338	Alpine Slide Exit Support DB .....	1
264339	Alpine Slide Mid Support DB .....	1
100583	PBolt 40 7/16" AL PNT, Color Specified.....	1
105327	Clamp Half 5" AL.....	4
113729	Clamp Offset 5" Rail Hanger .....	4
131987	Hood Double Slide 34" x 37".....	1
132443	Tube 1 3/8" OD x 1 1/16" PNT.....	2
113468	Tube 7/8" OD x 1 1/16" AL/PNT.....	2
100198	BHCS 3/8" x 1 1/8", SST .....	8
100200	BHCS 3/8" x 3 1/2", SST .....	2
100203	BHCS 3/8" x 2 1/4", SST .....	2
100351	Nut Mod-T 3/8", SST .....	8
100362	Washer Flat 3/8", SST .....	2
100610	Rivet 1/4" x 3/8" Drive AS.....	4
100999	Bag Poly 5 x 8 x 4 Mil .....	1
111442	Bush Rubber #871 .....	4
100292	BHCS LTHD 3/8" x 1 1/4", SST.....	4
100198	BHCS 3/8" x 1 1/8", SST .....	4
123224	BHCS 3/8" x 1 1/16", SST.....	7
100362	Washer Flat 3/8", SST .....	19
100999	Bag Poly 5 x 8 x 4 Mil .....	1

DB = Direct Bury

**Clamp:** Cast aluminum. Finish: ProShield, metallic silver.

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**Slide:** Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

**Exit Support:** Weldment comprised of 2.375" (60,32 mm) O.D. x .120" (3,04 mm) black steel tubing and 1/4" (6,35 mm) x 3" (76,2 mm) mounting plate. Finish: Hot dip galvanized per ASTM A123 Cat. 100.

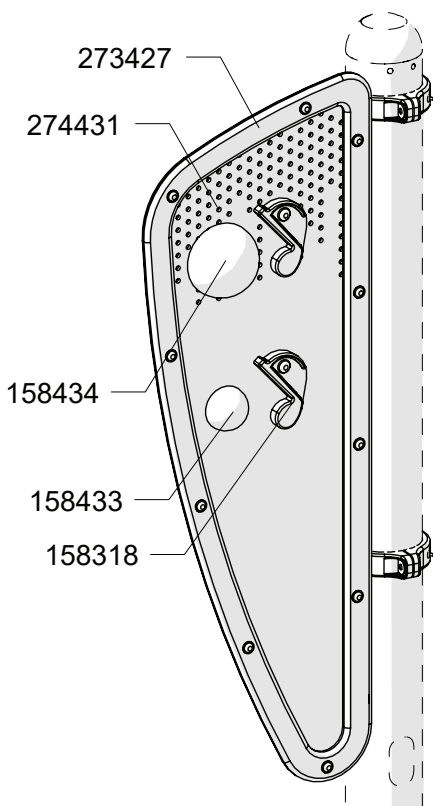
**Spacer Tube:** Fabricated from 1.312 (33,33 mm) O.D. x 16 Ga. (.065) (1,65 mm) steel tubing. Finish: ProShield, metallic silver.

**Hood:** Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

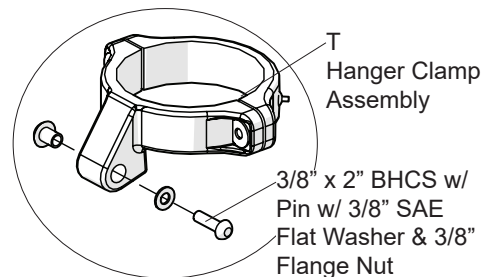
**Rail:** Extruded from 1.125" (28,57 mm) O.D. x .312" (7,92 mm)W. 6005-T5 aluminum. Finish: ProShield, metallic silver.

## Installation Instructions

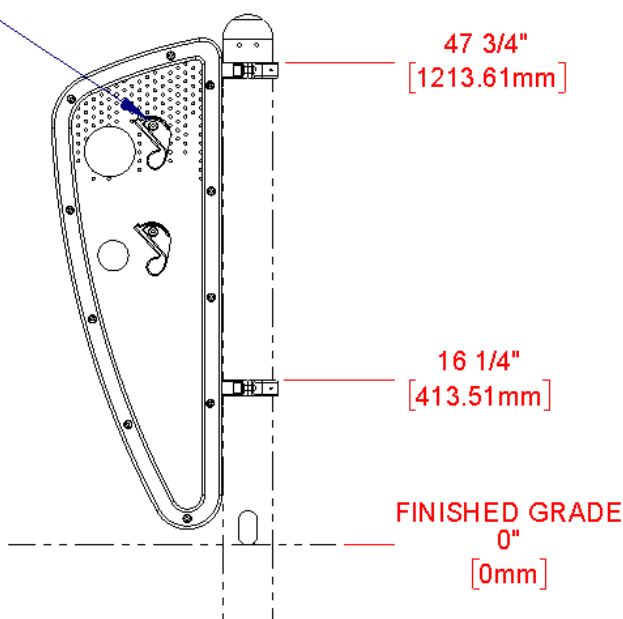
- 1) Insert 40 7/16" rail through top of hood, place spacer tubes over each end of the 40 7/16" rail. Attach offset hanger clamps to ends of pipe bolt. Position hood against face of deck with offset hanger clamps against posts. Line up holes in face of deck with inserts in bottom of hood and fasten. Refer to Clamp Detail. Attach offset hanger clamps to posts.
- 2) Attach support to base of slide. **NOTE:** Attach bolts in the center of the slots to allow for expansion and contraction. Snug bolts down only, do not over-tighten. Refer to Support Attachment Detail.
- 3) Attach slide to the face of the deck. Refer to Deck Attachment Detail.



### DETAIL CLAMP ATTACHMENT



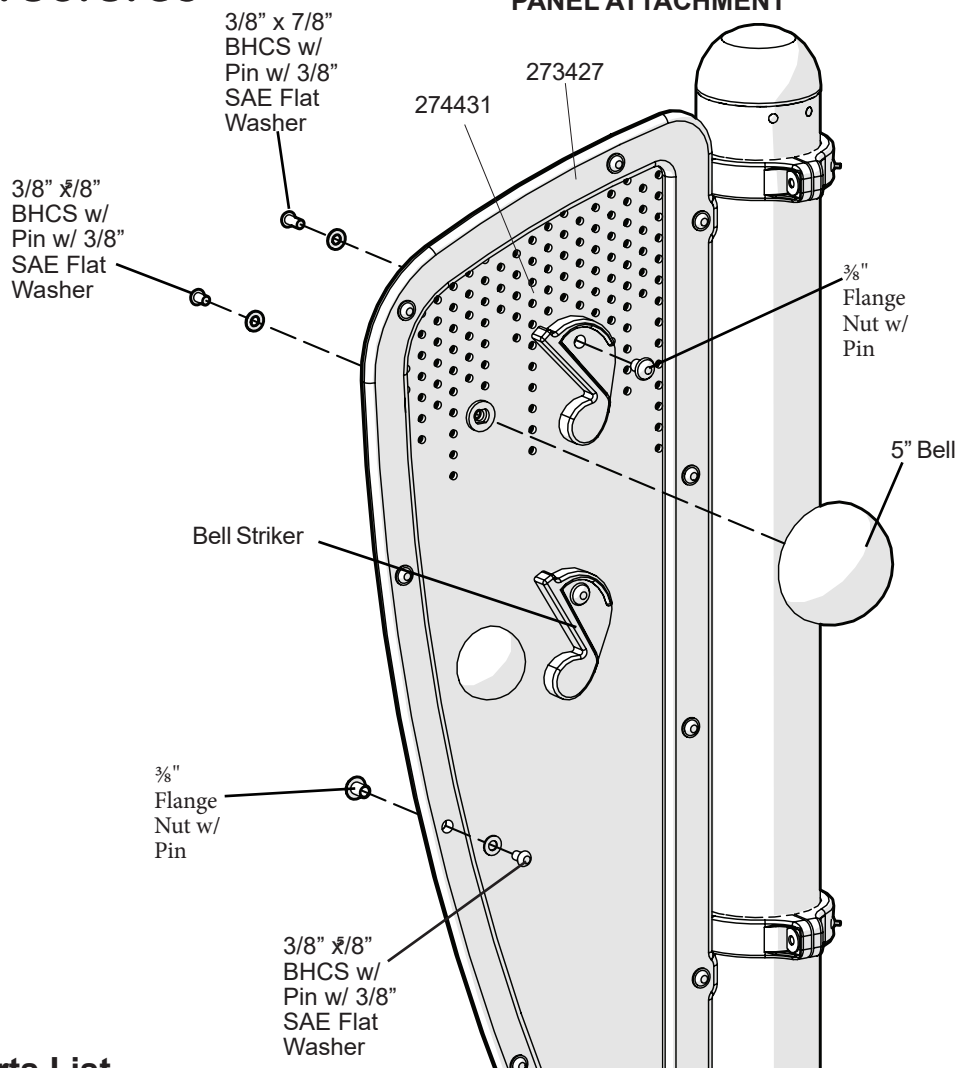
DO NOT OVERTIGHTEN  
NOTE HARDWARE. THEY  
SHOULD BE ABLE TO SPIN  
FREELY



## Custom Ring-A-Bell Panel

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**DETAIL  
PANEL ATTACHMENT**



**Parts List**

PART NUMBER	DESCRIPTION	QTY.
274431	CUST RING-A-BELL PANEL DGI	1
273427	CUST DGI SPINNER PNL TRIM A PERM	1
158434	BELL 5i PNT	1
158433	BELL 3i PNT	1
158318	BELL STRIKER ACCENT	2
113729	CLAMP OFFSET 5 RAIL HGR	2
105327	CLMP HALF 5 AL	2
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	2

PART NUMBER	DESCRIPTION	QTY.
100365	WASHER FLAT SAE 3/8i SST	14
100353	FLG NUT 6LP 3/8-16 SST	12
100351	MOD T-NUT 3/8-16 SST	4
100198	BHCS 6LP 3/8x1-1/8i SST	4
100196	BHCS 6LP 3/8x7/8i SST	2
100195	BHCS 6LP 3/8x5/8i SST	10
100173	BHCS 6LP 3/8x2i SST PAT	2

**Installation Instructions**

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference; may include elevations and bury depths.
- 2) Install protective surfacing before users are allowed to play on the structure.

**Permalene:** 3/8" (.375) Bolt torque to 15ft/lbs.

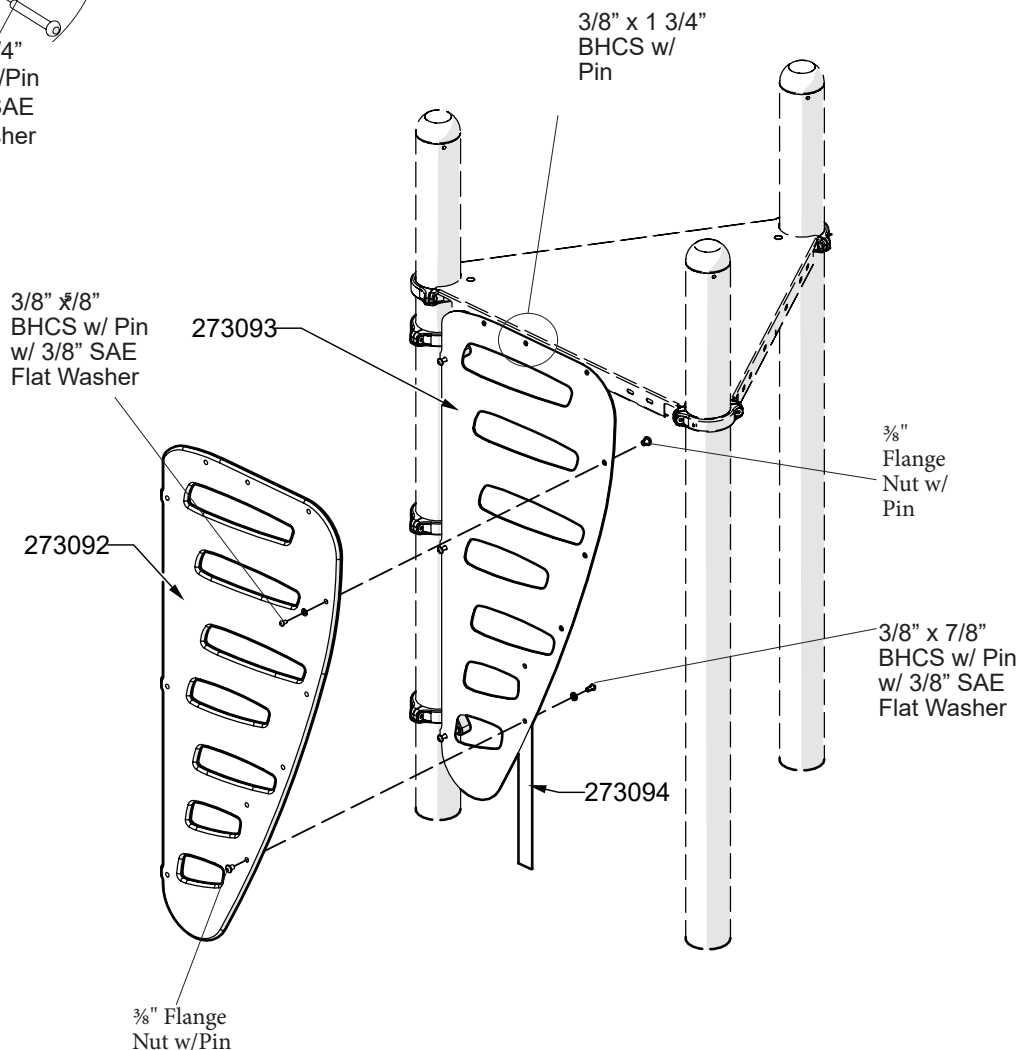
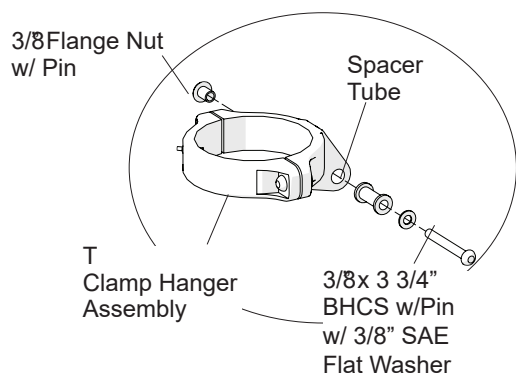
**Approx. Weight:** 25 lbs

**Custom Ring-A-Bell Panel**

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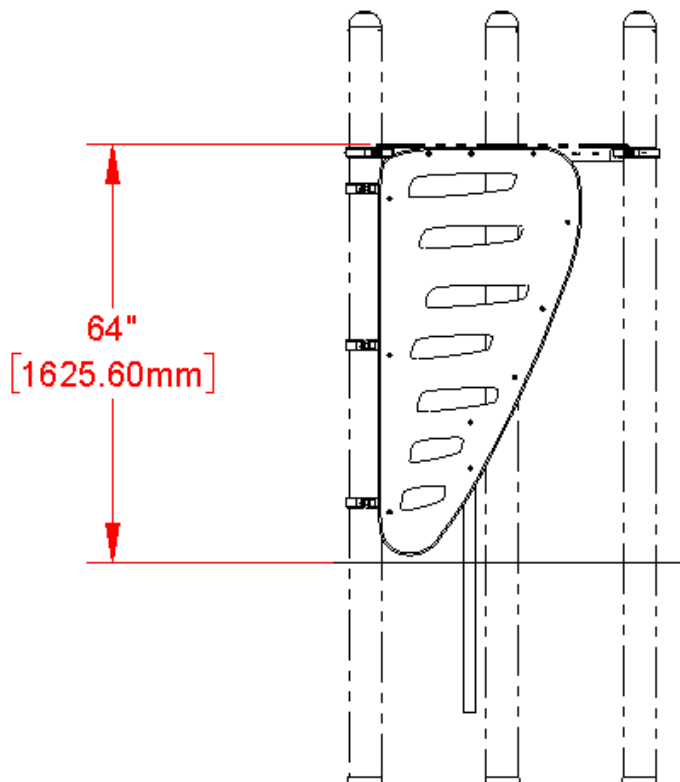


## DETAIL CLAMP ATTACHMENT



# Custom 64" Half Climber

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## Parts List

PART NUMBER	DESCRIPTION	QTY.
273094	CUST 64i HALF CLIMBER FTR PNT	1
273093	CUST 64i HALF CLIMBER BKR PNT	1
273092	CUST 64i HALF CLIMBER PERM	1
273090	CUST 64i HALF CLIMBER INST	1
124460	BHCS 6LP 3/8x3-3/4i SST	3
113729	CLAMP OFFSET 5 RAIL HGR	3
113468	TUBE 7/8OD X 1-11/16 PNT	3
105327	CLMP HALF 5 AL	3
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	3

PART NUMBER	DESCRIPTION	QTY.
100365	WASHER FLAT SAE 3/8i SST	8
100362	WASHER FLAT 3/8i SST	3
100353	FLG NUT 6LP 3/8-16 SST	11
100351	MOD T-NUT 3/8-16 SST	6
100198	BHCS 6LP 3/8x1-1/8i SST	9
100196	BHCS 6LP 3/8x7/8i SST	2
100195	BHCS 6LP 3/8x5/8i SST	3

## Installation Instructions

- Assemble structure following steps and details shown. Use 2D layout as a reference.  
**(Direct Bury)** With structure square, plumb and level, pour concrete footings. Allow concrete to cure a minimum of 72 hours before users are allowed to play on the structure.
- Install protective surfacing before users are allowed to play on the structure.

**Approx. Weight:** 106 lbs.

## Custom 64" Half Climber

Sheet 46 of 67

### DETAIL DECK ATTACHMENT

3/8" x 7/8" BHCS w/  
Pin w/ 3/8" SAE Flat  
Washer

3/8" Standard  
Hex Nut w/  
3/8" SAE Flat  
Washer

3/8" x 1 1/8"  
BHCS w/Pin  
w/ 3/8" SAE  
Flat Washer

3/8" Low  
Crown Cap  
Hex Nut  
w/ 3/8" SAE  
Flat Washer

### DETAIL MID-CLIMBER ATTACHMENT

3/8" x 7/8"  
BHCS w/ Pin  
w/ 3/8" SAE  
Flat Washer

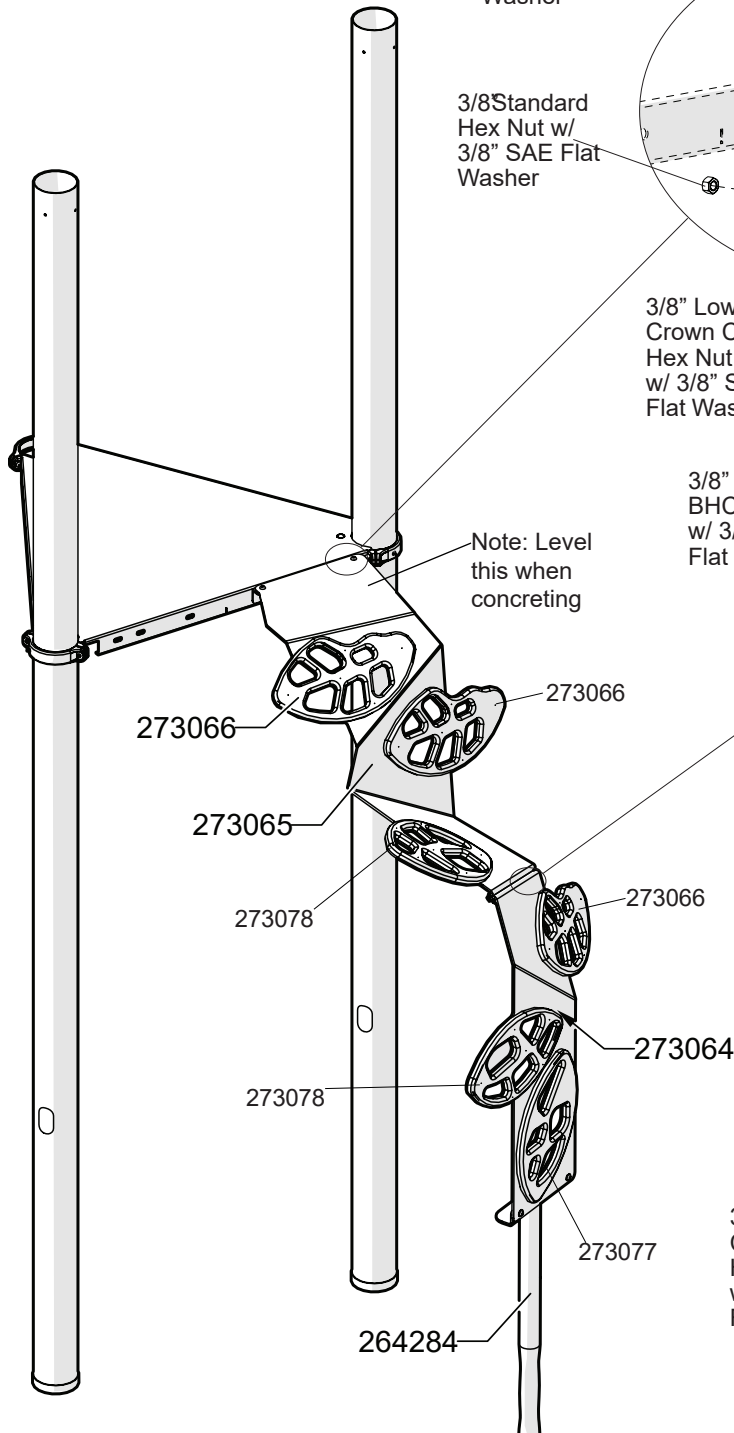
3/8" Low  
Crown Cap  
Hex Nut  
w/ 3/8" SAE  
Flat Washer

### DETAIL LEAF AND SUPPORT ATTACHMENT

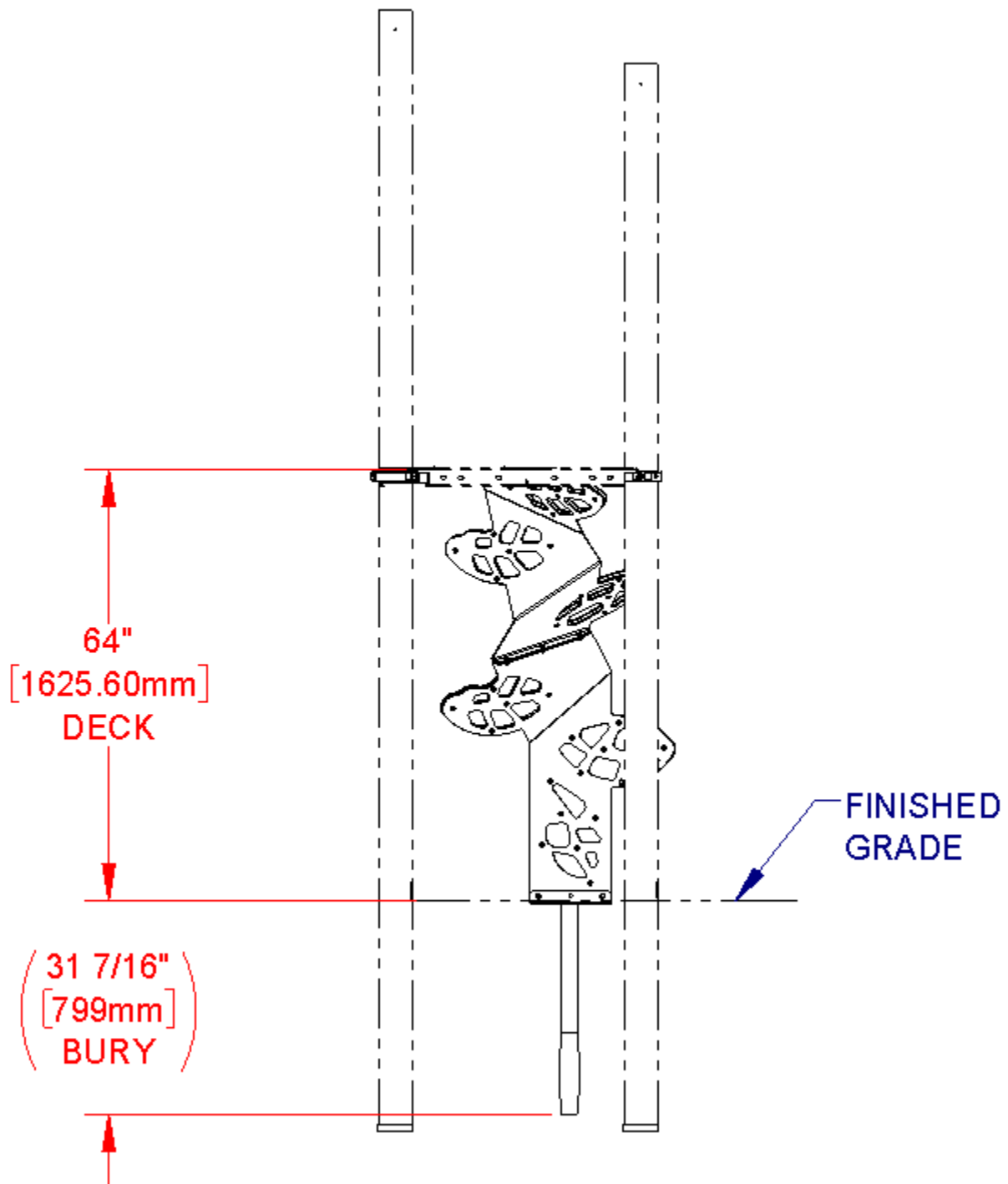
5/16" x 3/4"  
BHCS w/Pin  
w/ 5/8" SAE Flat  
Washer

3/8" Low  
Crown Cap  
Hex Nut  
w/ 3/8" SAE  
Flat Washer

3/8" x 7/8"  
BHCS w/ Pin  
w/ 3/8" SAE  
Flat Washer

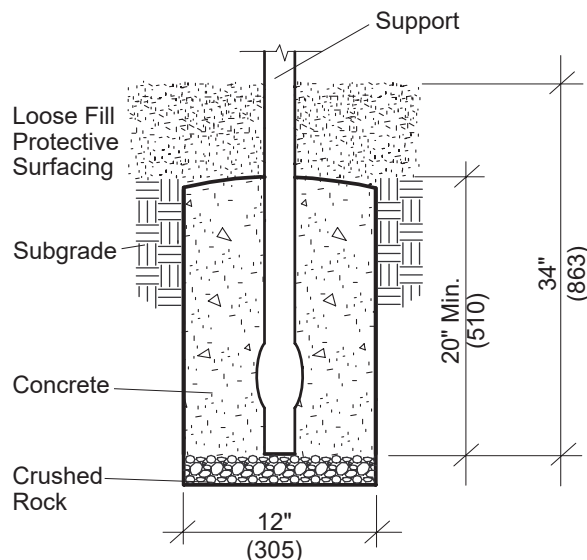


## Custom 64" Wrinkle Climber w/ Leaf Cutouts, DB Sheet 47 of 67



## Custom 64" Wrinkle Climber w/ Leaf Cutouts, DB Sheet 48 of 67

## DETAIL DIRECT BURY



### NOTES:

- concrete footing will be 22" deep.
- Minimum 1.2 cubic feet of concrete required per support

## Parts List

PART NUMBER	DESCRIPTION	QTY.
273078	CUST 64i LEAF WRINKLE CL 3 PERM	2
273077	CUST 64i LEAF WRINKLE CL 2 PERM	1
273076	CUST 64i LEAF WRINKLE CL MTG ANG PNT	1
273066	CUST 64i LEAF WRINKLE CL 1 PERM	3
273065	CUST 64i LEAF WRINKLE CL UPR PNT	1
273064	CUST 64i LEAF WRINKLE CL LWR PNT	1
264284	HEDRA 2-5 HEX CLIMBER FTR	1
223956	WASHER FLAT SAE 5/16i SST	33

PART NUMBER	DESCRIPTION	QTY.
223807	5/16i -18 X 3/4i 6 LOBE BHCS	33
100365	WASHER FLAT SAE 3/8i SST	12
100362	WASHER FLAT 3/8i SST	6
100349	3/8 HEX NUT L/C CAP	7
100327	HEX NUT STD 3/8-16 SST	3
100198	BHCS 6LP 3/8x1-1/8i SST	3
100196	BHCS 6LP 3/8x7/8i SST	7

## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference; may include elevations and bury depths.

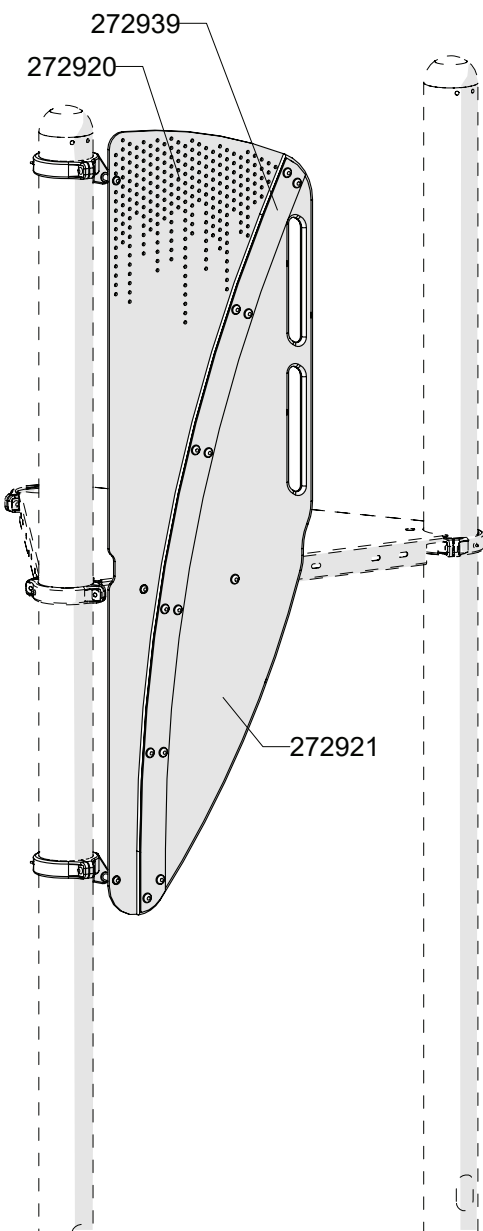
With structure square, plumb and level, pour concrete footings. Allow concrete to cure a minimum of 72 hours before users are allowed to play on the structure.

- 2) Install protective surfacing before users are allowed to play on the structure.

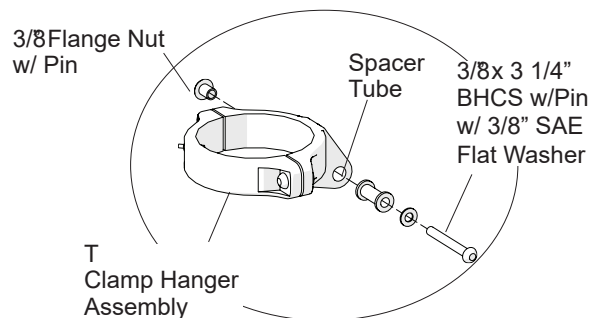
**Permalene:**  $\frac{3}{8}$ " (.375) Bolt torque to 15ft/lbs.

**Approx. Weight:** 261 lbs

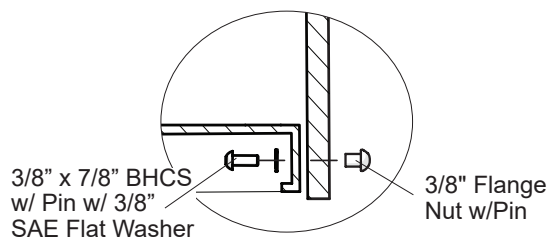
## Custom 64" Wrinkle Climber w/ Leaf Cutouts, DB Sheet 49 of 67



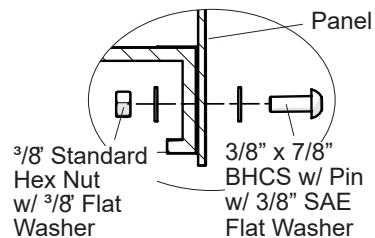
### DETAIL CLAMP ATTACHMENT



### DETAIL DECK ATTACHMENT



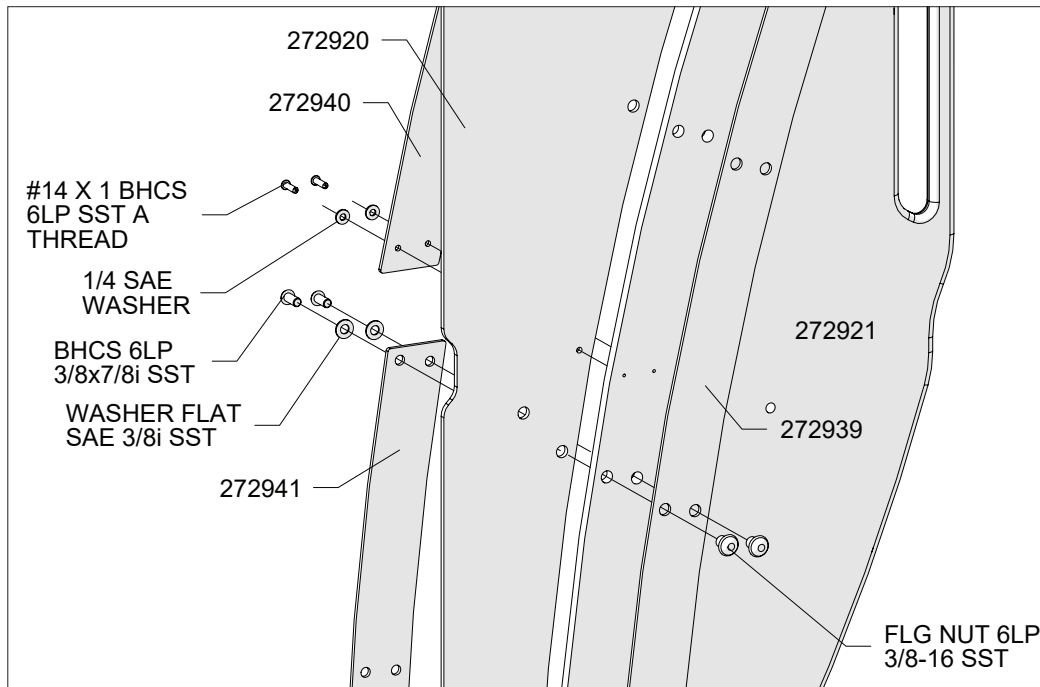
### DETAIL DECK ATTACHMENT



## Custom 2-Level Digifuse® 3/4 Panel

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## DETAIL PANEL ATTACHMENT



## Parts List

PART NUMBER	DESCRIPTION	QTY.
272941	CUST 2 LEVEL BARR PNL ACCENT PLATE C PNT	1
272940	CUST 2 LEVEL BARR PNL ACCENT PLATE B PNT	1
272939	CUST 2 LEVEL BARR PNL ACCENT PLATE A PNT	1
272921	CUST 2 LEVEL BARR PNL PART B PERM	1
272920	CUST 2 LEVEL BARR PNL PART A DGI	1
216761	#14 X 1 BHCS 6LP SST A THREAD	2
127463	BIT HEX TPP T-27 (TORX)	1
113729	CLAMP OFFSET 5 RAIL HGR	2
113468	TUBE 7/8OD X 1-11/16 PNT	2
105327	CLMP HALF 5 AL	2
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	2

PART NUMBER	DESCRIPTION	QTY.
100365	WASHER FLAT SAE 3/8i SST	16
100364	1/4 SAE WASHER	2
100362	WASHER FLAT 3/8i SST	1
100353	FLG NUT 6LP 3/8-16 SST	15
100351	MOD T-NUT 3/8-16 SST	4
100327	HEX NUT STD 3/8-16 SST	1
100198	BHCS 6LP 3/8x1-1/8i SST	4
100196	BHCS 6LP 3/8x7/8i SST	14
100168	BHCS 6LP 3/8X3-1/4iSSTPAT	2

## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference; may include elevations and bury depths.
- 2) Install protective surfacing before users are allowed to play on the structure.

**Permalene:**  $\frac{3}{8}$ " (.375) Bolt torque to 15ft/lbs.

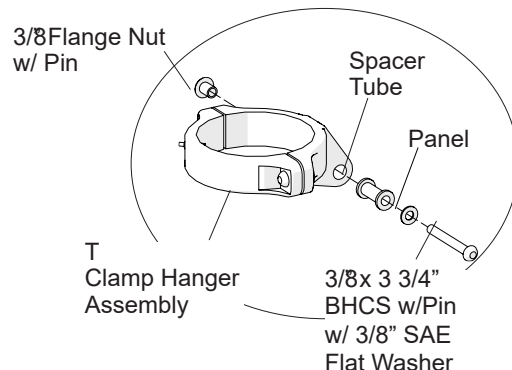
**Approx. Weight:** 59 lbs

## Custom 2-Level Digifuse® 3/4 Panel

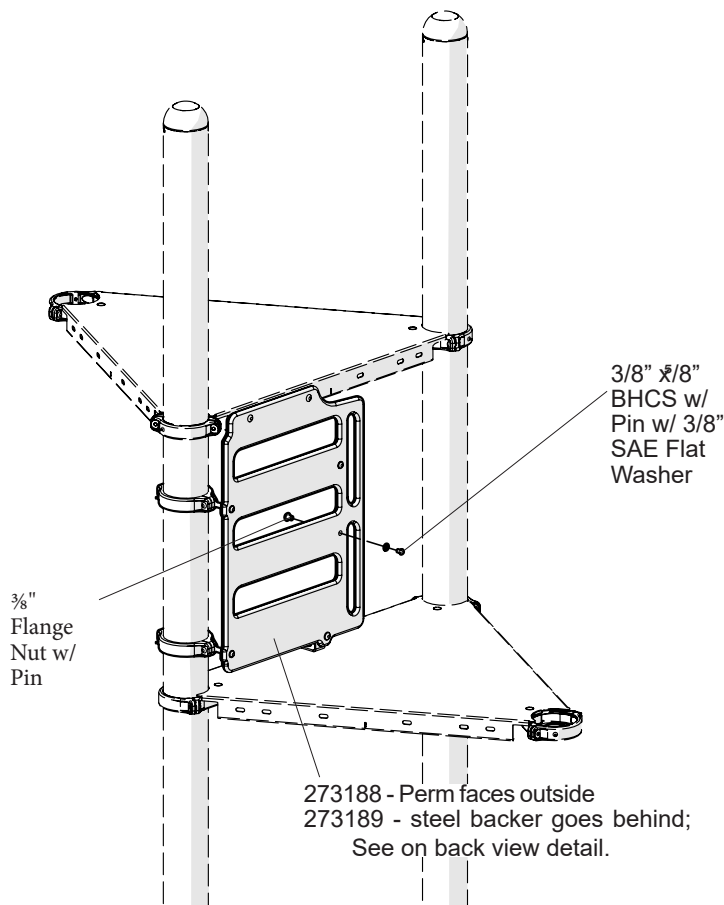
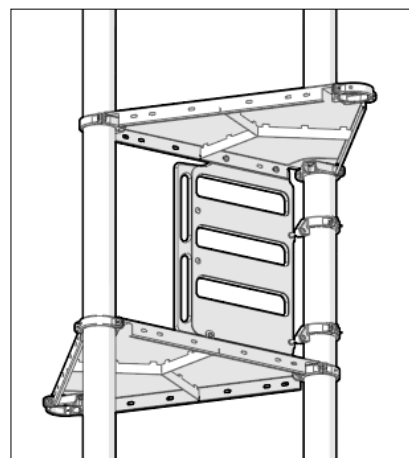
Sheet 51 of 67



## DETAIL CLAMP ATTACHMENT



## DETAIL BACK VIEW



## Parts List

PART NUMBER	DESCRIPTION	QTY.
273190	CUST 32i HALF CLIMBER BKT PNT	1
273189	CUST 32i HALF CLIMBER BKR PNT	1
273188	CUST 32i HALF CLIMBER PERM	1
273187	CUST 32i HALF CLIMBER INST	1
124460	BHCS 6LP 3/8x3-3/4i SST	2
113729	CLAMP OFFSET 5 RAIL HGR	2
113468	TUBE 7/8OD X 1-11/16 PNT	2
105327	CLMP HALF 5 AL	2
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	2

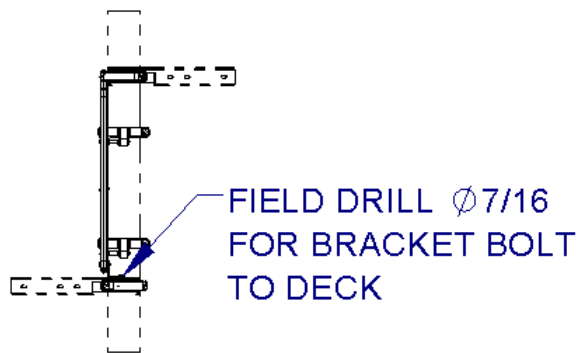
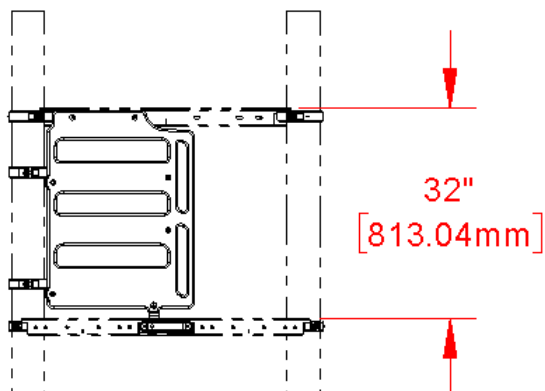
PART NUMBER	DESCRIPTION	QTY.
100365	WASHER FLAT SAE 3/8i SST	5
100362	WASHER FLAT 3/8i SST	4
100353	FLG NUT 6LP 3/8-16 SST	7
100351	MOD T-NUT 3/8-16 SST	4
100327	HEX NUT STD 3/8-16 SST	1
100198	BHCS 6LP 3/8x1-1/8i SST	7
100196	BHCS 6LP 3/8x7/8i SST	1
100195	BHCS 6LP 3/8x5/8i SST	2

## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference.
- 2) Install protective surfacing before users are allowed to play on the structure.

# Custom 32" Half Climber

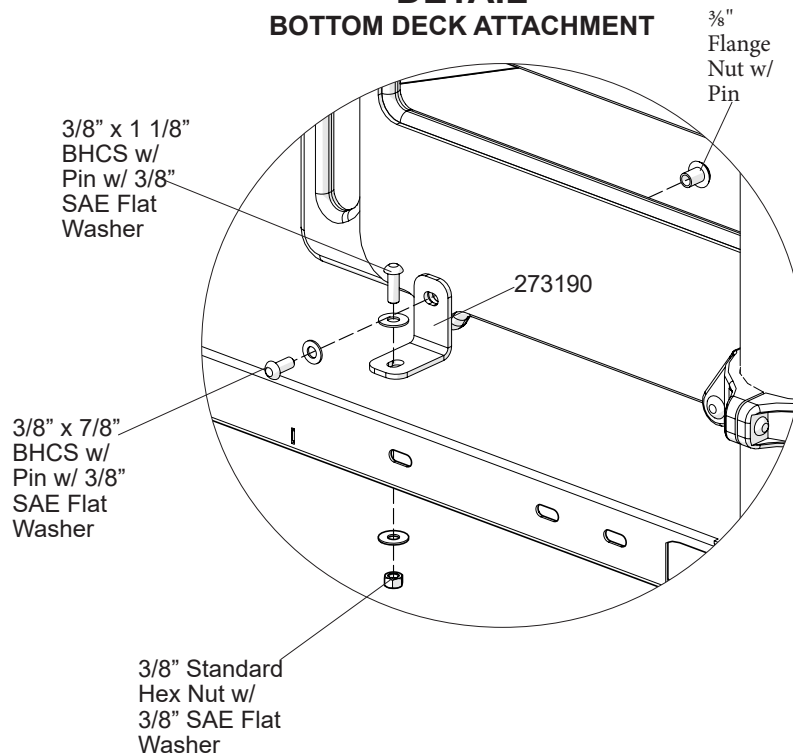
Sheet 52 of 67



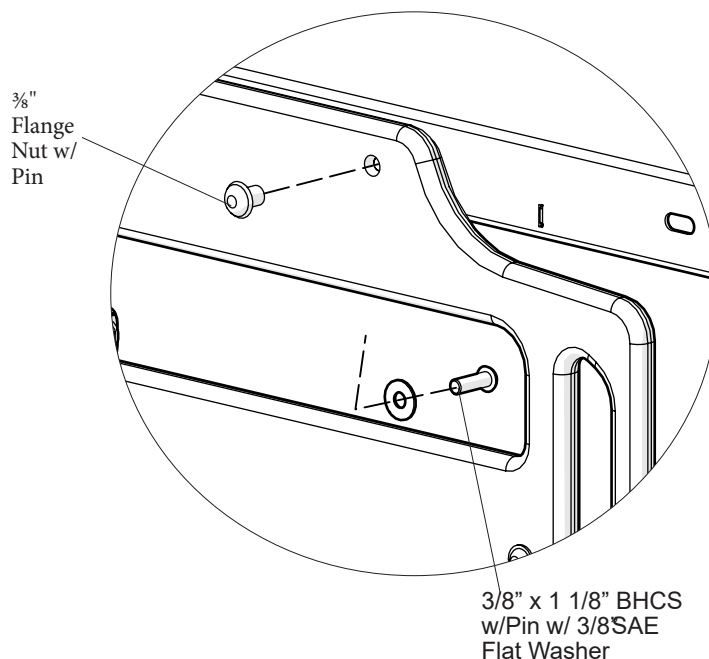
## Custom 32" Half Climber

Sheet 53 of 67

### DETAIL BOTTOM DECK ATTACHMENT



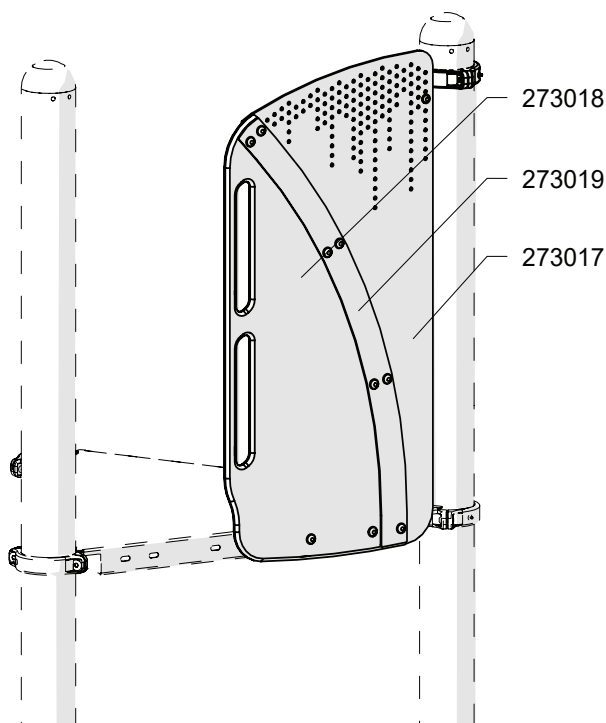
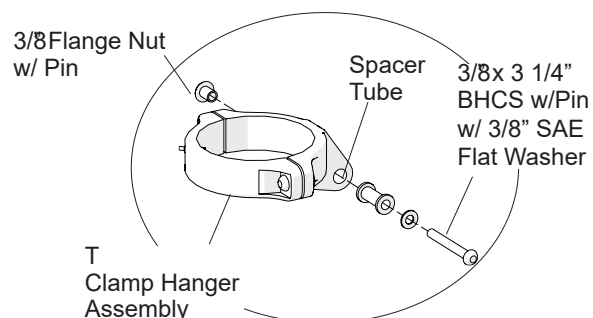
### DETAIL UPPER DECK ATTACHMENT



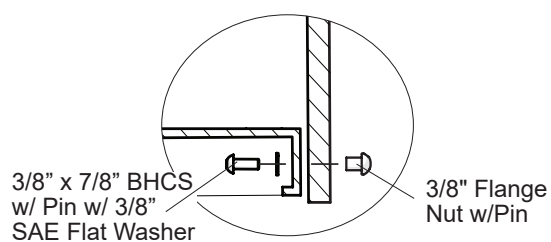
## Custom 32" Half Climber

Sheet 54 of 67

## DETAIL CLAMP ATTACHMENT

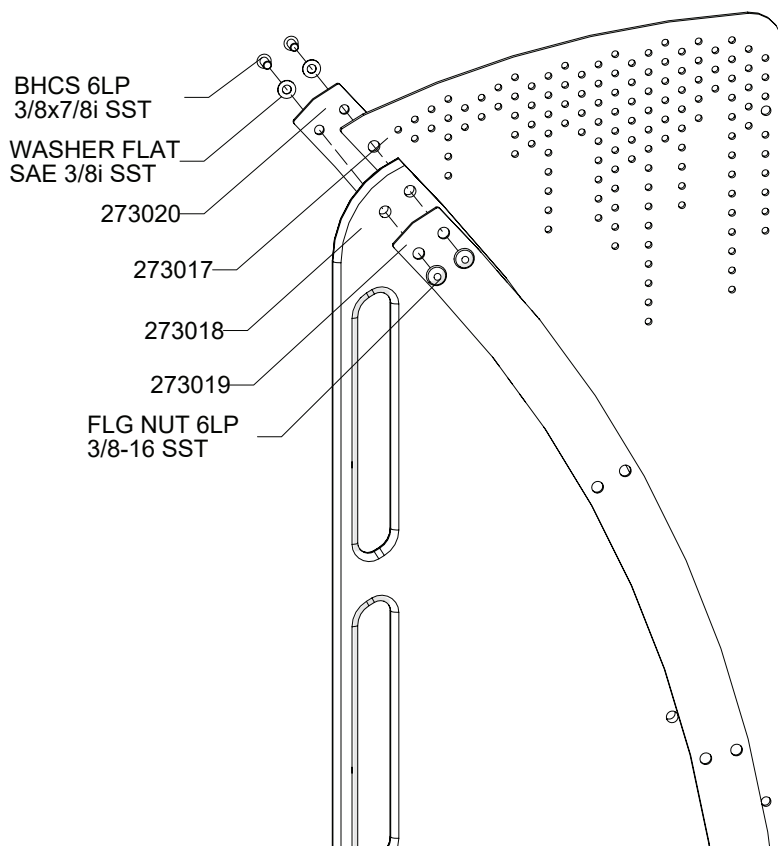


## DETAIL DECK ATTACHMENT

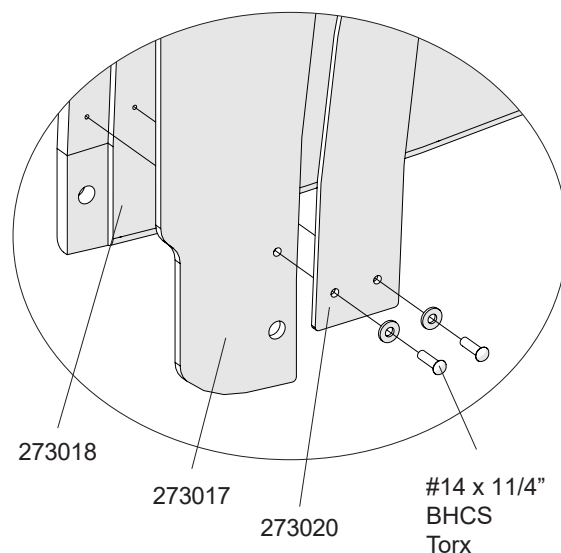


**NOTE: Same hardware for multi-panel deck connection.**

## DETAIL PANEL ATTACHMENT



## DETAIL LOWER PANEL BACK ATTACHMENT



## Parts List

PART NUMBER	DESCRIPTION	QTY.
273020	CUST 3/4 HHOLD PNL ACCENT PLATE B PNT	1
273019	CUST 3/4 HHOLD PNL ACCENT PLATE A PNT	1
273018	CUST 3/4 HHOLD PNL PART B PERM	1
273017	CUST 3/4 HHOLD PNL PART A DGI	1
216761	#14 X 1 BHCS 6LP SST A THREAD	2
127463	BIT HEX TPP T-27 (TORX)	1
113729	CLAMP OFFSET 5 RAIL HGR	1
113468	TUBE 7/8OD X 1-11/16 PNT	1
105327	CLMP HALF 5 AL	1

PART NUMBER	DESCRIPTION	QTY.
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	1
100365	WASHER FLAT SAE 3/8i SST	10
100364	1/4 SAE WASHER	2
100353	FLG NUT 6LP 3/8-16 SST	10
100351	MOD T-NUT 3/8-16 SST	2
100198	BHCS 6LP 3/8x1-1/8i SST	2
100196	BHCS 6LP 3/8x7/8i SST	9
100168	BHCS 6LP 3/8X3-1/4iSSTPAT	1

## Installation Instructions

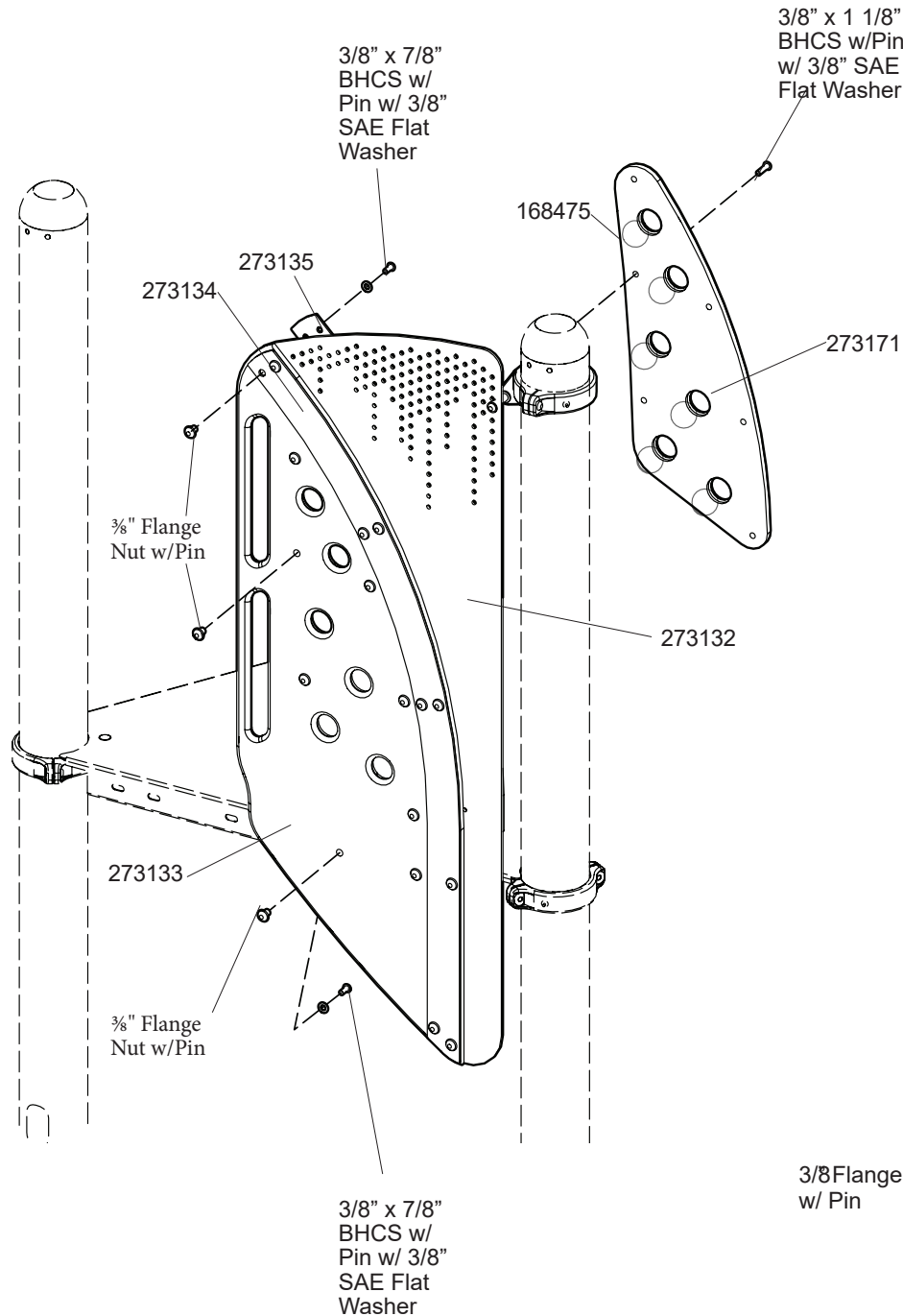
- 1) Assemble structure following steps and details shown. Use 2D layout as a reference; may include elevations and bury depths.
- 2) Install protective surfacing before users are allowed to play on the structure.

**Permalene:**  $\frac{3}{8}$ " (.375) Bolt torque to 15ft/lbs.

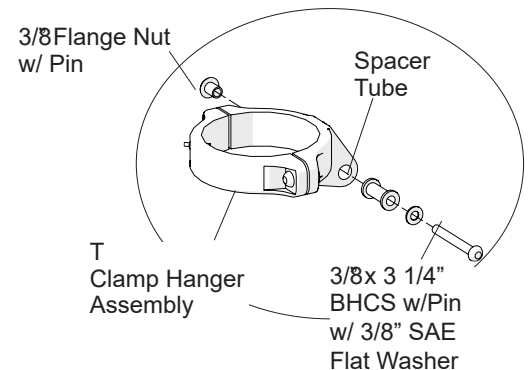
**Approx. Weight:** 39 lbs

## Custom Digifuse® Handhold Panel

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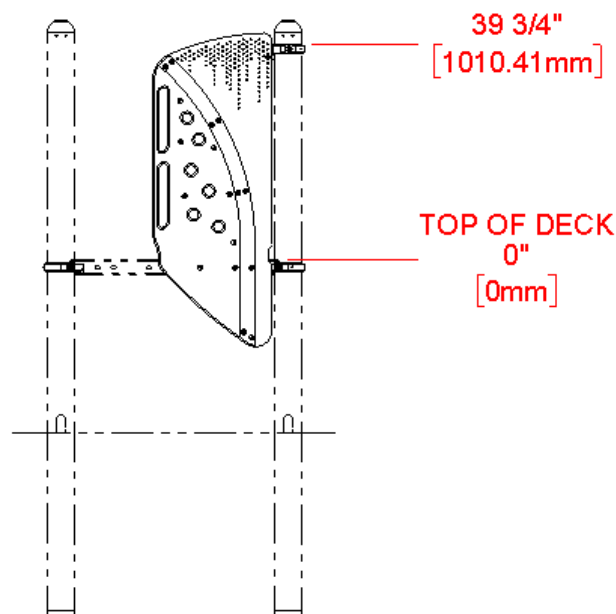
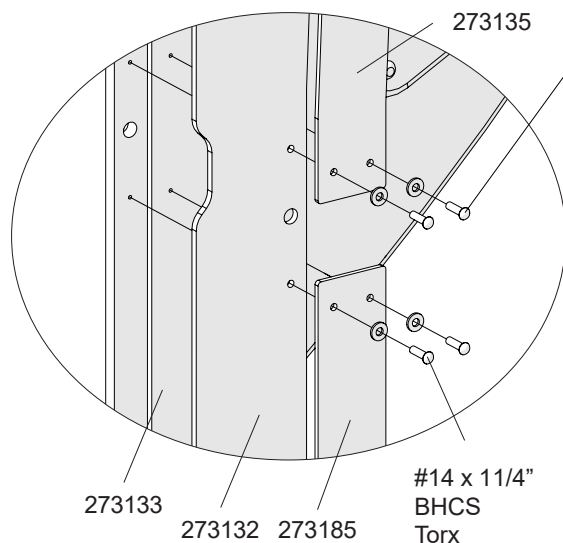
### DETAIL CLAMP ATTACHMENT



## Custom 3/4 DGI/Perm Marble Panel

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### DETAIL LOWER PANEL BACK ATTACHMENT



## Parts List

PART NUMBER	DESCRIPTION	QTY.
273185	CUST 3/4 MARBLE HHOLD PNL ACC PLATE C PNT	1
273171	CUST 3/4 MARBLE PNL PART C PERM	1
273135	CUST 3/4 MARBLE HHOLD PNL ACC PLATE B PNT	1
273134	CUST 3/4 MARBLE HHOLD PNL ACC PLATE A PNT	1
273133	CUST 3/4 MARBLE PNL PART B PERM	1
273132	CUST 3/4 MARBLE PNL PART A DGI	1

168475	MARBLE 2i	6
127463	BIT HEX TPP T-27 (TORX)	1
113729	CLAMP OFFSET 5 RAIL HGR	1
113468	TUBE 7/8OD X 1-11/16 PNT	1

PART NUMBER	DESCRIPTION	QTY.
113027	BHCS 6LP 3/8x1-3/8i SST	6
105327	CLMP HALF 5 AL	1
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	1
100365	WASHER FLAT SAE 3/8i SST	12
100364	1/4 SAE WASHER	4
100353	FLG NUT 6LP 3/8-16 SST	18
100351	MOD T-NUT 3/8-16 SST	2
100198	BHCS 6LP 3/8x1-1/8i SST	2
100196	BHCS 6LP 3/8x7/8i SST	11
100168	BHCS 6LP 3/8X3-1/4iSSTPAT	1

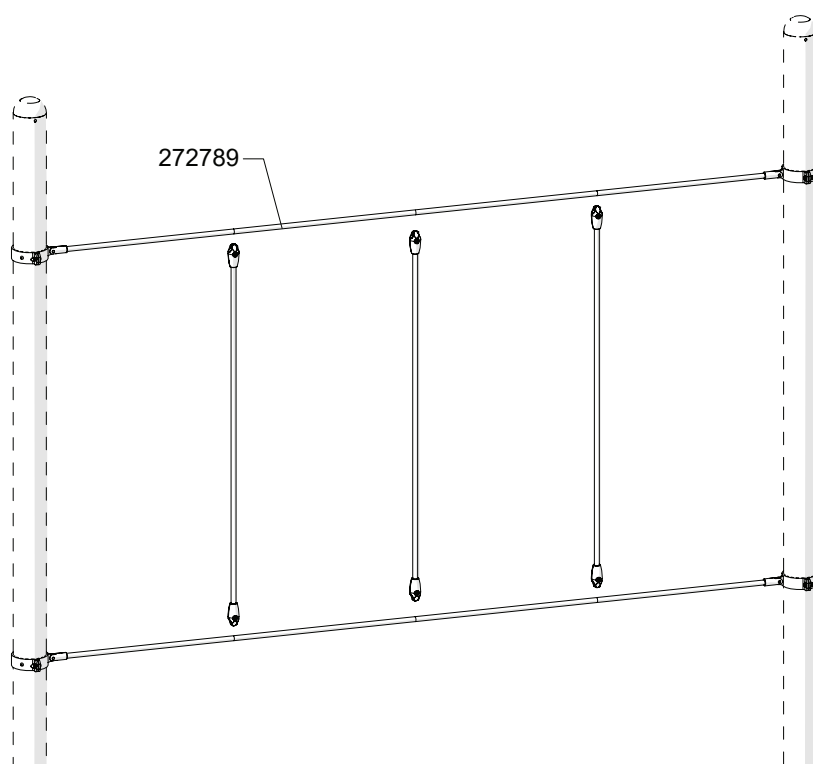
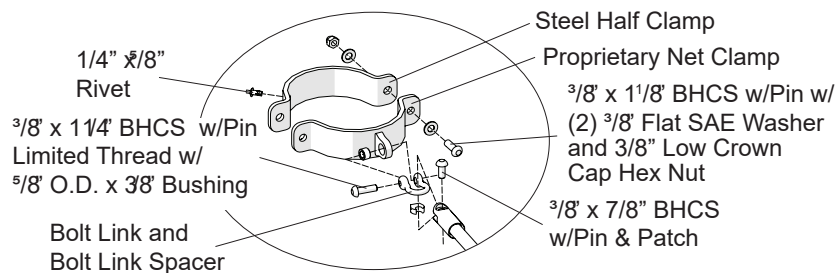
## Installation Instructions

- Assemble structure following steps and details shown. Use 2D layout as a reference.
- Install protective surfacing before users are allowed to play on the structure.

**Approx. Weight:** 54 lbs.



## DETAIL CLAMP ATTACHMENT



## Parts List

PART NUMBER	DESCRIPTION	QTY.
272789	CUST HIGH WIRE NET CLIMB ACROSS 123i OC ROPE	1
196319	BOLT LINK SPACER	4
161898	PROPRIETARY NET CLMP	4
156962	BUSH 5/8 OD X 1/2 LG SST	4
138915	BOLT LINK SST	4
104731	CLMP HALF 1-3/4i STL	4

PART NUMBER	DESCRIPTION	QTY.
100611	RVT 1/4X3/8 AS (GRIP=.328/.422)	4
100365	WASHER FLAT SAE 3/8i SST	16
100349	3/8 HEX NUT L/C CAP	8
100292	BHCS 6LP LTHD 3/8X1-1/4i SST	4
100290	BHCS 6LP LTHD 3/8X7/8iSST	4
100198	BHCS 6LP 3/8x1-1/8i SST	8

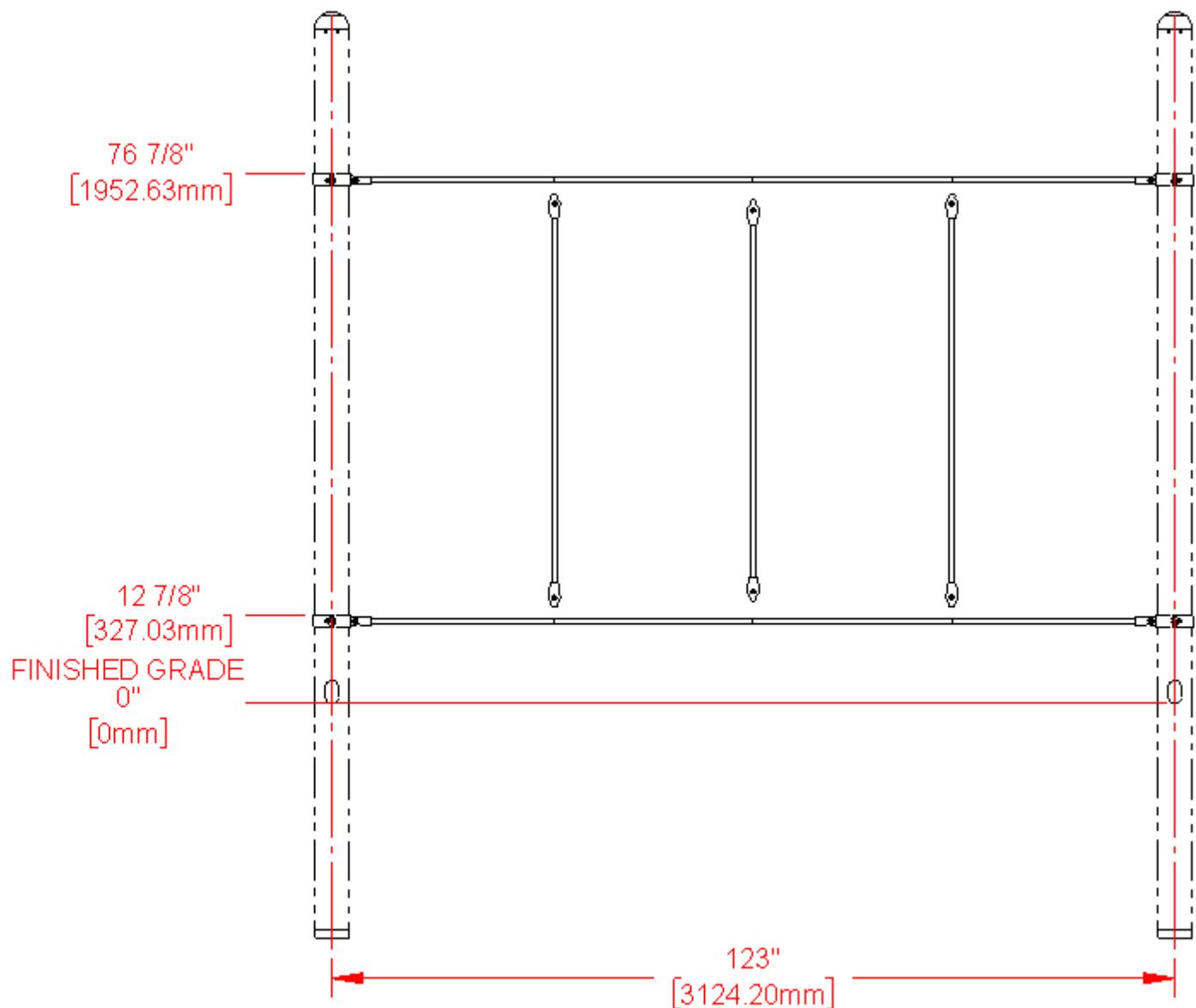
## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference; may include elevations and bury depths.
- 2) Install protective surfacing before users are allowed to play on the structure.

**Approx. Weight:** 23 lbs

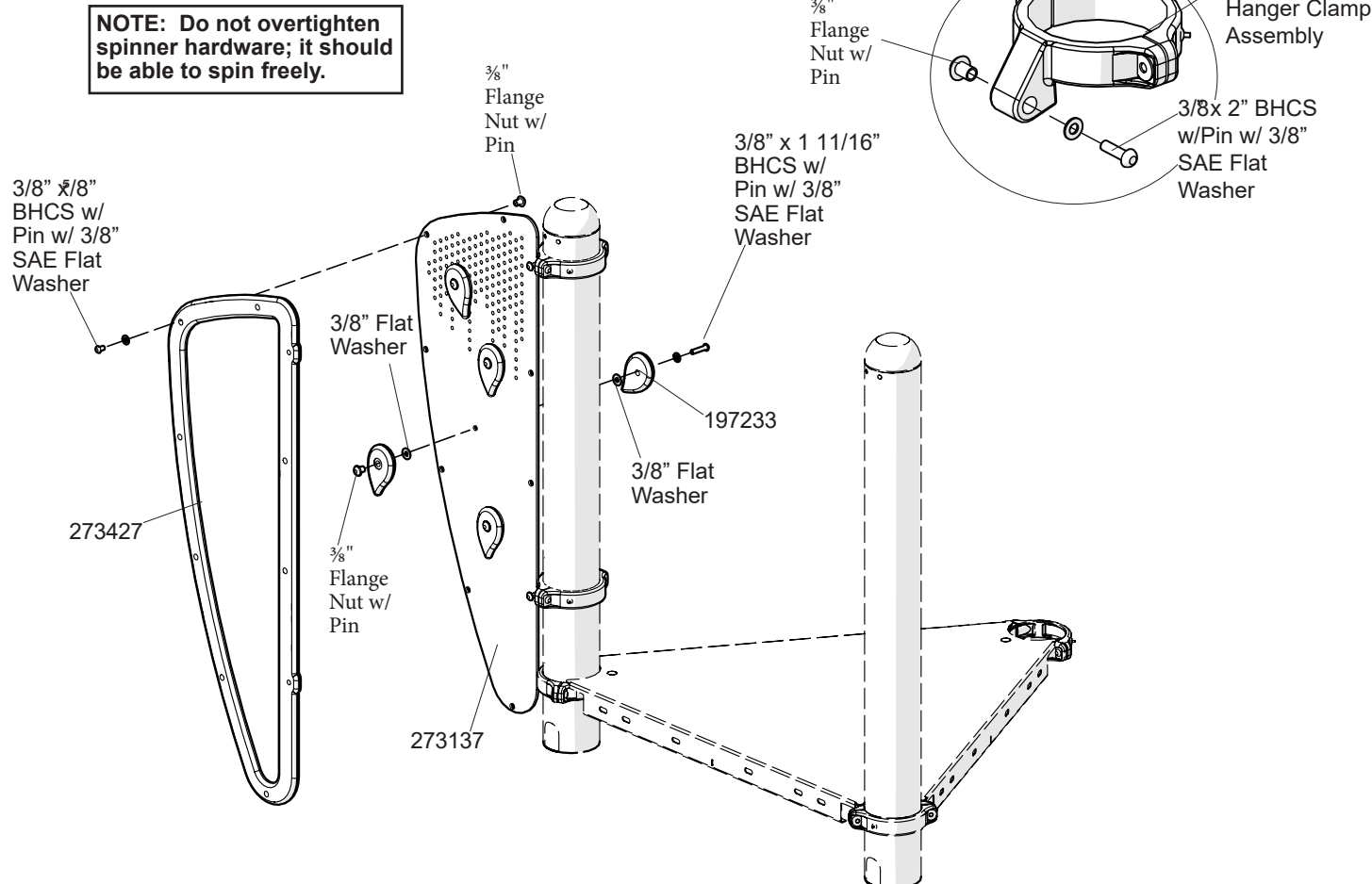
## Custom 123" High Wire Net Climb Across Sheet 59 of 67

ADJUST CLAMP HEIGHTS TO TENSION NET.



## Custom 123" High Wire Net Climb Across Sheet 60 of 67

## DETAIL CLAMP ATTACHMENT



## Parts List

PART NUMBER	DESCRIPTION	QTY.
273427	CUST DGI SPINNER PNL TRIM A PERM	1
273137	CUST LEAF SPINNER PNL DGI	1
197233	SMART STRUCTURE LEAF PERM	4
197233	SMART STRUCTURE LEAF PERM	4
123224	BHCS 6LP 3/8x1-11/16i SST	4
113729	CLAMP OFFSET 5 RAIL HGR	2
105327	CLMP HALF 5 AL	2
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	2

PART NUMBER	DESCRIPTION	QTY.
100365	WASHER FLAT SAE 3/8i SST	14
100362	WASHER FLAT 3/8i SST	8
100353	FLG NUT 6LP 3/8-16 SST	14
100351	MOD T-NUT 3/8-16 SST	4
100198	BHCS 6LP 3/8x1-1/8i SST	4
100195	BHCS 6LP 3/8x5/8i SST	8
100173	BHCS 6LP 3/8x2i SST PAT	2

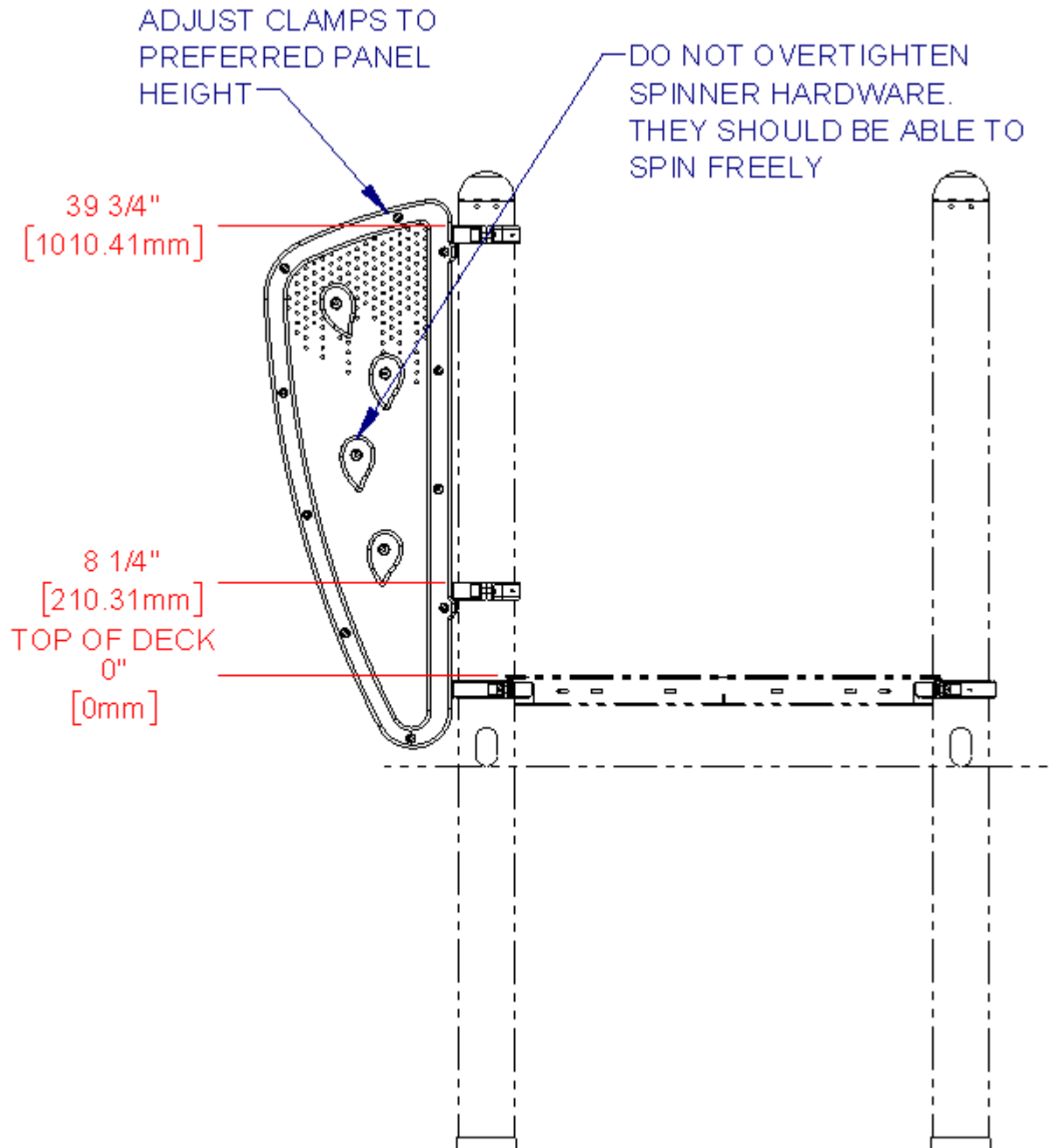
## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference.
- 2) Install protective surfacing before users are allowed to play on the structure.

**Approx. Weight:** 25 lbs.

# Custom DGI Leaf Spinner Panel

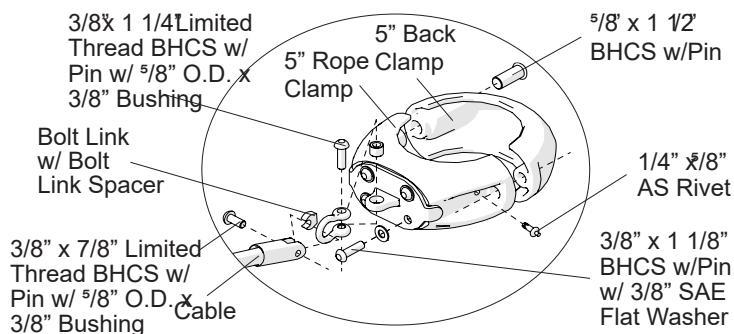
Sheet 61 of 67



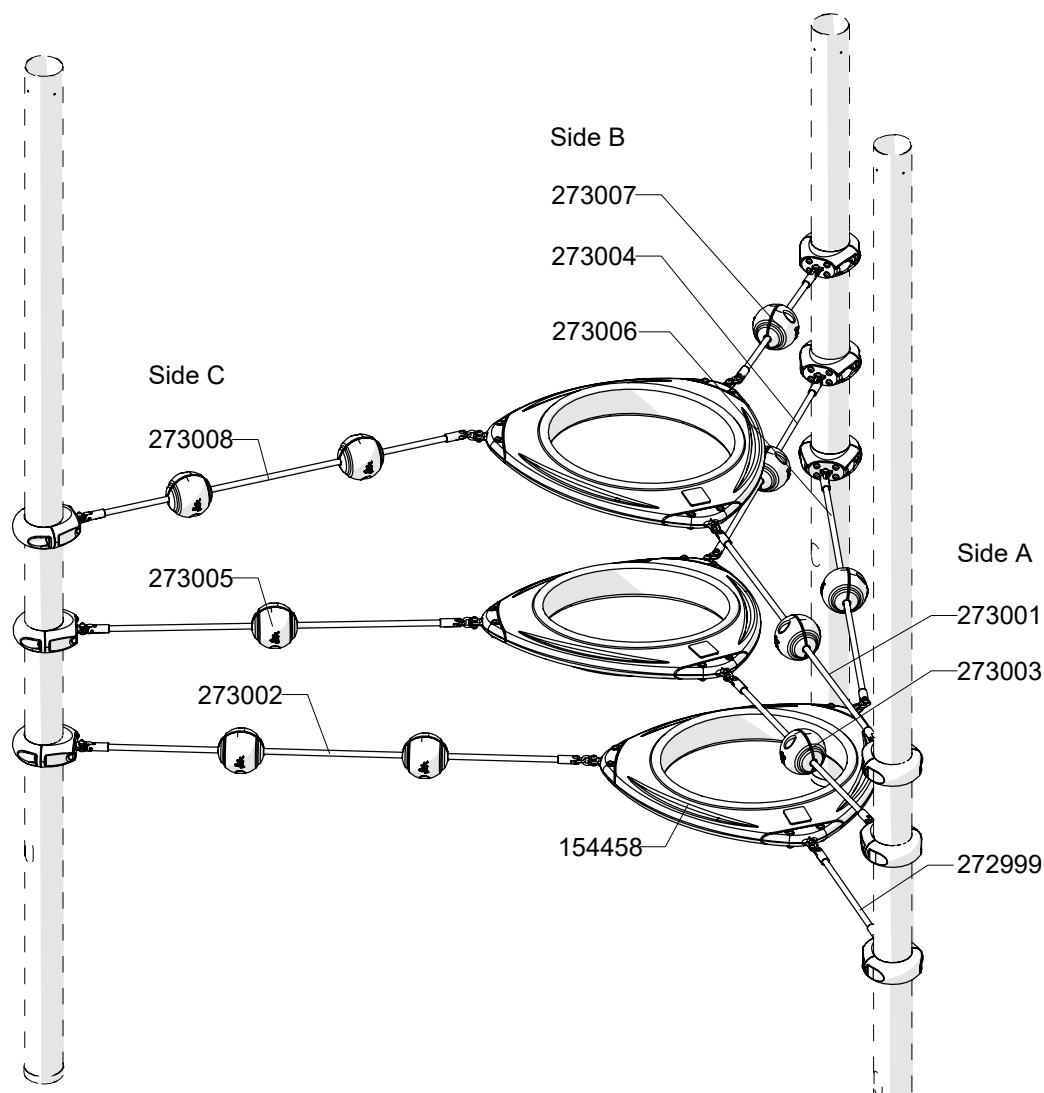
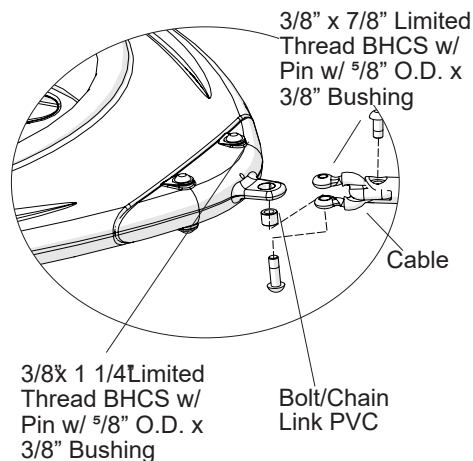
## Custom DGI Leaf Spinner Panel

Sheet 62 of 67

### DETAIL CLAMP ATTACHMENT



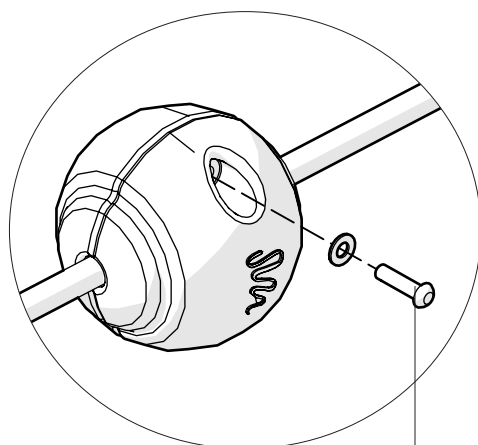
### DETAIL O-ZONE RING ATTACHMENT



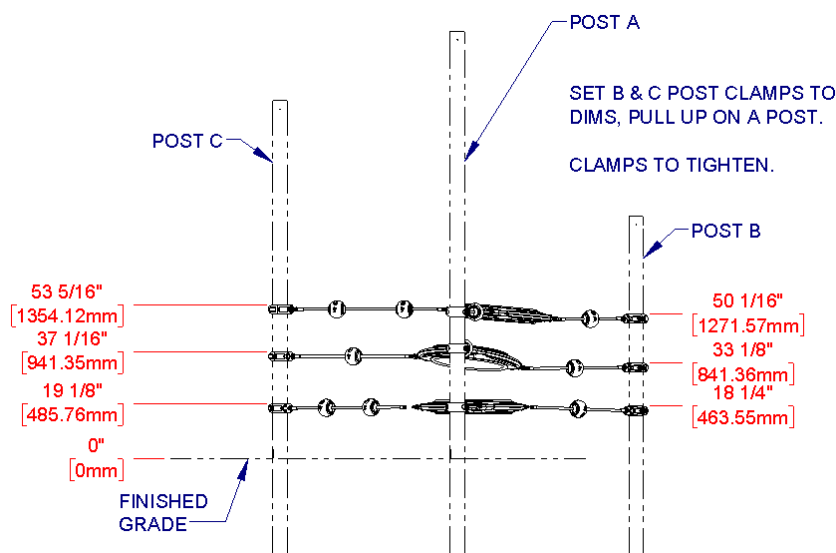
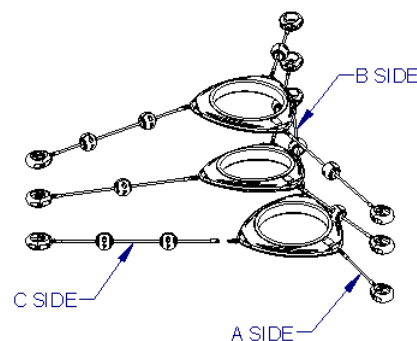
## Custom Three Vertical O-Zones

Sheet 63 of 67

## DETAIL SWIGGLEKNOT ATTACHMENT



3/8" x 1 1/2"  
BHCS w/Pin  
w/ 3/8" SAE  
Flat Washer



## Parts List

PART NUMBER	DESCRIPTION	QTY.
275061	CUST BOLT LINK AND CHAIN LINK PVC	9
273008	CUST O-ZONE CL UPR C ROPE	1
273007	CUST O-ZONE CL UPR B ROPE	1
273006	CUST O-ZONE CL UPR A ROPE	1
273005	CUST O-ZONE CL MID C ROPE	1
273004	CUST O-ZONE CL MID B ROPE	1
273003	CUST O-ZONE CL MID A ROPE	1
273002	CUST O-ZONE CL LWR C ROPE	1
273001	CUST O-ZONE CL LWR B ROPE	1
272999	CUST O-ZONE CL LWR A ROPE	1

196319	BOLT LINK SPACER	9
195943	5i BACK CLAMP PNT	9
195922	5i ROPE CLAMP PNT	9
194082	CASTING PLATE SINGLE TAB PNT	9

PART NUMBER	DESCRIPTION	QTY.
192748	CABLE BALL KNOT HALF	20
164009	O-ZONE RING CAP PNT	9
156962	BUSH 5/8 OD X 1/2 LG SST	18
154458	EVOS O-ZONE ROTO RING	3
138915	BOLT LINK SST	9
127551	5/8 X 1 1/2 BHCS 6LP SST W/AS	18
113027	BHCS 6LP 3/8x1-3/8i SST	36
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	9
100365	WASHER FLAT SAE 3/8i SST	92
100292	BHCS 6LP LTHD 3/8X1-1/4i SST	18
100290	BHCS 6LP LTHD 3/8X7/8iSST	18
100196	BHCS 6LP 3/8x7/8i SST	36
100171	BHCS 6LP 3/8x1-1/2iSSTPAT	20

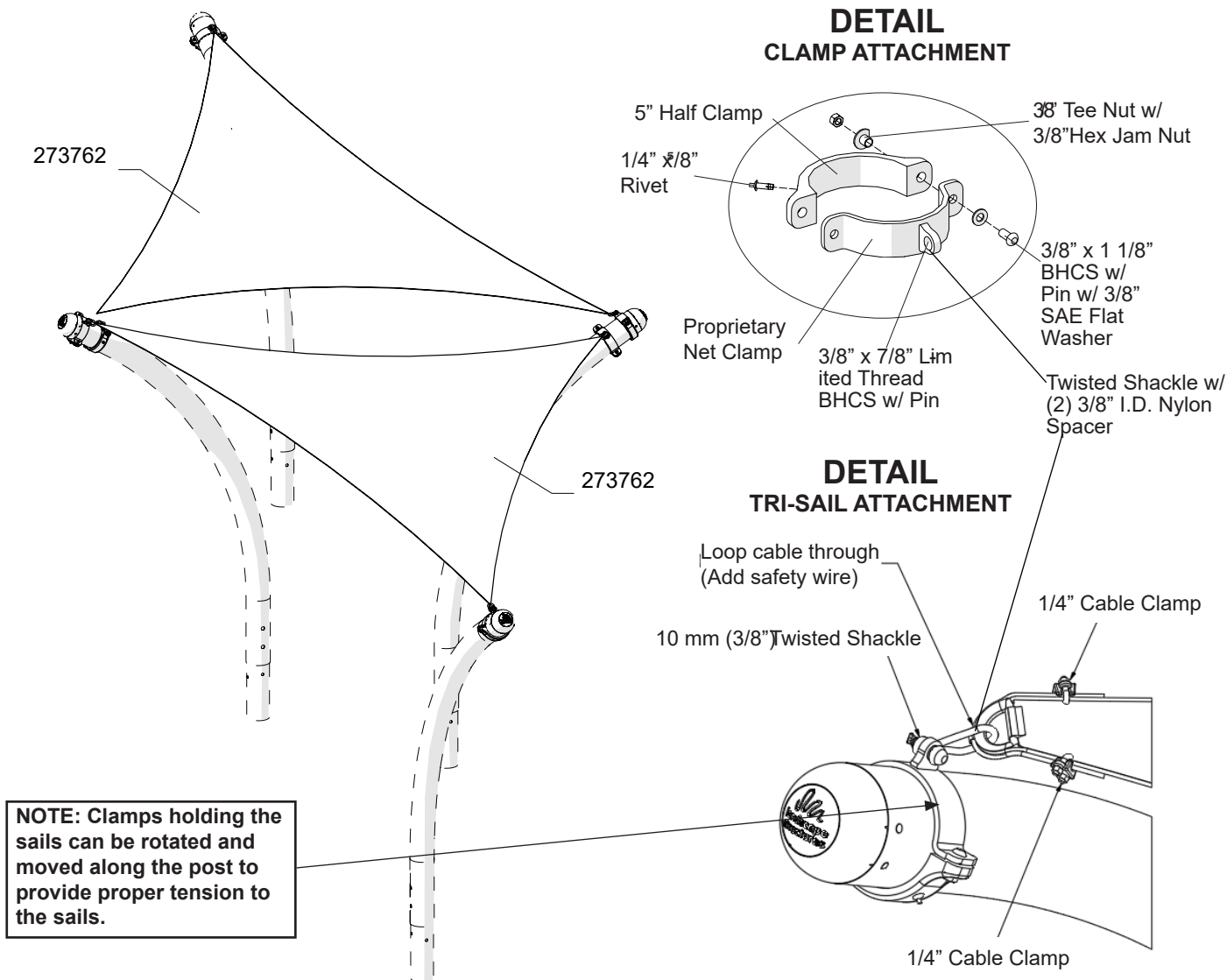
## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference; may include elevations and bury depths.
- 2) Install protective surfacing before users are allowed to play on the structure.

Approx. Weight: 125 lbs

## Custom Three Vertical O-Zones

Sheet 64 of 67



## Parts List

PART NUMBER	DESCRIPTION	QTY.
273762	CUST LSI TREE TOPPER	1
273307	CUST CURVED POST TRI SAIL INST	1
209861	EVOS PROPRIETARY TAB SST	1
161898	PROPRIETARY NET CLMP	3
128296	3/8-16 HEX JAM NUT SST	6
127179	BUSH 5/8OD X 3/8 LG SST	3

PART NUMBER	DESCRIPTION	QTY.
105327	CLMP HALF 5 AL	3
104198	CLMP HALF 1-3/4i WD ST ZP	1
100610	RVT 1/4X5/8 AS (GRIP=.578/.672)	3
100351	MOD T-NUT 3/8-16 SST	6
100198	BHCS 6LP 3/8x1-1/8i SST	6

## Installation Instructions

- 1) Assemble structure following steps and details shown. Use 2D layout as a reference; may include elevations and bury depths.
- 2) Install protective surfacing before users are allowed to play on the structure.

## Custom Curved Post Tri-Sail

Sheet 65 of 67



## - SAFETY NOTE

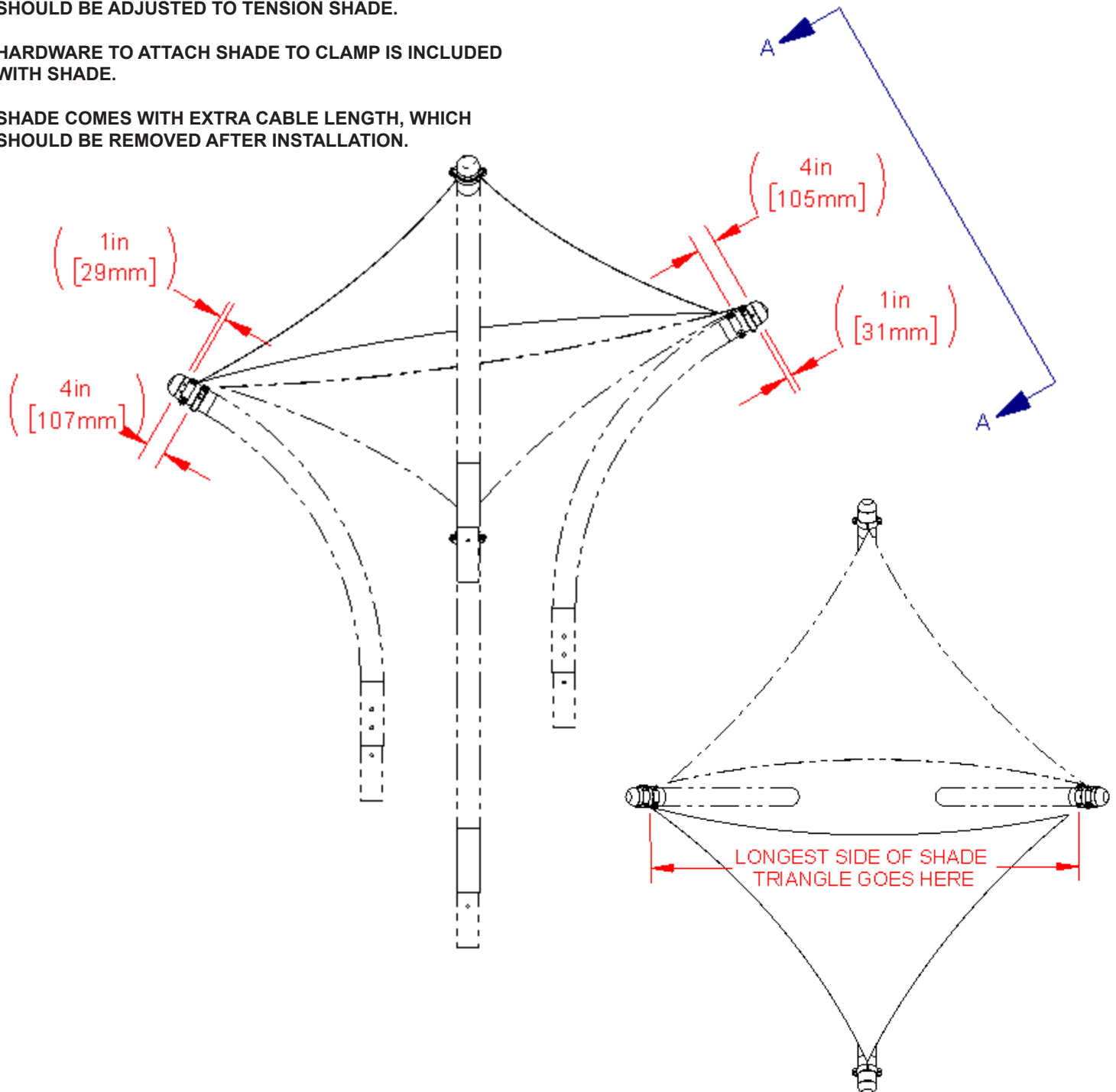
Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

**DO NOT INSTALL CLAMP RIVETS UNTIL SHADE IS COMPLETELY INSTALLED FOR SHADE ADJUSTMENT PURPOSES.**

**SHADE CLAMP LOCATIONS ARE APPROXIMATE AND SHOULD BE ADJUSTED TO TENSION SHADE.**

**HARDWARE TO ATTACH SHADE TO CLAMP IS INCLUDED WITH SHADE.**

**SHADE COMES WITH EXTRA CABLE LENGTH, WHICH SHOULD BE REMOVED AFTER INSTALLATION.**



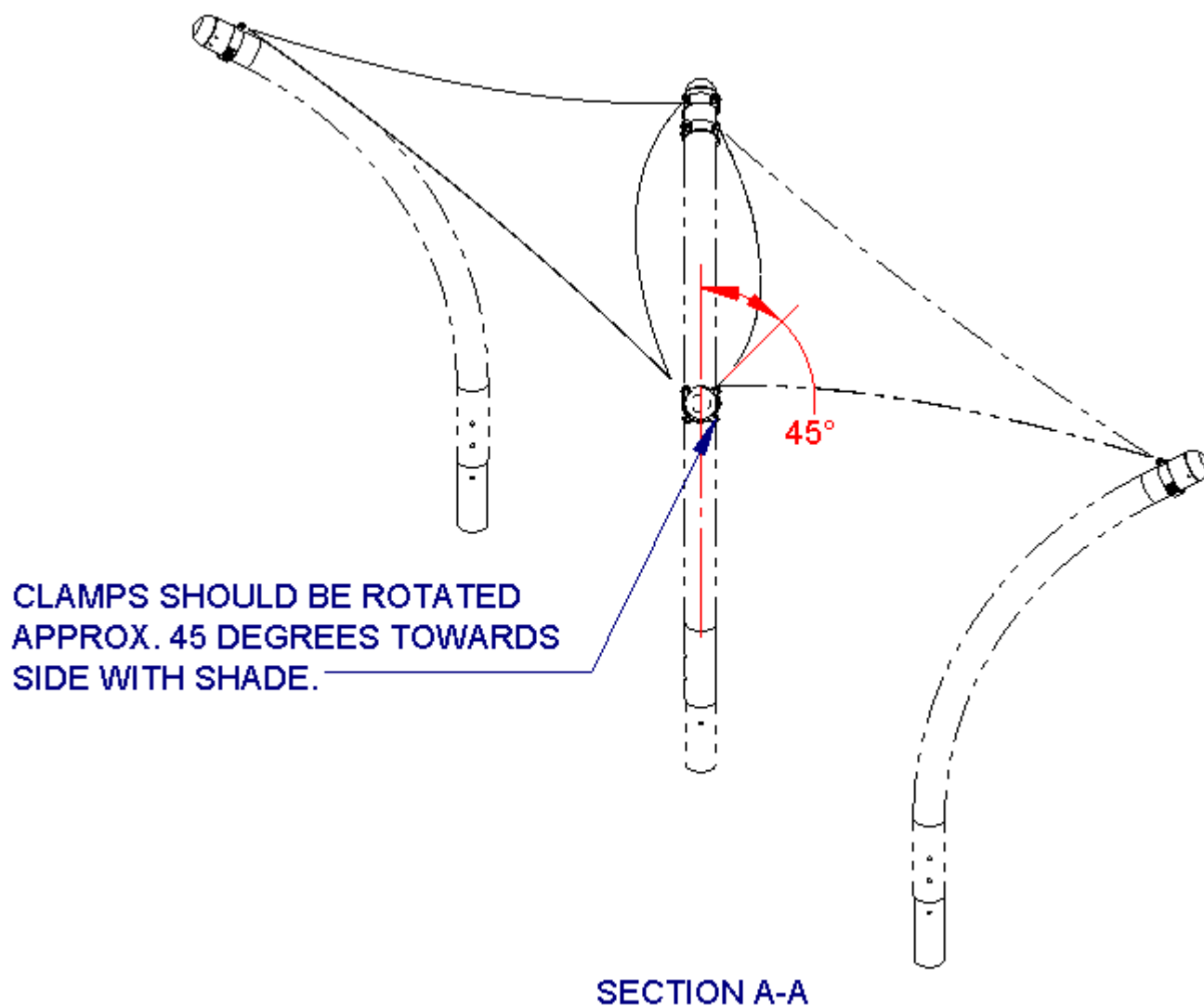
## Custom Curved Post Tri-Sail

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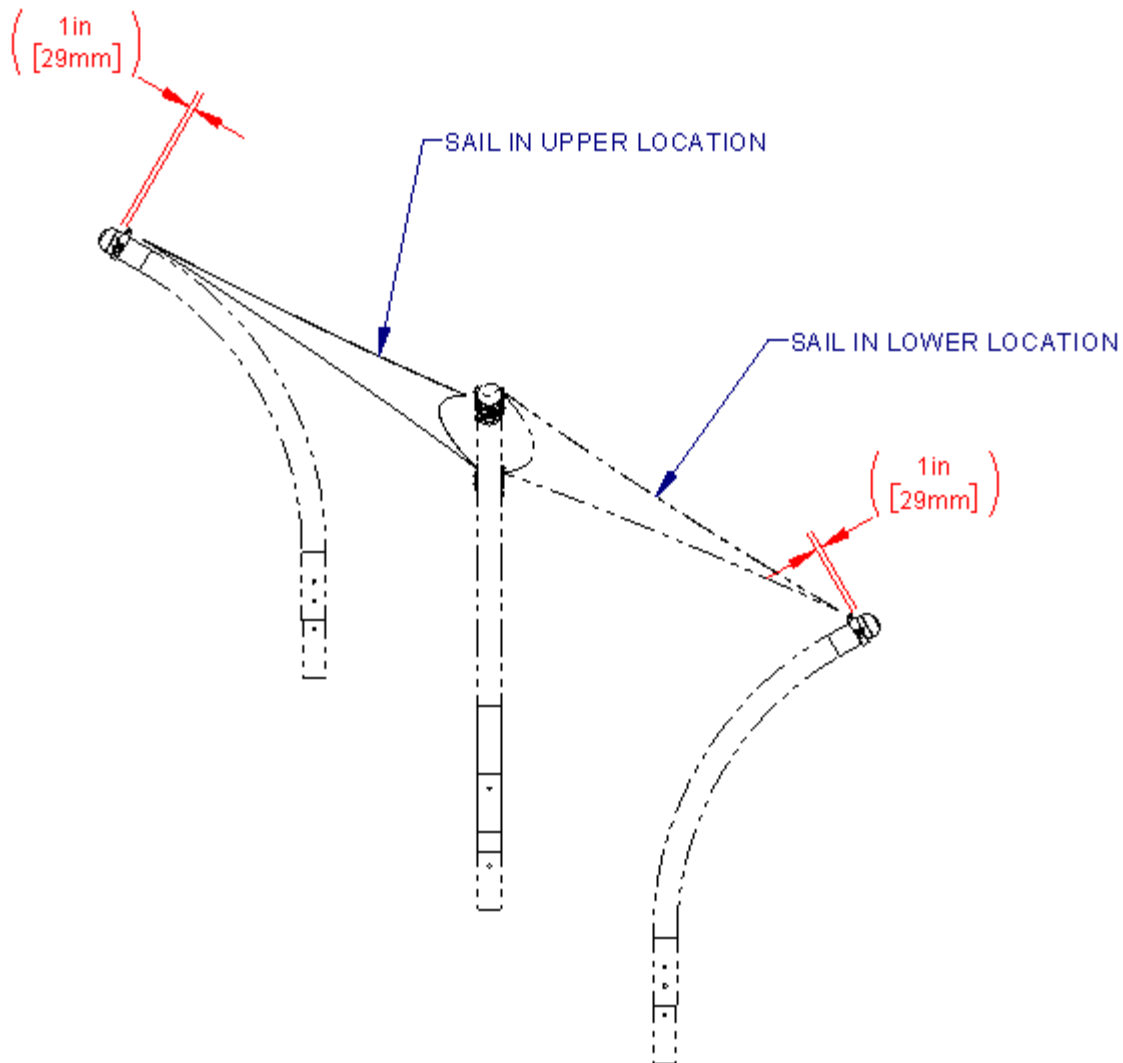
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## Custom Curved Post Tri-Sail

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## Custom Curved Post Tri-Sail

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**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

**Cable/Net Assemblies:** (Cable) Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core. (Cable Connectors) 6063-T6 aluminum.

**Belting:** .315" (8,00 mm) Thick mini rough top rubber belting with polyester fabric plys, black in color.

**Net Clamps:** Weldment comprised of 1 1/4" (6,35 mm) x 1 3/4" (44,45 mm) HRPO flat steel and .375" (9,53 mm) stainless steel sheet. Finish: ProShield, color specified.

**5" Clamps:** Cast aluminum. Finish: ProShield, color specified.

**Steel Half Clamps:** Fabricated from of 1 1/4" (6,35 mm) HRPO flat steel. Finish: ProShield, color specified.

**Slides/Slide Hoods/O-Zone Rings/Ball Knots/Pods:** Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

**Rail Spacer Tube:** Fabricated from 1.312 (33,33 mm) O.D. x 16 Ga. (.065) (1,65 mm) steel tubing. Finish: ProShield, Color Specified.

**Spacer Tube:** Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: ProShield, color specified.

**Slide Hand Rails:** Extruded from 1.125" (28,57 mm) O.D. x .312" (7,92 mm)W. 6005-T5 aluminum. Finish: ProShield, Color Specified.

**Chain:** Steel 1 1/4" (6,35 mm) straight link chain, 3,150 lbs. (1428,82 kilograms) working load limit. Finish: ProGuard.

**DigiFuse Barrier Panels:** Assembled from 1/4" (6,35 mm) thick aluminum sheet. Dye sublimation printed digital artwork is fused onto the powdercoated substrate. Solid color Permalene®, color specified. SHT HRPO steel plate 0.1793" (7Ga)

**Seeker Climber Supports:** Weldment comprised of 2.375" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,56 mm) wall galvanized steel tube, and 1 1/4" (6,35 mm) HRPO flat steel. Finish: ProShield®, color specified.

**Cable Clamps:** Weldment comprised of 2 3/8" (60,32 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,55 mm) wall galvanized steel tubing, 1 1/4" (6,35 mm) HRPO steel plate and 3/8" (9,52 mm) HRPO steel plate. Finish: ProShield®, color specified

**Alpine Slide Exit Support:** Weldment comprised of 2.375" (60,32 mm) O.D. x .120" (3,04 mm) black steel tubing and 1 1/4" (6,35 mm) x 3" (76,2 mm) mounting plate. Finish: ProShield, Color Specified.

**O-Zone Ring Caps:** Fabricated from sand-cast alloy 356. Finish: ProShield, color specified.

**Vertical Ladder Handhold Panel:** Solid color Permalene®, color specified.

**Vertical Ladder Backer Plate:** HRPO steel plate 0.1793" thick (7Ga)

**Pod Bolt Plate:** Weldment consists of 3/16" (4,75 mm) HRPO steel plate and 3/8" (9,53 mm) thick SST plate. Finish: ProShield®, color specified.

**Swiggle Knot Footers:** Formed from hot dipped galvanized HRPO steel plate 0.250" thick.

**Marble Panel Assy.:** (Panels) Two color Permalene®, color specified. (Poly Panel) Fabricated from .236" thick clear polycarbonate. (Marbles) 2" Diameter glass.

**Bell Striker:** Two color Permalene, color specified.

**Bells:** Fabricated from 10 GA. (.135") HRPO low carbon steel. Finish: ProShield®, color specified.

**LolliLadder:** Weldment comprised of 1 1/4" (6,35 mm) stainless flat steel, 2.375" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,55 mm) wall galvanized steel tubing, and 1.315" (33,40 mm) O.D. RS20 (.080"-.090") (2,03 mm-2,29 mm) wall galvanized tubing. Finish: ProShield®, color specified.. Finish: ProShield, color specified.

**LolliLadder Rung Cap:** EPDM, black in color.

**E-Pod Casting:** Fabricated from sand cast alloy 356 in accordance with ASTM B26. Finish: ProShield®, color specified.

**Double Slide Support:** Weldment comprised of 2.375" O.D. RS-20 (.095" - .105") galvanized steel tubing and 1 1/4" x 3" mounting plate. Finish: ProShield®, color specified.

**Ring Pull Beam:** Weldment comprised of 1.660" O.D. RS-20 (.085" - .095") galvanized steel tubing and 1 1/4" x 1 3/4" HRS clamps. Housings for double clevis are 1 1/4" O.D. x .312" wall steel tubing. SAE 841 dry bronze bushings are pressed into housings at factory. Finish: ProShield®, color specified.

**Ring Pull "D" Rings:** Cast from A356 aluminum alloy with a cast in place 841 bronze alloy bushing. Finish: TenderTuff™, brown in color.

**Ring Pull Chain Assembly:** 5/16" Low carbon steel straight link galvanized chain, with bolt link made from grade 316 stainless steel. Finish: TenderTuff™, brown in color.

**Ring Pull Double Clevis:** Stainless Steel.

## Tree Tops™ Structure



**SAFETY NOTE**  
Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

**Shade Sail:** Heavy duty, fire resistive, 62.9 mils (1.6 mm) thick professional grade shade fabric for tensioned structures and other shade applications. Made from UV stabilized HDPE monofilament and tape yarns. Specialized lock stitch knit for more air movement and better channeling of cooling breezeways. Constructed to block up to 97.7% of harmful UV sun rays. Fade and tear resistant, will not crack, rot or fray. Tensile strength warp 142.75 lbs. weft 560.67 lbs. Tear strength warp 42.03 lb. and weft 80.70 lbs.. Burst pressure 507.63 PSI. Live loads 5 psf. Remove fabric when wind speed is expected to exceed 90 mph and snow load is expected to exceed 5 psf.

**Steel Posts:** Cut from 5" O.D. .120" wall (11GA) galvanized steel.

**Aluminum Posts:** Cut from 5" O.D. .125" wall aluminum.

**Post Toppers:** Formed from 5" O.D. .120" wall (11GA) galvanized steel. Post caps are Fabricated from sand-cast alloy 356. Finish: Pro- Shield, color specified. Sleeve is cut from 4.69" OD X 24i galvanized steel.

**Belt Bridge Handrail:** Weldment comprised of 1.9" O.D. .095" wall (RS20) and 1.029" O.D. .083 wall (RS20) galvanized steel.

**Belt Bridge Brackets:** Formed from 0.250" thick aluminum plate.

**Vine Climber: Weldment comprised of:** 2.375" O.D. .134" wall (RS40) and 1.315" O.D. .083" wall (RS20) galvanized steel, HRPO steel sheet 0.250" thick, 3/8" SST tab.

**Wrinkle Climber Frame:** formed from HRPO steel plate .250" thick.

**Decks:** Flange formed from 11 GA (.120") sheet steel conforming to ASTM A1011. Standing surface is perforated with 5 /16" diameter holes. Deck face has (4) slotted holes for face mounting components. Finish: TenderTuff, color specified.

## Tree Tops™ Structure

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**SECTION 11 68 23**  
**EXTERIOR ATHLETIC EQUIPMENT**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This item shall consist of furnishing and installing the accessories for the basketball court at the appropriate locations as shown on the plans.

**PART 2 - PRODUCTS**

**2.1 POST**

- A. 6-5/8" diameter with 6' extension

**2.2 VERTICAL POLE**

- A. 6 5/8" O.D. Schedule 40 galvanized tubing. Design shall allow for a 48" bury into the ground and a 72" setback from post to backboard. Two 1" round tubular braces support the top corners of the backboard and connect directly to the pole. The pole shall be designed so that the rim mounts directly through the backboard into the horizontal extension to eliminate backboard stress during play.

**2.3 BACKBOARD**

- A. Backboard shall be 42"x72" rectangular aluminum, 10 gauge and rear support strap structure shall be 1/4". All formed corners and edges shall be fully welded and ground for safety. Backboard face shall be punched throughout with 3/8" holes except for 2" boarder and shooters square area. The backboard shall be coated with white powder coat. Backboard shall accept rims with a 5"x5" hole pattern and be manufactured in the USA.

**2.4 RIM**

- A. Standard rim shall be fabricated from 3/16" backplates and side plates fully welded. Rim shall be double 5/8" diameter, high strength steel welded together at a minimum of six places. Nets shall be attached by means of a continuous net locking system constructed of 3/16"x 1" steel with punched slots that facilitate the use of either nylon or chain nets (nylon net included). The entire rim shall be powder coated orange. Other rims including outdoor breakaway rims shall be available.

**PART 3 - EXECUTION**

**3.1 COORDINATION OF INSTALLATION**

- A. The Contractor shall coordinate the installation of the posts and anchors with the construction of the basketball court and with the application of acrylic surfacing.
- B. The foundations shall be excavated and concrete poured and the posts so set as not to cause cracking or other damage to the finished court surface. The posts shall be set plumb and true so as to support the net.

**END OF SECTION 11 68 23**



**SECTION 31 10 00  
SITE CLEARING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Protecting existing trees, plants, and grass to remain
  - 2. Removing existing trees, plants, and grass
  - 3. Removing existing playground equipment and surfacing
  - 4. Clearing and grubbing
  - 5. Stripping and stockpiling topsoil
  - 6. Disconnecting and capping or sealing site utilities
  - 7. Temporary erosion and sedimentation control measures
  - 8. Relocation and/or removal of trees, signage, etc. as called for on plans
- B. Related Sections
  - 1. Section 31 20 00 "Earth Moving"
  - 2. Section 32 92 00 "Topsoil and Seeding"

**1.3 MATERIAL OWNERSHIP**

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site. See Section 3.7 "Disposal" for more detailed information.

**1.4 PROJECT CONDITIONS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service, "Call Before You Dig" at 1-800-922-4455 for area where Project is located prior to site clearing.
- D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.
- E. Flag the limits of clearing and trees to remain, notify the Landscape Architect for inspection prior to commencing clearing operations.

#### **1.5 QUALITY ASSURANCE**

- A. Workers: All workers shall be thoroughly trained and experienced in the necessary crafts, and completely familiar with the specified requirements and the methods needed for proper performance of the work of this section
- B. Form 818 – State of Connecticut Department of Transportation "Standard Specification for Road, Bridges, and Incidental Construction" 2020 edition, and latest supplements, shall be used for material compliance and execution of the work in this section, unless otherwise specified herein.
- C. Submittals
  1. Sedimentation and erosion control measures.
  2. Contractor shall submit a plan for the protection of existing trees and landscaping to remain.
  3. Contractor shall submit a plan for the protection of existing site amenities to remain.

### **PART 2 - PRODUCTS**

#### **2.1 SOIL MATERIALS**

- A. Topsoil: Requirements for topsoil are specified in section 32 92 00 Topsoil and Seeding, Article 2.1 Topsoil.

#### **2.2 SEDIMENT AND EROSION CONTROL MEASURES**

- A. Materials: As specified as on the Contract Drawings.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

### **3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL**

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to Town of Enfield and DEEP requirements and sediment and erosion control drawings.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

### **3.3 TREE PROTECTION**

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Landscape Architect.

### **3.4 UTILITIES**

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
  - 1. Arrange with utility companies to shut off indicated utilities.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owners written permission.

3.5 CLEARING AND GRUBBING

- A. Clear site of tree stumps, shrubs and other vegetation as noted on plans.
- B. Completely remove stumps, roots, and other debris protruding through ground surface. Chip all brush and limbs, stockpile for later use.
- C. Use hand methods in vicinity of trees to remain.
- D. Fill depressions caused by clearing and grubbing operations with approved soil material, unless further excavation or earthwork is indicated.

3.6 TOPSOIL STRIPPING

- A. Topsoil is defined a friable loam surface soil. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, without weeds, roots, and other objectionable manner.
- B. Till grass into soil prior to stripping.
- C. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.
- D. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
- E. Stockpile topsoil in storage piles in areas indicated or directed. Construct storage piles to provide free drainage of surface water. Cover piles to prevent erosion, if required.
- F. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil in locations required by the construction manager. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust. Install silt fence around stockpiles to contain sediments within the stockpile area.

3.7 REMOVAL OF SITE AMENITIES

- A. Remove existing site amenities including miscellaneous items, as indicated and as necessary to facilitate new construction. Amenities removed and not designated for re-use will become property of the Owner and shall be moved by the Contractor to a location determined by the Owner. Site amenities to be re-installed are to be stored in secure, safe locations until reinstallation time.

3.8 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris and legally dispose of them off Owner's property. The disposal site shall be approved by the Owner prior to removing material.

- B. Surplus excavation and topsoil, if any, shall be transported and stockpiled to a Town-identified location.

**3.9 CLEAN-UP**

- A. Keep grounds clean of rubbish caused by work and of unused materials at all times.
- B. Dispose of cleared materials and rubbish off-site in a legal manner.
- C. Remove unused materials and equipment. Leave area clean.
- D. Do not store hazardous or flammable materials or liquids on site, unless stored in approved containers, properly labeled and approved by the owner.

**END OF SECTION 31 10 00**

## SECTION 31 20 00

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## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Work shall include all materials, labor and equipment to complete all earth moving operations including but not limited to the following:
  - 1. Preparing subgrade for structures, walks, synthetic turf fields and lawns and grasses.
  - 2. Excavating and backfilling for structures
  - 3. Processed aggregate base for bituminous and concrete walks
  - 4. Excavating and backfilling for utility trenches and storm drainage structures
  - 5. Rock Excavation
  - 6. Rock-in Trench Excavation

### **1.2 RELATED SECTIONS**

- A. Section 01 10 00 – Summary
- B. Section 32 12 16 – Bituminous Concrete Paving
- C. Section 32 18 16.14 – Rubber Tile Safety Surface Stone Base
- D. Section 32 30 16 – Cast-in-Place Concrete
- E. Section 32 92 00 – Topsoil and Seeding
- F. Section 33 40 00 – Storm Drainage Utilities

### **1.3 DEFINITIONS**

- A. Fill: General term for soil materials used to raise existing grades.
- B. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer.
  - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.



- C. Backfill: General term used for soil material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed over excavated subgrade, beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- D. Processed Aggregate Base: Course placed in the locations shown on the details.
- E. Processed Aggregate Base – Flat Drain: Processed Aggregate Base when a Composite Flat Drain is installed at the bottom of stone as shown on the details.
- F. Broken Stone for Underdrains: Stone used for backfilling around underdrains at the locations shown on details.
- G. Bedding Course: Initial Backfill placed over the excavated subgrade in a trench before laying pipe.
- H. Sand and Gravel: Fill placed over the excavated subgrade before placing crushed stone slab-on-grade base course.
- I. Structural Fill: Fill placed over the excavated subgrade in the building area, exterior foundation wall backfill, outside of the zone of crushed stone backfill.
- J. Borrow Soil: Satisfactory soil imported from off-site for use as ordinary fill or backfill.
- K. Drainage Course / Crushed Stone: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- L. Ordinary Fill: General fill and backfill placed outside the limits of Structural Fill, Sand and Gravel, and Crushed Stone.
- M. Base Course: aggregate base course placed on the subgrade.
- N. Subgrade: Surface or elevation remaining after completing excavation for site remediation, or top surface of a fill or backfill immediately below subbase, drainage fill, or earthen cap materials. The elevation at which the remediation geotextile barrier layer is installed.
- O. Proof-roll: The application of compactive energy to subgrade for the engineer's evaluation of suitability of subgrade for bearing.
- P. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- Q. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

**1.4 PROJECT CONDITIONS**

- A. Visit the site to review all details of the work and working conditions and to verify dimensions in the field including headroom and interferences from adjacent structures. Notify the Engineer in writing of any discrepancy before performing any work.
- B. Consult official records of existing utilities, both surface and subsurface, and their connection to be fully informed on all existing conditions and limitations as they apply to this work and its relation to other construction work.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
- D. Verify that survey benchmark and intended elevations for work are as indicated.

**1.5 QUALITY ASSURANCE**

- A. Workers: all workers shall be thoroughly trained and experienced in the necessary crafts, and completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.
- B. Testing and Inspection: The Contractor shall employ and pay for a qualified independent laboratory to perform testing and inspection service required by these specifications. Test results shall be sent directly to the owner.

**1.6 SUBMITTALS**

- A. Product data including but not limited to sieve test, abrasion, hardness, proctor, percentage of recycled content, source of material for all materials.

**PART 2 - PRODUCTS**

**2.1 GENERAL BORROW REQUIREMENTS**

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations. Materials shall be free from ice, snow, roots, sod, rubbish or other deleterious or organic matter and shall conform to the gradations specified for each soil material. In addition, submit laboratory analytical results for sample(s) of the material, at least two (2) weeks prior to the import of material.

**2.2 RECLAIMED BASE COURSE**

- A. This item is left intentionally blank.

**2.3 PROCESSED AGGREGATE:**

- A. Where existing bituminous concrete exists and is practical for reclamation, use reclaimed base course.

- B. Coarse and fine aggregates shall be combined and mixed by approved methods so that the resulting material shall meet the following gradation requirements determined by AASHTO T 27:

Processed Aggregate Base Gradation Table	
Square Mesh Sieve	Percent Passing by Weight
Pass 1-1/2 inch	95-100
Pass 3/4 inch	50-75
Pass 1/4 inch	25-45
Pass No. 40	5-20
Pass No. 100	2-12

- C. Coarse Aggregate: Coarse aggregate shall be either gravel, broken stone or reclaimed miscellaneous aggregate containing no more than 2% by weight of asphalt cement, at the option of the Contractor. When tested by means of the Los Angeles Machine, using AASHTO Method T 96, the coarse aggregate shall not have a loss of more than 40%.

1. If gravel is used for the coarse aggregate, it shall consist of sound, tough, durable particles of crushed or uncrushed gravel or a mixture thereof, free from soft, thin, elongated or laminated pieces, lumps of clay, loam and vegetable or other deleterious substances.
2. If broken stone is used for the coarse aggregate, it shall consist of sound, tough, durable fragments of rock of uniform quality throughout. It shall be free from soft disintegrated pieces, mud, dirt, organic or other injurious material.
3. If the reclaimed miscellaneous aggregate is used for the coarse aggregate, it shall consist of sound, tough, durable fragments of uniform quality throughout. It shall be free from soft disintegrated pieces, mud, dirt, glass, organic or other injurious material.
4. Soundness for Gravel, Broken Stone and Reclaimed Miscellaneous Aggregate: When tested by magnesium sulfate solution for soundness using AASHTO Method T 104, the coarse aggregate shall show a loss of not more than 15% at the end of 5 cycles.

- D. Fine Aggregate: The fine aggregate shall be natural sand, stone sand, screenings or any combination thereof. The fine aggregate shall be limited to material 95% of which passes a No. 4 sieve having square openings and not more than 8% of which passes a No. 200 sieve. The material shall be free from clay loam and deleterious materials.

1. Plasticity: When natural sand is used, the fine aggregate shall conform to:
  - a. When the fraction of the dry sample passing the No. 100 mesh sieve is 4% or less by weight, no plastic limit test will be made.
  - b. When the fraction of the dry sample passing the No. 100 mesh sieve is greater than 4% and not greater than 8% by weight, that fraction shall not have sufficient plasticity to permit the performing of the plastic limit test using AASHTO Method T 90.
  - c. When the fraction of the dry sample passing the No. 100 mesh sieve is greater than 8% by weight, the sample will be washed; and the additional material passing the No. 100 mesh sieve shall be determined by AASHTO Method T 146, except that the No. 100 mesh sieve will be substituted for the No. 40 mesh sieve where the

latter is specified in AASHTO Method T 146. The combined materials that passed the No. 100 mesh sieve shall not have sufficient plasticity to permit the performing of the plastic limit test using AASHTO Method T 90.

2. Plasticity: When screenings or any combination of screenings and natural sand or any combination of stone sand and natural sand are used, the following requirements shall apply:
  - a. When the fraction of the dry sample passing the No. 100 mesh sieve is 6% or less by weight, no plastic limit test will be made.
  - b. When the fraction of the dry sample passing the No. 100 mesh sieve is greater than 6% and not greater than 10% by mass, that fraction shall not have sufficient plasticity to permit the performing of the plastic limit test, using AASHTO Method T 90.
  - c. When the fraction of the dry sample passing the No. 100 mesh sieve is greater than 10% by weight, the sample shall be washed; and additional material passing the No. 100 mesh sieve shall be determined by AASHTO Method T 146, except that the No. 100 mesh sieve shall be substituted for the No. 40 mesh sieve where the latter is specified in AASHTO Method T 146. The combined materials that have passed the No. 100 mesh sieve shall not have sufficient plasticity to permit the performing of the plastic limit test using AASHTO Method T 90.

E. Maximum aggregate size shall not exceed 1-1/2 inches.

#### 2.4 SUBBASE:

1. Gradation determined by AASTO T 27:

Square Mesh Sieve	Percent Passing by Weight
Pass 1-1/2 inch	100
Pass 3/4 inch	45-80
Pass 1/4 inch	25-60
Pass No. 10	15-45
Pass No. 40	5-25
Pass No. 100	0-10
Pass No. 200	0-5

2. Soundness: When tested with magnesium sulfate solution for soundness using AASHTO Method T104, coarse aggregate shall not have a loss of more than 15% at the end of 5 cycles

#### 2.5 ORDINARY FILL

- A. General fill and backfill placed outside the limits of Structural Fill, Sand-Gravel, and Crushed Stone. Ordinary Fill shall be friable soil, free of rubbish, ice, snow, tree stumps, roots, and other organic matter; no stone greater than two thirds loose lift thickness see Section 3.11 COMPACTION OF SOIL BACKFILLS AND FILLS of this specification.

## 2.6 BEDDING COURSE

- A. Course placed over the excavated subgrade in a trench before laying pipe. Bedding Course shall consist of Sand free of silt, clay, loam, and organic matter. Bedding material shall pass a 3/8" sieve, with not more than 10% passing a No. 200 sieve.
- B. When ground water is encountered, No.6 stone maybe used instead of sand or sandy soil. It shall be uniform in consistency and only contain clean, hard, tough, durable fragments meeting the following:

AASHTO Test Criteria		
Item	AASHTO Test Methods	Criteria
Material Passing No.200 Sieve	T 11	1% Maximum
Loss on Abrasion	T 96	40% Maximum
Soundness by Magnesium Sulfate	T 104	10% Maximum at 5 cycles

- C. Gradation determined by AASHTO T 27

Square Mesh Sieve	Percent Passing by Weight
Pass 1 inch	100
Pass 3/4 inch	90-100
Pass 1/2 inch	20-55
Pass 3/8 inch	0-15

## 2.7 CRUSHED STONE

- A. Shall be the product resulting from the artificial crushing of rocks, boulders or large cobblestones, substantially all faces of which have resulted from the crushing operation. Broken or crushed stone shall consist of sound, tough, durable stone, reasonably free from soft, thin, elongated, laminated, friable, micaceous or disintegrated pieces, mud, dirt or other deleterious material and shall be sized to meet the following:

1. Gradation determined by AASHTO T 27

Square Mesh Sieve	Percent Passing by Weight
Pass 3-1/2 inch	100
Pass 1-1/2 inch	55-100
Pass 1/4 inch	25-60
Pass No. 10	15-45
Pass No. 40	5-25
Pass No. 100	0-10
Pass No. 200	0-5

## 2.8 PERVIOUS STRUCTURE BACKFILL

- A. Pervious material placed adjacent to structure and shall consist of broken or crushed stone, broken or crushed gravel, or reclaimed miscellaneous aggregate containing no more than 2% by weight of asphalt cement or mixtures thereof and shall conform to the following requirements:

1. Broken or crushed stone shall consist of sound, tough, durable stone, reasonably free from soft, thin, elongated, friable, laminated, micaceous or disintegrated pieces, mud, dirt or other deleterious material and shall be sized to meet the requirements:

- a. Gradation determined by AASHTO T 27

Square Mesh Sieve	Percent Passing by Weight
Pass 5 inch	100
Pass 3-1/2 inch	90-100
Pass 1-1/2 inch	55-95
Pass 1/4 inch	25-60
Pass No. 10	15-45
Pass No. 40	5-25
Pass No. 100	0-10
Pass No. 200	0-5

- b. It shall meet the requirements of loss on abrasion of not more than 40% using AASHTO Method T 96.

2. Bank or crushed gravel shall consist of sound, tough, durable particles of crushed or uncrushed gravel free from soft, thin, elongated or laminated pieces and vegetable or other deleterious substances. It shall meet:

- a. Gradation determined by AASHTO T 27

Square Mesh Sieve	Percent Passing by Weight
Pass 5 inch	100
Pass 3-1/2 inch	90-100
Pass 1-1/2 inch	55-95
Pass 1/4 inch	25-60
Pass No. 10	15-45
Pass No. 40	5-25
Pass No. 100	0-10
Pass No. 200	0-5

3. Reclaimed Miscellaneous Aggregate shall consist of sound, tough, durable particles of crushed reclaimed waste. It shall be free of soft disintegrated pieces, mud, dirt, glass or other injurious material, and contain no more than 2% by weight of asphalt cement. It shall meet Grading "B." Reclaimed miscellaneous aggregate shall not be used.

## 2.9 STONE DUST SURFACE/SCREENINGS

- A. Broken or crushed stone shall consist of sound, tough, durable stone, reasonably free from soft, thin, elongated, friable, laminated, micaceous or disintegrated pieces, mud, dirt or other deleterious material and shall be sized to meet the requirements:



1. Gradation determined by AASHTO T 27

Square Mesh Sieve	Percent Passing by Weight
Pass No. 4	100
Pass No. 8	40-100

## 2.10 SAND

- A. Layer placed between concrete slab and base. Material shall be manufactured sand produced from washed stone screenings; stone screenings or gravel; or combinations thereof, after mechanical screening.
  1. The fineness modulus of fine aggregate from a source must not vary more than 0.20 from the base fineness modulus of that source.
  2. The fine aggregate must not produce a color darker than Gardner Color Standard No. 11 in accordance with AASHTO T 21.
  3. Gradation determined by AASHTO T 27:

Square Mesh Sieve	Percent Passing by Weight
Pass 3/8 inch	100
Pass No. 4	95-100
Pass No. 8	80-100
Pass No. 16	50-85
Pass No. 30	25-60
Pass No. 50	10-30
Pass No. 100	2-10

## 2.11 BROKEN STONE FOR UNDERDRAINS

- A. Aggregates must not have expansive or reactive properties.
- B. Coarse aggregate must be uniform in consistency and only contain clean, hard, tough, durable fragments
- C. AASHTO Test Criteria

AASHTO Test Criteria		
Item	AASHTO Test Methods	Criteria
Material Passing No.200 Sieve	T 11	1% Maximum
Loss on Abrasion	T 96	40% Maximum
Soundness by Magnesium Sulfate	T 104	10% Maximum at 5 cycles

## D. Gradation determined by AASHTO T 27:

Square Mesh Sieve	Percent Passing by Weight
Pass 1/2 inch	100
Pass 3/8 inch	85-100
Pass No. 4	10-30
Pass No. 8	0-10
Pass No. 16	0-5

## 2.12 NONWOVEN GEOTEXTILE

- A. and shall be a nonwoven needle-punched construction and consist of long-chain polymeric fibers composed of polypropylene, polyethylene, or polyamide. The fibers shall be oriented into a multidirectional stable network whereby they retain their positions relative with each other and allow the passage of water as specified. The fabric shall be free of any chemical treatment or coating that reduces permeability and shall be inert to chemicals commonly found in soil. The geotextile shall conform to the following minimum average roll values:

Weight	ASTM D-3776	4.0
Tensile Strength	ASTM D-4632	100
Elongation %	ASTM D-4632	50
Puncture, lb.	ASTM D-751	50
Mullen Burst, psi	ASTM D-3786	200
Trapezoidal Tear, lb.	ASTM D-4533	42
Coefficient of Permeability	ASTM D-4491	.1 cm/sec
Flow Rate, gpm/ft <sup>2</sup>	ASTM D-4491	100
Permittivity, 1/sec	ASTM D-4491	1.8
Apparent Opening Size	ASTM D-4751	70 Max. US Std. Sieve Opening
Seam Strength, lb./ft.	ASTM D-4595	100
Fungus	ASTM G-21	No growth

## 2.13 TILE PLAYGROUND DYNAMIC STONE BASE

- A. Stone used for drainage layer beneath the pervious Tiled Playground Surface.
- B. See Section 32 18 16.14

## 2.14 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 5 mils thick, with aluminum backing and continuously inscribed with a description of the utility.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Identify and flag structures, utilities, sidewalks, pavements, and other facilities and protect from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations. Maintain and protect existing utilities remaining which pass through work area.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface.
- C. Protect and maintain erosion and sedimentation controls.

### **3.2 EXCAVATION FOR SITE**

- A. Classified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered within a tolerance of plus or minus 1 inch. Classified excavated materials may include rock and obstructions. Classified surface and subsurface conditions when encountered, and as defined in 3.3 Rock Excavation shall be measured and compensated as described.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

### **3.3 EXCAVATION FOR STRUCTURES**

- A. Unclassified Excavation: Excavate to required elevations and dimensions regardless of the character of surface and subsurface conditions encountered within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

### **3.4 EXCAVATION FOR WALKS AND PAVEMENTS**

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### **3.5 EXCAVATION FOR UTILITY TRENCHES**

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of

pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

### 3.6 SUBGRADE EVALUATION

- A. Proof-roll subgrade with 10 passes of a vibratory drum roller weighing at least 10,000 pounds at the drum or other approved equipment to identify soft pockets and areas of excess yielding. Soft pockets and zones of yielding shall be excavated and proof-rolled again. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation or change in Contract Time.
- C. Alternate No. 1 - For subgrade areas beneath athletic fields designated to receive a layer of free draining material above the subgrade, the subgrade slopes are to match the proposed slopes for finish grade. The Contractor shall provide a survey by a licensed surveyor of as built subgrade elevations at 50' on center each way for approval by the Engineer prior to placement of free draining material. Preparation of subgrade operations is to be performed in conditions free of mud, frost, snow and ice.
- D. Prior to the commencement of subgrade preparation, the Engineer shall be notified of any potential unsuitable soil conditions and a determination made as to the acceptable nature of the subgrade soils.

### 3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer, without additional compensation or change in Contract Time.
- B. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer, without additional compensation or change in Contract Time.

### 3.8 STORAGE OF SOIL MATERIALS AND PROTECTION OF SUBGRADE

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust and for protection from precipitation
- B. Dewater to maintain water at least two feet below bottom of all excavations.
- C. Protect all subgrade soils. Excavate disturbed subgrade and backfill in accordance with specifications at Contractor's expense.
- D. Excavate soil and all other materials required to accommodate slabs, paving and site structures, and construction operations.

- E. Do not excavate to full depth when freezing temperatures may be expected unless subgrade is protected from freezing or footings or slabs can be placed immediately after excavation is completed and are protected from freezing.
- F. Maintain safe and stable banks.
- G. Excavate in a manner that will not disturb existing foundations. Plans for excavating near existing foundations shall be submitted to the Architect for approval prior to beginning such excavation.
- H. Correct unauthorized excavations at no additional cost to the Owner or change in Contract Time.
- I. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.9 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.
  - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- D. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- E. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

### 3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

### 3.11 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials as indicated on the plans and as specified. Compaction shall be performed in accordance with the following:
  1. Minimum compaction for fill and backfill, based on percentage of maximum dry density (as determined by ASTM D1557 or AASHTO T-180 (Modified Proctor)), is:
 

Below Structures	– 95%
Behind Retaining Walls	– 92%
Pavement Base/Subbase	– 95%
Below Pavement Subbase	– 95%
Areas of General Landscaping	– 90%
Subgrade below Poured-In-Place Surface (P.I.P.)	– 95%
Flat Drain Processed Aggregate Beneath P.I.P	– 95%
  2. Loose lift thickness for Fill and Backfill and the minimum number of passes of compaction equipment are summarized on the following table:

Compaction Method	Max Stone Size	Maximum Loose Lift Thickness		Minimum Number of Passes	
		Below Structures and Pavement	Less Critical Areas	Below Structures and Pavement	Less Critical Areas
Hand-operated vibratory plate or light roller in confined areas	4"	6"	8"	6	4
Hand-operated vibratory drum rollers weighing at least 1,000#	6"	8"	10"	6	4
Light vibratory drum roller, minimum dynamic force 3,000# per ft. of drum width	6"	10"	14"	6	4
Medium vibratory drum roller, minimum dynamic force 5,000# per ft. of drum width	8"	12"	18"	6	4
Large vibratory drum roller, minimum dynamic force 8,000# per ft. of drum width	10"	16"	24"	6	4

- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure. Uneven backfill outside foundation walls are permitted after slabs or suitable bracing are installed at the tops of the walls.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding.

3.14 BASE COURSE

- A. Where reclamation of bituminous concrete is used for base course, a reclaiming machine shall be used to depths shown on the details.
- B. Fine grade and move excess material for use on other portions of the site and compact.
- C. Compact and fine grade the material to the same requirements as processed aggregate base.

3.15 PROCESSED AGGREGATE BASE

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
  - 1. Shape subbase and base course to required crown elevations and cross-slope grades.
  - 2. The same type of coarse aggregate shall be used throughout a Project unless otherwise permitted by the Engineer.
    - a. Prior to placing the processed aggregate base, the prepared subbase or subgrade shall be maintained true to line and grade, for a minimum distance of 200 feet in advance of the work. None of the aggregate courses shall be placed more than 500 feet ahead of the compaction and binding operation on that particular course.
    - b. The processed aggregate base shall be spread uniformly by a method approved by the Engineer. The thickness of each course shall not be more than 4 inches after compaction, unless otherwise ordered.
    - c. After the aggregate is spread, it shall be thoroughly compacted and bound by use of equipment specifically manufactured for that purpose.
      - 1) Rollers shall deliver a ground pressure of not less than 300lb./in of contact width and shall have a weight not less than 10 tons.
      - 2) Vibratory units shall have a static weight of not less than 4 tons.
      - 3) Water may be used during the compaction and binding operation and shall be applied from an approved watering device.
      - 4) The compacting and binding operation shall begin at the outside edges, overlapping the shoulders for a distance of not less than 6 inches and progress towards the middle, parallel with the centerline of the pavement.
      - 5) The work shall cover the entire surface of the course with uniform overlapping of each preceding track or pass.



- 6) Areas of super-elevation and special cross slope shall be compacted by beginning at the lowest edge and proceeding towards the higher edge, unless otherwise directed by the Engineer.
  - 7) The compacting and binding operation shall be continued until the voids in the aggregates have been reduced to provide a firm and uniform surface satisfactory to the Engineer.
  - 8) The amount of compactive effort shall in no case be less than 4 complete passes of the compacting and binding operations.
  - 9) All aggregate shall be completely compacted and bound at the end of each day's work or when traffic is to be permitted to operate on the road.
  - 10) The dry density of each layer of processed aggregate base after compaction shall not be less than 95% of the maximum dry density for that material when determined by the Contractor in accordance with AASHTO T 180 and measured in-place with ASTM D6938 or other methods approved by the Engineer.
- d. The Contractor shall perform in-place density testing at a sufficient frequency to ensure that the specified results are continuously met. The Contractor shall submit complete field density testing and inspection records to the Engineer within 48 hours (excluding weekends and holidays) of the test in a manner acceptable to the Engineer.
  - e. Should the subbase or subgrade material become churned up or mixed with the processed aggregate base at any time, the Contractor shall, without additional compensation remove the mixture. The Contractor shall add new subbase material, if required, and reshape and recompact the subbase. New aggregate material shall be added, compacted and bound, as hereinbefore specified, to match the surrounding surface.
  - f. Any surface irregularities which develop during, or after work on each course, shall be corrected by loosening material already in place and removing or adding aggregate as required. The entire area, including the surrounding surface, shall be re-compacted and rebound until it is brought to a firm and uniform surface satisfactory to the Engineer.
3. Compact subbase and base course as specified in Form 817 Section 3.12, plus the requirements that compaction shall be continued until the dry density of each layer is not less than 95% of the dry density achieved by AASHTO T 180, Method D.
  4. Field testing will be performed in accordance with AASHTO T 310 and ASTM D6938 as indicated in the latest edition of the "Minimum Schedule for Acceptance Testing."
    - a. Should the subbase or subgrade material become churned up or mixed with the processed aggregate base at any time, the Contractor shall, without additional compensation remove the mixture.
    - b. The Contractor shall add new subbase material, if required, and reshape and recompact the subbase. New aggregate material shall be added, compacted and bound, as hereinbefore specified, to match the surrounding surface.

- c. Any surface irregularities which develop during, or after work on each course, shall be corrected by loosening material already in place and removing or adding aggregate as required.
- d. The entire area, including the surrounding surface, shall be re-compacted and rebound until it is brought to a firm and uniform surface satisfactory to the Engineer.
- e. In addition, the finished surface shall be tested for level using a 10-foot straight edge. The surface shall not vary from the specified grade by more than ¼ inch in 10 feet measured in any direction.
- f. Irregularities shall be corrected to the satisfaction of the Engineer.

3.16 PROCESSED AGGREGATE BASE -FLAT DRAIN

- A. Upon the completion of constructing an approved field subgrade, the Contractor shall install Underdrain base layers within a 20'x20' test area for the purpose of determining that the Contractor means and methods of placing the material conforms to the following requirements:
  - 1. The dry density after compaction shall be 95%,  $\pm 1.5\%$  of the dry density for the material being tested in accordance with Modified Proctor procedure according to ASTM 1557.
- B. The above testing and any subsequent retesting shall be pre-formed by an independent testing laboratory with the cost borne by the Contractor.
- C. When the results of the above testing requirements are not satisfactory to the Engineer, the Contractor shall adjust his procedure as required to attain the necessary results.
- D. Upon desired test results and approval from the Engineer, the Contractor may proceed with the complete installation of bottom layer stone base and then the top layer stone base following the approved installation procedure.
- E. The surface of each stone base layer shall be formed to meet the design elevations to within 1/2", and the surface shall not deviate more than 1/4" over 10' in any direction.
- F. Check surface tolerance prior to installation of Poured-In-Place surface.

3.17 DRAINAGE COURSE

- A. Place free draining course on subgrades free of mud, frost, snow, or ice.
  - 1. On prepared subgrade, place and compact drainage course under bituminous concrete trail as specified.

3.18 BROKEN STONE FOR UNDERDRAINS

- A. Underdrains shall consist of pipe pervious to water, laid in a trench refilled with pervious material. They shall be of the dimensions and details as indicated on the plans.

- B. Outlets for underdrains shall consist of pipe laid in a trench and refilled with earth. The size and type of outlet pipe shall be the same as that of the underdrain to which it is connected, except that it shall not be pervious to water.
- C. Where the bottom of the trench is unstable or in rock, the trench shall be excavated 6 inches deeper and an additional 6 inches layer of granular fill or aggregate similar to that used to fill the trench shall be placed and compacted in the trench.
- D. Where the perforations are to be at the bottom of the pipe, the aggregate for filling the trench shall then be placed to a depth of 3 inches and tamped true to grade. The pipe shall be placed and firmly bedded on the aggregate. This aggregate shall be placed whether the pipe is encased with geotextile or not.
- E. When the pipe used has a bell, the pipe shall be installed with the bell end upgrade with the spigot end entered fully into the adjacent bell.
- F. When clay or concrete pipe is used, the joints will not have to be filled with a joint sealant or fitted with a gasket.
- G. When metal, bituminized fiber, plastic, polyethylene or asbestos cement pipe is used, the pipe shall be carefully butted together and held by bands or other approved means so as to prevent any displacement of the joint.
- H. After the pipe has been installed as described above, the aggregate shall be placed carefully around and over the pipe to a height of 12 inches above the top of the pipe. The remainder of the trench shall be filled with aggregate and tamped in layers as shown on the plans. When the underdrain pipe is used with the holes in an upward position, and in all cases where sand is used instead of the aggregate described hereinbefore, a protective 3-inch minimum layer of 3/8-inch aggregate shall be placed over the pipe and around all of the holes. Geotextile may be substituted for the 3-inch layer of aggregate. When geotextile is used, the entire length of each drainpipe shall be wrapped with the fabric and the seams lapped and welded or bonded. Where the seams of the geotextile are not welded or bonded, they shall be lapped to a minimum width equal to the diameter of the pipe for 6-inch pipe and larger and a minimum of 6 inches for smaller pipe.
- I. In all cases where subbase material or gravel is to be placed over the underdrains, a layer of at least 6 inches of subbase material or gravel shall be placed over the underdrain immediately after its completion.
- J. For outlets, the trench shall be excavated, and the pipe installed in accordance with the requirements of utility trenches per this specification.
- K. Where shown on the plans or directed by the Engineer, the Contractor shall connect underdrains or outlets to existing or proposed drainage systems or structures.
- L. This work shall be performed in a workmanlike manner satisfactory to the Engineer by installation of tees or wyes branches or by providing a hole in the main line underdrain.
- M. Where the upgrade end of the underdrain does not enter a structure, it shall be capped or plugged as directed.

**3.19 FIELD QUALITY CONTROL**

- A. Testing Agency: Contractor will engage a qualified independent testing agency to perform field quality control testing.
- B. Allow engineer and/or testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: Footing subgrades shall be evaluated by the engineer for suitability for foundation bearing.
- D. When engineer and/or testing agency reports show that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; re-compact and retest until specified compaction is obtained.

**3.20 PROTECTION**

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions at no additional compensation or change in Contract Time.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

**3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Disposal: Remove surplus soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property at no additional cost.

**END OF SECTION 31 20 00**

July 1, 2022

Mr. Rosh Maghfour  
Interim Chief Operating Officer  
Waterbury Public Schools  
Chase Building  
236 Grand Street  
Waterbury, CT 06702

**Re: Carrington Elementary School  
Former Playground Redevelopment  
Waterbury, Connecticut  
SLR #141.11014.00091**

Dear Mr. Maghfour,

SLR International Corporation (SLR) has completed soil sampling within the area of the former playground at Carrington Elementary School. The sampling was performed in response to the City of Waterbury's desire to renovate the playground and restore the site to an active recreation area. It is expected that any future development at the site would include rebuilding the playground structure, as well as the creating of walking paths, open grass play areas, and gathering spaces. The sampling was performed to help determine the soil quality within the project area and determine if special soil handling or disposal would be necessary during project construction.

#### **SITE INVESTIGATION**

The investigation included the collection of five soil samples from the upper 1.5 feet of soil, as measured from grade, to help evaluate the soil quality within the area of the proposed activities. On May 18, 2022, SLR personnel collected the soil samples utilizing a rotary hammer drill and hand auger. The samples were inspected for visual and olfactory evidence of contamination and were then placed into laboratory provided glassware for analysis. Figure 1 depicts the sample locations.

The soil samples were submitted to a state-certified laboratory for analysis of potential contaminants of concern based on their location as follows:

- One shallow soil sample, HA-1, from the undeveloped area for pesticides, extractable total petroleum hydrocarbons (ETPH), polycyclic aromatic hydrocarbons (PAH), and Resource Recovery and Conservation Act (RCRA-8) select metals.
- One shallow soil sample, HA-2, from beneath the existing asphalt for ETPH, PAH, and RCRA-8 metals
- One shallow soil sample, HA-3, from within the area of the existing playground for pesticides, ETPH, PAH, and RCRA-8 metals.
- Two shallow soil samples, HA-4 and HA-5 collected from near the transformer and analyzed for pesticides, polychlorinated biphenyls (PCBs), ETPH, PAHs, RCRA-8 metals

## REGULATORY CRITERIA

The results were compared to the Connecticut Department of Energy and Environmental Protection (CTDEEP) Remediation Standard Regulations (RSRs). The RSRs (Regulations of Connecticut State Agencies, Sections 22a-133k-1 to 3 and 22a-133q-1) do not technically apply to the site but are used to evaluate the presence of contaminants within the project area. This comparison allows for management of contaminated media, if detected, in a manner consistent with applicable regulations to determine whether the soil encountered would be considered an impacted soil or “clean” soil.

The reported concentrations for soils were compared to the Direct Exposure Criteria (DEC) and the Pollutant Mobility Criteria (PMC). These are described in the following paragraphs.

Direct Exposure Criteria: The DEC are risk-based standards that were developed by CTDEEP to be protective of human exposure to the soils by ingestion or adsorption. The DEC apply to soil primarily from the ground surface to 15 feet below the ground surface. The DEC are divided by potential exposure scenarios into Residential DEC (RDEC) and Industrial/Commercial DEC (I/CDEC). The RDEC apply to all sites unless an environmental land use restriction (ELUR) has been filed on the property deed. The use of the less stringent I/CDEC requires an ELUR on the property that restricts future use of the property to industrial or commercial use. The DEC are not applicable to inaccessible soils (i.e., soil that is more than 4 feet below the ground surface, 2 feet below pavement that is at least 3 inches thick, or below an existing building) provided that an ELUR to maintain these barriers has been placed on the property deed. An ELUR is not currently in place for the project area; therefore, the RDEC are acceptable to compare to the data obtained at the site.

Pollutant Mobility Criteria: The PMC are risk-based standards that were developed by CTDEEP to be protective of groundwater by ensuring that the potential for leaching of the contaminants from impacted soils into groundwater is minimized. The PMC are subdivided into GA PMC and GB PMC based upon the groundwater classification of a site and the surrounding area. Since the site corridor is mapped as a GA

area, the GA PMC are applicable for the soil at the subject site. The PMC apply to soil from the ground surface to the seasonal low-water table in areas of GA groundwater classification.

## RESULTS

A summary of the soil sample analytical results is provided in Table 1. Sample locations are shown on Figure 1, and a copy of the laboratory report is attached.

In general, the sub-soil encountered at all locations consisted of brown sandy soil with some gravel and cobbles along with trace asphalt. HA-1 had a layer of topsoil and organic matter in the top several inches, as it is in an undeveloped portion of the site. HA-2 was located in a paved area and had approximately 3 inches of asphalt above the subsoil. HA-3 was located in the existing playground area and had approximately 8 inches of woodchips above several inches of dark topsoil, before entering the subsoil. HA-4 and HA-5 were located in grassy areas and had several inches of topsoil above the subsoil. Groundwater was not encountered in any of the sample locations, and the subsoil appeared generally dry and loose, ranging from 83% to 93% percent solids.

Based on the laboratory results, there were detections of metals in all samples, and detections of PAHs in HA-1, HA-4, and HA-5. The detected metals were at concentrations typical for background conditions with no indications of release or impacts to the underlying soil. Several PAH compounds were detected at concentrations above background, but below their respective RSR criteria. There were no detections above the laboratory reporting limit for PCBs or pesticides.

## SUMMARY AND CONCLUSION

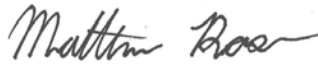
The purpose of this soil sampling program was to help verify the absence or presence and location of subsurface contamination and to assess the potential pollutant soil impacts to be encountered during excavation or construction activities associated with the renovation of the playground. The analytical results revealed detections of several PAHs and select metals at concentrations below their respective RSR criteria.

The detection of PAH compounds is likely attributed to the asphalt fragments within the shallow soil sample and not indicative of a release of petroleum or other source. The presence of these low-level PAHs will require limited special handling during the project, including waste-characterization prior to any off-site disposal and placement of the excavated material below grade and above the water-table to minimize potential for direct exposure of off-site migration.



Sincerely,

**SLR International Corporation**



Matthew Rose  
Project Environmental Scientist



Peter Shea, LEP  
Principal Environmental Scientist



## Legend

● Sample Locations



99 REALTY DRIVE  
CHESHIRE, CT 06410  
203.271.1773

## HAND AUGER SAMPLE LOCATIONS

FORMER CARRINGTON SCHOOL PLAYGROUND  
CITY OF WATERBURY  
KENMORE & TRUMAN AVENUE  
WATERBURY, CONNECTICUT



0 60  
Feet

SCALE 1" = 60'

DATE 6/3/2022

141.11014.00091  
PROJ. NO.

**FIG. 1**

Table 1: Soil Sampling Results Carrington Elementary School 24 Kenmore Ave, Waterbury, CT	Client ID (sample depth in feet)			HA-1 (0.5-1.5)	HA-2 (1-2)	HA-3 (0.5-1.5)	HA-4 (0.5-1.5)	HA-5 (0.5-1.5)
	GA PMC	I/C DEC	R DEC	5/18/22	5/18/22	5/18/22	5/18/22	5/18/22
<b>CT ETPH (mg/kg dry)</b>								
ETPH	2,500	2,500	500	<60	<55	<55	<58	<54
<b>Metals by EPA 6010C (mg/kg dry)</b>								
Arsenic	-	10	10	3	2	1.6	3.3	1.8
Barium	-	140000	4700	41	44	57	61	32
Cadmium	-	1000	34	<0.59	<0.53	<0.55	<0.54	<0.50
Chromium	-	NE	NE	13	14	17	16	9.7
Lead	-	1000	400	14	7.5	6.7	16	12
Mercury	-	610	20	<0.15	<0.14	<0.14	<0.15	<0.14
Selenium	-	10000	340	<3.0	<2.7	<2.7	<2.7	<2.5
Silver	-	10000	340	<2.4	<2.1	<2.2	<2.1	<2.0
<b>PCBs by EPA 8082A (mg/kg dry)</b>								
Total PCBs	NA	10	1	-	-	-	<0.059	<0.054
<b>Pesticides by EPA 8081B (ug/kg dry)</b>								
4,4-DDD	3	17000	1800	<1.2	-	-	<1.2	<1.1
4,4-DDE	3	17000	1800	<1.2	-	-	<1.2	<1.1
4,4-DDT	3	17000	1800	<1.2	-	-	<1.2	<1.1
4,4-Methoxychlor	800	10000000	340000	<5.9	-	-	<5.8	<5.4
alachlor	230	72000	7700	<59	-	-	<58	<54
Aldrin	2	340	40	<5.9	-	-	<5.8	<5.4
alpha-BHC	2	3200	340	<5.9	-	-	<5.8	<5.4
beta-BHC	2	3200	340	<5.9	-	-	<5.8	<5.4
Chlordane	66	2200	490	<36	-	-	<35	<32
Delta-BHC	2	3200	340	<5.9	-	-	<5.8	<5.4
Dieldrin	7	360	38	<1.2	-	-	<1.2	<1.1
Endosulfan I	84	1000000	41000	<5.9	-	-	<5.8	<5.4
Endosulfan II	84	1000000	41000	<5.9	-	-	<5.8	<5.4
Endosulfan sulfate	84	1000000	41000	<5.9	-	-	<5.8	<5.4
Endrin	40	610000	20000	<5.9	-	-	<5.8	<5.4
Endrin aldehyde	40	610000	20000	<5.9	-	-	<5.8	<5.4
Endrin ketone	40	610000	20000	<5.9	-	-	<5.8	<5.4
Gamma-BHC	20	610000	20000	<5.9	-	-	<5.8	<5.4
Heptachlor	13	1300	140	<5.9	-	-	<5.8	<5.4
Heptachlor epoxide	20	630	67	<5.9	-	-	<5.8	<5.4
Toxaphene	330	5200	560	<120	-	-	<120	<110
<b>Semivolatile Organic Compounds (SVOCs) by EPA Method 8270D (ug/kg dry)</b>								
2-Methyl Naphthalene	560	1000000	270000	<240	<220	<230	<230	<220
Acenaphthene	8400	2500000	1000000	<120	<110	<110	<120	<110
Acenaphthylene	8400	2500000	1000000	<120	<110	<110	<120	<110
Anthracene	40000	2500000	1000000	<120	<110	<110	<120	<110
Benzo(a)Anthracene	1000	7800	1000	<120	<110	<110	370	250
Benzo(a)pyrene	1000	1000	1000	<120	<110	<110	450	390
Benzo(b)fluoranthene	1000	7800	1000	150	<110	<110	610	780
Benzo(g,h,i)perylene	1000	78000	8400	<120	<110	<110	350	530
Benzo(k)fluoranthene	1000	78000	8400	<120	<110	<110	270	270
Chrysene	1000	780000	84000	<120	<110	<110	440	370
Dibenz[a,h]anthracene	1000	1000	1000	<120	<110	<110	<120	120
Fluoranthene	5600	2500000	1000000	170	<110	<110	760	490
Fluorene	5600	2500000	1000000	<120	<110	<110	<120	<110
Indeno[1,2,3-cd]pyrene	1000	7800	10000	<120	<110	<110	300	490
Phenanthrene	4000	2500000	1000000	<120	<110	<110	200	140
Pyrene	4000	2500000	1000000	140	<110	<110	610	400
Naphthalene	5600	2500000	1000000	<120	<110	<110	<120	<110
<b>Percent Solids SM 2540 G (%)</b>								
Percent Solids	NA	NA	NA	83	89	89	85	93

Notes:

CTDEEP - Connecticut Department of Energy & Environmental Protection  
GA PMC - GA-Groundwater Area Pollutant Mobility Criteria  
I/C DEC - Industrial/Commercial Direct Exposure Criteria  
R DEC - Residential Direct Exposure Criteria  
CT ETPH - Connecticut Extractable Total Petroleum Hydrocarbons  
mg/kg - Milligrams per kilogram  
EPA - Environmental Protection Agency  
PCB - Polychlorinated biphenyl

-- Not analyzed for this parameter  
ug/kg - Micrograms per kilogram  
NE - Criteria not established for this parameter  
NA - Not applicable  
ND<53 - Not detected above the indicated reporting limit  
Black text value indicates a detection



Client: Mr. Matthew Rose  
SLR Incorporated  
45 Glastonbury Blvd  
Glastonbury, CT 06033

# Analytical Report

## CET# 2050501

Report Date: May 31, 2022  
Project: Carrington School, Waterbury  
Project Number: 141.11014.00091

Connecticut Laboratory Certificate: PH 0116  
Massachusetts Laboratory Certificate: M-CT903  
Rhode Island Laboratory Certificate: 199



New York NELAP Accreditation: 11982  
Pennsylvania Laboratory Certificate: 68-02927

CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**SAMPLE SUMMARY**

The sample(s) were received at 4.0 C.

This report contains analytical data associated with following samples only.

Sample ID	Laboratory ID	Matrix	Collection Date/Time	Receipt Date
HA-1 0.5-1.5ft	2050501-01	Soil	5/18/2022 12:05	05/19/2022
HA-2 1-2ft	2050501-02	Soil	5/18/2022 12:15	05/19/2022
HA-3 0.5-1.5ft	2050501-03	Soil	5/18/2022 12:30	05/19/2022
HA-4 0.5-1.5ft	2050501-04	Soil	5/18/2022 12:45	05/19/2022
HA-5 0.5-1.5ft	2050501-05	Soil	5/18/2022 13:00	05/19/2022

CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Analyte: Percent Solids [SM 2540 G]**

**Analyst: MV**

**Matrix: Soil**

Laboratory ID	Client Sample ID	Result	RL	Units	Dilution	Batch	Prepared	Date/Time Analyzed	Notes
2050501-01	HA-1 0.5-1.5ft	83	1.0	%	1	B2E2037	05/20/2022	05/23/2022 10:00	
2050501-02	HA-2 1-2ft	89	1.0	%	1	B2E2037	05/20/2022	05/23/2022 10:00	
2050501-03	HA-3 0.5-1.5ft	89	1.0	%	1	B2E2037	05/20/2022	05/23/2022 10:00	
2050501-04	HA-4 0.5-1.5ft	85	1.0	%	1	B2E2037	05/20/2022	05/23/2022 10:00	
2050501-05	HA-5 0.5-1.5ft	93	1.0	%	1	B2E2053	05/20/2022	05/23/2022 08:36	

**Analyte: Mercury [EPA 7471B]**

**Analyst: EAS**

**Matrix: Soil**

Laboratory ID	Client Sample ID	Result	RL	Units	Dilution	Batch	Prepared	Date/Time Analyzed	Notes
2050501-01	HA-1 0.5-1.5ft	ND	0.15	mg/kg dry	1	B2E2013	05/20/2022	05/20/2022 14:02	
2050501-02	HA-2 1-2ft	ND	0.14	mg/kg dry	1	B2E2013	05/20/2022	05/20/2022 14:15	
2050501-03	HA-3 0.5-1.5ft	ND	0.14	mg/kg dry	1	B2E2013	05/20/2022	05/20/2022 14:18	
2050501-04	HA-4 0.5-1.5ft	ND	0.15	mg/kg dry	1	B2E2013	05/20/2022	05/20/2022 14:20	
2050501-05	HA-5 0.5-1.5ft	ND	0.14	mg/kg dry	1	B2E2013	05/20/2022	05/20/2022 14:22	

CET #: 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Client Sample ID HA-1 0.5-1.5ft**

**Lab ID: 2050501-01**

**Total Metals**

**Analyst: SS**

**Method: EPA 6010C**

**Matrix: Soil**

Analyte	Result (mg/kg dry)	RL (mg/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
<b>Lead</b>	<b>14</b>	2.4	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:28	
Selenium	ND	3.0	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:28	
Cadmium	ND	0.59	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:28	
<b>Chromium</b>	<b>13</b>	2.4	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:28	
<b>Arsenic</b>	<b>3.0</b>	1.2	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:28	
<b>Barium</b>	<b>41</b>	2.4	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:28	
Silver	ND	2.4	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:28	

**Conn. Extractable TPH**

**Analyst: PDS**

**Method: CT-ETPH**

**Matrix: Soil**

Analyte	Result (mg/kg dry)	RL (mg/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
ETPH	ND	60	1	EPA 3550C	B2E2040	05/20/2022	05/21/2022 06:37	
<i>Surrogate: Octacosane</i>	<i>105 %</i>	<i>50 - 150</i>			B2E2040	05/20/2022	<i>05/21/2022 06:37</i>	

**Chlorinated Pesticides**

**Analyst: MFJ**

**Method: EPA 8081B**

**Matrix: Soil**

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Alpha-BHC	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Gamma-BHC	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Heptachlor	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Aldrin	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Beta-BHC	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Delta-BHC	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Heptachlor Epoxide	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Endosulfan I	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
4,4-DDE	ND	1.2	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Dieldrin	ND	1.2	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Endrin	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
4,4-DDD	ND	1.2	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Endosulfan II	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
4,4-DDT	ND	1.2	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	

Complete Environmental Testing, Inc.

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CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

## Client Sample ID HA-1 0.5-1.5ft

Lab ID: 2050501-01

## Chlorinated Pesticides

Analyst: MFJ

Method: EPA 8081B

Matrix: Soil

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Endrin Aldehyde	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
4,4-Methoxychlor	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Endosulfan Sulfate	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Endrin Ketone	ND	5.9	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Chlordane	ND	36	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Toxaphene	ND	120	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
Alachlor	ND	59	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:23	
<i>Surrogate: TCMX [1C]</i>	<i>126 %</i>	<i>30 - 150</i>			B2E2521	05/25/2022	05/27/2022 02:23	
<i>Surrogate: DCB [1C]</i>	<i>118 %</i>	<i>30 - 150</i>			B2E2521	05/25/2022	05/27/2022 02:23	
<i>Surrogate: TCMX [2C]</i>	<i>141 %</i>	<i>30 - 150</i>			B2E2521	05/25/2022	05/27/2022 02:23	
<i>Surrogate: DCB [2C]</i>	<i>112 %</i>	<i>30 - 150</i>			B2E2521	05/25/2022	05/27/2022 02:23	

## Semivolatile Organics

Analyst: TWF

Method: EPA 8270D

Matrix: Soil

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Naphthalene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
2-Methyl Naphthalene	ND	240	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
Acenaphthylene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
Acenaphthene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
Fluorene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
Phenanthrene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
Anthracene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
<b>Fluoranthene</b>	<b>170</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
<b>Pyrene</b>	<b>140</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
Benzo[a]anthracene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
Chrysene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
<b>Benzo[b]fluoranthene</b>	<b>150</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
Benzo[k]fluoranthene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
Benzo[a]pyrene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
Indeno[1,2,3-cd]pyrene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
Dibenz[a,h]anthracene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
Benzo[g,h,i]perylene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 16:48	
<i>Surrogate: Nitrobenzene-d5</i>	<i>76.2 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	05/26/2022 16:48	
<i>Surrogate: 2-Fluorobiphenyl</i>	<i>86.1 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	05/26/2022 16:48	

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CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Client Sample ID HA-1 0.5-1.5ft**

**Lab ID: 2050501-01**

**Semivolatile Organics**

**Analyst: TWF**

**Method: EPA 8270D**

**Matrix: Soil**

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Surrogate: Terphenyl-d14	118 %		30 - 130		B2E2440	05/24/2022	05/26/2022 16:48	

CET #: 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Client Sample ID HA-2 1-2ft**

**Lab ID: 2050501-02**

**Total Metals**

**Analyst: SS**

**Method: EPA 6010C**

**Matrix: Soil**

Analyte	Result (mg/kg dry)	RL (mg/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Lead	7.5	2.1	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:32	
Selenium	ND	2.7	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:32	
Cadmium	ND	0.53	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:32	
Chromium	14	2.1	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:32	
Arsenic	2.0	1.1	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:32	
Barium	44	2.1	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:32	
Silver	ND	2.1	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:32	

**Conn. Extractable TPH**

**Analyst: PDS**

**Method: CT-ETPH**

**Matrix: Soil**

Analyte	Result (mg/kg dry)	RL (mg/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
ETPH	ND	55	1	EPA 3550C	B2E2040	05/20/2022	05/21/2022 06:59	
Surrogate: Octacosane	101 %	50 - 150			B2E2040	05/20/2022	05/21/2022 06:59	

**Semivolatile Organics**

**Analyst: TWF**

**Method: EPA 8270D**

**Matrix: Soil**

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Naphthalene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
2-Methyl Naphthalene	ND	220	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Acenaphthylene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Acenaphthene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Fluorene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Phenanthrene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Anthracene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Fluoranthene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Pyrene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Benzo[a]anthracene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Chrysene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Benzo[b]fluoranthene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Benzo[k]fluoranthene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Benzo[a]pyrene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	

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CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Client Sample ID HA-2 1-2ft**

**Lab ID: 2050501-02**

**Semivolatile Organics**

**Analyst: TWF**

**Method: EPA 8270D**

**Matrix: Soil**

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Indeno[1,2,3-cd]pyrene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Dibenz[a,h]anthracene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
Benzo[g,h,i]perylene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:14	
<i>Surrogate: Nitrobenzene-d5</i>	<i>48.6 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	<i>05/26/2022 17:14</i>	
<i>Surrogate: 2-Fluorobiphenyl</i>	<i>61.2 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	<i>05/26/2022 17:14</i>	
<i>Surrogate: Terphenyl-d14</i>	<i>112 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	<i>05/26/2022 17:14</i>	

CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Client Sample ID HA-3 0.5-1.5ft**

**Lab ID: 2050501-03**

**Total Metals**

**Analyst: SS**

**Method: EPA 6010C**

**Matrix: Soil**

Analyte	Result (mg/kg dry)	RL (mg/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Lead	6.7	2.2	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:36	
Selenium	ND	2.7	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:36	
Cadmium	ND	0.55	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:36	
Chromium	17	2.2	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:36	
Arsenic	1.6	1.1	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:36	
Barium	57	2.2	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:36	
Silver	ND	2.2	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:36	

**Conn. Extractable TPH**

**Analyst: PDS**

**Method: CT-ETPH**

**Matrix: Soil**

Analyte	Result (mg/kg dry)	RL (mg/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
ETPH	ND	55	1	EPA 3550C	B2E2040	05/20/2022	05/21/2022 07:20	
Surrogate: Octacosane	92.8 %	50 - 150			B2E2040	05/20/2022	05/21/2022 07:20	

**Semivolatile Organics**

**Analyst: TWF**

**Method: EPA 8270D**

**Matrix: Soil**

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Naphthalene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
2-Methyl Naphthalene	ND	230	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Acenaphthylene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Acenaphthene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Fluorene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Phenanthrene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Anthracene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Fluoranthene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Pyrene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Benzo[a]anthracene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Chrysene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Benzo[b]fluoranthene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Benzo[k]fluoranthene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Benzo[a]pyrene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	

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CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Client Sample ID HA-3 0.5-1.5ft**

**Lab ID: 2050501-03**

**Semivolatile Organics**

**Analyst: TWF**

**Method: EPA 8270D**

**Matrix: Soil**

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Indeno[1,2,3-cd]pyrene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Dibenz[a,h]anthracene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
Benzo[g,h,i]perylene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 17:39	
<i>Surrogate: Nitrobenzene-d5</i>	<i>61.9 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	<i>05/26/2022 17:39</i>	
<i>Surrogate: 2-Fluorobiphenyl</i>	<i>73.1 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	<i>05/26/2022 17:39</i>	
<i>Surrogate: Terphenyl-d14</i>	<i>117 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	<i>05/26/2022 17:39</i>	

CET #: 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Client Sample ID HA-4 0.5-1.5ft**

**Lab ID: 2050501-04**

**Total Metals**

**Analyst: SS**

**Method: EPA 6010C**

**Matrix: Soil**

Analyte	Result (mg/kg dry)	RL (mg/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Lead	16	2.1	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:40	
Selenium	ND	2.7	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:40	
Cadmium	ND	0.54	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:40	
Chromium	16	2.1	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:40	
Arsenic	3.3	1.1	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:40	
Barium	61	2.1	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:40	
Silver	ND	2.1	1	EPA 3051A	B2E2002	05/20/2022	05/20/2022 14:40	

**Conn. Extractable TPH**

**Analyst: PDS**

**Method: CT-ETPH**

**Matrix: Soil**

Analyte	Result (mg/kg dry)	RL (mg/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
ETPH	ND	58	1	EPA 3550C	B2E2040	05/20/2022	05/21/2022 07:42	
Surrogate: Octacosane	103 %	50 - 150			B2E2040	05/20/2022	05/21/2022 07:42	

**Chlorinated Pesticides**

**Analyst: MFJ**

**Method: EPA 8081B**

**Matrix: Soil**

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Alpha-BHC	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Gamma-BHC	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Heptachlor	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Aldrin	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Beta-BHC	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Delta-BHC	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Heptachlor Epoxide	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Endosulfan I	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
4,4-DDE	ND	1.2	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Dieldrin	ND	1.2	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Endrin	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
4,4-DDD	ND	1.2	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Endosulfan II	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
4,4-DDT	ND	1.2	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	

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CET #: 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

Client Sample ID HA-4 0.5-1.5ft

Lab ID: 2050501-04

Chlorinated Pesticides

Analyst: MFJ

Method: EPA 8081B

Matrix: Soil

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Endrin Aldehyde	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
4,4-Methoxychlor	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Endosulfan Sulfate	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Endrin Ketone	ND	5.8	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Chlordane	ND	35	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Toxaphene	ND	120	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Alachlor	ND	58	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:39	
Surrogate: TCMX [1C]	57.3 %	30 - 150			B2E2521	05/25/2022	05/27/2022 02:39	
Surrogate: DCB [1C]	85.6 %	30 - 150			B2E2521	05/25/2022	05/27/2022 02:39	
Surrogate: TCMX [2C]	76.0 %	30 - 150			B2E2521	05/25/2022	05/27/2022 02:39	
Surrogate: DCB [2C]	103 %	30 - 150			B2E2521	05/25/2022	05/27/2022 02:39	

PCBs by Soxhlet

Analyst: KML

Method: EPA 8082A

Matrix: Soil

Analyte	Result (mg/kg dry)	RL (mg/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.059	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:02	
PCB-1221	ND	0.059	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:02	
PCB-1232	ND	0.059	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:02	
PCB-1242	ND	0.059	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:02	
PCB-1248	ND	0.059	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:02	
PCB-1254	ND	0.059	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:02	
PCB-1260	ND	0.059	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:02	
PCB-1268	ND	0.059	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:02	
PCB-1262	ND	0.059	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:02	
Surrogate: TCMX [1C]	113 %	30 - 150			B2E2338	05/23/2022	05/25/2022 00:02	
Surrogate: TCMX [2C]	110 %	30 - 150			B2E2338	05/23/2022	05/25/2022 00:02	
Surrogate: DCB [1C]	65.2 %	30 - 150			B2E2338	05/23/2022	05/25/2022 00:02	
Surrogate: DCB [2C]	57.5 %	30 - 150			B2E2338	05/23/2022	05/25/2022 00:02	

CET #: 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

## Client Sample ID HA-4 0.5-1.5ft

Lab ID: 2050501-04

## Semivolatile Organics

Analyst: TWF

Method: EPA 8270D

Matrix: Soil

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Naphthalene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
2-Methyl Naphthalene	ND	230	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
Acenaphthylene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
Acenaphthene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
Fluorene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
<b>Phenanthrene</b>	<b>200</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
Anthracene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
<b>Fluoranthene</b>	<b>760</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
<b>Pyrene</b>	<b>610</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
<b>Benzo[a]anthracene</b>	<b>370</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
<b>Chrysene</b>	<b>440</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
<b>Benzo[b]fluoranthene</b>	<b>610</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
<b>Benzo[k]fluoranthene</b>	<b>270</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
<b>Benzo[a]pyrene</b>	<b>450</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
<b>Indeno[1,2,3-cd]pyrene</b>	<b>300</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
Dibenz[a,h]anthracene	ND	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
<b>Benzo[g,h,i]perylene</b>	<b>350</b>	120	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:04	
<i>Surrogate: Nitrobenzene-d5</i>	<i>50.0 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	<i>05/26/2022 18:04</i>	
<i>Surrogate: 2-Fluorobiphenyl</i>	<i>66.9 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	<i>05/26/2022 18:04</i>	
<i>Surrogate: Terphenyl-d14</i>	<i>114 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	<i>05/26/2022 18:04</i>	

CET #: 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Client Sample ID HA-5 0.5-1.5ft**

**Lab ID: 2050501-05**

**Total Metals**

**Analyst: SS**

**Method: EPA 6010C**

**Matrix: Soil**

Analyte	Result (mg/kg dry)	RL (mg/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Lead	12	2.0	1	EPA 3051A	B2E2029	05/20/2022	05/23/2022 16:01	
Selenium	ND	2.5	1	EPA 3051A	B2E2029	05/20/2022	05/23/2022 16:01	
Cadmium	ND	0.50	1	EPA 3051A	B2E2029	05/20/2022	05/23/2022 16:01	
Chromium	9.7	2.0	1	EPA 3051A	B2E2029	05/20/2022	05/23/2022 16:01	
Arsenic	1.8	1.0	1	EPA 3051A	B2E2029	05/20/2022	05/23/2022 16:01	
Barium	32	2.0	1	EPA 3051A	B2E2029	05/20/2022	05/23/2022 16:01	
Silver	ND	2.0	1	EPA 3051A	B2E2029	05/20/2022	05/23/2022 16:01	

**Conn. Extractable TPH**

**Analyst: PDS**

**Method: CT-ETPH**

**Matrix: Soil**

Analyte	Result (mg/kg dry)	RL (mg/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
ETPH	ND	54	1	EPA 3550C	B2E2040	05/20/2022	05/21/2022 08:03	
Surrogate: Octacosane	100 %	50 - 150			B2E2040	05/20/2022	05/21/2022 08:03	

**Chlorinated Pesticides**

**Analyst: MFJ**

**Method: EPA 8081B**

**Matrix: Soil**

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Alpha-BHC	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Gamma-BHC	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Heptachlor	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Aldrin	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Beta-BHC	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Delta-BHC	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Heptachlor Epoxide	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Endosulfan I	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
4,4-DDE	ND	1.1	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Dieldrin	ND	1.1	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Endrin	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
4,4-DDD	ND	1.1	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Endosulfan II	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
4,4-DDT	ND	1.1	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	

Complete Environmental Testing, Inc.

80 Lupes Drive, Stratford, CT 06615 • Tel: 203-377-9984 • Fax: 203-377-9952 • www.cetlabs.com

CET #: 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

Client Sample ID HA-5 0.5-1.5ft

Lab ID: 2050501-05

Chlorinated Pesticides

Analyst: MFJ

Method: EPA 8081B

Matrix: Soil

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Endrin Aldehyde	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
4,4-Methoxychlor	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Endosulfan Sulfate	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Endrin Ketone	ND	5.4	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Chlordane	ND	32	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Toxaphene	ND	110	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Alachlor	ND	54	1	EPA 3545A	B2E2521	05/25/2022	05/27/2022 02:56	
Surrogate: TCMX [1C]	67.1 %	30 - 150			B2E2521	05/25/2022	05/27/2022 02:56	
Surrogate: DCB [1C]	88.6 %	30 - 150			B2E2521	05/25/2022	05/27/2022 02:56	
Surrogate: TCMX [2C]	84.3 %	30 - 150			B2E2521	05/25/2022	05/27/2022 02:56	
Surrogate: DCB [2C]	73.8 %	30 - 150			B2E2521	05/25/2022	05/27/2022 02:56	

PCBs by Soxhlet

Analyst: KML

Method: EPA 8082A

Matrix: Soil

Analyte	Result (mg/kg dry)	RL (mg/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.054	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:22	
PCB-1221	ND	0.054	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:22	
PCB-1232	ND	0.054	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:22	
PCB-1242	ND	0.054	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:22	
PCB-1248	ND	0.054	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:22	
PCB-1254	ND	0.054	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:22	
PCB-1260	ND	0.054	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:22	
PCB-1268	ND	0.054	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:22	
PCB-1262	ND	0.054	1	EPA 3540C	B2E2338	05/23/2022	05/25/2022 00:22	
Surrogate: TCMX [1C]	88.8 %	30 - 150			B2E2338	05/23/2022	05/25/2022 00:22	
Surrogate: TCMX [2C]	89.3 %	30 - 150			B2E2338	05/23/2022	05/25/2022 00:22	
Surrogate: DCB [1C]	69.4 %	30 - 150			B2E2338	05/23/2022	05/25/2022 00:22	
Surrogate: DCB [2C]	61.0 %	30 - 150			B2E2338	05/23/2022	05/25/2022 00:22	

CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Client Sample ID HA-5 0.5-1.5ft**

**Lab ID: 2050501-05**

**Semivolatile Organics**

**Analyst: TWF**

**Method: EPA 8270D**

**Matrix: Soil**

Analyte	Result (ug/kg dry)	RL (ug/kg dry)	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
Naphthalene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
2-Methyl Naphthalene	ND	220	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
Acenaphthylene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
Acenaphthene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
Fluorene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
<b>Phenanthrene</b>	<b>140</b>	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
Anthracene	ND	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
<b>Fluoranthene</b>	<b>490</b>	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
<b>Pyrene</b>	<b>400</b>	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
<b>Benzo[a]anthracene</b>	<b>250</b>	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
<b>Chrysene</b>	<b>370</b>	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
<b>Benzo[b]fluoranthene</b>	<b>780</b>	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
<b>Benzo[k]fluoranthene</b>	<b>270</b>	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
<b>Benzo[a]pyrene</b>	<b>390</b>	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
<b>Indeno[1,2,3-cd]pyrene</b>	<b>490</b>	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
<b>Dibenz[a,h]anthracene</b>	<b>120</b>	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
<b>Benzo[g,h,i]perylene</b>	<b>530</b>	110	1	EPA 3545A	B2E2440	05/24/2022	05/26/2022 18:29	
<i>Surrogate: Nitrobenzene-d5</i>	<i>72.5 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	<i>05/26/2022 18:29</i>	
<i>Surrogate: 2-Fluorobiphenyl</i>	<i>87.7 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	<i>05/26/2022 18:29</i>	
<i>Surrogate: Terphenyl-d14</i>	<i>128 %</i>	<i>30 - 130</i>			B2E2440	05/24/2022	<i>05/26/2022 18:29</i>	

CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

## QUALITY CONTROL SECTION

### Batch B2E2002 - EPA 6010C

Analyte	Result (mg/kg)	RL (mg/kg)	Spike Level	Source Result	% Rec	% Rec Limits	RPD	RPD Limit	Notes
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#### Blank (B2E2002-BLK1)

Prepared: 5/20/22 Analyzed: 5/20/22

Lead	ND	2.0
Selenium	ND	2.5
Cadmium	ND	0.50
Chromium	ND	2.0
Arsenic	ND	1.0
Barium	ND	2.0
Silver	ND	2.0

#### LCS (B2E2002-BS1)

Prepared: 5/20/22 Analyzed: 5/20/22

Lead	20.9	1.9	24.178	86.6	80 - 120
Selenium	42.8	2.4	48.356	88.4	80 - 120
Cadmium	22.3	0.48	24.178	92.1	80 - 120
Chromium	22.1	1.9	24.178	91.2	80 - 120
Arsenic	21.3	0.97	24.178	88.0	80 - 120
Barium	22.4	1.9	24.178	92.5	80 - 120
Silver	4.28	1.9	4.836	88.5	80 - 120

CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Batch B2E2013 - EPA 7471B**

Analyte	Result (mg/kg)	RL (mg/kg)	Spike Level	Source Result	% Rec	% Rec Limits	RPD	RPD Limit	Notes
<b>Blank (B2E2013-BLK1)</b>					Prepared: 5/20/22 Analyzed: 5/20/22				
Mercury	ND	0.13							
<b>LCS (B2E2013-BS1)</b>					Prepared: 5/20/22 Analyzed: 5/20/22				
Mercury	1.16	0.13	1.250		92.8	80 - 120			
<b>Duplicate (B2E2013-DUP1)</b>					Prepared: 5/20/22 Analyzed: 5/20/22				
Mercury	ND	0.14		0.101				20	
<b>Matrix Spike (B2E2013-MS1)</b>					Prepared: 5/20/22 Analyzed: 5/20/22				
Mercury	1.52	0.15	1.497	0.101	94.7	75 - 125			
<b>Matrix Spike Dup (B2E2013-MSD1)</b>					Prepared: 5/20/22 Analyzed: 5/20/22				
Mercury	1.52	0.15	1.497	0.101	94.7	75 - 125	0.00	20	



CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Batch B2E2029 - EPA 6010C**

Analyte	Result (mg/kg)	RL (mg/kg)	Spike Level	Source Result	% Rec	% Rec Limits	RPD	RPD Limit	Notes
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**Blank (B2E2029-BLK1)**

Prepared: 5/20/22 Analyzed: 5/23/22

Lead	ND	2.0
Selenium	ND	2.5
Cadmium	ND	0.50
Chromium	ND	2.0
Arsenic	ND	1.0
Barium	ND	2.0
Silver	ND	2.0

**LCS (B2E2029-BS1)**

Prepared: 5/20/22 Analyzed: 5/23/22

Lead	23.4	2.0	24.558	95.4	80 - 120
Selenium	46.6	2.5	49.116	94.8	80 - 120
Cadmium	24.2	0.49	24.558	98.3	80 - 120
Chromium	24.1	2.0	24.558	98.0	80 - 120
Arsenic	22.6	0.98	24.558	92.2	80 - 120
Barium	24.4	2.0	24.558	99.4	80 - 120
Silver	4.58	2.0	4.912	93.3	80 - 120

CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Batch B2E2040 - CT-ETPH**

Analyte	Result (mg/kg)	RL (mg/kg)	Spike Level	Source Result	% Rec	% Rec Limits	RPD	RPD Limit	Notes
<b>Blank (B2E2040-BLK1)</b>					Prepared: 5/20/22 Analyzed: 5/21/22				
ETPH	ND	50							
<i>Surrogate: Octacosane</i>					83.1	50 - 150			
<b>LCS (B2E2040-BS1)</b>					Prepared: 5/20/22 Analyzed: 5/21/22				
ETPH	1670	50	1,500.000		112	60 - 120			
<i>Surrogate: Octacosane</i>					128	50 - 150			
<b>Duplicate (B2E2040-DUP1)</b>		<b>Source: 2050501-05</b>			Prepared: 5/20/22 Analyzed: 5/21/22				
ETPH	ND	53		ND				30	
<i>Surrogate: Octacosane</i>					94.4	50 - 150			
<b>Matrix Spike (B2E2040-MS1)</b>		<b>Source: 2050501-05</b>			Prepared: 5/20/22 Analyzed: 5/21/22				
ETPH	1270	53	1,601.176	ND	79.6	50 - 150			
<i>Surrogate: Octacosane</i>					93.1	50 - 150			
<b>Matrix Spike Dup (B2E2040-MSD1)</b>		<b>Source: 2050501-05</b>			Prepared: 5/20/22 Analyzed: 5/21/22				
ETPH	1550	54	1,620.390	ND	95.5	50 - 150	19.4	30	
<i>Surrogate: Octacosane</i>					96.6	50 - 150			

CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Batch B2E2338 - EPA 8082A**

Analyte	Result (mg/kg)	RL (mg/kg)	Spike Level	Source Result	% Rec	% Rec Limits	RPD	RPD Limit	Notes
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**Blank (B2E2338-BLK1)**

Prepared: 5/23/22 Analyzed: 5/24/22

PCB-1016	ND	0.050							
PCB-1221	ND	0.050							
PCB-1232	ND	0.050							
PCB-1242	ND	0.050							
PCB-1248	ND	0.050							
PCB-1254	ND	0.050							
PCB-1260	ND	0.050							
PCB-1268	ND	0.050							
PCB-1262	ND	0.050							

Surrogate: TCMX [1C]

92.3 30 - 150

Surrogate: TCMX [2C]

88.6 30 - 150

Surrogate: DCB [1C]

104 30 - 150

Surrogate: DCB [2C]

90.7 30 - 150

**LCS (B2E2338-BS1)**

Prepared: 5/23/22 Analyzed: 5/24/22

PCB-1016	0.472	0.050	0.499	94.6	40 - 140
PCB-1260	0.425	0.050	0.499	85.2	40 - 140

Surrogate: TCMX [1C]

90.4 30 - 150

Surrogate: TCMX [2C]

81.6 30 - 150

Surrogate: DCB [1C]

88.8 30 - 150

Surrogate: DCB [2C]

76.8 30 - 150

CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

## Batch B2E2440 - EPA 8270D

Analyte	Result (ug/kg)	RL (ug/kg)	Spike Level	Source Result	% Rec	% Rec Limits	RPD	RPD Limit	Notes
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## Blank (B2E2440-BLK1)

Prepared: 5/24/22 Analyzed: 5/26/22

Naphthalene	ND	50							
2-Methyl Naphthalene	ND	100							
Acenaphthylene	ND	50							
Acenaphthene	ND	50							
Fluorene	ND	50							
Phenanthrene	ND	50							
Anthracene	ND	50							
Fluoranthene	ND	50							
Pyrene	ND	50							
Benzo[a]anthracene	ND	50							
Chrysene	ND	50							
Benzo[b]fluoranthene	ND	50							
Benzo[k]fluoranthene	ND	50							
Benzo[a]pyrene	ND	50							
Indeno[1,2,3-cd]pyrene	ND	50							
Dibenz[a,h]anthracene	ND	50							
Benzo[g,h,i]perylene	ND	50							

Surrogate: Nitrobenzene-d5

76.4

30 - 130

Surrogate: 2-Fluorobiphenyl

88.1

30 - 130

Surrogate: Terphenyl-d14

128

30 - 130

## LCS (B2E2440-BS1)

Prepared: 5/24/22 Analyzed: 5/26/22

Naphthalene	1740	100	4,000.000	43.5	40 - 140
2-Methyl Naphthalene	1930	200	4,000.000	48.3	40 - 140
Acenaphthylene	2000	100	4,000.000	49.9	40 - 140
Acenaphthene	2150	100	4,000.000	53.9	40 - 140
Fluorene	2400	100	4,000.000	60.1	40 - 140
Phenanthrene	2640	100	4,000.000	66.0	40 - 140
Anthracene	2680	100	4,000.000	66.9	40 - 140
Fluoranthene	2950	100	4,000.000	73.7	40 - 140
Pyrene	2870	100	4,000.000	71.8	40 - 140
Benzo[a]anthracene	2910	100	4,000.000	72.8	40 - 140
Chrysene	2930	100	4,000.000	73.2	40 - 140
Benzo[b]fluoranthene	2750	100	4,000.000	68.7	40 - 140
Benzo[k]fluoranthene	2960	100	4,000.000	74.0	40 - 140
Benzo[a]pyrene	2950	100	4,000.000	73.8	40 - 140
Indeno[1,2,3-cd]pyrene	3090	100	4,000.000	77.3	40 - 140
Dibenz[a,h]anthracene	2950	100	4,000.000	73.6	40 - 140
Benzo[g,h,i]perylene	2930	100	4,000.000	73.4	40 - 140

Surrogate: Nitrobenzene-d5

30 - 130

L

Surrogate: 2-Fluorobiphenyl

30 - 130

L

Surrogate: Terphenyl-d14

30 - 130

L

CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

**Batch B2E2521 - EPA 8081B**

Analyte	Result (ug/kg)	RL (ug/kg)	Spike Level	Source Result	% Rec	% Rec Limits	RPD	RPD Limit	Notes
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**Blank (B2E2521-BLK1)**

Prepared: 5/25/22 Analyzed: 5/26/22

Alpha-BHC	ND	1.0
Gamma-BHC	ND	1.0
Heptachlor	ND	1.0
Aldrin	ND	1.0
Beta-BHC	ND	1.0
Delta-BHC	ND	1.0
Heptachlor Epoxide	ND	1.0
Endosulfan I	ND	1.0
4,4-DDE	ND	0.20
Dieldrin	ND	0.20
Endrin	ND	1.0
4,4-DDD	ND	0.20
Endosulfan II	ND	1.0
4,4-DDT	ND	0.20
Endrin Aldehyde	ND	1.0
4,4-Methoxychlor	ND	1.0
Endosulfan Sulfate	ND	1.0
Endrin Ketone	ND	1.0
Chlordane	ND	6.0
Toxaphene	ND	20
Alachlor	ND	10

*Surrogate: TCMX [1C]*

73.2

30 - 150

*Surrogate: DCB [1C]*

69.3

30 - 150

*Surrogate: TCMX [2C]*

78.5

30 - 150

*Surrogate: DCB [2C]*

67.6

30 - 150

**LCS (B2E2521-BS1)**

Prepared: 5/25/22 Analyzed: 5/26/22

Alpha-BHC	29.8	1.0	25.000	119	40 - 140
Gamma-BHC	31.0	1.0	25.000	124	40 - 140
Heptachlor	31.9	1.0	25.000	128	40 - 140
Aldrin	30.9	1.0	25.000	124	40 - 140
Beta-BHC	30.5	1.0	25.000	122	40 - 140
Delta-BHC	32.8	1.0	25.000	131	40 - 140
Heptachlor Epoxide	30.8	1.0	25.000	123	40 - 140
Endosulfan I	33.6	1.0	25.000	134	40 - 140
4,4-DDE	31.6	0.20	25.000	127	40 - 140
Dieldrin	34.7	0.20	25.000	139	40 - 140
Endrin	34.3	1.0	25.000	137	40 - 140
4,4-DDD	34.6	0.20	25.000	138	40 - 140
Endosulfan II	32.1	1.0	25.000	128	40 - 140
4,4-DDT	33.9	0.20	25.000	136	40 - 140
Endrin Aldehyde	26.5	1.0	25.000	106	40 - 140
4,4-Methoxychlor	34.3	1.0	25.000	137	40 - 140
Endosulfan Sulfate	33.6	1.0	25.000	134	40 - 140
Endrin Ketone	30.9	1.0	25.000	123	40 - 140
Alachlor	61.0	10	50.000	122	40 - 140

*Surrogate: TCMX [1C]*

84.9

30 - 150

*Surrogate: DCB [1C]*

96.4

30 - 150

*Surrogate: TCMX [2C]*

95.3

30 - 150

*Surrogate: DCB [2C]*

94.0

30 - 150



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email: cet1@cetlabs.com

## Quality Control Definitions and Abbreviations

Internal Standard (IS)	An Analyte added to each sample or sample extract. An internal standard is used to monitor retention time, calculate relative response, and quantify analytes of interest.
Surrogate Recovery	The % recovery for non-target organic compounds that are spiked into all samples. Used to determine method performance.
Continuing Calibration Batch	An analytical standard analyzed with each set of samples to verify initial calibration of the system. Samples that are analyzed together with the same method, sequence and lot of reagents within the same time period.
ND	Not detected at or above the specified reporting limit.
RL	RL is the limit of detection for an analyte after any adjustment made for dilution or percent moisture.
Dilution	Multiplier added to detection levels (MDL) and/or sample results due to interferences and/or high concentration of target compounds.
Duplicate	Result from the duplicate analysis of a sample.
Result	Amount of analyte found in a sample.
Spike Level	Amount of analyte added to a sample
Matrix Spike Result	Amount of analyte found including amount that was spiked.
Matrix Spike Dup	Amount of analyte found in duplicate spikes including amount that was spike.
Matrix Spike % Recovery	% Recovery of spiked amount in sample.
Matrix Spike Dup % Recovery	% Recovery of spiked duplicate amount in sample.
RPD	Relative percent difference between Matrix Spike and Matrix Spike Duplicate.
Blank	Method Blank that has been taken through all steps of the analysis.
LCS % Recovery	Laboratory Control Sample percent recovery. The amount of analyte recovered from a fortified sample.
Recovery Limits	A range within which specified measurements results must fall to be compliant.
CC	Calibration Verification

### Flags:

- H- Recovery is above the control limits
- L- Recovery is below the control limits
- B- Compound detected in the Blank
- P- RPD of dual column results exceeds 40%
- #- Sample result too high for accurate spike recovery.



Connecticut Laboratory Certification PH0116  
Massachusetts Laboratory Certification M-CT903  
Pennsylvania NELAP Accreditation 68-02927

New York NELAP Accreditation 11982  
Rhode Island Certification 199

All questions related to this report should be directed to David Ditta, Timothy Fusco, or Robert Blake at 203-377-9984.

Sincerely,

This technical report was reviewed by Robert Blake



David Ditta  
Laboratory Director



Project Manager

This report shall not be reproduced except in full, without the written approval of the laboratory

Report Comments:

Sample Result Flags:

- E- The result is estimated, above the calibration range.
- H- The surrogate recovery is above the control limits.
- L- The surrogate recovery is below the control limits.
- B- The compound was detected in the laboratory blank.
- P- The Relative Percent Difference (RPD) of dual column analyses exceeds 40%.
- D- The RPD between the sample and the sample duplicate is high. Sample Homogeneity may be a problem.
- +/- The Surrogate was diluted out.
- \*C1- The Continuing Calibration did not meet method specifications and was biased low for this analyte. Increased uncertainty is associated with the reported value which is likely to be biased low.
- \*C2- The Continuing Calibration did not meet method specifications and was biased high for this analyte. Increased uncertainty is associated with the reported value which is likely to be biased high.
- \*F1- The Laboratory Control Sample recovery is outside of control limits. Reported value for this analyte is likely to be biased on the low side.
- \*F2- The Laboratory Control Sample recovery is outside of control limits. Reported value for this analyte is likely to be biased on the high side.
- \*I- Analyte exceeds method limits from second source standard in Initial Calibration Verification (ICV). No directional bias.

All results met standard operating procedures unless indicated by a data qualifier next to a sample result, or a narration in the QC report.

For Percent Solids, if any of the following prep methods (3050B, 3540C, 3545A, 3550C, 5035 and 9013A) were used for samples pertaining to this report, the percent solids procedure is within that prep method.

Complete Environmental Testing is only responsible for the certified testing and is not directly responsible for the integrity of the sample before laboratory receipt.

ND is None Detected at or above the specified reporting limit

Reporting Limit (RL) is the limit of detection for an analyte after any adjustment made for dilution or percent moisture.

All analyses were performed in house unless a Reference Laboratory is listed.

Samples will be disposed of 30 days after the report date.



CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

## CERTIFICATIONS

### Certified Analyses included in this Report

Analyte	Certifications
<b><i>CT-ETPH in Soil</i></b>	
ETPH	CT
<b><i>EPA 6010C in Soil</i></b>	
Lead	CT,NY,PA
Selenium	CT,NY,PA
Cadmium	CT,NY,PA
Chromium	CT,NY,PA
Arsenic	CT,NY,PA
Barium	CT,NY,PA
Silver	CT,NY,PA
<b><i>EPA 7471B in Soil</i></b>	
Mercury	CT,NY,PA
<b><i>EPA 8081B in Soil</i></b>	
Alpha-BHC	CT,NY,PA
Gamma-BHC	CT,NY,PA
Heptachlor	CT,NY,PA
Aldrin	CT,NY,PA
Beta-BHC	CT,NY,PA
Delta-BHC	CT,NY,PA
Heptachlor Epoxide	CT,NY,PA
Endosulfan I	CT,NY,PA
4,4-DDE	CT,NY,PA
Dieldrin	CT,NY,PA
Endrin	CT,NY,PA
4,4-DDD	CT,NY,PA
Endosulfan II	CT,NY,PA
4,4-DDT	CT,NY,PA
Endrin Aldehyde	CT,NY,PA
4,4-Methoxychlor	CT,NY,PA
Endosulfan Sulfate	CT,NY,PA
Endrin Ketone	CT,NY,PA
Chlordane	CT,NY,PA
Toxaphene	CT,NY,PA
Alachlor	CT
<b><i>EPA 8082A in Soil</i></b>	
PCB-1016	CT,NY,PA
PCB-1221	CT,NY,PA
PCB-1232	CT,NY,PA
PCB-1242	CT,NY,PA
PCB-1248	CT,NY,PA
PCB-1254	CT,NY,PA
PCB-1260	CT,NY,PA
PCB-1268	CT,NY,PA
PCB-1262	NY,PA

Complete Environmental Testing, Inc.

80 Lupes Drive, Stratford, CT 06615 • Tel: 203-377-9984 • Fax: 203-377-9952 • www.cetlabs.com

CET # : 2050501

Project: Carrington School, Waterbury

Project Number: 141.11014.00091

## CERTIFICATIONS

### Certified Analyses included in this Report

Analyte	Certifications
<b><i>EPA 8270D in Soil</i></b>	
Naphthalene	CT,NY,PA
2-Methyl Naphthalene	CT,NY,PA
Acenaphthylene	CT,NY,PA
Acenaphthene	CT,NY,PA
Fluorene	CT,NY,PA
Phenanthrene	CT,NY,PA
Anthracene	CT,NY,PA
Fluoranthene	CT,NY,PA
Pyrene	CT,NY,PA
Benzo[a]anthracene	CT,NY,PA
Chrysene	CT,NY,PA
Benzo[b]fluoranthene	CT,NY,PA
Benzo[k]fluoranthene	CT,NY,PA
Benzo[a]pyrene	CT,NY,PA
Indeno[1,2,3-cd]pyrene	CT,NY,PA
Dibenz[a,h]anthracene	CT,NY,PA
Benzo[g,h,i]perylene	CT,NY,PA
<b><i>SM 2540 G in Soil</i></b>	
Percent Solids	CT

Complete Environmental Testing operates under the following certifications and accreditations:

Code	Description	Number	Expires
CT	Connecticut Public Health	PH0116	12/31/2022
NY	New York Certification (NELAC)	11982	04/01/2023
PA	Pennsylvania DEP	68-02927	05/31/2022



## CHAIN OF CUSTODY

**Volatile Soils Only:**

Date and Time in Freezer

**Client:**

CET:

[illegible]

\* Additional charge may apply. \*\* TAT begins when the samples are received at the Lab and all issues are resolved. TAT for samples received after 3 p.m. will start on the next business day. All samples picked up by courier service will be considered next business day receipt for TAT purposes.

REV. 12/18

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<b>Project:</b>	Carrington Learning Park	<b>Job No.:</b>	11014.0091
<b>Date:</b>	January 18, 2023	<b>Weather:</b>	Cloudy, 70's
<b>Test Performed by:</b>	Carly Picard	<b>Test Hole No.:</b>	1
<b>Test Hole Depth:</b>	3.9'	<b>Depth to Groundwater:</b>	N.a.

**SOIL STRATUM ENCOUNTERED**

<b>From</b>	<b>To</b>	<b>Description of Soils</b>
0	3.8	Light Brown sand fine
3.8	3.9	gravel bottom
		*no mottling or signs of ground water

**Photo 1**

Carrington Learning  
Path Test Pit 1.



<b>Project:</b>	Carrington Learning Park	<b>Job No.:</b>	11014.0091
<b>Date:</b>	January 18, 2023	<b>Weather:</b>	Cloudy, 70's
<b>Test Performed by:</b>	Carly Picard	<b>Test Hole No.:</b>	2
<b>Test Hole Depth:</b>	3.5'	<b>Depth to Groundwater:</b>	1.1'

**SOIL STRATUM ENCOUNTERED**

From	To	Description of Soils
0	0.2	Asphalt
0.2	0.5	Gravel Subbase
0.5	1.5	Brown sandy soil
1.5	3.5	silt/sand red/brown - rocks throughout
		*mottling present at a depth of 1.1'

**Photo 2**

Carrington Learning  
Path Test Pit 2.





<b>Project:</b>	Carrington Learning Park	<b>Job No.:</b>	11014.0091
<b>Date:</b>	January 18, 2023	<b>Weather:</b>	Cloudy, 70's
<b>Test Performed by:</b>	Carly Picard	<b>Test Hole No.:</b>	3
<b>Test Hole Depth:</b>	2.5'	<b>Depth to Groundwater:</b>	0.6'

**SOIL STRATUM ENCOUNTERED**

From	To	Description of Soils
0	0.3	Topsoil (lawn) (roots)
0.3	0.6	Medium Brown sand/silt
0.6	2.5	rocky medium brown sand/silt
2.5		Ledge
		*mottling present at a depth of 0.6

<p><b><u>Photo 3</u></b></p> <p>Carrington Learning Path Test Pit 3.</p>	
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<b>Project:</b>	Carrington Learning Park	<b>Job No.:</b>	11014.0091
<b>Date:</b>	January 18, 2023	<b>Weather:</b>	Cloudy, 70's
<b>Test Performed by:</b>	Carly Picard	<b>Test Hole No.:</b>	4
<b>Test Hole Depth:</b>	4.0'	<b>Depth to Groundwater:</b>	N.a.

**SOIL STRATUM ENCOUNTERED**

From	To	Description of Soils
0	0.5	Topsoil and leaves/roots
0.5	2.5	medium brown sand/loam
2.5	4	Light Brown sand/ (rocks and boulders throughout)
		*no mottling or signs of ground water

**Photo 4**

Carrington Learning  
Path Test Pit 4.





<b>Project:</b>	Carrington Learning Park	<b>Job No.:</b>	11014.0091
<b>Date:</b>	January 18, 2023	<b>Weather:</b>	Cloudy, 70's
<b>Test Performed by:</b>	Carly Picard	<b>Test Hole No.:</b>	5
<b>Test Hole Depth:</b>	3.3'	<b>Depth to Groundwater:</b>	N.a.

**SOIL STRATUM ENCOUNTERED**

From	To	Description of Soils
0	0.2	Asphalt
0.2	3.3	Light-medium brown sandy loam (rocks and till throughout)
		*no mottling or signs of ground water

**Photo 5**

Carrington Learning  
Path Test Pit 5.



<b>Project:</b>	Carrington Learning Park	<b>Job No.:</b>	11014.0091
<b>Date:</b>	January 18, 2023	<b>Weather:</b>	Cloudy, 70's
<b>Test Performed by:</b>	Carly Picard	<b>Test Hole No.:</b>	6
<b>Test Hole Depth:</b>	4.0'	<b>Depth to Groundwater:</b>	N.a.

**SOIL STRATUM ENCOUNTERED**

From	To	Description of Soils
0	0.3	Asphalt
0.3	3.3	Light-medium brown sandy loam (rocks and till throughout)
		*no mottling or signs of ground water

**Photo 6**

Carrington Learning  
Path Test Pit 6.



## SECTION 32 12 16 ASPHALT PAVING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Work under this section shall include the production, delivery and placement of a non-segregated, smooth and dense bituminous concrete mixture brought to proper grade and cross section. This section shall also include the method and construction of longitudinal joints.
- B. The terms listed below as used in this specification are defined as:

**Bituminous Concrete:** A concrete material that uses a bituminous material (typically asphalt) as the binding agent and stone and sand as the principal aggregate components. Bituminous concrete may also contain any of a number of additives engineered to modify specific properties and/or behavior of the concrete material. For the purposes of this Specification, references to bituminous concrete apply to all of its sub-categories, for instance those defined on the basis of production and placement temperatures, such as hot-mix asphalt (HMA) or those categories derived from the mix-design procedure used, such as "Marshall" mixes or "Superpave" mixes.

Types of Bituminous Concrete Mix Designations		
Official Mix Designation Designation	English Equivalent Mix Designation	SI Equivalent Mix Designation
HMA S1	Superpave 1.0 inch	Superpave 25.0 mm
HMA S0.5	Superpave 0.5 inch	Superpave 12.5 mm
HMA S0.375	Superpave 0.375 inch	Superpave 9.5 mm
HMA S0.25	Superpave 0.25 inch	Superpave 6.25 mm
Bituminous Concrete Class 1	~	~
Bituminous Concrete Class 2	~	~
Bituminous Concrete Class 3	~	~
Bituminous Concrete Class 4	~	~
Bituminous Concrete Class 12	~	~

**Course:** A lift or multiple lifts comprised of the same bituminous concrete mixture placed as part of the pavement structure.

**Density Lot:** All material placed in a single lift and as defined below.

**Disintegration:** Wearing away or fragmentation of the pavement. Disintegration will be evident in the following forms: Polishing, weathering-oxidizing, scaling, spalling, raveling, potholes or loss of material.

**Hot Mix Asphalt (HMA):** A bituminous concrete mixture typically produced at 325°F.

**Lift:** An application of a bituminous concrete mixture placed and compacted to a specified thickness in a single paver pass.

Marshall: A bituminous concrete mix design used in mixtures designated as "Bituminous Concrete Class ( )".

Production Lot: All material placed per day during a continuous daily paving operation.

Quality Assurance (QA): All those planned and systematic actions necessary to provide confidence that a product or facility will perform as designed.

Quality Control (QC): The sum total of activities performed by the vendor (Producer, Manufacturer, and Contractor) to ensure that a product meets contract specification requirements.

Superpave: A bituminous concrete mix design used in mixtures designated as "S\*" Where "S" indicates Superpave and \* indicates the sieve related to the nominal maximum aggregate size of the mix.

Segregation: A non-uniform distribution of a bituminous concrete mixture in terms of volumetrics, gradation or temperature.

## 1.1 SUMMARY

- A. Work shall include all materials, labor and equipment to complete all bituminous concrete paving including but not limited to the following:
  - 1. Roads
  - 2. Sidewalks
  - 3. Parking
  - 4. Pavement Repair

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. All materials shall conform to the requirements of Section M.04 in the Standard Specifications (CT DOT Form 818) except that this not being a Connecticut Department of Transportation (CT DOT) project there will not be any testing by CT DOT. All references regarding CT DOT testing shall be deleted and replaced with the material producers and/ or suppliers may be subject to inspecting and testing by the Owner and/ or his representatives.
- B. **Materials Supply:** The bituminous concrete mixture must be from one source of supply and originate from one Plant unless authorized by the Owner. The bituminous concrete mixture shall be produced at an approved Connecticut DOT Plant. The Contractor shall provide proof of current CT DOT plant approval status. Bituminous Concrete plant QC plan requirements are defined in Section M.04.

- C. Recycle Option: The Contractor has the option of recycling reclaimed asphalt pavement (RAP) or Crushed Recycled Container Glass (CRCG) in bituminous concrete mixtures in accordance with Section M.04. CRCG shall not be used in the final lift of the surface course.

## **PART 3 - EXECUTION**

### **3.1 MATERIAL DOCUMENTATION**

- A. All vendors producing bituminous concrete must have their truck-weighing scales, storage scales, and mixing plant automated to provide a detailed ticket.
- B. Delivery tickets must include the following information:
  - 1. Project name printed on ticket.
  - 2. Name of producer, identification of plant, and specific storage bin (silo) if used.
  - 3. Date and time of day.
  - 4. Mixture Designation If RAP is used, the plant printouts shall include RAP dry weight, percentage and daily moisture content. Class 3 mixtures for machine-placed curbing must state "curb mix only".
  - 5. Net weight of mixture loaded into truck (When RAP is used, RAP moisture shall be excluded from mixture net weight).
  - 6. Gross weight (Either equal to the net weight plus the tare weight or the loaded scale weight).
  - 7. Tare weight of truck – Daily scale weight.
  - 8. Project number, purchase order number, name of Contractor (if Contractor other than Producer).
  - 9. Truck number for specific identification of truck.
  - 10. Individual aggregate, RAP, and virgin asphalt high/target/low weights shall be printed on batch plant tickets (For drum plants and silo loadings, the plant printouts shall be printed out at 5 minute intervals maintained by the vendor for a period of three years after the completion of the project).
  - 11. For every mixture designation the running daily total delivered and sequential load number.
- C. The net weight of mixture loaded into the truck must be equal to the cumulative measured weight of its components.
- D. The Contractor must notify the Owner immediately if, during the production day, there is a malfunction of the weighing or recording system in the automated plant or truck-weighing scales. Manually written tickets containing all required information will be allowed for one hour, but for no longer, provided that each load is weighed on State-approved scales. The

Owner reserves the right to monitor the plant's bituminous concrete mixture production for batching and/ or weighting operation.

### 3.2 TRANSPORTATION OF MIXTURE

- A. Trucks with loads of bituminous concrete being delivered to the projects must not exceed the statutory or permitted load limits referred to as gross vehicle weight (GVW).
- B. The mixture shall be transported from the mixing plant in trucks that have previously been cleaned of all foreign material and that have no gaps through which mixture might inadvertently escape. The Contractor shall take care in loading trucks uniformly so that segregation is minimized. Loaded trucks shall be tightly covered with waterproof covers acceptable to the Owner. Mesh covers are prohibited. The front and rear of the cover must be fastened to minimize air infiltration. The Contractor shall assure that all trucks are in conformance with this specification. Trucks found not to be in conformance shall not be allowed to be loaded until re-inspected to the satisfaction of the Owner.
- C. Truck body coating and cleaning agents must not have a deleterious effect on the transported mixture. The use of solvents or fuel oil, in any concentration, is strictly prohibited for the coating of the inside of truck bodies. When acceptable coating or agents are applied, truck bodies shall be raised immediately prior to loading to remove any excess agent in an environmentally acceptable manner.

### 3.3 PAVING EQUIPMENT

- A. The Contractor shall have the necessary paving and compaction equipment at the project site to perform the work. All equipment shall be in good working order and any equipment that is worn, defective or inadequate for performance of the work shall be repaired or replaced by the Contractor to the satisfaction of the Owner. During the paving operation, the use of solvents or fuel oil, in any concentration, is strictly prohibited as a release agent or cleaner on any paving equipment (i.e., rollers, pavers, transfer devices, hand tools, etc.).
- B. Refueling of equipment is prohibited in any location on the paving project where fuel might come in contact with bituminous concrete mixtures already placed or to be placed. Solvents for use in cleaning mechanical equipment or hand tools shall be stored clear of areas paved or to be paved. Before any such equipment and tools are cleaned, they shall be moved off the paved or to be paved area; and they shall not be returned for use until after they have been allowed to dry.
- C. Pavers: Each paver shall have a receiving hopper with sufficient capacity to provide for a uniform spreading operation and a distribution system that places the mix uniformly, without segregation. The paver shall be equipped with and use a vibratory screed system with heaters or burners. The screed system shall be capable of producing a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. Pavers with extendible screed units as part of the system shall have auger extensions and tunnel extenders as necessary. Automatic screed controls for grade and slope shall be used at all times unless otherwise authorized by the Owner. The controls shall automatically adjust the screed to compensate for irregularities in the preceding course or existing base. The controls shall maintain the proper transverse slope and be readily adjustable, and shall operate from a fixed or moving reference such as a grade wire or floating beam.

- D. Rollers: All rollers shall be self-propelled and designed for compaction of bituminous concrete. Roller types shall include steel-wheeled, pneumatic or a combination thereof and may be capable of operating in a static or dynamic mode. Rollers that operate in a dynamic mode shall have drums that use a vibratory or oscillatory system or combination of. The vibratory system achieves compaction through vertical amplitude forces. Rollers with this system shall be equipped with indicators that provide the operator with amplitude, frequency and speed settings/readouts to measure the impacts per foot during the compaction process. The oscillatory system achieves compaction through horizontal shear forces. Rollers with this system shall be equipped with frequency indicators. Rollers can operate in the dynamic mode using the oscillatory system on concrete structures such as bridges and catch basins if at the lowest frequency setting.
- E. Pneumatic tire rollers shall be self-propelled and equipped with wide-tread compaction tires capable of exerting an average contact pressure from 60 to 90 pounds per square inch uniformly over the surface, adjusting ballast and tire inflation pressure as required. The Contractor shall furnish evidence regarding tire size; pressure and loading to confirm that the proper contact pressure is being developed and that the loading and contact pressure are uniform for all wheels.
- F. Lighting: For paving operations, which will be performed during hours of darkness, the paving equipment shall be equipped with adequate lighting fixtures approved by the Owner.

### 3.4 SEASONAL REQUIREMENTS

- A. All paving, including placement of temporary pavements, shall be divided into two seasons, In-Season and Extended Season. In-Season paving shall occur from May 1 – October 31, and Extended Season shall occur from November 1- April 30. The following requirements shall apply unless otherwise authorized or directed by the Owner:
  - 1. Bituminous concrete mixes shall not be placed when the air or subbase temperature is below 40°F regardless of the season.
  - 2. The Contractor shall not schedule paving operations during the Extended Season without prior approval from the Owner. The Contractor shall also provide to the Owner an "Extended Season Paving Plan" as outlined below as part of the Extended Season approval process:
    - a. An "Extended Season Paving Plan" shall be submitted to the Owner a minimum of two (2) weeks prior to the Contractor's anticipated paving operations and shall address minimum delivered mix temperature, maximum paver speed, enhanced rolling patterns and the method to balance mixture delivery and placement operations. Extended Season paving shall not commence until the Owner has approved the "Extended Season Paving Plan".
  - 3. The final lift of bituminous concrete shall not be placed between November 1 and April 30. The Owner, at his discretion, may consider a request from the Contractor to allow placing the top course bituminous concrete if it is deemed to be in the best interest of the project.
  - 4. There will be no additional compensation in relation to when bituminous concrete is placed.



### 3.5 TRANSITIONS FOR ROADWAY SURFACE

- A. Transitions shall be formed at any point on the roadway where the pavement surface deviates, vertically, from the uniform longitudinal profile as specified on the plans. Whether formed by milling or by bituminous concrete mixture, all transition lengths shall conform to the criteria below unless otherwise specified.
- B. Permanent Transitions: A permanent transition is defined as any transition that remains as a permanent part of the work. All permanent transitions, leading and trailing ends shall meet the following length requirements:
  - 1. Posted speed limit is greater than 35 MPH: 30 feet per inch of vertical change (thickness)
  - 2. Posted speed limit is 35 MPH or less: 15 feet per inch of vertical change (thickness).
  - 3. Bridge Overpass and underpass transition length will be 75 feet either
    - a. Before and after the bridge expansion joint, or
    - b. Before or after the parapet face of the overpass.
  - 4. In areas where it is impractical to use the above described permanent transition lengths the use of a shorter permanent transition length may be permitted when approved by the Owner.
- C. Temporary Transitions: A temporary transition is defined as a transition that does not remain a permanent part of the work. All temporary transitions shall meet the following length requirements:
  - 1. Posted speed limit is greater than 35 MPH
    - a. Leading Transitions = 15 feet per inch of vertical change (thickness)
    - b. Trailing Transitions = 6 feet per inch of vertical change (thickness)
  - 2. Posted speed limit is 35 MPH or less
    - a. Leading and Trailing = 4 feet per inch of vertical change (thickness)

**Note:** Any temporary transition to be in-place over the winter shutdown period, holidays, or during extended periods of inactivity (more than 7 calendar days) shall conform to the "Permanent Transition" requirements shown above and shall be approved by the Owner prior to implementation.

### 3.6 SPREADING AND FINISHING OF MIXTURE

- A. Prior to the placement of the bituminous concrete, the underlying base course shall be brought to the plan grade and cross section within the allowable tolerance. Immediately before placing the mixture, the area to be surfaced shall be cleaned by sweeping or by other means acceptable to the Owner. The bituminous concrete mixture shall not be placed whenever the surface is wet or frozen. The temperature of the bituminous concrete mixture at time of placement must be between 265°F. to 325°F. except that the minimum temperature will be 290°F. when the mixture is placed during the Extended Season.

- B. The mix temperature may be verified by the Owner at the time and location of placement by means of a probe or infrared type of thermometer to confirm conformance with this specification.
- C. Placement: The bituminous concrete mixture shall be placed and compacted to provide a smooth, dense surface with a uniform texture and no segregation at the specified thickness and dimensions indicated in the plans and specifications.

When unforeseen weather conditions prevent further placement of the mix, the Owner is not obligated to accept or place the bituminous concrete mixture that is in transit from the plant or already at the project site awaiting placement.

In advance of paving, traffic control requirements as stipulated under the relevant sections of the Contract Documents shall be set up daily, maintained throughout placement, and shall not be removed until all associated work including density testing is completed.

The Contractor shall inspect the newly placed pavement for defects in the mixture or placement before rolling is started. Any deviation from standard crown or sections shown on the plans, or nonconforming to adjacent existing conditions, shall be immediately remedied by placing additional mixture or removing surplus mixture prior to commencing compaction operations. Such defects shall be corrected to the satisfaction of the Owner.

Where it is impractical due to physical limitations to operate the paving equipment, the Owner may permit the use of other methods or equipment. Where hand spreading is permitted, the mixture shall be placed by means of suitable shovels and other tools, and in a uniformly loose layer at a thickness that will result in a completed pavement meeting the designed grade and elevation. Where hand spreading is permitted by the Owner, it shall not relieve the Contractor of his responsibility to comply with all compaction requirements. The Contractor shall use such equipment as may be necessary to ensure proper compaction has been attained in areas of hand spreading without damage to nearby or adjacent structures/amenities or completed work.

- D. Placement Tolerances: Each lift of bituminous concrete placed at a uniform specified thickness shall meet the following requirements for thickness and area. Any pavement exceeding these limits shall be subject to removal and replacement. Lift tolerances will not relieve the Contractor from the responsibility of meeting the final designed grades and cross sections.

The Contractor shall provide copies of all bituminous concrete delivery slips to the Owner for each daily section of pavement placed to determine the theoretical thickness of the in place material as follows:

**Theoretical Thickness** =  $T/A_a \times 0.0575$

Where: T = Actual tons in place

A<sub>a</sub> = Actual area (SY)

Yield factor for calculation = 0.0575 Tons/ SY/ inch

- E. Thickness- When the thickness of the lift of mixture is less than that shown on the plans beyond the tolerances shown in Table A, the Contractor, shall remove the deficient section and replace it with the specified thickness of material of the same class and to the dimensions as specified in the Contract Documents at their own cost

**TABLE A - Thickness Tolerances**

<b>Mixture Designation</b>	<b>Lift Tolerance</b>
Class 4 and S1	+ 3/8 inch*
Class 1, 2 and 12 and S0.25, S0.375, S0.5	+ 1/4 inch*

\*There is no negative lift tolerance, the minimum lift thickness shall be equal to the designed thickness indicated on plans.

When requested by the Owner, if quality or thickness is a disputed issue then, the Contractor, will provide pavement cores as another means to confirm the pavement thicknesses at no additional cost to the Owner. If the Contractor does not provide cores within 72 hours from the Owner request, then the Owner reserves the right to hire a third party to provide core samples to verify thickness. The cost of which will be deducted from the Contractor's progress payments and/ or retainage

**Longitudinal Joint Construction:** All joints shall be straight and true to adjacent improvements. During placement of multiple lifts of bituminous concrete, the longitudinal joint shall be constructed in such a manner that it is located at least 6 inches from the joint in the lift immediately below. The Contractor shall plan his daily paving operation so that each paving length is the full width of area being paved. No exposed longitudinal joint edges will be allowed unless authorized by the Owner. Prior to placing the completing pass (hot side), an application of tack coat must be applied to the exposed edge of the preceding paving pass of bituminous concrete regardless of time elapsed between paver passes. The in-place time allowance described in Sub article "**Tack Coat Application**" below does not apply to joint construction.

- F. **Transverse Joints:** All transverse joints shall be formed by saw-cutting a sufficient distance back from the previous run, existing bituminous concrete pavement, or bituminous concrete driveways to expose the full thickness of the lift. Tack coat shall be applied on any cold joint immediately prior to additional bituminous concrete mixture placement.
- G. **Tack Coat Application:** A thin uniform coating of tack coat shall be applied to the pavement immediately before overlaying and be allowed sufficient time to break (set). All surfaces in contact with the bituminous concrete that have been in place longer than 3 calendar days shall have an application of tack coat. The tack coat shall be applied by a non-gravity pressurized spray system that results in uniform overlapping coverage at an application rate of 0.03 to 0.05 gallons per square yard for a non-milled surface and an application rate of 0.05 to 0.07 gallons per square yard for a milled surface. For areas where both milled and un-milled surfaces occur, the tack coat shall be an application rate of 0.03 to 0.05 gallons per square yard. The Owner must approve the equipment and the method of measurement prior to use. The material for tack coat shall not be heated in excess of 160°F and shall not be further diluted. Under no circumstances shall tack coat be applied to surfaces damp to the touch or over standing water. In the event of unforeseen weather conditions, the application of tack coat shall stop until the surface to receive tack coat is dry. The Owner is not obligated to accept any bituminous concrete mixture or tack coat that is placed on/in wet conditions.
- H. **Tack Coat Application Rate Verification:** The Contractor shall provide daily tack coat delivery tickets to the Owner for verification of application rates.

Daily Delivery tickets must include the following information:

1. Project name printed on ticket.
  2. Name and location of supplier,
  3. Date and time of day.
  4. Product type.
  5. 1st Gross weight - the loaded scale weight before application of tack coat material.
  6. 2nd Gross weight - the loaded scale weight upon completion of tack coat material application.
  7. Tare weight of truck – Daily scale weight.
  8. Project number, purchase order number, name of Contractor (if Contractor other than Producer).
  9. Truck number for specific identification of truck.
- I. **Compaction:** The Contractor shall compact the mixture to an average density between **92.0 and 97.0 percent**. All roller marks shall be eliminated without displacement, shoving, cracking, or aggregate breakage.
- The Contractor shall only operate rollers in the dynamic mode using the oscillatory system at the lowest frequency setting on concrete structures such as bridges and catch basins. The use of the vibratory system on concrete structures is prohibited. Rollers operating in the dynamic mode shall be shut off when reversing directions.
- If the Owner determines that the use of compaction equipment in the dynamic vibratory mode may damage highway components, utilities, or adjacent property, the Contractor shall provide alternate compaction equipment. The Owner may allow the Contractor to operate rollers in the dynamic mode using the oscillatory system at the lowest frequency setting.
- These allowances will not relieve the Contractor from meeting pavement compaction requirements.
- J. **Surface Requirements:** The pavement surface of any lift shall meet the following requirements for smoothness and uniformity. Any irregularity of the surface exceeding these requirements shall be corrected by the Contractor at his expense:
1. Smoothness – Each lift of the surface course shall not vary more than ¼ inch from a Contractor-supplied 10 foot straightedge. For all other lifts of bituminous concrete, the tolerance shall be ⅜ inch. Such tolerance will apply to all paved areas regardless of placement methods, i.e. hand spreading.
  2. Uniformity – The paved surface shall not exhibit segregation, rutting, cracking, disintegration, flushing or vary in composition as determined by the Owner.

### 3.7 CONTRACTOR QUALITY CONTROL REQUIREMENTS FOR PLACEMENT

- A. The Contractor shall be responsible for maintaining adequate quality control procedures throughout the placement operations. Therefore, the Contractor must ensure that the materials, mixture and work provided by Subcontractors, Suppliers and Producers also meet contract specification requirements.
- B. A Quality Control Plan (QCP) shall be submitted for any project with a proposed tonnage greater than 2,500 tons of Bituminous Concrete and/or when the paving operation is scheduled to occur during the Extended Season with prior approval from the Owner.

- C. Quality Control Plan: When required, prior to placement, the Contractor shall submit a QCP to the Owner for approval. The QCP shall be submitted at the pre-construction meeting or a minimum 30 days prior to any production or paving. Work covered by the QCP shall not commence until the Owner's comments have been incorporated into the QCP and approved. The QCP shall detail every aspect of the placement process and if required, include a separate section on Extended Season paving as described in Section 4. "Seasonal Requirements". The QCP must address the actions, inspection, minimum frequency of testing/ sampling and testing necessary to keep the production and placement operations in control, to determine when an operation has gone out of control, and to respond to correct the situation in a timely fashion. The QCP shall also include details on when and who will communicate with personnel at the bituminous concrete plant to determine when immediate changes to the production or placement processes are needed, and to implement the required changes.

Approval of the QCP does not relieve the Contractor of his responsibility to comply with the project specifications and in accordance with the Contract Documents.

- D. Quality Control Inspection, Sampling and Testing: The Contractor shall perform all quality control sampling and testing, provide inspection, and exercise management control to ensure that bituminous concrete production and placement conforms to the requirements of these specifications.
1. Records of Inspection and Testing: For each day of placement, the Contractor shall document all test results and inspections on forms approved by the Owner. The document shall be certified by the Quality Control Manager or his representative that the information in the document is accurate, and that all work complies with the requirements of the contract.

### 3.8 DENSITY TESTING OF BITUMINOUS CONCRETE

- A. The Contractor shall monitor and confirm density utilizing a nuclear density gauge of all bituminous concrete placed daily regardless of the quantity. Testing shall be performed by a NETTCP certified HMA Paving Inspector from a certified independent CT testing laboratory. The minimum frequency of testing shall be as follows.

Sub-Lots for Density Testing		
Daily Production Tons	MAT Number of Sub-Lots	JOINT Number of Sub-Lots/ Joint
Less than 500	1 per 100	1 per 100
500 to 1,500	10	5
Greater than 1,500	20	10

- B. The Contractor shall submit complete laboratory certified test reports and accurate density inspection reports to the Owner within 48 hours following the daily paving operations. The documents shall be submitted in a manner acceptable to the Owner.
- C. All costs associated with the required density testing and reporting shall be the responsibility of the Contractor.

3.9 CORRECTIVE WORK PROCEDURES

- A. Any portion of the completed pavement that does not meet the requirements of the Contract Documents shall be corrected at the expense of the Contractor. Any corrective courses placed as the final wearing surface shall not be less than 1½ inches in thickness after compaction.
- B. If pavement placed by the Contractor does not meet the requirements of the Contract Documents, and the Owner requires its replacement or correction, the Contractor shall:
  - 1. Propose a corrective procedure to the Owner for review and approval prior to any corrective work commencing. The proposal shall include:
    - a. Limits of pavement to be replaced or corrected, indicating stationing or other landmarks that are readily distinguishable.
    - b. Proposed work schedule.
    - c. Construction method and sequence of operations.
    - d. Methods of maintenance and protection of traffic.
    - e. Material sources.
    - f. Names and telephone numbers of supervising personnel.
  - 2. In the event the Contractor proposes to perform corrective work during the "Extended Season", the Contractor shall provide an "Extended Season Paving Plan" and adhere to all seasonal requirements within this specification.
  - 3. Perform all corrective work in accordance with the Contract and the approved corrective procedure.

3.10 PROTECTION OF THE WORK

- A. The Contractor shall protect all sections of the newly finished pavement from damage that may occur as a result of the Contractor's operations for the duration of the Project. Prior to the Owner's authorization to open the pavement to traffic, the Contractor is responsible for the protection of the pavement from all damage.

NOTE

The Owner may at any time during the course of the work perform QA testing that he deems necessary to assure conformance to these specifications. Any deficiencies found through these actions shall be immediately corrected by the Contractor at no additional cost to the Owner. The cost associated with the re-testing of areas where corrective work was performed will be deducted from the Contractor's progress and/ or retainage

Any pavement deficiencies, corrective work and/or QC/QA issues need to be resolved prior to payment for the work under this section.

**END OF SECTION 32 12 16**

**SECTION 32 12 19**  
**STONE DUST STABILIZED**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. This work shall consist of the construction of stonedust at the locations and to the dimensions shown on the plans.

1.2 RELATED SECTIONS

- A. 31 20 00 Earth Moving

1.3 SUBMITTALS

- A. Shop drawings, product drawings, and product data shall be submitted with the following samples:
  - 1. Aggregate Base: (1) 1-Gallon container, stone supplier including location of quarry, and sieve analysis.
  - 2. Stonedust: (1) 1-Pint container, stone supplier including location of quarry, and sieve analysis.
  - 3. Geotextile: Product data and a 12"x12" sample
  - 4. Root Control System: Biobarrier as manufactured by Typar and available from US Construction Fabrics, LLC or equivalent product using trifluralin nodules attached to geotextile.

1.4 REFERENCE STANDARDS

- A. D-5261: Test Method for Measuring Mass per Unit Area of Geotextiles
- B. D-4632: Test Method for Grab Breaking Load and Elongation of Geotextiles
- C. D-4833: Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products D-4533 Test Method for Trapezoid Tear Strength of Geotextiles
- D. D-4491: Test Method for Water Permeability of Geotextiles by Permittivity
- E. D-4751: Test Method for Determining the Apparent Opening Size of a Geotextile



- F. D-4355: Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)

## PART 2 - PRODUCTS

### 2.1 AGGREGATE BASE

- A. Shall conform to Section 31 20 00 EARTHWORK article 2.3 Processed Aggregate Base

### 2.2 AGGREGATE SURFACE

- A. Shall be a crushed stone product from a stone crusher.
- B. Shall be durable crushed rock consisting of the angular fragments obtained by breaking and crushing solid or shattered natural rock, gravel boulders or fieldstone.
- C. The crushed stone shall be reasonably free from clay, loam, or deleterious material.
- D. Shall conform to the following gradation:

Optimal Gradation		
Sieve	Sieve Size (mm)	Percent Passing
3/8"	9.51	100%
4	4.76	80-100%
8	2.36	65-90%
16	1.18	40-60%
30	0.6	25-55%
50	0.3	15-35%
100	0.149	10-20%
200	0.074	5-15%

### 2.3 GEOTEXTILE

- A. AASHTO M288 CLASS 2
- B. Non-Woven Geotextile filter fabric
- C. 6 ounce

### 2.4 ORGANIC BINDER (STABILIZER ADDITIVE)

- A. Stabilizer shall be a non-toxic organic powder, made of 100% naturally occurring materials, designed to be blended with crushed aggregate to create a uniform, durable, and accessible paved walkway surface.

- B. Stabilizer shall be “Organic-Lock” as manufactured by Envirobond Products Corporation, Toronto, Ontario, Canada ([866] 636-8476) or equivalent as approved by the Engineer.
- C. Stabilizer shall be factory blended into the aggregate and delivered to the site premixed.

## 2.5 ROOT CONTROL SYSTEM

- A. Geotextile with trifluralin nodules attached to geotextile, referred to as Biobarrier as manufactured by TYPAR and available from US Construction Fabrics, LLC or approved equivalent.
- B. 12-inch height

## PART 3 - EXECUTION

### 3.1 SUBGRADE PREPARATION

- A. Excavate to depth required so that finish grade can be established as noted on plans.
- B. Compact subgrade to 95% Modified Proctor Density.
- C. Excavate soft and unstable areas of subgrade that cannot be compacted to standard noted, fill and compact with approved granular material.

### 3.2 AGGREGATE BASES

- A. Place base course material over subgrade to depths and dimensions shown on drawings in maximum 6” lifts compacted to 95% Modified Proctor Density.

### 3.3 PLACEMENT OF STONEDUST

- A. Premixed product shall be placed in one layer. Prior to placing, the base shall be maintained true to line and grade, at all times. The product shall be placed to a depth that will result in the proper depth after compaction. Approximate coverage rates per metric tonne:

Area (sq.ft)	Depth (in.)
100	2
75	3
50	4

- B. Spread stabilized crushed aggregate paving, finish grade and compact to 95% Modified Proctor Density to depths and dimensions shown on the drawings.

- C. An asphalt spreader is recommended for spreading the product.
- D. In areas where the stabilized crushed aggregate paving is to exceed 3” depth, the material must be installed in lifts. Each lift shall be fully compacted to 95% Modified Proctor Density.
- E. Use a 1-5 ton double or single static drum roller, or equivalent. Do not use a vibratory compactor or vibratory setting on the compactor.
- F. Apply water to the surface of the stabilized crushed aggregate to activate the product. Approximately 25 to 45 gallons of water per ton must be applied to saturate the material.
- G. Depending on weather conditions, the time required to allow the material to set-up and allow further compaction can vary. Generally, this time period is between 6 and 48 hours. The top layer should be firm and not sticky. Compaction can begin when you can walk on the material without significantly sinking in and material does not feel muddy. If material sticks to the roller during compaction, allow the material to further dry. Do not allow the material to completely dry out.
- H. Make 3-4 passes using a 1-5 ton double or single static drum roller, or equivalent. Do not use a vibratory compactor or vibratory setting on the compactor. .5 After final compaction, the surface shall be true to elevation and shall not vary by more than 1/4” tested with a 6’ straight edge at any location on the surfaces. Surfaces shall be crowned at a minimum of 2% and abut flush with adjacent materials and/or edge restrain. The surface shall be sloped a minimum of 1% to drain away from structures.
- I. Any surface irregularities which develop during, or after the work, shall be corrected by loosening material already in place and removing or adding material as required, after which the entire area, including the surrounding surface, shall be re-compacted and rebound until it is brought to a firm and uniform surface satisfactory to the Engineer.

**END OF SECTION 32 12 19**

**SECTION 32 12 36**

**TEXTURED ACRYLIC COLOR SURFACING FOR CONCRETE SURFACE**

**PART 1 - GENERAL**

**1.1 GENERAL DESCRIPTION**

- A. This specification covers the application of a new wearing surface for Plexipave. Surfaces should be properly sloped for good drainage, and free from cracks. The process consists of the repair of any minor depressions and cracks, followed by applications of the Plexipave System.
- B. NOTE: The success of all-weather characteristics of coating is dependent on a sound base with good drainage, the concrete surface being prepared in accordance to Specification 10.0 of California Products Corporation. Care should be taken to provide adequate surface water drainage and an appropriate vapor barrier below the concrete slab. Surface variation should not exceed 1/8 inch in 10 ft. when measured in any direction with a straight edge and slope 1 inch in 10 ft., all in one plane.

**1.2 RELATED SECTIONS**

- A. 11 68 23 – Exterior Court Athletic Equipment
- B. 32 30 16 – Cast-in-Place Concrete

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Concrete Preparer – shall comply with Specification 10.13 of California Products Corporation.
- B. California Ti-Coat – shall conform with Specification 10.17 of California Products Corporation.
- C. Plexipave Court Patch Binder – shall comply with Specification 10.14 of California Products Corporation
- D. Acrylic Resurfacer – shall comply with Specification 10.8 of California Products Corporation.
- E. Plexipave Color Base – shall conform to Specification 10.5 of California Products Corporation.
- F. Plexichrome – shall conform to Specification 10.1 of California Products Corporation.
- G. Plexicolor Textured Line Paint – shall conform to Specification 10.4 of California Products Corporation.
- H. Water – The water used in all mixtures shall be fresh potable.

### PART 3 - EXECUTION

#### 3.1 SLAB PREPERATION

- A. Surface Preparation – Concrete shall have a wood float or medium broom finish. DO NOT PROVIDE STEEL – TROWEL FINISH. DO NOT ALLOW ANY CURING AGENTS OR HARDENERS TO BE USED. Concrete must cure for a minimum of 28 days. Thoroughly remove all dirt, dust, mud, oil, and all foreign matter with a media blaster. Flood the surface, locate and mark all depressions greater than the thickness of a nickel.
- B. Concrete Preparer – Concrete surface must be etched with Concrete Preparer solution. After drying, all latent material must be removed from the surface.
- C. Depressions – After the surface has dried, fill marked depressions with Court Patch Binder according to specifications using the following mix:
- D. 100lbs. 60-80 mesh silica sand (dry)
- E. 3 gallons Plexipave Court Patch Binder
- F. 1 or 2 gallons Portland Cement, Type 1 (20lbs. min.)
- G. Tack Coat – A tack coat is necessary under patches only and shall be mixed as follows:
  - 1. Plexipave Court Patch Binder diluted 1 part Court Patch Binder to 2 parts
  - 2. water and allowed to thoroughly dry prior to patching. After patching
  - 3. the surface shall not vary more than 1/8" in ten feet measured in any
  - 4. direction.
- H. Primer Coat – Mix and apply California Ti-Coat epoxy primer according to Specification 10.17. Use only on uncoated surfaces.
- I. NOTE: Plexibond may be used as an alternate for priming concrete courts. Consult manufacturer before mixing.
- J. Acrylic Filler Coat – A coat of Acrylic Resurfacer shall be applied within 1 to 3 hours of the application of Ti – Coat while still tacky to fingertip touch.
  - 1. Acrylic Resurfacer – 55 gallons
  - 2. Sand (60-80 mesh) – 600-900 lbs.
  - 3. Water – 20-40 gallons
  - 4. Liquid Yield = 112-138 gallons

3.2 PLEXIPAVE COLOR BASE AND PLEXICHROME

- A. Plexipave Acrylic textured coats shall be applied on the clean, dry underlying surface in 3 applications to obtain a total quantity of not less than .15 nor more than .23 gallons per sq. yd. of area, based on the material prior to dilution. No application shall be covered by a succeeding application until thoroughly dried.
- B. Dilution with Plexichrome and water to obtain proper application consistency will be as follows:
  - 1. Plexipave Color Base – 30 gallons
  - 2. Plexichrome – 20 gallons
  - 3. Water – 20 gallons

(NOTE: Other mix ratios may be used after consulting the manufacturer.)

- 4. The diluted material shall be homogeneous. Segregation before or during application will not be permitted. The finished surface shall have a uniform appearance and shall be free from ridges and tool marks.

3.3 PLAYING LINES

- A. Four hours minimum after completion of the color coating, 2-inch wide, textured playing lines shall be accurately located, marked and painted with textured Plexicolor Line Paint. Submit shop drawing for basketball line striping.

3.4 LIMITATIONS

- A. No parts of the construction involving Plexipave System shall be conducted during rainfall or when rain is imminent. The air temperature must be at least 50 1/2F and rising. Do not apply when surface temperature is in excess of 140 1/2F. The Plexipave System will not prevent surface or structural crack from reoccurring.

END OF SECTION 32 12 36

**SECTION 32 17 23  
PAVEMENT MARKINGS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Lines and markings.
  - 2. Paint.
  - 3. Glass beads.

**1.2 RELATED SECTIONS**

- A. Section 01 10 00 – Summary
- B. Section 32 12 16 – Bituminous Concrete Paving

**1.3 MEASUREMENT AND PAYMENT**

- A. Lines, Markings, & Symbols:
  - 1. Basis of Measurement: Percent complete of pavement markings
  - 2. Basis of Payment: Includes furnishing, installing, inspecting, and maintaining pavement markings for 3yrs after substantial completion.

**1.4 REFERENCE STANDARDS**

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO M247 - Standard Specification for Glass Beads Used in Pavement Markings.
- B. ASTM International:
  - 1. ASTM D34 - Standard Guide for Chemical Analysis of White Pigments.
  - 2. ASTM D126 - Standard Test Methods for Analysis of Yellow, Orange, and Green Pigments Containing Lead Chromate and Chromium Oxide Green.
  - 3. ASTM D562 - Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer.



4. ASTM D711 - Standard Test Method for No-Pick-Up Time of Traffic Paint.
5. ASTM D713 - Standard Practice for Conducting Road Service Tests on Fluid Traffic Marking Materials.
6. ASTM D1301 - Standard Test Methods for Chemical Analysis of White Lead Pigments.
7. ASTM D1394 - Standard Test Methods for Chemical Analysis of White Titanium Pigments.
8. ASTM D1475 - Standard Test Method for Density of Liquid Coatings, Inks, and Related Products.
9. ASTM D1640/D1640M - Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings.
10. ASTM D2202 - Standard Test Method for Slump of Sealants.
11. ASTM D2371 - Standard Test Method for Pigment Content of Solvent-Reducible Paints.
12. ASTM D2621 - Standard Test Method for Infrared Identification of Vehicle Solids From Solvent-Reducible Paints.
13. ASTM D2743 - Standard Practices for Uniformity of Traffic Paint Vehicle Solids by Spectroscopy and Gas Chromatography.
14. ASTM D4280 - Standard Specification for Extended Life Type, Nonplowable, Raised Retroreflective Pavement Markers.
15. ASTM D4505 - Standard Specification for Preformed Retroreflective Pavement Marking Tape for Extended Service Life.

#### 1.5 SUBMITTALS

- A. Product Data: Submit paint formulation for each type of paint.
- B. Samples:
  1. Plates:
    - a. Submit samples of each color of material.
    - b. Prepare 1 without glass beads and 1 with glass beads for each different batch of material.
    - c. After approval, Owner will retain these plates for field comparisons of applied paint.
  2. Paint:
    - a. Submit one-pint paint samples accompanied by properly executed test reports.
  3. Glass Beads: Submit samples according to AASHTO M247.

- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Test and Evaluation Reports: Indicate source and acceptance test results according to AASHTO M247.
- E. Manufacturer Instructions:
  - 1. Submit instructions for application temperatures, eradication requirements, application rate, line thickness, type of glass beads, and bead embedment and application rate.
  - 2. Submit detailed instructions on installation requirements, including storage and handling procedures.
- F. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
- G. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- H. Qualifications Statements:
  - 1. Submit qualifications for manufacturer and applicator.
  - 2. Submit manufacturer's approval of applicator.

#### 1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.
- B. Applicator: Company specializing in performing Work of this Section with minimum three years' documented experience and approved by manufacturer.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Storage:
  - 1. According to manufacturer instructions.
  - 2. Paint:
    - a. Invert containers several days prior to use if paint has been stored more than two months.
    - b. Minimize exposure to air when transferring paint.
    - c. Seal drums and tanks when not in use.
- C. Protection:

1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Provide additional protection according to manufacturer instructions.

**1.8 AMBIENT CONDITIONS**

- A. Do not apply materials if surface and ambient temperatures are outside temperature ranges required by paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow if relative humidity is outside range required by paint manufacturer, or if moisture content of surfaces exceeds that required by paint manufacturer.
- C. Minimum Conditions: Do not apply paint if temperatures are expected to fall below manufacturers recommendations within 24 hours after application.
- D. Thermoplastic Compound: Do not apply unless pavement surface temperature is minimum 40 deg. F and rising.
- E. Maximum VOCs: Do not exceed limit required by State or Environmental Protection Agency.

**1.9 WARRANTY**

- A. Furnish three-year manufacturer's warranty for pavement markings.

**PART 2 - PRODUCTS**

**2.1 MARKING DIMENSIONS AND COLORS**

- A. Dimensions: As noted on the plans and details, when no dimensions are provided or detailed:
  1. Arrows: 84-inch length; white
  2. Wording: 70-inch tall letters; white
  3. Parking Stipe: 4-inch; white
  4. Stop Line: 24-inch; white
  5. Accessible Parking: 4-inch; white

**2.2 PAINTED PAVEMENT MARKINGS**

- A. Performance and Design Criteria:

1. Paint Adhesion: Adhere to road surface, forming smooth continuous film one minute after application.
2. Paint Drying: Tack free by touch as not to transfer by vehicle tires within two minutes after application.

B. Paint:

1. Description: Ready mixed, conventional, fast-dry, waterborne traffic paints.
2. Lead-free and nontoxic.
3. Minimum Retroreflectance: 100 mcd.
4. Durability Rating: 6 or more, after in place for nine months.
5. Properties:
  - a. Pigment Percent by Weight: 60, plus or minus 2.
  - b. Vehicle Percent by Weight: 40, plus or minus 2.
  - c. Nonvolatile Percent by Weight of Paint: 76.0.
  - d. Minimum Density: 13.0 lb./gal
  - e. Viscosity: 80-95 Kreb Units at 77 deg. F.
6. Grind:
  - a. Method: Hegeman Gage.
  - b. Minimum Field-Tested, No-Tracking Time under Ambient Conditions: 20 to 90 seconds.
7. Maximum Dry-Through Time:
  - a. 125 minutes.
  - b. Wet Film Thickness: 15 mils at 90 percent relative humidity and 72 deg.
  - c. Comply with ASTM D1640/D1640M.
8. Maximum VOC Content: 1 lb./gal .

C. Glass Beads:

1. Comply with AASHTO M247, Type 1.
2. Coating: Enhance embedment and adherence with paint.

D. Thermoplastic Compound:

1. Binder Component: Hydrocarbon resin with pigment, beads, and filler uniformly dispersed.

2. Asphalt Concrete Primer:
    - a. Description: Thermosetting adhesive with a solids content of pigment reinforced synthetic rubber and synthetic plastic resin dissolved or dispersed in a volatile organic solvent.
    - b. Solids Content: Not less than 10 percent by weight at 70 deg. F and 60 percent relative humidity.
    - c. Wet Film Thickness: 0.005 inch, plus or minus 0.03 inch .
  3. Portland Cement Concrete Primer: Epoxy resin primer, as recommended by manufacturer of thermoplastic compound.
- E. Preformed Tape:
1. Description: Adherent reflectorized strip.
  2. Comply with ASTM D4505, Type I or IV.

## 2.3 APPLICATION EQUIPMENT

- A. Paint Gun:
1. Description: Simultaneously apply parallel lines of indicated width in solid or broken patterns or various combinations of those patterns.
  2. Type: Dual nozzle.
- B. Bead Gun:
1. Description: Automatically dispense glass beads onto painted surface at required application rate.
  2. Type: Pressurized.
- C. Measuring Device: Automatically and continuously measure to nearest foot length of each line placed.
- D. Paint Heater: Capable of heating paint to 140 deg. F for fast-dry applications.

## 2.4 SOURCE QUALITY CONTROL

- A. Test and analyze traffic paints according to ASTM D34 D126 D562 D711 D713 D1301 D1394 D1475 D2202 D2371 D2621 D2743.
- B. Certificate of Compliance:
1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.

2. Specified shop tests are not required for Work performed by approved manufacturer.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Do not apply paint to concrete surfaces until concrete has cured for 28 days.
- B. Agitate paint for 1 to 15 minutes prior to application to ensure even distribution of pigment.
- C. Maintenance and Protection of Traffic:
  1. Provide short-term traffic control.
  2. Prevent interference with marking operations and prevent traffic on newly applied markings before dry.
  3. Maintain travel lanes between 7:00 AM and 9:00 AM, and between 4:00 PM and 6:00 PM.
  4. Maintain access to properties requiring access.
- D. Surface Preparation.
  1. Clean and dry paved surfaces prior to painting.
  2. Blow or sweep surface free of dirt, debris, oil, grease, or gasoline.
  3. Spot location of final pavement markings, as specified and as indicated on Drawings, by applying pavement spots **25 feet** o.c.
  4. Request inspection by Architect/Engineer after placing pavement spots and minimum three days prior to applying traffic lines.

#### **3.2 DEMOLITION**

- A. Remove existing markings in an acceptable manner, using methods that will cause least damage to pavement structure or surface.
- B. Do not remove existing pavement markings by painting over with blank paint.
- C. Repair pavement or surface damage caused by removal methods.
- D. Clean and repair existing, remaining, or reinstalled lines and legends.

#### **3.3 APPLICATION**

- A. Application Rate:

1. Reflective Markings:
    - a. Paint: 100 sq. ft./gal.
    - b. Glass Spheres on Wet Paint: 0.5 lb./gal.
  2. Nonreflective Markings:
    - a. Paint: 100 sq. ft./gal.
  3. Thermoplastic Compound:
    - a. After surface preparation has been completed, prime pavement surface with spray equipment and allow primer materials to dry according to thermoplastic manufacturer recommendations.
    - b. Apply thermoplastic at temperatures not less than 375 deg. F and not greater than 425 deg. F at point of deposition.
    - c. Apply reflective glass spheres mechanically at rate of 1 lb./20 sq. ft.
    - d. Application Thickness: Not less than 0.125 inch and not more than 0.190 inch.
- B. Painting:
1. Apply paint pneumatically, using guidelines and templates as necessary to control application.
  2. Manually paint numbers, letters, and symbols.
  3. Prevent splattering and overspray when applying markings.
  4. Paint Guns: Simultaneously apply paint binder at uniform specified rates.
  5. Dispense at ambient temperature.
- C. Reflective Media:
1. Immediately follow paint application.
  2. Bead Guns:
    - a. Dispense glass beads simultaneously at specified rate.
    - b. Check guns by dispensing glass beads into gallon container for predetermined fixed period of time.
    - c. Verify weight of glass beads.
- D. Thermoplastic Compound:
1. Place on dry pavement.
  2. Apply centerline, skip line, edge line, and other longitudinal type markings with mobile applicator.



3. Place special markings, crosswalks, stop bars, legends, arrows, and similar patterns with portable applicator.

E. Raised Pavement Markers:

1. Align prefabricated markers and permanently fix in place by means of epoxy adhesives.
2. Prior to applying adhesive, thoroughly clean area by water blasting and by compressed air.

F. Dimensions and Locations: As indicated on Drawings.

G. Crosswalks, Arrows, Stop Lines, Legends:

1. Use walk-behind strippers, hand spray, or stencil trucks.
2. Do not use hand brushes or rollers.
3. Glass beads may be applied by hand.

3.4 TOLERANCES

- A. Maximum Variation from Wet Film Thickness: **1 mil.**
- B. Maximum Variation from Wet Paint Line Width: Plus or minus **1/8 inch.**
- C. Automatic Line-Length Gages: Plus or minus **25 ft./mi.**
- D. Cycle Length Timer: Plus or minus **6 in./ 40 ft.**
- E. Paint Line-Length Timer: Plus or minus **3 in./ 10 ft.**
- F. Paint Guns: Plus or minus **1 mil.**

3.5 FIELD QUALITY CONTROL

- A. Inspect for incorrect location, insufficient thickness, line width, coverage, retention, uncured or discolored material, and insufficient bonding.
- B. Acceptance:
  1. Repair lines and markings which after application and curing do not meet following criteria:
    - a. Incorrect location.
    - b. Insufficient thickness, width, coverage, or retention.
    - c. Uncured or discolored material.
    - d. Insufficient bonding.

**3.6 CLEANING**

- A. Collect and legally dispose of residues from painting operations.

**3.7 PROTECTION**

- A. Protect painted pavement markings from vehicular and pedestrian traffic until paint is dry and track free.
- B. Unless material is track free at end of paint application convoy, use traffic cones to protect markings from traffic until track free.
- C. If vehicle crosses a marking and tracks it, or if splattering or overspray occurs, eradicate affected marking and resultant tracking and apply new markings.
- D. Follow manufacturer instructions or use minimum of 30 minutes of dry time.
- E. Barrier cones are satisfactory protection for materials being dried.

**3.8 MAINTENANCE**

- A. Provide service and maintenance of traffic paints for three years from date of Substantial Completion.

**END OF SECTION 32 17 23**

**SECTION 32 18 16.13**  
**RUBBER TILE SAFETY SURFACE**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Section Includes: Resilient, interlocking, playground safety surfacing tiles.
- B. Three (3) approved manufacturers, their product and colors per each
- C. Performance product specification for equivalents

1.2 RELATED SECTIONS

- A. Section 01 10 00 – Summary
- B. Section 11 68 00 – Playground Installation
- C. Section 31 20 00 – Earth Moving
- D. Section 32 18 16.14 – Rubber Tile Safety Surface Stone Base
- E. Section 32 30 16 – Cast-In-Place Concrete

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM C 67 – Standard Test Method Methods for Sampling and Testing Brick and Structural Clay Tile.
  - 2. ASTM C 501 – Standard Test Method for Relative Resistance to Wear of Unglazed Ceramic Tile by the Taber Abrader.
  - 3. ASTM C 518-98 Insulation/R-Values – Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus. Measuring = Insulation/R-Values.
  - 4. ASTM D 412 (13) – Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension.
  - 5. ASTM D 573 – Standard Test Method for Rubber-Deterioration in an Air Oven.
  - 6. ASTM D 624 – Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
  - 7. ASTM D 1667 Compression Deflection – Standard Test Method for Flexible Cellular Materials.

8. ASTM D 2047 – Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
  9. ASTM D 2240 Durometer Hardness – Standard Test Method for Measuring the “Hardness” of Rubber Elastomers and Plastic.
  10. ASTM D 2859 – Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials.
  11. ASTM D 3389 (10) Taber Abrasion Index – Standard Test Method for Walking Surface Based on Abrasion Cycles.
  12. ASTM D 3574 Compression Resistance – Standard Test Method for Flexible Cellular Materials.
  13. ASTM D 3676 – Standard Specification for Rubber Cellular Cushion Used for Carpet or Rug Underlay.
  14. ASTM E 109 – Class A Fire Test/Flammability – Standard Test Method for Fire Tests of Surface Systems and Materials.
  15. ASTM E 108 – Class A Fire Test/Flammability - Modified For Roof Coverings, Modified Test Methods for Fire Tests of Roof Covering Materials.
  16. ASTM E 303 (2013) – Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
  17. ASTM E 648 Self Extinguishing Fire Test/Flammability – Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source (NFPA Designation No. 253).
  18. ASTM E 831 Coefficient of Thermal Expansion – Standard Test Method for Thermal Expansion of Materials by Thermomechanical Analysis
  19. ASTM E 903, E 891, E 1980 Solar Reflectance – Hemispherical Spectral Reflectance and Total Emittance Test. Presents results of spectral reflectance and total emittance of products tested.
  20. ASTM F 1292-04 and F355-95 – Standard Test Method for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
  21. ASTM F 1951-99 ADA Accessibility – Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
- B. CPSC-CH-E1002-08 Lead Content – LEAD Test - For compliance with US Public Law 110-314 (HR 4040 “Consumer Product Safety Improvement Act of 2008”), lead in accessible substrate materials.
- C. Water Penetration Test – For compliance with Sustainable Storm Water Run-off in a testing environment to determine how much water flows through the product based on real world scenarios.
- D. Tensile Strength at Interlocking Joint – For compliance with Pull Force in a testing environment to determine how much pressure it takes to unlock the interlocking joints based on real world scenarios.

- E. UL 2218, Class 4 Impact Resistances, 2010. – Standard Test Method for Impact Resistance of Prepared Roof Covering Materials.
- F. US Consumer Product Safety Commission (CPSC) Handbook for Playground Safety.

#### 1.4 SUBMITTALS

- A. Letter to the owner shall be provided accepting the base for installing the playground surfacing for the following:
  - 1. State the installer's corporation name, the corporations point of contact name and phone number, and the date with language accepting the base.
  - 2. Base materials such Aggregate, Asphalt, and concrete which shall be reviewed, revised, and finally accepted by the surfacing installer prior to surface installation.
  - 3. Attach a copy of manufacturer issued installation certification
- B. Test Reports: Submit certified test reports from qualified independent testing agency indicating results of the following tests:
  - 1. Impact Attenuation: ASTM F 1292.
  - 2. Freeze Thaw: ASTM C 67.
  - 3. Rubber Deterioration/Air Oven: ASTM D 573.
  - 4. Slip Resistance: ASTM D 2047 and E 303.
  - 5. Tensile Strength: ASTM D 412.
  - 6. Elongation at Break: ASTM D 412.
  - 7. Tear Strength: ASTM D 624.
  - 8. Peak Load: ASTM D 624.
  - 9. Density: ASTM D 3676.
  - 10. Taber Abrasion: ASTM C 501.
  - 11. Flammability: ASTM D 2859.
- C. Certificate of Compliance: Submit manufacturer's certificate of compliance indicating materials comply with specified requirements.
- D. Installer's Project References:
  - 1. Submit list of 15 successfully completed projects.
  - 2. Include project name and location, name of architect, and type and quantity of playground safety surfacing tiles furnished.
- E. Maintenance Instructions: Submit manufacturer's maintenance and cleaning instructions.
- F. Warranty: Submit manufacturer's standard warranty.

1.5 QUALITY ASSURANCE

A. Installer's Qualifications:

1. Certified by manufacturer for installation of playground safety surfacing tiles.
2. Approved by manufacturer.

1.6 DELIVERY, STORAGE & HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage:

1. Store materials in accordance with manufacturer's instructions.
2. Playground Safety Surfacing Tiles:
  - a. Store tiles in a dry area at a minimum temperature of 50 degrees F (10 degrees C) for a minimum of 72 hours before installation.
  - b. Protect tiles from direct sunlight before installation.
3. Adhesive: Store adhesive in a dry area at a minimum temperature of 50 degrees F (10 degrees C).

C. Handling: Protect materials during handling and installation to prevent damage.

**PART 2 - PRODUCTS**

2.1 PLAYGROUND EQUIPMENT MANUFACTURERS

A. Unity

1. Contact info: Unity Creations, Ltd. 3997 Route 9W (PO Box 9) Saugerties, New York 12477. Toll Free: (1-877) 41-UNITY, Phone (845) 246-2700, Fax: (845) 246-1700, E-mail: [productinfo@surfacingystems.com](mailto:productinfo@surfacingystems.com), Internet: [www.surfacingystems.com](http://www.surfacingystems.com)

B. Sofsurfaces

1. Contact Info: 4393 Discovery Line, Petrolia, ON Canada N0N 1R0. Toll Free (800) 263-2363. Phone (519) 882-8799. Fax (519) 882-2697. Website: [www.sofSURFACES.com](http://www.sofSURFACES.com). E-mail [info@sofSURFACES.com](mailto:info@sofSURFACES.com).

C. Rubber Designs

1. Rubber Designs, LLC, 3125 Skyway Circle, Melbourne, FL 32931, Phone: 706.383.7528, Web: [www.RubberDesigns.com](http://www.RubberDesigns.com)

2.2 RUBBER SHEETING

- A. 60-mil EPDM rubber membrane with manufacturer recommended tape (typically used for roofing)
- B. The membrane shall conform to the minimum physical properties of ASTM D4637
- C. Sure-Seal Ethylene Propylene Diene Monomere (EPDM) membrane
- D. Tiles shall be glued to Rubber sheeting with the same glue used for rubber sheeting as recommended by rubber sheeting manufacturer

2.3 PERFORMANCE REQUIREMENTS FOR EQUIVALENTS

- A. Manufacturer's Qualifications: Manufacturer shall meet a minimum of 1 of the following 2 requirements.
  - 1. Continuously engaged in manufacturing of playground safety surfacing tiles of similar type to that specified, with a minimum of 10 years successful experience.
  - 2. Furnished a minimum of 15,000,000 square feet of playground safety surfacing tiles of similar type to that specified.
- B. Material: Compression-molded, recycled rubber and binding agents.
- C. Tile Locking
- D. Top Edges: Chamfered.
- E. Tile Sides: Glue Channel system for maximum seam adhesion.
- F. Wear Layer:
  - 1. Laminated EPDM Virgin rubber granules
  - 2. Minimum 0.125inch thick for maximum color performance and wear durability.
- G. Manufactured Size:
  - 1. Minimum 24 3/8" X 24 3/8" +/- 1/8"
  - 2. Installed Size: 24.125" X 24.125"
- H. Thickness:
  - 1. Maximum of 5.25"
  - 2. Minimum of 1.75"
  - 3. Manufacturer to supply based on critical fall heights and within maximum and minimums as shown in items H.1. to H.2 above.
- I. Colors:



1. Submit colors within 10% of the RGB color sample measured by spectrometer
- J. Shock Attenuation (ASTM F1292 & F355.95):
  1. Gmax: Less than 125.
  2. Head Injury Criteria: Less than 700.
- K. Lead In Materials/Children's Products (CPSC-CH-E1002-08):
  1. CPSIA Section 101: Rubber Tile/Mat/Block/Paver: Lead Content (ppm) = ND
  2. MDL Permissible Limit = 300 ppm
- L. Tensile Strength at Interlock Joint (Pull Force To Separate Interlock), Two Ways.
  1. Vertical Pull Force Test.....127 PSI or Greater.
  2. Horizontal Pull Force Test.....38 PSI or Greater.
- M. Freeze Thaw, ASTM C 67: No deterioration.
- N. Rubber Deterioration/Air Oven, ASTM D 573: No deterioration.
- O. Slip Resistance:
  1. ASTM E 303:
    - a. Dry: 51 minimum.
    - b. Wet: 44 minimum.
  2. ASTM D 2047:
    - a. 0.53 minimum
- P. Tensile Strength, ASTM D 412:
  1. 95 psi minimum
- Q. Elongation at Break, ASTM D 412:
  1. 68 percent minimum
- R. Tear Strength, ASTM D 624:
  1. 494 lb/ft minimum
- S. Flammability:
  1. Burning Pill, ASTM D 2859: Pass.
- T. Density, ASTM D 3676:
  1. 51 lb/ft<sup>3</sup> minimum
- U. Taber Abrasion, Wear index, ASTM C 501:

1. 167 minimum
- V. Accessibility:
  1. Comply with requirements of ASTM F1951.
- W. Water Penetration Test (Sustainable Storm Water MGT/Run-off)
  1. BODY = Penetration is .13 Gallons Per Minute, Per Square Foot of surface area
  2. SEAM/JOINT = Penetration is .21 Gallons Per Minute, Per Square Foot of surface area

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine areas to receive playground safety surfacing tiles. Notify Architect if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

#### **3.2 PREPARATION**

- A. Prepare subsurface in accordance with manufacturer's instructions to ensure proper slope, support and drainage for playground safety surfacing tiles.
- B. Aggregate Subsurface: Compacted, granular aggregate subsurface shall be as detailed
- C. Concrete Subsurface:
  1. Concrete subsurface shall be as specified in Section 03300 (03 30 00).
  2. Apply light broom finish.
  3. Ensure concrete is sound with no loose material or cracks over 1/8 inch wide.
  4. Ensure concrete is a minimum of 10 days old.
  5. Test concrete for moisture in accordance with manufacturer's instructions to ensure it has sufficiently cured and is dry.
  6. Power wash existing concrete in accordance with manufacturer's instructions.
  7. Specifier Notes: Include the following paragraph when adhesive will be used between an asphalt subsurface and the base of the playground safety surfacing tiles.
- D. Asphalt Subsurface:
  1. Asphalt subsurface shall be as detailed.
  2. Ensure asphalt is sound with no loose material or cracks over 1/8 inch wide.
  3. Ensure asphalt is a minimum of 14 days old.
  4. Test asphalt for moisture in accordance with manufacturer's instructions to ensure it has sufficiently cured and is dry.

5. Scarify existing asphalt in accordance with manufacturer's instructions.
6. Variations in Elevation: Where variations in elevation occur, transitional ramps must be adhered to asphalt surface – only once asphalt has been scarified in accordance with manufacturer's instructions.

### 3.3 INSTALLATION

- A. Install playground safety surfacing tiles in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Ensure prepared subsurface and tiles are dry and clean.
- C. Layout tile surface in accordance with manufacturer's instructions.
- D. Apply adhesive in accordance with manufacturer's instructions for tile-to-tile as well as tile-to-base for all keystone and strategic tile rows.
- E. Installation to be completed by a factory trained and certified installer.

### 3.4 FIELD QUALITY CONTROL

- A. Installed Surface Performance Test: ASTM F1292
  1. Perform impact attenuation testing according to ASTM F1292 in presence of Owner's representative within 30 days of installation.
    - a. Confirm Impact Attenuation Performance of Surfacing Tiles:
      - 1) g-max Score: Less than 125
      - 2) Head Injury Criteria (HIC) Score: Less than 700
  2. Test Equipment Operator Qualifications:
    - a. National Recreation and Parks Association/National Playground Safety Institute (NRPA/NPSI), Certified Playground Safety Inspector (CPSI).
    - b. Trained in the proper operation of Triax test equipment by competent agency.
  3. Determine compliance with ASTM F 1292, unless otherwise specified in this section.

### 3.5 CLEANING

- A. Remove adhesive spills from playground safety surfacing tiles in accordance with manufacturer's instructions.
- B. Clean tiles in accordance with manufacturer's instructions.

### 3.6 PROTECTION

- A. Protect completed tiles from damage during construction.

- B. Protect playground safety surfacing tiles from foot traffic for a minimum of 12 hours after installation.

**END SECTION 32 18 16.13**

**SECTION 32 18 16.14**  
**RUBBER TILE SAFETY SURFACE STONE BASE**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Stone used for drainage layer beneath the liner where Tiled Playground Surface is attached. The liner is installed such that a 4” minimum gap exists between the edge of the liner and the adjacent haunched curb or sidewalk. Water drains through that gap into this Dynamic Stone Base.
- B. Furnish all labor, equipment, and materials to install the Dynamic Stone Base, consisting of geotextile and Dynamic Stone Base all as indicated on the Contract Drawings and as specified herein.
- C. Coordinate Work with Playground Surface Manufacturer/Vendor and the liner tiles are adhered to.
- D. Related Sections:
  - 1. Section 31 20 00 – Earth Moving
  - 2. Section 32 18 16.13 – Rubber Tile Safety Surface
  - 3. Section 32 30 16 – Cast-in-Place Concrete
  - 4. Section 33 40 00 – Storm Drainage Utilities

**1.2 REFERENCES**

- A. Comply with applicable requirements of the following standards. Should the standards conflict with other specified requirements, the most restrictive requirement shall govern.
  - 1. American Association of State Highway and Transportation Officials (AASHTO).
  - 2. Occupational Safety and Health Administration (OSHA)

**1.3 SUBMITTALS**

- A. Provide Shop Drawings for all material to be supplied.
- B. Provide certifications stating that the materials used to comprise the system comply with the requirements.
- C. Provide bagged samples of the Dynamic Stone to the Engineer.
- D. Provide laboratory test results for sieve analysis, resistance to abrasion, and soundness for all stone materials.

- E. Record Drawings: Submit as-builts of the subgrade prior to installation of the Dynamic Stone. The record drawing of the subgrade must be accepted by the engineer/landscape architect prior to work in section being considered complete.
- F. Record Drawings: Submit as-builts of the Dynamic stone prior to installation of the synthetic turf system. The record drawing of the Dynamic stone must be accepted by the playground surfacing vendor/installer prior to work in section being considered complete.

#### 1.4 QUALITY ASSURANCE

- A. Workmen: all workmen shall be thoroughly trained and experienced in the necessary crafts, and completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.
- B. Dynamic Stone Base material gradations shall be submitted for review prior to delivery of any material.

#### 1.5 PRODUCT DELIVERY

- A. Take all required measures to ensure that all piping and related appurtenances are protected from damage.
- B. Special care shall be exercised during delivery and storage to avoid damage or contamination to the products.
- C. All materials shall be delivered and stored within the Contractor's work limits or in an area approved by the Owner.
- D. Products that are damaged will be removed and replaced unless the product can be repaired in a manner acceptable to the Owner
- E. Protect aggregates and base materials from soil contamination.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Nonwoven geotextile and shall be a nonwoven needle-punched construction and consist of long-chain polymeric fibers composed of polypropylene, polyethylene, or polyamide. The fibers shall be oriented into a multidirectional stable network whereby they retain their positions relative with each other and allow the passage of water as specified. The fabric shall be free of any chemical treatment or coating that reduces permeability and shall be inert to chemicals commonly found in soil. The geotextile shall conform to the following minimum average roll values:

Weight	ASTM D-3776	4.0
Tensile Strength	ASTM D-4632	100

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Elongation %	ASTM D-4632	50
Puncture, lb.	ASTM D-751	50
Mullen Burst, psi	ASTM D-3786	200
Trapezoidal Tear, lb.	ASTM D-4533	42
Coefficient of Permeability	ASTM D-4491	.1 cm/sec
Flow Rate, gpm/ft <sup>2</sup>	ASTM D-4491	100
Permittivity, 1/sec	ASTM D-4491	1.8
Apparent Opening Size	ASTM D-4751	70 Max. US Std. Sieve Opening
Seam Strength, lb./ft.	ASTM D-4595	100
Fungus	ASTM G-21	No growth

**B. Dynamic Stone Base shall conform to the following:**

1. The material shall consist of clean, washed durable broken or crushed stone and shall be the product resulting from the artificial crushing of rocks, boulders, or large cobblestones, substantially all faces of which have resulted from the crushing operation. Broken or crushed stone shall consist of sound, tough, durable stone (generally basalt, granite, gneiss), reasonably free from soft, thin, elongated, laminated, friable, micaceous or disintegrated pieces, mud, dirt, or other deleterious material and shall be sized to meet the requirements of the gradations below for each layer of stone base. The use of reclaimed miscellaneous aggregate will not be allowed for any part of the mixture for these materials.
2. Test for Resistance to Abrasion. Gravel materials shall show a loss on abrasion of not more than 25% using AASHTO Method T 96.
3. Soundness: When tested with magnesium sulfate solution for soundness using AASHTO Method T 104, coarse aggregate shall not have a loss of more than 12% at the end of five cycles.
4. Gradations:

**Dynamic Stone Base**

<b>Sieve Size</b>	<b>Percent Passing by Weight</b>
½"	100
3/8"	85-100
#4	60-90
#8	35-75
#16	10-55
#30	0-40
#60	0-15
#100	0-8
#200	0-2



## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Examine the areas and conditions under which the work is to be installed. Correct any and all conditions detrimental to the proper completion of the work. Do not proceed with the work until satisfactory conditions have been achieved.
- B. Provide a survey of the finished subgrade prior to installation of the Dynamic Stone for review and approval by the engineer. The as-built shall indicate spot elevations 10 feet on center. Correct all deficiencies as necessary.
- C. Do not proceed with any installations before receiving written approval from the Owner for the material.

### **3.2 GEOTEXTILE**

- A. The geotextile fabric shall be installed as per Manufacturer's recommendations on the entire surface of the finished subgrade.

### **3.3 DYNAMIC STONE BASE**

- A. Upon the completion of constructing an approved field subgrade, the Contractor shall install the Dynamic Stone Base within a 20'x20' test area for the purpose of determining that the Contractor means and methods of placing the material conforms to the following requirements:
  - 1. Compaction of both layers: The dry density after compaction shall be 95%,  $\pm 1.5\%$  of the dry density for the material being tested in accordance with Modified Proctor procedure according to ASTM 1557.
  - 2. Permeability of base bottom layer shall be greater than 50 in. /hr. ( $3.5 \times 10^{-2}$  cm/ sec.)
  - 3. Permeability of base top layer shall be greater than 10 in. /hr. ( $7.0 \times 10^{-3}$  cm/ sec.)
  - 4. Porosity of both layers shall be greater than 25% (when base is saturated and compacted to 95% proctor).
- B. The above testing and any subsequent retesting shall be pre-formed by an independent testing laboratory with the cost borne by the Contractor.
- C. When the results of the above testing requirements are not satisfactory to the Engineer, the Contractor shall adjust his procedure as required to attain the necessary results.
- D. Upon desired test results and approval from the Engineer, the Contractor may proceed with the complete installation of Dynamic Stone Base following the approved installation procedure.
- E. The surface of the stone base layer shall be formed to meet the design elevations to within 1/2", and the surface shall not deviate more than 1/4" over 10' in any direction.
- F. Check surface tolerance prior to installation of surface.

- G. Provide a survey of the finished Dynamic Stone Base surface prior to installation of the surface for review and approval by the engineer and surface vendor/installer. The as-built shall indicate spot elevations 10 feet on center, including elevations at the critical points of the infield including the bases, mound and home plate and along the entire length of the Dynamic Stone. Correct all deficiencies as necessary

**END OF SECTION 32 18 16.14**

**SECTION 32 30 16**  
**CAST-IN-PLACE CONCRETE**

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## **PART 1 - GENERAL**

### **1.1 REFERENCE DOCUMENTS**

- A. Connecticut DOT Standard Specifications for Form 818 last revised at time of bid

### **1.2 RELATED SECTIONS**

- A. Section 01 10 00 – Summary
- B. Section 11 68 00 – Playground Installation
- C. Section 31 20 00 – Earth Moving
- D. Section 32 18 16.13 – Rubber Tile Safety Surface
- E. Section 32 18 16.14 – Rubber Tile Safety Surface Stone Base

### **1.3 SUMMARY**

- A. Work under this Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

### **1.4 MEASUREMENT AND PAYMENT**

- A. Welded wire fabric reinforcement shall be placed on chairs prior to pouring concrete, inspected and approved by the engineer. Concrete placed without prior approval of the welded wire fabric will be rejected.
- B. Diamond load plates shall be inspected and approved by the engineer. Concrete placed without prior approval of the diamond load plates will be rejected.
- C. Provide a line item on schedule of values, paid on estimated percent complete as detailed and specified.

### **1.5 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Shop Drawings: For steel reinforcement and formwork.
- D. Material test reports and certificates.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. American Concrete Institute (ACI):
    - a. ACI Detailing Manual SP-66.
    - b. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
    - c. ACI 301, "Specification for Structural Concrete,"
    - d. ACI 302.1R-04 Guide for Concrete Floor and Slab Construction.
    - e. ACI 360R-06 Guide for Design of Slabs-on-Ground.
  - 2. American Society for Testing and Materials International (ASTM):
    - a. A 36 Standard Specifications for Carbon Structural Steel.
    - b. A 108 Standard Specifications for Steel Bar, Carbon and Alloy, Cold Finished.
- C. Codes and Standards: All materials and construction methods shall conform to the Connecticut Department of Transportation Standard Specifications form 818 last amended at the time of bidding, unless otherwise specified herein.
- D. Workmen: All workmen shall be thoroughly trained and experienced in the necessary crafts, and completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.
- E. Pre-installation Conference: Conduct conference at Project site.

1.7 TESTING AND INSPECTION:

- A. Contractor shall employ and pay for a qualified independent laboratory to perform testing and inspection service required by these specifications and in compliance with the Standard Specifications last amended at the time of bidding, unless otherwise specified herein.
- B. Perform inspection and testing according to ACI 318. Provide unrestricted access to Work and cooperate with appointed testing and inspection firm.
- D. Submit proposed mix design of each class of concrete and testing firm for review prior to commencement of Work.
- E. Concrete Inspections:
  - 1. Continuous Placement Inspection: Inspect for proper installation procedures.
  - 2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.

F. Strength Test Samples:

1. Sampling Procedures: Comply with ASTM C172.
2. Cylinder Molding and Curing Procedures:
  - a. Comply with ASTM C31.
  - b. Cylinder Specimens: Standard cured.
3. Sample concrete and make one set of three cylinders for every 75 cu. yd. or less of each class of concrete placed each day, and for every 5,000 sq. ft. of surface area for slabs and walls.
4. If volume of concrete for a class of concrete would provide less than five sets of cylinders, take samples from five randomly selected batches, or from every batch if less than five batches are used.
5. Make one additional cylinder during cold weather concreting and field cure.

G. Field Testing:

1. Slump Test Method: Comply with ASTM C143.
2. Air Content Test Method: Comply with ASTM C231.
3. Temperature Test Method: Comply with ASTM C1064.
4. Testing Frequency: one per load.
5. Payment for field testing is subsidiary to cast-in-place concrete sidewalk.

H. Cylinder Compressive Strength Testing:

1. Test Method: Comply with ASTM C39.
2. Test Acceptance: According to ACI 318.
3. Test one cylinder at seven days.
4. Test one cylinder at 28 days.
5. Retain one cylinder for testing when requested by Engineer.
6. Dispose of remaining cylinders if testing is not required.
7. Payment for cylinder testing is subsidiary to cast-in-place concrete sidewalk

I. Defective Concrete:

1. Description: Concrete not conforming to required lines, details, dimensions, tolerances, or specified requirements.
2. Repair or replacement of defective concrete will be determined by Engineer.
3. Do not patch, fill, touch up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

## PART 2 - PRODUCTS

### 2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: Shall be Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- B. Retain first subparagraph below with paragraph above for galvanized steel reinforcement; Class I has at least 50 percent more zinc weight than Class II. Retain second subparagraph below with paragraph above for epoxy-coated steel reinforcement.
- C. Welded Wire Reinforcement: Shall be Epoxy-Coated Welded Wire Reinforcement: ASTM A 884/A 884M, Class A coated, Type 1, deformed steel.
- D. Bar and Welded Wire Reinforcement Supports: Shall be epoxy coated bolsters, chairs, or spacers and of the height required to place the reinforcement in the location with the slab as detailed. Manufacture and install according to CRSI's "Manual of Standard Practice."

### 2.3 CONCRETE MATERIALS

- A. Mix designs:
  - 1. ConnDOT Form 818 PCC04460
    - a. PSI: 4400
    - b. Air Content: 6.0 +/- 1.0%
    - c. Slump 4" +/- 1"
    - d. Concrete Temperature: 60F-90F
  - 2. Mix Designs shall be designed in accordance with applicable sections of ACI 211 and ACI 318.
  - 3. The mixtures shall consist of Portland cement, fine aggregate, coarse aggregate, admixtures, and water proportioned in accordance with Table M.03.02-1.



4. The mixtures shall also be designed to obtain the plastic properties of Portland cement concrete as specified in Table 6.01.03-2
5. For Nominal Maximum Aggregate Size and Sieve defined as Y below, see 2.3D.2.f

**Table M.03.02-1 Standard Portland Cement Concrete Mixes**

Class <sup>1</sup>	Max. Water/Cement <sup>2</sup> ratio	Min. Cement <sup>2</sup> Content - lb./c.y.	Air Content %	Electrical Resistivity (Permeability) kΩ-cm AASHTO T 358
PCC0223Z	0.69	455	6 +/- 1.5	NA
PCC0334Z	0.48	615		NA
PCC0336Z	0.50	564		NA
PCC0354Z	0.49	615		NA
PCC0446Z	0.44	658		NA
PCC0446Z	0.42			29 minimum
PCC0556Z	0.40			NA
PCC0556Z	0.40			29 minimum
PCCXXX81 <sup>3</sup>	0.46		7.5 +/- 1.5	15 maximum
PCCXXX82	0.40	29 minimum		

<sup>1</sup> PCCXYZ where:  
PCC = Portland Cement Concrete  
XXX = 28-day minimum compressive strength (psi/100)  
Y = Nominal Maximum Aggregate Size (U.S. Sieve No. Designation)  
Z = Exposure Factor (See Table M.03.02-1a)

<sup>2</sup> Portland Cement may be partially replaced within a Standard Mix Design by other approved cementitious material meeting the requirements of M.03.01-3(c) if permitted by the Engineer.

<sup>3</sup> When this class is paid for in a surface or structural repair concrete item, the plastic properties necessary for confined placement to ensure appropriate workability for consolidation within the forms shall be noted on the delivery ticket by the concrete supplier.

**Table M.03.02-1a Exposure Factor per Application**

Exposure	Application
0 Benign	Elements not exposed to weather (buried, enclosed)
1 Moderate	Elements not in contact with salt water or deicing chemicals
2 Severe	Elements in contact with salt water, deicing chemicals, flowing/standing water

6. Mix designs shall indicate the dosage of admixtures anticipated to provide plastic properties required. Plastic properties of mix classes of concrete in the plastic state are listed in Table 6.01.03-2.

**Table 6.01.03-2 Plastic Properties of Portland Cement Concrete**

Standard Mix Class	Air Content	Slump <sup>3</sup>	Concrete Temperature
PCC0334Z <sup>1</sup> (3300 psi)	6.0 +/- 1.5%	As submitted	60°-90° F
PCC0336Z <sup>1</sup> (3300 psi)			
PCC0446Z <sup>1</sup> (4400 psi)			
PCCXXX8Z <sup>1</sup>	7.5 +/- 1.5%	As submitted	
Modified Standards <sup>2</sup>	6.0 +/- 1.5% <sup>2</sup>	As submitted	
Special Provision Mix <sup>4</sup>	As specified	As submitted	
<sup>1</sup> "Z" denotes the Exposure Factor 0, 1 or 2 as described in Table M.03.02-1a			
<sup>2</sup> Modifications to Standard Mixes, including mixes placed by pumping, shall be reviewed by the Engineer prior to use. These include but are not limited to the use of chemical admixtures such as high range water reducing (HRWR) admixtures and the use of coarse aggregate sizes for that class not specified in M.03.			
<sup>3</sup> If the <u>only</u> modification is the addition of HRWR, the maximum allowable slump shall be 7 inches.			
<sup>4</sup> All concrete mixes with a mix design strength not shown in the table must be approved by the Engineer on a case-by-case basis. Limits on the plastic properties and strength requirements of these mixes are listed in the Specifications.			

7. Mix Designs are approved by the Connecticut Department of Transportation on a standing basis.

**B. Cement:**

1. Cement for concrete unless specified or detailed elsewhere shall be Type IIA.
2. Cement shall not exhibit a flash set or cause an abnormal initial rise of temperature when mixed with water. It shall maintain its full plasticity and fluidity during the period required for placing the concrete.
3. The temperature of the cement at the time of mixing shall not exceed 150 °F.
4. When tested at the mill, no cement shall be shipped to the work until it has passed the 7 day test, unless otherwise directed. At least 12 days from the time of sampling shall be allowed to the completion of the required 7 day test.
5. Each shipment, regardless of quantity, shall be accompanied by a certified Mill Test Report, three copies of which shall be furnished to the Engineer before the cement may be incorporated in the work.
6. Cement of a uniform color shall be used in all exposed concrete.

**C. Water:**

1. All water used in the mixing of concrete shall be potable and in accordance with AASHTO T 26 and AASHTO D 512.
2. pH of the water must not be less than 6.0 or greater than 8.0 and Chloride Ion Concentration of the water must not exceed 250ppm.
3. Potable water taken directly from a municipal or regional water supply may be used for mixing concrete without testing.
4. Heating or cooling of water may be required to meet mix temperature requirements at time of placement.

## D. Aggregates

1. Coarse and Fine aggregates must originate from the aggregate producers and locations included on the Connecticut Department's Qualified Materials List (QML). The list is available on the Department website. <https://www.ct.gov/dot/cwp/view.asp?a=1410&Q=538842>. The criteria for inclusion in the QML are stated within the list.
2. Coarse Aggregates: Per ConnDOT material M.01.02
  - a. Aggregate of a size retained on a 1 inch square opening sieve must not contain more than 8% of flat and elongated pieces when tested in accordance to ASTM D4791 at a 1:5 ratio.
  - b. Reclaimed concrete aggregates must consist of clean, durable fragments of uniform quality. Materials must be from crushing or otherwise processing of concrete structures or portions thereof.
  - c. Prior to demolition or removal, concrete structures must not exhibit signs of material degradation attested to by the supplier. Reclaimed aggregate must be tested separately to confirm compliance with all requirements prior to blending with virgin aggregate.
  - d. Reclaimed coarse aggregate must not contain chlorides in excess of 0.5 lb./c.y. Chloride content must be determined in accordance with AASHTO T 260, Procedure A. Regardless of chloride content, reclaimed aggregates must not be used in concrete for pre-stressed concrete members.
  - e. Coarse aggregate must be uniform in consistency and only contain clean, hard, tough, durable fragments meeting the following criteria

TABLE M.01.02-1: Coarse Aggregate Criteria by Pit/Quarry Source

Item	Title	AASHTO Test Methods	Criteria
1	Material Passing No. 200 Sieve	T 11	1% maximum
2	Loss on Abrasion	T 96	40% maximum
3	Soundness by Magnesium Sulfate	T 104	10% maximum @ 5 cycles

Standard sizes of coarse aggregate for applications other than bituminous concrete must meet the gradation requirements listed in Table M.01.02-2 as determined by AASHTO T 27.

- f. Standard sizes of coarse aggregate for applications other than bituminous concrete must meet the gradation requirements as follows and as determined by AASHTO T27.



**TABLE M.01.02-2: Gradation of Standard Sizes of Coarse Aggregate**

Square Mesh Sieves	Percent Passing by Weight					
	No. 3	No. 4	No. 6	No. 67	No. 8	No. 9
2 1/2 inches	100					
2 inches	90-100	100				
1 1/2 inches	35-70	90-100				
1 inch	0-15	20-55	100	100		
3/4 inch		0-15	90-100	90-100		
1/2 inch	0-5		20-55		100	
3/8 inch		0-5	0-15	20-55	85-100	100
No. 4			0-5	0-10	10-30	85-100
No. 8				0-5	0-10	10-40
No. 16					0-5	0-10
No. 50						0-5

3. Fine Aggregates: Per ConnDOT material M.01.03
- Manufactured sand must be produced from washed stone screenings; stone screenings or gravel; or combinations thereof, after mechanical screening.
  - Fine aggregate must consist of clean, hard, durable, tough, uncoated particles free from lumps, meeting the following requirements

**TABLE M.01.03-1: Fine Aggregate Requirements**

Item	Property	AASHTO Test	Criteria
1	Grading		
	Portland Cement Concrete	T 11	3% maximum passing No. 200 sieve
	Bituminous Concrete	T 27	Table M.01.04-1
2	Absorption	T 84	100% Passing 3/8 inch, 95% passing the No. 4 min.
3	Plasticity limits	T 90	3% maximum
4	L.A. Abrasion	T 96	0 or not detectable
5	Soundness by Magnesium Sulfate	T 104	50% maximum (fine agg. particle size $\geq$ No. 8)
6	Clay Lumps and Friable Particles	T 112	15% maximum@ 5 cycles for PC Concrete 20% maximum@ 5 cycles for Bituminous Concrete
7	Deleterious Material - organic or inorganic calcite, hematite, pyrrhotite, shale, clay, coal-lignite, shells, loam, mica, clinkers, or other organic matter (wood, etc.).	As determined by the Engineer	3% maximum
			Must not contain more than 3% by mass of any individual listed constituent and not more than 5% by mass in total of all listed constituents.

- The fineness modulus of fine aggregate from a source must not vary more than 0.20 from the base fineness modulus of that source.
- The fine aggregate must not produce a color darker than Gardner Color Standard No. 11 in accordance with AASHTO T 21.

- e. Gradation of each size aggregate must be within the ranges listed in Table M.01.04-1 as determined by AASHTO T 27.

Table M.01.04-1: Fine Aggregate Gradations

Sieve Size	3/8 inch	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100
% passing	100	95-100	80-100	50-85	25-60	10-30	2-10

E. Replacement Materials;

1. Proposed Mix Designs with partial replacement of Portland Cement (PC) with fly ash or ground granulated blast furnace slag (GGBFS), shall include
  - a. the type of material
  - b. source
  - c. percentage of the PC replaced shall be clearly indicated.
  - d. Certified Test Report for the cement replacement material
2. Fly Ash
  - a. Fly ash to be used as a partial replacement for Portland cement shall meet the requirements of AASHTO M 295, either Class C or Class F, including the uniformity requirements of Table 2A
  - b. Loss on Ignition for either class of fly ash shall not exceed 4.0%.
  - c. Fly ash may be used to replace up to a maximum of 20% of the required Portland cement for mixes without permeability requirements.
  - d. For mixes with permeability requirements, the maximum of 20% may be exceeded.
  - e. The fly ash shall be substituted on a weight basis, with a minimum of 1 lb. of fly ash for 1 lb. of Portland cement.
  - f. Different classes of fly ash or the same class from different sources shall not be permitted.
3. Ground Granulated Blast Furnace Slag (GGBFS):
  - a. GGBFS used as a partial replacement for Portland cement shall meet the requirements of AASHTO M 302/ASTM C989, Grade 100 or 120.
  - b. GGBFS may be used to replace a maximum of 30% of the required Portland cement for mixes without permeability requirements.
  - c. For mixes with permeability requirements, the maximum of 30% may be exceeded.
  - d. The use of GGBFS if ambient temperatures anticipated during the placement and initial curing of the concrete are low.
  - e. The GGBFS shall be substituted on a weight basis, with a minimum of 1 lb. of slag for 1 lb. of Portland cement.
  - f. Different sources of GGBFS shall not be permitted.

- F. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.

2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

## 2.4 VAPOR RETARDERS

- A. Plastic Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- B. Plastic Vapor Retarder: ASTM E 1745, Class B. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- C. Plastic Vapor Retarder: ASTM E 1745, Class C, or polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.

## 2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, non-dissipating [certified by curing compound manufacturer to not interfere with bonding of floor covering].
- G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

## 2.6 RELATED MATERIALS

- A. Diamond shaped load plate: 1/4" and 3/8" saw cut from hot rolled steel plate meeting ASTM A 36. 3/4" saw cut from cold rolled steel plate for acceptable tolerances meeting ASTM 108-03 grade 1018.
- B. Pocket former: High density plastic with internal collapsible fins and spacer that hold diamond shaped load plate in correct position and creates a void to its vertical faces. This void, in addition to its tapered shape, shall allow for differential movement and shall prevent horizontal stress accumulation at joint, thus reducing likelihood of random cracking.
- C. Refer to ACI 302.1R-04 for selection of plate size and spacing.
- D. Dimensions and spacing of plates:
  - 1. 5" to 6" slab thickness: 1/4" by 4-1/2" by 4-1/2" at 18" on center
  - 2. 7" to 8" slab thickness: 3/8" by 4-1/2" by 4-1/2" at 18" on center
  - 3. 9" to 11" slab thickness: 3/4" by 4-1/2" by 4-1/2" at 20" on center
- E. Expansion joint material: non-extruding and resilient non-bituminous types of preformed expansion joint fillers meeting AASHTO-M153
- F. Expansion joint filler: Polyurethane sealant meeting ASTM C-920, Sikaflex Self-Leveling or equivalent.
- G. Base materials:
  - 1. Processed Aggregate Base per ConnDOT 818 M.05.01
- H. Detectable warning strips
  - 1. The Detectable Warning Strip shall be a prefabricated detectable warning surface tile for the application designated as manufactured from Engineered Plastics Inc. 300 International Drive, Suite 100 Williamsville, NY 14221, telephone number (800) 682-2525 or the approved equivalent from ADA Fabricators, Inc. P.O. Box 179 North Billerica, MA 01862 telephone number (978) 262-9900.
  - 2. The tile shall conform to the dimensions shown on the plans and have a brick red homogeneous color throughout in compliance with Federal Standard 595A Color #22144 or approved equivalent.

## 2.7 CONCRETE MIXTURES

- A. Air-Entraining Admixture shall conform AASHTO-M154.

## 2.8 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."



2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116 and furnish batch ticket information.
  - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

2.10 SEALER

- A. Provide a ready-to-use water-based, VOC compliant silane/siloxane water repellent and “chloride screen” for the protection of concrete and masonry surfaces such as Proscio Saltguard WB.
  - 1. White, odorless liquid
  - 2. Less than 25 grams per Liter Low Solids Coating. Complies with all known national, state and district AIM VOC regulations.
- B. Performance requirements:
  - 1. NCHRP 244 Series II Reduction in Chloride Ion Absorption
    - a. 90 percent
  - 2. NCHRP 244 Series IV Reduction in Chloride Ion Absorption after weathering
    - a. 85 percent
  - 3. ASTM E 96 Water Vapor Transmission
    - a. 90% retained
  - 4. ASTM C 140 Water Absorption Immersion
    - a. 90% broom-finished concrete
  - 5. ASTM E 514 Wind-Driven Rain Penetration (percent reduction of control)
    - a. 90 %
  - 6. ASTM C 672 Scaling Resistance Exposure to De-Icing Chemicals and Freeze/Thaw Cycles
    - a. no mass loss; no scaling.
  - 7. ASTM G 154 Accelerated Weathering Resistance
    - a. no peeling, yellowing or blistering on precast concrete after 2500 hours.
  - 8. Resistance to Sunlight
    - a. Excellent
  - 9. Resistance to Alkalinity
    - a. Excellent

2.11 FINISHES

- A. Unless otherwise noted, all walkable exterior floors, slabs, and walks shall be a stiff broom finish perpendicular to the direction of travel and pulled over tooled edges. No “picture frame” is to be created.
- B. Unless otherwise noted, all curb shall be consolidated without pitting or void space and finished with a trowel on visible surface, and 1” radius tooled eased edge.
- C. All concrete exposed corners and edges tooling:
  - 1. Shall be 1/4" radius tooled eased edge except as noted above in item 2:
  - 2. Shall be 2" radius tooled eased edge within play areas or multi-purpose fields.
- D. Courts shall have the concrete finished per the surfacing manufacturers recommendations.

2.12 FINISHES AT JOINTS

- A. Unless otherwise noted, all walkable exterior floors, slabs, and walks shall be sawcut score joints.
- B. At expansion joints the concrete surface at the joint edge shall be a 1/4" tooled edge

**PART 3 - EXECUTION**

3.1 SUBGRADE

- A. The subgrade for the sidewalks and driveways shall be shaped parallel to the proposed surface of the sidewalks and driveways and thoroughly compacted. All depressions in the subgrade shall be filled with suitable material and again compacted until the surface is smooth and hard. Prior to the placement of the subbase, the Contractor shall inspect the prepared subgrade to ensure that it is in conformance with the required grade.

3.2 AGGREGATE BASE

- A. An aggregate subbase shall be placed upon subgrade. After being compacted thoroughly, the subbase shall be to thickness detailed and parallel to the proposed surface of the sidewalk. Prior to the placement of the cement concrete, the Contractor shall inspect the prepared subbase material to ensure that it is in conformance with the required grade and cross-section. Subbase material that is not in accordance with the plans or specifications shall be reworked or replaced per the Earth Work or Earth Moving Specification before the start of cement concrete placement. When placing cement concrete, the compacted subbase shall not be frozen or have standing water.

### 3.3 FORMWORK

- A. Side forms and transverse forms shall be smooth, free from warp, of sufficient strength to resist springing out of shape.
- B. Forms shall be full depth to conform to the thickness of the proposed pour and of a type satisfactory to the Engineer.
- C. All mortar or dirt shall be completely removed from forms that have been previously used. The forms shall be well staked and thoroughly graded and set to the established lines with their upper edge conforming to the grade of the finished sidewalk or wheelchair ramp which shall have sufficient pitch to the roadside edge to provide for surface drainage.
- D. All wheelchair ramp joints and transition sections which define grade changes shall be formed staked and checked for dimension, grade and slope conformance prior to placing cement concrete.
- E. All forms shall be oiled before placing concrete.
- F. Design, erect, shore, brace, and maintain formwork according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- G. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- H. Chamfer exterior corners and edges of permanently exposed concrete.

### 3.4 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

### 3.5 VAPOR RETARDERS

- A. Plastic Vapor Retarders: Place, protect, and repair vapor retarders according to ASTM E 1643 and manufacturer's written instructions.
  - 1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

### 3.6 STEEL REINFORCEMENT

- A. Welded wire fabric shall be sat on chairs
- B. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

- C. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

### 3.7 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

### 3.8 CONCRETE PLACEMENT

- A. Preformed expansion joint filler shall be placed adjacent to or around existing structures.
- B. Detectable warning panels shall be butt tight to each forming a contiguous uninterrupted strip of warning at the locations shown on the plans or details and installed per manufacturers recommendations, cast-in-place.
- C. On the foundation as specified above, the concrete shall be placed in such quantity that after being thoroughly consolidated in place it shall be the depth specified on the details. No finishing operation shall be performed while free water is present. Finishing operations shall be delayed until all bleed water and water sheen has left the surface and the concrete has started to stiffen. After water sheen has disappeared, edging operations, where required, shall be completed. After edging and joining operations, the surface shall be floated. Immediately following floating, the surface shall be steel-troweled. If tooled joints are specified, the edges shall be rerun before and after troweling to maintain uniformity. After troweling, the surface shall be brushed by drawing a soft-bristled push broom with a long handle over the surface of the concrete to produce a nonslip surface.
- D. In conveying the concrete from the place of mixing to the place of deposit, the operation shall be conducted in such a manner that no mortar will be lost, and the concrete shall be so handled

that the concrete will be of uniform composition throughout, showing neither excess nor lack of mortar in any one place.

- E. The surface of all concrete sidewalks shall be as scored per the plans and details, or into 6'x6' (36sqft) panels and from all corners or angle points to control cracking.
- F. The application of neat cement to surfaces in order to hasten hardening is prohibited.
- G. The finishing of concrete surface shall be done by experienced and competent cement finishers.
- H. Cold-Weather Placement: Comply with ACI 306.1.
- I. Hot-Weather Placement: Comply with ACI 301.

### 3.9 DETECTABLE WARNING STRIPS

- A. The Detectable Warning Strip for new construction shall be set directly in poured concrete according to the plans and the manufacturer's specifications or as directed by the Engineer. The contractor shall place two 25-pound concrete blocks or sandbags on each tile to prevent the tile from floating after installation in wet concrete.
- B. The Detectable Warning Strip for retrofit construction shall be installed according to the plans and all manufacturers' requirements for environmental conditions, site preparations, installation procedures, curing procedures, and materials compatibility.
- C. The Contractor is responsible for removing any material spatters or debris and repairing any damage to the existing sidewalk arising from the installation of the tile.

### 3.10 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces exposed to public view. Retain rubbed finish in first paragraph below with smooth-formed finish above.
- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

### 3.11 FINISHING FLOORS, SLABS, AND WALKS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

- B. Unless otherwise noted, all walkable exterior floors, slabs, and walks shall be a stiff broom finish perpendicular to the direction of travel and pulled over tooled edges. No “picture frame” is to be created.
- C. All concrete exposed corners and edges tooling:
  - 1. Shall be 1/4" radius edge except as noted above in item 2:
  - 2. Shall be 2" radius edge within play areas or multi-purpose fields.
- D. Stiff Broom Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce finished profile amplitude of 1/4 inch (6 mm) in 1 direction.
- E. Float Finish if identified on plans or details: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
- F. Trowel Finish if identified on plans or details: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

### 3.12 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
    - a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer. Curing and sealing compound in subparagraph below is usually for floors and slabs and may act as a permanent surface finish.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

**3.13 CONCRETE SURFACE REPAIRS**

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

**3.14 SEALING**

- A. Before applying, read "Preparation" and "Safety Information" sections in the Manufacturer's Product Data Sheet. Refer to the Product Data Sheet for additional information about application. Do not dilute or alter unless required by Manufacturers Instructions. Mix well before application.
- B. Apply Saltguard® WB in a single saturating application. Use enough to keep the surface wet for 2 to 3 minutes before penetrating. Do not over apply.
- C. Broom out all puddles thoroughly until they penetrate the surface. Wipe up all excess material.
- D. Apply a single coat. Use enough to completely wet the surface without creating drips, puddles or rundown. Do not over apply. Test for application rate.
- E. Protect from irrigation, liquid spills, and rain events for a minimum of 6 hours following treatment. Treated surfaces will be ready for pedestrian and vehicle traffic in 24 hours. Water repellency of treated surfaces will increase for up to 14 days after application.

**END OF SECTION 32 30 16**



**SECTION 32 31 19**  
**ORNAMENTAL STEEL FENCE AND GATES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Provide all equipment, materials, and appurtenances necessary for installation of the following:
  - 1. Welded ornamental steel fence, gates, hinges, and latches.

**1.2 RELATED SECTIONS:**

- 1. 31 20 00 – Earth Moving
- 2. 32 30 16 – Cast-In-Place Concrete

**1.3 REFERENCES**

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- C. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2015.
- D. ASTM D523 - Standard Test Method for Specular Gloss; 2014 (Reapproved 2018).
- E. ASTM D714 - Standard Test Method for Evaluating Degree of Blistering of Paints; 2002 (Reapproved 2017).
- F. ASTM D822/D822M - Standard Practice for Filtered Open-Flame Carbon-Arc Exposures of Paint and Related Coatings; 2013 (Reapproved 2018).
- G. ASTM D1654 - Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments; 2008, with Editorial Revision (2017).
- H. ASTM D2244 - Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates; 2016.
- I. ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact); 1993 (Reapproved 2019).
- J. ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
- K. ASTM D3359 - Standard Test Method for Rating Adhesion by Tape Test; 2017.

- L. ASTM F2049 - Standard Safety Performance Specification for Fence/ Barriers for Public, Commercial, and Multi-family Residential Use Outdoor Play Areas
- M. ASTM F2200 - Standard Specification for Automated Vehicular Gate Construction; 2017.
- N. ASTM F2408 - Standard Specification for Ornamental Fences Employing Galvanized Steel Tubular Pickets; 2016.

#### 1.4 SUBMITTALS

- A. Product Data: Submit catalog cuts and manufacturer's detail specifications for all materials and equipment to be incorporated into the work including the following:
  - 1. Shop Drawings:
    - a. Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, gates, and schedule of components.
    - b. Foundation details, concrete design mix and reinforcing schedule for anti-ram barrier system.
  - 2. Fence including posts, rails, gates, hinges, latches, and fittings.

#### 1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for ornamental fence as shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

#### 1.6 WARRANTY

- A. Warranty Period: Ornamental fence supplied with minimum twenty (20) year factory warranty.
- B. Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufactures warranty shall be guaranteed for five (5) years from date of original purchase.

### PART 2 - PRODUCTS

#### 2.1 MATERIAL-ORNAMENTAL STEEL FENCE

- A. Basis of design: Ameristar ASSA ABLOY (888) 333-3422, Model Montage Industrial, 3-Rail Majestic Style, 4' height, color black.
- B. Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft<sup>2</sup> (184 g/m<sup>2</sup>), Coating Designation G-60.

- C. Material for pickets shall be 1” square x 16 Ga. tubing. The rails shall be steel channel, 1-3/4” square x 12 Gauge. Picket holes in the rail shall be spaced 3-15/16” o.c. Fence posts shall be steel 3”x3”x 12 Ga.

## **2.2 MATERIAL – CONCRETE**

- A. Cement concrete foundations for posts shall be as detailed

## **2.3 FABRICATION**

- A. The manufactured panels and posts shall be subjected to an inline electrode position coating (E-Coat) process consisting of a multi-stage pretreatment/wash (with zinc phosphate), followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be Black. The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic of ASTM F2408.
- B. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Commercial weight fences under ASTM F2408.

# **PART 3 - EXECUTION**

## **3.1 PREPARATION**

- A. All new installation shall be laid out by the contractor in accordance with the construction plans.

## **3.2 INSTALLATION**

- A. Fence post shall be spaced 8’. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footings having a minimum depth of 36”.

## **3.3 FENCE INSTALLATION**

- A. When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray.

## **3.4 GATE INSTALLATION**

- A. Space gate posts according to the manufacturers' drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected.

- B. Base type and quantity of gate hinges on the application; weight, height, and number of gate cycles.
- C. Identify the necessary hardware required for the application on the manufacturer's gate drawings.
- D. Provide gate hardware by the manufacturer of the gate and install in compliance with manufacturer's recommendations.

**3.5 CLEANING**

- A. The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

**END OF SECTION 32 31 19**

**SECTION 32 92 00  
TOPSOIL AND SEEDING**

**PART 1 - GENERAL**

**1.1 SUMMARY**

**A. Section Includes:**

1. Topsoil
2. Seeding

**1.2 RELATED SECTIONS**

**A. Section 31 20 00 – Earth Moving**

**1.3 DEFINITIONS**

- A. Substantial Completion: The establishment time until a date when a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches and 3” height.
- B. Maintenance Period: The date when substantial completion is met for a period of time outlined in the this specification.
- C. Finish Grade: Elevation of finished graded topsoil except that sod needs to account for the sod thickness so that seed and sod are established in a flush condition.
- D. Topsoil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- E. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath topsoil.
- F. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

**1.4 SUBMITTALS AND TESTING**

- A. All testing and submittals are at the contractor's expense
- B. Testing is required by a qualified soil-testing laboratory such as the UMASS Agricultural Extension Service, University of Connecticut, Department of Plant Science, Soil Nutrient Analysis Laboratory, or equivalent.

- C. Product data sheets , specifications, performance data, physical properties for the following:
- D. Amended Topsoil
  - 1. Dry samples:
    - a. Existing soil – 1 gallon sample of the topsoil after amendments
    - b. Proposed soil – 1 gallon sample
  - 2. Tests (all soils) conforming to specification requirements
  - 3. Particle size - Particle size analysis of the topsoil will be determined by ASTM F 1632, Particle Size Analysis conducted by a laboratory accredited by the American Association of Laboratory Accreditation. Test must be recent and approved prior to delivery of material to the site.
    - a. Organic matter content – ASTM D2874 “Test Methods for Moisture, Ash and Organic Matter of Peat and Other Organic Soils”.
    - b. Nutrient analysis - Soil pH and nutrient analysis using the modified Morgan soil test extractant for soil available P, K, Ca and Mg.
    - c. Soluble salt content measuring EC with a conductivity meter in a soil-water extract using a soil to solution ratio of 1:4.3.4.
- E. Seed
  - 1. Seed mix
  - 2. Certification of grass seed showing compliance with state and federal seed laws.
- F. Fertilizer: MSDS and product data
- G. Seeding Schedule: Indicating anticipated planting dates for each.

#### 1.5 QUALITY ASSURANCE

- A. The Owner reserves the right to require testing and reject for cause any material not meeting material specifications by tests in accordance with methods adopted by the Associate of Official Agricultural Chemists. Costs for these tests shall be borne by the Contractor.
- B. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when seeding is in progress.
- C. Topsoil Analysis: Report suitability of topsoil for lawn growth. State the recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.
- D. Products and acceptability of the stand of grass shall be established by the Landscape Architect or an approved representative in writing, following the completion of all maintenance work requirements as specified herein, and following the correction of all punch list deficiencies by the Contractor
- E. Analysis and standards - Package standard products with manufacturer certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.

1.6 TOLERANCES FOR GRADES

- A. General: The Drawings indicate finished elevations. The grading to be performed consists of establishing finished grade elevations as shown on the Drawings.
- B. Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.
- C. Shall be free from irregular surface changes, loose, friable, per Article 3.0 Execution and as follows:
  - 1. Topsoil shall be 6" depth minimum. Pay limit for topsoil is 6" depth. Topsoil placed at greater depths is at no additional cost to the contract.
  - 2. Topsoil shall be within the construction document grades as follows:
    - a. Lawn areas
      - 1) Equal to or 0.5% steeper than the grades shown
      - 2) Without depressions or high spots creating unintended undulations trapping water from reaching drainage structures or natural drainage conveyances. Depressions can be rectified in the topsoil layer up to 9" total topsoil depth. Topsoil in excess of 8" is at the contractors cost.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in new, sealed, containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging. Seed in damaged packaging is not acceptable.
- B. Deliver fertilizer in sealed waterproof bags showing weight, chemical analysis and name of manufacturer.

1.8 SEQUENCING AND SCHEDULING

- A. Coordinate the work of this Section with the respective trades responsible for installing interfacing work to ensure that the work performed is scheduled to minimize damage to lawn areas.

1.9 MAINTENANCE SERVICE

- A. Irrigation: Provide temporary irrigation when no permanent irrigation is part of the project until final acceptance.
  - 1. Contractor is responsible for the irrigation, labor, materials, oversight all-inclusive until the final acceptance of the lawn.
- B. Initial Lawn Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as specified in 3.5.



- C. Maintenance through establishment is required, however it is not the maintenance period as defined in this article.
- D. Maintenance duration owned by the contractor is as follows:
  - 1. When substantial completion is met March through August, the maintenance period shall be 30 days.
  - 2. When substantial completion is met in or after September, the maintenance period shall extend into the next growing season. The maintenance period of 30 days begins in that next growing season when the grass reaches a 3” height.
- E. When maintenance extends into the next growing season, the contractor shall test the soil and amend soil. Contractor shall overseed in the spring of that next season.

**1.10 SPECIAL PRODUCT WARRANTY**

- A. Warranty lawns until final acceptance.

**PART 2 - PRODUCTS**

**2.1 TOPSOIL**

- A. Particle size - Particle size analysis of the topsoil will be determined by ASTM F 1632, Particle Size Analysis conducted by a laboratory accredited by the American Association of Laboratory Accreditation. Test must be recent and approved prior to delivery of material to the site and meet the following:

<b>Sieve Size</b>	<b>Percent Passing</b>
No. 10	85-100
No. 40	35-85
No. 200	10-35
<20µm	<5
No stones over 3/4 inch in diameter	

- B. Organic matter content - 7% at time of placement and 5% min at substantial completion of the grass.
- C. Nutrients – as recommended by the 3<sup>rd</sup> party agricultural extension.
- D. Soluble salt content measuring EC with a conductivity meter in a soil-water extract using a soil to solution ratio of 1:4.3.4.
- E. Shall be free of clods, vegetative matter such as sod and wood, contaminants that affect plant growth, foreign material (concrete, glass, etc.) and environmental contaminants that include volatile organic compounds, total petroleum hydrocarbons, metal elements and pesticides.

- F. Shall have a soil pH range of 6.4-7.0
- G. Available phosphorus of greater than 5 lbs. per acre as determined by the modified Morgan extractant. If the soil pH and soil available phosphorus is below 6.4 and 5 .lbs. per acre respectively, then agricultural limestone and fertilizer phosphorus are to be added to the topsoil to achieve the minimum above before reuse or delivery to the site.
- H. The original source of the topsoil borrow shall be from an A or Ap horizon of a naturally occurring soil and not compounded by intentional mixing of component soils.

## 2.2 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Each species shall be a top 10 performer on the National Turf Evaluation Program (NTEP.org)
- C. Species mix: State-certified seed of grass species, as follows:
  - 1. Perennial Rye Grass: 40% by weight.
  - 2. Tall Fescue: 60% by weight.

## 2.3 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum of 80 percent calcium carbonate equivalent and as follows:
  - 1. Retain one of two subparagraphs below. Class T is more finely ground and quicker acting but dustier than Class O.
  - 2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.

## 2.4 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 decisiemens/m.
- B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.
- C. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.5 FERTILIZER

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 10 percent phosphoric acid.
- B. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
  - 1. Composition: 293 lbs. per acre of 15-15-15.
- C. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
  - 1. Composition: 142 lbs. per acre of 20-10-10.

2.6 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Sphagnum Peat Mulch: Partially decomposed sphagnum peat moss, finely divided or of granular texture, and with a pH range of 3.4 to 4.8.

2.7 PESTICIDES

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

2.8 IRRIGATION

- A. Provide temporary irrigation until final acceptance of the lawn.

**PART 3 - EXECUTION**

3.1 SOIL PREPARATION

- A. Loosen subsoil with a reverse tine tiller or equivalent mechanical tiller inch minimum depth followed with a clutipacker.
- B. Prepare subgrade to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes in level areas.
- C. Screen topsoil to remove stones  $\frac{3}{4}$  inch and larger.

- D. Remove foreign materials, debris, weeds, undesirable plants, roots, branches, stones in excess of 1/2 inch in size. Remove subsoil contaminated with petroleum products, or other materials, which would inhibit healthy plant growth.
- E. In areas where equipment is used for hauling and spreading topsoil and has compacted subsoil, the soil is to be loosened and approved by the owner or their representative.
- F. Amend topsoil by mixing on-site in stockpile areas prior to placing topsoil and verify prior to placement topsoil meets requirements.

### 3.2 PLACING AND TREATING TOPSOIL

- A. Equipment must be tracked or low-pressure turf equipment for spreading topsoil or work conducted after placement of topsoil.
- B. Topsoil is to be placed without compaction, unless otherwise directed. Fine grading operations smooth and compact the topsoil adequately.
- C. 6" depth tilling of the topsoil required to uncompact topsoil due to compaction will be at no additional cost to the project.
- D. Amend topsoil and mix topsoil on-site while construction is taking place.
- E. Provide report and sample of amended topsoil
- F. Place both stockpiled topsoil and or borrow during dry weather; place to a minimum uncompacted depth of 6 inches on dry unfrozen subgrade.
- G. Fine grade topsoil, making changes in grade gradual, eliminating rough or low areas. Blend slopes into level areas. Manually spread topsoil close to trees, plants, and building to prevent damage. Fill depressions to ensure positive drainage.
- H. Remove roots, weeds, rocks and foreign material while spreading.
- I. If the soil must be amended after stock pile mixing, apply additional fertilizer in accordance with manufacturer's instructions, or testing agency recommendations, within 10 days of seeding with low compaction equipment.
- J. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- K. Lightly water to aid the dissipation of fertilizer.
- L. After incorporation of fertilizer and limestone into the soil, fine grade seed bed to remove all ridges and depressions, and the surface cleared of all stones 3/4 inch or more in diameter and all other debris.

### 3.3 IRRIGATION

- A. Temporary irrigation shall be approved and operational within 24hrs of seeding.

- B. When permanent irrigation is included, it shall be furnished, installed, and operational per the plans and specifications prior to seeding.

### 3.4 SEEDING

- A. Apply seed as recommended by the seed supplier at each seeding. The contractor shall seed the lawn twice, in two separate applications.
  - 1. The first application will use a slit seeder
    - a. Hydroseeding over the slit seeding is acceptable on the first application
  - 2. The overseeding will be a slit seeder and perpendicular to the first application at a timing to be determined during the establishment period
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Do not sow immediately following rain or snow, when ground is too dry, or during windy periods.
- D. Ensure the seed has 1/8" to 1/4" inch depth of soil with seed.
- E. Immediately following seeding apply approved straw mulch to a thickness of 1/8 inch, keeping clear of and trees.
- F. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

### 3.5 LAWN MAINTENANCE

- A. The Contractor is responsible for all mowing during establishment and Maintenance Period.
- B. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Grade, and replant bare or eroded areas and mulch to produce a uniformly smooth lawn. Provide materials and installation the same as those used in the original installation.
- C. Mow lawn as soon as top growth is tall enough to cut (3 inches). Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings.

### 3.6 SATISFACTORY LAWNS

- A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

**3.7 INSPECTION AND ACCEPTANCE**

- A. When landscape work is completed, including maintenance, Landscape Architect will, upon request, make an inspection to determine acceptability.
- B. Final acceptance of seeded lawns is based on an established turf thickly uniform and well developed over 95% of the bed and ready for the Owner to use and occupy. The Contractor is responsible for all mowing until final acceptance.

**END OF SECTION 32 92 00**

**SECTION 33 40 00**  
**STORM DRAINAGE UTILITIES**

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## **PART 1 - GENERAL**

### **1.1 RELATED SECTIONS**

- A. Section 01 10 00 – Summary
- B. Section 31 20 00 – Earth Moving
- C. Section 32 18 16.14 – Tiled Playground Dynamic Stone Base
- D. Section 32 30 16 – Cast-In-Place Concrete

### **1.2 SUBMITTALS**

- A. Product data for drainage pipe, trench drain, gasket material, and any of the miscellaneous drainage items.
- B. Shop drawings for concrete storm drainage manholes, catch basins, and area drains, including frames, covers, grates, outlet control structure, and water quality unit.
- C. Provide certifications stating that the materials used to comprise the system comply with the requirements.
- D. Provide bagged samples of the stone to the Engineer.
- E. Provide laboratory test results for sieve analysis, resistance to abrasion, and soundness for all stone materials.
- F. Record Drawings: Submit as-builts of the subgrade prior to installation of the stone beneath playground surfaces. The record drawing of the subgrade must be accepted by the engineer/landscape architect prior to work in section being considered complete.
- G. Record Drawings: Submit as-builts of the dynamic stone prior to installation of the synthetic turf system. The record drawing of the dynamic stone must be accepted by the synthetic turf vendor/installer prior to work in section being considered complete.

### **1.3 DEFINITIONS**

- A. Bedding: Fill placed under, beside and directly over pipe, prior to subsequent backfill operations.

### **1.4 REFERENCE STANDARDS**

- A. Comply with applicable requirements of the following standards. Should the standards conflict with other specified requirements, the most restrictive requirement shall govern.
- B. Occupational Safety and Health Administration (OSHA)

- C. AASHTO M 252 - Standard Specification for Corrugated Polyethylene Drainage Pipe 2009 (Reapproved 2017).
- D. AASHTO M 294 - Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-MM (12- to 60-in.) Diameter 2017.
- E. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe 2018a.
- F. ASTM C76M - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (Metric) 2018a.
- G. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets 2012 (Reapproved 2017).
- H. ASTM C443M - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets (Metric) 2011 (Reapproved 2017).
- I. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications 2014.
- J. ASTM D3350 - Standard Specification for Polyethylene Plastics Pipe and Fittings Material 2014.
- K. ASTM F 405 Corrugated Polyethylene (PE) Tubing and Fittings
- L. ASTM F 449 Subsurface Installation of Corrugated Thermoplastic Tubing for Agricultural Drainage or Water Table Control
- M. ASTM F 667 8-, 10-, 12-, and 15-inch Corrugated Polyethylene Tubing and Fittings

## **PART 2 - PRODUCTS**

### **2.1 CONCRETE PIPE**

- A. Reinforced, ASTM C76 (ASTM C76M), Class III and V with Wall type A and C; mesh reinforcement; inside nominal diameter as indicated on the drawings, bell and spigot end joints.
- B. Reinforced Concrete Pipe Joint Device: ASTM C443 (ASTM C443M) rubber compression gasket joint.

### **2.2 PLASTIC PIPE**

- A. ASTM D3350, High Density Polyethylene (HDPE) corrugated wall pipe with integrally formed smooth liner; inside nominal diameter as indicated on drawings, meeting the requirements of AASHTO M 252, Type S, for diameters between 3 inches and 10 inches and AASHTO M 294, Type S, for diameters between 12 inches and 60 inches, soil-tight, bell and spigot joints with

rubber gaskets, with pipe and fittings manufactured from virgin PE compounds with cell classification 3254420C.

## 2.3 PIPE ACCESSORIES

- A. Pipe Joints: Mechanical clamp ring type, stainless steel expanding and contracting sleeve, neoprene ribbed gasket for positive seal.
- B. Fittings: Same material as pipe molded or formed to suit pipe size and end design, in required tee, bends, elbows, cleanouts, reducers, traps and other configurations required.
- C. Filter Fabric: Provide AASHTO M288 Class 2 Non-biodegradable, non-woven.
- D. Detectable Tape: Brightly colored marking tape imprinted with large letters.

## 2.4 CATCH BASIN, CLEANOUT, AND AREA DRAIN COMPONENTS

- A. Lids and Drain Covers: Cast iron, hinged to cast iron frame.
  - 1. Catch Basin: in accordance with ConnDOT Drainage Manual
    - a. Type "C"
    - b. Type "CL"
  - 2. Cleanout:
    - a. Manufactured by ADS or approved equal
  - 3. Area Drain:
    - a. Drain basin as manufactured by ADS or approved equal
    - b. Inline drain as manufactured by ADS or approved equal
  - 4. Manholes and Catch Basins: Shall conform to CT DOT Form 818 Section 5.07 and Town of Colchester requirements.
  - 5. Manholes Frames and Covers: Shall conform to ASTM A 48-83, Class 30, heavy-duty, gray iron, 24-inch diameter by 7- to 9-inch riser with 4-inch-minimum-width flange, and 26-inch diameter cover indented top design, with lettering "STORM SEWER" or "SANITARY SEWER" cast into cover except where perforated covers are required.

## 2.5 UNDERDRAIN AND COLLECTOR PIPE:

- A. All specific pipe sizes are noted on the Contract Drawings.
- B. 4" through 10" solid wall and perforated drain pipe shall be smooth interior wall conforming to AASHTO M 252, Hi-Q, as manufactured by Hancor, Inc., Findlay, Ohio or an approved equal.

- C. 12" through 36" solid wall and perforated drain pipe shall be smooth interior wall conforming to AASHTO M 294 Type S, Hi-Q, as manufactured by Hancor, Inc., Findlay, Ohio or an approved equal.
- D. Fittings and couplers shall be split couplings or snap couplings manufactured by the same manufacturer as the corrugated polyethylene pipe.
- E. Approved Equal – ADS N-12 as manufactured by Advanced Drainage Systems.

## 2.6 COMPOSITE FLAT DRAIN

- A. shall be made of a high-density polyethylene. The core shall be constructed of polyethylene to provide flow channels and structural integrity of the drain. The geotextile shall function only as a filter. The core of the drain shall conform to the following physical property requirements:

Thickness	ASTM D-1777	1.0 to 1.5 inches
Flow Rate*	ASTM D-4716	20 gpm/ft.
Compressive Strength	ASTM D-1621 (modified sand method)	6000 psf

\*At gradient = 0.1, pressure = 10 psi for 100 hours

- B. The fittings used with the collection system shall be of a "snap together" design. In no case shall any product be joined without the use of the Manufacturer's connector designed specifically for the purpose.

## 2.7 TRENCH DRAIN SYSTEM

- A. Drain – System KS100 KlassicDrain or Equivalent Polymer Concrete Drain System, as manufactured by ACO, Mentor, OH, 800-534-4764 or approved equal
  - 1. System of one-meter long channels of polymer concrete and drop drainage basins.
- B. Concrete Setting Bed – 4400 PSI Concrete PC04660
- C. Stone base - Shall be per 31 20 00 Earth Moving – PROCESSED AGGREGATE BASE
- D. In-Line Basins – Shall be as detail and connected to flat drains with an oval to circular adapter.

## 2.8 COMPOSITE FLAT DRAIN STONE

- A. Shall be per 31 20 00 Earth Moving – PROCESSED AGGREGATE BASE

## 2.9 UNDERDRAIN STONE

- A. Shall be per 31 20 00 Earth Moving – BROKEN STONE FOR UNDERDRAINS

### **PART 3 - EXECUTION**

#### **3.1 TRENCHING**

- A. See Section 31 20 00 - Earth Moving for additional requirements.
- B. Backfill around sides and to top of pipe with cover fill, tamp in place and compact, then complete backfilling.

#### **3.2 INSTALLATION - PIPE**

- A. Install pipe, fittings, and accessories in accordance with manufacturer's instructions. Seal watertight.
  - 1. Plastic Pipe: Also comply with ASTM D2321.
- B. Lay pipe to slope gradients noted on utility drawings; with maximum variation from true slope of 1/8 inch in 10 feet.
- C. Connect to building storm drainage system, foundation drainage system, and utility/municipal sewer system.
- D. Install continuous trace wire 6 inches above top of pipe; coordinate with Section 31 23 16.13.

#### **3.3 INSTALLATION - CATCH BASINS**

- A. Form bottom of excavation clean and smooth to correct elevation.
- B. Form and place cast-in-place concrete base pad, with provision for storm sewer pipe end sections.
- C. Establish elevations and pipe inverts for inlets and outlets as indicated.
- D. Mount lid and frame level in grout, secured to top cone section to elevation indicated.

#### **3.4 MANHOLES**

- A. Install manholes complete with accessories, as indicated. Form continuous concrete or split pipe section channel and benches between inlets and outlet. Set tops of frames and covers flush with finish surfaces where manholes occur in pavements. Elsewhere, set tops 3 inches above finish surface, unless otherwise indicated on the Contract Drawings.
- B. Place precast concrete manhole sections as indicated and install in accordance with ASTM C 891.
- C. Provide rubber joint gasket complying with ASTM C 443 at joints of sections.

3.5 UNDERDRAIN AND COLLECTOR PIPE

- A. Underdrains shall be laid in a trench refilled with the specified material. They shall be of the dimensions and details as indicated on the plans and details.
- B. Outlets for underdrains shall consist of pipe laid in a trench and refilled with earth. The size and type of outlet pipe shall be the same as that of the underdrain to which it is connected, except that it shall not be pervious to water.
- C. Where the bottom of the trench is unstable or in rock, the trench shall be excavated 6 inches deeper and an additional 6 inches layer of granular fill or aggregate similar to that used to fill the trench shall be placed and compacted in the trench.
- D. Where the perforations are to be at the bottom of the pipe, the aggregate for filling the trench shall then be placed to a depth of 3 inches and tamped true to grade. The pipe shall be placed and firmly bedded on the aggregate. This aggregate shall be placed whether the pipe is encased with geotextile or not.
- E. When the pipe used has a bell, the pipe shall be installed with the bell end upgrade with the spigot end entered fully into the adjacent bell.
- F. The pipe shall be carefully butted together and held by bands or other approved means to prevent any displacement of the joint.
- G. After the pipe has been installed as described above, the aggregate shall be placed carefully around and over the pipe to a height of 12 inches above the top of the pipe. The remainder of the trench shall be filled with aggregate and tamped in layers as shown on the plans. When the underdrain pipe is used with the holes in an upward position, and in all cases where sand is used instead of the aggregate described hereinbefore, a protective 3-inch minimum layer of 3/8-inch aggregate shall be placed over the pipe and around all of the holes. Geotextile may be substituted for the 3-inch layer of aggregate. When geotextile is used, the entire length of each drainpipe shall be wrapped with the fabric and the seams lapped and welded or bonded. Where the seams of the geotextile are not welded or bonded, they shall be lapped to a minimum width equal to the diameter of the pipe for 6-inch pipe and larger and a minimum of 6 inches for smaller pipe.
- H. In all cases where subbase material or gravel is to be placed over the underdrains, a layer of at least 6 inches of subbase material or gravel shall be placed over the underdrain immediately after its completion unless shown otherwise on the details.
- I. For outlets, the trench shall be excavated, and the pipe installed in accordance with the requirements of utility trenches per this specification.
- J. Where shown on the plans and details or directed by the Engineer, the Contractor shall connect underdrains or outlets to existing or proposed drainage systems or structures.
- K. This work shall be performed in a workmanlike manner satisfactory to the Engineer by installation of tees or wyes branches or by providing a hole in the main line underdrain.
- L. Where the upgrade end of the underdrain does not enter a structure, it shall be capped or plugged as

- M. Excavation for installation of pipes shall be in trenches to the lines, grades and widths as per the Contract Drawings and in accordance with Safety and Health Regulations (OSHA).
- N. After installation of pipe, inspect to determine whether line displacement or other damage has occurred.
- O. Make inspections after lines have been installed prior to backfilling and during the backfilling process and again at the completion of backfilling. Backfill material shall conform to the material as specified on the contract drawings.
- P. If inspection indicates poor alignment, debris, displaced pipe, infiltration or other defects, take whatever steps are necessary to correct such defects.

**3.6 GEOTEXTILE**

- A. The geotextile fabric shall be installed as per Manufacturer's recommendations on the entire surface of the finished subgrade.

**3.7 COMPOSITE FLAT DRAIN**

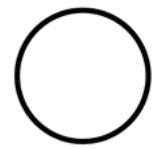
- A. The composite flat drain system shall be installed true to line and grade in accordance with the Manufacturer's recommendations and in conformance with the Contract Drawings.

**3.8 TRENCH DRAIN SYSTEM**

- A. The edge drain system shall be installed at the location indicated on the plans or as directed by the Engineer. The system shall be placed on a prepared concrete bed and shall be installed straight to line and grade and in accordance to the details shown on the plans and per recommendation of the manufacturer.
- B. The concrete backfilling shall be placed with care to prevent any movement of the drain system.
- C. The catch basins shall be installed at the locations and in accordance with the details shown on the plans and per recommendation of the manufacturer.

**END OF SECTION 33 40 00**





**Gardco SRA Straight Round Aluminum pole** consists of a single piece of extruded 6000 series aluminum providing excellent strength and integrity. The poles are finished with an electrostatically applied, thermally cured polyester powdercoat. All poles include base cover, hand hole, ground lug and top cap. Anchor bolts and templates are ordered as a separate accessory.

Project: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Cat.No: \_\_\_\_\_  
 Type: \_\_\_\_\_  
 Qty: \_\_\_\_\_  
 Notes: \_\_\_\_\_

### Ordering guide

example: SRA-CA-4-125-12-D3-DT5-BZ

Family	Base <sup>3</sup>	Pole Dia. (in.)	Wall Thickness (in.)	Height <sup>4</sup>	Drilling / Tenon Configuration <sup>1</sup>	Drilling Template <sup>2</sup>	Finish	Options <sup>3</sup>	
SRA									
SRA Straight Round Aluminum	CA Cast Aluminum Base (max 20' height)	4	125 0.125" 188 0.188"	10	Drilling		BK Black	FES <sup>5</sup> Festoon Outlet	
				12	D1 1 Way	DT1 Drill Template 1	BZ Bronze	VDA <sup>6</sup> Vibration Dampener	
				15	D1@180 1 Way @ 180	DT2 Drill Template 2	WH White	AHH <sup>5</sup> Additional Hand Hole	
				16	D2 2 Way @ 180	DT3 Drill Template 3	DG Dark Grey	DR <sup>5</sup> Duplex Recepticle	
				18	D2@90 2 Way @ 90	DT4 Drill Template 4	MG Medium Grey	GFI <sup>5</sup> DR with GFI (120V only)	
				20	D3 3 Way @ 90	DT5 Drill Template 5	GY3 Light Grey, Smooth	VPA Vandalproof Screws	
	HB Hinged Base (max 16', 0.125" only)	5	125 0.125" 188 0.188"	15	D3@120 3 Way @ 120	DT6 Drill Template 6	SSDGY SolarForm Dark Grey (RAL7011)  OC Optional Color Paint (ex: RAL7024)  SC <sup>5</sup> Special/Custom Color (Specify, must supply color chip)	CL1/2 <sup>5</sup> Coupling 1/2"	
				16	D4 4 Way	[DTX-xxx] <sup>7</sup> Custom Template (see drill template chart for details)		CL3/4 <sup>5</sup> Coupling 3/4"	
				Tenons				CL1 <sup>5</sup> Coupling 1"	
				T2D4L 2 3/4" OD x 4"	N No Template (for Tenon and Plain Top Options)	CL1-1/4 <sup>5</sup> Coupling 1-1/4"			
				T2D6L 2 3/4" OD x 6"		CL1-1/2 <sup>5</sup> Coupling 1-1/2"			
				T3D4L 3" OD x 4"		NL1/2 <sup>5</sup> Nipple 1/2"			
	T4D6L 4" OD x 6"			NL3/4 <sup>5</sup> Nipple 3/4"					
	No Drilling/Tenon			NL1 <sup>5</sup> Nipple 1"					
	P Plain Top			NL1-1/4 <sup>5</sup> Nipple 1-1/4"					
				NL1-1/2 <sup>5</sup> Nipple 1-1/2"					

1. See Drilling Configurations on Page 2.

2. See Luminaire Drilling Templates on Page 2.

3. Not all options available with all configurations. Consult factory for more details.

4. Pole heights can be cut to length. Specify as a whole number in ft. (ex. 11, 13) or to the inch as a decimal (ex. 15.33 = 15' 4")

5. Option must be specified by the customer before order release. FES, DR, GFI, AHH options typically must be placed 12" away from standard hand hole (20" above base).

6. VDA is required on all poles equal or greater than 25ft in height.

7. Custom drill templates (DTX) require factory quote.

### Accessories

Service	Base & Pole Size	12NC	Description (Diameter x Length x Hook w/ Bolt Circle Template)
<b>Anchor Bolts + Templates</b>			
For standard shipment with the pole (order 1 per pole)	CA & 4", 5"	912401613963	AB 3/4x17x3-G DEC w/ 9 BC ABT
	HB & 4"	912401597399	AB 3/4x17x3-G DEC w/ 8.5 BC ABT
	HB & 5"	912401613966	AB 3/4x17x3-G DEC w/ 10.5 BC ABT
	STB & 4"	912401613964	AB 3/4x17x3-G DEC w/ 7 BC ABT
	STB & 5"	912401613962	AB 1x33x3-G DEC w/ 10 BC ABT
For RapidShip or Pre-Ship service with the pole (order 1 per pole)	CA & 4", 5"	912401613958	AB 3/4x17x3-G DEC w/ 9 BC ABT-RS
	HB & 4"	912401597407	AB 3/4x17x3-G DEC w/ 8.5 BC ABT-RS
	HB & 5"	912401613961	AB 3/4x17x3-G DEC w/ 10.5 BC ABT-RS
	STB & 4"	912401613959	AB 3/4x17x3-G DEC w/ 7 BC ABT-RS
	STB & 5"	912401613957	AB 1x33x3-G DEC w/ 10 BC ABT-RS

Part No.	Description
<b>Brackets</b>	
<b>RLAR-1A-R4@4.9~(finish) (for 4" poles)</b>	Cast Aluminum mounting arm, 15" long with DT6 drill pattern. (order 1 per luminaire). For use with Lumec Roadway and Gardco SolarForm luminaires. Specify finish to match pole.
<b>RLAR-1A-R5@6~(finish) (for 5" poles)</b>	

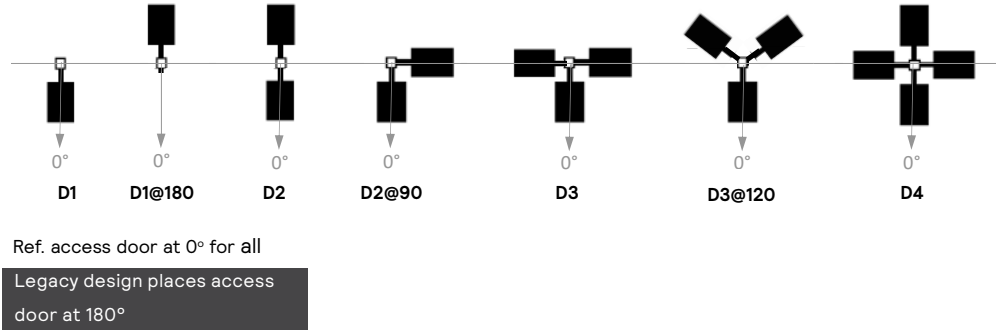


RLAR

# Poles Straight Round Aluminum

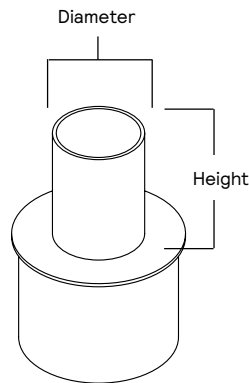
## Drilling Configuration

Code	Description
D1	Single Luminaire
D1@180	Single Luminaire @ 180
D2	Two Luminaires @ 180
D2@90	Two Luminaires @ 90
D3	Three Luminaires @ 90
D3@120	Three Luminaires @ 120
D4	Four Luminaires @ 90

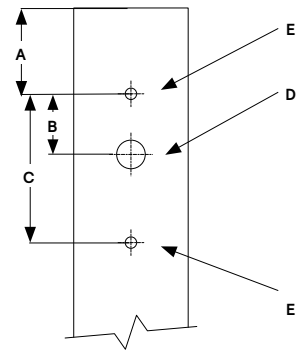


## Tenon Dimensions

Tenon	Diameter	Height
T2D4L	2.375" (60mm)	4" (102mm)
T2D6L	2.375" (60mm)	6" (152mm)
T3D4L	3" (76mm)	4" (102mm)
T4D6L	4" (102mm)	6" (152mm)



## Pole Top Drilling

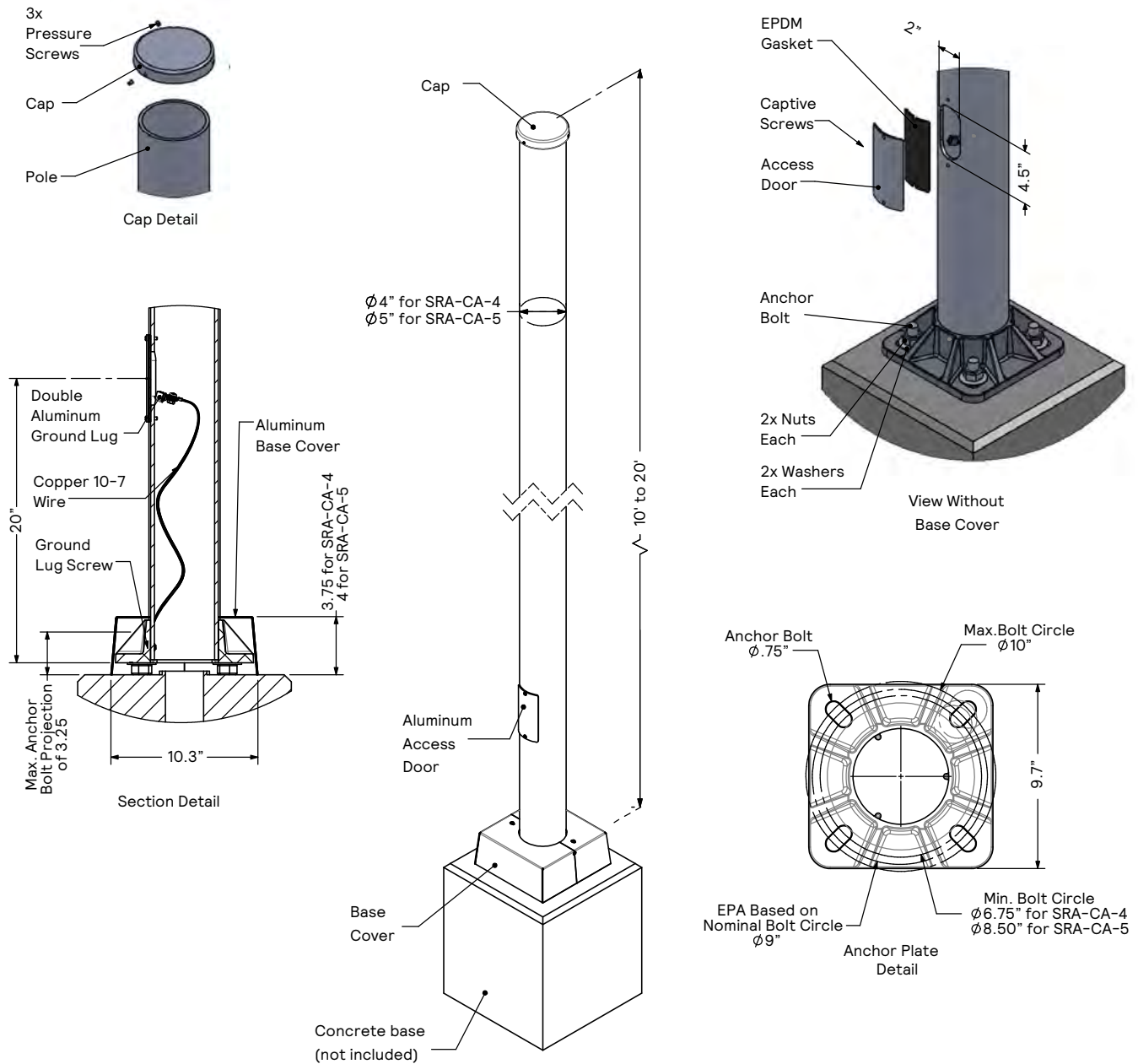


## Luminaire Drill Pattern

Code	Description	Luminaires	Pole Drilling				
			A To Pole Top	B	C Full Extent	D Wireway Hole	E Bolt Hole
DT1	Drill Template 1	Gardco SlenderForm Round SFRA	2.25" (57mm)	1.5" (38.1mm)	3" (76mm)	0.875" (22.2mm)	0.40" (10.2mm)
DT2	Drill Template 2	Gardco SlenderForm Square - SFA Gardco Gullwing - GL13, GL18 Gardco Form Ten - EH14L, EH19L, CAL17, CAL22, MAL17, MAL22	2.25" (57mm)	2.17" (55mm)	3.84" (98mm)	0.875" (22.2mm)	0.39" (9.9mm)
DT3	Drill Template 3	Gardco PowerForm PFAS	2.25" (57mm)	1.75" (44mm)	3.84" (98mm)	0.875" (22.2mm)	0.41" (10.4mm)
DT4	Drill Template 4	Gen1 Stonco/Keene AL150-G1, AL200-G1	2.5" (64mm)	1.7" (43mm)	3.5" (89mm)	0.875" (22.2mm)	0.41" (10.4mm)
DT5	Drill Template 5	Gardco EcoForm Gen2 - ECF-S, ECF-L Gardco PureForm Gen2 - P15, P20, P26, P34	3" (76mm)	1" (25mm)	3" (76mm)	1" (25mm)	0.41" (10.4mm)
DT6	Drill Template 6	Hole pattern drilled for the following: Gen2 Stonco/Keene AL70-G2 and AL150-G2, or to attach RLAR bracket accessory, suitable for use with: Lumec Capella CPLM, CPLS Lumec RoadStar GPLM, GPLS Lumec RoadFocus RFS, RFM, RFL Lumec RoadView RVM, RVS Lumec MiniView SVS Lumec StreetView SVM Gardco SolarForm BRP710	2.5" (64mm)	1" (25mm)	2" (50mm)	0.875" (22mm)	0.5" (12.7mm)

# Poles Straight Round Aluminum

## Dimensions and Specifications - Cast Aluminum Base



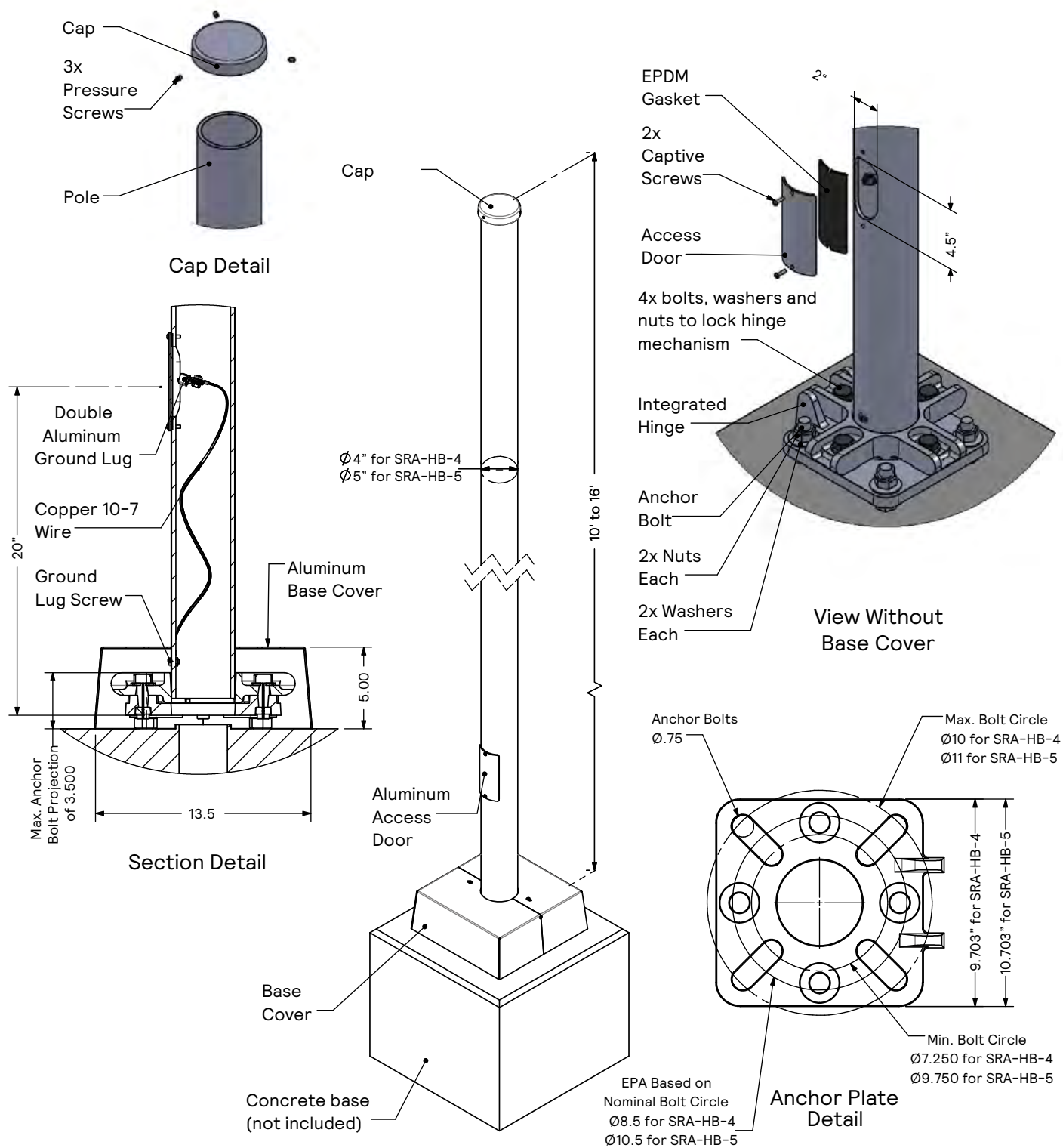
\* Anchor Bolt Lock Washers are not normally required and are not included in standard anchor bolt sets. They are available upon request at additional cost.

\*\* Grouting should include a drainage slot or tube (by others) to permit water to drain from the base of the pole. Failure to provide drainage may weaken the pole base structure over time and may result in pole base failure, for which Gardco is not responsible.

**NOTE:** Factory supplied template must be used when setting anchor bolts. Gardco will not honor any claim for incorrect anchorage placement from failure to use factory supplied templates.

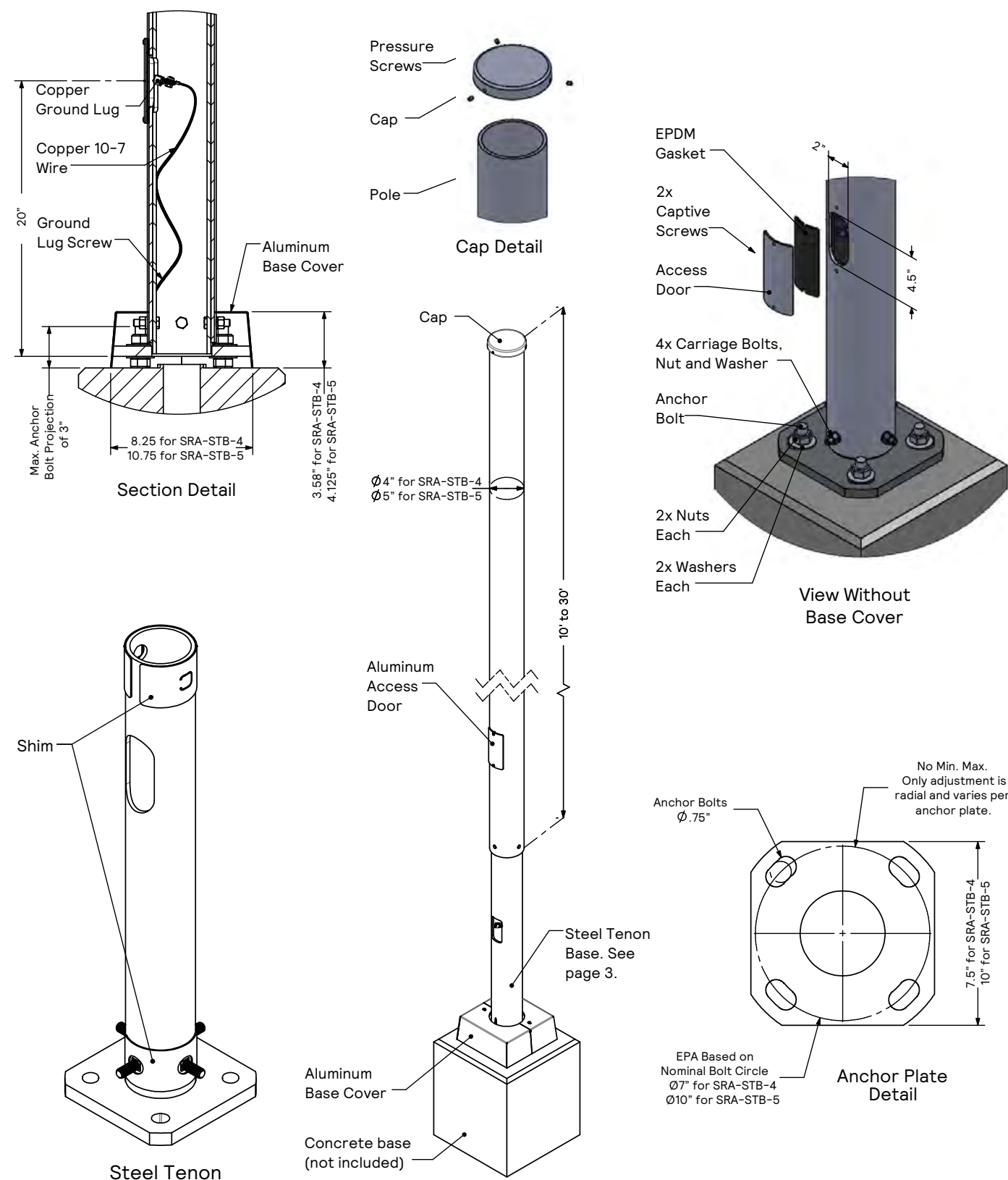
# Poles Straight Round Aluminum

## Dimensions and Specifications - Hinged Base



# Poles Straight Round Aluminum

## Dimensions and Specifications – Steel Tenon Base



# Poles Straight Round Aluminum

## Pole Data

Product Catalog Number	Pole Specs				Anchor Bolt Data				
	Pole Diameter (in.)	Wall Thickness (in.)	Height (ft.)	Pole Weight (lbs.)	Bolt Circle (in.) EPA Nominal	Bolt Circle (in.) Minimum	Bolt Circle (in.) Maximum	Anchor Bolt Spec (in.)	Anchor Bolt Max Proj. (in.)
SRA-CA-4-125-10	4	0.125	10	17	9	6.75	10	3/4 x 17 x 3	3.25
SRA-CA-4-125-12	4	0.125	12	20	9	6.75	10	3/4 x 17 x 3	3.25
SRA-CA-4-125-15	4	0.125	15	25	9	6.75	10	3/4 x 17 x 3	3.25
SRA-CA-4-125-16	4	0.125	16	27	9	6.75	10	3/4 x 17 x 3	3.25
SRA-CA-4-125-18	4	0.125	18	31	9	6.75	10	3/4 x 17 x 3	3.25
SRA-CA-4-125-20	4	0.125	20	34	9	6.75	10	3/4 x 17 x 3	3.25
SRA-CA-4-188-10	4	0.188	10	25	9	6.75	10	3/4 x 17 x 3	3.25
SRA-CA-4-188-12	4	0.188	12	30	9	6.75	10	3/4 x 17 x 3	3.25
SRA-CA-4-188-15	4	0.188	15	38	9	6.75	10	3/4 x 17 x 3	3.25
SRA-CA-4-188-16	4	0.188	16	40	9	6.75	10	3/4 x 17 x 3	3.25
SRA-CA-4-188-18	4	0.188	18	45	9	6.75	10	3/4 x 17 x 3	3.25
SRA-CA-4-188-20	4	0.188	20	50	9	6.75	10	3/4 x 17 x 3	3.25
SRA-CA-5-125-15	5	0.125	15	32	9	8.5	10	3/4 x 17 x 3	3.25
SRA-CA-5-125-16	5	0.125	16	34	9	8.5	10	3/4 x 17 x 3	3.25
SRA-CA-5-125-18	5	0.125	18	38	9	8.5	10	3/4 x 17 x 3	3.25
SRA-CA-5-125-20	5	0.125	20	42	9	8.5	10	3/4 x 17 x 3	3.25
SRA-CA-5-188-15	5	0.188	15	47	9	8.5	10	3/4 x 17 x 3	3.25
SRA-CA-5-188-16	5	0.188	16	50	9	8.5	10	3/4 x 17 x 3	3.25
SRA-CA-5-188-18	5	0.188	18	56	9	8.5	10	3/4 x 17 x 3	3.25
SRA-CA-5-188-20	5	0.188	20	63	9	8.5	10	3/4 x 17 x 3	3.25
SRA-HB-4-125-10	4	0.125	10	17	8.5	7.25	10	3/4 x 17 x 3	3.5
SRA-HB-4-125-12	4	0.125	12	20	8.5	7.25	10	3/4 x 17 x 3	3.5
SRA-HB-4-125-15	4	0.125	15	25	8.5	7.25	10	3/4 x 17 x 3	3.5
SRA-HB-4-125-16	4	0.125	16	27	8.5	7.25	10	3/4 x 17 x 3	3.5
SRA-HB-5-125-15	5	0.188	15	32	10.5	9.75	11	3/4 x 17 x 3	3.5
SRA-HB-5-125-16	5	0.188	16	34	10.5	9.75	11	3/4 x 17 x 3	3.5
SRA-STB-4-125-10	4	0.125	10	39	7	7	7	3/4 x 17 x 3	3
SRA-STB-4-125-12	4	0.125	12	45	7	7	7	3/4 x 17 x 3	3
SRA-STB-4-125-15	4	0.125	15	50	7	7	7	3/4 x 17 x 3	3
SRA-STB-4-125-16	4	0.125	16	54	7	7	7	3/4 x 17 x 3	3
SRA-STB-4-125-18	4	0.125	18	58	7	7	7	3/4 x 17 x 3	3
SRA-STB-4-125-20	4	0.125	20	62	7	7	7	3/4 x 17 x 3	3
SRA-STB-4-188-10	4	0.188	10	48	7	7	7	3/4 x 17 x 3	3
SRA-STB-4-188-12	4	0.188	12	55	7	7	7	3/4 x 17 x 3	3
SRA-STB-4-188-15	4	0.188	15	63	7	7	7	3/4 x 17 x 3	3
SRA-STB-4-188-16	4	0.188	16	68	7	7	7	3/4 x 17 x 3	3
SRA-STB-4-188-18	4	0.188	18	73	7	7	7	3/4 x 17 x 3	3
SRA-STB-4-188-20	4	0.188	20	79	7	7	7	3/4 x 17 x 3	3
SRA-STB-5-125-15	5	0.125	15	66	10	10	10	1 x 33 x 3	3
SRA-STB-5-125-16	5	0.125	16	72	10	10	10	1 x 33 x 3	3
SRA-STB-5-125-18	5	0.125	18	77	10	10	10	1 x 33 x 3	3
SRA-STB-5-125-20	5	0.125	20	81	10	10	10	1 x 33 x 3	3
SRA-STB-5-125-25	5	0.125	25	96	10	10	10	1 x 33 x 3	3
SRA-STB-5-125-30	5	0.125	30	111	10	10	10	1 x 33 x 3	3

# Poles Straight Round Aluminum

## Pole Data (Cont.)

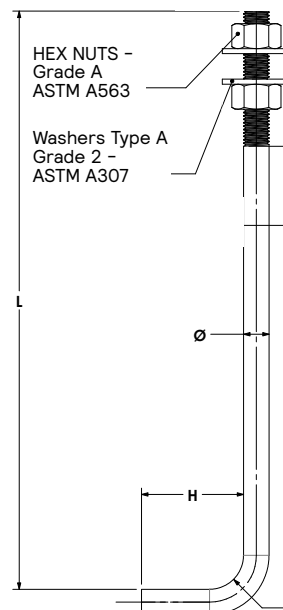
Product Catalog Number	Pole Specs				Anchor Bolt Data				
	Pole Diameter (in.)	Wall Thickness (in.)	Height (ft.)	Pole Weight (lbs.)	Bolt Circle (in.) EPA Nominal	Bolt Circle (in.) Minimum	Bolt Circle (in.) Maximum	Anchor Bolt Spec (in.)	Anchor Bolt Max Proj. (in.)
SRA-STB-5-188-15	5	0.188	15	82	10	10	10	1 x 33 x 3	3
SRA-STB-5-188-16	5	0.188	16	89	10	10	10	1 x 33 x 3	3
SRA-STB-5-188-18	5	0.188	18	96	10	10	10	1 x 33 x 3	3
SRA-STB-5-188-20	5	0.188	20	103	10	10	10	1 x 33 x 3	3
SRA-STB-5-188-25	5	0.188	25	123	10	10	10	1 x 33 x 3	3
SRA-STB-5-188-30	5	0.188	30	144	10	10	10	1 x 33 x 3	3

## EPA Table

Product Catalog Number	AASHTO 2001 - EPA ft <sup>2</sup>					
	80 MPH	90 MPH	100 MPH	110 MPH	120 MPH	130 MPH
SRA-CA-4-125-10	8.81	6.67	5.13	4.00	3.17	2.64
SRA-CA-4-125-12	6.87	5.08	3.80	2.82	2.13	1.75
SRA-CA-4-125-15	4.71	3.27	2.22	1.47	0.94	0.70
SRA-CA-4-125-16	4.05	2.77	1.80	1.06	0.61	0.39
SRA-CA-4-125-18	3.00	1.83	0.98	0.37	N/A	N/A
SRA-CA-4-125-20	2.06	1.03	0.28	N/A	N/A	N/A
SRA-CA-4-188-10	13.51	10.39	8.14	6.49	5.26	4.41
SRA-CA-4-188-12	10.85	8.19	6.32	4.93	3.92	3.26
SRA-CA-4-188-15	7.86	5.82	4.29	3.17	2.39	1.92
SRA-CA-4-188-16	6.59	4.79	3.54	2.60	1.94	1.56
SRA-CA-4-188-18	5.13	3.74	2.67	1.76	1.14	0.86
SRA-CA-4-188-20	4.17	2.86	1.78	0.98	0.44	0.23
SRA-CA-5-125-15	8.19	5.90	4.46	3.54	2.86	2.34
SRA-CA-5-125-16	7.32	5.18	3.85	3.02	2.41	1.97
SRA-CA-5-125-18	5.68	3.80	2.72	2.06	1.59	1.22
SRA-CA-5-125-20	4.29	2.64	1.73	1.22	0.89	0.65
SRA-CA-5-188-15	13.31	9.94	7.74	6.26	5.13	4.29
SRA-CA-5-188-16	12.14	8.98	6.92	5.57	4.55	3.77
SRA-CA-5-188-18	9.86	7.11	5.37	4.29	3.47	2.83
SRA-CA-5-188-20	8.00	5.58	4.10	3.21	2.55	2.06
SRA-HB-4-125-10	8.81	6.67	5.13	4.00	3.17	2.64
SRA-HB-4-125-12	6.87	5.08	3.80	2.82	2.13	1.75
SRA-HB-4-125-15	4.71	3.27	2.22	1.47	0.94	0.70
SRA-HB-4-125-16	4.05	2.77	1.80	1.06	0.61	0.39
SRA-HB-5-125-15	8.19	5.90	4.46	3.54	2.86	2.34
SRA-HB-5-125-16	7.32	5.18	3.85	3.02	2.41	1.97
SRA-STB-4-125-10	25.00	19.50	15.50	12.60	10.45	8.85
SRA-STB-4-125-12	20.78	16.15	12.83	10.39	8.57	7.24
SRA-STB-4-125-15	10.72	8.12	6.27	4.89	3.88	3.24
SRA-STB-4-125-16	10.72	8.11	6.25	4.88	3.88	3.24
SRA-STB-4-125-18	7.69	5.83	4.51	3.53	2.81	2.35
SRA-STB-4-125-20	5.88	4.47	3.49	2.75	2.22	1.83
SRA-STB-4-188-10	34.06	26.58	21.21	17.26	14.28	12.08
SRA-STB-4-188-12	28.20	21.85	17.32	13.97	11.50	9.67
SRA-STB-4-188-15	16.05	12.34	9.69	7.72	6.27	5.25

Product Catalog Number	AASHTO 2001 - EPA ft <sup>2</sup>					
	80 MPH	90 MPH	100 MPH	110 MPH	120 MPH	130 MPH
SRA-STB-4-188-16	16.03	12.32	9.64	7.69	6.26	5.25
SRA-STB-4-188-18	11.53	8.86	6.97	5.54	4.53	3.78
SRA-STB-4-188-20	8.76	6.76	5.35	4.27	3.49	2.93
SRA-STB-5-125-15	22.53	17.38	13.84	11.35	9.45	7.98
SRA-STB-5-125-16	22.50	17.36	13.84	11.30	9.45	7.95
SRA-STB-5-125-18	16.19	12.48	9.94	8.14	6.81	5.74
SRA-STB-5-125-20	12.28	9.49	7.59	6.23	5.18	4.37
SRA-STB-5-125-25	7.65	5.97	4.75	3.70	2.93	2.35
SRA-STB-5-125-30	4.40	2.45	1.45	0.93	0.58	0.31
SRA-STB-5-188-15	33.51	26.05	20.87	17.16	14.33	12.13
SRA-STB-5-188-16	33.47	25.99	20.84	17.11	14.29	12.08
SRA-STB-5-188-18	24.04	18.69	14.98	12.31	10.29	8.71
SRA-STB-5-188-20	18.14	14.14	11.35	9.35	7.79	6.62
SRA-STB-5-188-25	11.27	8.81	7.10	5.83	4.89	4.14
SRA-STB-5-188-30	7.64	5.99	4.82	3.82	3.00	2.37

### Standard Anchor Bolt



- Warning:** Additional wind loading, in terms of EPA, from banners, cameras, floodlights and other accessories attached to the pole, must be added to the luminaire(s) EPA before selecting the pole with the appropriate wind load capability. Specifying BAA or BAC compliant poles may result in different EPA ratings.
- Factory supplied template must be used when setting anchor bolts. Gardco will not honor any claim for incorrect anchorage placement resulting from failure to use factory supplied templates. Exact length of anchor bolts may vary.
- EPA ratings are based on the listed, optimal midpoint of the bolt circle. The bolt circle has limited variability but the EPA rating will change.

**NOTE:** Above EPA (Effective Projected Area) rating is in accordance with AASHTO 2001 and CSA-S6-14, with a 50 pound load (22.7 kg) placed at 1 foot (305mm) above its center.



# Poles Straight Round Aluminum

EPA Table

Product Catalog Number	CSA-S6-14- EPA ft <sup>2</sup>					
	300 Pa 79 MPH	400 Pa 91 MPH	500 Pa 102 MPH	600 Pa 111 MPH	700 Pa 120 MPH	800 Pa 129 MPH
SRA-CA-4-125-10	5.11	3.39	2.35	1.64	1.15	0.79
SRA-CA-4-125-12	3.59	2.15	1.28	0.70	0.27	N/A
SRA-CA-4-125-15	1.83	0.66	N/A	N/A	N/A	N/A
SRA-CA-4-125-16	1.34	0.27	N/A	N/A	N/A	N/A
SRA-CA-4-125-18	0.43	N/A	N/A	N/A	N/A	N/A
SRA-CA-4-125-20	N/A	N/A	N/A	N/A	N/A	N/A
SRA-CA-4-188-10	8.32	5.78	4.27	3.26	2.51	1.99
SRA-CA-4-188-12	6.32	4.17	2.91	2.03	1.44	0.98
SRA-CA-4-188-15	4.01	2.32	1.29	0.60	0.12	N/A
SRA-CA-4-188-16	3.39	1.78	0.82	0.17	N/A	N/A
SRA-CA-4-188-18	2.22	0.82	N/A	N/A	N/A	N/A
SRA-CA-4-188-20	1.21	N/A	N/A	N/A	N/A	N/A
SRA-CA-5-125-15	3.88	2.03	0.95	0.20	N/A	N/A
SRA-CA-5-125-16	3.20	1.44	0.43	N/A	N/A	N/A
SRA-CA-5-125-18	1.93	0.37	N/A	N/A	N/A	N/A
SRA-CA-5-125-20	0.76	N/A	N/A	N/A	N/A	N/A
SRA-CA-5-188-15	7.36	4.66	3.00	1.93	1.15	0.56
SRA-CA-5-188-16	6.42	3.88	2.38	1.34	0.62	0.07
SRA-CA-5-188-18	4.80	2.55	1.19	0.27	N/A	N/A
SRA-CA-5-188-20	3.39	1.34	0.13	N/A	N/A	N/A
SRA-HB-4-125-10	5.11	3.39	2.35	1.64	1.15	0.79
SRA-HB-4-125-12	3.59	2.15	1.28	0.70	0.27	N/A
SRA-HB-4-125-15	1.83	0.66	N/A	N/A	N/A	N/A
SRA-HB-4-125-16	1.34	0.27	N/A	N/A	N/A	N/A
SRA-HB-5-125-15	3.88	2.03	0.95	0.20	N/A	N/A
SRA-HB-5-125-16	3.20	1.44	0.43	N/A	N/A	N/A
SRA-STB-4-125-10	18.85	14.65	11.60	9.38	7.70	6.50
SRA-STB-4-125-12	15.95	11.56	8.92	7.17	5.93	4.96
SRA-STB-4-125-15	11.15	7.79	5.80	4.47	3.49	2.79
SRA-STB-4-125-16	10.95	7.65	5.70	4.37	3.43	2.73
SRA-STB-4-125-18	8.55	5.75	4.08	2.96	2.18	1.58
SRA-STB-4-125-20	6.55	4.15	2.73	1.78	1.10	0.58
SRA-STB-4-188-10	26.60	19.50	15.20	12.40	10.35	8.85
SRA-STB-4-188-12	21.80	15.80	12.20	9.80	8.10	6.80
SRA-STB-4-188-15	16.70	11.82	8.89	6.94	5.55	4.50
SRA-STB-4-188-16	15.40	10.80	8.05	6.20	4.90	3.90
SRA-STB-4-188-18	13.05	8.95	6.45	4.82	3.66	2.78
SRA-STB-4-188-20	11.10	7.35	5.15	3.65	2.59	1.81
SRA-STB-5-125-15	18.63	13.26	10.06	7.92	6.38	5.25
SRA-STB-5-125-16	18.63	13.26	10.06	7.92	6.38	5.25
SRA-STB-5-125-18	15.00	10.45	7.69	5.85	4.55	3.57
SRA-STB-5-125-20	12.10	8.10	5.75	4.15	3.02	2.17
SRA-STB-5-125-25	7.25	4.25	2.44	1.25	0.37	N/A
SRA-STB-5-125-30	3.35	1.10	N/A	N/A	N/A	N/A
SRA-STB-5-188-15	28.59	20.78	16.05	12.93	10.68	9.00
SRA-STB-5-188-16	28.59	20.78	16.05	12.93	10.68	9.00
SRA-STB-5-188-18	23.80	17.03	12.96	10.26	8.34	6.87
SRA-STB-5-188-20	19.85	13.95	10.45	8.05	6.40	5.13
SRA-STB-5-188-25	13.45	8.90	6.15	4.35	3.05	2.07
SRA-STB-5-188-30	8.45	4.90	2.75	1.35	0.32	N/A

# Poles Straight Round Aluminum

## Specifications

### Pole shaft

The pole shaft is fabricated from a single piece of extruded 6000 series aluminum. Shaft includes factory installed copper ground lug, 10-7 wire, and ground lug screw. A vibration dampener (VDA) is automatically added by the factory for all poles 25ft or higher.

### Anchor Base

The pole anchor base consists of a cast aluminum base welded to the shaft (CA), a cast aluminum hinged base (HB) or a steel tenon base (STB) secured with bolts and shims in which the aluminum shaft is slipped over.

### Anchor Bolts

Anchor bolts are fabricated from a commercial quality hot rolled carbon steel bar that meets or exceeds a minimum guaranteed yield strength of 55 ksi. Bolts have an "L" bend on one end and threaded on the opposite end. Anchor bolts are galvanized in accordance with ASTM A-153.6 C1.C. Four (4) properly sized bolts, each furnished with two (2) regular hex nuts and two (2) flat washers, are provided per pole (priced and ordered separately), unless otherwise specified. Conforms to AASHTO M 314 90 and ASTM F1554.

### Customer Specified Options

The options, DTX, FES, DR, GFI, AHH, CL\*, and NL\* require factory quotation. Poles with custom drilling templates (DTX) are provided as a service, however Signify holds no liability for improper installation and safety when using non-Signify luminaires or attachments on Gardco poles via drilling, tenon mounting, or coupling and nipple mounting. It is the responsibility of the customer to ensure the pole is loaded and installed in a safe manner to the limitations of the pole structure. See "Warning" paragraph for more details.

### Base Cover

A two-piece painted square aluminum base cover that completely conceals the entire base plate and anchorage. Base cover is provided standard.

### Hand hole

The hand hole has a nominal rectangular 2"x4.5" inside opening in the pole shaft. Included is an aluminum cover plate, EPDM gasket, and captive attachment screws. The hand hole is located 20" above the base and 0° clockwise with respect to the luminaire arm when viewed from the top of the pole for one arm. For two arms the hand hole is located directly under one arm.

### Pole Top Cap

Each pole assembly is provided with a removable aluminum pole top cap painted to match the specified pole and attached with three pressure screws.

### Finish

Poles are available with Gardco's standard textured color finishes - Black, White, Bronze, Dark Grey, Medium Grey, and Lumec GY3 for a match with roadway luminaire finishes. Optional custom colors also available.

### Couplings and Nipples

Couplings (NPSC standard internal threads) and Nipples (NPT standard external threads) are available to mount 3rd party objects to the pole. Lengths are as follows:

Couplings < 1" dia. = 1" length  
Couplings >= 1" dia. = 1.5" length  
Nipples < 1" dia. = 1.5" length  
Nipples >= 1" dia. = 2" length

See "Customer Specified Options" paragraph for more details

### Duplex Receptacle (DR and GFI)

DR and GFI options are placed at 2' below the pole top on the same side as the hand hole unless otherwise specified. DR or GFI options cannot be placed within 1' of the the hand hole. Maximum output of the receptacles are 15A.

## General Pole Information

### Design

EPA specs conform to AASHTO 2001 and CSA-S6-14 standards. The poles as charted are designed to withstand dead loads and predicted dynamic loads developed by variable wind pressure with an additional 2.5 gust factor under the following conditions: The charted weights include luminaire(s) and/or mounting bracket(s). Poles installed in areas of known abnormal conditions may require special consideration. For example: coastal areas, airports and areas of special winds. Poles are designed for ground mounted applications. Poles mounted on structures (such as buildings and bridges) may also necessitate special consideration requiring Gardco's recommendation. Height correction factors and drag coefficients are applied to the entire structure. An appropriate safety factor is maintained based on the minimum yield strength of the material incorporated in the pole.

### Warning

This design information is intended as a general guideline only. The customer is solely responsible for proper selection of pole, luminaire, accessory and foundation under the given site conditions and intended usage. The addition of any items to the pole, in addition to the luminaire, will dramatically impact the EPA load on that pole. It is strongly recommended that a qualified professional be consulted to analyze the loads given the user's specific needs to ensure proper selection of the pole, luminaire, accessories, and foundation. Gardco assumes no responsibility for such proper analysis or product selections. Failure to ensure proper site analysis, pole selection, loads and installation can result in pole failure, leading to serious injury or property damage.

### Warranty

Gardco Aluminum poles are covered by a 5-year structural and finish warranty. Legacy designs are covered by a 1-year warranty. For more information visit [signify.com/warranties](http://signify.com/warranties).




**CARRINGTON LEARNING PARK  
WATERBURY, CT  
SL4**

Gardco OptiForm site and area luminaires are available in three sizes: small, medium and large. Featuring the latest in LED technology, OptiForm achieves up to 192 lumens per watt. Eleven optical distributions are available, suitable for a range of outdoor lighting applications. OptForm features a unique mounting system with a two-piece housing for hassle-free installation. Mounting options include a standard arm, mast arm, and wall mount bracket. Service Tag is a standard feature with every OptiForm luminaire, providing maintenance or upgrade assistance throughout the life of the product.

Project: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Cat.No: \_\_\_\_\_  
 Type: \_\_\_\_\_  
 Lamps: \_\_\_\_\_ Qty: \_\_\_\_\_  
 Notes: \_\_\_\_\_

**Ordering guide**
**example: OPF-S-A01-840-T4M-AR1-120-BL50-L3-BZ**

Luminaire	Area Configuration (nom. lumens)			Color Temperature	Distribution			Mounting	Voltage			
OPF-S												
OPF-S OptiForm Small Area Light	Site and Area		Precision Plus <sup>16</sup> (T2M, T3M, T4M, T5M only)	827 <sup>1</sup> 80CRI 2700K	AFR	Autofront row	LCL	LEED corner optic left	AR1 <sup>2,17</sup> Arm mount (standard)  MAR <sup>3</sup> Mast arm  WAL Wall mount  MOS <sup>4</sup> Mounting ordered separately	120	120V	
				830 80CRI 3000K	T2M	Type 2 medium	LCL	LEED corner optic right		208	208V	
	A01	7,000 lumens	P01	2,500 lumens	840 80CRI 4000K	T3M	Type 3 medium	BLC		Back light control	240	240V
	A02	9,000 lumens	P02	4,000 lumens	727 <sup>1</sup> 70CRI 2700K	T4M	Type 4 medium	2RL		Type 2 rotated left 90°	277	277V
	A03	11,000 lumens	P03	6,500 lumens	730 70CRI 3000K	T4W	Type 4 wide	2RR		Type 2 rotated right 270°	347	347V
	A04	15,000 lumens	P04	9,000 lumens	740 70CRI 4000K	T5M	Type 5 medium	3RL		Type 3 rotated left 90°	480	480V
	A05	17,000 lumens	P05	11,500 lumens	750 70CRI 5000K	T5N	Type 5 narrow	3RR		Type 3 rotated right 270°	UNV	120-277V
	A06	19,000 lumens	P06	14,000 lumens		T5W	Type 5 wide	4RL <sup>1</sup>		Type 4 rotated left 90°	HVU <sup>16</sup>	347-480V
	A07	20,000 lumens	P07	16,500 lumens				4RR <sup>1</sup>		Type 4 rotated right 270°		
			P08	19,000 lumens								
		P09	22,000 lumens									

Dimming Controls		Sensing	Options (electrical, mechanical, etc)		Emergency	Finish	
The following options include 0-10V Driver		L2 PIR sensor, #2 lens (Required if BL50 is selected)	None	Surge protector 10kV/10kA standard	EM <sup>12,14,15</sup> Emergency Battery Pack (0-40 °C)	Standard textured finish	
none	0-10V dimming driver		SP2	Surge protector 20kV/10kA (option)		BK	Black
DLEA <sup>5,10</sup>	Dimming leads externally accessible (controls by others)		FS1 <sup>11</sup>	Single fuse (120, 277, or 347VAC)		WH	White
FAWS <sup>5,6,10</sup>	Field adjustable wattage selector		FS2 <sup>11</sup>	Double fuse (208, 240, or 480V)		BZ	Bronze
BL50 <sup>5,7,10</sup>	Bi-level with motion sensor		PCB <sup>11,12</sup>	Photocontrol button connected to 0-10V driver		DG	Dark Gray
The following options include SR/DALI Driver			TR5	NEMA Twist-lock 5-pin receptacle connected to 0-10V driver		MG	Medium Gray
SRDR <sup>5,8,13</sup>	SR driver connected to Zhaga socket (D4i)		TR7 <sup>13</sup>	7-pin twist lock receptacle connected to D4i compliant driver		Customer specified	
OMSR <sup>5,8,13</sup>	Outdoor multi-sensor		TLP <sup>11,13</sup>	7-pin twist lock receptacle connected to D4i compliant driver w/ 3-pin photocell		OC	Special optional color or RAL, consult factory
DynaDimmer: Automatic Profile Dimming			EHS	Housing machined to accept external house side shield for field install. Must be combined with OPF-S-EHS-1 accessory.		SC	Special color (must supply color chip, requires factory quote)
CS50 <sup>5,13</sup>	Security 50% dimming, 7 hours						
CM50 <sup>5,13</sup>	Median 50% dimming, 8 hours						
CS30 <sup>5,13</sup>	Security 30% dimming, 7 hours						
CM30 <sup>5,13</sup>	Median 30% dimming, 8 hours						

- Extended leadtime applies. Consult factory for details.
- Mounts to a square pole with knockout for 4-5" OD round pole.
- Mounts to a 2-3/8" x 5" tenon.
- Must be ordered with mounting accessory.
- Not available with other dimming control options (mutually exclusive).
- Not available with motion sensor (physical restriction).
- Must be specified with a motion sensor lens (L2).
- Not available with PCB, TR5.
- Must be specified with a motion sensor LW, LB.
- Not available with TR7, TLP.
- Must specify input voltage.

- Not available in 347, 480, or HVU.
- Not available with lumen packages P01, P02 in 120-277 voltages or lumen packages A01-A03, P01-P05 in 347, 480, or HVU.
- Only available with P01-P03 at 120-277V or UNV.
- Not available with Dynadimmer, SRDR, FAWS, FS1, FS2, OMSR, DLEA, BL50 (physical restriction).
- Precision Plus Optics (P01-P09) available only with T2M, T3M, T4M, and T5M optical distributions and are non-rotatable.
- OPF-RMB accessory recommended for retrofit applications.



# OPF-S    OptiForm small

## Site & area luminaire

### Shielding Accessories (order separately)

- OPF-S-EHS-1\*    External house side shield (field installed)
- OPF-S-HIS-1\*\*    Internal house side shield, qty 1
- OPF-S-HIS-T4-1\*\*    Internal house side shield, Type 4 only, qty 1

\*Must select EHS option on luminaire  
\*\*Not available for Precision Plus (P01-P09)

### Luminaire Accessories (order separately)

Pole Mount Fusing	
FP1	Pole mount single fuse (120V, 277V, or 347V)
FP2	Pole mount double fuse (208V, 240V, or 480V)
FP3	Pole mount double fuse canadian double pull (208V, 240V, or 480V)
Photocell Accessories	
P400S	Shorting cap

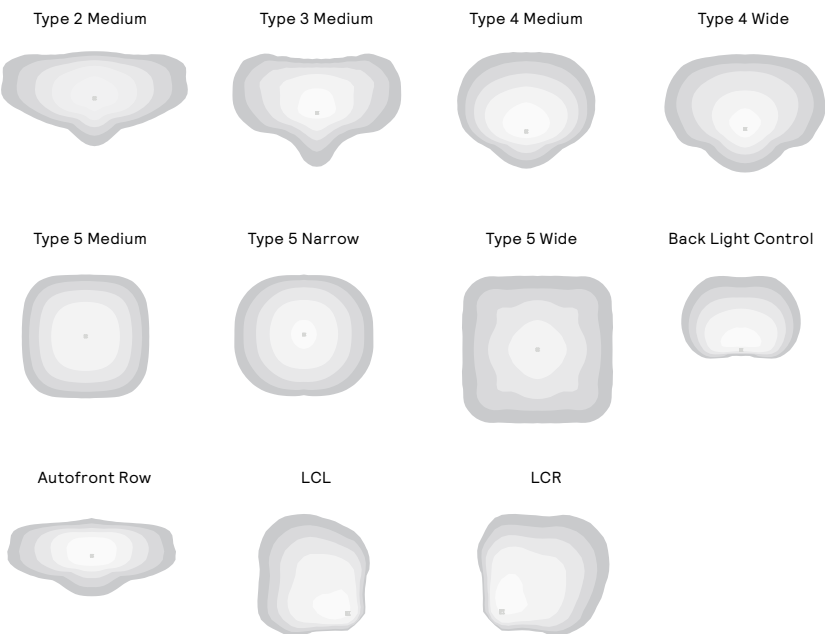
### Mountings (boxed and shipped separately)

Must choose MOS mounting ordered separately for mounting option on luminaire.  
(F) Must specify finish

Standard Arm	
OPF-AR1-(F) <sup>2,17</sup>	Standard arm mount
OPF-AR1-TR7-(F) <sup>2,13,17</sup>	Mast arm mount with 7-pin (TR7) receptacle
Wall Mount	
OPF-WAL-(F)	Wall mount bracket
OPF-WAL-TR7-(F) <sup>13</sup>	Wall mount with 7-pin (TR7) receptacle
Mast Arm	
OPF-MAR-(F) <sup>3</sup>	Mast arm mount
OPF-MAR-TR7-(F) <sup>3,13</sup>	Mast arm mount with 7-pin (TR7) receptacle

### Optical Distributions

#### Site and Area Optics



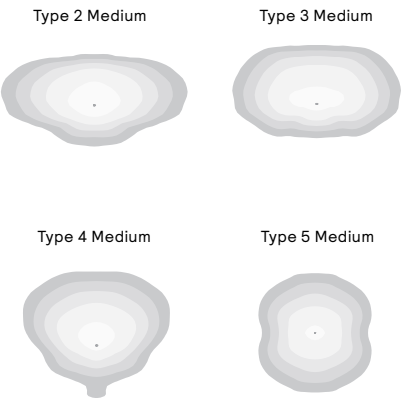
### Retrofit Mounting

- OPF-RMB    Retrofit Mounting Bolster Plate for attaching OptiForm to existing poles. Recommended for retrofit applications.

### Pole Top Fitters

PTF2 - Pole top fitter fits 2 3/8 - 2 1/2" OD x 4" depth tenon	
PTF2-1-90-(F)	1 luminaire at 90°
PTF2-2-90-(F)	2 luminaires at 90°
PTF2-3-90-(F)	3 luminaires at 90°
PTF2-4-90-(F)	4 luminaires at 90°
PTF2-2-180-(F)	2 luminaires at 180°
PTF2-3-120-(F)	3 luminaires at 120°
PTF3 - Pole top fitter fits 3-3 1/2" OD x 6" depth tenon	
PTF3-1-90-(F)	1 luminaire at 90°
PTF3-2-90-(F)	2 luminaires at 90°
PTF3-3-90-(F)	3 luminaires at 90°
PTF3-4-90-(F)	4 luminaires at 90°
PTF3-2-180-(F)	2 luminaires at 180°
PTF3-3-120-(F)	3 luminaires at 120°

#### Precision Plus Optics



# OPF-S OptiForm small

## Site & area luminaire

### OPF-S Area Optic Lumen values

#### 3000K, 70CRI

Ordering Code	Color Temp	Average System Wattage (W)	Type 2M			Type 3M			Type 4M			Type 5M		
			Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
OPF-S-A01-730-x	3000	42	6991	B2-U0-G2	167	6935	B2-U0-G2	166	7028	B1-U0-G2	168	7244	B3-U0-G1	173
OPF-S-A02-730-x	3000	54	8941	B2-U0-G2	165	8869	B2-U0-G2	164	8989	B1-U0-G2	166	9265	B3-U0-G2	171
OPF-S-A03-730-x	3000	64	10438	B2-U0-G2	164	10354	B2-U0-G2	163	10494	B2-U0-G2	165	10816	B3-U0-G2	170
OPF-S-A04-730-x	3000	91	14465	B3-U0-G3	160	14350	B3-U0-G3	158	14543	B2-U0-G2	160	14990	B4-U0-G2	165
OPF-S-A05-730-x	3000	104	16226	B3-U0-G3	156	16096	B3-U0-G3	154	16313	B2-U0-G3	156	16814	B4-U0-G2	161
OPF-S-A06-730-x	3000	122	18441	B3-U0-G3	151	18294	B3-U0-G3	150	18540	B3-U0-G3	152	19110	B4-U0-G2	156
OPF-S-A07-730-x	3000	136	20034	B3-U0-G3	147	19874	B3-U0-G3	146	20142	B3-U0-G3	148	20761	B4-U0-G2	152

#### 3000K, 70CRI (cont'd)

Ordering Code	Color Temp	Average System Wattage (W)	AFR			Type 4W			Type 5N			Type 5W		
			Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
OPF-S-A01-730-x	3000	42	7241	B2-U0-G2	173	6692	B1-U0-G2	160	7193	B3-U0-G1	172	6926	B3-U0-G2	165
OPF-S-A02-730-x	3000	54	9260	B2-U0-G2	171	8558	B2-U0-G2	158	9200	B3-U0-G1	170	8858	B3-U0-G2	164
OPF-S-A03-730-x	3000	64	10811	B3-U0-G3	170	9991	B2-U0-G3	157	10740	B3-U0-G2	169	10341	B4-U0-G2	163
OPF-S-A04-730-x	3000	91	14982	B3-U0-G3	165	13847	B2-U0-G3	153	14884	B4-U0-G2	164	14331	B4-U0-G3	158
OPF-S-A05-730-x	3000	104	16806	B3-U0-G3	161	15532	B3-U0-G3	149	16696	B4-U0-G2	160	16075	B4-U0-G3	154
OPF-S-A06-730-x	3000	122	19100	B3-U0-G3	156	17652	B3-U0-G3	144	18975	B4-U0-G2	155	18270	B5-U0-G3	150
OPF-S-A07-730-x	3000	136	20750	B3-U0-G3	152	19178	B3-U0-G3	141	20615	B4-U0-G2	151	19848	B5-U0-G3	146

#### 4000K, 70CRI

Ordering Code	Color Temp	Average System Wattage (W)	Type 2M			Type 3M			Type 4M			Type 5M		
			Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
OPF-S-A01-740-x	4000	42	7391	B2-U0-G2	176	7332	B2-U0-G2	175	7431	B1-U0-G2	177	7659	B3-U0-G1	183
OPF-S-A02-740-x	4000	54	9452	B2-U0-G2	175	9377	B2-U0-G2	173	9503	B1-U0-G2	176	9795	B3-U0-G2	181
OPF-S-A03-740-x	4000	64	11035	B3-U0-G3	174	10947	B2-U0-G2	172	11094	B2-U0-G2	174	11435	B3-U0-G2	180
OPF-S-A04-740-x	4000	91	15293	B3-U0-G3	169	15171	B3-U0-G3	167	15375	B2-U0-G2	170	15848	B4-U0-G2	175
OPF-S-A05-740-x	4000	104	17155	B3-U0-G3	164	17018	B3-U0-G3	163	17247	B2-U0-G3	165	17777	B4-U0-G2	170
OPF-S-A06-740-x	4000	122	19496	B3-U0-G3	160	19341	B3-U0-G3	158	19601	B3-U0-G3	160	20203	B4-U0-G2	165
OPF-S-A07-740-x	4000	136	21181	B3-U0-G3	156	21012	B3-U0-G3	154	21294	B3-U0-G3	156	21949	B4-U0-G2	161

#### 4000K, 70CRI (cont'd)

Ordering Code	Color Temp	Average System Wattage (W)	AFR			Type 4W			Type 5N			Type 5W		
			Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
OPF-S-A01-740-x	4000	42	7655	B2-U0-G2	183	7075	B1-U0-G2	169	7605	B3-U0-G1	182	7322	B3-U0-G2	175
OPF-S-A02-740-x	4000	54	9790	B2-U0-G2	181	9048	B2-U0-G2	167	9726	B3-U0-G1	180	9365	B3-U0-G2	173
OPF-S-A03-740-x	4000	64	11429	B3-U0-G3	180	10563	B2-U0-G3	166	11355	B3-U0-G2	179	10933	B4-U0-G2	172
OPF-S-A04-740-x	4000	91	15840	B3-U0-G3	175	14639	B2-U0-G3	161	15736	B4-U0-G2	174	15151	B4-U0-G3	167
OPF-S-A05-740-x	4000	104	17768	B3-U0-G3	170	16421	B3-U0-G3	157	17652	B4-U0-G2	169	16995	B4-U0-G3	163
OPF-S-A06-740-x	4000	122	20193	B3-U0-G3	165	18662	B3-U0-G3	153	20061	B4-U0-G2	164	19315	B5-U0-G3	158
OPF-S-A07-740-x	4000	136	21938	B3-U0-G3	161	20275	B3-U0-G3	149	21794	B4-U0-G2	160	20984	B5-U0-G3	154

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## Site & area luminaire

### OPF-S Area Optic Lumen values (cont'd)

#### 5000K, 70CRI

Ordering Code	Color Temp	Average System Wattage (W)	Type 2M			Type 3M			Type 4M			Type 5M		
			Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
OPF-S-A01-750-x	5000	42	7391	B2-U0-G2	176	7332	B2-U0-G2	175	7431	B1-U0-G2	177	7659	B3-U0-G1	183
OPF-S-A02-750-x	5000	54	9452	B2-U0-G2	175	9377	B2-U0-G2	173	9503	B1-U0-G2	176	9795	B3-U0-G2	181
OPF-S-A03-750-x	5000	64	11035	B3-U0-G3	174	10947	B2-U0-G2	172	11094	B2-U0-G2	174	11435	B3-U0-G2	180
OPF-S-A04-750-x	5000	91	15293	B3-U0-G3	169	15171	B3-U0-G3	167	15375	B2-U0-G2	170	15848	B4-U0-G2	175
OPF-S-A05-750-x	5000	104	17155	B3-U0-G3	164	17018	B3-U0-G3	163	17247	B2-U0-G3	165	17777	B4-U0-G2	170
OPF-S-A06-750-x	5000	122	19496	B3-U0-G3	160	19341	B3-U0-G3	158	19601	B3-U0-G3	160	20203	B4-U0-G2	165
OPF-S-A07-750-x	5000	136	21181	B3-U0-G3	156	21012	B3-U0-G3	154	21294	B3-U0-G3	156	21949	B4-U0-G2	161

#### 5000K, 70CRI (cont'd)

Ordering Code	Color Temp	Average System Wattage (W)	AFR			Type 4W			Type 5N			Type 5W		
			Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
OPF-S-A01-750-x	5000	42	7655	B2-U0-G2	183	7075	B1-U0-G2	169	7605	B3-U0-G1	182	7322	B3-U0-G2	175
OPF-S-A02-750-x	5000	54	9790	B2-U0-G2	181	9048	B2-U0-G2	167	9726	B3-U0-G1	180	9365	B3-U0-G2	173
OPF-S-A03-750-x	5000	64	11429	B3-U0-G3	180	10563	B2-U0-G3	166	11355	B3-U0-G2	179	10933	B4-U0-G2	172
OPF-S-A04-750-x	5000	91	15840	B3-U0-G3	175	14639	B2-U0-G3	161	15736	B4-U0-G2	174	15151	B4-U0-G3	167
OPF-S-A05-750-x	5000	104	17768	B3-U0-G3	170	16421	B3-U0-G3	157	17652	B4-U0-G2	169	16995	B4-U0-G3	163
OPF-S-A06-750-x	5000	122	20193	B3-U0-G3	165	18662	B3-U0-G3	153	20061	B4-U0-G2	164	19315	B5-U0-G3	158
OPF-S-A07-750-x	5000	136	21938	B3-U0-G3	161	20275	B3-U0-G3	149	21794	B4-U0-G2	160	20984	B5-U0-G3	154

### OPF-S Precision Plus Optic Lumen values

#### 3000K, 70CRI

Ordering Code	Color Temp	Average System Wattage (W)	Type 2M			Type 3M			Type 4M			Type 5M		
			Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
OPF-S-P01-730-x	3000	15	2691	B1-U0-G1	182	2718	B1-U0-G1	184	2665	B1-U0-G1	180	2610	B2-U0-G1	176
OPF-S-P02-730-x	3000	23	4022	B1-U0-G1	178	4062	B1-U0-G1	180	3983	B1-U0-G1	177	3900	B2-U0-G1	173
OPF-S-P03-730-x	3000	38	6465	B2-U0-G2	169	6530	B2-U0-G2	171	6402	B1-U0-G2	168	6269	B3-U0-G2	164
OPF-S-P04-730-x	3000	53	8759	B2-U0-G2	165	8848	B2-U0-G2	166	8674	B2-U0-G2	163	8495	B3-U0-G2	160
OPF-S-P05-730-x	3000	66	11253	B2-U0-G2	172	11366	B3-U0-G3	173	11143	B2-U0-G3	170	10913	B3-U0-G2	167
OPF-S-P06-730-x	3000	76	13987	B3-U0-G3	183	14128	B3-U0-G3	185	13850	B2-U0-G3	182	13564	B4-U0-G3	178
OPF-S-P07-730-x	3000	94	15850	B3-U0-G3	168	16010	B3-U0-G3	170	15696	B3-U0-G3	167	15372	B4-U0-G3	163
OPF-S-P08-730-x	3000	113	19800	B3-U0-G3	176	19999	B3-U0-G3	178	19607	B3-U0-G3	174	19202	B4-U0-G3	171
OPF-S-P09-730-x	3000	133	21655	B3-U0-G3	163	21874	B3-U0-G3	164	21444	B3-U0-G4	161	21002	B4-U0-G3	158

#### 4000K, 70CRI

Ordering Code	Color Temp	Average System Wattage (W)	Type 2M			Type 3M			Type 4M			Type 5M		
			Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
OPF-S-P01-740-x	4000	15	2845	B1-U0-G1	192	2874	B1-U0-G1	194	2817	B1-U0-G1	190	2759	B2-U0-G1	186
OPF-S-P02-740-x	4000	23	4252	B1-U0-G1	189	4295	B1-U0-G1	191	4211	B1-U0-G1	187	4124	B2-U0-G1	183
OPF-S-P03-740-x	4000	38	6835	B2-U0-G2	179	6904	B2-U0-G2	181	6768	B1-U0-G2	177	6629	B3-U0-G2	174
OPF-S-P04-740-x	4000	53	9261	B2-U0-G2	174	9355	B2-U0-G2	176	9171	B2-U0-G2	172	8982	B3-U0-G2	169
OPF-S-P05-740-x	4000	66	11898	B2-U0-G2	182	12018	B3-U0-G3	183	11782	B2-U0-G3	180	11539	B3-U0-G2	176
OPF-S-P06-740-x	4000	76	14788	B3-U0-G3	194	14937	B3-U0-G3	196	14644	B2-U0-G3	192	14342	B4-U0-G3	188
OPF-S-P07-740-x	4000	94	16758	B3-U0-G3	178	16927	B3-U0-G3	180	16595	B3-U0-G3	176	16253	B4-U0-G3	172
OPF-S-P08-740-x	4000	113	20934	B3-U0-G3	186	21145	B3-U0-G3	188	20730	B3-U0-G3	184	20302	B4-U0-G3	180
OPF-S-P09-740-x	4000	133	22896	B3-U0-G3	172	23127	B3-U0-G3	174	22673	B3-U0-G4	171	22205	B4-U0-G3	167

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## Site & area luminaire

### OPF-S Area Optic Lumen values (cont'd)

5000K, 70CRI

Ordering Code	Color Temp	Average System Wattage (W)	Type 2M			Type 3M			Type 4M			Type 5M		
			Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
OPF-S-P01-750-x	5000	15	2845	B1-U0-G1	192	2874	B1-U0-G1	194	2817	B1-U0-G1	190	2759	B2-U0-G1	186
OPF-S-P02-750-x	5000	23	4252	B1-U0-G1	189	4295	B1-U0-G1	191	4211	B1-U0-G1	187	4124	B2-U0-G1	183
OPF-S-P03-750-x	5000	38	6835	B2-U0-G2	179	6904	B2-U0-G2	181	6768	B1-U0-G2	177	6629	B3-U0-G2	174
OPF-S-P04-750-x	5000	53	9261	B2-U0-G2	174	9355	B2-U0-G2	176	9171	B2-U0-G2	172	8982	B3-U0-G2	169
OPF-S-P05-750-x	5000	66	11898	B2-U0-G2	182	12018	B3-U0-G3	183	11782	B2-U0-G3	180	11539	B3-U0-G2	176
OPF-S-P06-750-x	5000	76	14788	B3-U0-G3	194	14937	B3-U0-G3	196	14644	B2-U0-G3	192	14342	B4-U0-G3	188
OPF-S-P07-750-x	5000	94	16758	B3-U0-G3	178	16927	B3-U0-G3	180	16595	B3-U0-G3	176	16253	B4-U0-G3	172
OPF-S-P08-750-x	5000	113	20934	B3-U0-G3	186	21145	B3-U0-G3	188	20730	B3-U0-G3	184	20302	B4-U0-G3	180
OPF-S-P09-750-x	5000	133	22896	B3-U0-G3	172	23127	B3-U0-G3	174	22673	B3-U0-G4	171	22205	B4-U0-G3	167

### LED Wattage and Lumen Values (Emergency Mode)

Ordering Code	CCT	CRI	Avg. System Wattage (W)	Type 2M		Type 3M		Type 4M	
				Lumen Output	BUG Rating	Lumen Output	BUG Rating	Lumen Output	BUG Rating
OPF-S-PXX-740-X-EM	4000	70	6	1000	B0-U0-G0	1014	B0-U0-G1	838	B0-U0-G0
OPF-S-PXX-750-X-EM	5000	70	6	960	B0-U0-G0	973	B0-U0-G1	804	B0-U0-G0
OPF-S-PXX-830-X-EM	3000	80	6	856	B0-U0-G0	868	B0-U0-G1	717	B0-U0-G0
OPF-S-PXX-840-X-EM	4000	80	6	887	B0-U0-G0	899	B0-U0-G1	743	B0-U0-G0

### Predicted Lumen Depreciation Data

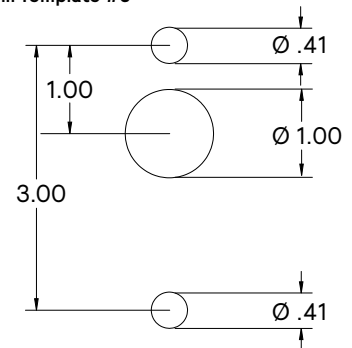
Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L70 is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L70 hours limited to 6 times actual LED test hours

Ambient Temp°C	Lumen Package	Calculated L70 Hours	L70 per TM-21	Lumen Maintenance % at 60,000 hrs
25°C	A06-A07	>77,000 hours	>77,000 hours	90%
25°C	All others	>100,000 hours	>100,000 hours	96%

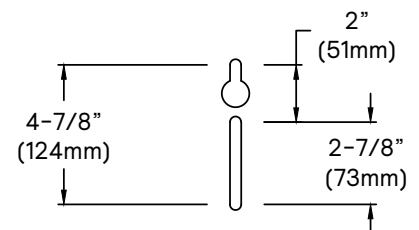
### Dimensions

#### Standard Drill Pattern

##### Drill Template #5



#### Standard Arm Mounting Hole Pattern





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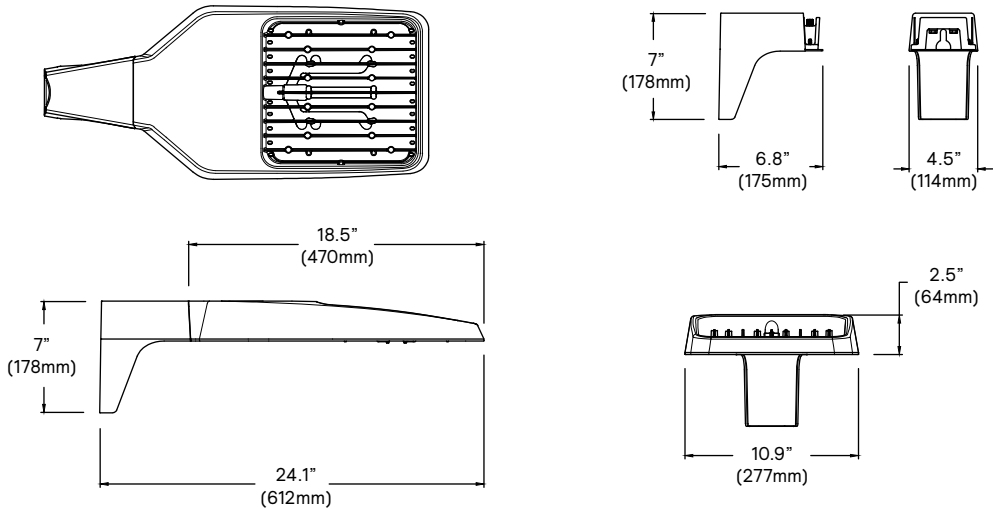
## Site & area luminaire

### Dimensions

OptiForm Standard Arm

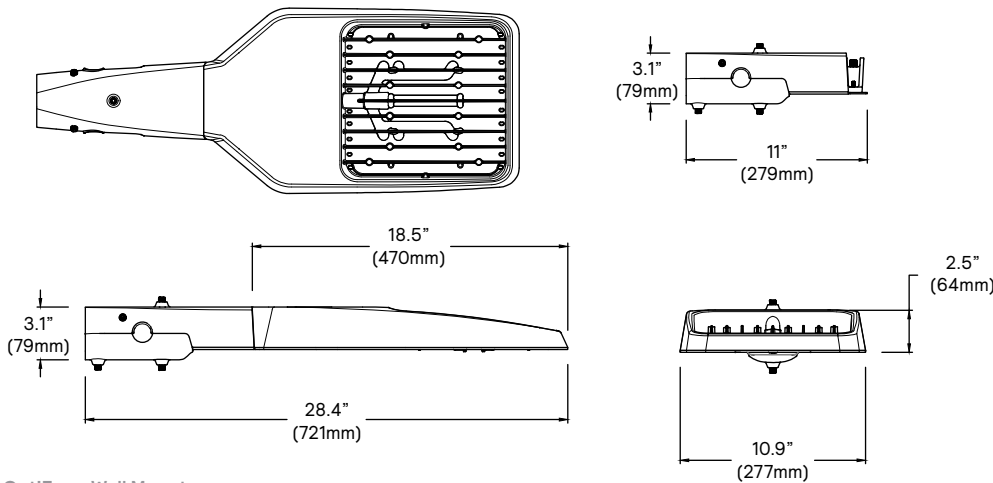
Weight: 11 lb (5.0 kg)

EPA: 0.2 ft² (0.018 m²)



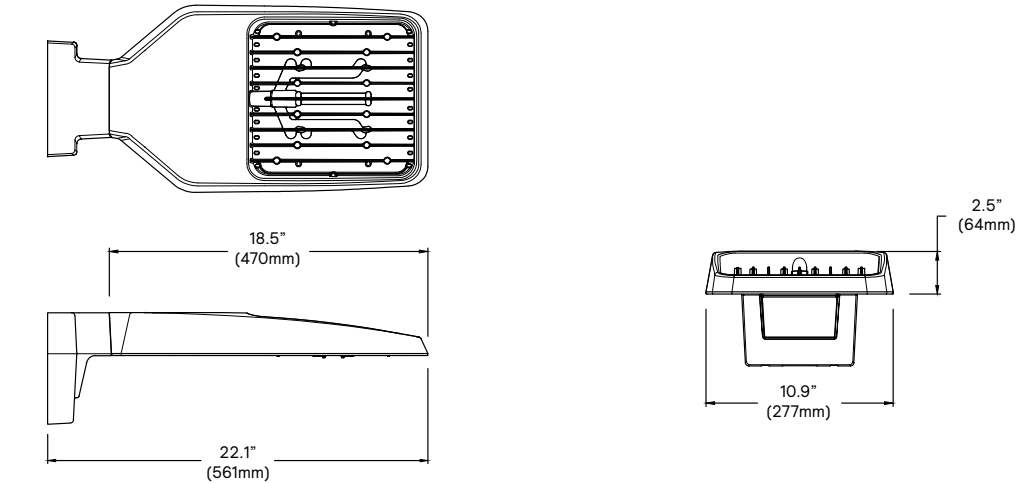
OptiForm Mast Arm

Weight: 12.6 lb (5.7 kg)



OptiForm Wall Mount

Weight: 11.5 lb (5.2 kg)



# OPF-S OptiForm small

## Site & area luminaire

### Specifications

#### Housing

Housing and door constructed of low copper die cast Aluminum alloy (A360) with detachable arms for quick mounting. Heatsink is integral to the housing providing passive cooling of LEDs to maintain long LED life. Luminaire housing rated to IP65, LED Modules rated IP66 tested in accordance to Section 9 of IEC 60598-1.

#### Vibration resistance

OptiForm is tested and rated to standards set forth in ANSI C136.31-2018 Level 2 for Bridge and Overpass applications.

#### Light engine

Light engine comprises of a module of 40-LED aluminum metal clad board fully sealed with optics: Medium = 2 Modules with 80 LEDs, Large = 4 modules with 160 LEDs. Module is RoHS compliant. Color temperature as per ANSI/NEMA bin 2700 Kelvin nominal (2725  $\pm$ 145K), 3000 Kelvin nominal (3045K  $\pm$  175K) or 4000 Kelvin nominal (3985K  $\pm$  275K), CRI 70 Min. 75 Typical. Other CCT/CRI also available, consult factory. LED light engine is rated IP66 in accordance to Section 9 of IEC 60598-1.

#### Energy saving benefits

System efficacy up to 182 lms/W with significant energy savings over Pulse Start Metal Halide luminaires. Optional control options provide added energy savings during unoccupied periods.

#### Optical systems

Site and Area optical distributions include Types 2 Medium, 3 Medium, 4 Medium, 4 Wide, 5 Narrow, 5 Medium, 5 Wide, and Auto Front Row. LEED Corner Left, LEED Corner Right, and Backlight Control distributions also available to provide excellent cutoff to meet the most stringent requirements at property lines. Optional internal shields mount to LED optics and are available with Type 2M, 3M, and 4M distributions. Types 2M and 3M can be rotated at 90° or 270° when specified, and are factory set only. Site and Area optics shall be performance tested per LM-79 and TM-15 (IESNA) certifying their photometric performance. Luminaire designed with 0% uplight (U0 per IESNA TM-15).

Precision Plus optical distributions include Types 2, 3, 4 and 5 and are designed to illuminate pedestrian scale applications by providing lower glare, while still achieving desired distribution, optimized spacing, and excellent uniformity. Optics are made of optical grade polymer refractor lenses and shall be performance tested per LM-63, LM-79 and TM-15 (IESNA) certifying their photometric performance. Luminaire designed with 0% uplight (U0 per IESNA TM-15).

#### Mounting

Standard luminaire arm mounts to square poles with knock-out on the arm to allow for mounting to 4" O.D. round poles. Standard arm casting can accommodate existing bolt spacing from 2" to 4-7/8". It is recommended to use the bolster plate kit OPF RMB when it's not a new installation or if the mounting holes are larger than 0.41" (10mm).

OptiForm features a Mast Arm for Mounting to 2-3/8x4" tenon as well as wall mount casting for exterior building mount applications.

#### Control options

**Dimming Leads Externally Accessible (DLEA):** Access to 0-10V dimming leads supplied through back of luminaire (for secondary dimming controls by others). Cannot be used with other control options.

**Sensor Ready Zhaga Socket Connector (SRDR):** Product is D4i Certified and equipped with Sensor Ready drivers connected to 4-pin Zhaga Book 18 compliant receptacle designed for sensor and other control system applications. Receptacle is rated IP66 assembly in a compact design that provides a sealed electrical interface and rated UV resistance, mounted on underside of the luminaire, protective dust cap included. When a controller not provided by Signify is used with Sensor Ready Zhaga socket connector, the controller must be certified to work with the Xitanium SR LED drivers as part of the SR certified program. SRDR can be used with NEMA 7-pin twist lock receptacle, which is mounted on top of the luminaire.

**Automatic Profile Dimming (CS/CM/CE/CA):** Standard dimming profiles provide flexibility towards energy savings goals while optimizing light levels during specific dark hours. Dimming profiles include two dimming settings including dim to 30% or 50% of the total lumen output. When used in combination with not programmed motion response it overrides the controller's schedule when motion is detected. After 5 minutes with no motion, it will return to the automatic dimming profile schedule. Automatic dimming profile scheduled with the following settings:

- **CS50/CS30:** Security for 7 hours night duration (Ex., 11 PM – 6 AM)
- **CM50/CM30:** Median for 8 hours night duration (Ex., 10 PM – 6 AM)

All above profiles are calculated from mid point of the night. Dimming is set for 6 hours after the mid point and 1 or 2 hours before depending of the duration of dimming. Cannot be used with other dimming control options

**Field Adjustable Wattage Selector (FAWS):** Luminaire equipped with the ability to manually adjust the wattage in the field to reduce total luminaire lumen output and light levels. Comes pre-set to the highest position lumen output selected. Use chart below to estimate reduction in lumen output desired. Cannot be used with other control options or motion response.

FAWS Position	Percent of Typical Lumen Output	FAWS Position	Percent of Typical Lumen Output
1	25%	6	80%
2	50%	7	85%
3	55%	8	90%
4	65%	9	95%
5	75%	10	100%

**Note:** Typical value accuracy  $\pm$  5%

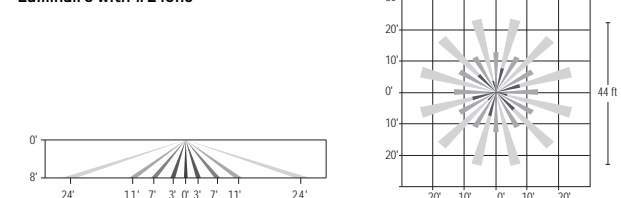
#### Motion response options

**Bi-Level Infrared Motion Response (BL50):** Motion Response module is mounted integral to luminaire factory pre-programmed to 50% dimming when not ordered with other control options. BL-IMRI is set/operates in the following fashion: The motion sensor is set to a constant 50%. When motion is detected by the PIR sensor, the luminaire returns to full power/light output. Dimming on low is factory set to 50% with 5 minutes default in "full power" prior to dimming back to low. When no motion is detected for 5 minutes, the motion response system reduces the wattage by 50%, to 50% of the normal constant wattage reducing the light level. Other dimming settings can be provided if different dimming levels are required (contact Technical Support for details).

**Infrared Motion Response with Other Controls:** When used in combination with other controls (Automatic Dimming Profile), motion response device will simply override controller's schedule with the added benefits of a combined dimming profile and sensor detection. In this configuration, the motion response device cannot be re-programmed with FSIR-100 Wireless Remote Programming Tool. The profile can only be re-programmed via the controller.

**Infrared Motion Response Lenses (L2):** Infrared Motion Response Integral module is available with two different sensor lens types to accommodate various mounting heights and occupancy detection ranges. Lens #2 (L2) is designed for mounting heights up to up to 8 ft with a 24' diameter coverage area. See charts for approximate detection patterns:

Luminaire with #2 lens



# OPF-S OptiForm small

## Site & area luminaire

### Specifications (cont'd)

#### Electrical

**Twist-Lock Receptacle (TR5/TR7):** Twist Lock Receptacle with 5 pins enabling dimming or with 7 pins with additional functionality (by others) can be used with a twistlock photoelectric cell or a shorting cap. Dimming Receptacle Type B (5-pin) and Type D-24 (7-pin) in accordance to ANSI C136.41. Can be used with third-party control system. Receptacle located on top of luminaire housing. When specifying receptacle with twistlock photoelectric cell, voltage must be specified. When ordering 7-pin Twist-lock receptacle (TR7), all 7 pins are wired to respective pins with the Sensor Ready (SR) driver, and photocell or shorting cap is not included. When ordering a twist-lock receptacle with a photocell (TLP), the receptacle used is a 7-pin receptacle, with pins 6 and 7 connected to SR DALI driver. 0-10V dimming leads (pins 4 and 5) are connected if not ordered with any other dimming option.

**Driver:** Driver efficiency (>90% standard). 120-480V available (restrictions apply). Open/short circuit protection. All drivers are 0-10V dimming to 10% power standard, except when using Sensor Ready (SR) drivers, which uses DALI protocol (options CS50/CM50/CS30/CM30, SRDR, and TR7). Drivers are RoHS and FCC Title 47 CFR Part 15 compliant.

**Button Photocontrol (PCB):** Button style design for internal luminaires mounting applications. The photocontrol is constructed of a high impact UV stabilized polycarbonate housing. Rated voltage of 120V or 208-277V with a load rating of 1000 VA. The photocell will turn on with 1-4Fc of ambient light.

**Surge protection (SP1/SP2):** Surge protection device tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with DOE MSSLC Model Specification for LED Roadway Luminaires Appendix D Electrical Immunity High test level 10kV/10kA. 20kV / 10kA surge protection device that provides extra protection beyond the SP1 10kV/10kA level.

### Buy American Act of 1933 (BAA):

This product is manufactured in one of our US factories and, as of the date of this document, this product was considered a commercially available off-the-shelf (COTS) item meeting the requirements of the BAA. This BAA designation hereunder does not address (i) the applicability of, or availability of a waiver under, the Trade Agreements Act, or (ii) the "Buy America" domestic content requirements imposed on states, localities, and other non-federal entities as a condition of receiving funds administered by the Department of Transportation or other federal agencies. Prior to ordering, please visit [www.signify.com/baa](http://www.signify.com/baa) to view a current list of BAA-compliant products to confirm this product's current compliance.

#### Listings

UL/cUL wet location listed to the UL 1598 standard, suitable for use in ambient temperatures from -40° to 40°C (-40° to 104°F). All Optiform configurations are qualified under Design Lights Consortium Premium classification. Consult DLC Qualified Products list to confirm your specific luminaire selection is approved. CCTs 3000K and warmer are Dark Sky Approved.

#### Finish

Each standard color luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) textured polyester powdercoat finish. Standard colors include bronze (BZ), black (BK), white (WH), dark gray (DGY), and medium gray (MGY). Consult Factory for specs on optional, custom colors, and marine grade paint.

#### Service Tag

Each individual luminaire is uniquely identifiable, thanks to the Service tag application. With a simple scan of a QR code, placed on the inside of the mast door, you gain instant access to the luminaire configuration, making installation and maintenance operations faster and easier, no matter what stage of the luminaire's lifetime. Just download the APP and register your product right away. For more details visit: [signify.com](http://signify.com)

#### Warranty

OptiForm luminaires feature a 5-year limited warranty. See [signify.com/warranties](http://signify.com/warranties) for complete details and exclusions.



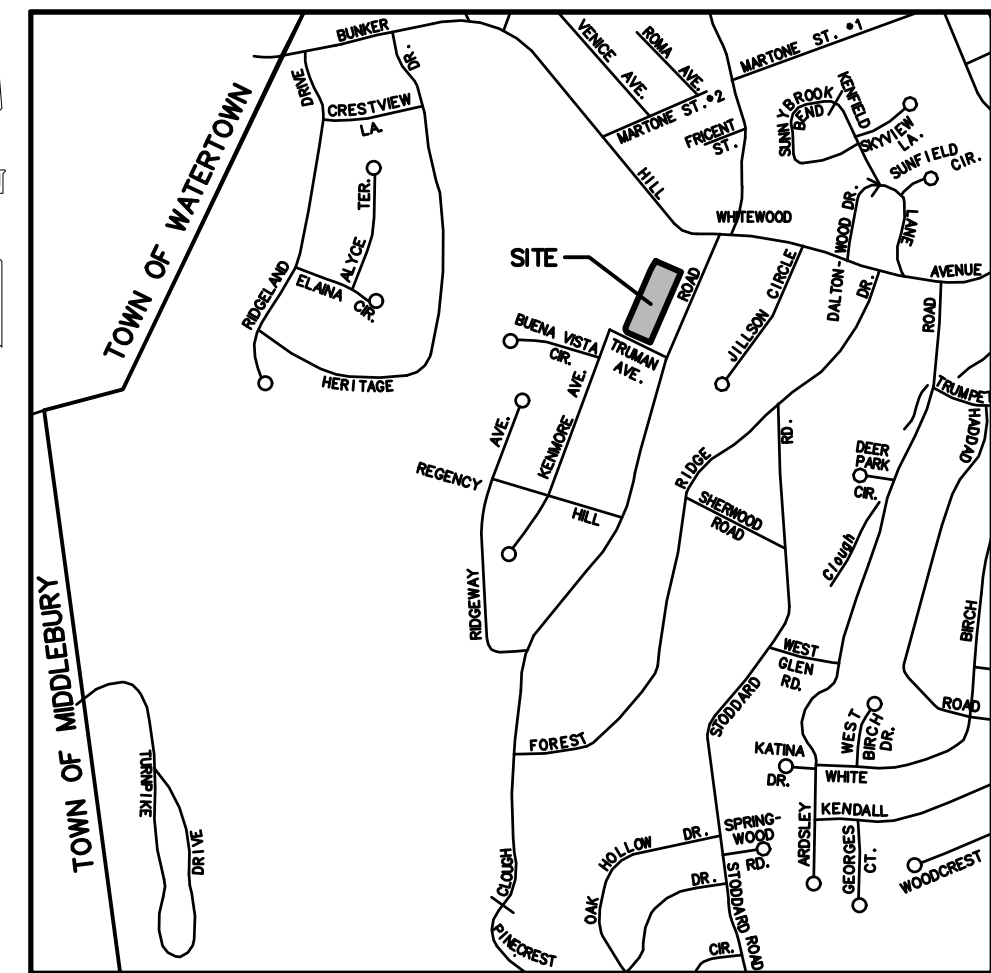


PROJECT: "CARRINGTON LEARNING PARK" AT CARRINGTON ELEMENTARY SCHOOL, WATERBURY, CT. PREPARED BY: SLR CONSULTING, LLC. DATE: 10/10/2023. SCALE: 1" = 1000'. SHEET: 1 OF 1.

# CARRINGTON LEARNING PARK AT CARRINGTON ELEMENTARY SCHOOL

KENMORE AVENUE & TRUMAN AVE  
WATERBURY, CONNECTICUT  
SLR #11014.00091, BID #7750

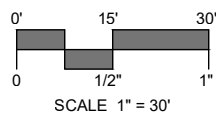
FINAL CONSTRUCTION DOCUMENTS  
JUNE 10, 2023



LOCATION MAP:



PROJECT RENDERING:



PLAYGROUND COMPONENT RENDERINGS

## PREPARED FOR:

THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION &  
CARRINGTON ELEMENTARY SCHOOL  
KENMORE AVENUE  
WATERBURY, CONNECTICUT

## PREPARED BY:

**SLR**  
99 REALTY DRIVE  
CHESHIRE, CT 06410  
203.271.1773  
SLRCONSULTING.COM

**SG ENGINEERING LLC**  
56 FOXCROFT COURT  
SOUTHTON, CT 06489  
203.215.9448  
SGE@SGDESIGN.COM

**APEX**  
LIGHTING SOLUTIONS  
20-30 BEAVER RD.  
WETHERFIELD, CT 06109  
860.632.8766  
APEXLTG.COM

## LIST OF DRAWINGS

NO.	NAME	TITLE
01	--	TITLE SHEET
02	IN-1	INDEX & NOTES
03	EX-1	SITE PLAN - EXISTING CONDITIONS AND REMOVALS
04	SP-1	SITE PLAN - MATERIALS
05	LP-1	SITE PLAN - LANDSCAPING
06	GU-1	SITE PLAN - GRADING AND UTILITIES
07	ES-0	ELECTRICAL - SPECIFICATIONS & NOTES
08	ES-1	ELECTRICAL - DETAILS & SCHEDULE
09	ES-2	ELECTRICAL - SITE PLAN & ENLARGEMENTS
10	PH-1	SITE LIGHTING - PHOTOMETRIC CALCULATION
11	CL-1	CONSTRUCTION LAYOUT - ENLARGEMENT ACTIVITY AREA
12	CL-2	CONSTRUCTION LAYOUT - ENLARGEMENT ACCESSIBLE CROSSWALK
13	CL-3	CONSTRUCTION LAYOUT - TRAIL LOOP
14	PG-1	PLAYGROUND MANUFACTURER'S PLAN
15	STR-1	RETAINING WALL - STRUCTURAL PLAN, ELEVATION, & DETAILS
16	STR-2	TIMBER OVERLOOK - STRUCTURAL PLAN, ELEVATIONS, NOTES & DETAILS
17	STR-3	TIMBER OVERLOOK - STRUCTURAL PLAN, ELEVATIONS, NOTES & DETAILS 2
18	STR-4	CONCRETE FOUNDATIONS - STRUCTURAL DETAILS
19	RR-1	RESTROOM PLAN, NOTES & DETAILS
20	RR-2	RESTROOM ELEVATIONS
21	STR-5	RESTROOM BUILDING - STRUCTURAL PLAN, ELEVATIONS, NOTES & DETAILS
22	IR-1	IRRIGATION PLAN & NOTES - ADD ALTERNATE #1
23	IR-2	IRRIGATION DETAILS - ADD ALTERNATE #1
24	IR-3	IRRIGATION SPECIFICATIONS 1 - ADD ALTERNATE #1
25	IR-4	IRRIGATION SPECIFICATIONS 2 - ADD ALTERNATE #1
26	SE-1	SEDIMENT & EROSION NOTES & DETAILS
27	SD-1	SITE DETAILS - 1
28	SD-2	SITE DETAILS - 2
29	SD-3	SITE DETAILS - 3
30	SD-4	SITE DETAILS - 4
31	SD-5	SITE DETAILS - 5
32	SD-6	SITE DETAILS - 6
33	SS-1	SURVEY

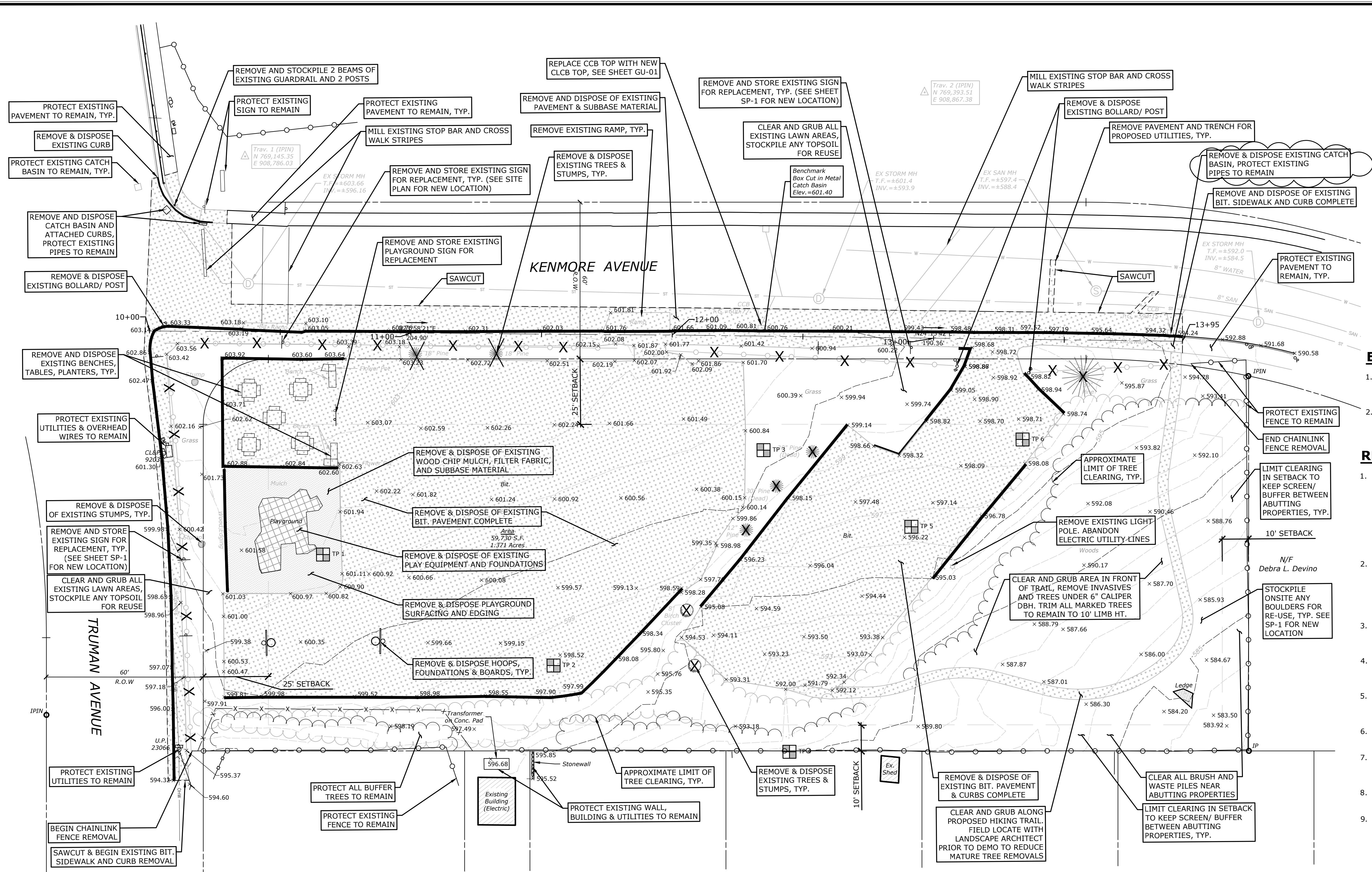


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- ## PLAYGROUND EQUIPMENT NOTES

- [illegible]



**EXISTING CONDITIONS NOTES:**

- NO SURVEY FOR WEST SIDE OF KENMORE AVE. **FIELD LOCATE** ALL WORK TO MEET EXISTING GRADE AND PROVIDE ADA REQUIRED SLOPE & DIMENSIONS
- TREES TO REMAIN WILL BE MARKED. TAKE CARE WHILE CLEARING & GRUBBING TO NOT DISTURB ROOTS.

**REMOVALS NOTES:**

- INFORMATION REGARDING THE LOCATION OF EXISTING UTILITIES HAS BEEN BASED UPON AVAILABLE INFORMATION AND MAY BE INCOMPLETE, AND WHERE SHOWN SHOULD BE CONSIDERED APPROXIMATE. THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE CONFIRMED PRIOR TO BEGINNING CONSTRUCTION. CALL "CALL BEFORE YOU DIG", DIAL 811 OR GO TO WWW.CBYD.COM. ALL UTILITY LOCATIONS THAT DO NOT MATCH THE VERTICAL OR HORIZONTAL CONTROL SHOWN ON THE PLANS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION.
- INFORMATION SHOWN ON THIS DRAWING IS TO BE USED FOR REFERENCE ONLY. THE LOCATION, SIZE AND ELEVATIONS OF UTILITIES AND STRUCTURES AND THE NATURE OF THEIR CONTENTS SHALL BE CONFIRMED IN THE FIELD PRIOR TO DEMOLITION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO DEMOLITION.
- THE INTENT OF THIS DRAWING IS TO IDENTIFY SPECIFIC DEMOLITIONS. HOWEVER, THE GRAPHIC LEGEND MAY NOT BE A COMPREHENSIVE LIST OF ALL SITE REMOVALS.
- ALL UNDERGROUND UTILITIES NOT SHOWN TO BE REMOVED SHALL HAVE SERVICE MAINTAINED AND SHALL BE PROTECTED DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE TO OBTAIN PERMITS REQUIRED AND COMPLY WITH ALL REGULATIONS IN THE DEMOLITION AND REMOVAL OF THE DESIGNATED STRUCTURES.
- INSTALL ALL SEDIMENT AND EROSION CONTROLS PRIOR TO BEGINNING DEMOLITION WORK. SEE SHEET **GU-1**.
- ANY MATERIALS UNCOVERED BY CONSTRUCTION, DEEMED UNSUITABLE BY THE ENGINEER, SHALL BE DISPOSED OF OFF-SITE IN CONFORMANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.
- CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS AND FEES ASSOCIATED WITH THE HANDLING AND DISPOSAL OF ALL MATERIALS.
- ALL VEGETATION WITHIN THE PROJECT LIMITS TO BE CLEARED AND GRUBBED UNLESS NOTED OTHERWISE. ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED FROM IMPACT AND ROOT SOIL COMPACTION DURING CONSTRUCTION.

**ABBREVIATIONS**

TYP.	TYPICAL
CCB	CURBED CATCH BASIN
BIT.	BITUMINOUS
CONC.	CONCRETE
TP	TEST PIT
R.O.W	RIGHT OF WAY
ELEV.	ELEVATION
SAN	SANITARY
T.F	TOP FRAME
INV.	INVERT
CL&P	CONNECTICUT LIGHT & POWER
SF	SQUARE FOOT
U.P	UTILITY POLE
TR	TRAVERSE
N/F	NOW OR FORMERLY
EX	EXISTING

**REMOVALS LEGEND**

	REMOVE AND DISPOSE OF EXISTING PLAY EQUIPMENT REMOVE FOUNDATIONS IF FOUND
	REMOVE & DISPOSE OF BITUMINOUS CONCRETE
	REMOVE AND DISPOSE OF EXISTING WOOD MULCH TO FULL DEPTH
	BITUMINOUS CONC. CURB REMOVAL
	REMOVE CHAINLINK FENCE
	TREE PROTECTION
	SAW CUT LIMIT
	TEST PIT LOCATION (SEE SPECIFICATIONS FOR INFO)
	TREE REMOVAL

**EXISTING LEGEND**

	APPROXIMATE PROPERTY LINE
	WOOD FENCE
	CHAIN LINK FENCE
	OVER HEAD WIRE
	MINOR CONTOUR
	MAJOR CONTOUR
	STORM PIPE
	SANITARY PIPE
	WATER MAIN
	CATCH BASIN
	GATE POST
	POST
	BOLLARD
	UTILITY POLE
	GUY WIRE
	ELECTRIC METER
	SIGN
	LIGHT
	IRON PIPE FOUND
	IRON PIN FOUND
	STORM DRAIN MANHOLE
	SEWER MANHOLE
	EXISTING SPOT GRADE

0 10' 20'

99 REALTY DRIVE  
203.271.1773  
SLRCONSULTING.COM

DESCRIPTION	DATE	BY
BID CONSTRUCTION DOCUMENTS	6/10/23	CJP

**SITE PLAN - EXISTING CONDITIONS AND REMOVALS**

**CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL**

**KENMORE AVENUE  
WATERBURY, CONNECTICUT**

CP	CP	JH
DESIGNED	DRAWN	CHECKED

SCALE: **1"=20'**

DATE: **JUNE 10, 2023**

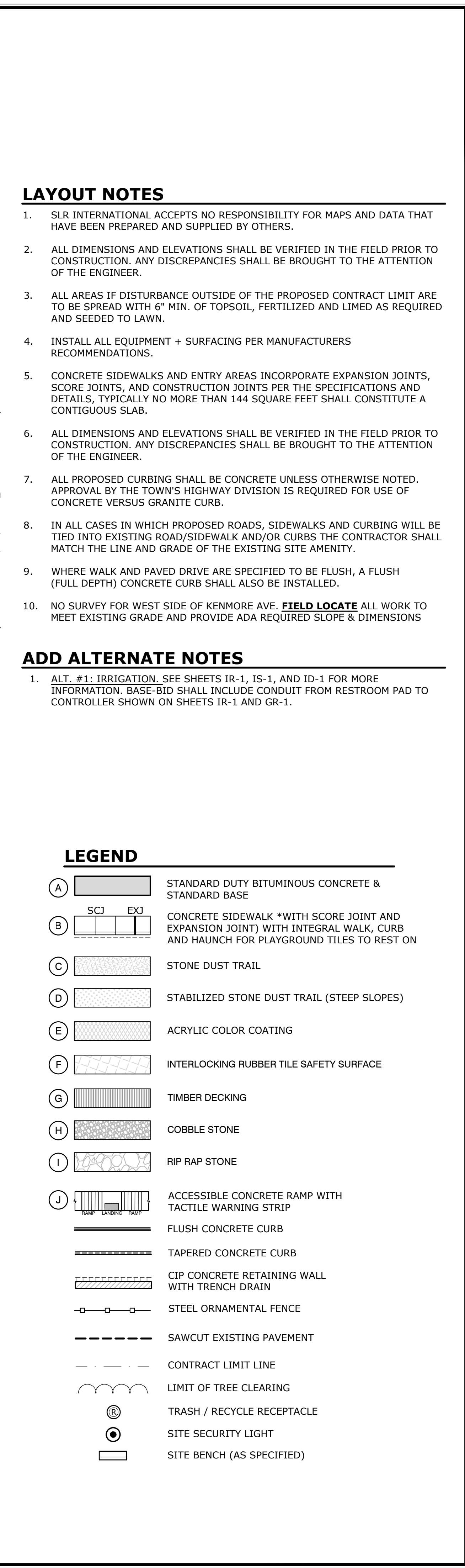
PROJECT NO.: **11014.00091**

SHEET NO.: **03 OF 33**

**EX-1**

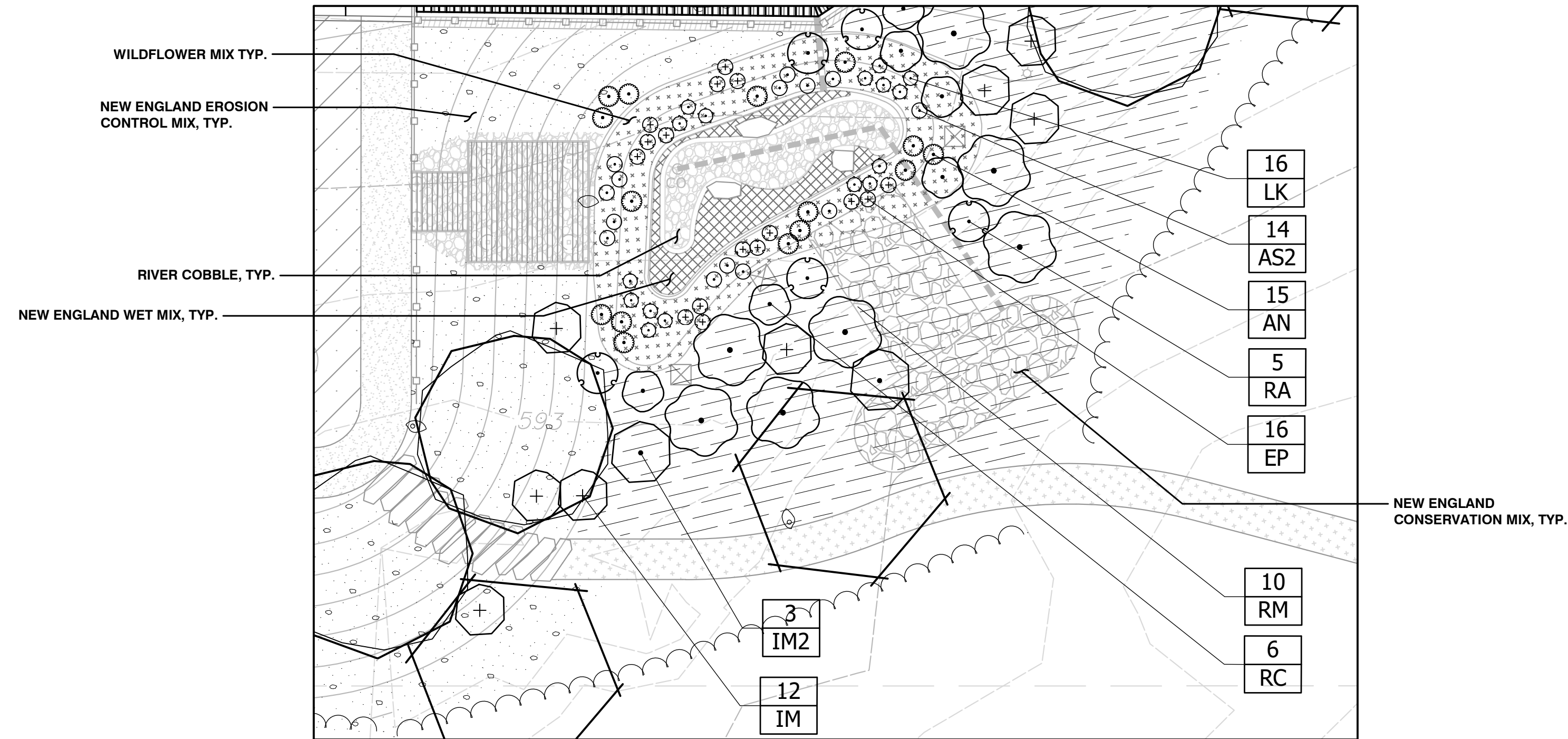
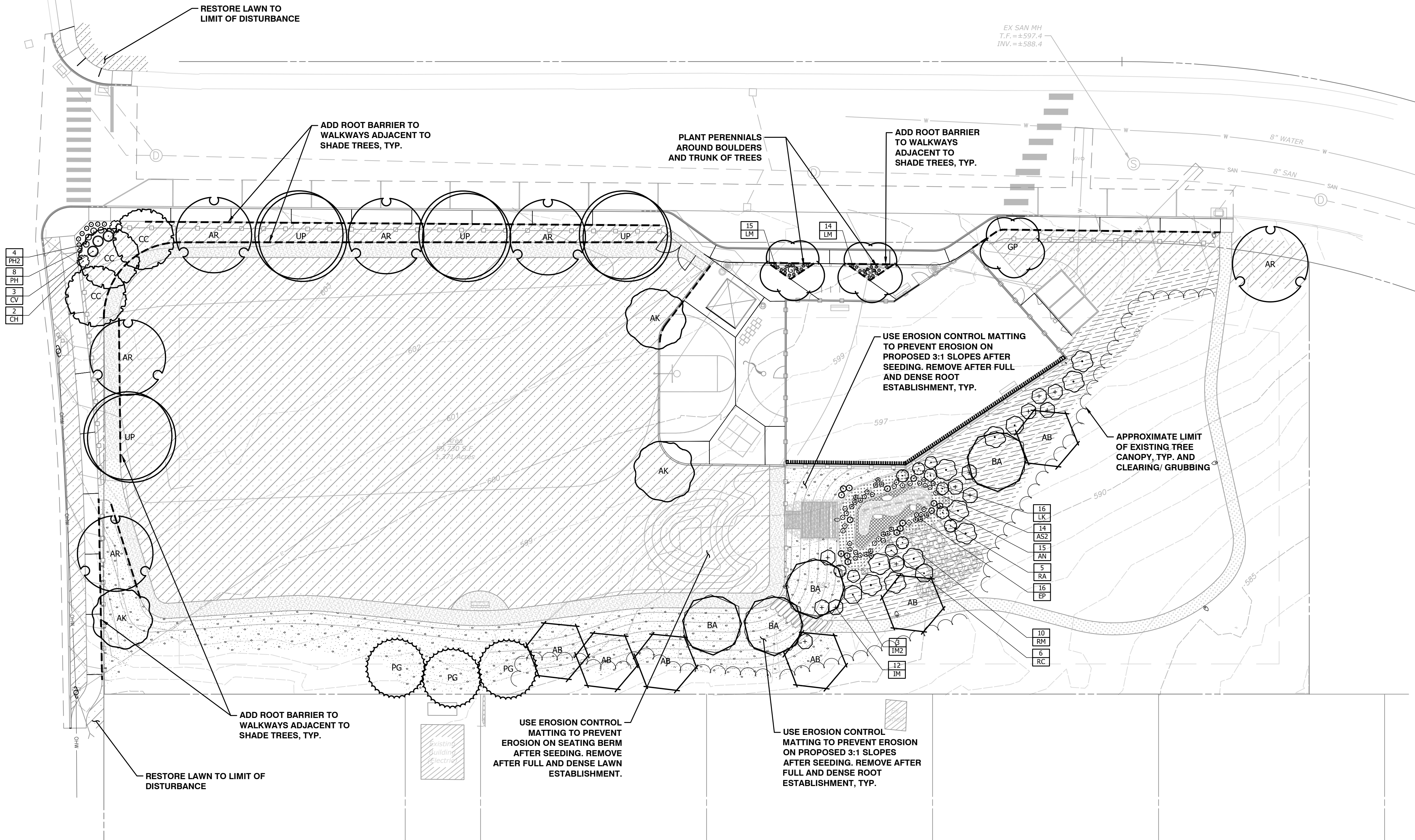
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ENLARGEMENT: STORMWATER / WATER QUALITY EDUCATIONAL AREA

SCALE: 1"=10'

## SEED MIX LEGEND

	NEW ENGLAND EROSION CONTROL/ RESTORATION MIX- (TRIM 1X YEAR) AS PROVIDED BY NEW ENGLAND WETLAND PLANTS, AMHERST, MA - OR APPROVED EQUIVALENT APPLICATION RATE: 1 LB / 1250 SF	5,300 sf
	NEW ENGLAND CONSERVATION MIX - (TRIM OR MOW 2X YEAR) AS PROVIDED BY NEW ENGLAND WETLAND PLANTS, AMHERST, MA - OR APPROVED EQUIVALENT APPLICATION RATE: 1 LB / 1900 SF	3,200 sf
	SEED TO LAWN MIX- (MOW WEEKLY) KENTUCKY BLUE GRASS (40%), RYE (30%), FINE & RED FESCUE MIX (30%) OR APPROVED EQUIVALENT APPLICATION RATE: 5 LB / 1000 SF	24,000 SF

NEW ENGLAND EROSION CONTROL/ RESTORATION MIX  
Species: Canada Wild Rye (Elymus canadensis), Creeping Red Fescue (Festuca rubra), Annual Ryegrass (Lolium multiflorum), Perennial Ryegrass (Lolium perenne), Switchgrass (Panicum virgatum), Little Bluestem (Schizachyrium scoparium), Sorghastrum nutans (Indian Grass)

NEW ENGLAND WILDLIFE/CONSERVATION MIX:  
Species: Big Bluestem (Andropogon gerardii), Switchgrass (Panicum virgatum), Little Bluestem (Schizachyrium scoparium), Virginia Wild Rye (Elymus virginicus), Partridge Pea (Chamaecrista fasciculata), Common Milkweed (Asclepias syriaca), Showy Tick-Trefoil (Desmodium canadense), New England Aster (Aster novae-angliae), Spotted Joe Pye Weed (Eupatorium maculatum), Grass Leaved Goldenrod (Euthamia graminifolia), Creeping Red Fescue (Festuca rubra), Ox Eye Sunflower (Helopsis helianthoides), Deer Tongue (Panicum clandestinum), Tall/Green Headed Coneflower (Rudbeckia laciniata), Early Goldenrod (Solidago juncea), Indian Grass (Sorghastrum nutans)

## WATER QUALITY AREA SEED MIX LEGEND

	WILDFLOWER SEED MIX - (TRIM 1X YEAR) AS PROVIDED BY NEW ENGLAND WETLAND PLANTS, AMHERST, MA - OR APPROVED EQUIVALENT APPLICATION RATE: 1 LB / 1900 SF	500 sf
	NEW ENGLAND WETMIX - (TRIM 1X YEAR) AS PROVIDED BY NEW ENGLAND WETLAND PLANTS, AMHERST, MA - OR APPROVED EQUIVALENT APPLICATION RATE: 1 LB / 2500 SF	100 SF

WILDFLOWER SEED MIX:  
Species: Little Bluestem (Schizachyrium scoparium), Partridge Pea (Chamaecrista fasciculata), Sorghastrum nutans (Indian Grass), Canada Wild Rye (Elymus canadensis), Creeping Red Fescue (Festuca rubra), Riverbank Wild Rye (Elymus riparius), Ox Eye Sunflower (Helopsis helianthoides), Lance Leaved Coreopsis (Coreopsis lanceolata), Black Eyed Susan (Rudbeckia hirta), Spiked Gayfeather (Liatris spicata), Common Milkweed (Asclepias syriaca), New York Ironweed (Veronica novemboracensis), New York Aster (Aster novi-belgii), Purple Joe Pye Weed (Eupatorium purpureum), Butterfly Milkweed (Asclepias tuberosa), Early Goldenrod (Solidago juncea), Boneset (Eupatorium perfoliatum),

NEW ENGLAND WETMIX:  
Species: Mud Plantain (Aislma plantago-aquatica), Swamp Milkweed (Asclepias incarnata), New York Aster (Aster novi-belgii), Nodding Bur Marigold (Bidens cernua), Bristly/Cosmos Sedge (Carex cosmosa), Fringed Sedge (Nodding) (Carex crinita), Hop Sedge (Carex lupulina), Lurid Sedge (Shallow) (Carex lurida), Blunt Broom Sedge (Carex scoparia), Fox Sedge (Carex vulpinoidea), Spotted Joe Pye weed (Eupatorium maculatum), Boneset (Eupatorium perfoliatum), Rattlesnake Grass (Glyceria canadensis), Fowl Mannagrass (Glyceria striata), Soft Rush (Juncus effusus), Square Stemmed Monkey Flower (Mimulus ringens), Sensitive Fern (Onoclea sensibilis), Green Bulrush (Scirpus atrovirens), Wool Grass (Scirpus cyperus), Soft-Stem Bulrush (Shoenoplectus tabernaemontani) (ex- S. validus), Blue Vervain (Verbena hastata)

## LEGEND

----- ROOT CONTROL BARRIER

## PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	CONT.	COMMENTS	QTY
AR	Acer rubrum 'Autumn Radiance'	Autumn Radiance Red Maple	2.5"-3.0" Cal.	B&B	6" MIN. BRANCHING HT.	6
AK	Acer rubrum 'Karpick'	Karpick Red Maple	2.5"-3.0" Cal.			3
BA	Betula nigra 'Heritage'	Heritage River Birch Multi-Stem	2.5"-3.0" Cal.	B & B	MULTI-STEM	4
CC	Cornus florida 'Cherokee Brave'	Cherokee Brave Dogwood	2"-2.5" Cal.		SINGLESTEM	3
GP	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Maidenhair Tree	2.5"-3.0" Cal.	B & B	6" MIN. BRANCHING HT.	3
UP	Ulmus americana 'Princeton'	Princeton American Elm	2.5"-3.0" Cal.	B & B		4
EVERGREENS	BOTANICAL NAME	COMMON NAME	SIZE	CONT.	COMMENTS	QTY
AB	Abies balsamea	Balsam Fir	5' / 6' HT.	B & B		6
PG	Picea glauca	White Spruce	5' / 6' HT.	B & B		3
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	CONT.	COMMENTS	QTY
AS2	Asclepias syriaca	Common Milkweed	#1			14
AN	Aster novae-angliae	New England Aster	#1			15
CH	Clethra alnifolia 'Hummingbird'	Hummingbird Summersweet	18"-24" HT.		FULL & DENSE	2
CV	Cornus alba 'Variegata'	Dwarf Variegated Tatarian Dogwood	#3		FULL & DENSE	3
EP	Echinacea purpurea	Coneflower	#1			16
IM2	Ilex verticillata 'Male'	Male Winterberry	#3		MALE POLLINATOR	3
IM	Ilex verticillata 'Maryland Beauty'	Maryland Beauty Winterberry	#3		FULL & DENSE	12
LK	Liatris spicata 'Kobold'	Kobold Blazing Star	#1			16
LM	Liriope muscari	Lilyturf	#1			29
PH2	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	#1			4
PH	Pennisetum alopecuroides 'Hameln'	Hameln Fountain Grass	#1			8
RA	Rhododendron atlanticum	Coast Azalea	#3		FULL & DENSE	5
RC	Rhododendron calendulaceum	Flame Azalea	#3		FULL & DENSE	6
RM	Rhododendron maximum	Rosebay Rhododendron	#5		FULL & DENSE	10

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DESCRIPTION	DATE	BY

**SITE PLAN - LANDSCAPING**

**CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL**

**KENMORE AVENUE  
WATERBURY, CONNECTICUT**

CP	JW	JH
DESIGNED	DRAWN	CHECKED

SCALE: AS SHOWN

DATE: JUNE 10, 2023

PROJECT NO: 11014.00091

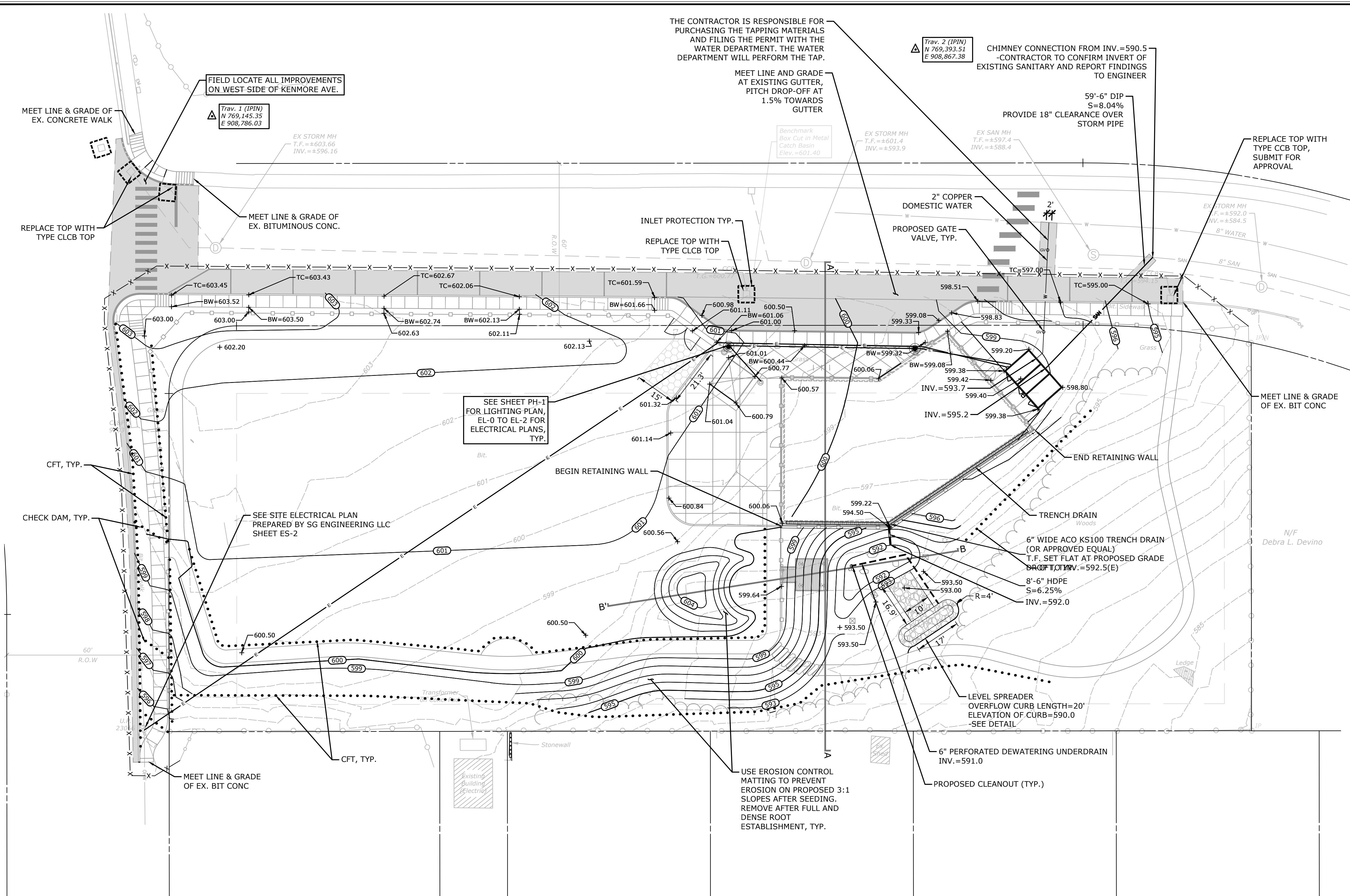
SHEET NO: 05 OF 33

**LP-1**

SHEET NAME



PROJECT NO. 11014.00091  
SHEET NO. 06 OF 33  
DATE: JUNE 10, 2023  
DRAWN BY: JW  
CHECKED BY: JH  
DESIGNED BY: CP



**SEDIMENT & EROSION LEGEND:**

- ..... COMPOST FILTER TUBE (CFT)
- (AS NOTED) EROSION CONTROL MAT
- X-X-X- TEMPORARY CONSTRUCTION FENCE/TREE PROTECTION
- [Pattern] CONSTRUCTION ENTRANCE PAD
- [Symbol] INLET PROTECTION (IP)

**GRADING LEGEND:**

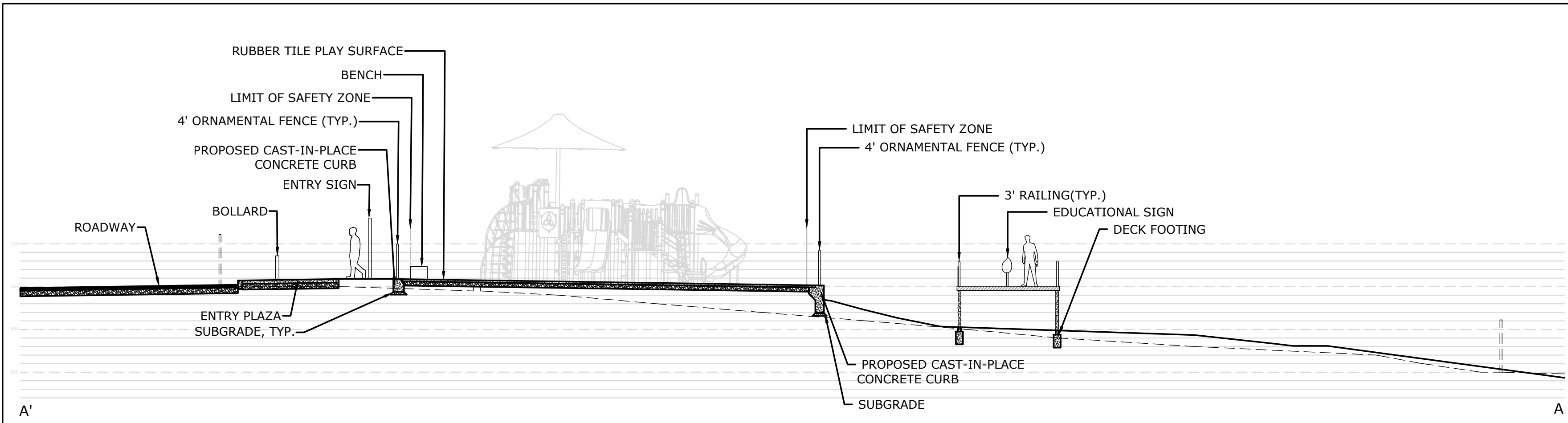
- X 291.15 EXISTING SPOT ELEVATION
- + 473.5 PROPOSED SPOT ELEVATION
- 70- EXISTING CONTOUR
- (124) PROPOSED CONTOUR
- == TRENCH DRAIN

**ABBREVIATIONS**

TYP.	TYPICAL
CCB	CURBED CATCH BASIN
CLCB	CURBLESS CATCH BASIN
BIT.	BITUMINOUS
CONC.	CONCRETE
TP	TEST PIT
R.O.W	RIGHT OF WAY
ELEV.	ELEVATION
SAN	SANITARY
CL&P	CITY LIGHT & POWER
EX.	EXISTING
MH	MANHOLE
T.F	TOP FRAME
INV.	INVERT
T.C/ B.C	TOP CURB/ BOTTOM OF CURB
B.W	BOTTOM WALK
N/F	NOW OR FORMERLY
DIP	DUCTILE IRON PIPE

**GRADING NOTES:**

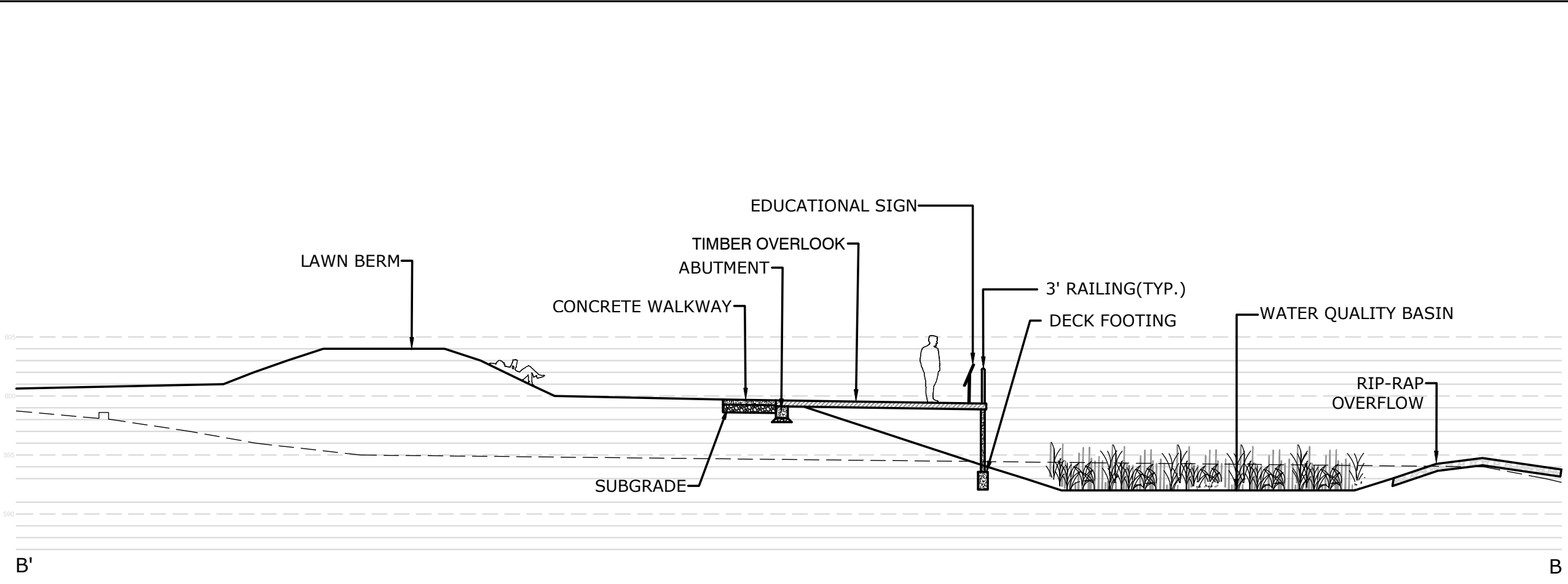
- ACCESSIBLE ROUTE SLOPES SHALL BE 1:20 (5%) OR LESS AND THE CROSS SLOPES SHALL NOT EXCEED 1:50 (2%). CHANGES IN LEVELS SHALL NOT BE GREATER THAN 1/2 INCH, AND SLOPES SHALL NOT BE GREATER THAN 1:20 UNLESS RAMPS OR LIFTS ARE PROVIDED.
- THE PLAYGROUND EQUIPMENT MUST BE INSTALLED ON A SLOPE OF 2% MAXIMUM AND 0.5% MINIMUM.
- IN ALL CASES IN WHICH PROPOSED ROADS, SIDEWALKS AND CURBING WILL BE TIED INTO EXISTING ROAD/SIDEWALK AND/OR CURBS THE CONTRACTOR SHALL MATCH THE LINE AND GRADE OF THE EXISTING SITE.
- MANUFACTURER IS RESPONSIBLE FOR PROVIDING EQUIPMENTS THAT MEETS ALL ACCESSIBILITY REQUIREMENTS FOR PLAYGROUND COMPONENTS.
- SECTIONS SHOWN ARE FOR REFERENCE ONLY. SEE PLANS FOR EXACT LAYOUT, MEASUREMENTS, AND ELEVATIONS.
- FIELD LOCATE THE IMPROVEMENTS ON W. SIDE OF KENMORE AVE.



**SECTION A:**

SCALE: 1" = 10'

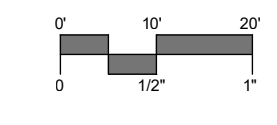
NOTE: SECTION IS FOR INFORMATIONAL PURPOSES ONLY. NOT FOR CONSTRUCTION



**SECTION B:**

SCALE: 1" = 10'

NOTE: SECTION IS FOR INFORMATIONAL PURPOSES ONLY. NOT FOR CONSTRUCTION



DESCRIPTION	DATE	BY
BID CONSTRUCTION DOCUMENTS	6/10/23	CJP

**SITE PLAN - GRADING AND UTILITIES**  
**CARRINGTON LEARNING PARK**  
**AT CARRINGTON ELEMENTARY SCHOOL**  
**KENMORE AVENUE**  
**WATERBURY, CONNECTICUT**

CP	JW	JH
DESIGNED	DRAWN	CHECKED
SCALE: AS SHOWN		
DATE: JUNE 10, 2023		
PROJECT NO. 11014.00091		
SHEET NO. 06 OF 33		

**GU-1**

SHEET NAME



ELECTRICAL GENERAL NOTES	
1. UNLESS OTHERWISE INDICATED, FURNISH AND INSTALL A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM INCLUDING ALL NECESSARY MATERIAL, LABOR, AND EQUIPMENT.	
2. ELECTRICAL PLANS AND DETAILS SHOW THE GENERAL LOCATION AND ARRANGEMENT OF THE ELECTRICAL SYSTEM. THEY ARE DIAGRAMMATIC AND DO NOT SHOW ALL CONDUIT BODIES, CONNECTORS, BENDS, FITTINGS, HANGERS, AND ADDITIONAL PULL AND JUNCTION BOXES WHICH THE CONTRACTOR MUST PROVIDE TO COMPLETE THE ELECTRICAL SYSTEM.	
3. ALL EQUIPMENT AND MATERIAL SHALL BE LABELED AND LISTED, AND INSTALLED IN ACCORDANCE WITH THEIR LISTING.	
4. OBTAIN ALL REQUIRED PERMITS AND ARRANGE FOR ALL REQUIRED INSPECTIONS IN ACCORDANCE WITH STATE GOVERNING AUTHORITIES.	
5. ALL WORK SHALL BE DONE WITH LICENSED WORKERS IN ACCORDANCE WITH STATE GOVERNING AUTHORITY.	
6. THE DEFINITION OF ELECTRICAL TERMS USED SHALL BE AS DEFINED IN THE NATIONAL ELECTRICAL CODE, 2020 EDITION.	
7. THE TERM "INDICATED" SHALL MEAN "AS SHOWN ON CONTRACT DOCUMENTS (SPECIFICATIONS, DRAWINGS, AND RELATED ATTACHMENTS)".	
8. THE TERM "SIZE" SHALL MEAN ONE OR MORE OF THE FOLLOWING: "LENGTH, CURRENT AND VOLTAGE RATING, NUMBER OF POLES, NEMA SIZE, AND OTHER SIMILAR ELECTRICAL CHARACTERISTICS".	
9. COORDINATE ELECTRICAL WORK WITH OWNER.	
10. COORDINATE ELECTRICAL WORK WITH OTHER DIVISIONS OF THIS PROJECT.	
11. BEFORE SELECTING MATERIAL AND EQUIPMENT, AND PROCEEDING WITH WORK, INSPECT AREAS WHERE MATERIAL AND EQUIPMENT ARE TO BE INSTALLED TO INSURE SUITABILITY, AND CHECK NEEDED SPACE FOR REPLACEMENT, CLEARANCES AND INTERCONNECTIONS.	
12. BEFORE CUTTING OR DRILLING INTO BUILDING ELEMENTS INSPECT AND LAYOUT WORK TO AVOID DAMAGING STRUCTURAL ELEMENTS AND BUILDING UTILITIES.	
13. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 2020 EDITION.	
14. ALL EXPOSED CONDUIT SHALL BE PAINTED TO MATCH MOUNTING SURFACE COLOR.	

ABBREVIATIONS	
ABBREVIATIONS	DESCRIPTION
A	AMPERES
AC	ALTERNATING CURRENT (60 HZ)
A/C	AIR CONDITIONING
ADA	AMERICANS WITH DISABILITIES ACT
AFCI	ARC FAULT CIRCUIT INTERRUPTER
AFV	ABOVE FINISHED FLOOR
ATS	AUTOMATIC TRANSFER SWITCH
AUX	AUXILIARY
AWG	AMERICAN WIRE GAUGE
BF	BALLAST FACTOR
BR	BRANCH
C	CONDUIT
CB	CIRCUIT BREAKER
CT	CURRENT TRANSFORMER
CU	COPPER
D	DISHWASHER
DISC	DISCONNECT
DW	DISHWASHER
DWG	DRAWING
DWU	DISTILLED WATER UNIT
E	EXISTING TO REMAIN
EMT	ELECTRICAL METALLIC TUBING
EQ/ETR	EXISTING EQUIPMENT TO REMAIN
FDR	FEEDER
FL	FLOOR
FT	FEET
GFCI/GFI	GROUND-FAULT CIRCUIT-INTERRUPTER
GFE	GROUND-FAULT CIRCUIT EQUIPMENT BREAKER
GFP	GROUND-FAULT PROTECTION
GRD	GROUND
H	HEAT DETECTOR
HD	HAND-HOLE
HP	HORSEPOWER
IG	INSULATED GROUND
IM	ICE MAKER
IMP	IMPEDANCE
IN	INCHES
J	JUNCTION
KA	KILO AMPERE
Kmilis	THOUSAND CIRCUIT MILLS
KV	KILOVOLT
KW	KILO VOLT-AMPERE
lm	KILOWATT
LP	LIGHTING PANELBOARD
LTG	LIGHTING
M	METER
MC	MOTOR CONTROLLER
MCB	MAIN CIRCUIT BREAKER
MCC/MCB	MOLDED CASE CIRCUIT BREAKER
MCS	MOTOR-CIRCUIT SWITCH
MDP	MAIN DISTRIBUTION PANELBOARD
MH	MANHOLE
MLO	MAIN LUG ONLY
MW	MICROWAVE OVEN
N/A	NOT APPLICABLE
NEC	NATIONAL ELECTRIC CODE
NECA	NATIONAL ELECTRICAL CONTRACTORS ASSOC.
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
NEUT	NEUTRAL
NF	NOFUSED
NIC	NOT IN CONTRACT
NL	NEW LOCATION OF RELOCATED ITEM
N.T.S.	NOT TO SCALE
OC	OVERCURRENT
P	POLE
PA	PUBLIC ADDRESS
PB	PULL BOX
PC	PHOTO CELL
PH	PHASE
PNL	PANELBOARD
PRI	PRIMARY
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
PWR	POWER
R	REMAIN
RE	REMOVE EXISTING ITEM
RECP/T	RECEPTACLE
RGS	RIGID GALVANIZED STEEL CONDUIT
RL	RELOCATE EXISTING ITEM
RM	ROOM
RNC	RIGID NONMETALLIC CONDUIT
REF	REFRIGERATOR
RSC	RIGID STEEL CONDUIT
RT	RAINTIGHT
S	SMOKE DETECTOR
SC	SERVICE CONDUCTORS
SCHD	SCHEDULE
SCR	SHORT-CIRCUIT RATING
SD	SERVICE DROP
SE	SERVICE EQUIPMENT
SEC	SECONDARY
ST	STUNT TRIP
SURF	SURFACE
SV	SOLENOID VALVE
SW	SWITCH
SYM	SYMMETRICAL
SYMB	SYMBOL
TC	TIME CONTROLLER
TEL	TELEPHONE
TV	TELEVISION
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITER'S LABORATORY
U.O.N.	UNLESS OTHERWISE NOTED
UTIL	UTILITY
UVR	UNDER VOLTAGE RELEASE
V	VOLTS
VA	VOLT-AMPERES
W	WATTS
WG	WIRE GUARD
WP	WALL PHONE OR WEATHERPROOF
WT	WEIGHT IN POUNDS
WT	WATERTIGHT
X	REMOVE
XFMR	TRANSFORMER
%	PERCENT
NUMBER	NUMBER
'	FEET
"	INCHES

ELECTRICAL SPECIFICATIONS	
PART 1 - GENERAL PROVISIONS FOR ELECTRICAL WORK	
REFERENCES	
THIS SECTION COVERS THE GENERAL REQUIREMENTS FOR ELECTRICAL WORK. EXAMINE ALL CONTRACT DRAWINGS AND ALL OTHER SECTIONS OF THE SPECIFICATIONS FOR ADDITIONAL WORK RELATED TO THE WORK OF THIS DIVISION.	
DEFINITIONS	
'PROVIDE' - TO FURNISH, INSTALL AND CONNECT UP COMPLETE AND READY FOR SAFE AND REGULAR OPERATION OF PARTICULAR WORK REFERRED TO UNLESS SPECIFICALLY OTHERWISE NOTED.	
'INSTALL' - TO ERECT, MOUNT AND CONNECT COMPLETE WITH RELATED ACCESSORIES.	
'WORK' - LABOR, MATERIALS, EQUIPMENT, APPARATUS, CONTROLS, ACCESSORIES AND OTHER ITEMS REQUIRED FOR PROPER AND COMPLETE INSTALLATION.	
'WIRING' - RACEWAY, FITTINGS, WIRE, BOXES, MOUNTING HARDWARE AND RELATED ITEMS.	
'CONCEALED' - EMBEDDED IN MASONRY OR OTHER CONSTRUCTION CAVITY, INSTALLED IN FURRED SPACES, WITHIN DOUBLE PARTITIONS OR HUNG CEILINGS.	
'SIMILAR' OR 'EQUAL' - EQUAL MATERIALS, WEIGHT, SIZE, DESIGN AND EFFICIENCY OF SPECIFIED PRODUCT.	
'CONTRACTOR' - THE ELECTRICAL CONTRACTOR.	
'NOTED' - AS INDICATED ON THE DRAWINGS AND/OR SPECIFICATIONS.	
SCOPE	
THIS WORK SHALL CONSIST OF THE FURNISHINGS OF ALL LABOR, MATERIALS AND SERVICES REQUIRED COMPLETE, READY FOR CORRECT OPERATION FOR ALL ELECTRICAL WORK CALL FOR BY THE ACCOMPANYING DRAWINGS AND SPECIFICATIONS. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, STATE AND LOCAL CODES.	
THE DATA INDICATED IN THESE DRAWINGS AND SPECIFICATIONS ARE AS EXACT AS COULD BE SECURED, BUT THEIR ABSOLUTE ACCURACY IS NOT GUARANTEED. DO NOT SCALE DRAWINGS. EXACT LOCATIONS, DISTANCES, LEVELS AND OTHER CONDITIONS WILL BE GOVERNED BY THE BUILDING, USE THE DRAWINGS AND SPECIFICATIONS FOR GUIDANCE AND SECURE THE ENGINEER'S APPROVAL OF CHANGES IN LOCATIONS. CIRCUITS, WHERE SHOWN ON AN ELECTRICAL DRAWINGS, ARE SO INDICATED PRIMARILY FOR THE PURPOSE OF INDICATING THE GENERAL CIRCUIT PLAN AND DO NOT NECESSARILY INDICATE THE EXACT LOCATION OF ROUTING OF THE RACEWAYS UNLESS SPECIFICALLY INDICATED. CIRCUITS SHALL BE RUN IN SUIT CONDITIONS CONSIDERING STRUCTURAL FEATURES, OTHER TRADES, CONSTRUCTION METHODS AND GOOD INSTALLATION PRACTICE.	
BEFORE SUBMITTING A BID, THE CONTRACTOR SHALL VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH ALL EXISTING CONDITIONS UNDER WHICH THE WORK AND WORK OF OTHER TRADES WILL BE INSTALLED. THIS CONTRACT INCLUDES ALL NECESSARY OFFSETS, TRANSITIONS, MODIFICATIONS AND RELOCATION REQUIRED TO INSTALL ALL NEW EQUIPMENT IN NEW OR EXISTING SPACES. CONTRACTOR SHALL INCLUDE ANY MODIFICATIONS REQUIRED IN EXISTING ELECTRICAL EQUIPMENT FOR INSTALLATION OF NEW ELECTRICAL EQUIPMENT AND NEW EQUIPMENT OF OTHER TRADES (LIGHTING FIXTURES, DEVICES, CONDUIT WIRING, ETC.) ALL NEW AND EXISTING EQUIPMENT AND SYSTEMS SHALL BE FULLY OPERATIONAL UNDER THIS CONTRACT BEFORE THE PROJECT IS CONSIDERED COMPLETE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY ASSUMPTIONS THAT ARE MADE, ANY OMISSIONS OR ERRORS MADE AS A RESULT OF FAILURE TO VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH THE EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS OF ALL TRADES.	
CODES, REGULATIONS AND STANDARDS	
ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING APPROVED CODES:	
STATE DEMOLITION CODE	
STATE BUILDING CODE	
STATE FIRE SAFETY CODE	
LOCAL BUILDING CODE	
IBC - INTERNATIONAL BUILDING CODE	
NFPA - NATIONAL FIRE PROTECTION CODE	
ANSI - AMERICAN NATIONAL STANDARDS INSTITUTE	
ASTM - AMERICAN SOCIETY FOR TESTING AND MATERIALS	
OSHA - OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION	
U.L. - UNDERWRITERS LABORATORIES	
NFPA 101 - LIFE SAFETY CODE	
NFPA 13 - FIRE PROTECTION CODE	
NFPA 70 - NATIONAL ELECTRICAL CODE	
NFPA 72 - NATIONAL FIRE ALARM CODE	
EPA - ENVIRONMENTAL PROTECTION AGENCY	
IEEE - INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS	
NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION	
IECC - INTERNATIONAL ENERGY CONSERVATION CODE	
ICBO/ANSI A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES	
PERMITS, FEES AND INSPECTIONS	
THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES, OBTAIN ALL PERMITS, PAY FOR ALL GOVERNMENT, STATE SALES TAXES AND APPLICABLE FEES. THE CONTRACTOR SHALL FILE ALL DRAWINGS, COMPLETE ALL DOCUMENTS AND OBTAIN ALL NECESSARY APPROVALS FROM THE PROPER AUTHORITY OR AGENCY HAVING JURISDICTION. OBTAIN ALL REQUIRED CERTIFICATES OF INSPECTION COVERING WORK. THE CONTRACTOR SHALL SEE THAT ALL REQUIRED INSPECTIONS AND TESTS ARE MADE AND SHALL COOPERATE TO MAKE THESE TESTS AS THOROUGH AND AS READILY MADE AS POSSIBLE.	
MATERIALS AND WORKMANSHIP	
ALL MATERIALS AND APPARATUS REQUIRED FOR THE WORK, EXCEPT AS OTHERWISE SPECIFIED, SHALL BE NEW AND OF FIRST-CLASS QUALITY. IT SHALL BE FURNISHED, DELIVERED, ERECTED, CONNECTED, FINISHED IN EVERY DETAIL, AND SO SELECTED AND ARRANGED AS TO THE BUILDING SPACES, WHERE NO SPECIFIC KIND OR QUALITY MATERIAL IS GIVEN, A FIRST-CLASS STANDARD ARTICLE AS ACCEPTED BY THE ENGINEER SHALL BE FURNISHED.	
ALL EQUIPMENT AND MATERIALS SHALL BE SPECIFICATION GRADE AND BEAR THE UNDERWRITER'S LABEL. NO SUBSTITUTE OR ALTERNATE EQUIPMENT, MATERIAL, ETC. WILL BE CONSIDERED FOR THIS PROJECT.	
ALL WORK SHALL BE OF A QUALITY CONSISTENT WITH GOOD TRADE PRACTICE AND SHALL BE INSTALLED IN A NEAT, WORKMANLIKE MANNER. THE ENGINEER/OWNER RESERVES THE RIGHT TO REJECT ANY WORK WHICH, IN HIS OPINION, HAS BEEN INSTALLED IN A SUBSTANDARD, DANGEROUS OR IN A UNSERVICEABLE MANNER. THE CONTRACTOR SHALL REPLACE REJECTED WORK IN A SATISFACTORY MANNER AT NO EXTRA COST TO THE OWNER.	
ALL WORKMANSHIP AND MATERIALS SHALL BE FULLY GUARANTEED FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE OF THE ENTIRE INSTALLATION COVERED BY THIS CONTRACT. SHOULD ANY DEFECTS OCCUR DURING THE GUARANTEED PERIOD, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL DEFECTIVE EQUIPMENT, MATERIAL AND/OR WORK AT NO EXTRA CHARGE TO THE OWNER.	
RECORD DRAWINGS	
MAINTAIN, AT THE JOB SITE, A SET OF ELECTRICAL DRAWINGS INDICATING ALL CHANGES IN LOCATION OF THE EQUIPMENT, PANELS, DEVICES, ETC. FROM THE ORIGINAL LAYOUT. CLEARLY MARK IN RED ALL CHANGES ON THE DRAWINGS. AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL TURN OVER THE RECORD DRAWINGS TO THE ENGINEER/OWNER.	
COORDINATION	
ALL WORK SHALL BE CARRIED OUT IN CONJUNCTION WITH OTHER TRADES AND FULL COOPERATION SHALL BE GIVEN IN ORDER THAT ALL WORK MAY PROCEED WITH A MINIMUM OF DELAY AND INTERFERENCE.	
SHOP DRAWINGS	
SUBMIT ELECTRONIC COPIES FOR REVIEW, DETAILED SHOP DRAWINGS OF ALL EQUIPMENT AND MATERIAL SPECIFIED. THE CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS PRIOR TO SUBMISSION TO THE ENGINEER FOR REVIEW. NO MATERIAL OR EQUIPMENT MAY BE DELIVERED TO THE JOB SITE OR INSTALLED UNTIL CONTRACTOR HAS IN THEIR POSSESSION, APPROVED SHOP DRAWINGS FOR THE PARTICULAR MATERIAL OR EQUIPMENT. SHOP DRAWINGS SHALL BE SPECIFIC WITH ITEMS SUBMITTED FOR APPROVAL CLEARLY IDENTIFIED.	
THE FOLLOWING IS A LIST OF ELECTRICAL ITEMS THAT MUST BE SUBMITTED FOR REVIEW:	
a. METER SOCKET	
b. LIGHTING & LIGHTING CONTROLS	
c. CONDUIT, WIRE AND CABLE	
d. DEVICES (RECEPTACLES, TOGGLE SWITCHES, ETC.)	
e. GROUNDING COMPONENTS	

OPERATING INSTRUCTIONS	
THE CONTRACTOR SHALL FURNISH TO THE ENGINEER ELECTRONIC SETS OF TYPEWRITTEN OR REPRODUCED INSTRUCTIONS FOR OPERATING AND MAINTAINING ALL SYSTEMS AND EQUIPMENT INCLUDED IN THIS DIVISION. MANUFACTURER'S ADVERTISING LITERATURE OR CATALOGS WILL NOT BE ACCEPTABLE FOR OPERATING AND MAINTENANCE INSTRUCTIONS.	
THE CONTRACTOR, IN THE ABOVE-MENTIONED INSTRUCTIONS, SHALL INCLUDE THE MAINTENANCE SCHEDULE FOR THE PRINCIPAL ITEMS OF EQUIPMENT FURNISHED UNDER THIS DIVISION.	
AN AUTHORIZED MANUFACTURER'S REPRESENTATIVE SHALL ATTEST IN WRITING THAT HIS EQUIPMENT HAS BEEN PROPERLY INSTALLED PRIOR TO STARTUP. THESE LETTERS WILL BE BOUND INTO OPERATING AND MAINTENANCE BOOKS.	
EQUIPMENT PROTECTION	
PROPERLY AND COMPLETELY PROTECT AGAINST ALL DAMAGE, ALL APPARATUS, EQUIPMENT, ETC., INCLUDED IN THIS CONTRACT. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGE TO FURNISHED APPARATUS, EQUIPMENT, ETC., UNTIL FINAL ACCEPTANCE.	
PROPERTY PROTECTION	
THE CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY AND/OR REQUIRED TO PROTECT OWNER'S PROPERTY WITHIN THE WORKING AREAS FROM DUST, DEBRIS AND OTHER MATTER GENERATED BY THE WORK. NO WORK SHALL COMMENCE IN AREAS WHERE PROTECTION IS REQUIRED UNTIL APPROVAL HAS BEEN GIVEN TO THE CONTRACTOR BY THE OWNER.	
MANUFACTURER'S INSTRUCTION	
INSTALL ALL EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS OR REQUIREMENTS FOR PROPER OPERATION AND MAINTENANCE.	
EQUIPMENT PAINTING AND CLEANING	
THOROUGHLY CLEAN ALL ELECTRICAL EQUIPMENT DEVICES AND ENCLOSURES UPON COMPLETION OF ALL WORK. REPAINT ANY EQUIPMENT WHOSE FINISH IS DAMAGED OR RUSTED. MATCH MANUFACTURER'S ORIGINAL FINISH.	
PENETRATION SEALANT	
ALL PENETRATIONS SHALL BE SEALED WITH 3M INTUMESCENT FIRE BARRIER PENETRATION SEALANT, APPLIED PER MANUFACTURER'S AND U.L. GUIDELINES.	
CUTTING, PATCHING, REPAIRING AND PAINTING	
THE GENERAL CONTRACTOR SHALL PERFORM ALL CUTTING, PATCHING, REPAIRING AND PAINTING FOR ALL ELECTRICAL ITEMS AND EQUIPMENT CALLED FOR UNDER THIS CONTRACT.	
FIRE STOPS AND SEALS	
PENETRATIONS THROUGH FIRE-RATED WALLS, CEILING OR FLOORS IN WHICH CABLES OR CONDUITS PASS SHALL BE FILLED SOLIDLY BY U.L. APPROVED FIRE-STOP MATERIALS, CLASSIFIED FOR AN HOUR RATING EQUAL TO THE FIRE RATING OF THE WALL, CEILING OR FLOOR. PROVIDE TO 3M BRAND FIRE BARRIER CP25WC CAULK OR APPROVED EQUIVALENT.	
SEALING BUSHINGS SHALL BE USED ON CONDUIT AND CABLE ENDS TO EFFECTIVELY PREVENT THE INTRUSION OF WATER, A DAMP OR CORROSIVE ATMOSPHERE, DRAFT OR DUST.	
ACCESS PANELS	
THE CONTRACTOR SHALL FURNISH AND INSTALL ACCESS PANELS AND DOORS AS REQUIRED FOR ACCESS TO INACCESSIBLE PULLBOXES, JUNCTION BOXES AND OTHER SPECIALTIES.	
THE CONTRACTOR SHALL COORDINATE THE LOCATIONS OF ACCESS PANELS AND DOORS WITH THE GENERAL CONTRACTOR AND OTHER TRADES. FINAL LOCATIONS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT.	
TEMPORARY LIGHT AND POWER	
FURNISH AND INSTALL TEMPORARY ELECTRICAL SERVICE OF SUFFICIENT SIZE FOR POWER AND LIGHTING USE BY ALL TRADE CONTRACTORS DURING THE COURSE OF CONSTRUCTION. ALL TEMPORARY WORK SHALL BE DONE IN COMPLIANCE WITH ALL APPLICABLE ARTICLES IN THE NATIONAL ELECTRICAL CODE, O.S.H.A. AND WITH ALL REQUIREMENTS OF ANY AUTHORITY HAVING JURISDICTION OVER THE WORK.	
PART 2 - PRODUCTS	
DESCRIPTION	
ALL MATERIALS AND EQUIPMENT PROVIDED UNDER THIS SECTION SHALL BE NEW, FIRST GRADE, BEST OF THEIR RESPECTIVE KINDS AND IN NO WAY SHALL THEY BE LESS THAN THE QUALITY AND INTENT SET FORTH UNDER THIS SECTION. THEY SHALL MEET THE REQUIREMENTS OF ALL STANDARDS SET UP TO GOVERN THE MANUFACTURER OF ELECTRICAL MATERIALS AND COMPLY WITH ALL APPLICABLE CODES AND STANDARDS.	
WIRE	
CONDUCTORS SHALL BE U.L. LISTED, 600 VOLTS, 90 DEG. C, SINGLE CONDUCTOR TYPE THWN-2, 98% CONDUCTIVITY, ANNEALED UNCOATED COPPER WITH PVC INSULATION COVERED WITH NYLON SHEATH JACKET. TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF UNDERWRITERS LABORATORIES STANDARD 83. WIRE SHALL BE IDENTIFIED BY SURFACE MARKING INDICATING MANUFACTURER'S IDENTIFICATION CONDUCTOR SIZE AND METAL, VOLTAGE RATING, U.L. SYMBOL AND TYPE DESIGNATION. CONDUCTORS SHALL BE STRANDED. MINIMUM SIZE SHALL BE #12 AWG UNLESS OTHERWISE INDICATED. MANUFACTURED BY ROME CABLE, TRIANGLE WIRE & CABLE, GENERAL CABLE OR ESSEX WIRE & CABLE.	
ELECTRIC METALLIC TUBING (EMT)	
ELECTRICAL METALLIC TUBING SHALL BE GALVANIZED THIN WALL STEEL CONDUIT, MANUFACTURED BY TRIANGLE WIRE AND CABLE, ALLIED TUBE AND CONDUIT, REPUBLIC OR STEELDUOT. THE CONNECTORS AND COUPLINGS SHALL BE HEAVY DUTY, STEEL-ZINC PLATED, SET SCREW TYPE.	
RIGID GALVANIZED STEEL CONDUIT (RGS)	
RIGID STEEL CONDUIT SHALL BE FULL WEIGHT, HEAVY WALL STEEL PIPE WITH GALVANIZED PROTECTIVE COATING, MANUFACTURED BY TRIANGLE WIRE AND CABLE, ALLIED TUBE AND CONDUIT, REPUBLIC OR STEELDUOT. CONDUIT FITTINGS SHALL BE MALLEABLE IRON, CADMIUM PLATED WITH FULL THREADED HUBS.	
RIGID POLYVINYL CHLORIDE CONDUIT (PVC)	
RIGID POLYVINYL CHLORIDE CONDUIT SHALL BE TYPE DB, SCHEDULE 80, SUNLIGHT RESISTANT, RATED OR USE WITH 90 DEGREES C CONDUCTORS, U.L. RATED. ALL PVC CONDUIT AND FITTINGS SHALL BE SOLVENT WELDED, MANUFACTURED BY CARLON, ELECTRI-FLEX OR PLASTILINE.	
LIQUID-TIGHT FLEXIBLE METAL CONDUIT (LFMC)	
LIQUID-TIGHT FLEXIBLE CONDUIT SHALL BE CONSTRUCTED OF HEAVY GALVANIZED SHEET METAL STRIP, SPIRALLY-WOUND INTERLOCK CONSTRUCTION WITH AN EXTRUDED POLYVINYL GRAY JACKET. CONDUIT SHALL BE U.L. LABELED AND CONFORMED TO THE APPLICATION AND ENVIRONMENT IN WHICH IT WILL BE USED. ALL CONNECTIONS, COUPLINGS AND FITTINGS SHALL BE OF HIGH QUALITY STEEL-ZINC RATED TYPE SPECIFICALLY DESIGNED FOR THIS PURPOSE. MANUFACTURED BY O/Z GEDNEY OR ELECTRI-FLEX.	
FITTINGS	
CONDUIT BODIES FOR RIGID GALVANIZED STEEL CONDUIT (RGS) SHALL BE MALLEABLE IRON-ZINC PLATED WITH TAPERED HUBS AND GASKETED ALUMINUM COVER.	
INSULATION BUSHINGS SHALL BE HIGH IMPACT THERMOPLASTIC PHENOLIC WITH 150 DEG. C. UL TEMPERATURE RATINGS.	
INSULATED GROUNDING BUSHINGS SHALL BE MALLEABLE IRON ZINC PLATED WITH MOLDED ON PHENOLIC INSULATION AND LAY-IN GROUNDING LUG.	
CONDUIT LOCKNUTS SHALL BE HEAVY NUT STOCK STEEL-ZINC PLATED.	
OFFSET NIPPLES SHALL BE MALLEABLE IRON ZINC PLATED WITH RIGID CONDUIT THREADING AND 3/4" OFFSET.	
CONDUIT STRAPS SHALL BE SNAP-TYPE.	
CONDUIT FITTINGS SHALL BE MANUFACTURED BY O/Z GEDNEY, CROUSE-HINDS OR APLETON.	

SUPPORT FITTINGS	
SUPPORT CHANNEL SHALL BE GALVANIZED STEEL, FLUSH OR SURFACE MOUNTED AND OF HOLE TYPE AND SIZE AS REQUIRED FOR THE PARTICULAR APPLICATION. SIZE AND TYPE DICTATED BY THE NUMBER OF DEVICES (2 GANG MINIMUM WITH SINGLE GANG PLASTER RING FOR SINGLE DEVICE LOCATIONS), NUMBER OF CONDUCTORS AND WIRING METHOD UTILIZED. BOXES SHALL BE ADEQUATE SIZE FOR THE INSTALLATION OF CONDUCTORS WITHOUT EXCESSIVE BENDING OR CRIMPING OF THE CONDUCTORS AND DAMAGING OF CONDUCTOR INSULATION. MANUFACTURED BY STEEL CITY OR RACO.	
CABLE TIES	
CABLE TIES SHALL BE FABRICATED OF ONE-PIECE HALLAR WITH NO METAL PARTS. MANUFACTURED BY BURNDY, T&B, PANDUIT OR BLACKBURN.	
OUTLET BOXES	
OUTLET BOXES SHALL BE GALVANIZED STEEL, FLUSH OR SURFACE MOUNTED AND OF HOLE TYPE AND SIZE AS REQUIRED FOR THE PARTICULAR APPLICATION. SIZE AND TYPE DICTATED BY THE NUMBER OF DEVICES (2 GANG MINIMUM WITH SINGLE GANG PLASTER RING FOR SINGLE DEVICE LOCATIONS), NUMBER OF CONDUCTORS AND WIRING METHOD UTILIZED. BOXES SHALL BE ADEQUATE SIZE FOR THE INSTALLATION OF CONDUCTORS WITHOUT EXCESSIVE BENDING OR CRIMPING OF THE CONDUCTORS AND DAMAGING OF CONDUCTOR INSULATION. MANUFACTURED BY STEEL CITY OR RACO.	
CIRCUIT BREAKERS	
BRANCH CIRCUIT BREAKERS SHALL BE QUICK-MAKE, QUICK-BREAK, BOLT-IN THERMAL MAGNETIC TYPE WITH VISIBLE CURRENT RATING AND TRIP POSITION. MATCH MANUFACTURER AND AIC RATING OF PANELBOARD.	
ALL MULTI-POLE BREAKERS SHALL BE EQUIPPED WITH HANDLE TIES FOR MULTI-POLE USE.	
PHASE SEQUENCE AND BALANCING	
MAINTAIN CORRECT PHASE SEQUENCE OF ALL FEEDERS AND CIRCUITS WITH PHASE IDENTIFICATION THROUGHOUT THE ENTIRE SYSTEM. BALANCING ALL FEEDERS AND CIRCUITS TO WITHIN 10 PERCENT.	
JUNCTION BOXES, PULLBOXES AND WIREWAYS	
JUNCTION BOXES, PULLBOXES AND WIREWAYS SHALL BE OF PROPER TYPE AND SIZES AS REQUIRED. CODE GAUGE, GALVANIZED STEEL WITH DOWNDRAUGHTS AND FLANGES TO RECEIVE THE COVERS. COVERS SHALL BE FLAT, OF THE SAME MATERIAL AS THE BOX AND FASTENED TO THE BOX WITH MACHINE SCREWS. MANUFACTURED BY HOFFMAN, SQUARE D, OR LEE PRODUCTS.	
UNDERGROUND HANDHOLES SHALL BE OPEN BOTTOM POLYMER CONCRETE TYPE, QUARTZITE OR EQUAL. SIZE SHALL BE AS REQUIRED TO ACCOMMODATE CONDUIT SIZES AND ENTRY/EXIT LOCATIONS.	
GROUND RODS	
GROUND RODS SHALL BE HIGH STRENGTH STEEL CORE WITH ELECTROLYTIC ALLY BONDED COPPER JACKET. GROUND RODS SHALL CONFORM TO THE REQUIREMENTS OF THE U.L. SPEC. NO. 487 (ANSI C-53.8-1972). MINIMUM SIZE SHALL BE 3/8 INCH DIAMETER BY EIGHT (8) FT. UNLESS OTHERWISE INDICATED. LENGTH MANUFACTURED BY ERICO, BLACKBURN PRODUCTS, ANIXTER, OR GAVIN.	
WIRING DEVICES	
ALL DEVICES SHALL BE COMMERCIAL SPECIFICATION GRADE, U.L. LISTED, SELF-GROUNDING, GROUND LUG, SIDE/BACK WIRED. COLOR SHALL BE SELECTED BY ARCHITECT OR OWNER UNLESS OTHERWISE INDICATED. MANUFACTURED BY HUBBELL, LEVITON, OR PASS & SEYMOUR.	
RECEPTACLES THAT HAVE A POWER FEED THRU (FEED IN - FEED OUT) ARRANGEMENT SHALL BE PROTECTED. FEED THRU FEATURE ON DUPLEX RECEPTACLES USE IS NOT ACCEPTABLE.	
RECEPTACLES AND SWITCHES SHALL BE 20 AMP RATED UNLESS OTHERWISE NOTED.	
RECEPTACLES LOCATED IN WET LOCATIONS SHALL BE INSTALLED WITH AN OUTLET ENCLOSURE CLEARLY MARKED "WET LOCATION" AND "WET LOCATION" IN USE. THERE MUST BE A GASKET BETWEEN THE COVER AND THE BASE TO ASSURE A PROPER SEAL. THE ENCLOSURE MUST EMPLOY STAINLESS STEEL MOUNTING HARDWARE AND BE CONSTRUCTED OF HIGH RESISTANT POLYCARBONATE. THE OUTLET ENCLOSURE SHALL BE U.L. LISTED, MANUFACTURED BY TAYMAC, CARLON, OR APPROVED EQUAL.	
LIGHTING FIXTURES	
FURNISH AND INSTALL ALL LIGHTING FIXTURES AS SPECIFIED ON THE SCHEDULES, INCLUDING SUBARTICLE SPECIFICATIONS FOR WET LOCATIONS WHILE IN USE. THERE MUST BE A GASKET BETWEEN THE COVER AND THE BASE TO ASSURE A PROPER SEAL. THE FIXTURES SHOWN ARE MARKED AS TYPE A, B, C, ETC.	
NO SUBSTITUTIONS / EQUALS WILL BE ACCEPTED FOR THIS PROJECT - PROVIDE ONLY THE FIXTURES LISTED IN THE LIGHTING FIXTURE SCHEDULE.	
CLEAN AND REMOVE ALL PAINT, STICKERS, DIRT, SMUDGES AND FINGERPRINTS FROM LIGHTING FIXTURES AFTER FINAL BUILDING CLEAN-UP.	
TELECOMM COMPONENTS	
FURNISH AND INSTALL ALL DATA CABLEING, INCLUDING TERMINATIONS AND TESTING.	
COMMUNICATION CABLEING SHALL BE CAT-6, SHIELDED, SUITABLE FOR OUTDOOR WET LOCATIONS.	
FURNISH AND INSTALL WALL MOUNTED RACK, PATCH PANEL, JACKS AND MODULES AS NOTED ON THE ELECTRICAL DRAWINGS.	
EMERGENCY BLUE PHONE	
FURNISH AND INSTALL BLUE PHONE AS NOTED ON THE ELECTRICAL DRAWINGS.	
PART 3 - EXECUTION	
INSTALLATION	
ALL WORK, MATERIALS AND MANNER OF INSTALLING SAME SHALL BE IN STRICT ACCORDANCE WITH THE LATEST REQUIREMENTS OF THE NATIONAL ELECTRIC CODE.	
ALL CONDUIT AND WIRING SHALL BE INSTALLED CONCEALED UNLESS OTHERWISE NOTED.	
RACEWAYS	
RACEWAYS, ENCLOSURES AND BOXES SHALL BE MECHANICALLY JOINED TO FORM A CONTINUOUS ELECTRICAL PATH.	
THE CONTRACTOR SHALL PROVIDE APPROVED TYPE PULL BOXES AS REQUIRED.	
MINIMUM SIZE CONDUIT SHALL BE 3/4" UNLESS OTHERWISE NOTED.	
FURNISH NYLON PULL STRINGS IN ALL EMPTY CONDUIT RUNS.	
FURNISH LOCKNUTS AND BUSHINGS FOR ALL CONDUIT TERMINATIONS IN ALL OUTLET BOXES, PANELS, PULL BOXES, CONDUIT STUBS, ETC.	
ELECTRICAL METALLIC TUBING (EMT) SHALL BE USED FOR CONCEALED AND EXPOSED WIRING IN DRY LOCATIONS AS FOLLOWS:	
1. INTERIOR FEEDERS & BRANCH CIRCUITS IN UNFINISHED SPACES	
2. INTERIOR LIGHTING, RECEPTACLE AND POWER BRANCH CIRCUIT WIRING AT EXPOSED CEILING LOCATIONS	
MC CABLE MAY BE UTILIZED WHERE CONCEALED BEHIND WALLS AND ABOVE CEILINGS.	
RIGID GALVANIZED STEEL CONDUIT (RGS) SHALL BE USED FOR WIRING IN THE FOLLOWING LOCATIONS:	
1. WITHIN CONCRETE SLABS	
2. EXTERIOR ENVIRONMENTS, WHERE EXPOSED ABOVE GRADE	
3. CONDUIT SWEEPS	
LIQUIDTIGHT FLEXIBLE METALLIC CONDUIT (LFMC) SHALL BE USED FOR WIRING INSIDE LIGHT POLES, TO SEPARATE LINE VOLTAGE FROM LOW VOLTAGE WIRING.	

RIGID POLYVINYL CHLORIDE (PVC) SHALL BE USED FOR WIRING IN THE FOLLOWING LOCATIONS:	
1. LIGHTING AND POWER BRANCH CIRCUIT WIRING BURIED UNDER GRADE	
2. BELOW CONCRETE SLABS	
ALL INTERIOR CONDUIT SHALL BE INSTALLED IN PARALLEL AND PERPENDICULAR TO THE BUILDING LINES.	
ALL INTERIOR CONDUIT SHALL BE SUPPORTED USING CADMIUM PLATED CONDUIT STRAPS AND HANGERS.	
WIRING	
PROVIDE WIRING TO ALL OUTLETS, EQUIPMENT, APPARATUS AND OTHER SPECIALTIES UNDER THIS DIVISION THAT WHICH FURNISHED OR PROVIDED UNDER OTHER DIVISIONS OR BY THE OWNER.	
THE TERM 'WIRING' SHALL BE CONSIDERED TO BE COMPRISED OF THE CONDUIT, CONDUCTORS, CONNECTIONS, ETC.	
ALL WIRING ON DRAWINGS IS SIZED FOR TYPE THWN/THHN COPPER CONDUCTORS.	
MINIMUM SIZE WIRE SHALL BE #12 UNLESS OTHERWISE INDICATED. ALL WIRING SHALL BE COLOR CODED.	
EXERCISE CAUTION IN PULLING CONDUCTORS INTO RACEWAYS SO AS NOT TO DAMAGE THE INSULATION. CABLE PULLING LUBRICANT SHALL BE USED TO ASSIST IN PULLING.	
CONDUCTORS WITHIN PANELBOARDS, JUNCTION BOXES, TROUGHS AND OTHER EQUIPMENT WHERE CONCENTRATIONS OF CONDUCTORS ARE ENCLOSED, SHALL BE NEATLY ARRANGED AND TIED WITH CABLE TIES.	
CIRCUITS SHALL BE SO CONNECTED TO THE PANELBOARDS THAT THE TOTAL LOAD IS DISTRIBUTED AS NEARLY AS POSSIBLE BETWEEN EACH LINE AND NEUTRAL. 10% WILL BE CONSIDERED A REASONABLE AND ALLOWABLE UNBALANCE.	
COMMON NEUTRAL FOR MULTIPLE BRANCH CIRCUITS IS NOT ACCEPTABLE UNLESS SPECIFICALLY NOTED. PROVIDE SEPARATE NEUTRAL FOR EACH BRANCH CIRCUIT.	
WIRING IN OUTLET BOXES, JUNCTION BOXES, CABINET PANELBOARDS OR EQUIPMENT SHALL HAVE A MINIMUM OF EIGHT (8") INCHES LENGTH LEADS FOR CONNECTING WIRING DEVICES TO MAKE UP CIRCUIT SPLICES.	
INSTALL COPPER GREEN INSULATED GROUNDING CONDUCTOR IN ALL CONDUITS AND RACEWAYS.	
SPLICING	
SPLICING SHALL BE DONE WITH INSULATED OR NON-INSULATED CONNECTORS OF APPROPRIATE TYPES AND CURRENT-CARRYING CAPACITY. NON-INSULATED CONNECTORS SHALL BE WRAPPED WITH INSULATING TAPE TO THE THICKNESS OF THE INSULATION OF THE CONDUCTORS BEING SPLICED. ELECTRICAL TAPE SHALL BE 3M OR SUPER 88 SCOTCH VINYL FLAME-RETARDANT, COLD AND WEATHER RESISTANT.	
SPICES FOR CONDUCTORS, SIZES #10 AWG OR SMALLER SHALL BE MADE WITH U.L. LISTED SPRING-TYPE CONNECTORS OR APPROPRIATE CURRENT CARRYING CAPACITY.	
SPICES, TAPS AND TERMINALS FOR CONDUCTORS #8 AWG OR LARGER SHALL BE MADE WITH U.L. LISTED BOLTED PRESSURE CONNECTORS OF BRONZE OR COPPER CONSTRUCTION, OF APPROPRIATE CURRENT CARRYING CAPACITY. EQUAL TO OIZ GEDNEY, BURNDY OR BLACKBURN.	
CONDUCTOR IDENTIFICATION	
CONDUCTORS #8 AWG AND SMALLER SHALL HAVE A COLOR-CODED INSULATION.	
CONDUCTORS #6 AWG AND LARGER SHALL BE IDENTIFIED WITH TAPES APPLIED NEAR THE ENDS OF THE CONDUCTORS.	
FEEDERS AND BRANCH CIRCUIT CONDUCTORS SHALL BE IDENTIFIED PER INDUSTRY STANDARDS.	
ALL FEEDERS, MAINS AND BRANCH CIRCUIT CONDUCTORS SHALL BE TAGGED AT BOTH ENDS WITH WIRE MARKERS IN ALL PANELS, MOTOR CONTROLS, JUNCTION BOXES, OUTLET BOXES AND DEVICE BOXES.	
IDENTIFICATION	
FURNISH AND INSTALL NAMEPLATES FOR ALL ELECTRICAL EQUIPMENT, IDENTIFYING ITEMS BY NAME, FUNCTION AND/OR CONTROL.	
IDENTIFYING NAMEPLATES SHALL BE LAMINATED, PLASTIC TYPE, CONSISTING OF TWO BLACK PLASTIC SHEETS WITH ONE WHITE PLASTIC SHEET BONDED TO AND BETWEEN THE TWO OUTER BLACK SHEETS AND HAVING THE LETTERS ENGRAVED IN ONE BLACK TO THE DEPTH OF THE WHITE PLASTIC. FASTEN NAMEPLATES TO EQUIPMENT WITH SUITABLE ADHESIVES OR STAINLESS STEEL SCREWS.	
ALL PANELS SHALL HAVE TYPEWRITTEN CIRCUIT DIRECTORIES IDENTIFYING ALL BRANCH CIRCUITS. PROVIDE ADDITIONAL COPY OF COMPLETE UPDATED PANEL DIRECTORY TO BUILDING OWNER.	
USE PLASTIC-COATED WIRE MARKERS OF THE SELF-ADHESIVE, WRAPAROUND TYPE WITH PERMANENT FACTORY-PRINTED NUMBER, LETTERS AND SYMBOLS.	
WIRE MARKERS SHALL BE SECURELY ATTACHED AT BOTH ENDS, IDENTIFYING PANEL AND CIRCUIT BREAKER NUMBERS.	
ALL CONDUCTORS SHALL BE PERMANENTLY TAGGED AT TIME OF INSTALLATION. LABELS SHALL BE EQUAL TO T&B, PANDUIT OR IDEAL.	
GROUNDING	
ALL ELECTRICAL WORK SHALL BE GROUNDING AND BONDED IN FULL CONFORMANCE WITH THE LATEST APPROVED EDITION OF THE NATIONAL ELECTRICAL CODE AND LOCAL REQUIREMENTS.	
ALL ELECTRICAL EQUIPMENT, PANELBOARD ENCLOSURES, SAFETY SWITCHES, METAL ENCLOSURES, ELECTRICAL DEVICE ENCLOSURES AND ALL OTHER EQUIPMENT SHALL BE MADE TO FORM A CONTINUOUS CONDUCTING, GROUND PATH OF LOW IMPEDANCE FOR GROUND FAULT CIRCuits AND OPERATION OF THE CIRCUIT PROTECTIVE DEVICES WITHIN EACH CIRCUIT.	
PROVIDE GROUNDING CONDUCTOR IN ALL RACEWAYS.	
GROUND CONNECTIONS WITH THE GROUNDING CONDUCTORS SHALL BE MADE AT EACH OUTLET BOX, LIGHTING FIXTURE AND OTHER EQUIPMENT COMPONENTS BY MEANS OF A POSITIVELY SECURED GROUNDING CLAMP, SCREW OR CLIP. CONNECTIONS TO GROUNDING RODS, OTHER GROUNDING ELECTRODE CONDUCTORS SHALL BE MADE WITH CADWELL TYPE, EXOTHERMIC WELD PROCESS UNLESS OTHERWISE NOTED. CONNECTIONS TO PIPES SHALL BE MADE WITH APPROVED BRONZE OR BRASS CLAMPS.	
BONDING SHALL BE PROVIDED TO ASSURE ELECTRICAL CONTINUITY AND THE CAPACITY TO SAFELY CONDUCT ANY FAULT CURRENT LIKELY TO BE IMPOSED.	
ALL DEVICES (SWITCHES, RECEPTACLES, ETC.), SHALL BE GROUNDING TO CONDUIT SYSTEM WITH SIX (6") INCH SOLID COPPER #12 AWG INSULATED WIRE (GREEN) CONNECTED TO GROUND SCREW IN DEVICE AND FASTENED TO BACKBOX WITH 10-32x3/8" SLOTTED HEXAGON HEAD WASHER FACE GROUND WITH GREEN DYE FINISH.	
TELECOMM SYSTEMS	
TERMINATIONS SHALL BE PER ANSI/ASTM 568B.	
PROVIDE CONTINUITY TESTING OF ALL CABLE CABLEING. LABEL EACH CABLE AND PROVIDE A MARKED UP DRAWING FOR THE OWNER WHICH INDICATES PORT NUMBERS FOR EACH CONNECTED DEVICE.	
END OF ELECTRICAL SPECIFICATIONS	

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SG ENGINEERING LLC

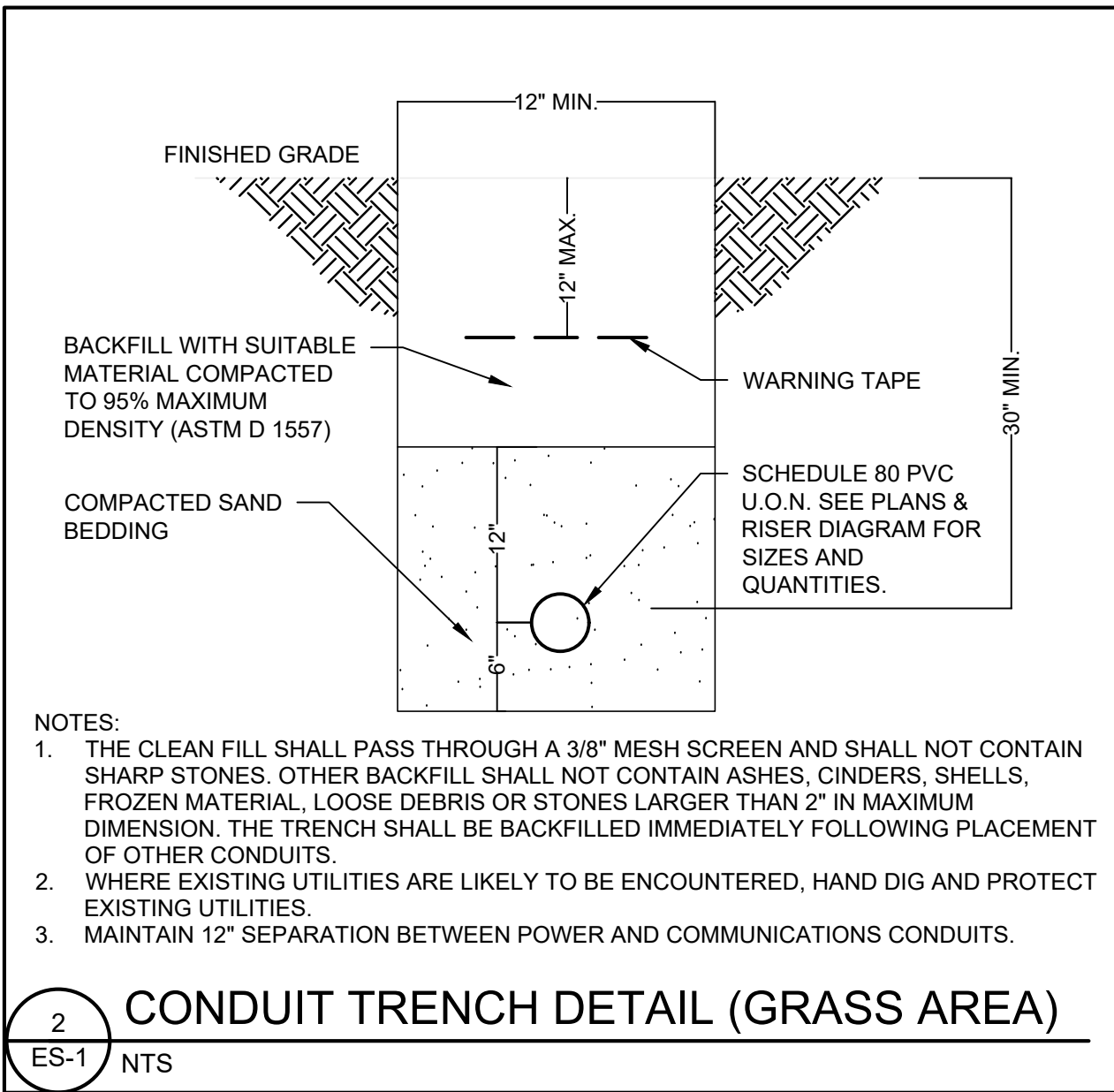
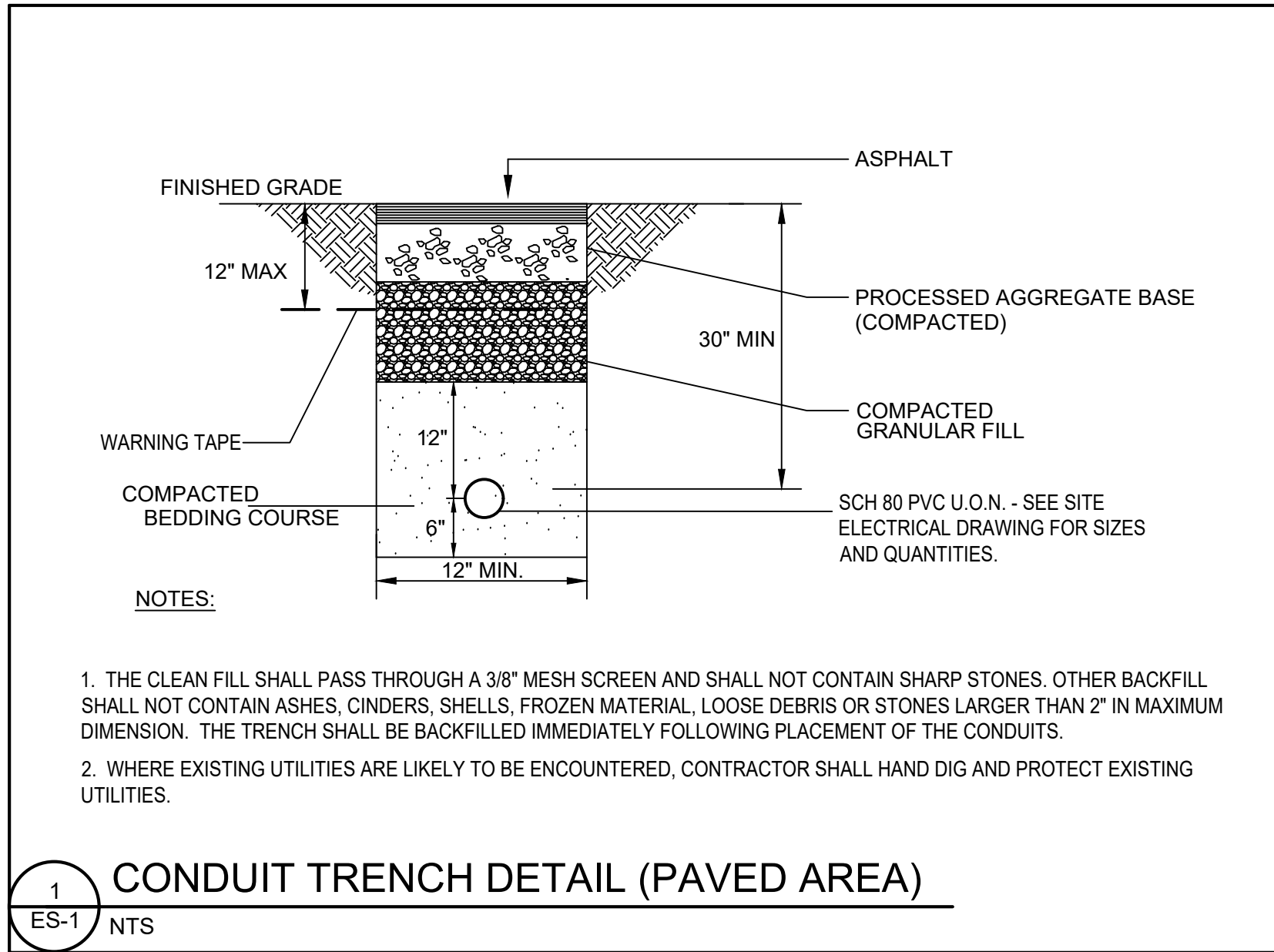
ELECTRICAL ENGINEER  
SOUTHINGTON, CT 06489  
203.215.9448  
SALES@SGENLLC.COM

SITE ELECTRICAL SPECIFICATIONS, NOTES & ABBREVIATIONS

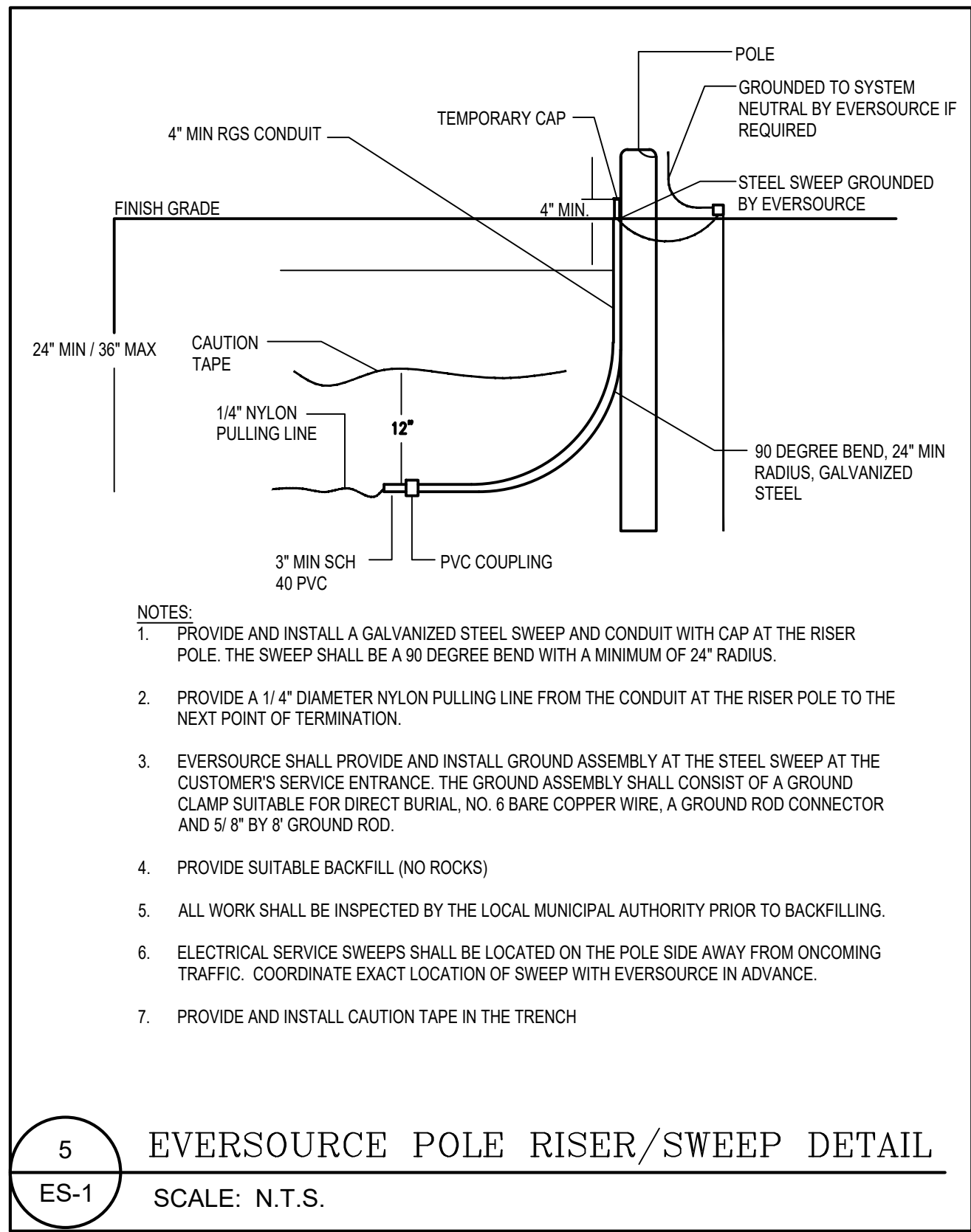
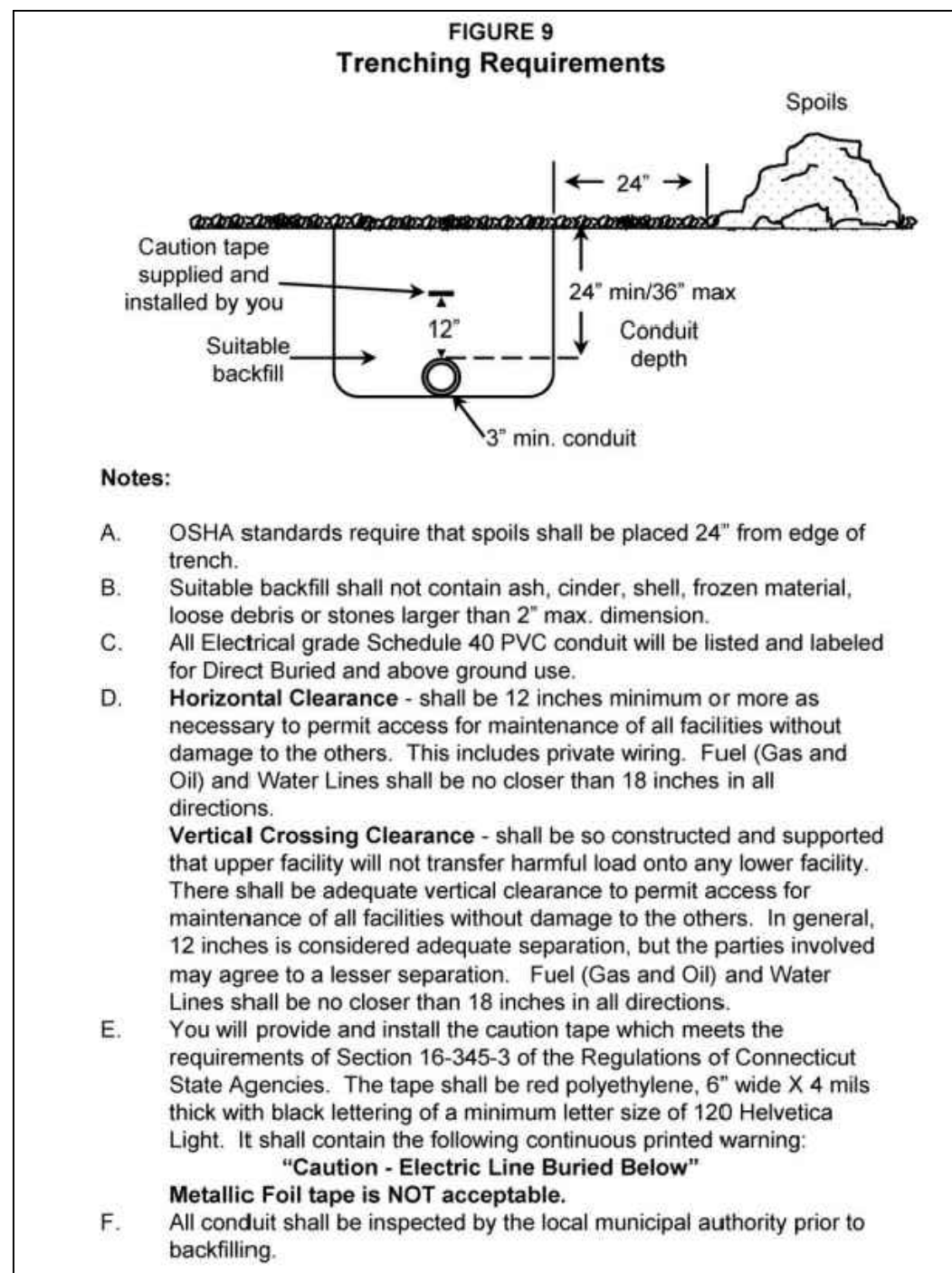
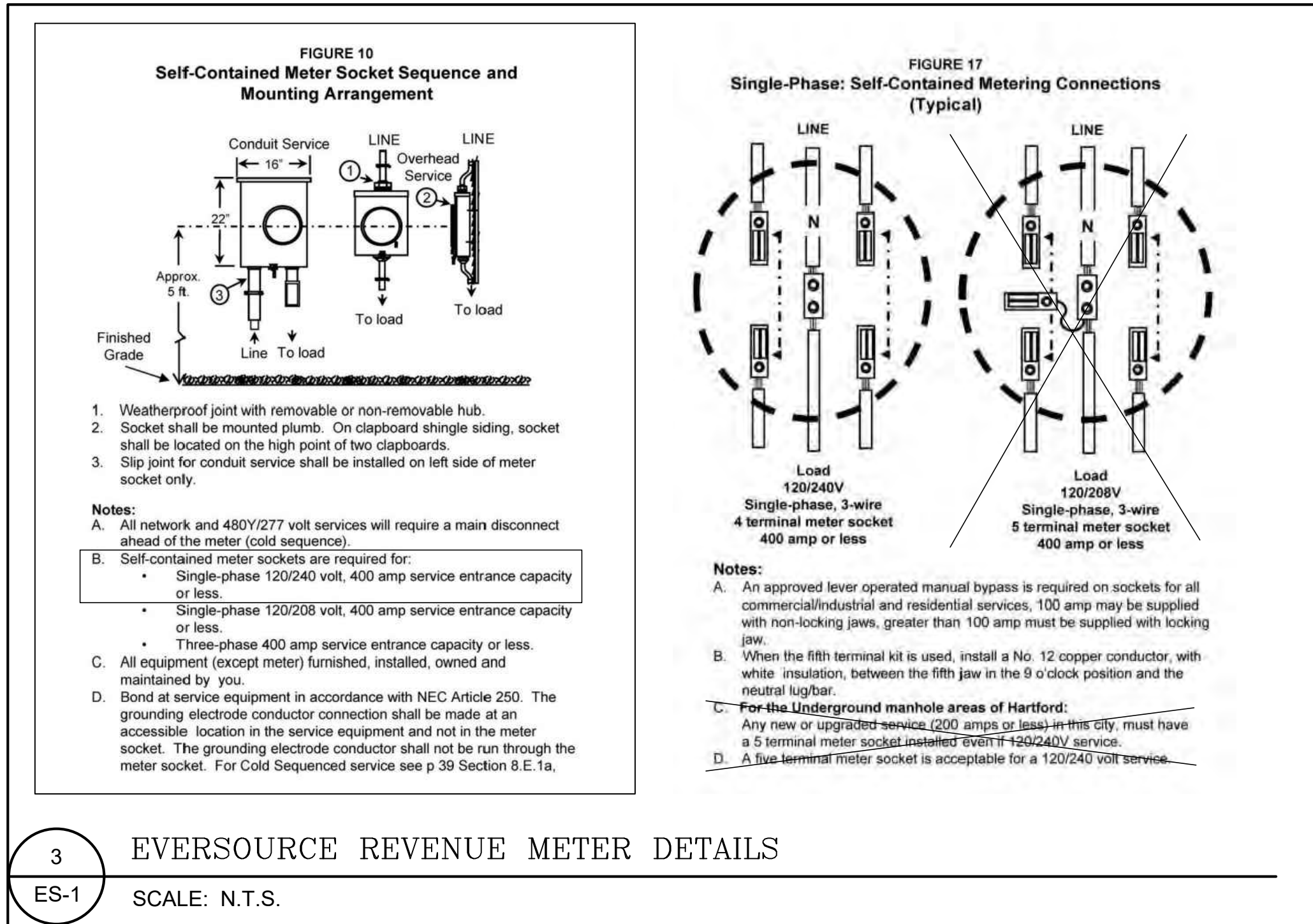
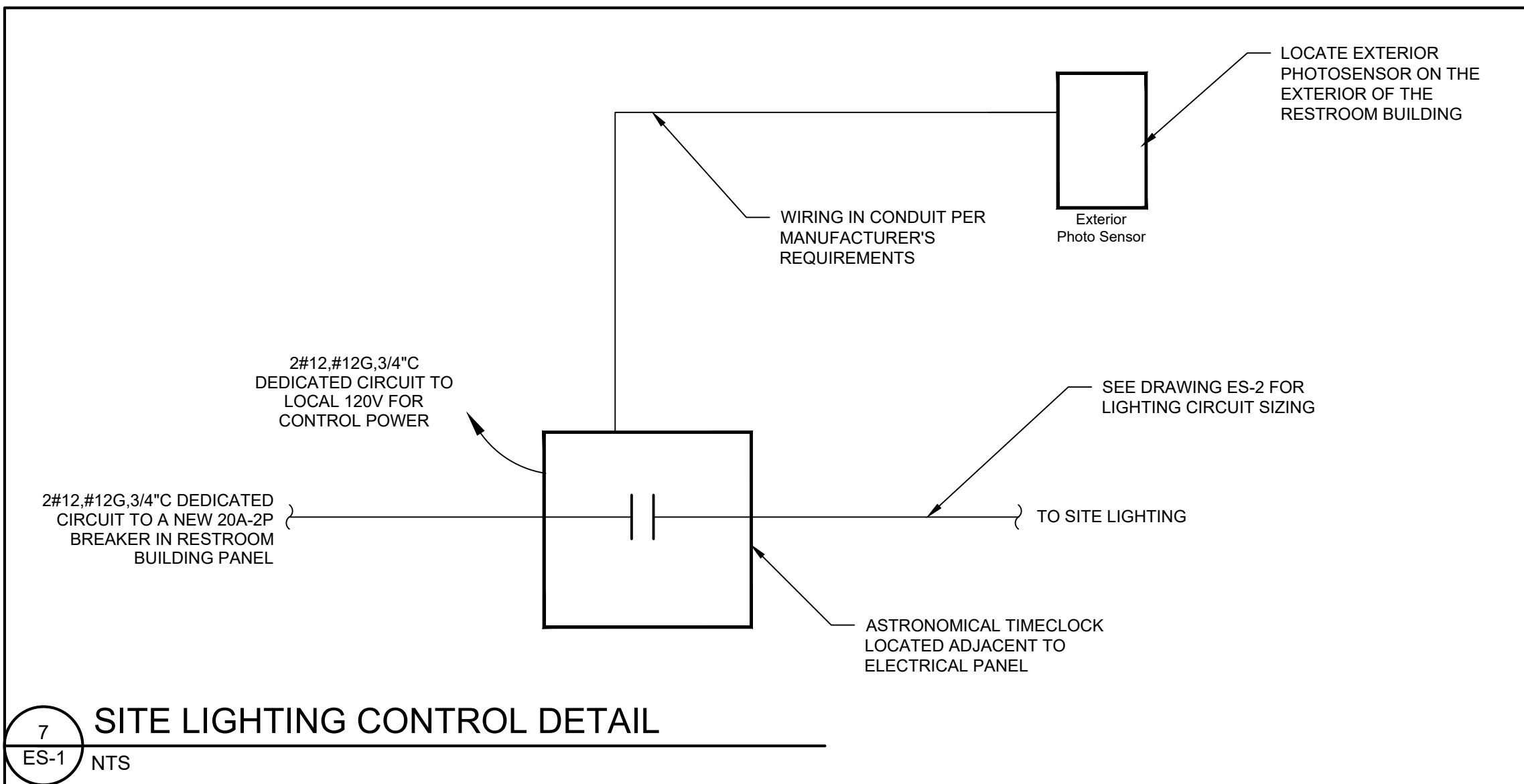
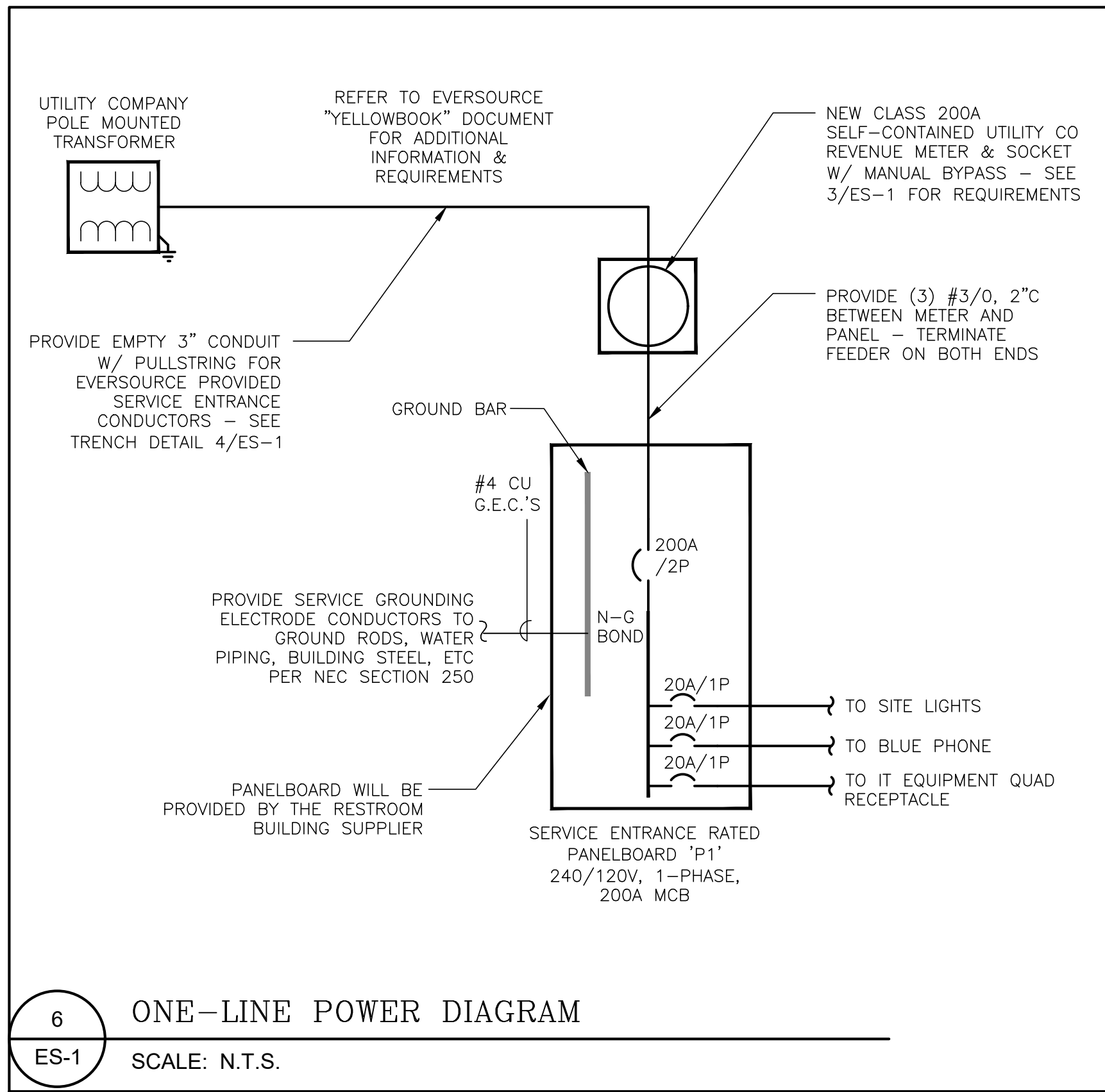
CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL

KENMORE AVENUE  
WATERBURY, CONNECTICUT





LIGHT FIXTURE SCHEDULE					
TYPE	BASIS OF DESIGN	DESCRIPTION	VOLTAGE	LAMPING	REMARKS
SL1	GARDCO OPF-S-P04-830-T4M-AR1-UNV-BK (FIXTURE)  SRA-CA-4-188-18-D1-DTX-XXX-BK- (2)N/L1@10FT (POLE)  +(2) STRAP MOUNTED FLAT MOUNTING PLATES	POLE MOUNTED LED SITE LIGHT, 9000 LUMENS, 80 CRI, 3000°K, TYPE IV MEDIUM DISTRIBUTION, ARM MOUNT, MOUNTED TO 4" DIA 18"H STRAIGHT ROUND ALUMINUM POLE, 0.188" POLE WALL THICKNESS, BLACK FINISH. PROVIDE TWO 1" CONDUIT NIPPLES ON OPPOSITE SIDES THE POLE AT 10' ABOVE GRADE, WITH A FLAT MOUNTING PLATE OVER EACH (STRAP MOUNTED TO POLE) . MOUNTING PLATES WILL BE USED TO MOUNT CAMERAS AND WIFI DEVICES. LINE VOLTAGE WIRING INSIDE THE POLE SHALL BE ROUTED IN LIQUIDTIGHT FLEX CONDUIT FOR SEPARATION FROM CAT6 CABLING INSIDE THE POLE.	120V	53W LED	1, 2, 3
NOTES: 1. PROVIDE ALL NECESSARY MOUNTING HARDWARE, BRACKETS, CABLES, WIRING, ETC. 2. PROVIDE PRODUCTS AS SPECIFIED - NO SUBSTITUTIONS WILL BE ACCEPTED 3. REFER TO CIVIL ENGINEERING DRAWINGS FOR LIGHT POLE BASE DETAIL.					





EVERYTHING SHOWN ON THIS DRAWING SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR UNLESS OTHERWISE NOTED

NOTE:  
CONTRACTOR TO COORDINATE WITH EVERSOURCE AND FRONTIER

PROVIDE POLE RISERS AND CONDUIT SWEEPS AT EXISTING UTILITY POLE #3066 FOR NEW ELECTRICAL AND FRONTIER SERVICES, PER UTILITY CO STANDARDS

2#12, #12G, 1" TO SITE LIGHT  
2#12, #12G, 1" TO SITE LIGHT  
(2) CAT-6 CABLES IN 1" TO LIGHT POLE FOR POLE MOUNTED CAMERA AND WIFI DEVICE. TERMINATE CAT6 CABLES AT CONDUIT FITTINGS IN THE POLE AT 10' ABOVE GRADE  
(2) CAT-6 CABLES IN 1" TO LIGHT POLE FOR TWO POLE MOUNTED CAMERAS. TERMINATE CAT6 CABLES AT CONDUIT FITTINGS IN THE POLE AT 10' ABOVE GRADE

(1) 3" WITH PULLSTRING FOR TELECOMM SERVICE FROM UTILITY POLE TO STUB-UP IN MECHANICAL ROOM OF RESTROOM BUILDING. PROVIDE TWO INTERMEDIATE HANDHOLES DUE TO LENGTH OF RUN.  
(1) 3" FOR ELECTRICAL SERVICE, FROM UTILITY POLE TO THE UTILITY REVENUE METER

UTILITY REVENUE METER MOUNTED ON EXTERIOR WALL

RESTROOM BUILDING OUTLINE - SEE DETAIL 2 FOR ENLARGED PLAN

APPROXIMATE LOCATION OF TELECOMM EQUIPMENT WHERE CAT6 CABLES SHALL BE TERMINATED

APPROXIMATE LOCATION OF ELECTRICAL PANEL INSIDE RESTROOM BUILDING

RESTROOM BUILDING SUPPLIER TO PROVIDE ELECTRICAL PANEL, INTERIOR & EXTERIOR BUILDING MOUNTED LIGHTING, RECEPTACLES, CALL FOR AID SYSTEMS, HARDWIRED EQUIPMENT CONNECTIONS AND ASSOCIATED WIRING, BOXES & RACEWAYS UNLESS OTHERWISE NOTED

TELECOMM SERVICE HANDHOLE / PULLBOX

FREESTANDING EMERGENCY BLUE PHONE (TALKPHONE MODEL #ETP-MTE-72 WITH VOIP-500E CALL STATION)

CAT-6 CABLE IN 1" FOR BLUE PHONE VOIP

2#12, #12G, 1" TO BLUE PHONE

2#12 (FROM TIMECLOCK, TO SITE LIGHTS), 2#12 (FOR BLUE PHONE) & 1#12G IN 1", FROM (2) 20A-1P BREAKERS

(5) CAT6 CABLES IN 1-1/2" FOR BLUEPHONE, THREE POLE MOUNTED CAMERAS AND ONE POLE MOUNTED WIFI DEVICE

COMMUNICATIONS HANDHOLE

POWER HANDHOLE

IN ADDITION TO THE 90° SWEEPS AT THE UTILITY POLE AND METER, PROVIDE NO MORE THAN 45' OF GRADUAL CONDUIT BENDS (NO SHARP BENDS), FOR A TOTAL OF NO MORE THAN 225'

1

## ELECTRICAL OVERALL SITE PLAN

ES-2

SCALE: 1"= 20'-0"

2

ES-2

## ENLARGED RESTROOM BUILDING ELECTRICAL PLAN

SCALE: 1/4"= 1'-0"

3" TELECOMM SERVICE CONDUIT & PULLSTRING PER UTILITY STANDARDS DETAIL 1 FOR CONTINUATION  
3" ELECTRICAL SERVICE CONDUIT & PULLSTRING PER EVERSOURCE STANDARDS - SEE DETAIL 1 FOR CONTINUATION  
TELECOMM SERVICE HANDHOLE / PULLBOX  
CAT-6 CABLE IN 1" TO THIS LOCATION FOR EXTERIOR WALL MOUNTED WIFI DEVICE. PROVIDE A BACKBOX FOR DEVICE MOUNTING AT APPROXIMATELY 10' AFG  
CAT-6 CABLE IN 1" TO THIS LOCATION FOR EXTERIOR WALL MOUNTED CCTV CAMERA. PROVIDE A BACKBOX FOR CAMERA MOUNTING AT APPROXIMATELY 10' AFG  
CONDUIT AND WIRING BELOW SLAB FROM UTILITY METER TO ELECTRICAL PANEL - SEE ES-1  
19"W X 17"D WALL MOUNT RACK (STARTECH.COM MODEL #RK919WALLO), A 24-PORT CAT6 PATCH PANEL WITH JACKS (SIEMON MODEL #Z6-PNL-U24K) & (10) SIEMON Z6-K02 ZMAX CAT6 UTP MODULES  
DEDICATED QUADRUPEX NON-GFCI RECEPTACLE FOR IT EQUIPMENT - CONNECT TO A NEW 20A-1P BREAKER IN THE ELECTRICAL PANEL WITH 2#12, #12G, 3/4"  
CAT6 CABLE AND TERMINATIONS FOR CCTV CAMERAS AND BLUE PHONE (TYP). TERMINATIONS SHALL BE PER ANSI/TIA 568B. PROVIDE CONTINUITY TESTING OF CAT6 CABLES, LABEL EACH CABLE & PROVIDE A MARKED UP SITE PLAN TO OWNER WITH PORT NUMBERS  
ASTRONOMICAL TIMECLOCK ADJACENT TO ELECTRICAL PANEL. FOR CONTROL OF SITE LIGHTING. CONNECT PHOTOCELL (MOUNTED ON EXTERIOR OF BUILDING) TO TIMECLOCK FOR DUSK/DAWN CONTROL - SEE ES-1  
200A MCB, 240/120V, 1PH ELECTRICAL PANEL TO BE PROVIDED BY BUILDING SUPPLIER. PROVIDE ELECTRICAL SERVICE GROUNDING CONNECTIONS AND WIRING - SEE ES-1.  
PROVIDE CAT-6 CABLE IN 1" TO THIS LOCATION FOR EXTERIOR WALL MOUNTED CCTV CAMERA. PROVIDE A BACKBOX FOR CAMERA MOUNTING AT APPROXIMATELY 10' AFG  
EXTERIOR WALL MOUNTED REVENUE METER SOCKET PER EVERSOURCE STANDARDS  
CAT-6 CABLE IN 1" TO THIS LOCATION FOR EXTERIOR WALL MOUNTED WIFI DEVICE. PROVIDE A BACKBOX FOR DEVICE MOUNTING AT APPROXIMATELY 10' AFG

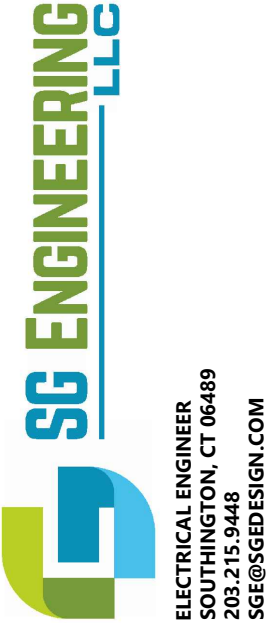
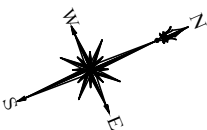
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ES-2

## ENLARGED LIGHT POLE AREA ELECTRICAL PLAN

SCALE: 1/8"= 1'-0"

2#12, #12G, 1" TO SITE LIGHT  
(2) CAT-6 CABLES IN 1" TO LIGHT POLE FOR TWO POLE MOUNTED CAMERAS AND WIFI DEVICE. TERMINATE CAT6 CABLES AT CONDUIT FITTINGS IN THE POLE AT 10' ABOVE GRADE  
2#12, #12G, 1" TO SITE LIGHT  
(2) CAT-6 CABLES IN 1" TO LIGHT POLE FOR TWO POLE MOUNTED CAMERAS. TERMINATE CAT6 CABLES AT CONDUIT FITTINGS IN THE POLE AT 10' ABOVE GRADE  
COMMUNICATIONS HANDHOLE  
POWER HANDHOLE  
CAT-6 CABLE IN 1" FOR BLUEPHONE VOIP  
2#12 (FROM TIMECLOCK, TO SITE LIGHTS), 2#12 (FOR BLUE PHONE) & 1#12G IN 1", FROM (2) 20A-1P BREAKERS  
(5) CAT6 CABLES IN 1-1/2" FOR BLUEPHONE, THREE POLE MOUNTED CAMERAS AND ONE POLE MOUNTED WIFI DEVICE  
FREESTANDING EMERGENCY BLUE PHONE (TALKPHONE MODEL #ETP-MTE-72 WITH VOIP-500E CALL STATION)  
(1) 3" WITH PULLSTRING FOR TELECOMM SERVICE FROM UTILITY POLE TO STUB-UP IN MECHANICAL ROOM OF RESTROOM BUILDING. PROVIDE TWO INTERMEDIATE HANDHOLES DUE TO LENGTH OF RUN.  
(1) 3" FOR ELECTRICAL SERVICE, FROM UTILITY POLE TO THE UTILITY REVENUE METER



DESCRIPTION	DATE	BY

ELECTRICAL OVERALL SITE PLAN  
CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL  
KENMORE AVENUE  
WATERBURY, CONNECTICUT

SG	SG	SG
DESIGNED	DRAWN	CHECKED
AS NOTED		
MAY 1, 2023		
11014.00091		
PROJECT NO.		
09 OF 32		
SHEET NO.		
ES-2		
SHEET NAME		



- 
- The image displays a complex technical drawing, likely a site plan or map, overlaid on a grid of numerical data. The drawing features a large rectangular area with a grid of numbers, a smaller rectangular area with a grid of numbers, and a large irregular area with a grid of numbers. The drawing also includes a compass rose, a scale bar, and a north arrow.
- The grid of numbers is composed of a 10x10 grid of cells, each containing a numerical value. The values are distributed across the grid, with some cells containing zero and others containing non-zero values. The non-zero values are primarily located in the central and right-hand portions of the grid, with some values extending to the left edge. The values are generally small, ranging from 0.0 to 0.9, and are often repeated in adjacent cells.
- The drawing includes a compass rose in the upper right corner, indicating the orientation of the plan. A scale bar is located in the lower right corner, providing a reference for the dimensions of the plan. A north arrow is also present, pointing towards the top of the image.
- The overall layout suggests a detailed analysis or mapping of a specific area, with the numerical grid providing a quantitative representation of the data being analyzed. The drawing is presented in a clean, technical style, typical of engineering or scientific documentation.


## MEET NAME





AS MANUFACTURED BY:  
DUMOR INC. (OR APPROVED EQUAL)  
138 INDUSTRIAL CIR.  
MIFFLINTOWN, PA 17059  
800-598-4018 (LOCAL REP: ME OBRIEN & SONS, BRIAN IOFOLLA)


TRASH RECEPTACLE:		
ITEM:	QTY.	DESCRIPTION
(R)	1	RECEPTACLE 436, 40 GALLON W/ SHIELD, SURFACE MOUNT, COLOR BLACK

BIKE RACK:		
ITEM:	QTY.	DESCRIPTION
1	3	BIKE RACK 293, SURFACE MOUNT, COLOR BLACK


PAVILION:		DESCRIPTION
ITEM:	QTY.	
	1	SQR-12 MULTI-RIB FRAME - SURREY BEIGE ROOF - PATINA GREEN

<u>SITE SECURITY LIGHT:</u>		
<u>ITEM:</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
	2	OPF-S OPTIFORM SMALL LUMINAIRE UNV VOLTAGE, ARM MOUNT SRAIGHT, ROUND 18' HT, CAST ALUMINUM POLE, COLOR: BLACK

FLAG POLE:		DESCRIPTION
ITEM:	QTY.	
	1	30' HEIGHT. ALUMINUM FLAG POLE, IRW30C61, COLOR= SATIN BLACK

ORNAMENTAL FENCE:		
ITEM:	QTY.	DESCRIPTION
		MONTAGE INDUSTRIAL MAJESTIC, 4' HEIGHT, COLOR BLACK

MAINTENANCE GATE:		
ITEM:	QTY.	DESCRIPTION
1	1	MONTAGE II MAJESTIC, 4' HEIGHT, COLOR BLACK

<u>BASKETBALL BACKBOARD:</u>		
<u>ITEM:</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
	1	PR52 HEAVY-DUTY FINISHED ALUMINIUM FAN GOOSENECK, 48" PLAY SPACE, FIXED POLE AND BACKBOARD SYSTEM

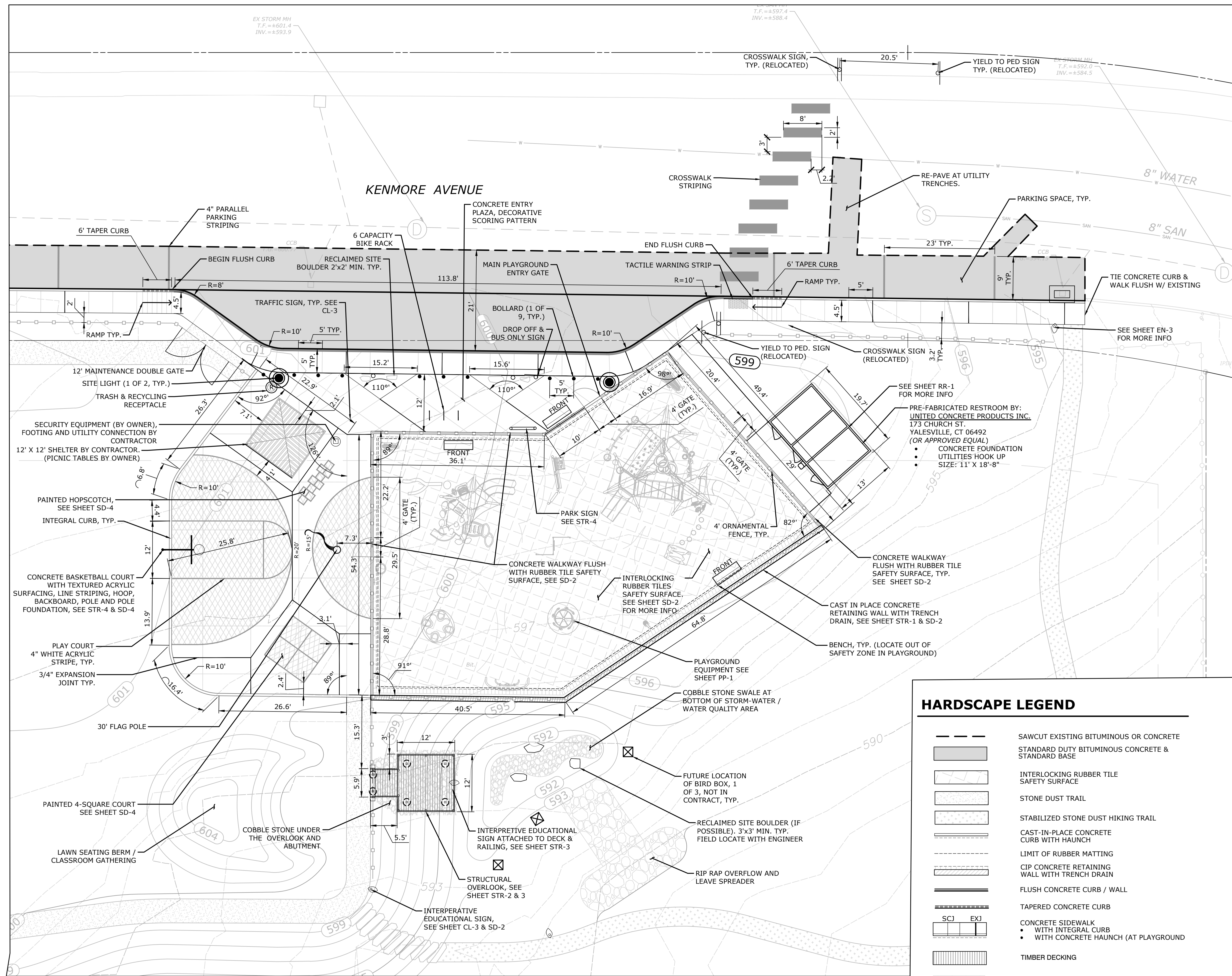
PLAYGROUND EQUIPMENT:

ITEM: SEE PAGE PG-1 FOR MANUFACTURER'S LAYOUT INFO  
AND QUANTITIES

SAFETY USE ZONE, TYP.

EQUIPMENT, TYP. (NOT TO SCALE)

<u>BIRD BOX:</u>		
ITEM:	<u>QTY.</u>	<u>DESCRIPTION</u>
	3	FUTURE PHASE FOR COMMUNITY PROJECT
<input checked="" type="checkbox"/>		



SAWCUT EXISTING BITUMINOUS OR CONCRETE  
STANDARD DUTY BITUMINOUS CONCRETE &  
STANDARD BASE

INTERLOCKING RUBBER TILE  
SAFETY SURFACE

STONE DUST TRAIL

STABILIZED STONE DUST HIKING TRAIL

CAST-IN-PLACE CONCRETE  
CURB WITH HAUNCH

LIMIT OF RUBBER MATTING

CIP CONCRETE RETAINING  
WALL WITH TRENCH DRAIN

FLUSH CONCRETE CURB / WALL

TAPERED CONCRETE CURB

CONCRETE SIDEWALK  
 • WITH INTEGRAL CURB  
 • WITH CONCRETE HAUNCH (AT PLAYGROUND)

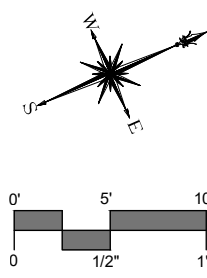
TIMBER DECKING

ACCESSIBLE CONCRETE RAMP WITH TACTILE  
WARNING STRIP

RIP RAP

COBBLE STONE

GRAVEL PAD



**SLR**

99 REALTY DRIVE  
CHESHIRE, CT 06410  
203.271.1773  
[SLRCONSULTING.COM](http://SLRCONSULTING.COM)

[illegible]

CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL  
KENMORE AVENUE  
WATERBURY, CONNECTICUT

CP DESIGNED	JW DRAWN	JJH CHECKED
1" = 10'		
SCALE		
JUNE 10. 2023		
DATE		
11014.00091		
PROJECT NO.		
11 OF 33		
SHEET NO.		

# CL-1

SHEET NAME





HARDSCAPE LEGEND

- STONE DUST TRAIL
- STABILIZED STONE DUST TRAIL (STEEP SLOPES)
- CONCRETE SIDEWALK CURB
- LIMIT OF TREE CLEARING
- STONE STEPS

MATERIALS LEGEND

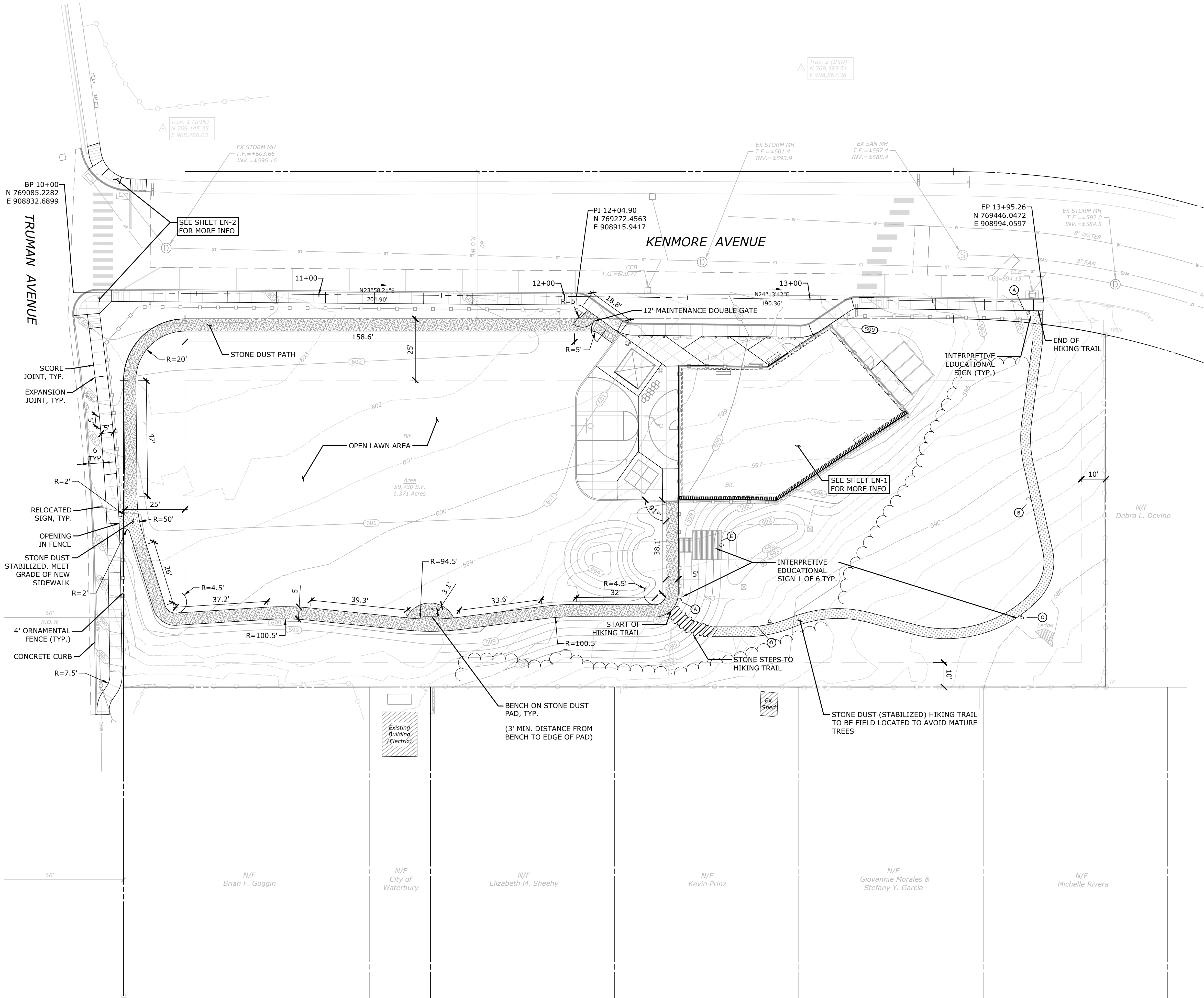
AS MANUFACTURED BY:  
GAMETIME  
150 PLAYCORE DR. SE  
FORT PAYNE, AL 35967  
256-845-5610 (LOCAL REP: MRC REC, MIKE STANKINA)

INTERPRETIVE EDUCATION SIGNS:

- ITEM: QTY. DESCRIPTION  
(A) 2 WELCOME SIGN  
ORDER # 38027
- ITEM: QTY. DESCRIPTION  
(B) 1 HABITATS FUN FACTS SIGN  
ORDER # 38060
- ITEM: QTY. DESCRIPTION  
(C) 2 TREE FUN FACTS SIGN  
ORDER # 38027
- ITEM: QTY. DESCRIPTION  
(D) 1 BUTTERFLY FUN FACTS SIGN  
ORDER # 38021
- ITEM: QTY. DESCRIPTION  
(E) 1 CUSTOM FIBERGLASS SIGN - 2 SIDED  
ORDER # 5036

AS MANUFACTURED BY:  
DUMOR INC.  
(OR APPROVED EQUAL)  
138 INDUSTRIAL CIR.  
MIFFLINTOWN, PA 17059  
800-598-4018 (LOCAL REP: ME OBRIEN & SONS, BRIAN IOFOLLA)

- SITE BENCH:  
ITEM: QTY. DESCRIPTION  
1 BENCH 119 WITH CENTER ARMREST, 6'  
LENGTH, SURFACE MOUNT, COLOR BLACK



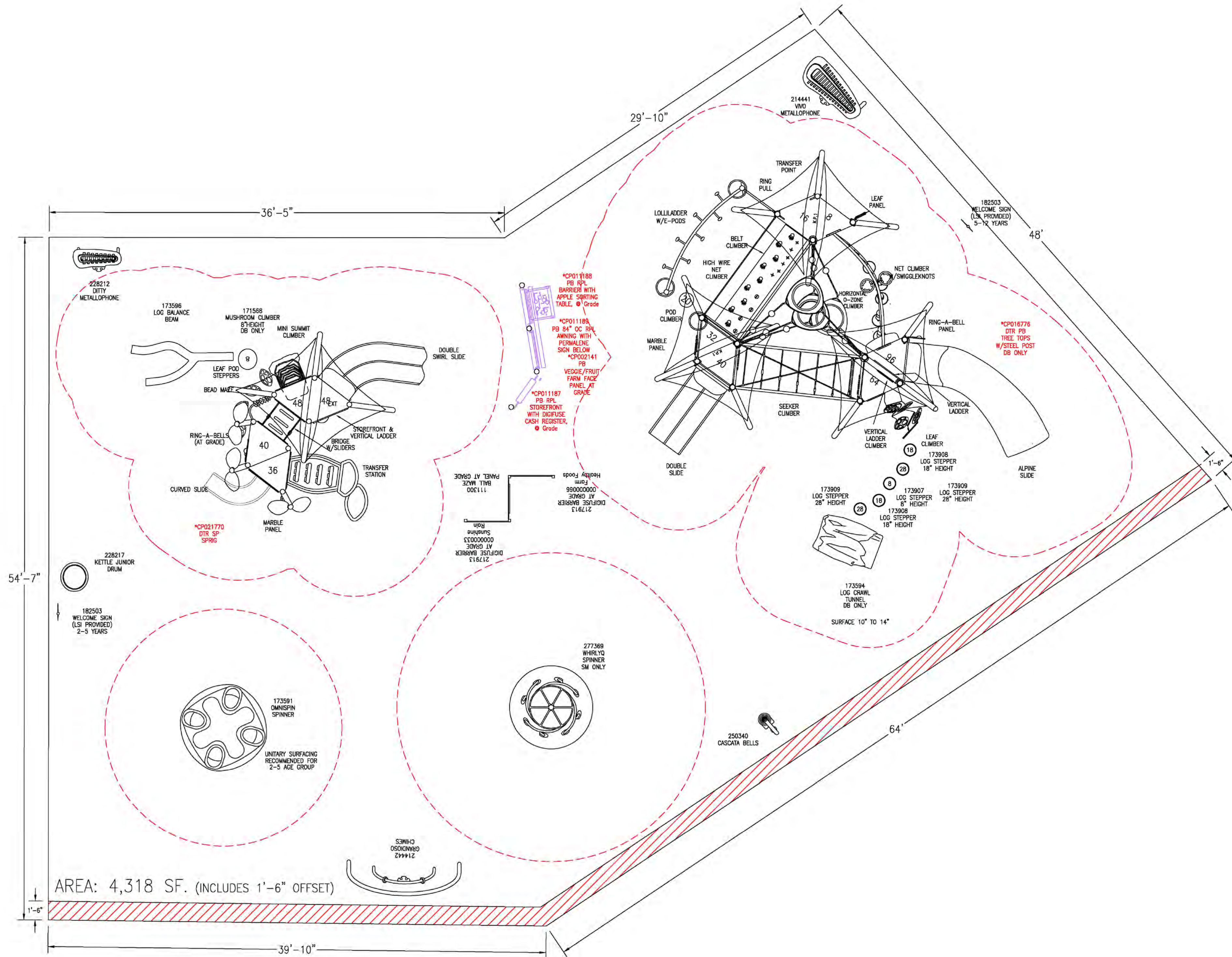
DESCRIPTION	DATE	BY

CONSTRUCTION LAYOUT - TRAIL LOOP  
CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL  
KENMORE AVENUE  
WATERBURY, CONNECTICUT

CP	JW	JJH
DESIGNED	DRAWN	CHECKED
SCALE 1" = 20'		
DATE JUNE 10, 2023		
PROJECT NO. 11014.00091		
SHEET NO. 13 OF 33		
CL-3		
SHEET NAME		



11/20/23 11:41 AM C:\Users\jra\OneDrive\Documents\CARRINGTON LEARNING PARK\DWG\ME023372.DWG  
11/20/23 11:41 AM C:\Users\jra\OneDrive\Documents\CARRINGTON LEARNING PARK\DWG\ME023372.DWG



#### AGES 5-12

TOTAL ELEVATED PLAY COMPONENTS	10		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED	5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	13	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7	REQUIRED	7

#### AGES 2-5

TOTAL ELEVATED PLAY COMPONENTS	7		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	7	REQUIRED	4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	11	REQUIRED	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	6	REQUIRED	6



CARRINGTON LEARNING PARK  
WATERBURY, CT

M.E. O'BRIEN &  
SONS, INC.  
BRIAN IAFOLLA

SYSTEM TYPE:  
SMART PLAY/IND

DRAWING #:  
ME023372



landscape  
structures®



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with a \*) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org)

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

IT IS THE MANUFACTURER'S OPINION AND INTENT THAT THE LAYOUT OF THESE COMPONENTS CONFORM WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S (CPSC) "HANDBOOK FOR PUBLIC PLAYGROUND SAFETY".

DESIGNED BY:  
JRA

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LANDSCAPE STRUCTURES, INC.  
601 7th STREET SOUTH - P.O. BOX 198  
DELANO, MINNESOTA 55328  
PH: 1-800-328-0035 FAX: 1-763-972-6091

Date Previous Drawing # Initials

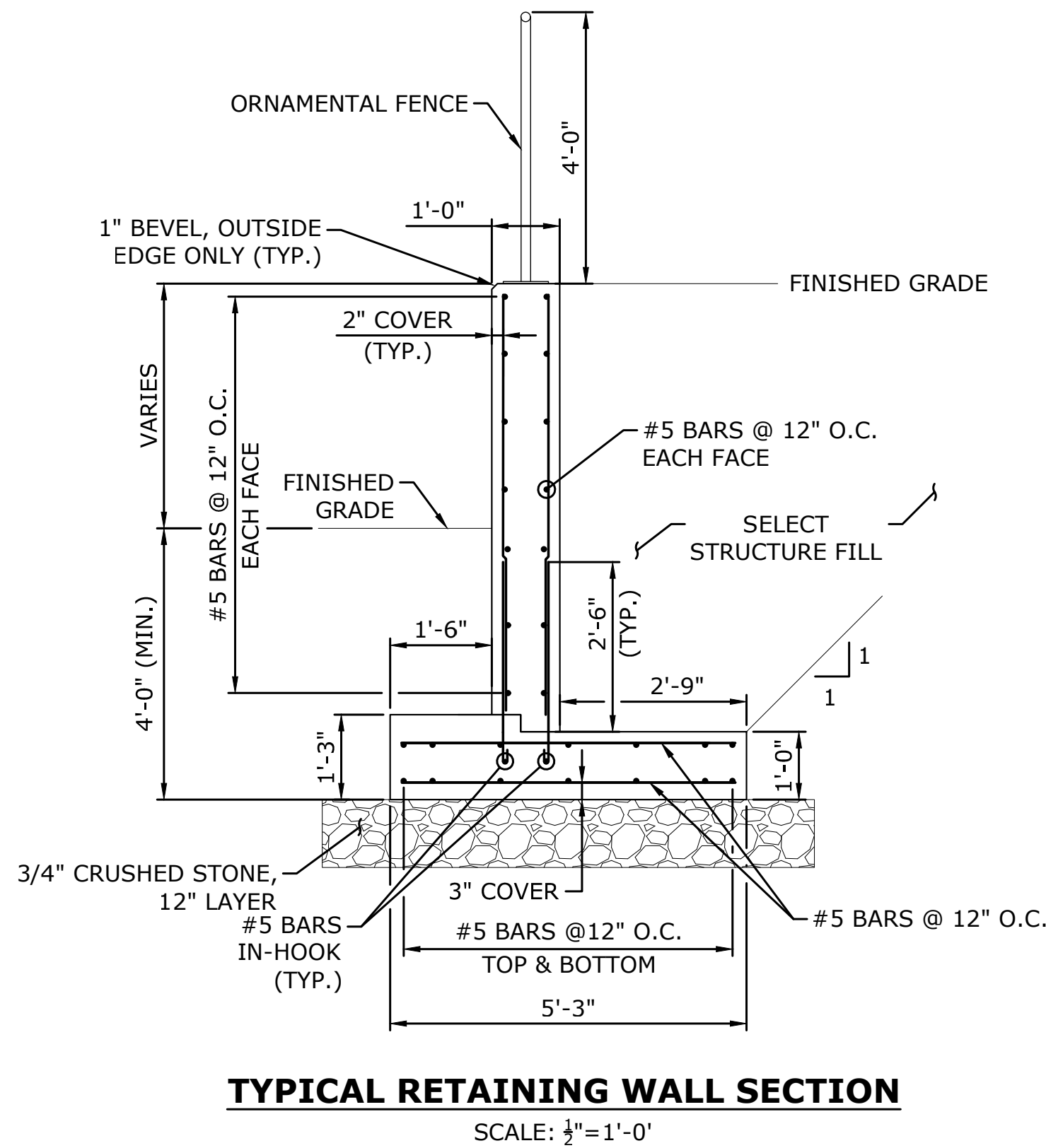
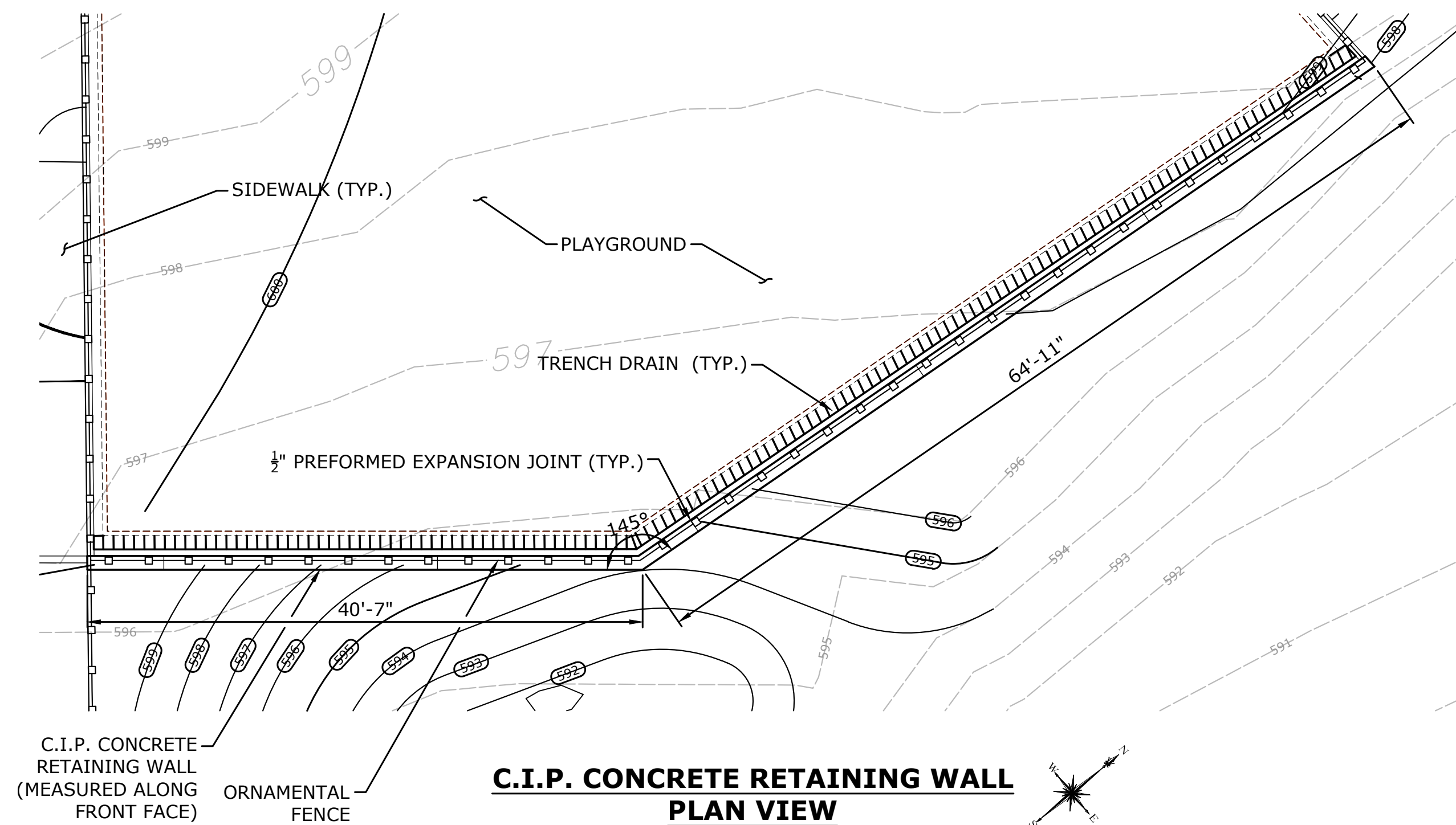
#### PLAYGROUND MANUFACTURER'S PLAN

CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL  
KENMORE AVENUE  
WATERBURY, CONNECTICUT

DESIGNED	DRAWN	CHECKED
SCALE	1"= 5'-0"	
DATE	JUNE 10, 2023	
PROJECT NO.	11014.00091	
SHEET NO.	14 OF 33	
PG-1		
SHEET NAME		



PROJECT: CARRINGTON LEARNING PARK  
SHEET: STR-1 OF 33  
DATE: 6/10/23  
DRAWN BY: CJP  
CHECKED BY: NP  
SCALE: 1/8" = 1'-0"

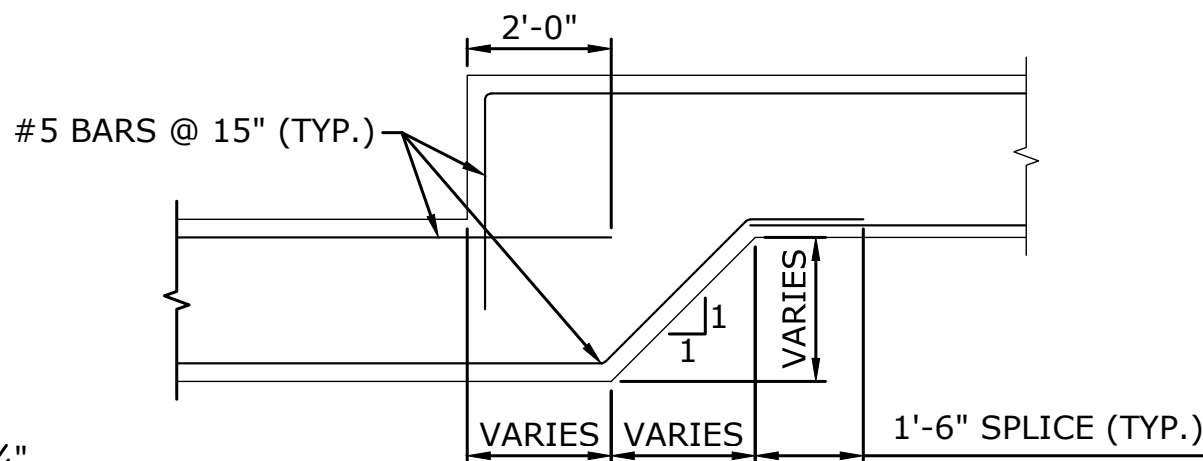
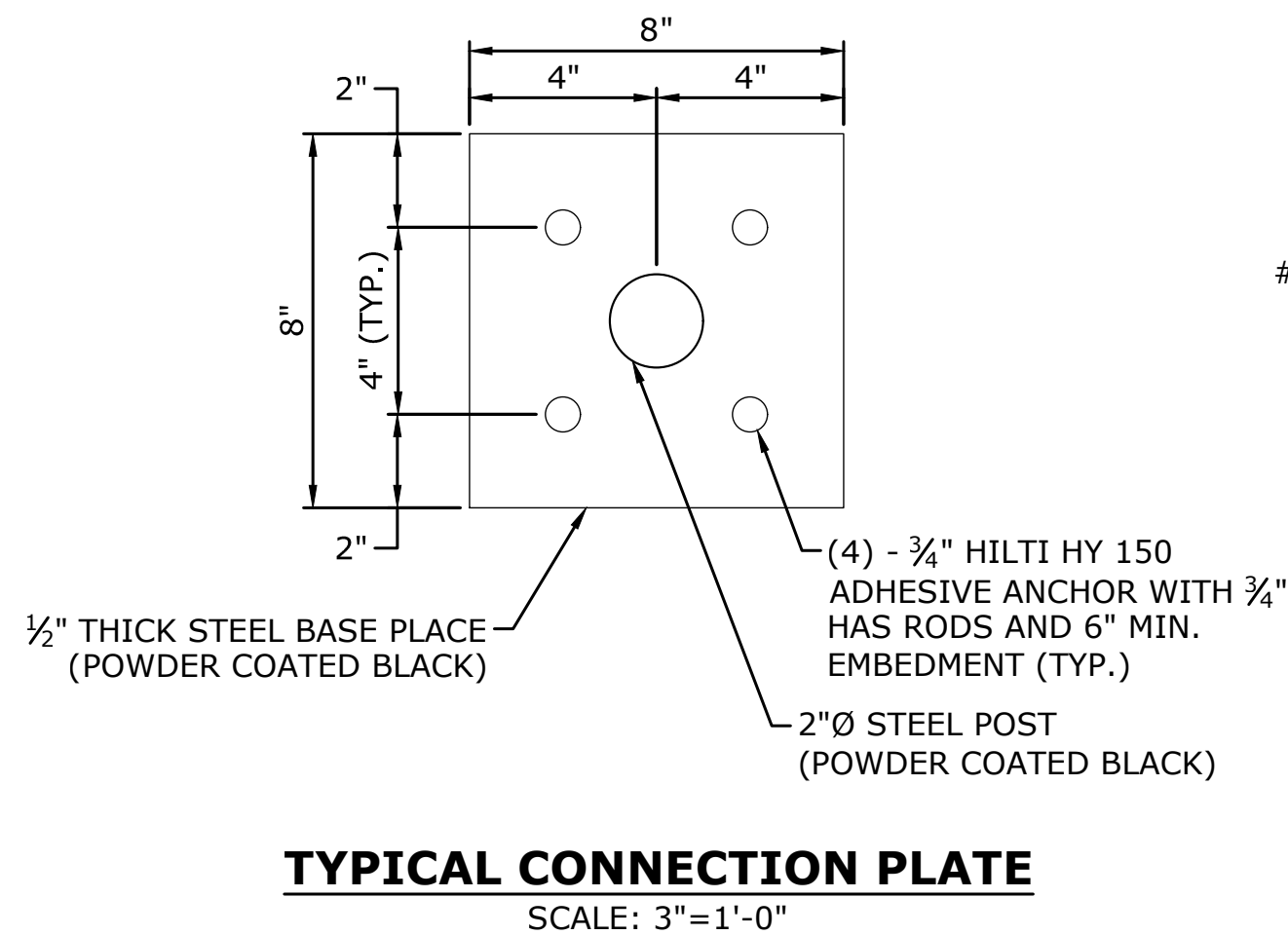
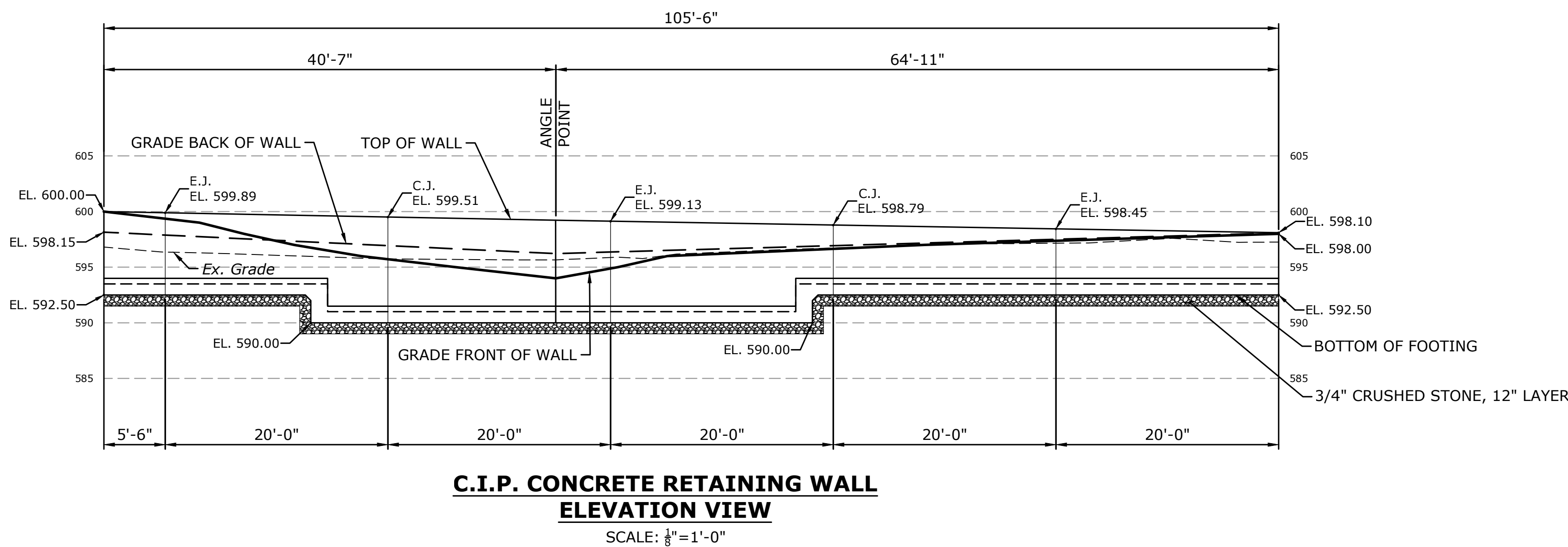


### GENERAL NOTES

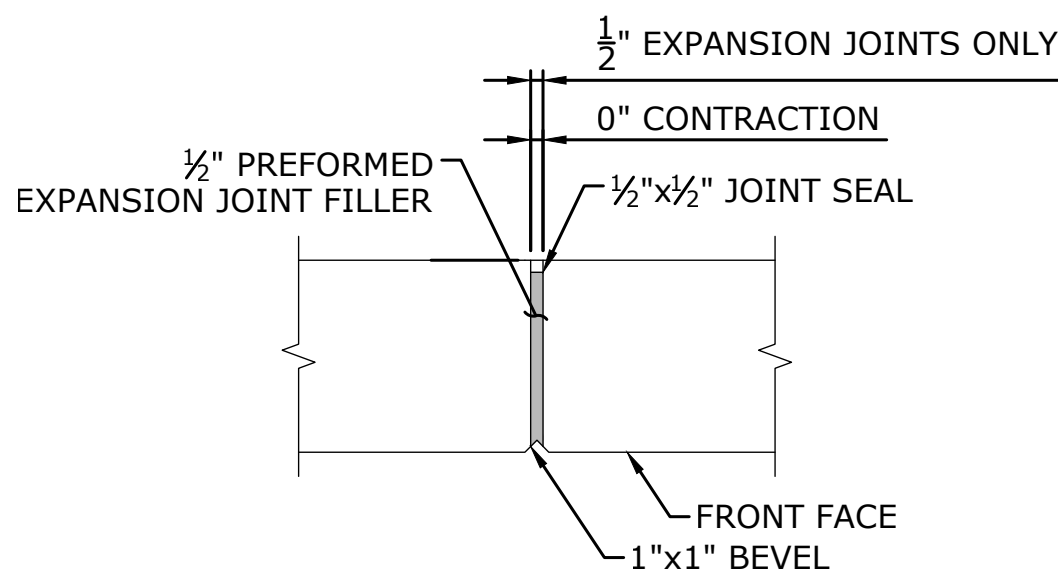
- ALLOWABLE DESIGN STRESSES:** PCC04460 BASED ON  $f'_c = 4,400$  psi
- DIMENSIONS:** WHEN DECIMAL DIMENSIONS ARE GIVEN TO LESS THAN THREE DECIMAL PLACES, THE OMITTED DIGITS SHALL BE ASSUMED TO BE ZEROS.

### CONCRETE NOTES

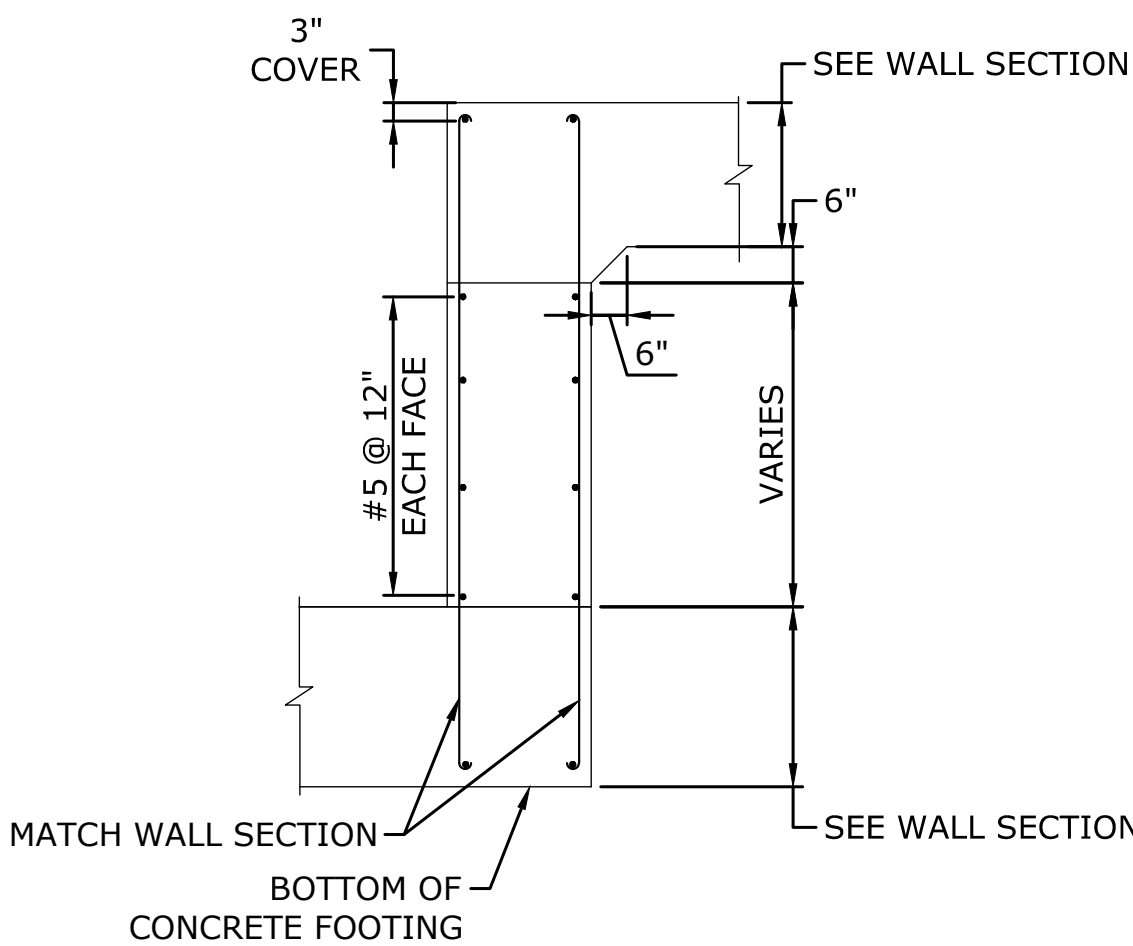
- PCC04460 CONCRETE:** CONCRETE SHALL BE USED FOR RETAINING WALL STEM & FOOTING.
- EXPOSED EDGES:** EXPOSED EDGES OF CONCRETE SHALL BE BEVELED 1"x1" UNLESS DIMENSIONED OTHERWISE.
- CONCRETE COVER:** ALL REINFORCEMENT SHALL HAVE TWO INCHES COVER UNLESS DIMENSIONED OTHERWISE.
- REINFORCEMENT:** ALL REINFORCEMENT SHALL BE ASTM A615 GRADE 60.
- CONSTRUCTION JOINTS:** CONSTRUCTION JOINTS, OTHER THAN THOSE SHOWN ON THE PLANS, WILL NOT BE PERMITTED WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.



**NOTE**  
FOR THE PURPOSE OF CLARITY, ONLY LONGITUDINAL BARS ARE SHOWN



- NOTES**
- JOINT SEAL TO EXTEND FROM TOP OF FOOTING TO TOP OF WALL
  - NO REINFORCEMENT SHALL PASS THROUGH EXPANSION OR CONTRACTION JOINTS
  - REINFORCEMENT SHALL PASS THROUGH CONSTRUCTION JOINTS



### RETAINING WALL - STRUCTURAL PLAN, ELEVATION, & DETAILS

CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL  
KENMORE AVENUE  
WATERBURY, CONNECTICUT

KP	MO	NP
DESIGNED	DRAWN	CHECKED
AS NOTED		
JUNE 10, 2023		
11014.00091		
15 OF 33		
STR-1		

GENERAL NOTES

- ALLOWABLE DESIGN STRESSES:  
PCC04460 BASED ON  $f_c = 4,400$  psi
- DIMENSIONS: WHEN DECIMAL DIMENSIONS ARE GIVEN TO LESS THAN THREE DECIMAL PLACES, THE OMITTED DIGITS SHALL BE ASSUMED TO BE ZEROS.
- THE CONTRACTOR SHALL OBTAIN A BUILDING PERMIT PRIOR TO THE BEGINNING OF WORK.
- ALL NAILS, SCREWS, CONNECTORS, BRACKETS, PLATES, AND FASTENERS ARE TO BE HOT-DIP GALVANIZED.
- BOARDWALK IS TO HAVE FOOTINGS AS SHOWN IN DETAILS ON THIS SHEET.

CONCRETE NOTES

- PCC04460 CONCRETE: CONCRETE SHALL BE USED FOR ABUTMENT PIER, UTILITY PAD, STAIRS AND ALL OTHER SITE ITEMS UNLESS NOTED OTHERWISE.
- EXPOSED EDGES: EXPOSED EDGES OF CONCRETE SHALL BE BEVELED 1"x1" UNLESS DIMENSIONED OTHERWISE.
- CONCRETE COVER: ALL REINFORCEMENT SHALL HAVE TWO INCHES COVER UNLESS DIMENSIONED OTHERWISE.
- REINFORCEMENT: ALL REINFORCEMENT SHALL BE ASTM A615 GRADE 60.
- CONSTRUCTION JOINTS: CONSTRUCTION JOINTS, OTHER THAN THOSE SHOWN ON THE PLANS, WILL NOT BE PERMITTED WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.

FASTENING NOTES

- JOISTS TO POSTS - 1/2"Ø LAG BOLTS & 3/4"Ø THRU BOLTS AS SHOWN ON DETAILS.
- DECKING TO JOISTS - 3" GALVANIZED SCREWS.
- RAILINGS TO POSTS - 3" GALVANIZED SCREWS.
- RAILING CABLES TO POSTS PER MANUFACTURER'S RECOMMENDATIONS.

BOARDWALK

PART 1 - GENERAL

DESCRIPTION OF WORK:

BOARDWALK CONSTRUCTION INCLUDES THE FOLLOWING TYPES OF WORK:

- LEGI RAILING
- CONCRETE ABUTMENTS
- CONCRETE PIERS
- WOOD FRAMING
- TIMBER DECKING
- TIMBER COLUMNS

REFERENCES

LUMBER STANDARDS: COMPLY WITH PS 20 AND WITH APPLICABLE RULES OF THE RESPECTIVE GRADING AND INSPECTING AGENCIES FOR SPECIES AND PRODUCTS INDICATED.

SUBMITTALS

PRODUCT DATA: SUBMIT MANUFACTURER'S SPECIFICATIONS AND INSTALLATION INSTRUCTIONS FOR MATERIALS LISTED BELOW:

WOOD TREATMENT DATA: SUBMIT TREATMENT MANUFACTURER'S INSTRUCTIONS FOR PROPER USE OF EACH TYPE OF TREATED MATERIAL.

PRESSURE TREATMENT: FOR EACH TYPE SPECIFIED, INCLUDE CERTIFICATION BY TREATING PLANT STATING CHEMICALS AND PROCESS USED, NET AMOUNT OF PRESERVATIVE RETAINED AND CONFORMANCE WITH APPLICABLE STANDARDS.

PRODUCT HANDLING

DELIVERY AND STORAGE: KEEP MATERIALS DRY AT ALL TIMES. PROTECT AGAINST EXPOSURE TO WEATHER AND CONTACT WITH DAMP OR WET SURFACES. STACK LUMBER AND PLYWOOD, AND PROVIDE AIR CIRCULATION WITHIN STACKS.

PART 2 - PRODUCTS

MATERIALS

LUMBER, GENERAL

FACTORY MARK EACH PIECE OF LUMBER WITH TYPE, GRADE, MILL AND GRADING AGENCY, EXCEPT OMIT MARKING FROM SURFACES TO BE EXPOSED WITH TRANSPARENT FINISH OR WITHOUT FINISH.

NOMINAL SIZES ARE INDICATED, EXCEPT AS SHOWN BY DETAIL DIMENSIONS. PROVIDE ACTUAL SIZES AS REQUIRED BY PS 20, FOR MOISTURE CONTENT SPECIFIED FOR EACH USE.

PROVIDE DRESSED LUMBER, S4S, UNLESS OTHERWISE INDICATED.

PROVIDE SEASONED LUMBER WITH 19% MAXIMUM MOISTURE CONTENT AT THE TIME OF DRESSING.

PROVIDE SOUTHERN PINE LUMBER, FOR FRAMING.

POSTS SHALL RUN FULL HEIGHT AND NO SPLICING ALLOWED.

MISCELLANEOUS MATERIALS

FASTENERS AND ANCHORAGES: PROVIDE SIZE, TYPE, MATERIAL AND FINISH AS INDICATED AND AS RECOMMENDED BY APPLICABLE STANDARDS, COMPLYING WITH APPLICABLE FEDERAL SPECIFICATIONS FOR NAILS, STAPLES, SCREWS, BOLTS, NUTS, WASHERS AND ANCHORING DEVICES. PROVIDE METAL HANGERS AND FRAMING ANCHORS OF THE SIZE AND TYPE RECOMMENDED BY THE MANUFACTURER FOR EACH USE INCLUDING RECOMMENDED NAILS. PROVIDE FASTENERS AND ANCHORAGES WITH A HOT-DIP ZINC COATING (ASTM A 153).

WOOD PRESERVATIVE TREATMENT: 0.40 CCA PER AWPA STANDARDS C2.

PART 3 - EXECUTION

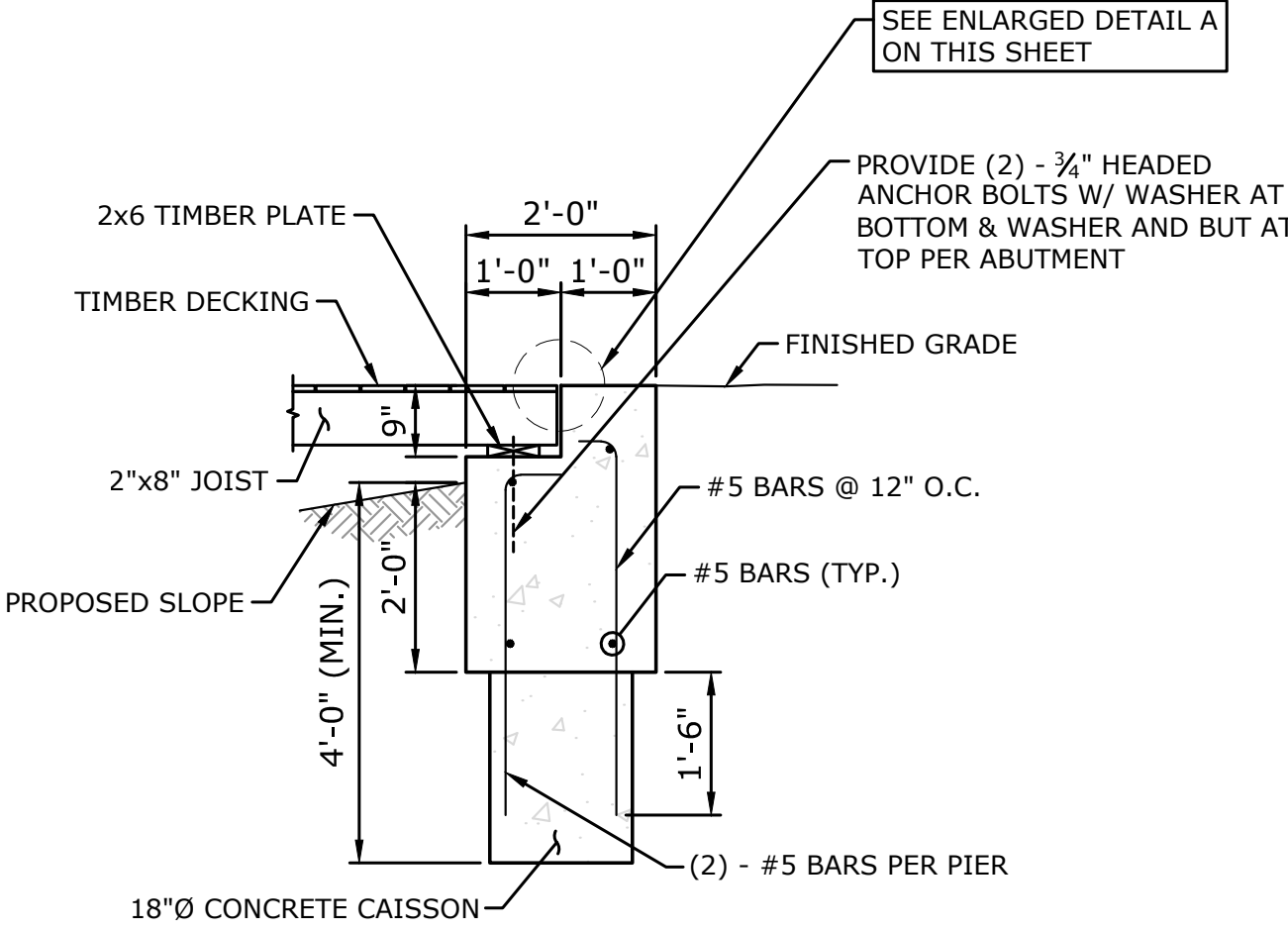
MATERIALS, GENERAL

DISCARD UNITS OF MATERIAL WITH DEFECTS WHICH MIGHT IMPAIR QUALITY OF WORK, AND UNITS WHICH ARE TOO SMALL TO USE IN FABRICATING WORK WITH MINIMUM JOINTS OR OPTIMUM JOINT ARRANGEMENTS.

SET CARPENTRY WORK ACCURATELY TO REQUIRED LEVELS AND LINES, WITH MEMBERS PLUMB AND TRUE AND ACCURATELY CUT AND FITTED.

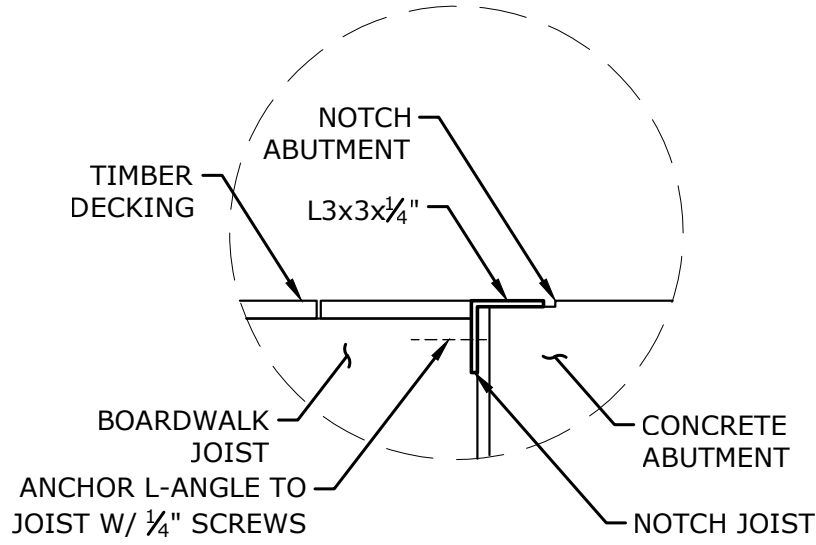
SECURELY ATTACH CARPENTRY WORK TO SUBSTRATE BY ANCHORING AND FASTENING AS SHOWN AND AS REQUIRED BY RECOGNIZED STANDARDS. COUNTERSINK SCREW AND NAIL HEADS ON EXPOSED CARPENTRY WORK AND RILL HOLES. SELECT FASTENERS OF SIZE THAT WILL NOT PENETRATE MEMBERS WHERE OPPOSITE SIDE WILL BE EXPOSED TO VIEW. MAKE TIGHT CONNECTIONS BETWEEN MEMBERS. INSTALL FASTENERS WITHOUT SPLITTING OF WOOD; PRE-DRILL AS REQUIRED.

ADA ACCESSIBILITY THE ENTIRE BOARDWALK IS TO BE HANDICAP ACCESSIBLE. CONTRACTOR TO MAINTAIN EXISTING ELEVATIONS.



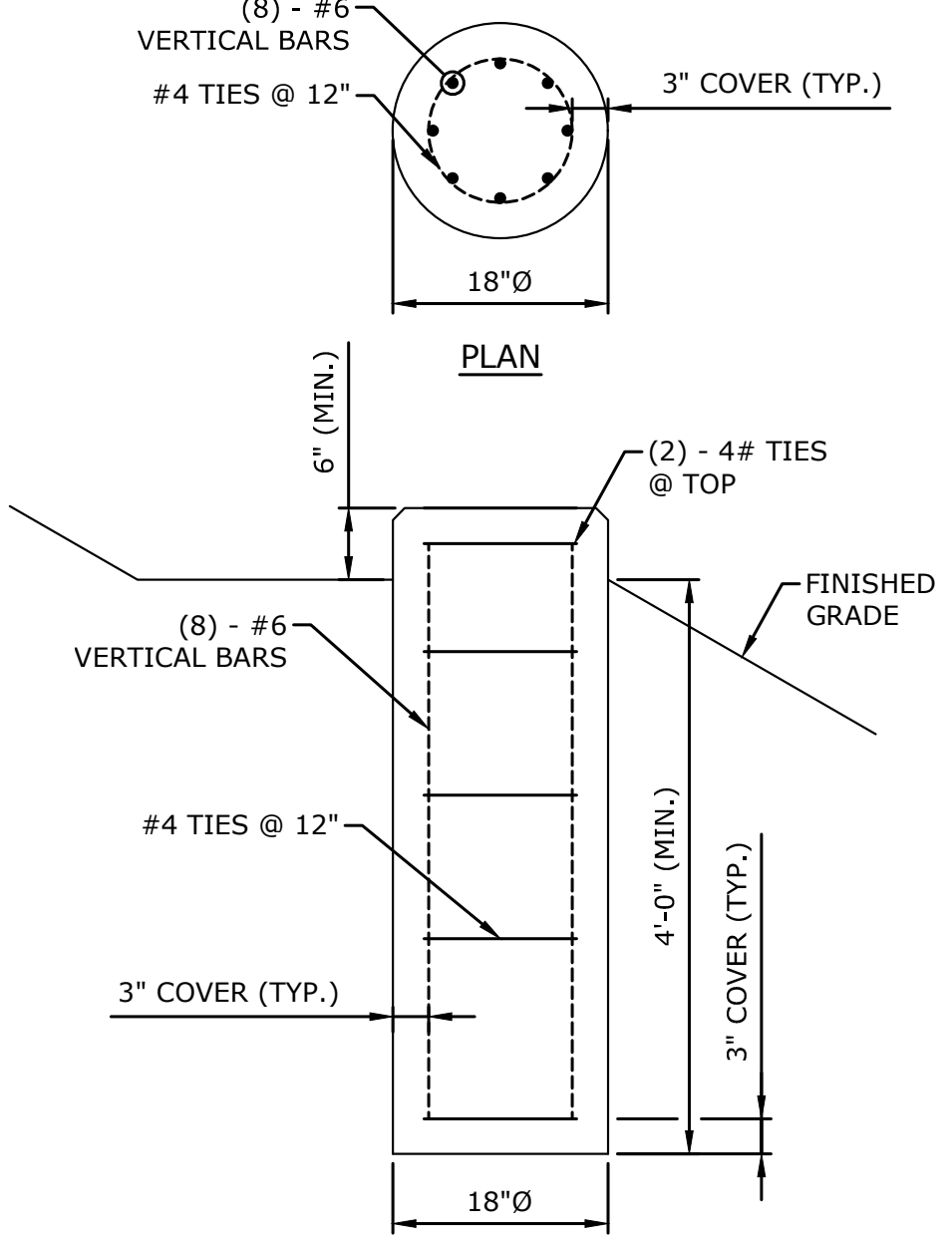
ABUTMENT ELEVATION

SCALE: 1/2" = 1'-0"



ENLARGED DETAIL A

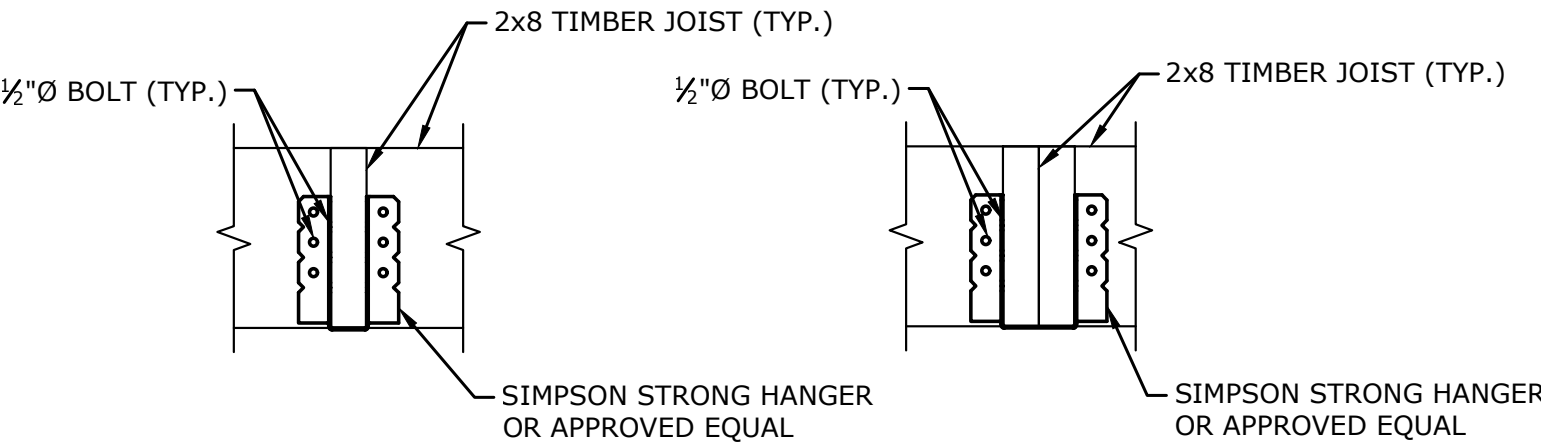
SCALE: 1 1/2" = 1'-0"



ELEVATION

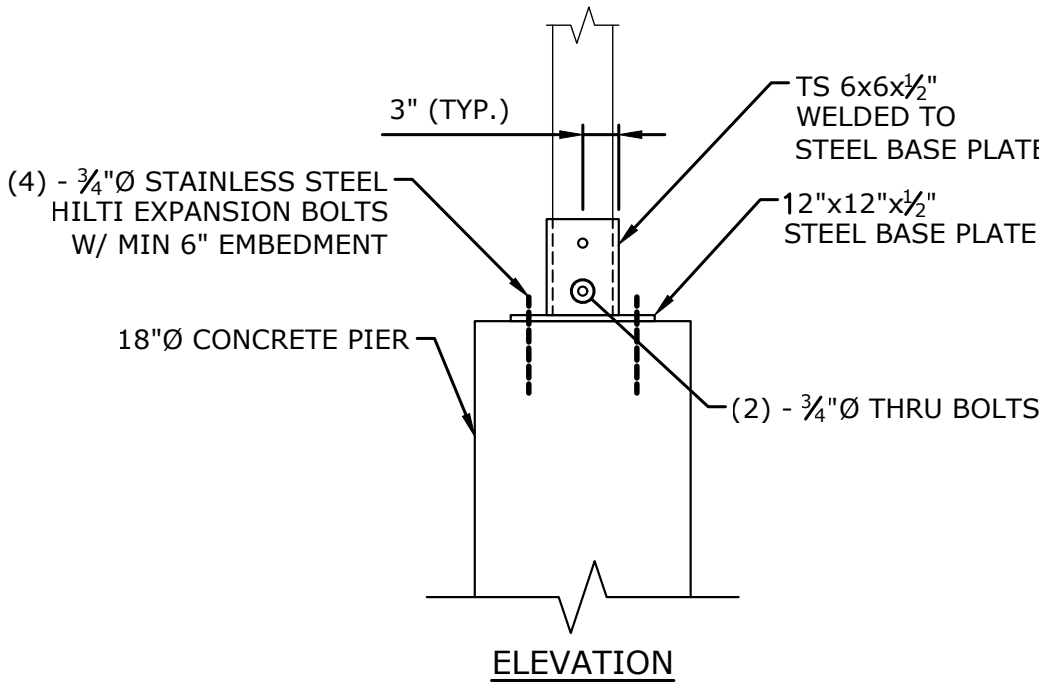
CONCRETE PIER FOR PLATFORM

SCALE: 3/4" = 1'-0"

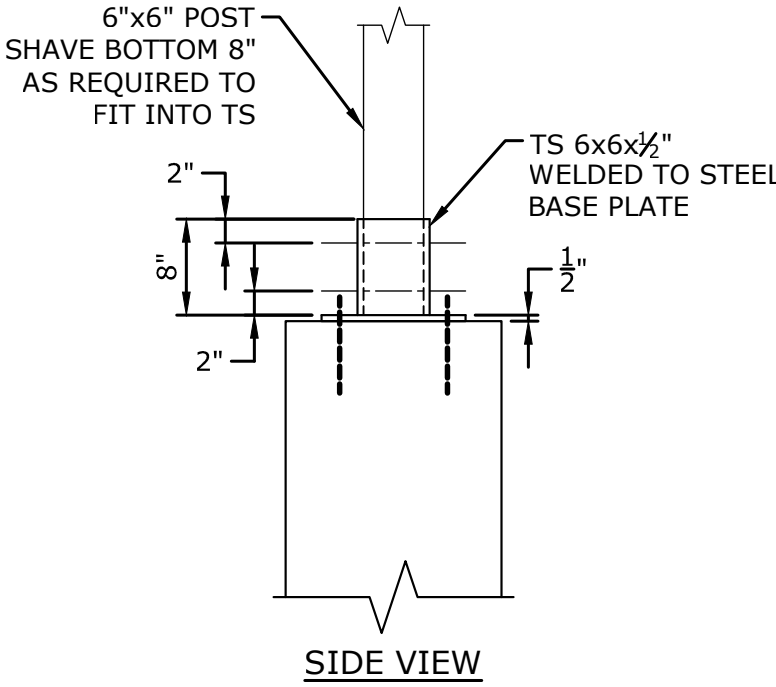


JOIST HANGER DETAIL

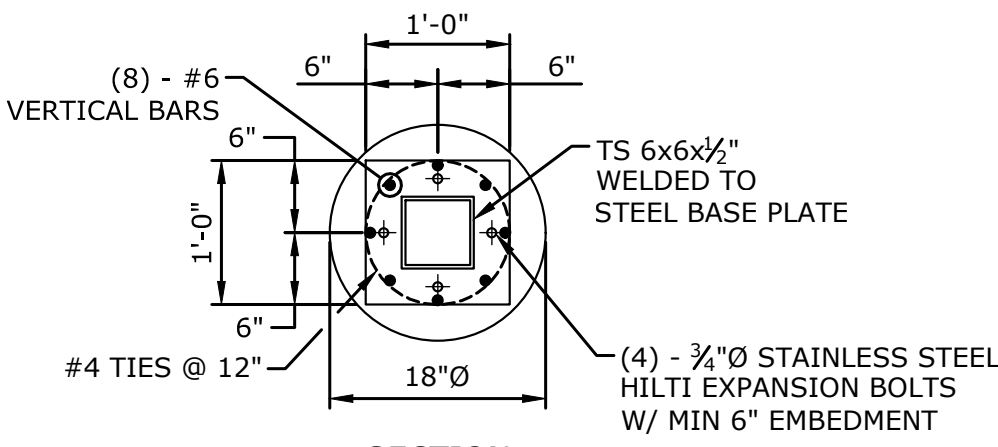
SCALE: 1 1/2" = 1'-0"



ELEVATION



SIDE VIEW



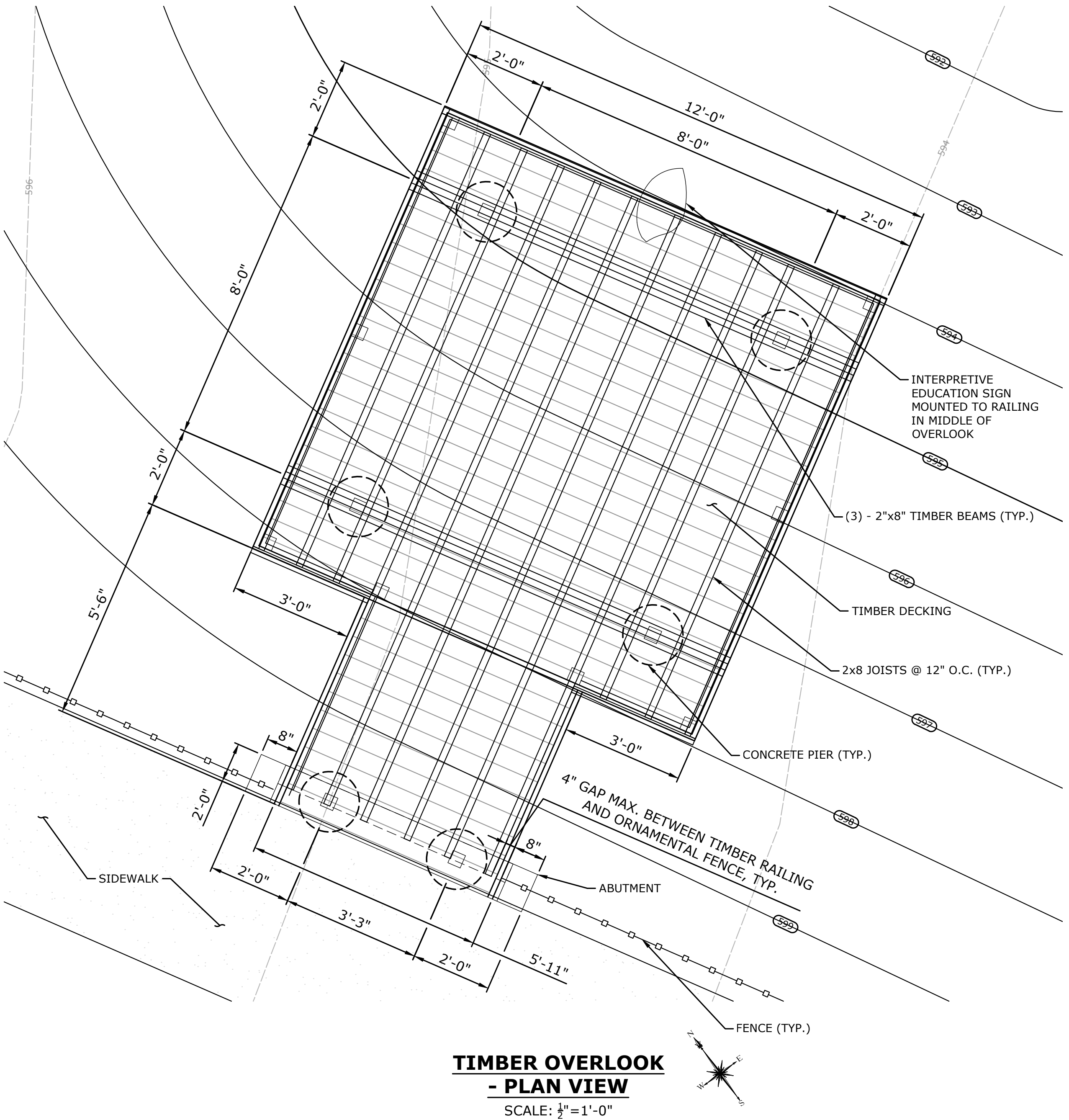
SECTION

POST TO CONCRETE PIER BRACKET DETAIL

SCALE: 3/4" = 1'-0"

NOTES

- AFTER THE TS SECTION IS WELDED TO THE BASE PLATE, THE ENTIRE BRACKET IS TO BE HOT-DIPPED GALVANIZED.
- PROVIDE SHOP DRAWINGS FOR TRIM BOARD AND STEEL BRACKET FOR APPROVAL.



TIMBER OVERLOOK  
- PLAN VIEW

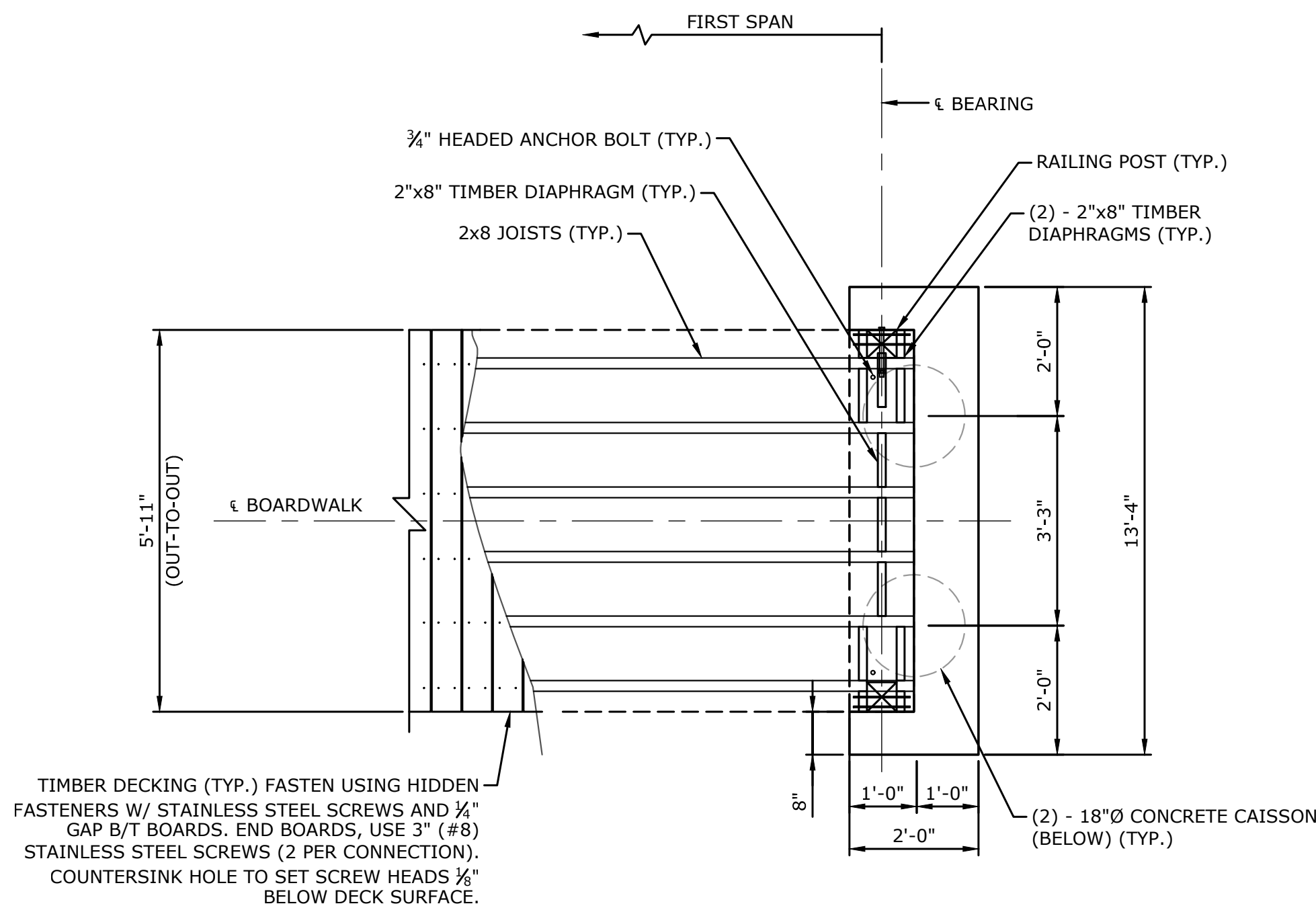
SCALE: 1/2" = 1'-0"

DESCRIPTION	DATE	BY
BID CONSTRUCTION DOCUMENTS	6/10/23	CJP

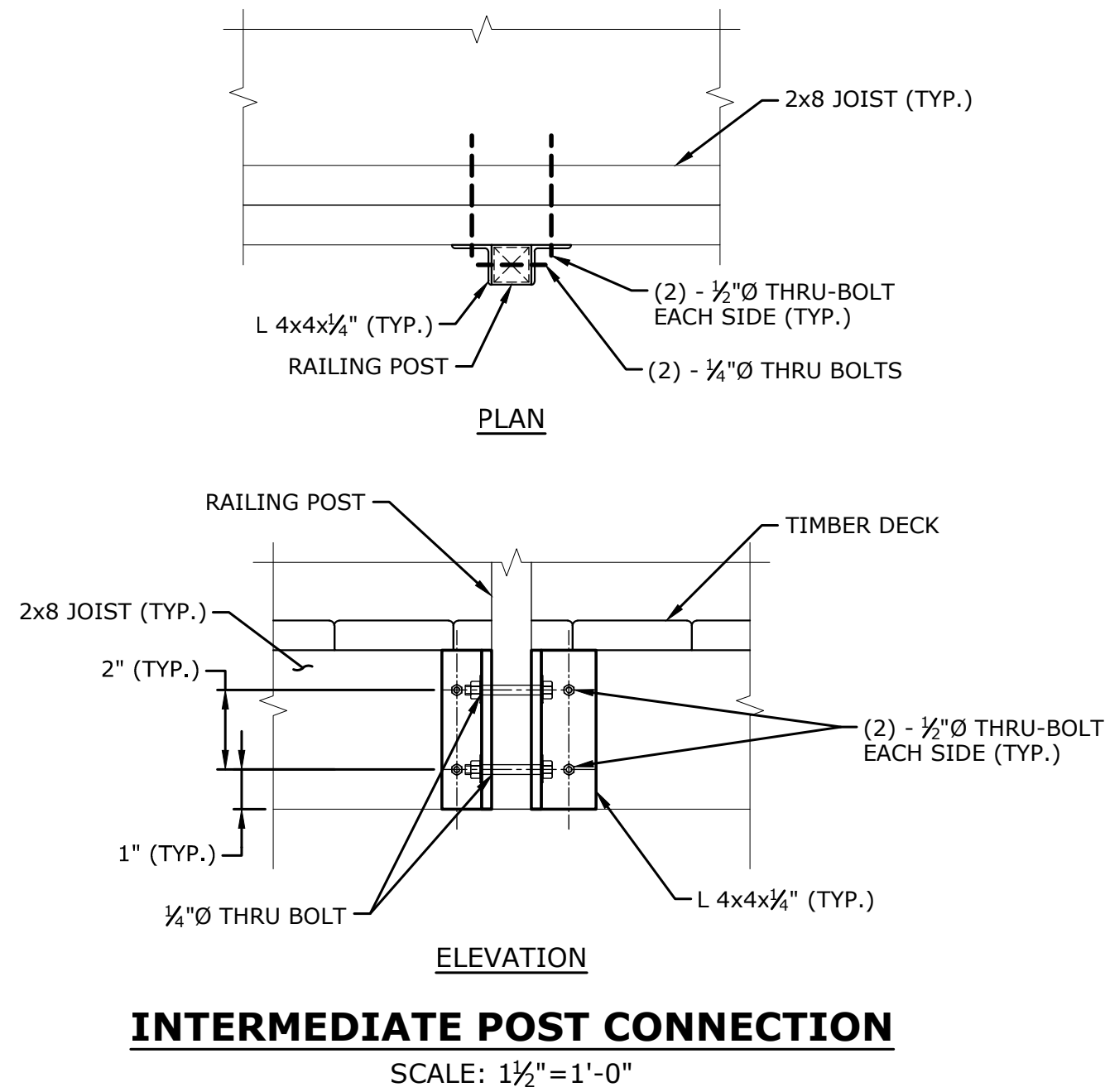
KP	MO	NP
DESIGNED	DRAWN	CHECKED
AS NOTED		
JUNE 10, 2023		
DATE		
11014.00091		
PROJECT NO.		
16 OF 33		
SHEET NO.		
STR-2		
SHEET NAME		



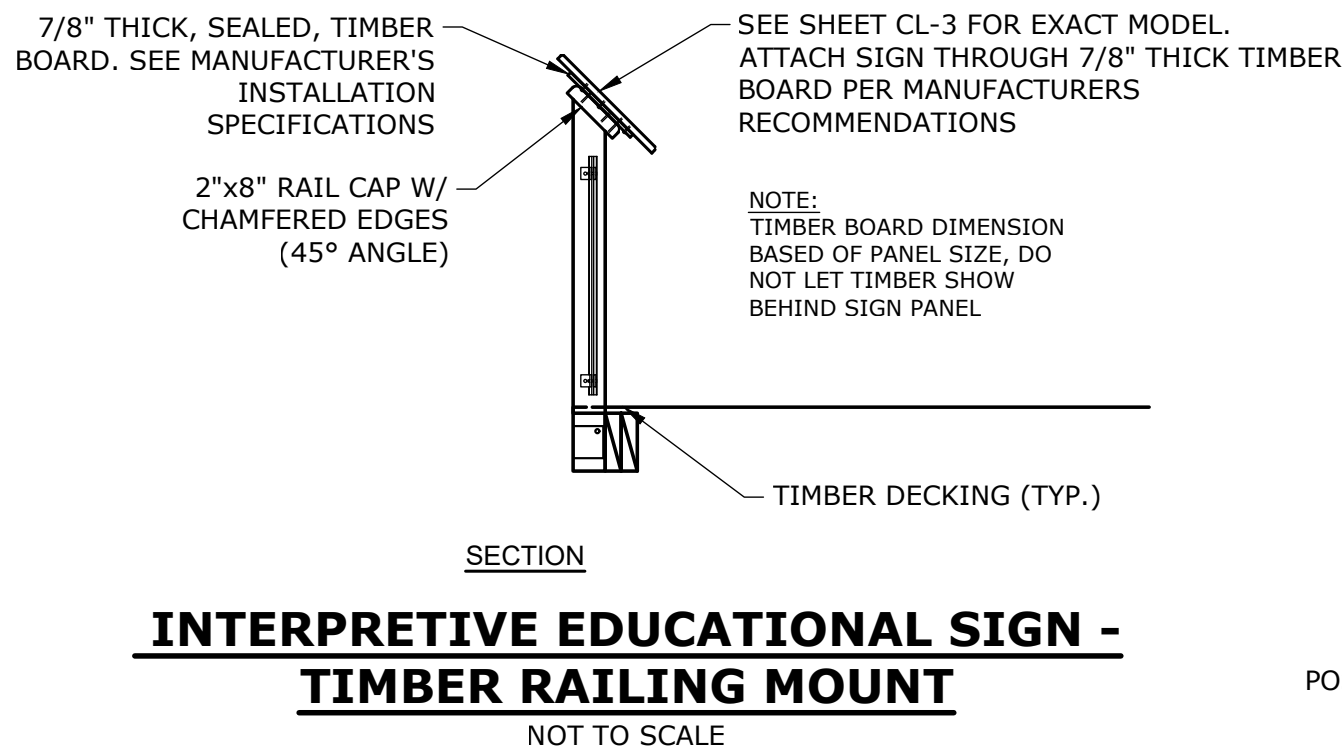
PROJECT: CARRINGTON LEARNING PARK AT CARRINGTON ELEMENTARY SCHOOL  
DRAWN BY: J. L. BROWN  
CHECKED BY: J. L. BROWN  
DATE: 6/10/23  
SCALE: 1/2" = 1'-0"



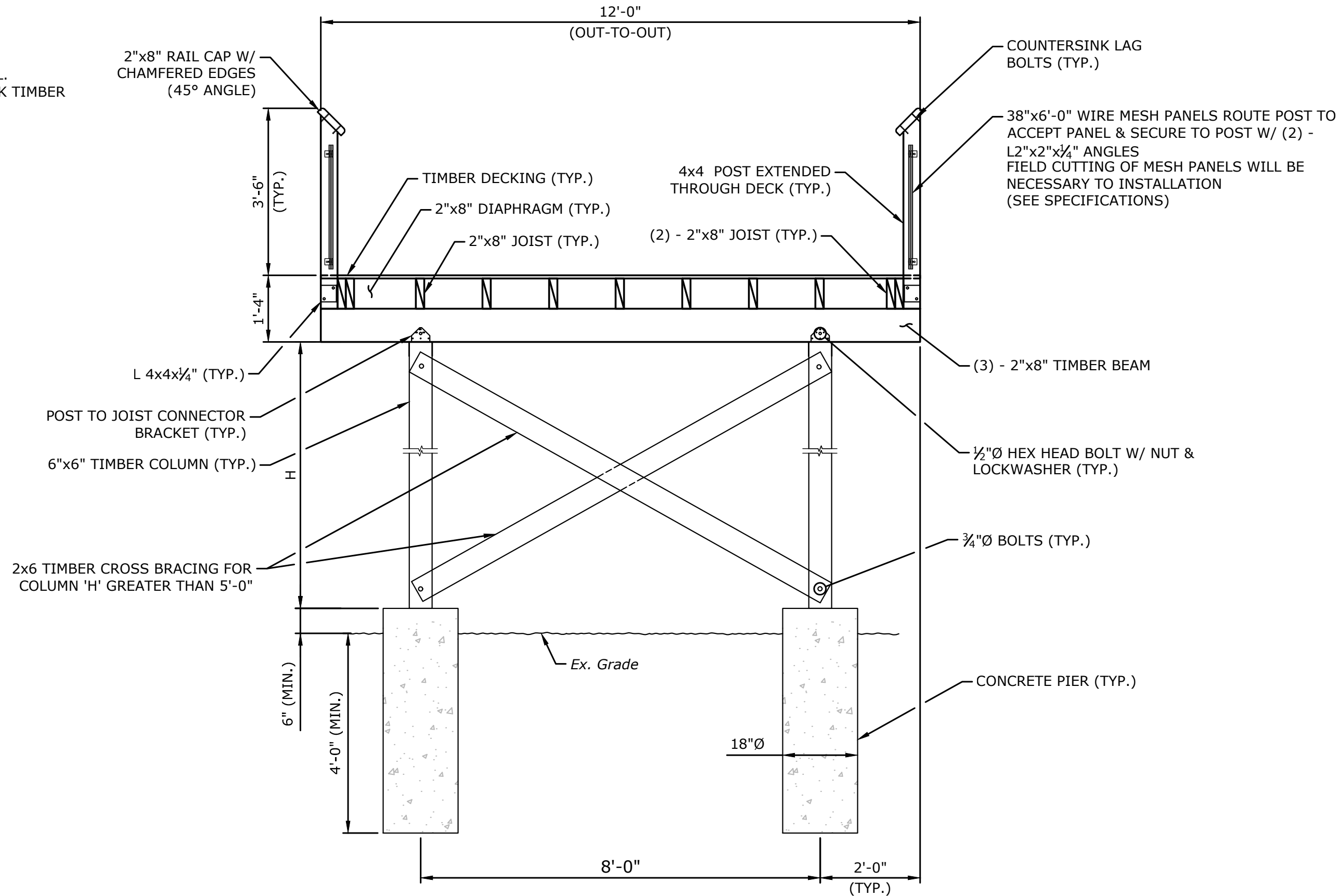
**TYPICAL ABUTMENT PLAN**  
SCALE: 1/2"=1'-0"



**INTERMEDIATE POST CONNECTION**  
SCALE: 1 1/2"=1'-0"

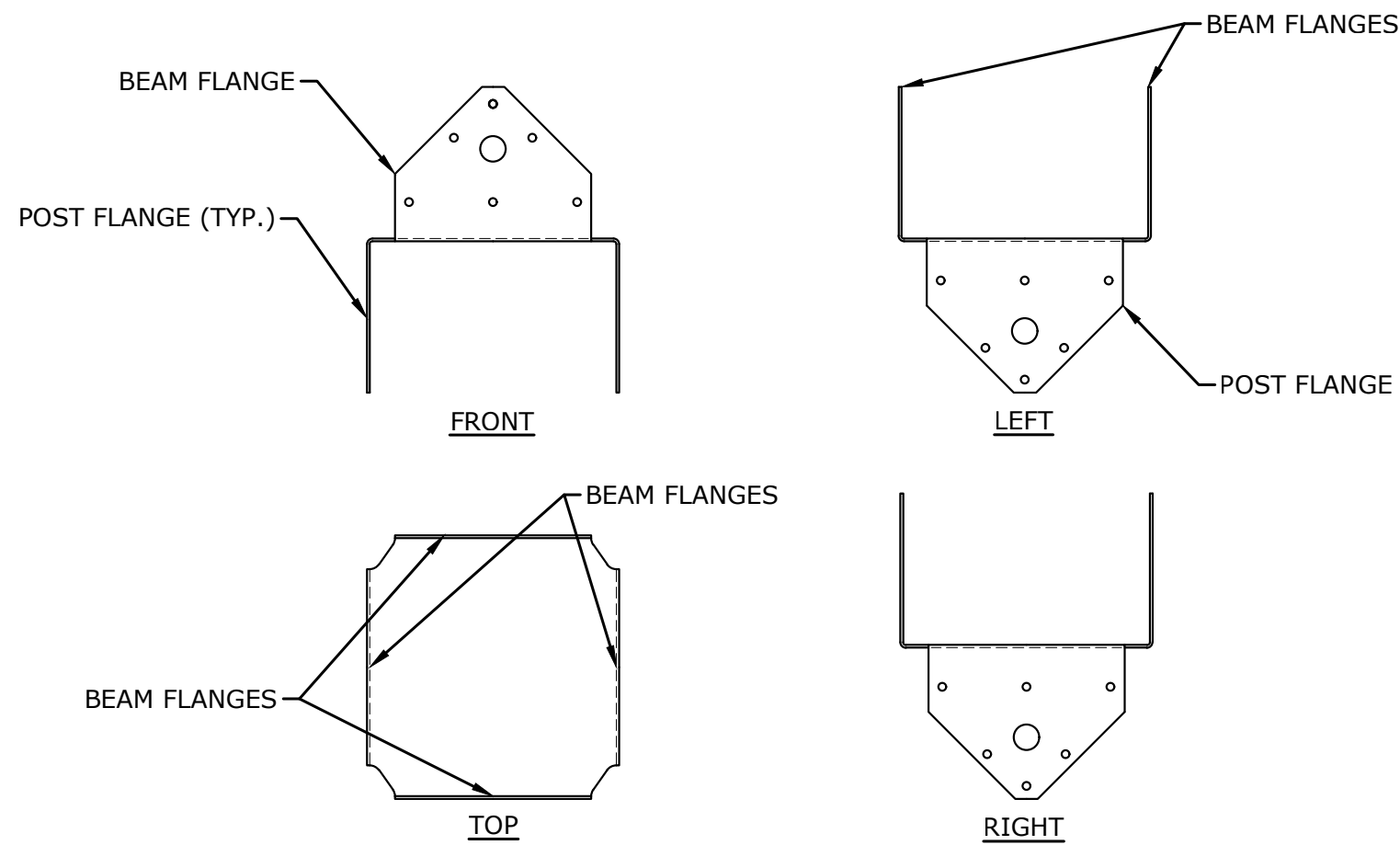


**INTERPRETIVE EDUCATIONAL SIGN -  
TIMBER RAILING MOUNT**  
NOT TO SCALE



**TYPICAL PLATFORM SECTION**  
SCALE: 1/2"=1'-0"

- NOTE:**
1. ALL POSTS AND TOP RAIL SHALL BE ACTUAL SIZE.
  2. ALL MEMBERS SHALL BE PRESSURE TREATED TIMBER, COLOR TO BE DETERMINED.
  3. ALL PRESSURE TREATED TIMBER SHALL BE NOMINAL SIZE.
  4. ALL EXPOSED END OF POSTS AND RAILS SHALL BE 1" CHAMFERED (45°) EDGES.
  5. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR APPROVAL.



**POST TO JOIST CONNECTOR**  
N.T.S.

- NOTES**
1. POST CONNECTOR SHALL BE BC6 POST CAP BY SIMPSON STRONG-TIE OR APPROVED EQUAL.
  2. POST CONNECTORS AND FASTENERS SHALL BE HOT-DIP GALVANIZED USING ZMAX G185 OR APPROVED EQUAL.

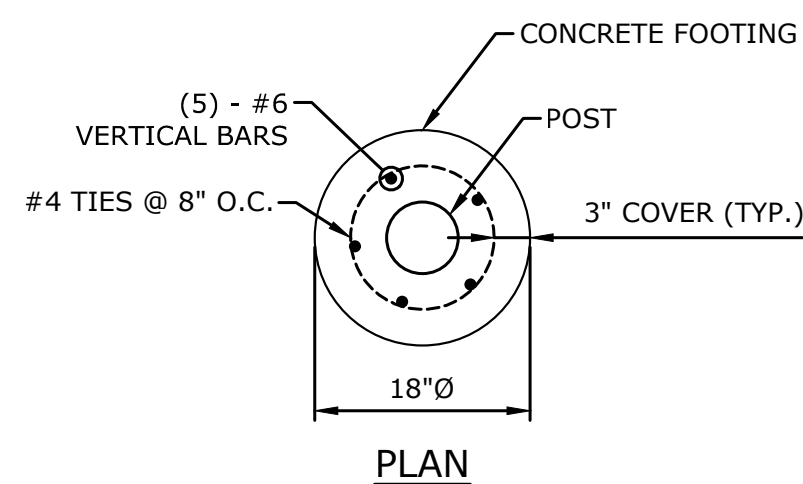
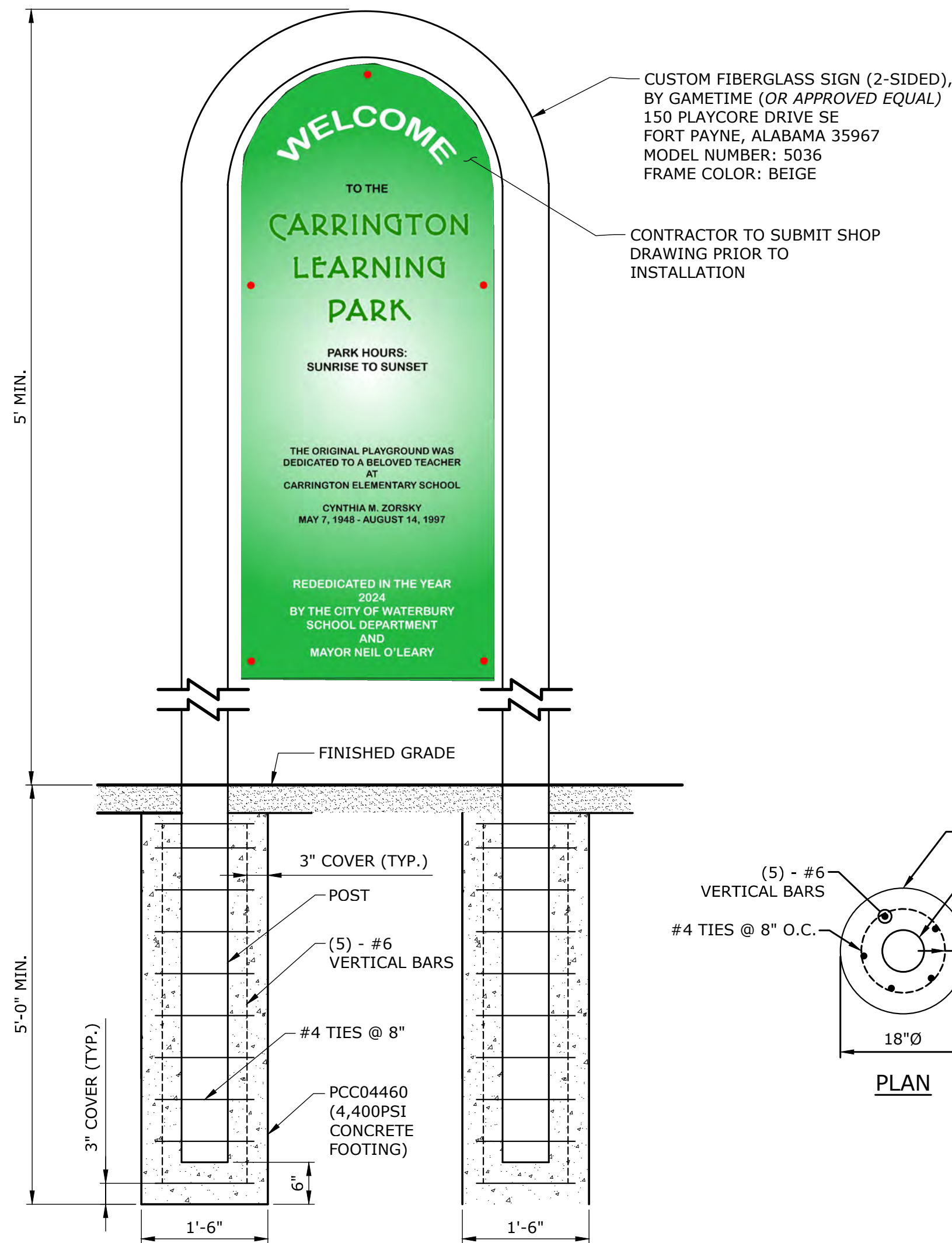
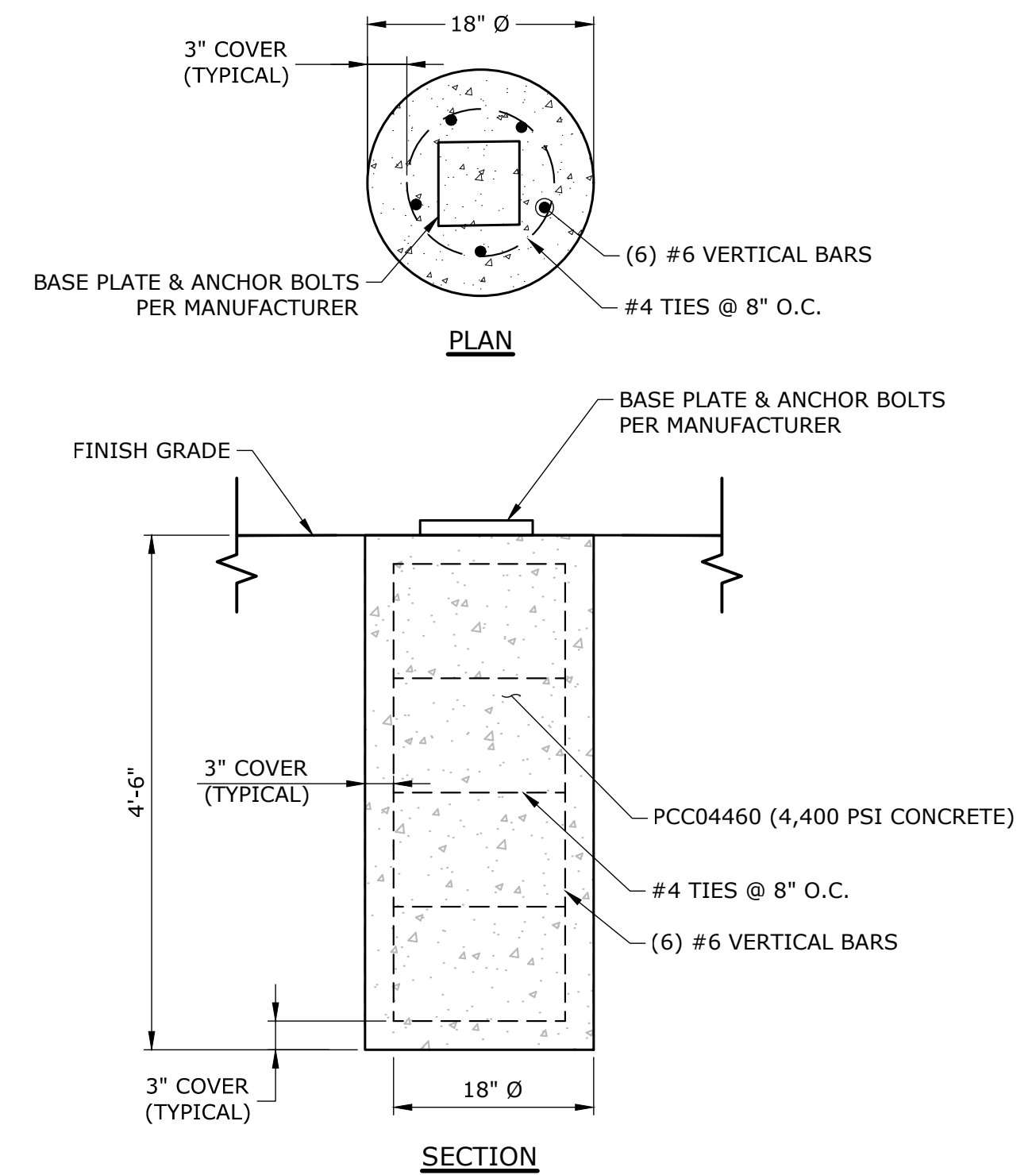
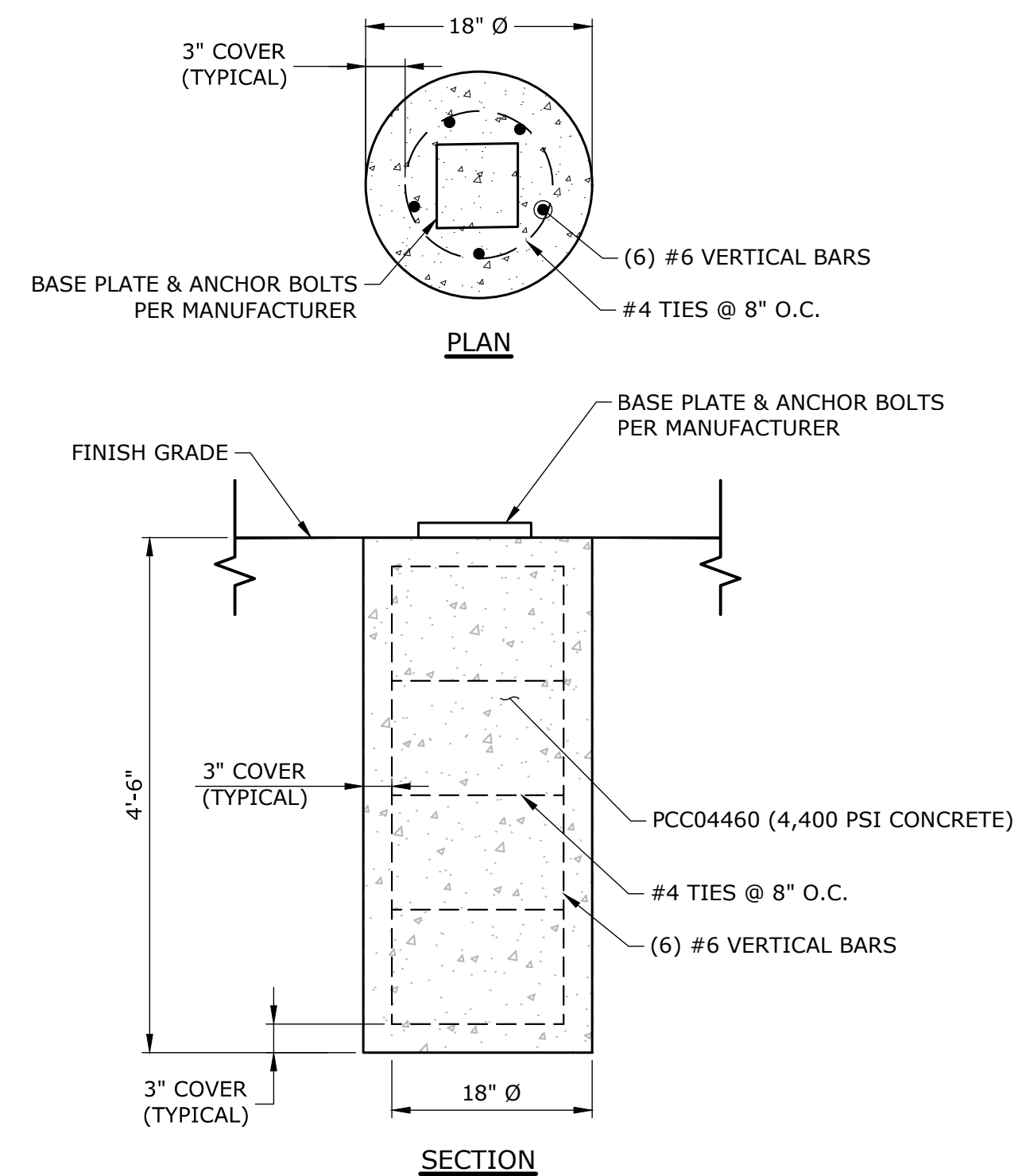
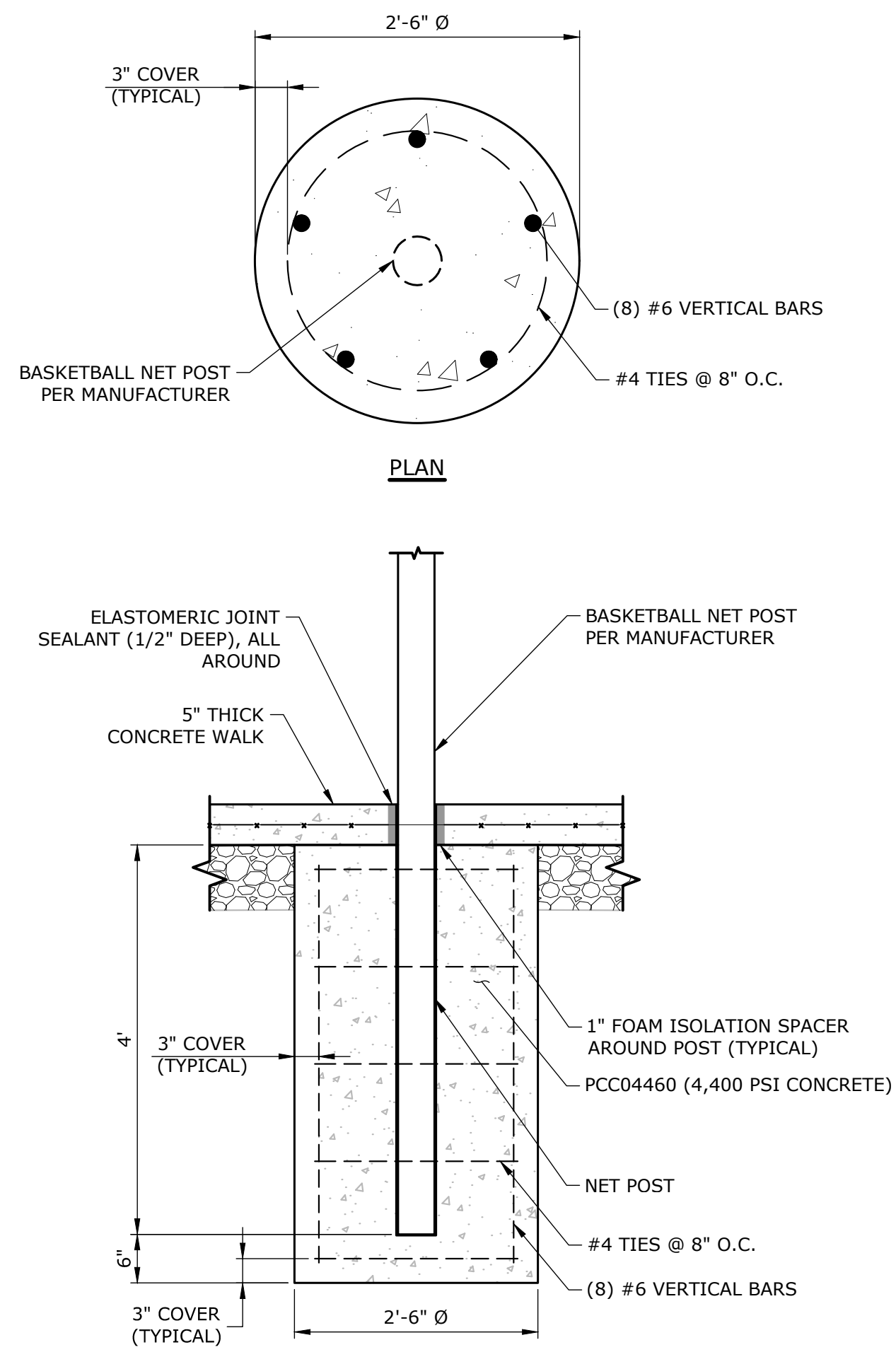
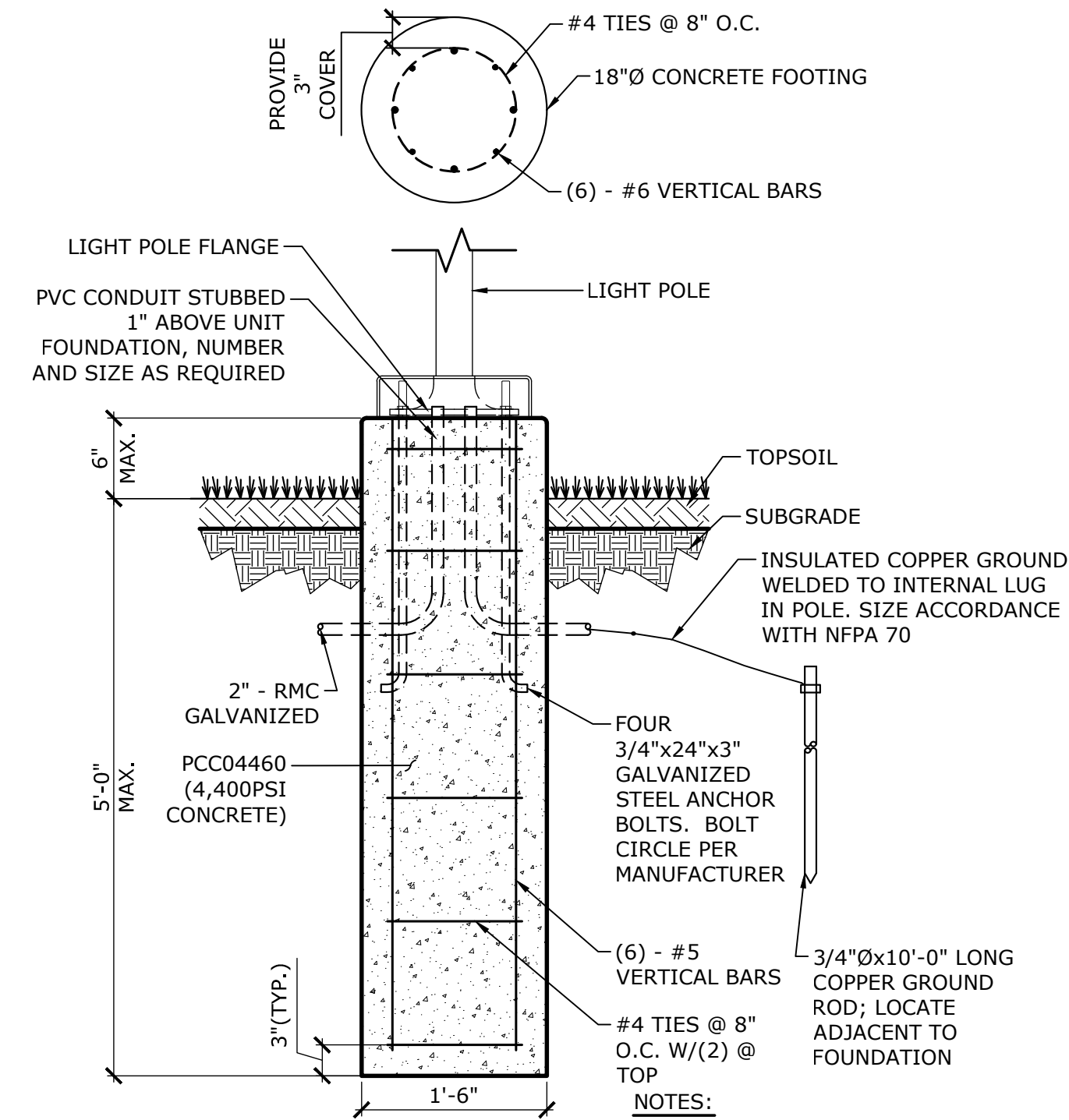
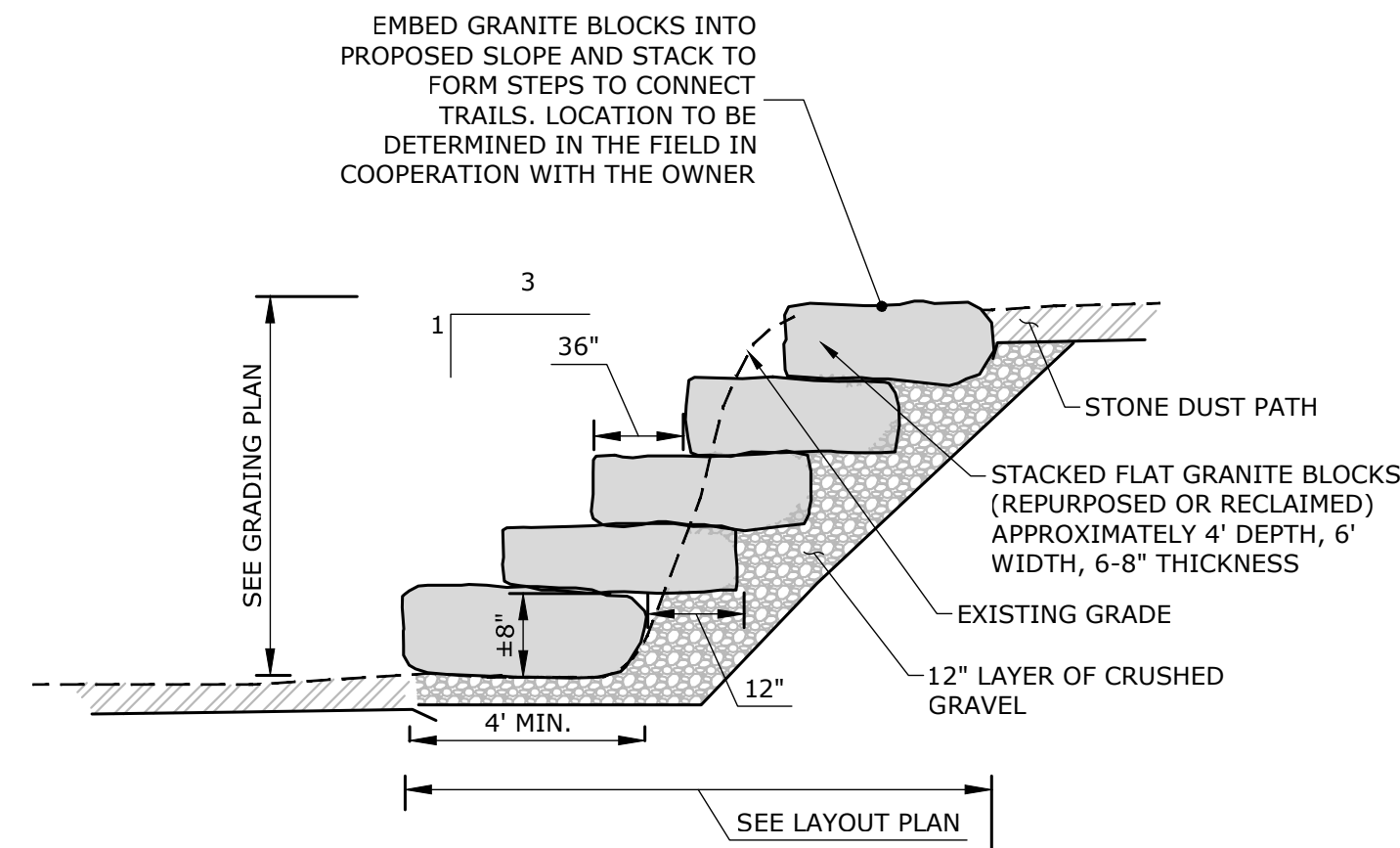


DESCRIPTION	DATE	BY
BID CONSTRUCTION DOCUMENTS	6/10/23	CJP

TIMBER OVERLOOK - STRUCTURAL PLAN, ELEVATIONS, NOTES & DETAILS 2		
CARRINGTON LEARNING PARK AT CARRINGTON ELEMENTARY SCHOOL KENMORE AVENUE WATERBURY, CONNECTICUT		
KP	MO	NP
DESIGNED	DRAWN	CHECKED

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JUNE 10, 2023		
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**STR-3**



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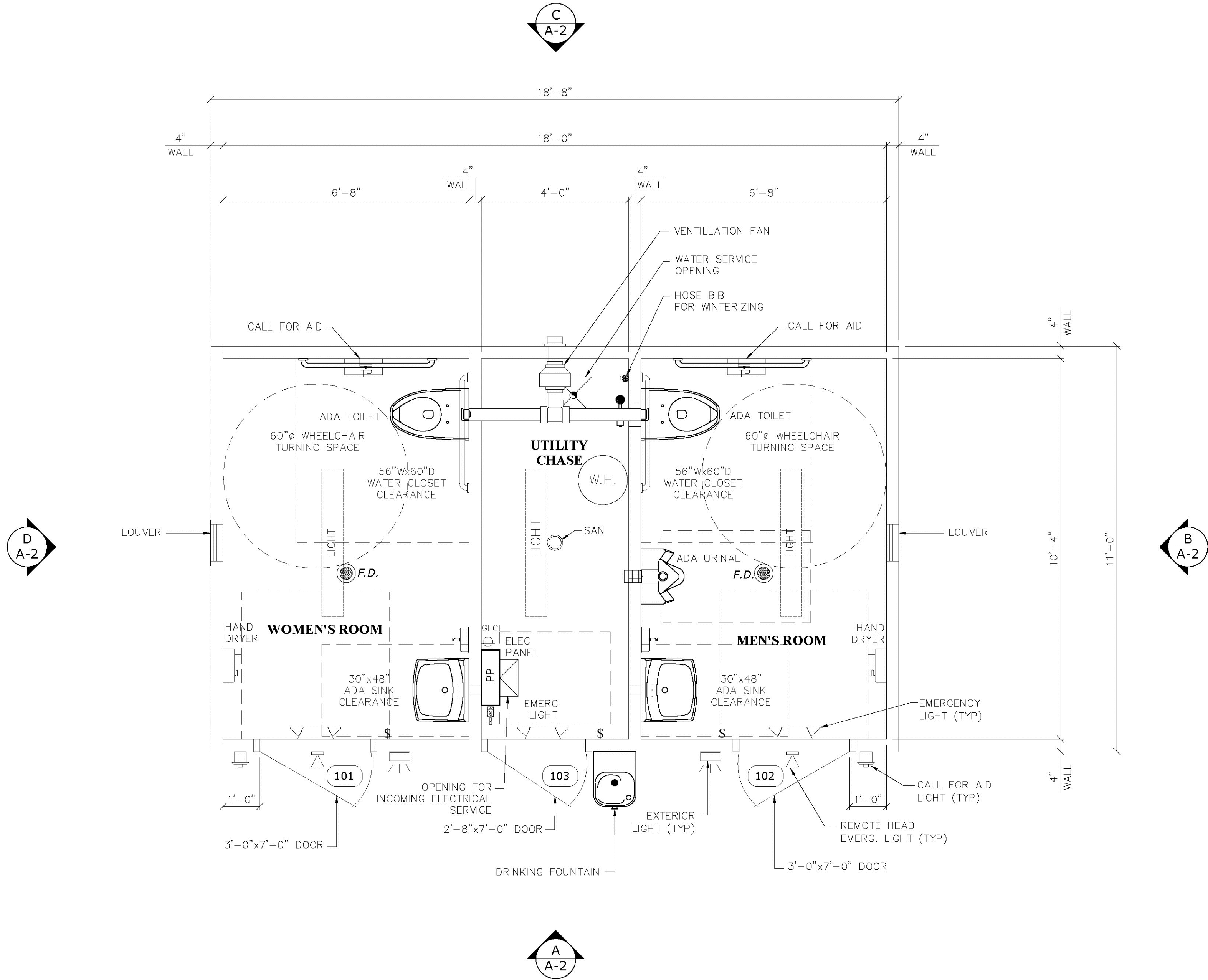
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**STR-4**

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UNIVERSITY OF MASSACHUSETTS - 100 NORTH STREET, SUITE 100, BOSTON, MA 02109  
UNIVERSITY OF MASSACHUSETTS - 100 NORTH STREET, SUITE 100, BOSTON, MA 02109  
UNIVERSITY OF MASSACHUSETTS - 100 NORTH STREET, SUITE 100, BOSTON, MA 02109



PLAN VIEW  
(ROOF REMOVED FOR CLARITY)

DRAWING LOG			
REV NO.	DATE	DRAWN BY	DESCRIPTION
1	6/10/23	CJP	ISSUED FOR BIDDING
2	6/10/23	CJP	REVISED TO ADD NOTES
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DESCRIPTION

BID CONSTRUCTION DOCUMENTS

DATE

6/10/23

BY

CJP

RESTROOM PLAN, NOTES & DETAILS

CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL  
KENMORE AVENUE  
WATERBURY, CONNECTICUT

DESIGNED

DRAWN

CHECKED

AS NOTED

DATE

JUNE 10, 2023

PROJECT NO.

11014.00091

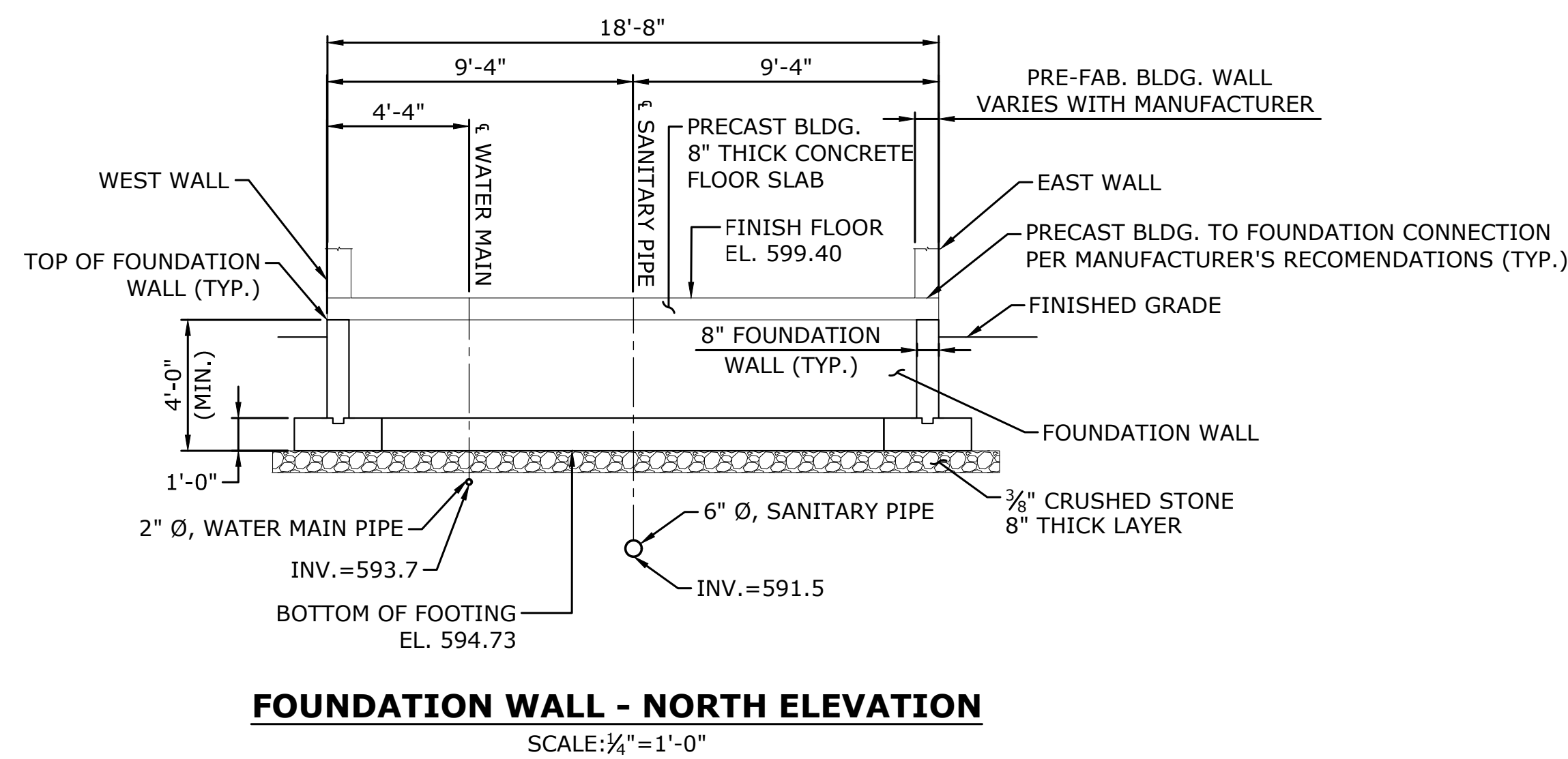
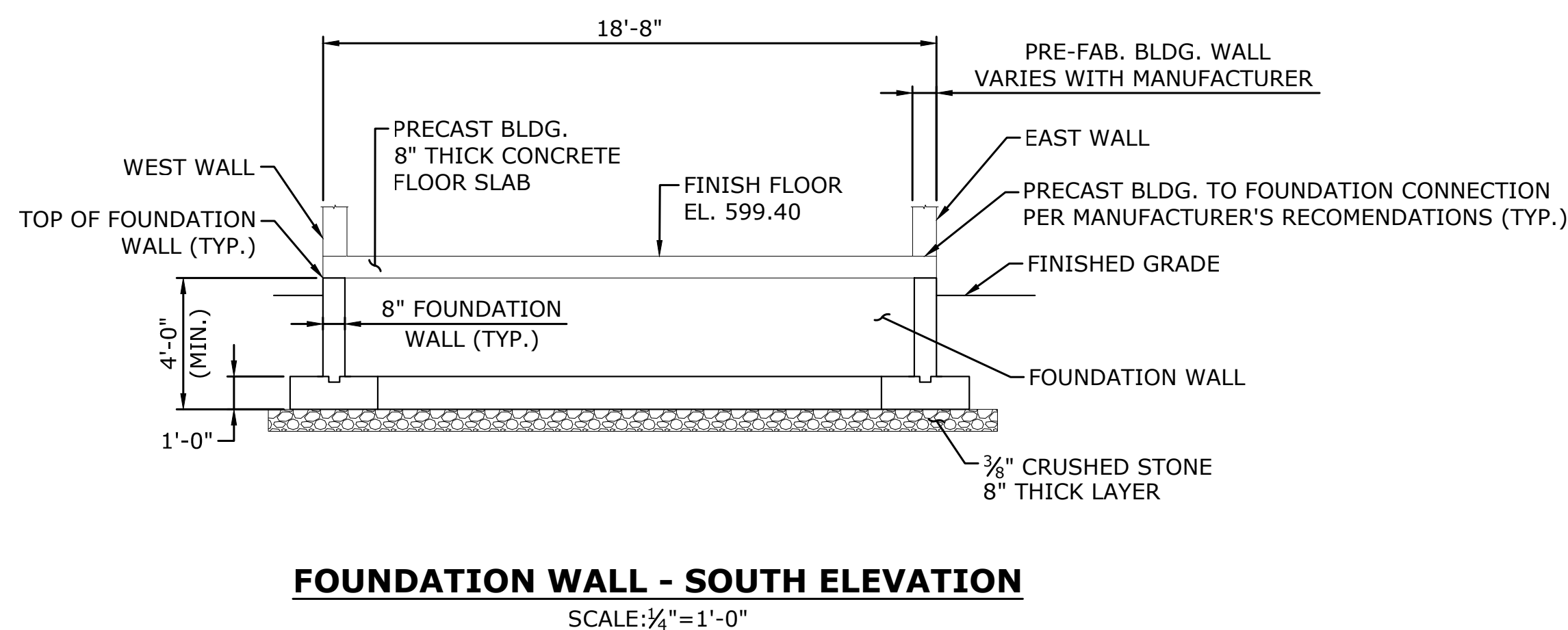
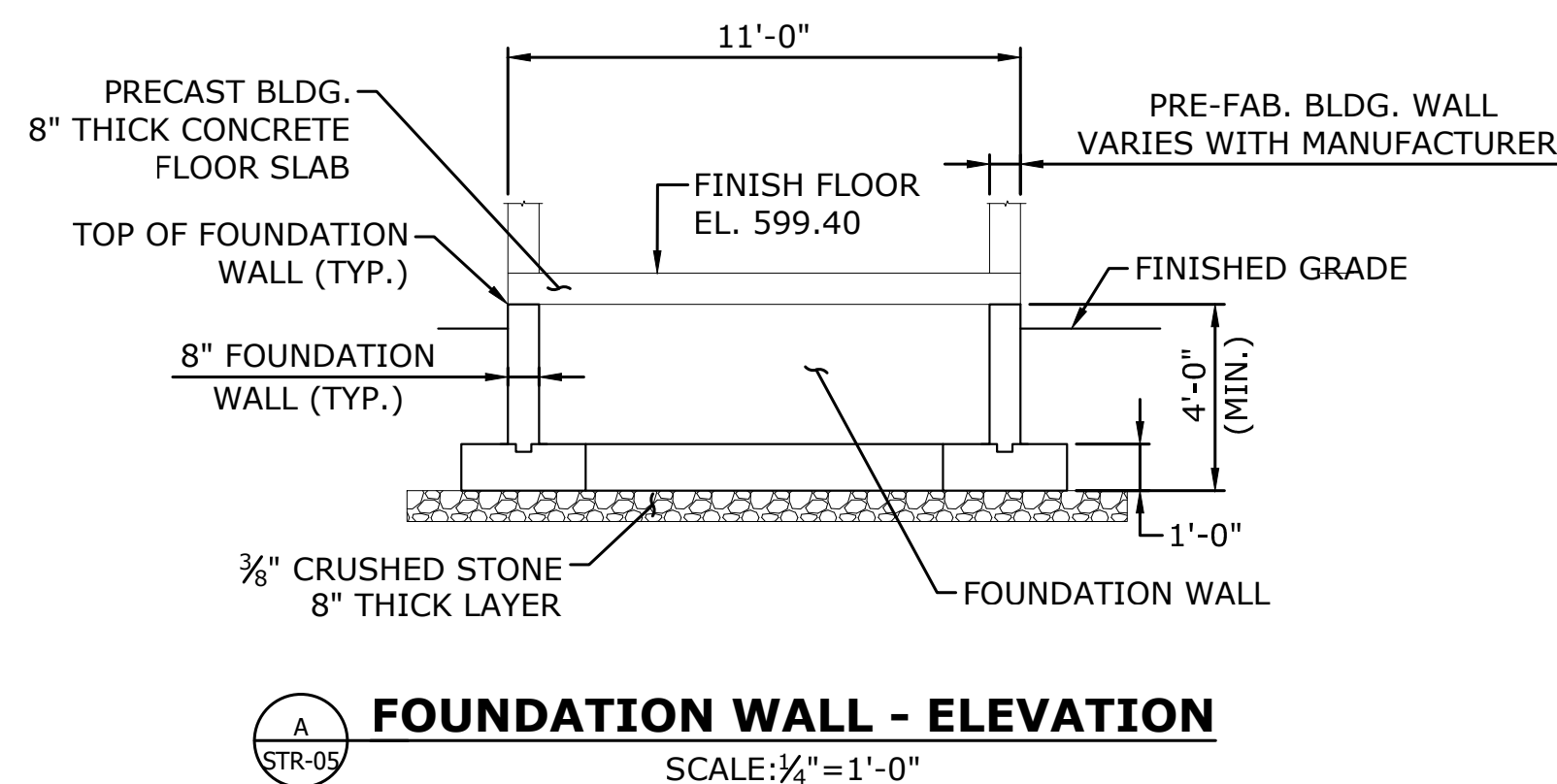
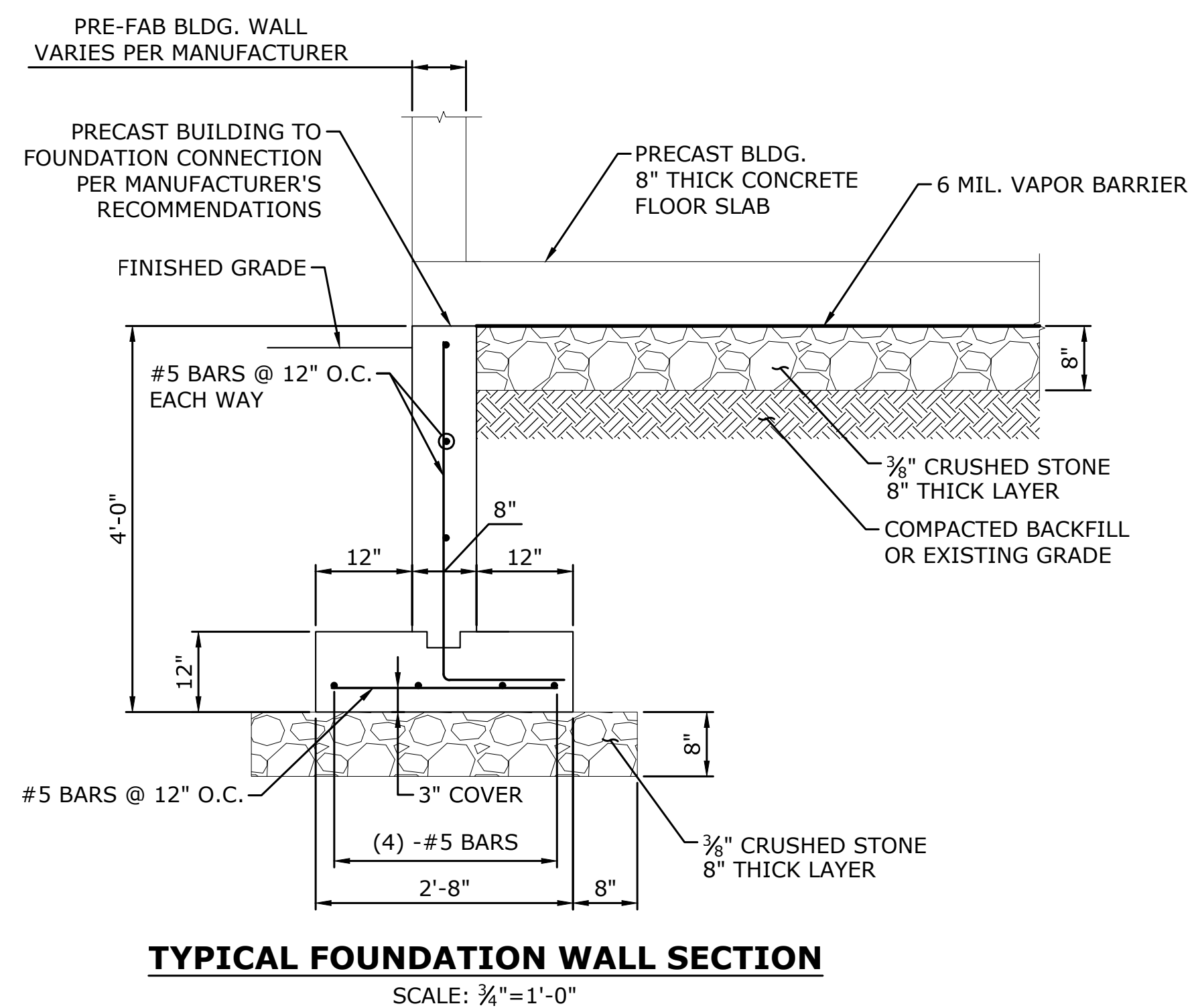
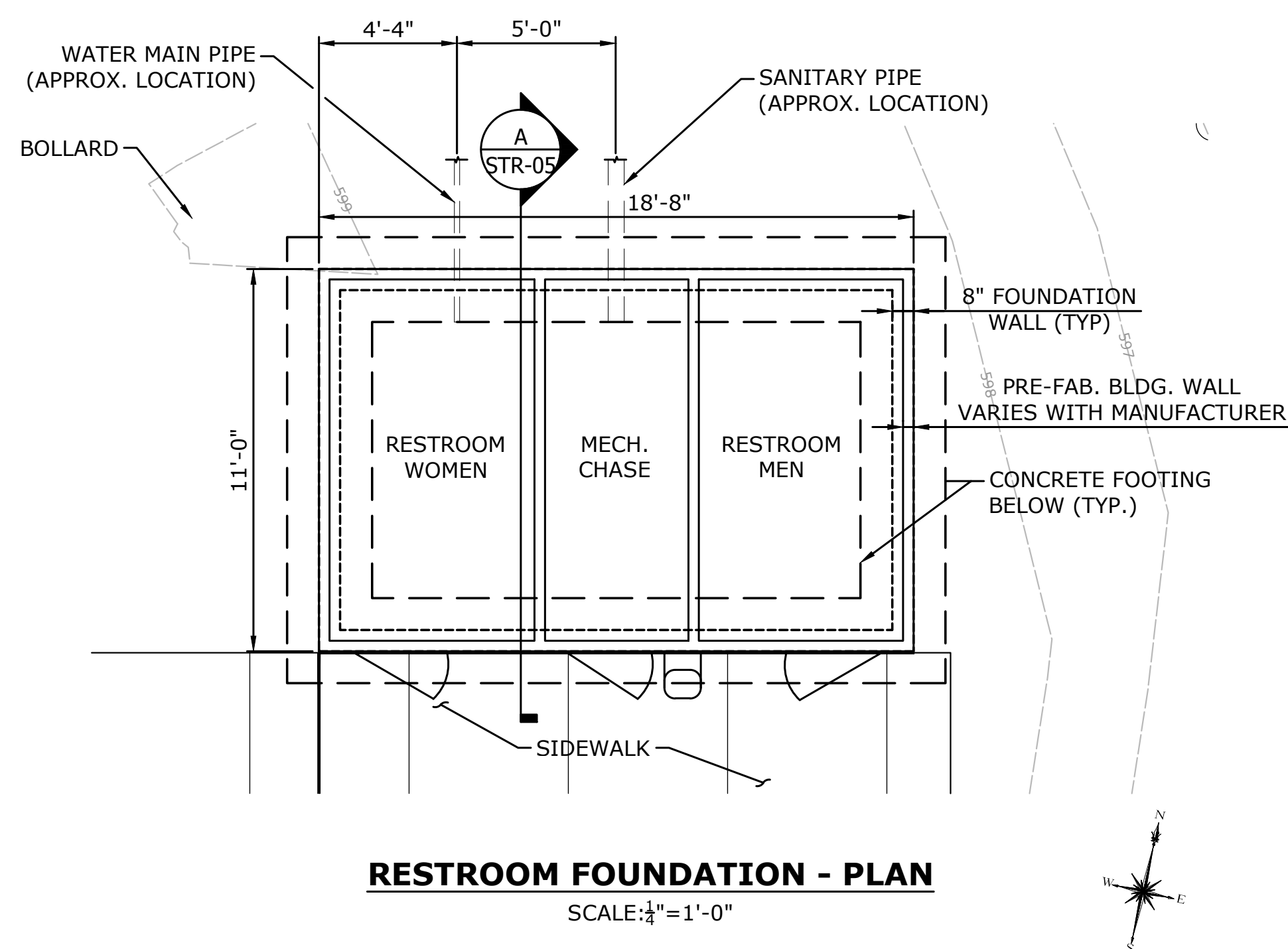
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## STRUCTURAL NOTES AND SPECIFICATIONS

TYPICAL DETAILS AND NOTES ON THESE DRAWINGS SHALL APPLY  
UNLESS SPECIFICALLY SHOWN OR NOTED OTHERWISE. CONSTRUCTION  
DETAILS NOT FULLY SHOWN OR NOTED SHALL BE SIMILAR TO DETAILS  
SHOWN FOR OTHER SIMILAR CONDITIONS.

REFER TO ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS  
FOR SIZE AND DETAILS NOT SHOWN ON THE STRUCTURAL DRAWINGS.  
ALL DIMENSIONS ARE TO BE COORDINATED WITH OWNER.

PROVIDE BUILDING SHOP DRAWINGS TO FINALIZE FOUNDATION AS NECESSARY.

BACKFILL BOTH SIDES OF FOUNDATION WALL WITH  $\frac{3}{8}$ " CRUSHED STONE.

THE GENERAL CONTRACTOR SHALL COORDINATE CORRESPONDING EXTERIOR DIMENSIONS OF THE FOUNDATION WALL PER THE PREMANUFACTURED BUILDING SUPPLIER'S APPROVED SHOP DRAWINGS REFLECTING THE THICKNESS OF THE STRUCTURAL WALL AND INTERIOR FINISH SYSTEM.

## CONCRETE AND REINFORCING

ALL STRUCTURAL CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI AND SHALL BE NORMAL WEIGHT.

ALL EXPOSED CONCRETE SHALL HAVE A RUBBED FINISH.

CONCRETE MIX SHALL HAVE 4%-6% ENTRAINED AIR.


ANY PROPOSED CONSTRUCTION JOINT LOCATIONS SHALL BE APPROVED BY THE ENGINEER.

REINFORCING SHALL CONFORM TO ASTM A615, GRADE 60. ANCHOR BOLTS SHALL CONFORM TO ASTM A307 AND SHALL BE HOOKED.

THE BOTTOM OF ALL FOOTINGS SHALL BE A MINIMUM OF 4'-0" BELOW  
FINISHED GRADE. FOOTINGS SHALL BEAR ON SUITABLE MATERIAL.

REINFORCING COVER: 3" AT BOTTOMS OF FOOTINGS AND EDGE OF WALLS; 2" ELSEWHERE UNLESS NOTED OTHERWISE.

DESCRIPTION	DATE	BY
BID CONSTRUCTION DOCUMENTS	6/10/23	CJP



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RESTROOM BUILDING - STRUCTURAL PLAN, ELEVATIONS, NOTES & DETAILS

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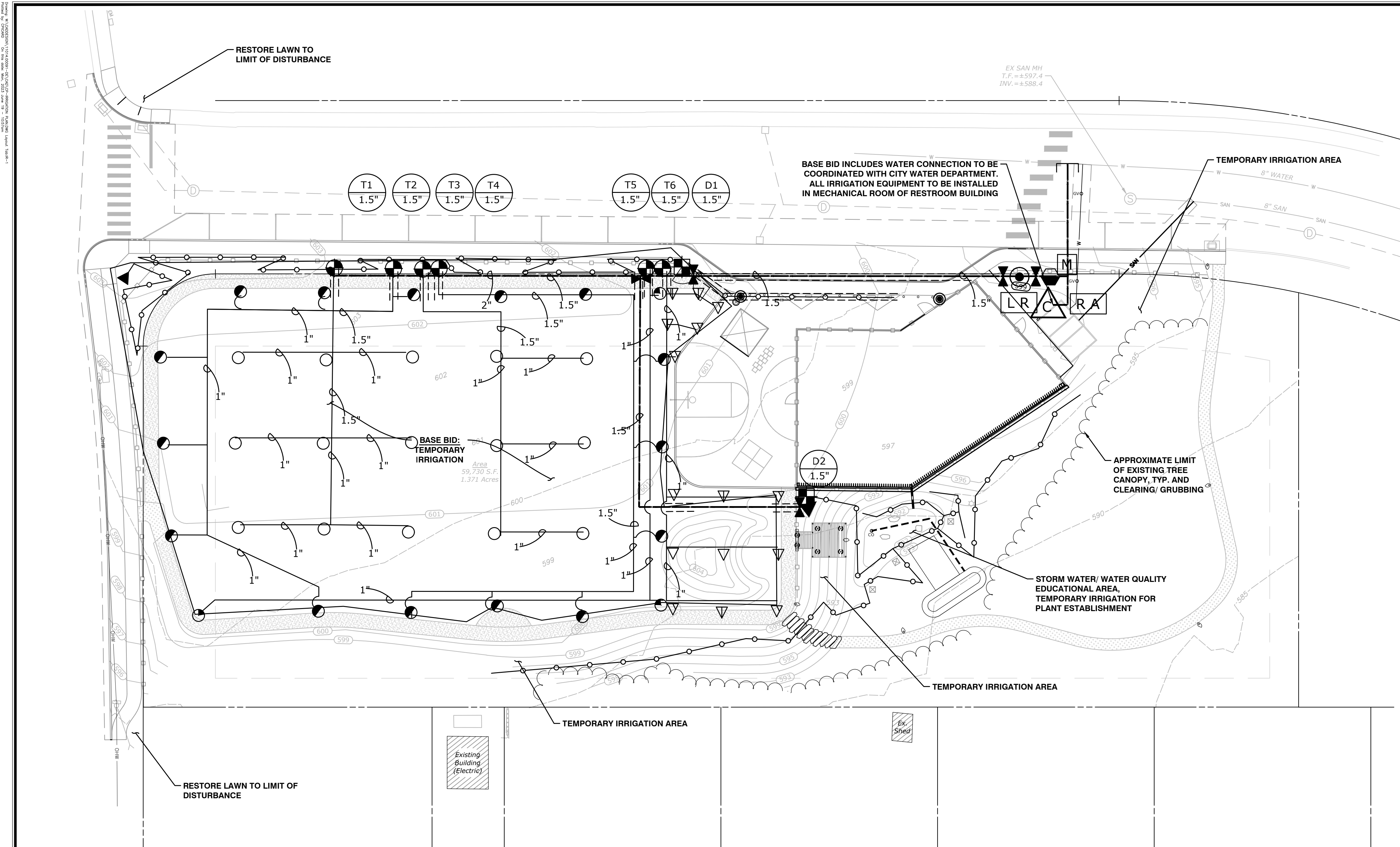
CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL

KENMORE AVENUE  
WATERBURY, CONNECTICUT

<b>KP</b> DESIGNED	<b>MO</b> DRAWN	<b>NP</b> CHECKED
<b>AS NOTED</b>		
SCALE		
<b>JUNE 10. 2023</b>		
DATE		
<b>11014.00091</b>		
PROJECT NO.		
<b>21 OF 33</b>		
SHEET NO.		



PROJECT: 11014.00091 - CARRINGTON LEARNING PARK AT CARRINGTON ELEMENTARY SCHOOL  
SHEET: 11014.00091-IR-1  
DATE: 6/10/23  
DRAWN BY: JH  
CHECKED BY: MW  
DESIGNED BY: DA



### IRRIGATION LEGEND

ALL IRRIGATION (AND PLANT MATERIAL) MUST BE INSTALLED A MINIMUM OF 5' FROM ALL STRUCTURES, WALLS AND SIDEWALKS. ANY CONFLICTS SHALL BE BROUGHT TO THE ATTN. OF THE GENERAL CONTRACTOR.

### PIPE LEGEND

PIPE SIZE	DEPTH	FLOW RATE	PIPE TYPE	NOTES
1/2"	0-5"	GPM	LATERALS CLASS 200 PVC	
3/4"	6-10"	GPM	1" MIN. SIZED PER PLAN	
1"	11-16"	GPM	MAINLINE CLASS 200 PVC	
1-1/2"	26-35"	GPM	2" MIN. MAINLINE	
2"	36-50"	GPM	SCHED. 40 PVC	
			6" MIN. SLEEVE	
			T=TURF	
			VALVE SIZE	
			CAP OR TIE INTO EXISTING WATERLINE	

### SPRAY HEADS

SYSTEM DESIGN: 50 GPM FOR EACH VALVE MAX. AND 85 PSI FROM WATER MAIN.

1.5" HUNTER MODEL ICV-151G ELECTRIC VALVE

RAINBIRD 16A-FDV 1/2" FLUSH VALVE OR APPROVED EQUAL

HUNTER	NOZZLE	RADIUS	GPM	PSI
PGP- ADJ B-PR-075	#2.0	34	2.0	45
PGP- ADJ B-PR-075	#2.0	34	2.0	45
PGP- ADJ B-PR-075	#2.0	34	2.0	45
MP2000 - PR-075	90	13'-21'	0.46	45
MP2000 - PR-075	210	13'-21'	0.85	45
MP2000 - PR-075	360	13'-21'	1.57	45

NOTE MP ROTATOR ON PROSPARY PRS40 BODY - FIELD ADJUST. RADIUS TO PROVIDE 100% COVERAGE

### DRIP IRRIGATION

RAINBIRD 100-PESB-ELECTRIC VALVE INCLUDES: RBY-100 RAIN BIRD WYE STRAINER (200 MESH) & PSIMAX RAINBIRD PRESSURE REGULATOR (PRESET @ 30 PSI) - VALVE BOX BY CARSON OR APPROVED EQUAL

RAINBIRD RELIEF VALVE ARV050 1/2" FLUSH VALVE OR APPROVED EQUAL

NETAFIM TLDL -06-18 DRIPLINE

### EQUIPMENT

(1) HUNTER MODEL SOLAR SYNC W/ MODULE, SENSOR TRANSMITTER, WIRELESS RECEIVER

LIGHTNING GROUND - INSTALL PER LOCAL CODES

1.5" WATER METER - INSTALL PER CITY OF AMESBURY WATER DEPT STANDARDS.

1.5" BACKFLOW PREVENTER WATTS LF909 w/NRS INSTALLATION AS APPR. BY THE CITY OF WATERBURY WATER DEPT.

(1) HUNTER CONTROLLER MODEL PHC-1200 OR APPR. EQ.

1" - 1.5" NIBCO TI-8 VALVE OR APPROVED EQUAL

FLOWSENSOR BY HUNTER MODEL HC-200 OR APPROVED EQUAL.

HUNTER QUICK COUPLER 44RC-AW, HK-44A & HS-OR APPROVED EQUAL.

CARSON-OR APPROVE EQUAL VALVE BOXES

### IRRIGATION NOTES

- THE IRRIGATION PLAN IS DIAGRAMMATIC AND IT SHALL BE THE IRRIGATION CONTRACTOR'S RESPONSIBILITY TO ADJUST THE LOCATION OF OR WATERING RATE OF ANY SPRAY HEAD TO PROVIDE FULL AND ADEQUATE COVERAGE OR TO ADD ADDITIONAL HEADS AS NECESSARY TO ENSURE 100% COVERAGE TO TURF AND PROMOTE OPTIMUM GROWING CONDITIONS FOR ALL PLANT MATERIAL. CONTRACTOR TO ASSUME LIABILITY FOR INSUFFICIENT IRRIGATION.
- ROTARY AND SPRAY HEADS TO BE INSTALLED WITH 0.5 AND 0.75 PVC PREFAB. SWIVEL JOINT ASSEMBLIES USING INTEGRAL O-RINGS. LARGE ROTARY SPRINKLER 1 INCH MIN. PVC INTEGRALLY O-RINGED PREFAB. SWIVEL JOINT ASSEMBLIES.
- THE IRRIGATION SYSTEM HAS BEEN DESIGNED FOR 50 PSI. THE IRRIGATION CONTRACTOR SHALL VERIFY THE WATER PRESSURE IN THE FIELD AND NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY SHOULD A DISCREPANCY EXIST.
- THE IRRIGATION CONTRACTOR SHALL SIZE THE PIPE ACCORDING TO THE PIPE SCHEDULE. GALLONS PER MINUTE ARE CALCULATED BY THE COMBINED EMISSION HEAD OUTPUT DOWN LINE FROM PIPE BEING SIZED.
- CONTRACTOR TO FLUSH ALL LATERAL LINES PRIOR TO INSTALLING SPRINKLERS
- IRRIGATION SLEEVES ARE TO BE SCHEDULE 40 PVC WITH A MINIMUM DIAMETER TWICE THE SIZE OF THE IRRIGATION MAIN LINE. IRRIGATION SLEEVES ARE TO EXTEND 12" BEYOND EDGE OF PAVEMENT, WALL, OR CURB AND A MINIMUM OF 36" BEYOND EDGE OF SIDEWALKS. PROVIDE SEPARATE SLEEVE FOR WIRE AT EACH SLEEVE LOCATION.
- CONTROLLERS ARE TO BE PROGRAMMED TO ALLOW SUFFICIENT FLOW RATES ARE MAINTAINED THROUGHOUT THE SYSTEM VERIFY EXISTING CONTROLLER LOCATION FOR INSTALLATION OF NEW CLOCK.
- ALL VALVE BOXES (IRRIGATION, GATE VALVES, FLUSH CAPS, WATER FEATURES, CONTROL WIRE, ETC.) ARE TO BE PLACED IN A LAWN AREA, OUT OF THE WAY OF TRAFFIC. BOX/LID COLOR TO MATCH ADJACENT SURFACE MATERIAL.
- INSTALL RAIN SENSOR ON THE EXTERIOR OF STRUCTURE AS INSTRUCTED BY OWNER.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING POWER TO THE IRRIGATION CONTROLLER.
- SUBMIT SHOP DRAWINGS OF PROPOSED SYSTEM, LAYOUT, AND ANY PRE-AGREED UPON EQUIPMENT AND/OR LAYOUT MODIFICATION FOR LANDSCAPE ARCHITECT APPROVAL A MIN. OF (7) SEVEN DAYS IN PRIOR TO INSTALLATION.
- LOCATE PARTS AND EQUIPMENT (ELEC. VALVES, GATE VALVES, FLUSH VALVES, QUICK COUPLER VALVES (WITH STABILIZERS) AND CONTROLLERS FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION.
- SCREEN SERVICE EQUIPMENT WITH LANDSCAPE MATERIAL FROM VIEW OF STREETS, WALKWAYS, AND ADJACENT PROPERTIES.
- 24 VOLT WIRING TO BE #14 UFUL DIRECT BURIAL-SOLID COPPER.
- WIRE SLEEVE TO BE 2" CLASS 200 PVC (MIN.).
- EXTEND TWO (2) ADDITIONAL CONTROL WIRES TO FURTHEST VALVE BOX, WIRE TO CONTROLLER, COIL WIRE, AND LABEL STATION NUMBERS.
- CONTROL WIRE TO BE #14 GAUGE FROM DECODERS TO VALVE. FROM CONTROLLER TO VALVES SHALL BE #12 GAUGE POLYETHYLENE DOUBLE COATED SOLID CORE DESIGN FOR DIRECT BURIAL. CONTRACTOR TO LEAVE ENOUGH SLACK AT DECODERS TO ALLOW WORK AND TESTING TO BE COMPLETED ABOVE GRADE.
- REFER IRRIGATIONS BOOK SPECIFICATIONS FOR IMPORTANT INFORMATION.
- SUBMIT AS-BUILT RECORD DRAWINGS ILLUSTRATING COMPLETE IRRIGATION SYSTEM TO LANDSCAPE ARCHITECT/OWNER REP. AT TIME OF COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL PAYMENT.
- CIVIL/GRADING PLANS SHALL GOVERN IN THE INSTALLATION OF WATER, SEWER, STORM DRAINAGE, AND FIRE PROTECTION LINES. SEE CIVIL PLANS FOR LOCATION AND SIZES.

### ADDITIONAL IRRIGATION NOTES

- THE PERMANENT IRRIGATION SYSTEM IS AN ADD ALT BUT THE CONDUIT AND CONNECTIONS ARE PART OF THE BASE BID.
- TEMPORARY IRRIGATION WILL BE PROVIDED TO ALL PROPOSED VEGETATION OR DISTURBED AREAS UNTIL PLANTS ARE ESTABLISHED AND SUBSTANTIALLY COMPLETE.

#### NOTES:

- SCREEN ENCLOSURE TO BE GUARDSHACK AS MANUFACTURED BY BACKFLOW PREVENTION DEVICE ENCLOSURES INC. OR APPROVED EQUAL. FINISH: POWDER COAT COLOR: DESERT TAN. PROVIDE 4" THICK CONC. SLAB FOR ENCLOSURE FOUNDATION.
- ALL IRRIGATION PIPE AND WIRING UNDER PAVED SURFACES AND OVER UTILITIES SHALL BE IN SCHEDULE 40 PVC SLEEVES, WHETHER OR NOT SHOWN ON PLAN.
- LOCATE ALL VALVE BOXES IN CONCEALED AREAS WITHIN PLANTERS AND LANDSCAPE AREAS.

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DESCRIPTION	DATE	BY
BID CONSTRUCTION DOCUMENTS	6/10/23	CJP

IRRIGATION PLAN & NOTES - ADD ALTERNATE #1

CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL  
KENMORE AVENUE  
WATERBURY, CONNECTICUT

DA	MW	JH
DESIGNED	DRAWN	CHECKED

AS SHOWN

JUNE 10, 2023

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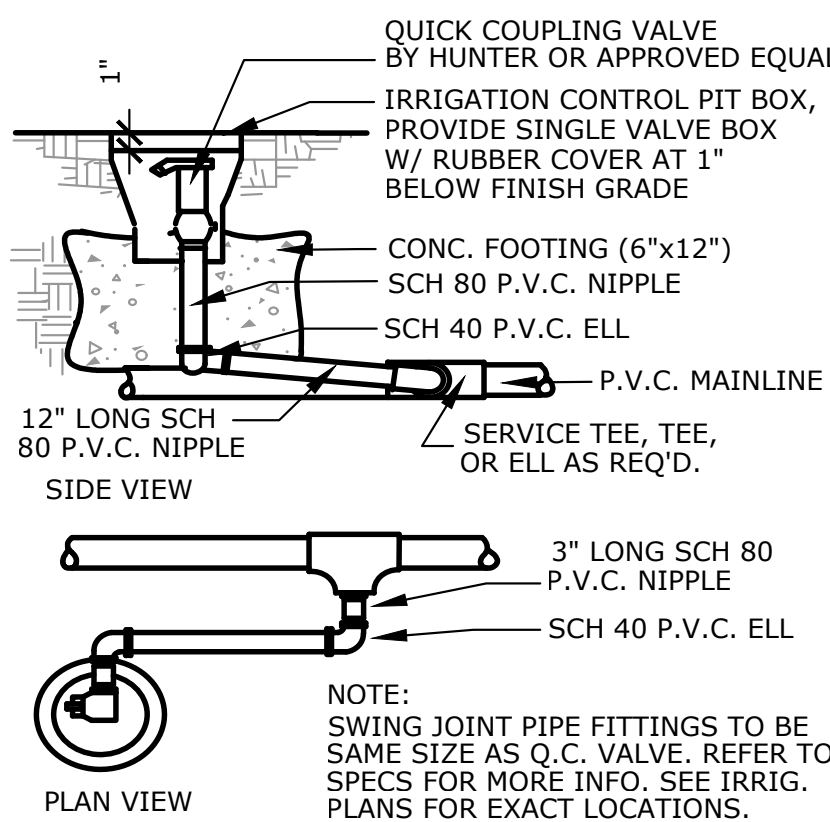
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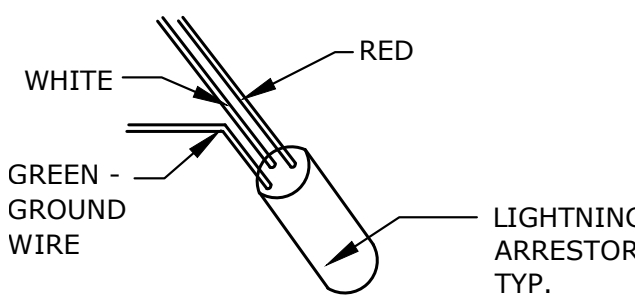
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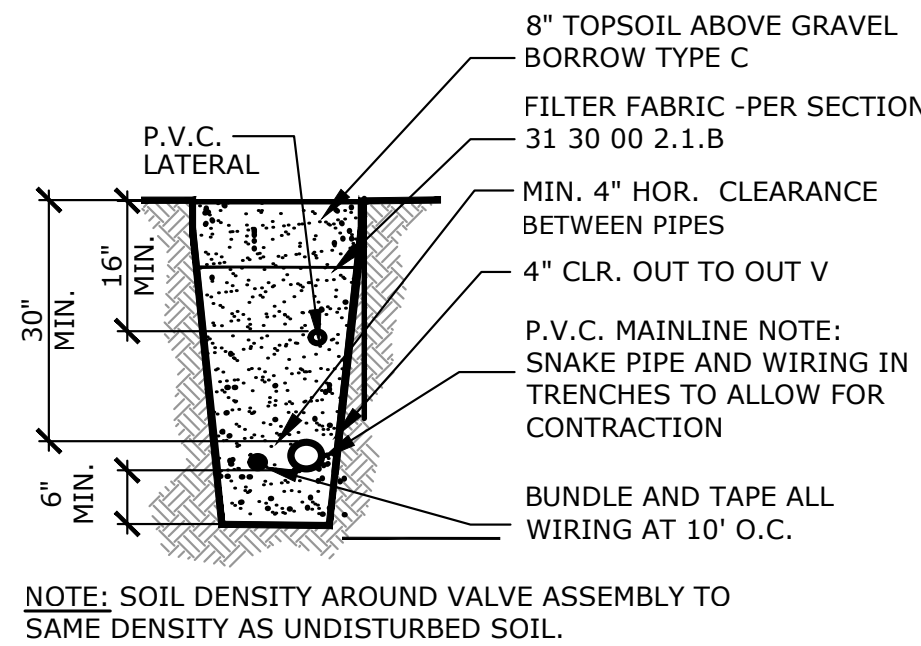


**QUICK COUPLER VALVE**  
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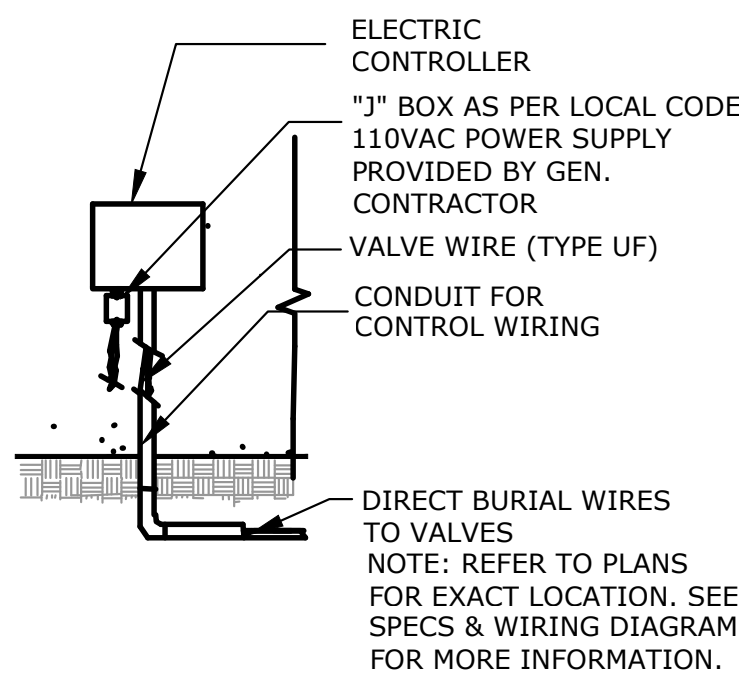


- NOTES:**
1. 10 OHMS MAX. FOR GROUNDING FROM ANY ELECTRICAL DEVICE/WIRE TO EARTH GROUND AND A MIN. 10' FROM LIGHTNING ARRESTOR.
  2. PROVIDE LIGHTNING ARRESTORS IN QUANTITIES AND LOCATIONS SHOWN ON IRRIGATION PLAN.

**LIGHTNING ARRESTOR**  
NOT TO SCALE

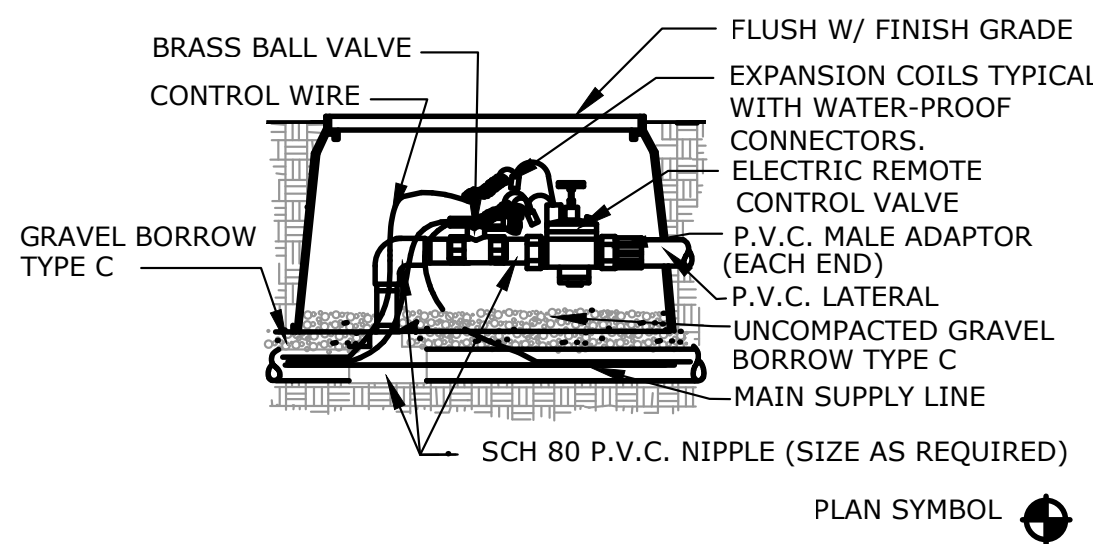


**TRENCHING**  
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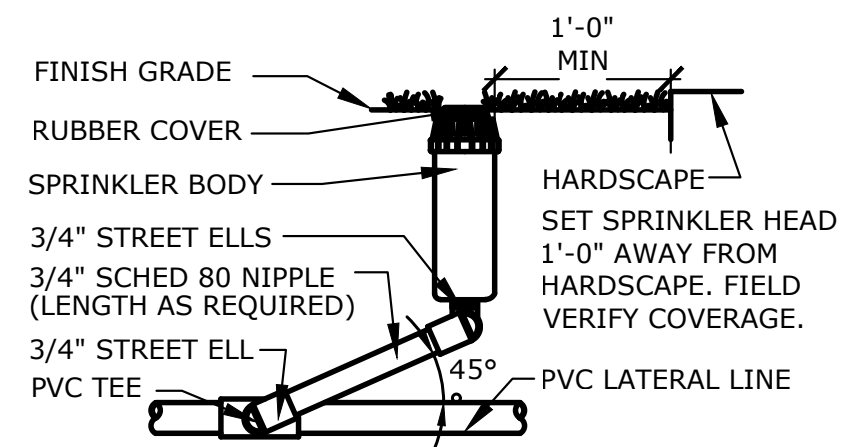
- NOTES:  
-MOUNT CONTROLLER PER MANUFACTURER'S SPECS.  
-ALL WIRE TO BE INSTALLED PER LOCAL CODE

**ELECTRIC CONTROLLER**  
NOT TO SCALE



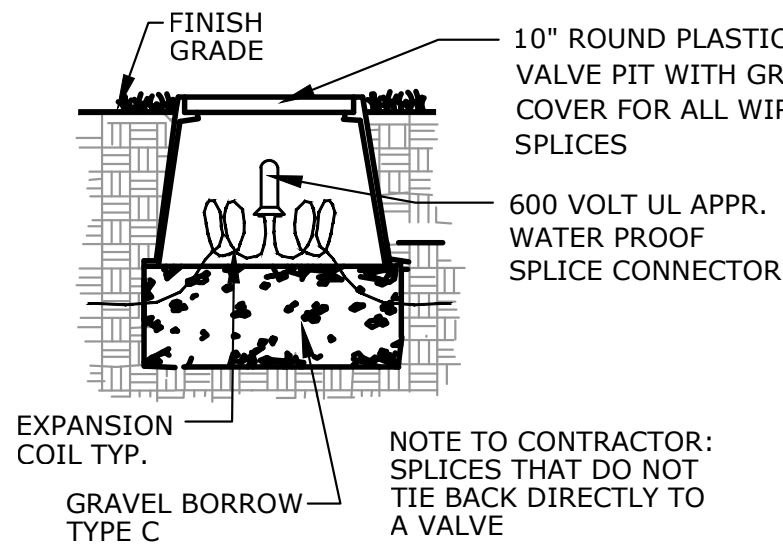
- NOTE: SEE PLANS FOR EXACT LOCATIONS. REFER TO BOOK SPECS. FOR ADDITIONAL INFORMATION. SEAL ALL THREADED JOINTS/ FITTINGS WITH APPROVED SEALANT PRIOR TO ASSEMBLY.

**ELECTRIC REMOTE CONTROL VALVE**  
NOT TO SCALE



- NOTES:**
1. SPRINKLER HEAD OPERATING PRESSURE AS SPECIFIED FROM BASE OF HEAD. REFER TO COVER SHEET FOR OPERATING PRESSURE INFORMATION.
  2. REFER TO SPECIFICATION NO. 8 FOR MORE INFORMATION.

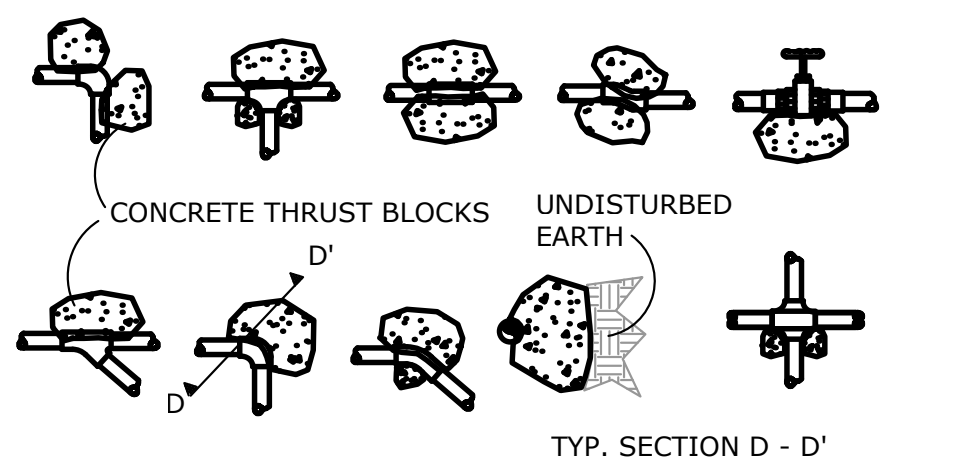
**TURF SPRINKLER HEAD**  
NOT TO SCALE



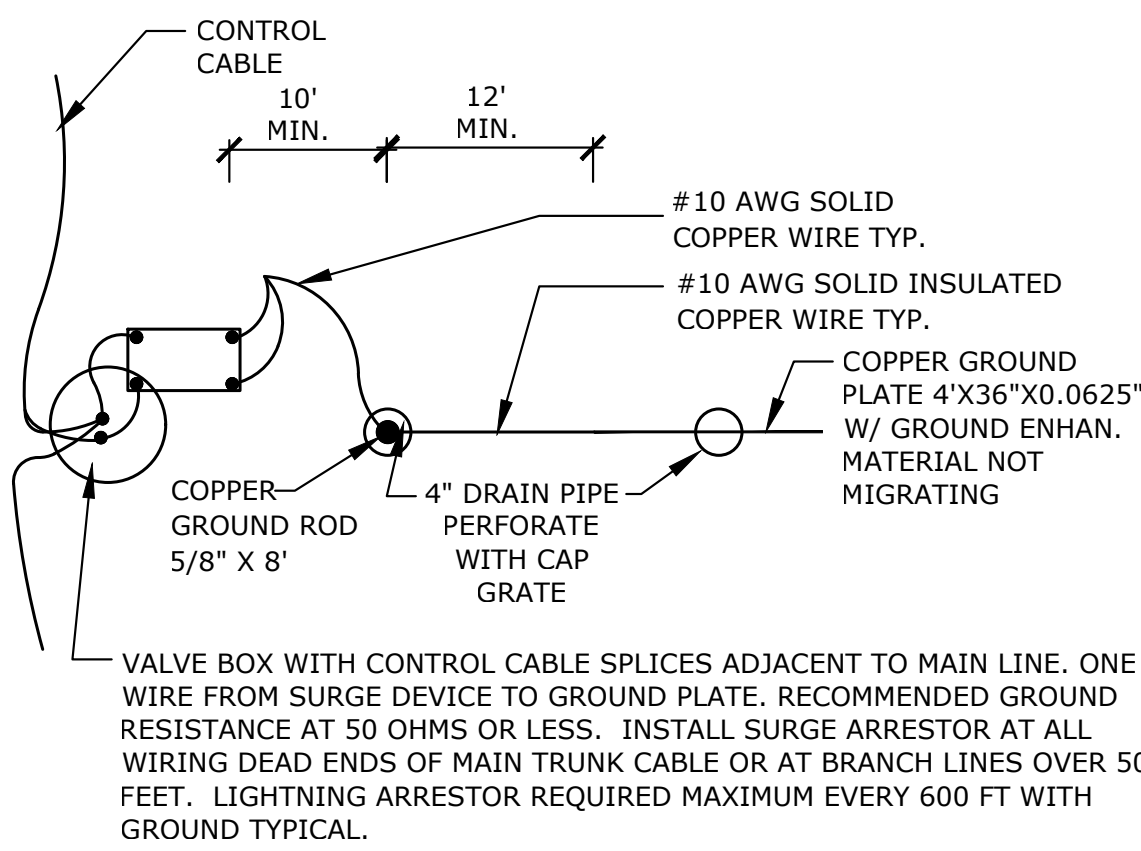
### WIRE SPLICE DETAIL

NOT TO SCALE

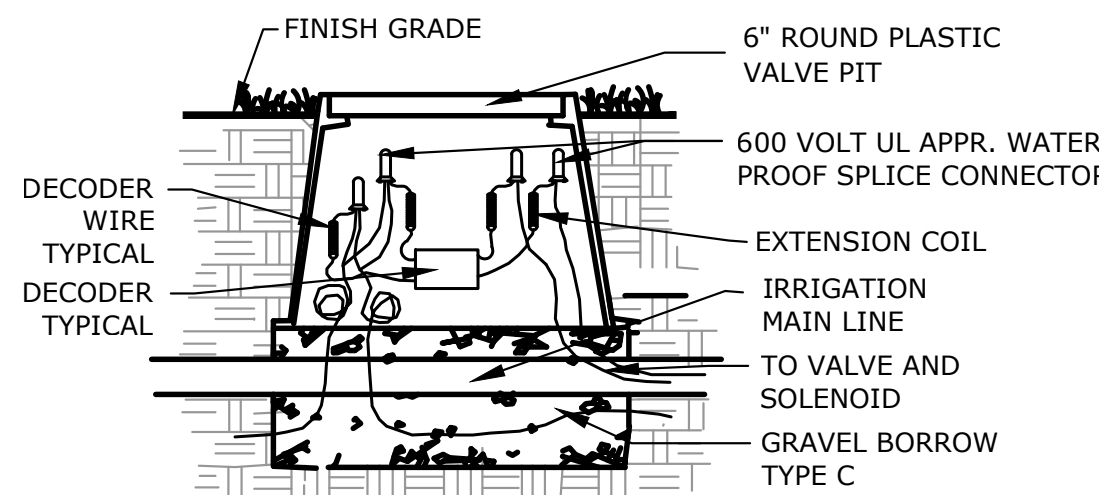
IRRIGATION PIPE - MINIMUM THRUST BLOCK		
PIPE SIZE	TEE DEADEND 90 D BEND	45 D 22.5 D
2" & LESS	NOT REQ.	NOT REQ.
3"	1.5 S.F.	1 S.F.
4"	2 S.F.	1 S.F.
6" AND LARGER	4 S.F.	3 S.F.



**THRUST BLOCKS**  
NOT TO SCALE

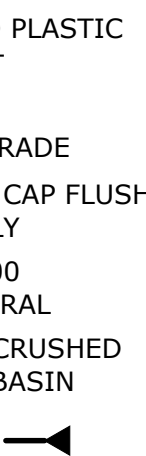


**LIGHTNING ARREST GROUND DETAIL**  
NOT TO SCALE

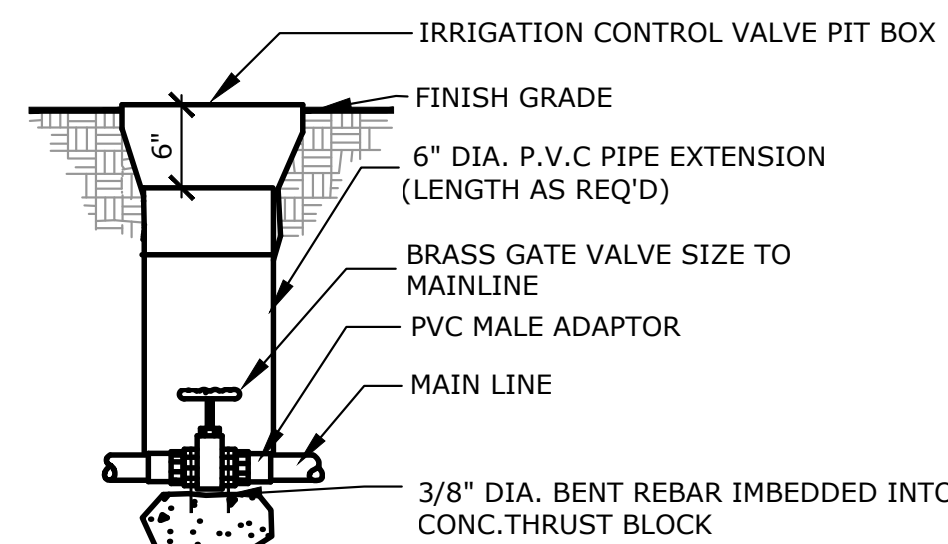


### DECODER IN VALVE BOX

NOT TO SCALE

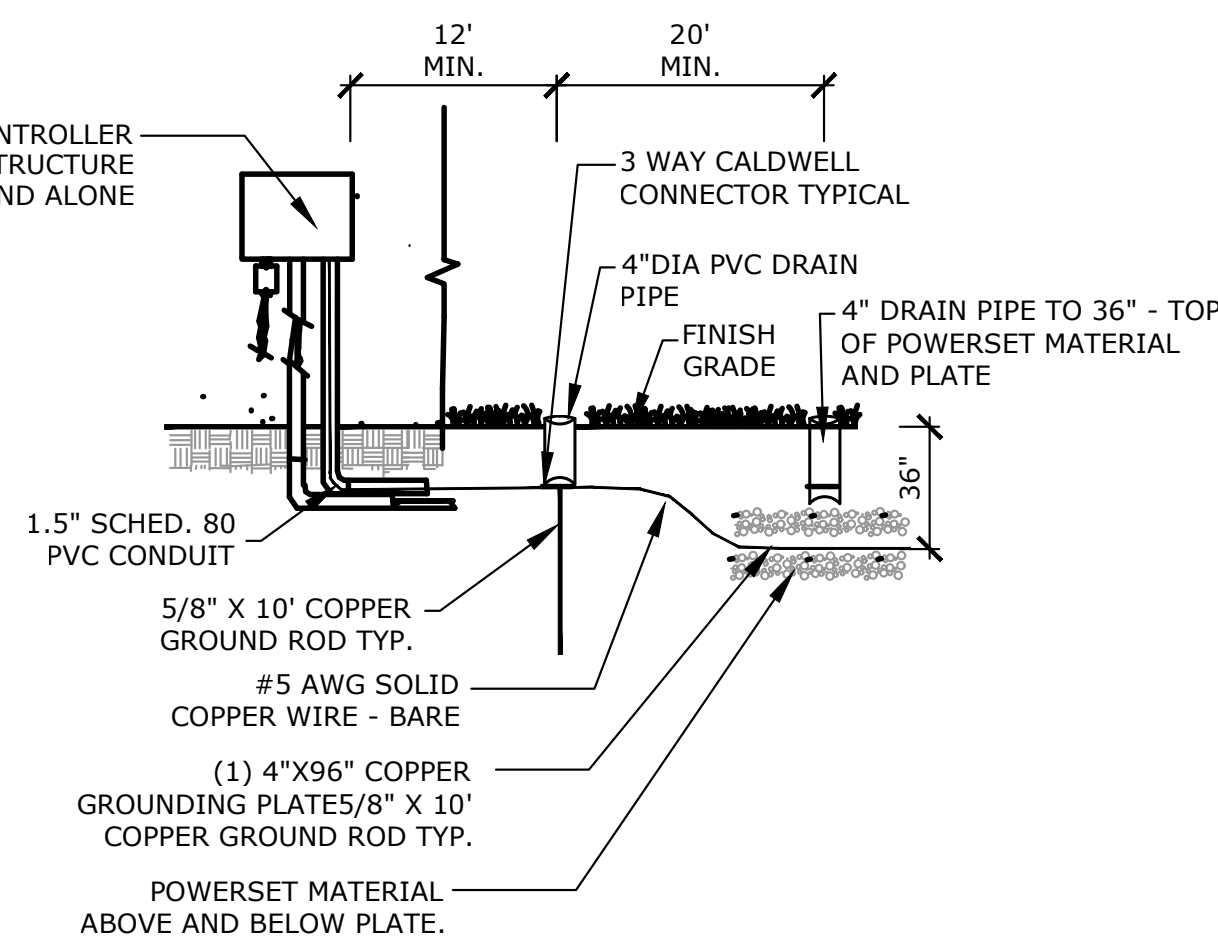


**FLUSH VALVE**  
NOT TO SCALE



- NOTE: REFER TO SPECS FOR MORE INFO.  
SEE PLANS FOR EXACT LOCATIONS. 3" OR  
LARGER GATE VALVES SHALL HAVE 2"  
SQUARE NUT.**

**GATE VALVE AND COVER**  
NOT TO SCALE



**CONTROLLER GROUNDING DETAIL**  
NOT TO SCALE

[illegible]

DA DESIGNED	MW DRAWN	JH CHECKED
AS SHOWN		
SCALE		
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PROJECT NO.		
23 OF 33		
SHEET NO.		







**PART 3 - EXECUTION 3.1 GENERAL**

- A. BEFORE WORK IS COMMENCED, HOLD A CONFERENCE WITH THE OWNER'S REPRESENTATIVE TO DISCUSS GENERAL DETAILS OF THE WORK.
- B. EXAMINE CONTRACT DOCUMENTS APPLYING TO THIS SECTION NOTING ANY DISCREPANCIES AND BRINGING THE SAME TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE FOR TIMELY RESOLUTION.
- C. WORK INDICATED ON DRAWINGS SHALL BE PROVIDED WHETHER OR NOT SPECIFICALLY MENTIONED IN THE SPECIFICATIONS.
- D. IF THERE ARE AMBIGUITIES BETWEEN DRAWINGS AND SPECIFICATIONS, AND SPECIFIC INTERPRETATION OR CLARIFICATION IS NOT ISSUED PRIOR TO BIDDING, THE INTERPRETATION OR CLARIFICATION WILL BE MADE ONLY BY OWNER'S REPRESENTATIVE, AND COMPLIANCE WITH THE DECISIONS SHALL BE REQUIRED. IN THE EVENT THE INSTALLATION CONTRADICTS THE DIRECTIONS GIVEN, THE INSTALLATION SHALL BE CORRECTED AT NO ADDITIONAL COST TO THE OWNER.
- E. VERIFY DIMENSIONS AND GRADES AT JOB SITE BEFORE WORK IS COMMENCED. DO NOT PROCEED WITH INSTALLATION OF THE IRRIGATION SYSTEM WHEN IT IS APPARENT THAT OBSTRUCTIONS OR GRADE DIFFERENCES EXIST OR IF CONFLICTS IN CONSTRUCTION DETAILS, LEGEND OR SPECIFIC NOTES ARE DISCOVERED. SUCH OBSTRUCTIONS, CONFLICTS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER OR THE OWNER'S REPRESENTATIVE.
- F. MAKE FIELD MEASUREMENTS NECESSARY FOR THE WORK NOTING THE RELATIONSHIP OF THE IRRIGATION WORK TO THE OTHER TRADES, COORDINATE WITH OTHER TRADES, PROJECT SHALL BE LAID OUT ESSENTIALLY AS INDICATED ON THE IRRIGATION PLANS. MAJOR CHANGES SHALL BE REVIEWED WITH THE OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING.
- G. LAYOUT OF SPRINKLERS AND SPRINKLER LINES INDICATED ON DRAWINGS IS DIAGRAMMATIC. LOCATION OF SPRINKLER EQUIPMENT IS CONTINGENT UPON AND SUBJECT TO INTEGRATION WITH OTHER UNDERGROUND UTILITIES AND THE FINAL FIELD LAYOUTS. EMPLOY DATA CONTAINED IN THE CONTRACT DOCUMENTS AND VERIFY THIS INFORMATION AT THE CONSTRUCTION SITE TO CONFIRM THE MANNER BY WHICH IT RELATES TO THE INSTALLATION.
- H. THE DATE OF INSTALLATION OF ALL MATERIALS, INCLUDING PIPE, TO AVOID CONFLICT WITH UNDERGROUND DRAINAGE AND UTILITY STRUCTURES I. DURING PROGRESS OF WORK, A COMPETENT SUPERINTENDENT AND ASSISTANTS NECESSARY SHALL BE ON SITE AND SHALL BE SATISFACTORY TO THE OWNER'S REPRESENTATIVE. THE SUPERINTENDENT SHALL NOT BE CHANGED, EXCEPT WITH THE CONSENT OF THE OWNER'S REPRESENTATIVE, UNLESS THAT PERSON PROVES UNSATISFACTORY AND CEASES TO BE EMPLOYED. DIRECTIONS GIVEN TO THE SUPERINTENDENT SHALL BE BINDING.
- I. PROTECT NEW AND EXISTING PAVING, STRUCTURES, WALLS, FOOTINGS, ETC. FROM DAMAGE. INADVERTENT DAMAGE TO THE WORK OF ANOTHER TRADE SHALL BE REPORTED AT ONCE.

### 3.2 PIPE AND FITTINGS INSTALLATION

- A. USING PROPER EQUIPMENT, EXCAVATE A STRAIGHT (VERTICAL) AND TRUE TRENCH TO A DEPTH OF 2-INCH TO PIPE INVERT ELEVATION.
- B. LOAM TOPPED ENCOUNTERED WITHIN THE LIMITS OF TRENCH EXCAVATION FOR IRRIGATION MAINS AND BRANCH LINES SHALL BE CAREFULLY REMOVED TO THE LINES AND DEPTHS AS SHOWN ON THE DRAWINGS AND SPECIFICATIONS FOR SUBSEQUENT REPLACEMENT IN THE UPPER 6 INCHES OF THE TRENCH FROM WHICH IT IS EXCAVATED. SUCH REMOVAL AND REPLACEMENT OF THE QUANTITIES OF LOAM SHALL BE CONSIDERED INCIDENTAL TO THE IRRIGATION SYSTEM AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED, THEREFORE.
- C. PIPE SHALL BE LAID ON UNDISTURBED TRENCH BOTTOM PROVIDED SUITABLE BASE IS AVAILABLE - NO ROCK; IF NOT, EXCAVATE TO 2-INCH BELOW PIPE INVERT AND PROVIDE AND INSTALL SAND BASE OR CRUSHED STONE UPON WHICH TO LAY PIPE.
- D. BACKFILLING SHALL BE ACCOMPLISHED AS FOLLOWS: BACKFILL MATERIAL SHALL CONTAIN NO FOREIGN MATTER AND NO ROCK, CAREFULLY PLACE MATERIAL AROUND PIPE AND WIRE AND TAMP IN PLACE. REMAINDER OF BACKFILL SHALL BE LAID-UP IN 6-INCH (MAXIMUM) LIFTS AND TAMPED TO COMFACTION WITH MECHANICAL EQUIPMENT. COMPACT BACKFILL IN TRENCHES TO DRY DENSITY EQUAL TO THE ADJACENT UNDISTURBED SOIL, AND CONFORM TO ADJACENT GRADES WITHOUT DIPS, SUNKEN AREA, HUMPS, OR OTHER IRREGULARITIES. FROZEN MATERIAL SHALL NOT BE USED FOR BACKFILL.
- E. CLEAN BELL AND SPIGOT ENDS AND MAKE GASKETED JOINTS IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, MAKING CERTAIN NOT TO APPLY AN EXCESS OF LUBRICANT, AND WIPING OFF ANY EXCESS LUBRICANT FROM EACH CONNECTION. MAXIMUM DEFLECTION PER JOINT SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS.
- F. MAKE SOLVENT-WELD JOINTS IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, MAKING CERTAIN NOT TO APPLY AN EXCESS OF PRIMER OR SOLVENT, AND WIPING OFF EXCESS SOLVENT FROM EACH CONNECTION. ALLOW WELDED JOINTS AT LEAST 15 MINUTES SET-UP/CURING TIME BEFORE MOVING OR HANDLING. WHEN THE TEMPERATURE IS ABOVE 80° F, ALLOW CONNECTIONS TO SET MINIMUM 24 HOURS BEFORE PULLING OR PRESSURE IS APPLIED TO THE SYSTEM. WHEN TEMPERATURE IS BELOW 80° F, FOLLOW MANUFACTURER'S RECOMMENDATIONS. PROVIDE AND INSTALL FOR EXPANSION AND CONTRACTION AS RECOMMENDED. WIRE SHALL BE LAID IN SAME TRENCH AS MAINLINE AND AT PIPE INVERT (SEE WIRE INSTALLATION).
- G. MAINLINE PIPE SHALL HAVE MINIMUM 22 INCHES OF COVER (EXCAVATE TO INVERT AS REQUIRED BY PIPE SIZE). LATERAL PIPE SHALL HAVE MINIMUM 16 INCHES OR COVER (EXCAVATE TO INVERT AS REQUIRED BY PIPE SIZE).
- H. CUT PLASTIC PIPE WITH HANDSAW OR PIPE-CUTTING TOOL, REMOVING BURRS AT CUT ENDS. PIPE CUTS ARE TO BE SQUARE AND TRUE. BEVEL CUT END AS REQUIRED TO CONFORM TO MANUFACTURER'S SPECIFICATIONS.
- I. EVERY PRECAUTION SHALL BE TAKEN TO PREVENT FOREIGN MATERIAL FROM ENTERING THE PIPE WHILE IT IS BEING PLACED IN THE TRENCH. AT TIMES, WHEN INSTALLATION OF THE PIPE IS NOT IN PROGRESS, THE OPEN END(S) OF THE PIPE SHALL BE CLOSED BY A WATERTIGHT PLUG OR OTHER MEANS. PIPE WHICH CANNOT TEMPORARILY BE JOINED, SHALL BE SEALED TO MAKE AS WATERTIGHT AS POSSIBLE. THIS PROVISION SHALL APPLY TO ALL LINES, WHETHER ABOVE OR BELOW GROUND. PIPE NOT TO BE INSTALLED THAT MAY SHALL NOT BE LAID OUT, SHOULD WATER ENTER THE TRENCH DURING OR AFTER INSTALLATION OF THE PIPE, NO ADDITIONAL PIPE MAY BE INSTALLED OR BACKFILLED UNTIL WATER IS REMOVED FROM THE TRENCH. PIPE SHALL NOT BE INSTALLED WHEN WATER IS IN THE TRENCH, WHEN PRECIPITATION IS OCCURRING, OR WHEN THE AMBIENT TEMPERATURE IS AT 40° F OR BELOW. PIPE INSTALLED AT TEMPERATURES BELOW 40° F SHALL BE REMOVED AND REPLACED AT NO COST TO THE TOWN OF AMESBURY. PIPE SHALL BE SNAKED IN THE TRENCH TO ACCOMMODATE FOR EXPANSION AND CONTRACTION DUE TO CHANGES IN TEMPERATURE.
- J. MAINTAIN 6-INCH MINIMUM CLEARANCE BETWEEN SPRINKLER LINES AND LINES OF OTHER TRADES. DO NOT INSTALL SPRINKLER LINES DIRECTLY ABOVE ANOTHER LINE OF ANY KIND.
- K. MAINTAIN 1-INCH MINIMUM BETWEEN LINES WHICH CROSS AT ANGLES OF 45 TO 90 DEGREES.
- L. THROUGHOUT THE GUARANTEE PERIOD REFILL ANY TRENCHES THAT HAVE SETTLED DUE TO INCOMPLETE COMPACTION.
- M. PULLING OF PIPE, 2-1/2 INCHES AND BELOW, WILL BE ALLOWED PROVIDED SOIL IS SUITABLE AND SPECIFIED DEPTH OF BURY CAN BE MAINTAINED.

### 3.3 THRUST BLOCKING

- ALL ELBOWS, 45 DEGREE, END CAPS AND ISOLATION VALVES SHALL BE BLOCKED WITH AN ADEQUATELY SIZED THRUST BLOCK AS PER ASAE STANDARD 373.6.2 AND AS DEPICTED IN THE DETAILS. BLOCKING SHALL BE ACCEPTED AS LONG AS IT DOES NOT AFFECT THE FITTING MANUFACTURER'S RECOMMENDATIONS. THRUST BLOCKS SHALL BE REQUIRED AT CHANGES IN SIZE AND DIRECTION OF BENDS, REDUCERS, PLUGS AND TEES. THRUST BLOCKS SHALL BE INSTALLED AGAINST UNDISTURBED SOIL. CONCRETE THRUST BLOCKS SHALL UTILIZE 3,000-PSI STANDARD CONCRETE MIXTURE. BRICKS, STONES, BOULDERS, ETC. WILL NOT BE ACCEPTED AS THRUST BLOCKS OR THRUST BLOCK MATERIAL. SAKRETE WILL NOT BE PERMITTED AS A THRUST BLOCKING MATERIAL. SUPPLY MATERIAL NEEDED FOR THRUST BLOCKING.
- B. THE SIZE OF THRUST BLOCK SHALL BE DETERMINED BY WORKING PRESSURE, SIZE AND TYPE OF FITTING, AND SOIL CONDITIONS. CALCULATE AND PROVIDE FOR CONCRETE THRUST BLOCK IN CONTACT WITH SOIL. REFER TO FITTINGS MANUFACTURER'S THRUST BLOCK SIZING TABLE TO DETERMINE SIZE OF THRUST BLOCK FOR EACH CONDITION.
- C. ENSURE STABILITY OF THRUST BLOCKS.
- D. UNDER NO CIRCUMSTANCES WILL CONCRETE BLOCK BE APPROVED FOR THRUST BLOCKS.

### 3.4 ELECTRICAL WIRE CONDUIT INSTALLATION

- A. ELECTRICAL CONDUIT SHALL BE INSTALLED IN NON-SOIL AREAS, AS WELL AS FOR ABOVE GROUND WIRING WHERE WIRE PASSES UNDER OR THROUGH WALLS, WALKS AND PAVING TO CONTROLLER, PUMP STATION AND WEATHER SENSOR.
- B. CONDUIT SHALL EXTEND 18 INCHES BEYOND EDGES OF WALLS AND HARDSCAPES.

### 3.5 PIPE SLEEVING INSTALLATION

- A. SLEEVING SHALL BE INSTALLED WHEREVER PIPE IS GOING UNDER NON-SOIL AREAS AND WHERE INDICATED ON THE DRAWINGS(-). MINIMUM COVER OVER SLEEVING PIPE SHALL BE 24 INCHES AS SHOWN ON THE DRAWINGS.
- B. SLEEVING SHALL EXTEND 18 INCHES BEYOND EDGES OF WALLS AND PAVEMENT/PAVERS. PRIOR TO THE INSTALLATION OF IRRIGATION PIPE AND WIRING, THE ENDS OF SLEEVING SHALL BE FIELD MARKED WITH A VERTICAL WOODEN STAKE EXTENDING ABOVE GRADE TO ALLOW FIELD LOCATION AT THE TIME OF IRRIGATION INSTALLATION.
- C. ENSURE REQUIRED SLEEVING IS INSTALLED PRIOR TO STARTING ANY PAVEMENT/PAVER OPERATIONS. SAW CUTTING LOCATIONS IN THE FIELD TO CONFIRM THAT SLEEVING ARE PROPERLY LOCATED FOR THE REQUIRED IRRIGATION PIPE RUNS. IN NO CASE WILL SAW CUTTING UNDO NEWLY INSTALLED PAVEMENTS/PAVERS OR JACKING UNDER NEW PAVEMENTS/PAVERS BE PERMITTED TO INSTALL SLEEVING WHICH WAS NOT INSTALLED IN PROPER SEQUENCE OR IN THE REQUIRED ORIENTATIONS OR LOCATIONS.

### 3.6 ISOLATION VALVE INSTALLATION

- A. INSTALL ISOLATION VALVES PER DETAIL WHERE INDICATED ON THE DRAWINGS. INSTALL ISOLATION VALVES ON A LEVEL CRUSHED STONE BASE SO THAT THEY CAN BE EASILY OPENED OR CLOSED WITH THE APPROPRIATE VALVE WRENCH. INSTALL SPECIFIED VALVE BOX OVER EACH ISOLATION VALVE.
  - B. CHECK AND TIGHTEN VALVE BONNET PACKING BEFORE VALVE BOX AND BACKFILL INSTALLATION.
  - C. PROVIDE AND INSTALL THRUST BLOCKS FOR RINGTITE VALVES AS PER DETAIL.
- 3.7 VALVE BOX INSTALLATION
- A. FURNISH AND INSTALL A VALVE ACCESS BOX FOR EACH ELECTRIC VALVE, FLOW METER, MASTER VALVE, QUICK COUPLING VALVE, ISOLATION VALVE AND WIRE SPLICE.
  - B. VALVE ACCESS BOXES SHALL BE INSTALLED ON A MINIMUM 4-INCH CRUSHED STONE BASE. FINISH ELEVATION OF BOXES SHALL BE AT GRADE. SUPPLY CRUSHED STONE AND INSTALL BEFORE VALVE BOX. CRUSHED STONE SHALL NOT BE POURED INTO PREVIOUSLY INSTALLED VALVE BOXES.
  - C. VALVE BOXES SHALL BE INSTALLED NEATLY. BOXES SHALL BE PARALLEL OR PERPENDICULAR TO HARDCAPE EDGES AND EQUIDISTANCE TO OTHER VALVE BOXES INSTALLED IN THE SAME LOCATION. A SUFFICIENT AMOUNT OF TURF SHALL REMAIN IN PLACE BETWEEN EACH VALVE BOX AND BETWEEN VALVE BOXES AND HARDCAPES
  - D. VALVE BOX EXTENSIONS SHALL BE PROVIDED AS REQUIRED ON VALVE BOXES IN ORDER TO INSTALL VALVE BOX COVERS AT GRADE.
  - E. BRICKS, STONES, ETC. SHALL NOT BE USED TO SUPPORT VALVE BOXES.
  - F. INSTALL ISOLATION VALVES PER DETAIL WHERE INDICATED ON THE DRAWINGS. INSTALL ISOLATION VALVES ON A LEVEL CRUSHED STONE BASE SO THAT THEY CAN BE EASILY OPENED OR CLOSED WITH THE APPROPRIATE VALVE WRENCH. INSTALL SPECIFIED VALVE BOX OVER EACH ISOLATION VALVE.
  - G. CHECK AND TIGHTEN VALVE BONNET PACKING BEFORE VALVE BOX AND BACKFILL INSTALLATION.
  - H. CENTER VALVES IN VALVE BOXES FOR SERVICING.

### 3.8 WIRING INSTALLATION

- A. SUFFICIENT SLACK FOR EXPANSION AND CONTRACTION SHALL BE MAINTAINED AND WIRING SHALL AT NO POINT BE INSTALLED TIGHTLY. PROVIDE AND INSTALL AN ADDITIONAL 8 INCHES TO SLACK FOR EACH VALVE. WIRE IN TRENCHES SHALL HAVE A 2-INCH LAYER OF SAND OR STONE DUST AT THE BOTTOM BEFORE THE WIRES ARE LAID INTO THE TRENCH AND BACKFILLED. THE WIRES SHALL HAVE A MINIMUM OF 22 INCHES OF COVER (SEE DETAIL). WIRE NOT TO BE INSTALLED THAT DAY SHALL NOT BE LAID OUT.
- B. WIRE SHALL BE LAID IN TRENCHES AND SHALL BE CAREFULLY BACKFILLED TO AVOID ANY DAMAGE TO THE WIRE INSULATION OR WIRE CONDUCTORS THEMSELVES. IN AREAS OF UNDESIRABLE MATERIALS, THE WIRE SHALL HAVE A 2-INCH LAYER OF SAND OR STONE DUST AT THE BOTTOM BEFORE THE WIRES ARE LAID INTO THE TRENCH AND BACKFILLED. THE WIRES SHALL HAVE A MINIMUM OF 22 INCHES OF COVER (SEE DETAIL). WIRE NOT TO BE INSTALLED THAT DAY SHALL NOT BE LAID OUT.
- C. AN EXPANSION CURL SHALL BE PROVIDED AND INSTALLED WITHIN 6 INCHES OF EACH WIRE CONNECTION TO A SOLENOID OR DECODER ON THE #14 WIRE - DO NOT CURL TWO-WIRE COMMUNICATION CABLE. EXPANSION CURLS CAN BE FORMED BY WRAPPING FIVE (5) TURNS OF THE CABLE AROUND A 1/2" DRAINAGE PIPE OR LARGER PIPE.
- D. SERVICE WIRING IN CONNECTION WITH DRAWINGS AND LOCAL CODES FOR LOW VOLTAGE SERVICE. IN-GROUND WIRE CONNECTIONS SHALL BE WATERPROOFED SPLICE KITS. SPLICES SHALL BE MADE IN VALVE BOXES (WIRE RUNS REQUIRING SPLICES BETWEEN VALVE LOCATIONS SHALL BE PROVIDED AND INSTALLED IN SPLICE BOX-VALVE BOX SHALL BE USED). SPLICE LOCATIONS SHALL BE SHOWN ON THE RECORD DRAWINGS.
- E. PROVIDE A COMPLETE WIRING DIAGRAM SHOWING THE ROUTING FOR THE CONNECTIONS BETWEEN THE CONTROLLER AND VALVES. SEE SECTION ONE FOR THE INCLUSION OF WIRING DIAGRAM IN OPERATION AND MAINTENANCE MANUALS.
- F. TWO-WIRE COMMUNICATION CABLES (ORANGE AND BLUE) SHALL BE INSTALLED ALONG MAINLINE PATH AND INDICATED ON THE RECORD DRAWINGS SEPARATELY.

### 3.9 CONTROLLER AND ENCLOSURE INSTALLATION

- A. INSTALL CONTROLLER IN ENCLOSURE, PER HUNTER INSTALLATION INSTRUCTIONS OR EQUAL. WIRE DECODE CABLES AND WEATHER SENSOR INTO CONTROLLER AND SET PROPER PROGRAMS.
- B. WIRE CONTROLLER TO ELECTRIC SUPPLY. CONTROLLER LOCATION FROM BUILDING CIRCUIT PROVIDED BY THE OWNER AND THE ELECTRICAL ENGINEER. CONSULT WITH THE OWNER.
- C. CONTROLLER SHALL BE MOUNTED IN THE SPECIFIED NEMA ENCLOSURES OR EQUAL ENCLOSURE.
- D. WIRING WITHIN THE ENCLOSURE SHALL BE NEATLY RUN, BUNDLED, AND CINCHED.
- E. CONTROLLER SHALL BE INSTALLED ON A NEW REINFORCED CONCRETE BASE OF MINIMUM DIMENSIONS SHOWN ON THE DETAIL, POURED-IN-PLACE. EXPANSION SHIELDS SHALL NOT BE USED. CONTRACTOR TO USE TEMPLATE TO INSTALL POURED-IN-PLACE STAINLESS STEEL "J" BOLTS TO FASTEN ENCLOSURE TO BASE. PREFABRICATED CONTROLLER BASE SHALL NOT BE APPROVED FOR INSTALLATION. CONTROLLER SHALL BE INSTALLED ON THE PAD TO ALLOW THE OPERATOR TO STAND ON THE PAD IN FRONT AND BACK OF THE CONTROLLER DURING PROGRAMMING AND MAINTENANCE.
- F. INSTALL MINIMUM ONE (1), 1-INCH PVC CONDUIT SWEEP ELL AND SPOOL PLACE THROUGH CONTROLLER PAD AND REQUIRED FOR DECODE CABLES. INSTALL MINIMUM ONE 1X 1-1/2-INCH PVC CONDUIT SWEEP ELL AND SPOOL PLACE THROUGH CONTROLLER PAD FOR #6 AWG BARE COPPER WIRE. INSTALL MINIMUM ONE (1), 1-INCH PVC CONDUIT SWEEP ELLS AND SPOOL PLACES THROUGH CONTROLLER PAD FOR POWER. MAINTAIN REQUIRED DEPTH OF BURY IN/OUT OF PAD.
- G. CONTROLLER POWER WIRE, DECODE CABLE, FLOW SENSOR CABLE AND #6 AWG BARE COPPER WIRE SHALL BE BROUGHT TO THE EXTERIOR THROUGH SEPARATE SLEEVES IN THE SUPPORT PAD. GROUNDING WIRE SHALL BE INSTALLED THROUGH THE CONTROLLER CONCRETE PAD THROUGH A SEPARATE 1-1/2-INCH SLEEVE AND NOT THROUGH THE CONTROLLER ENCLOSURE.
- H. CONTRACTOR SHALL INSTALL CONTROLLER AND OTHER IRRIGATION-RELATED WIRING, AS WELL AS 120-VOLT SERVICE TO CONTROLLER.
- I. ABOVE GROUND WIRE, OTHER THAN IN CONTROLLER ENCLOSURE SHALL BE INSTALLED IN CONDUIT. 1. CONDUIT SHALL BE INSTALLED IN SYSTEM SHALL BE MINIMUM AS SPECIFIED AND INSTALLED PER MANUFACTURER'S RECOMMENDATION. A THIRD PARTY SHALL CERTIFY IN WRITING AFTER REVIEWING THE RESULTS OF THE GROUNDING SYSTEM MEGGING READINGS.
- J. SURGE ARRESTOR GROUND SHALL BE INSTALLED PER MANUFACTURERS INSTALLATION INSTRUCTIONS.
- K. SEAL ENCLOSURE SURGE HOLES WITH EXPANDABLE FOAM INSULATION.
- L. CONTROLLER SHALL BE INSTALLED LEVEL ON PAD AND TIGHT TO THE BASE (NO GAPS).
- M. KEYS SHALL BE TURNED OVER TO OWNER'S REPRESENTATIVE.

### 3.10 WIRELESS WEATHER SENSOR INSTALLATION

- A. INSTALL WEATHER SENSOR ON EXTERIOR OF BUILDING ON ROOF EAVE IN SENSOR GUARD, WHERE INDICATED ON THE DETAIL. WEATHER SENSOR SHALL BE IN DIRECT CONTACT WITH THE WEATHER AND NOT IN CONTACT WITH THE IRRIGATION SPRAY. WEATHER SENSOR SHALL BE INSTALLED ON EAVE SO AS NOT TO BE OBSTRUCTED FROM THE PREVAILING WIND AND SO THAT THE FREEZE SENSOR POINTS SOUTH.
- B. FIRMLY ATTACH WEATHER SENSOR RECEIVER WITHIN BOTTOM SECTION OF THE CONTROLLER ENCLOSURE.

### 3.11 FLOW SENSOR INSTALLATION

- A. IRRIGATION MAINLINE FLOW SENSOR SHALL BE INSTALLED WITH ACCOMPANYING SADDLE ON 6-INCH PVC PIPE WHERE INDICATED ON THE DRAWINGS IN JUMBO VALVE BOX UPSTREAM OF THE MASTER VALVE. WIRE WATER SUPPLY FLOW METER TO PUMP CONTROL PANEL AND THEN HUNTER ACC OR EQUAL CONTROLLER WITH ICD-SEN DECODER IN SERIES PER MANUFACTURERS REQUIREMENTS.
- B. WATER SUPPLY FLOW SENSOR SHALL BE INSTALLED AT A PVC PIPE WHERE INDICATED ON THE DRAWINGS IN STANDARD VALVE BOX. WIRE FLOW METER TO PUMP CONTROL PANEL PER MANUFACTURERS REQUIREMENTS.

### 3.12 GROUNDING INSTALLATION

- GROUNDING RODS SHALL BE DRIVEN INTO THE GROUND THEIR FULL LENGTH 12- FEET FROM CONTROLLER AND 8-FOOT FOR SURGE ARRESTORS AND CONNECTED VIA EXOTHERMIC CONNECTIONS TO #6/10 THIN, BARE COPPER WIRE. THE COPPER WIRE SHALL BE INSTALLED IN A STRAIGHT A LINE AS POSSIBLE, AND IF IT IS NECESSARY TO TURN OR BEND, IT SHALL BE DONE IN A SWEEPING CURVE WITH A MINIMUM RADIUS OF 8 INCHES AND A MINIMUM INCLUDED ANGLE OF 90 DEGREES. THERE SHALL BE NO SPLICES IN THE BARE COPPER WIRE. THE TOP OF THE GROUND RODS SHALL BE DRIVEN BELOW THE GROUND SURFACE. A 4-INCH GRATED COVER AS SPECIFIED, SET A MINIMUM OF 1-INCH BELOW GRADE, SHALL BE PLACED OVER THE GROUND RODS AND EXOTHERMIC CONNECTION FOR PERIODIC MAINTENANCE. COVERS SHALL BE INSTALLED ON A MINIMUM OF 6 INCHES OF 4-INCH CORRUGATED POLYETHYLENE, PERFORATED DRAINAGE PIPE. PLATES SHALL BE INSTALLED 36 INCHES BELOW GRADE WITH 50 LBS. OF GROUND ENHANCEMENT MATERIAL SPREAD EVENLY BELOW THE PLATE AND 50 LBS. OF GROUND ENHANCEMENT MATERIAL SPREAD EVENLY ABOVE THE PLATE FOR THE CONTROLLER AND 25 LBS. OF GROUND ENHANCEMENT MATERIAL SPREAD EVENLY BELOW THE PLATE AND 25 LBS. OF GROUND ENHANCEMENT MATERIAL SPREAD EVENLY ABOVE THE PLATE FOR THE SURGE ARRESTORS IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS. PLATES SHALL ALSO BE COVERED WITH A 4-INCH GRATED COVER AS SPECIFIED, SET A MINIMUM OF 1-INCH BELOW GRADE, TO FACILITATE DRAINAGE ONTO THE PLATES. COVERS SHALL BE INSTALLED ON A MINIMUM OF 36 INCHES OF CORRUGATED POLYETHYLENE, PERFORATED DRAINAGE PIPE.
- B. WHEN TESTED, GROUNDING GRID SHALL HAVE AN EARTH RESISTANCE NO GREATER THAN 10 OHMS. IF EARTH RESISTANCE IS GREATER THAN 10 OHMS, ADDITIONAL GROUNDING RODS AND/OR PLATES AND ENHANCEMENT MATERIAL SHALL BE ADDED TO SYSTEM UNTIL DESIRED TEST RESULTS HAVE BEEN MEET.

### 3.13 SPRINKLER INSTALLATION

- A. 1/4 AND 3/4-INCH SPRINKLERS SHALL BE INSTALLED FLUSH (PERPENDICULAR) TO GRADE ON SWIVEL JOINT ASSEMBLIES.
- B. LARGE ROTARY SPRINKLERS SHALL BE INSTALLED FLUSH TO GRADE ON 1-INCH PREFABRICATED PVC UNITIZED SWING JOINT ASSEMBLIES WITH INTEGRAL O-RINGS, MINIMUM LENGTH 12 INCHES.
- C. SPRINKLERS SHALL NOT EXCEED MAXIMUM SPACING INDICATED.
- D. ADJUST SPRINKLER ZONE AFTER INSTALLATION USING FLOW CONTROL DEVICE ON VALVE.

### 3.14 AIR RELEASE VALVE INSTALLATION

- A. INSTALL AIR RELEASE VALVE AS PER DETAIL AT LOCATION SHOWN ON THE DRAWINGS.
  - B. PROVIDE BALL VALVE SHUT-OFF, PRIOR AIR VACUUM/RELEASE VALVE AS PER DETAIL. BALL VALVE SHUT-OFF SHALL BE EASILY ACCESSIBLE THROUGH THE VALVE BOX.
  - C. DRILL THIRTY-TWO (32), 3/8-INCH HOLES IN AIR VACUUM/RELEASE VALVE BOX COVERS FOR AIR PASSAGE.
  - D. AIR RELEASE VALVES SHALL BE INSTALLED STRAIGHT UP FROM MAINLINE AND NOT ON THE SIDE.
- 3.16 QUICK COUPLING VALVE INSTALLATION
- A. PROVIDE AND INSTALL QUICK COUPLING VALVES WHERE INDICATED ON THE DRAWINGS.
  - B. QUICK COUPLING VALVES TO BE MOUNTED ON 1-INCH PREFABRICATED PVC UNITIZED SWING JOINT ASSEMBLIES WITH INTEGRAL O-RINGS, MINIMUM LENGTH 12 INCHES WITH BRASS INSERT AND STABILIZER AS PER DETAILS.

### 3.17 CHECK/TEST/START-UP/ADJUST

- A. FLUSHING:
  1. AFTER PIPE, VALVES, SPRINKLER BODIES, PIPES AND RISERS ARE IN PLACE AND CONNECTED, BUT PRIOR TO INSTALLATION OF SPRINKLER INTERNALS OPEN THE CONTROL VALVES AND FLUSH OUT THE SYSTEM UNDER A FULL HEAD OF WATER.
  2. SPRINKLER INTERNALS SHALL BE INSTALLED ONLY AFTER FLUSHING OF THE SYSTEM HAS BEEN ACCOMPLISHED TO THE FULL SATISFACTION OF THE OWNER'S REPRESENTATIVE.
  3. FLUSH THE ENTIRE SYSTEM AFTER INSTALLATION IS COMPLETE AND SERVICE ANY CLOGGED NOZZLES FOR THIRTY (30) DAYS AFTER SUBSTANTIAL COMPLETION OF THIS PORTION OF THE IRRIGATION SYSTEM.
- B. TESTING:
  1. LEAKAGE TEST: TEST LINES FOR LEAKS UNDER OPERATING PRESSURE. REPAIR LEAKS AND RE-TEST.
  2. COVERAGE TEST: PERFORM A COVERAGE TEST IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE (NOTIFY OWNER'S REPRESENTATIVE AT LEAST SEVEN (7) DAYS IN ADVANCE OF SCHEDULED COVERAGE TEST). REPRESENTATIVE WILL DETERMINE IF THE WATER COVERAGE IS COMPLETE AND ADEQUATE. READJUST SPRINKLERS AND SPRINKLER LOCATIONS AS NECESSARY OR DIRECTED TO ACHIEVE PROPER COVERAGE.
  3. TESTING SHALL BE AT NO ADDITIONAL EXPENSE TO THE OWNER.

### 3.18 CLEANING AND ADJUSTING

- A. AT THE COMPLETION OF THE WORK, PARTS OF THE INSTALLATION SHALL BE THOROUGHLY CLEANED. EQUIPMENT, PIPE, VALVES AND FITTINGS SHALL BE CLEANED OF GREASE, METAL CUTTINGS AND SLUDGE WHICH MAY HAVE ACCUMULATED BY THE OPERATION OF THE SYSTEM FOR TESTING.
- B. ADJUST SPRINKLERS, VALVES, EXCHANGES AND QUICK CLOSING VALVES TO GRADES AS REQUIRED, SO THAT THEY WILL NOT BE DAMAGED BY MAINTENANCE OPERATIONS.
- C. CONTINUE SPRINKLER COVERAGE ADJUSTMENT AS REQUIRED BY SETTLEMENT, ETC., THROUGHOUT THE GUARANTEE PERIOD.
- D. EACH CONTROL ZONE SHALL BE OPERATED FOR A MINIMUM OF 5 MINUTES AND SPRINKLERS CHECKED FOR CONSISTENCY OF DELIVERING WATER. ADJUSTMENTS SHALL BE MADE TO SPRINKLERS THAT ARE NOT CONSISTENT TO THE POINT THAT THEY MATCH THE MANUFACTURER'S STANDARDS. SPRINKLERS, VALVES, TIMING DEVICES OR OTHER MECHANICAL OR ELECTRICAL COMPONENTS, WHICH FAIL TO MEET THESE STANDARDS, SHALL BE REJECTED, REPLACED AND TESTED UNTIL THEY MEET THE MANUFACTURER'S STANDARDS.

### 3.19 ACCEPTANCE AND OPERATION BY OWNER

- A. UPON COMPLETION OF THE WORK AND ACCEPTANCE BY THE TOWN OF NEW HAVEN, TRAIN THE OWNER'S PERSONNEL IN THE OPERATION OF THE SYSTEM (PROVIDE MINIMUM 7-DAY WRITTEN NOTICE IN ADVANCE OF TEST). FURNISH, IN ADDITION TO THE RECORD DRAWINGS AND OPERATIONAL MANUALS, COPIES OF AVAILABLE SPECIFICATION SHEETS AND CATALOG SHEETS TO THE OWNER'S PERSONNEL RESPONSIBLE FOR THE OPERATION OF THE IRRIGATION SYSTEM. GUARANTEE PARTS AND LABOR FOR A MINIMUM PERIOD OF ONE (1) YEAR FROM DATE OF ACCEPTANCE.

### 3.20 CLEAN UP

- A. UPON COMPLETION OF INSTALLATION WORK REMOVE LEFTOVER MATERIALS AND EQUIPMENT FROM THE SITE IN A SAFE AND LEGAL MANNER.
- B. REMOVE DEBRIS RESULTING FROM WORK OF THIS SECTION.
- C. REGRADE, LIGHTLY COMPACT, AND REPLANT AROUND SPRINKLERS WHERE NECESSARY TO MAINTAIN PROPER VERTICAL POSITIONING IN RELATION TO ESTABLISHED GRADE.
- D. FILL DEPRESSIONS AND ERODED CHANNELS WITH SUFFICIENT SOIL MIX TO ACHIEVE RESULTS OF PROPER DRAINAGE. COMPACT LIGHTLY, AND REPLANT FILLED AREAS IN ACCORD WITH DRAWINGS REQUIREMENTS. END OF SECTION 32 84 00

<b>IRRIGATION SPECIFICATIONS 2 - ADD ALTERNATE #1</b>			
<b>CARRINGTON LEARNING PARK AT CARRINGTON ELEMENTARY SCHOOL</b>			
<b>KENMORE AVENUE WATERBURY, CONNECTICUT</b>			
<b>DA</b> <small>DESIGNED</small>	<b>MW</b> <small>DRAWN</small>	<b>JH</b> <small>CHECKED</small>	
<b>AS SHOWN</b>			
<b>SCALE</b>			
<b>JUNE 10, 2023</b>			
<b>PROJECT NO.</b>			
<b>11014.00091</b>			
<b>25 OF 33</b>			
<b>SHEET NO.</b>			
<b>IR-4</b>			
<b>SHEET NAME</b>			



**SEDIMENT & EROSION CONTROL SPECIFICATIONS**

GENERAL:

THESE GUIDELINES SHALL APPLY TO ALL WORK CONSISTING OF ANY AND ALL TEMPORARY AND/OR PERMANENT MEASURES TO CONTROL WATER POLLUTION AND SOIL EROSION, AS MAY BE REQUIRED, DURING THE CONSTRUCTION OF THE PROJECT.

IN GENERAL, ALL CONSTRUCTION ACTIVITIES SHALL PROCEED IN SUCH A MANNER SO AS NOT TO POLLUTE ANY WETLANDS, WATERCOURSE, WATERBODY, AND CONDUIT CARRYING WATER, ETC. THE CONTRACTOR SHALL LIMIT, INSOFAR AS POSSIBLE, THE SURFACE AREA OF EARTH MATERIALS EXPOSED BY CONSTRUCTION METHODS AND IMMEDIATELY PROVIDE PERMANENT AND TEMPORARY POLLUTION CONTROL MEASURES TO PREVENT CONTAMINATION OF ADJACENT WETLANDS, WATERCOURSES, AND WATER BODIES, AND TO PREVENT, INSOFAR AS POSSIBLE, EROSION ON THE SITE.

**LAND GRADING**

- GENERAL:
1. THE RESHAPING OF THE GROUND SURFACE BY EXCAVATION AND FILLING OR A COMBINATION OF BOTH, TO OBTAIN PLANNED GRADES, SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING CRITERIA:
- THE CUT FACE OF EARTH EXCAVATION SHALL NOT BE STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2:1).
  - THE PERMANENT EXPOSED FACES OF FILLS SHALL NOT BE STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2:1).
  - THE CUT FACE OF ROCK EXCAVATION SHALL NOT BE STEEPER THAN ONE HORIZONTAL TO FOUR VERTICAL (1:4).
  - PROVISION SHOULD BE MADE TO CONDUCT SURFACE WATER SAFELY TO STORM DRAINS TO PREVENT SURFACE RUNOFF FROM DAMAGING CUT FACES AND FILL SLOPES.
  - EXCAVATIONS SHOULD NOT BE MADE SO CLOSE TO PROPERTY LINES AS TO ENDANGER ADJOINING PROPERTY WITHOUT PROTECTING SUCH PROPERTY FROM EROSION, SLIDING, SETTLING, OR CRACKING.
  - NO FILL SHOULD BE PLACED WHERE IT WILL SLIDE OR WASH UPON THE PREMISES OF ANOTHER OWNER OR UPON ADJACENT WETLANDS, WATERCOURSES, OR WATER BODIES.
  - PRIOR TO ANY RE-GRADING, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PLACED AT THE ENTRANCE TO THE WORK AREA IN ORDER TO REDUCE MUD AND OTHER SEDIMENTS FROM LEAVING THE SITE.

**TOPSOILING**

- GENERAL:
- TOPSOIL SHALL BE SPREAD OVER ALL EXPOSED AREAS IN ORDER TO PROVIDE A SOIL MEDIUM HAVING FAVORABLE CHARACTERISTICS FOR THE ESTABLISHMENT, GROWTH, AND MAINTENANCE OF VEGETATION.
  - UPON ATTAINING FINAL SUBGRADES, SCARIFY SURFACE TO PROVIDE A GOOD BOND WITH TOPSOIL.
  - REMOVE ALL LARGE STONES, TREE LIMBS, ROOTS AND CONSTRUCTION DEBRIS.
- APPLY LIME ACCORDING TO SOIL TEST RECOMMENDATIONS
- MATERIAL:
- TOPSOIL SHOULD HAVE PHYSICAL, CHEMICAL, AND BIOLOGICAL CHARACTERISTICS FAVORABLE TO THE GROWTH OF PLANTS.
  - TOPSOIL SHOULD HAVE A SANDY OR LOAMY TEXTURE.
  - TOPSOIL SHOULD BE RELATIVELY FREE OF SUBSOIL MATERIAL AND MUST BE FREE OF STONES (OVER 1" IN DIAMETER), LUMPS OF SOIL, ROOTS, TREE LIMBS, TRASH, OR CONSTRUCTION DEBRIS. IT SHOULD BE FREE OF ROOTS OR RHIZOMES SUCH AS THISTLE, NUTGRASS, AND QUACKGRASS.
  - AN ORGANIC MATTER CONTENT OF SIX PERCENT (6%) IS REQUIRED. AVOID LIGHT COLORED SUBSOIL MATERIAL.
  - SOLUBLE SALT CONTENT OF OVER 500 PARTS PER MILLION (PPM) IS LESS SUITABLE. AVOID TIDAL MARSH SOILS BECAUSE OF HIGH SALT CONTENT AND SULFUR ACIDITY.
  - THE PH SHOULD BE MORE THAN 6.0. IF LESS, ADD LIME TO INCREASE PH TO AN ACCEPTABLE LEVEL.
- APPLICATION
- AVOID SPREADING WHEN TOPSOIL IS WET OR FROZEN.
- SPREAD TOPSOIL UNIFORMLY TO A DEPTH OF AT LEAST SIX INCHES (6"), OR TO THE DEPTH SHOWN ON THE PLANS, DETAILS AND SPECIFICATIONS.

**TEMPORARY VEGETATIVE COVER**

- GENERAL:
- TEMPORARY VEGETATIVE COVER SHALL BE ESTABLISHED ON ALL UNPROTECTED AREAS THAT PRODUCE SEDIMENT, AREAS WHERE FINAL GRADING HAS BEEN COMPLETED, AND AREAS WHERE THE ESTIMATED PERIOD OF BARE SOIL EXPOSURE IS LESS THAN 12 MONTHS. TEMPORARY VEGETATIVE COVER SHALL BE APPLIED IF AREAS WILL NOT BE PERMANENTLY SEEDED BY SEPTEMBER 1.
- SITE PREPARATION:
- INSTALL REQUIRED SURFACE WATER CONTROL MEASURES.
  - REMOVE LOOSE ROCK, STONE, AND CONSTRUCTION DEBRIS FROM AREA.
  - APPLY DOLOMITIC LIMESTONE ACCORDING TO SOIL TEST RECOMMENDATIONS
  - APPLY FERTILIZER ACCORDING TO SOIL TEST OR AT THE RATE OF 300 LBS. OF 10-10-10 PER ACRE (7 LBS. PER 1,000 SQ. FT.) AND SECOND APPLICATION OF 200 LBS. OF 10-10-10- (5 LBS. PER 1,000 SQ. FT.) WHEN GRASS IS FOUR INCHES (4") TO SIX INCHES (6") HIGH. APPLY ONLY WHEN GRASS IS DRY.
  - UNLESS HYDROSEEDED, WORK IN LIME AND FERTILIZER TO A DEPTH OF FOUR (4") INCHES USING A DISK OR ANY SUITABLE EQUIPMENT.
  - TILLAGE SHOULD ACHIEVE A REASONABLY UNIFORM LOOSE SEEDBED. WORK ON CONTOUR IF SITE IS SLOPING.
- ESTABLISHMENT:
- SELECT APPROPRIATE SPECIES FOR THE SITUATION. NOTE RATES AND SEEDING DATES (SEE VEGETATIVE COVER SELECTION & MULCHING SPECIFICATION BELOW). 2. APPLY SEED UNIFORMLY ACCORDING TO THE RATE INDICATED BY BROADCASTING, DRILLING, OR HYDRAULIC APPLICATION. 3. UNLESS HYDROSEEDED, COVER RYEGRASS SEEDS WITH NOT MORE THAN 1/4 INCH OF SOIL USING SUITABLE EQUIPMENT. 4. MULCH IMMEDIATELY AFTER SEEDING IF REQUIRED. (SEE VEGETATIVE COVER SELECTION & MULCHING SPECIFICATION BELOW.) 5. APPLY STRAW OR HAY MULCH AND ANCHOR TO SLOPES GREATER THAN 3% OR WHERE CONCENTRATED FLOW WILL OCCUR.

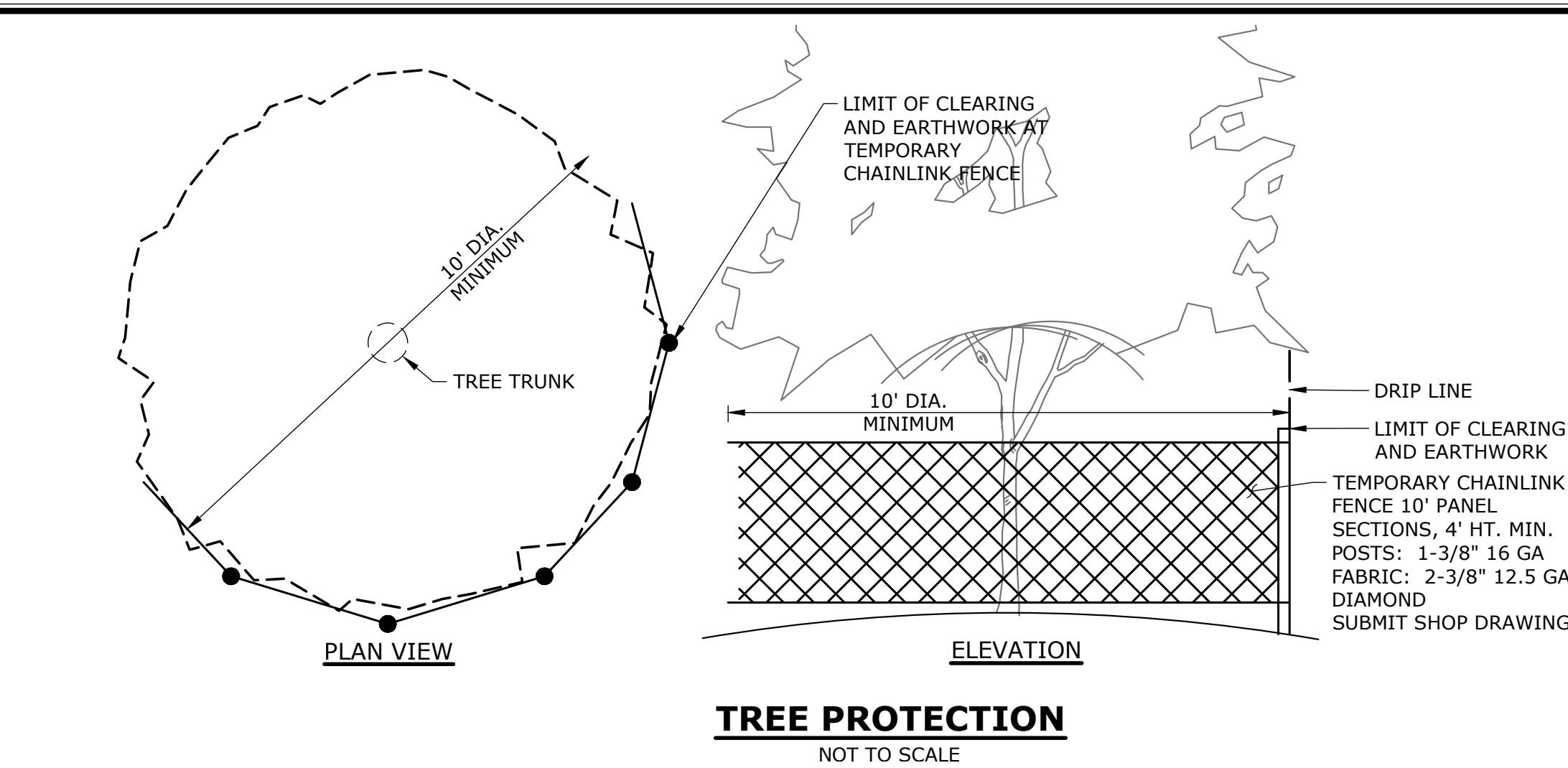
NOTE:  
REFER TO CT DEEP 2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL MANUAL FOR ADDITIONAL INFORMATION AND DETAILS

**PERMANENT VEGETATIVE COVER**

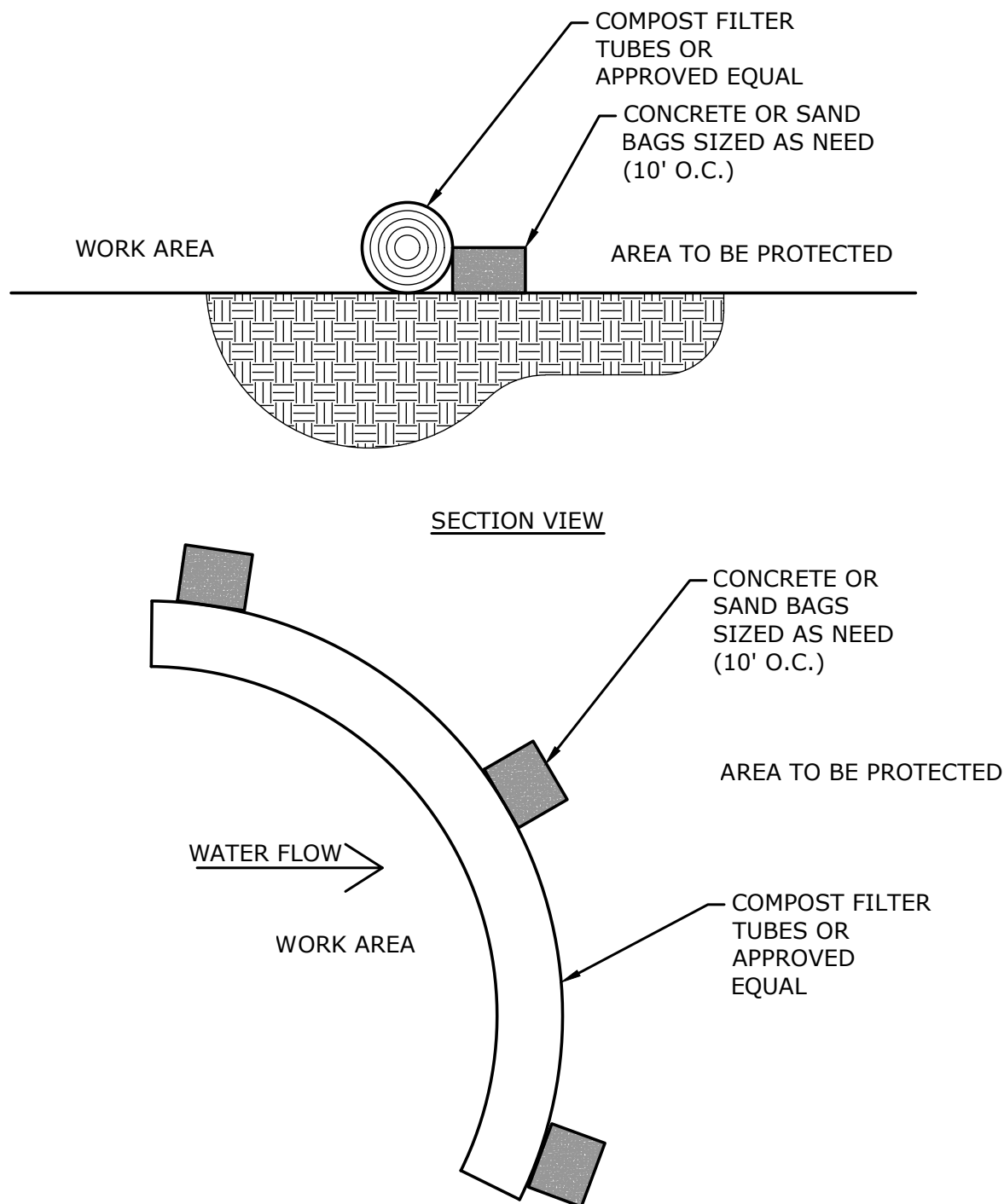
- GENERAL:
- PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED AS VARIOUS SECTIONS OF THE PROJECT ARE COMPLETED IN ORDER TO STABILIZE THE SOIL, REDUCE DOWNSTREAM DAMAGE FROM SURFACE AND RUNOFF, AND TO ENHANCE THE AESTHETIC NATURE OF THE SITE. IT WILL BE APPLIED TO ALL CONSTRUCTION AREAS SUBJECT TO EROSION WHERE FINAL GRADING HAS BEEN COMPLETED AND A PERMANENT COVER IS NEEDED.
- SITE PREPARATION:
- INSTALL REQUIRED SURFACE WATER CONTROL MEASURES.
  - REMOVE LOOSE ROCK, STONE, AND CONSTRUCTION DEBRIS FROM AREA.
  - PERFORM ALL PLANTING OPERATIONS PARALLEL TO THE CONTOURS OF THE SLOPE.
  - APPLY TOPSOIL AS INDICATED ELSEWHERE HEREIN.
  - APPLY FERTILIZER ACCORDING TO SOIL TEST OR:
- SPREAD SEEDING: WORK DEEPLY IN SOIL, BEFORE SEEDING, 300 LBS. OF 10-10-10 FERTILIZER PER ACRE (7 LBS. PER 1,000 SQ. FT.); THEN SIX (6) TO EIGHT (8) WEEKS LATER, APPLY ON THE SURFACE AN ADDITIONAL 300 LBS. OF 10-10-10 FERTILIZER PER ACRE. AFTER SEPTEMBER 1, TEMPORARY VEGETATIVE COVER SHALL BE APPLIED.
- FALL SEEDING: WORK DEEPLY IN SOIL, BEFORE SEEDING, 600 LBS. OF 10-10-10 FERTILIZER PER ACRE (14 LBS. PER 1,000 SQ. FT.).
- VEGETATIVE COVER SELECTION & MULCHING**
- TEMPORARY VEGETATIVE COVER:**
- PERENNIAL RYEGRASS 3 LBS./1,000 SQ.FT. (LOIULUM PERENNE)
- PERMANENT VEGETATIVE COVER:** (AS SPECIFIED)
- PERENNIAL RYE GRASS 20% BY WEIGHT AND TALL FESCUE 80% BY WEIGHT
- TEMPORARY MULCHING:
- STRAY OR HAY 70-90 LBS./1,000 SQ.FT. (TEMPORARY VEGETATIVE AREAS)
- WOOD FIBER IN HYDROMULCH SLURRY 25-50 LBS./1,000 SQ. FT.
- ESTABLISHMENT:
- SMOOTH AND FIRM SEEDBED WITH CULTIPACKER OR OTHER SIMILAR EQUIPMENT PRIOR TO SEEDING (EXCEPT WHEN HYDROSEEDING).
  - SELECT ADAPTED SEED MIXTURE FOR THE SPECIFIC SITUATION. NOTE RATES AND THE SEEDING DATES (SEE VEGETATIVE COVER SELECTION & MULCHING SPEC. BELOW).
  - APPLY SEED UNIFORMLY ACCORDING TO RATE INDICATED, BY BROADCASTING, DRILLING, OR HYDRAULIC APPLICATION.
  - COVER GRASS AND LEGUME SEED WITH NOT MORE THAN 1/4 INCH OF SOIL WITH SUITABLE EQUIPMENT (EXCEPT WHEN HYDROSEEDING).
  - MULCH IMMEDIATELY AFTER SEEDING, IF REQUIRED, ACCORDING TO TEMPORARY MULCHING SPECIFICATIONS. (SEE VEGETATIVE COVER SELECTION & MULCHING SPECIFICATION BELOW).
  - USE PROPER INOCULANT ON ALL LEGUME SEEDINGS, USE FOUR (4) TIMES NORMAL RATES WHEN HYDROSEEDING.
  - USE SOD WHERE THERE IS A HEAVY CONCENTRATION OF WATER AND IN CRITICAL AREAS WHERE IT IS IMPORTANT TO GET A QUICK VEGETATIVE COVER TO PREVENT EROSION.
- MAINTENANCE:
- TEST FOR SOIL ACIDITY EVERY THREE (3) YEARS AND LIME AS REQUIRED.
  - ON SITES WHERE GRASSES PREDOMINATE, BROADCAST ANNUALLY 500 POUNDS OF 10-10-10 FERTILIZER PER ACRE (12 LBS. PER 1,000 SQ. FT.) OR AS NEEDED ACCORDING TO ANNUAL SOIL TESTS.
  - ON SITES WHERE LEGUMES PREDOMINATE, BROADCAST EVERY THREE (3) YEARS OR AS INDICATED BY SOIL TEST 300 POUNDS OF 0-20-20 OR EQUIVALENT PER ACRE (8 LBS PER 1,000 SQ. FT.).

**EROSION CHECKS**

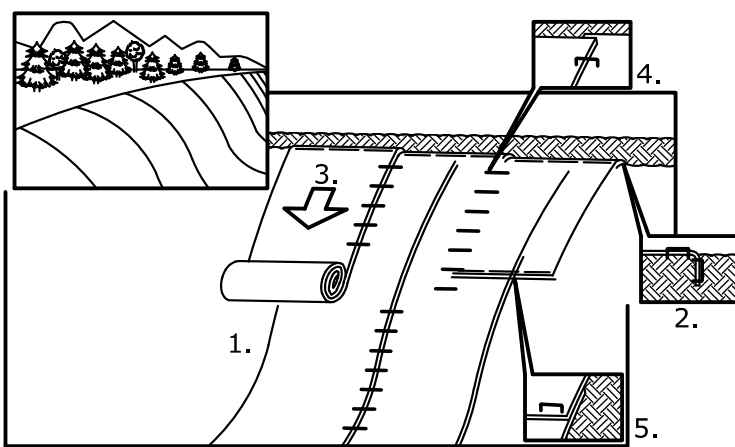
- GENERAL:
- TEMPORARY PERVIOUS BARRIERS USING BALES OF HAY OR STRAW, HELD IN PLACE WITH STAKES DRIVEN THROUGH THE BALES AND INTO THE GROUND OR GEOTEXTILE FABRIC FASTENED TO A FENCE POST AND BURIED INTO THE GROUND, SHALL BE INSTALLED AND MAINTAINED AS REQUIRED TO CHECK EROSION AND REDUCE SEDIMENTATION.
- CONSTRUCTION:
- BALES SHOULD BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES.
  - EACH BALE SHALL BE EMBEDDED INTO THE SOIL A MINIMUM OF FOUR (4") INCHES.
  - BALES SHALL BE SECURELY ANCHORED IN PLACE BY WOOD STAKES OR REINFORCEMENT BARS DRIVEN THROUGH THE BALES AND INTO THE GROUND. THE FIRST STAKE IN EACH BALE SHALL BE ANGLED TOWARD THE PREVIOUSLY LAID BALE TO FORCE BALES TOGETHER.
  - GEOTEXTILE FABRIC SHALL BE SECURELY ANCHORED AT THE TOP OF A THREE FOOT (3') HIGH FENCE AND BURIED A MINIMUM OF FOUR INCHES (4") TO THE SOIL. SEAMS BETWEEN SECTIONS OF FILTER FABRIC SHALL OVERLAP A MINIMUM OF TWO FEET (2').
- INSTALLATION AND MAINTENANCE:
- BALED HAY EROSION BARRIERS SHALL BE INSTALLED AT ALL STORM SEWER INLETS.
  - BALED HAY EROSION BARRIERS AND GEOTEXTILE FENCE SHALL BE INSTALLED AT THE LOCATION INDICATED ON THE PLAN AND IN ADDITIONAL AREAS AS MAY BE DEEMED APPROPRIATE DURING CONSTRUCTION.
  - ALL EROSION CHECKS SHALL BE MAINTAINED UNTIL ADJACENT AREAS ARE STABILIZED.
  - INSPECTION SHALL BE FREQUENT (AT MINIMUM MONTHLY AND BEFORE AND AFTER HEAVY RAIN) AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
  - EROSION CHECKS SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFULNESS SO AS NOT TO BLOCK OR IMPEDE STORMWATER FLOW OR DRAINAGE.



**TREE PROTECTION**  
NOT TO SCALE

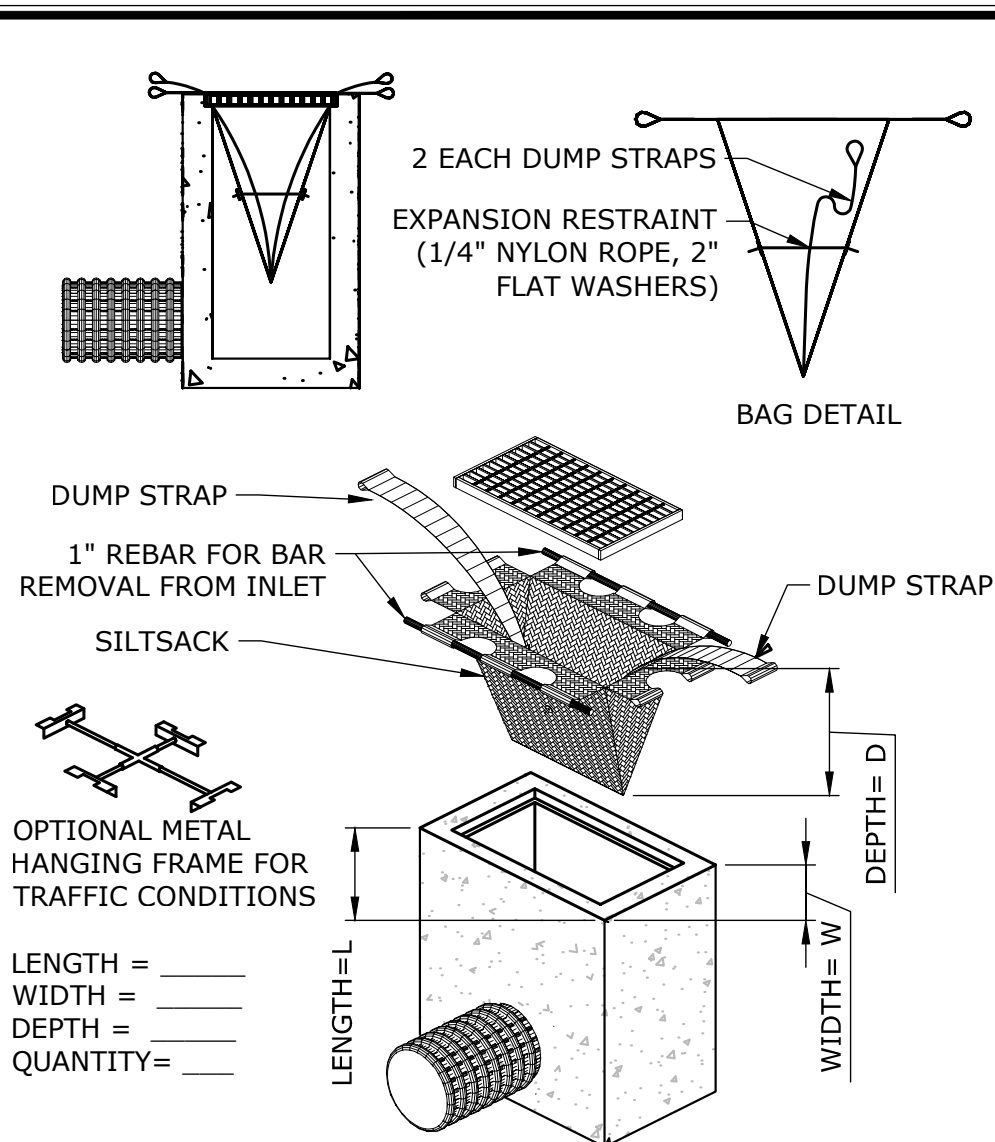


**COMPOST FILTER TUBES FOR USE IN PAVED AREAS**  
NOT TO SCALE

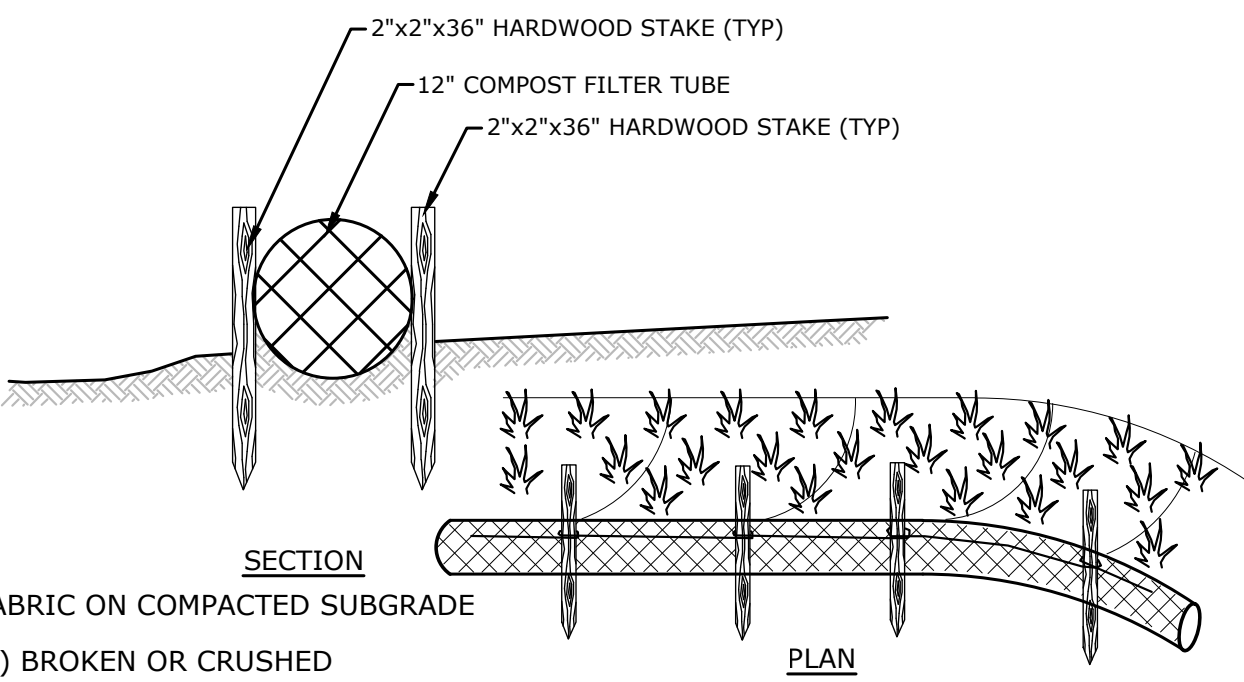


- NOTES:
- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING SCC225, DO NOT SEED PREPARED AREA. SCC225 MUST BE INSTALLED WITH PAPER SIDE DOWN.
  - BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP BY 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
  - ROLL THE BLANKETS DOWN THE SLOPE IN THE DIRECTION OF THE WATER FLOW.
  - THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
  - WHEN BLANKETS MUST BE SPICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 6" OVERLAP. STAPLE THROUGH OVERLAP AREA, APPROXIMATELY 12" APART.
- REFER TO GENERAL STAPLE PATTERN GUIDE IN NORTH AMERICAN GREEN CATALOG FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS.

**APPLICATION OF EROSION CONTROL BLANKET ON SLOPES (ECB)**  
NOT TO SCALE

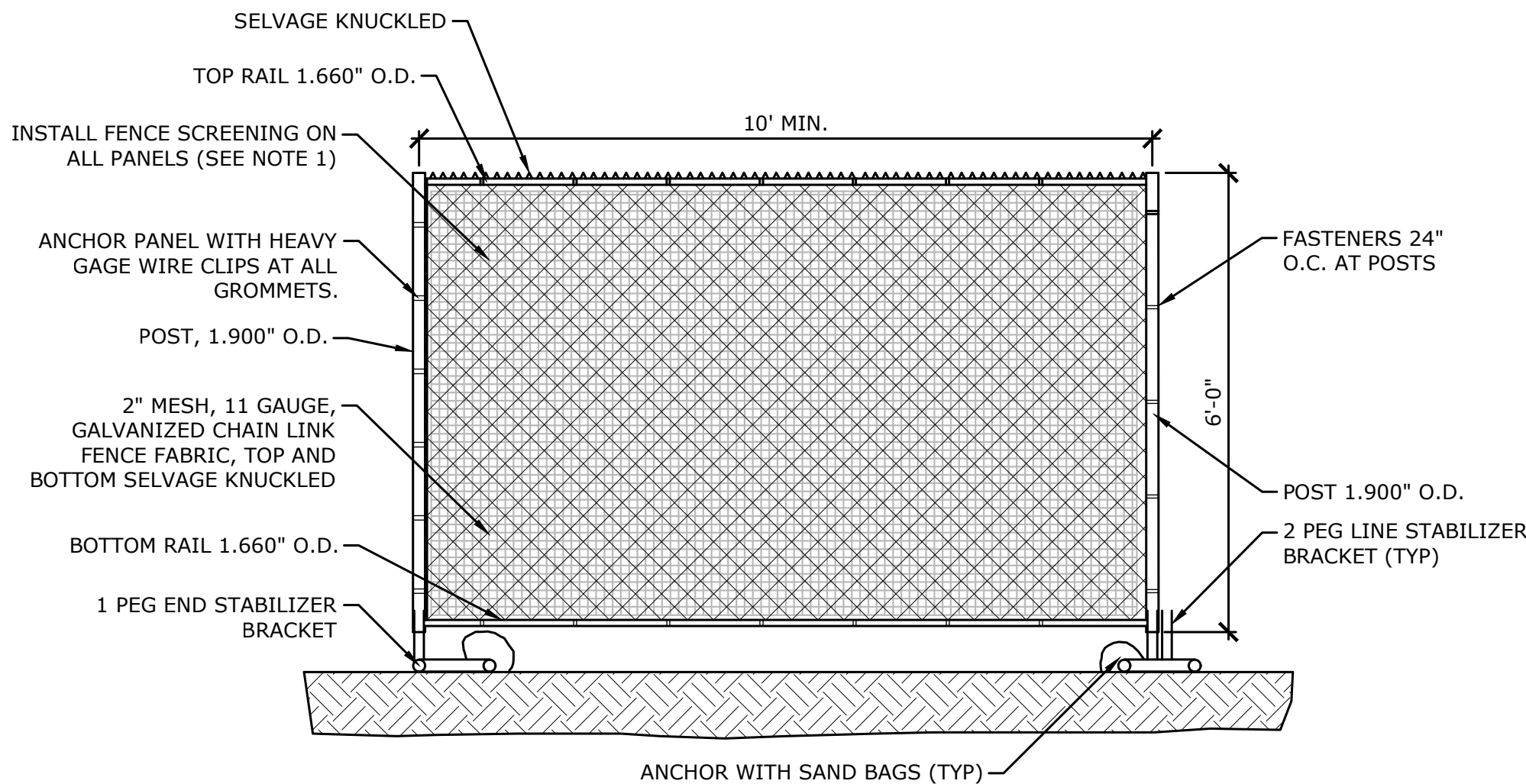


**INLET PROTECTION (IP)**  
NOT TO SCALE



- NOTES:
- EXCAVATE A SHALLOW (3 TO 4 INCHES DEEP) TRENCH ALONG THE TOE OF EXISTING SLOPES.
  - DRIVE STAKES DOWN ALONG THE SIDES OF THE LOG. DRIVE STAKES FLUSH WITH THE TOP OF THE COMPOST FILTER TUBE.
  - WEAVE COIR OR NYLON TWINE BETWEEN AND AROUND THE STAKES.
  - DRIVE STAKES IN FIRMLY, SECURING THE COMPOST FILTER TUBE TO THE GROUND.

**COMPOST FILTER TUBE**  
NOT TO SCALE



- NOTES:
- FENCE SCREENING (SCRIM) SHALL BE GREEN OR BLACK
  - EMBEDDED FENCE SHALL BE UTILIZED AT THE DIRECTION OF THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY THE OWNER. EMBEDDED POSTS SHALL BE CORED INTO EXISTING SURFACE AND REPAIRED UPON COMPLETION OF WORK.
  - PANELIZED FENCE SHALL HAVE NO SANDBAGS ON THE EXTERIOR OF THE FENCE AND SHALL BE INTERNALLY BRACED
  - WHERE PANELIZED FENCE IS APPROVED, EACH STABILIZER BRACKET SHALL BE SECURED WITH TWO (2) SANDBAGS OR WEIGHTED BASES, MIN. 50 POUNDS EACH
  - CONTRACTOR TO PROVIDE GATES AS SHOWN ON PLANS

**CONSTRUCTION FENCE (CF)**  
NOT TO SCALE

EROSION CONTROL MEASURE	CONTROL OBJECTIVE	INSPECTION/MAINTENANCE	FAILURE INDICATORS	REMOVAL
SILT FENCE (SFF) (RELATED: IP, STK)	- INTERCEPT, AND REDIRECT/DETAIN SMALL AMOUNTS OF SEDIMENT FROM SMALL DISTURBED AREAS. - DECREASE VELOCITY OF SHEET FLOW. - PROTECT SENSITIVE SLOPES OR SOILS FROM EXCESSIVE WATER FLOW.	INSPECT AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM WITH A RAINFALL OF 0.5 INCHES OR MORE. ACCUMULATED SEDIMENT MUST BE REMOVED ONCE ITS DEPTH IS EQUAL TO 1/2 THE TRENCH HEIGHT. INSPECT FREQUENTLY DURING PUMPING OPERATIONS IF USED FOR DEWATERING OPERATIONS.	- PHYSICAL DAMAGE OR DECOMPOSITION - EVIDENCE OF OVERTOPPED OR UNDERCUT FENCE - EVIDENCE OF SIGNIFICANT FLOWS EVADING CAPTURE - REPETITIVE FAILURE	SILT FENCE MAY BE REMOVED AFTER UPHILL AND SENSITIVE AREAS HAVE BEEN PERMANENTLY STABILIZED.
CONSTRUCTION ENTRANCE (CE)	- REDUCE THE TRACKING OF SEDIMENT OFF-SITE ONTO PAVED SURFACES.	INSPECT AT THE END OF EACH WORK DAY AND IMMEDIATELY REPAIR DAMAGES. PERIODIC ADDITION OF STONE, OR LENGTHENING OF ENTRANCE MAY BE REQUIRED AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES AS A RESULT OF INEFFICIENCY OF CONSTRUCTION ENTRANCE SHALL BE IMMEDIATELY REMOVED.	- SEDIMENT IN ROADWAY ADJACENT TO SITE	CONSTRUCTION ENTRANCE MAY BE REMOVED ONCE THE SITE HAS BEEN PERMANENTLY STABILIZED, AND ALL OTHER SECTIONS OF ROADWAY HAVE BEEN PERMANENTLY PAVED.
INLET PROTECTION (IP)	- PROHIBIT SILT IN CONSTRUCTION-RELATED RUNOFF FROM ENTERING STORM DRAINAGE SYSTEM.	INSPECT AFTER ANY RAIN EVENT. IF FILTER BAG INSIDE CATCH BASIN CONTAINS MORE THAN 6" OF SEDIMENT, REMOVE SEDIMENT FROM BAG. CHECK SURROUNDING SILT FENCE AND HAY BALES PER NOTED ABOVE.	- RIPPED BAG - FAILED HAY BALES / SILT FENCE - SIGNIFICANT SILT PRESENCE IN STORM DRAINAGE SYSTEM OUTFLOW.	INLET PROTECTION MAY BE REMOVED ONCE THE SITE HAS BEEN PERMANENTLY STABILIZED, AND ALL SECTIONS OF ROADWAY HAVE BEEN PERMANENTLY PAVED.
STOCKPILE PROTECTION (STK)	- RETAIN SOIL STOCKPILE IN LOCATIONS SPECIFIED, AND REDUCE WATER-TRANSPORT.	INSPECT SILT FENCE AT THE END OF EACH WORK DAY AND IMMEDIATELY REPAIR DAMAGES. PERIODIC REINFORCEMENT OF SILT FENCE, OR ADDITION OF HAY BALES MAY BE NECESSARY.	- EVIDENCE OF STOCK PILE DIMINISHING DUE TO RAIN EVENTS - FAILURE OF SILT FENCE	STOCKPILE PROTECTION MAY BE REMOVED ONCE THE STOCKPILE IS USED OR REMOVED.

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DESIGNED

DRAWN

CHECKED

DATE

6/10/23

BY

CJP

DESCRIPTION

BID CONSTRUCTION DOCUMENTS

SEDIMENT & EROSION NOTES & DETAILS

CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL

KENMORE AVENUE  
WATERBURY, CONNECTICUT

AS NOTED

JUNE 10, 2023

11014.00091

26 OF 33

SE-1



**WHITE PAINTED CROSSWALK**  
NOT TO SCALE

## **STOP BAR PAVEMENT MARKINGS**

- NOTES:**
1. BOTTOM OF FOOTING TO BE 1'-0" BELOW FROST LINE, EXISTING UNDISTURBED GRADE OR FINISHED GRADE, WHICHEVER IS GREATER.
  2. FOR WAY-FINDING SIGNS SEE SHEET LA-1

**TRAFFIC SIGN POST**  
**NOT TO SCALE**

### DROP-OFF ONLY PARKING SIGNS

NOTES:

**DETECTABLE WARNING STRIP FOR ACCESSIBLE WALK**  
NOT TO SCALE

1. CONCRETE PER SECTION 32 30 16 CAST-IN-PLACE CONCRETE
  - 1.1. PCC04460
  - 1.2. 4,400 PSI AT 28 DAYS
  - 1.3. CEMENT CONTENT OF 615LB MINIMUM
  - 1.4. AGGREGATE 3/4" MAX
  - 1.5. WATER TO CEMENT RATIO 0.42

2. 1/2" EXPANSION JOINT AT INTERVALS NOT TO EXCEED 20'. EXPANSION JOINT TO RUN TO THE FACE OF CURB.
5. EXPANSION JOINTS 20' O.C. MAX. OR AS PER PLAN. PROVIDE PREFORMED EXPANSION JOINT AT ALL CONSTRUCTION JOINTS, WALLS, BUILDINGS, OR WHERE CONCRETE ABUTS EXISTING CONCRETE.
6. SCORE JOINTS 5' O.C. TYP (OR AS SHOWN ON PLANS)

**CONCRETE SIDEWALK**  
NOT TO SCALE

**NOTES:**

1. PROVIDE SAWCUTS AS SHOWN ON THE PLANS.

**SCORE JOINT - SAWCUT**  
NOT TO SCALE

**NOTES:**

1. PROVIDE PREFORMED EXPANSION JOINT AT ALL CONSTRUCTION JOINT, AND OTHER LOCATIONS WHERE CONCRETE ABUTTS EXISTING CONCRETE.

**CEMENT CONCRETE EXPANSION JOINT**  
NOT TO SCALE

**NOTES:**

1. SEE SPECIFICATION SECTION 32 30 16 CAST-IN-PLACE CONCRETE
2. CONCRETE PER SECTION 31 30 00 CAST-IN-PLACE CONCRETE
  - 2.1. PCC04460
  - 2.2. 4,400 PSI AT 28 DAYS
  - 2.3. CEMENT CONTENT OF 615LB MINIMUM
  - 2.4. AGGREGATE 3/4" MAX
  - 2.5. WATER TO CEMENT RATIO 0.42

3. 1/2" EXPANSION JOINT AT INTERVALS NOT TO EXCEED 20'. EXPANSION JOINT TO RUN TO THE FACE OF CURB.
4. TO BE USED IN ALL LOCATIONS WHERE PROPOSED CONCRETE WALKS ABUT PROPOSED CONCRETE CURB

**INTEGRAL CONCRETE WALK AND CURB**  
NOT TO SCALE

**INTEGRAL CONCRETE WALK & CURB FLUSH CONDITION /**  
**CONCRETE PAD WITH THICKENED EDGE**

- NOTE:
1. PAVING SECTIONS SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEERING REPORT, DATED MAY 12, 2022, WHICH IS INCLUDED IN THE PROJECT MANUAL
  2. EXISTING ASPHALT SHALL BE RECLAIMED AND REUSED PER SECTION 31 20 00 EARTH MOVING

**ROADWAY BITUMINOUS CONCRETE PAVEMENT**  
NOT TO SCALE

**BITUMINOUS CONCRETE CURB**  
NOT TO SCALE

**STONE DUST TRAIL**  
NOT TO SCALE

DESCRIPTION	DATE	BY
BID CONSTRUCTION DOCUMENTS	6/10/23	CJP

## SITE DETAILS - 1

CARRINGTON LEARNING PARK  
AT CARRINGTON ELEMENTARY SCHOOL  
KENMORE AVENUE  
WATERBURY, CONNECTICUT

DESIGNED	DRAWN	CHECKED
AS NOTED		
SCALE		
DATE		
PROJECT NO.		
SHEET NO.		

**SD-1**

SHEET NAME





**NOTE:**  
SEE SITE PLANS FOR MAXIMUM CRITICAL FALL HEIGHT



DESCRIPTION	DATE	BY
BID CONSTRUCTION DOCUMENTS	6/10/23	CJP

DESIGNED	DRAWN	CHECKED
AS NOTED		
SCALE		
JUNE 10. 2023		
DATE		
11014.00091		
PROJECT NO.		
28 OF 33		
SHEET NO.		

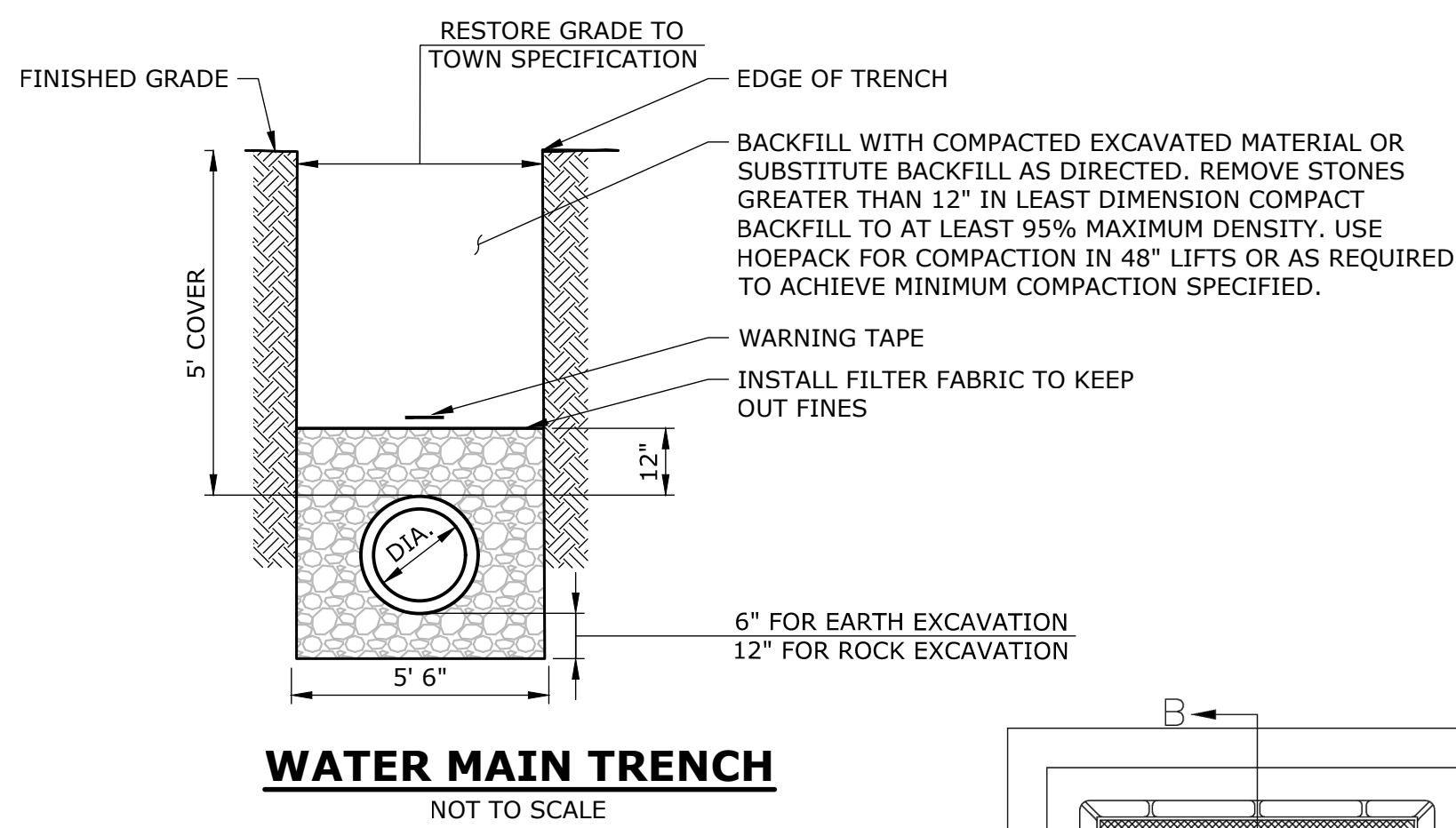






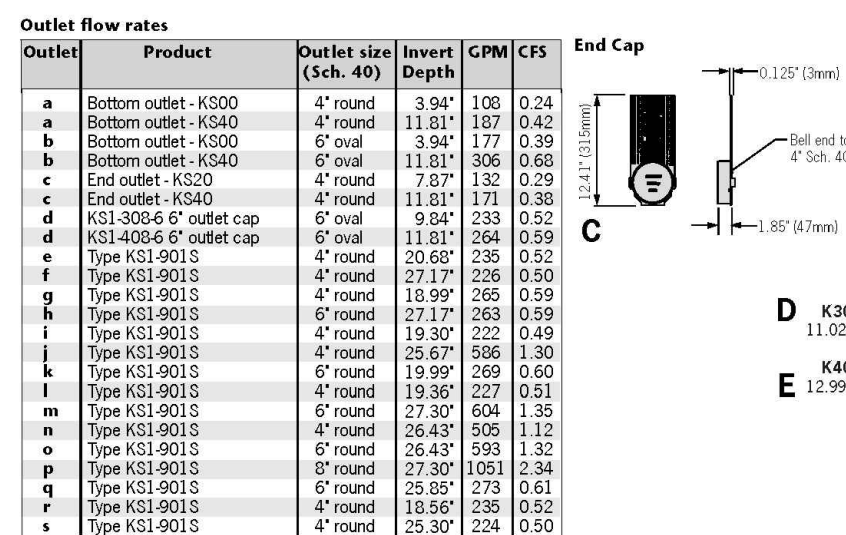






1. SEE APPROPRIATE DETAIL FOR PAVEMENT REPAIR INFORMATION WHEN INSTALLING SANITARY SEWER MAINS IN PAVED AREAS.

NOT TO SCALE

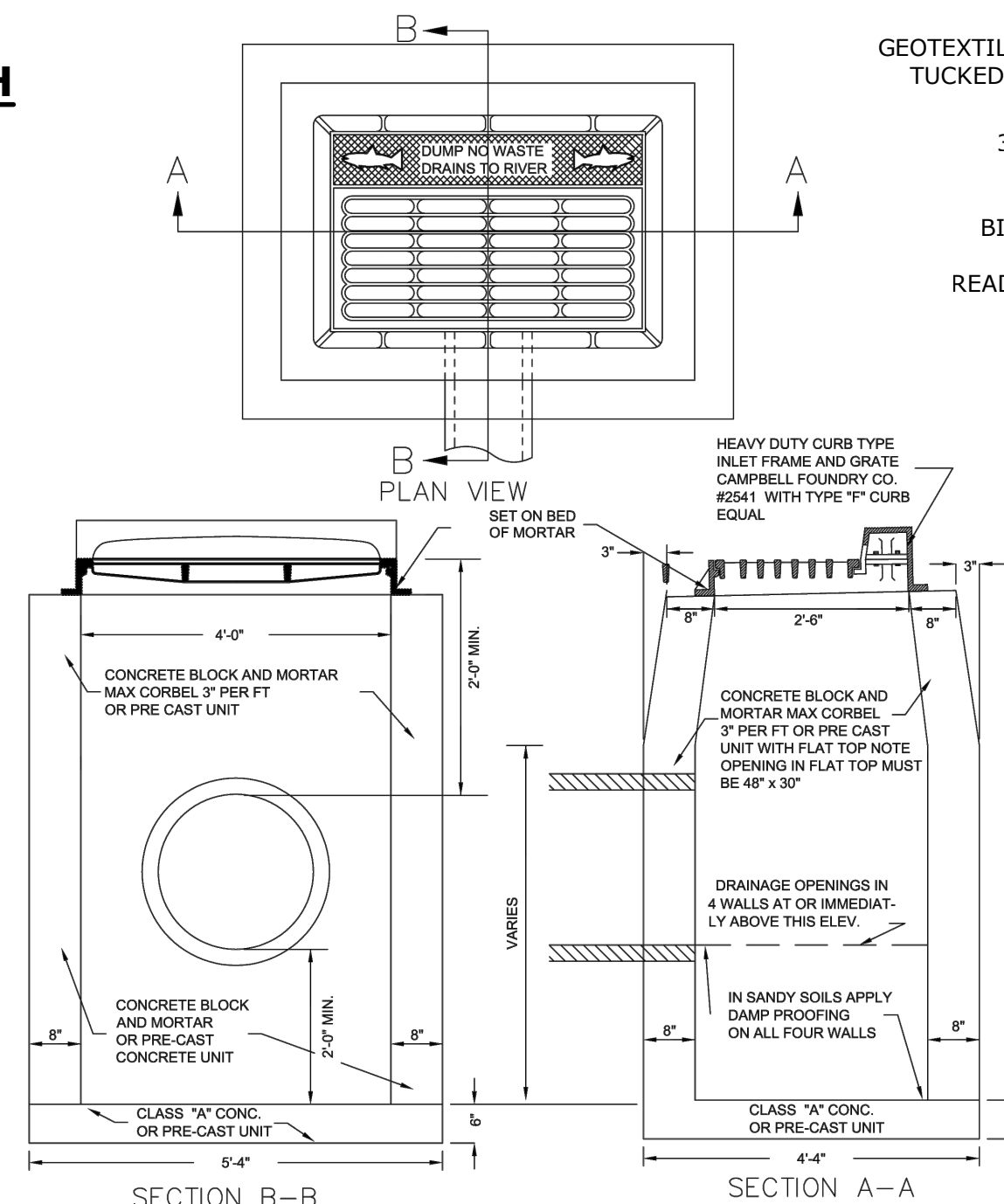


[www.acousa.com](http://www.acousa.com)

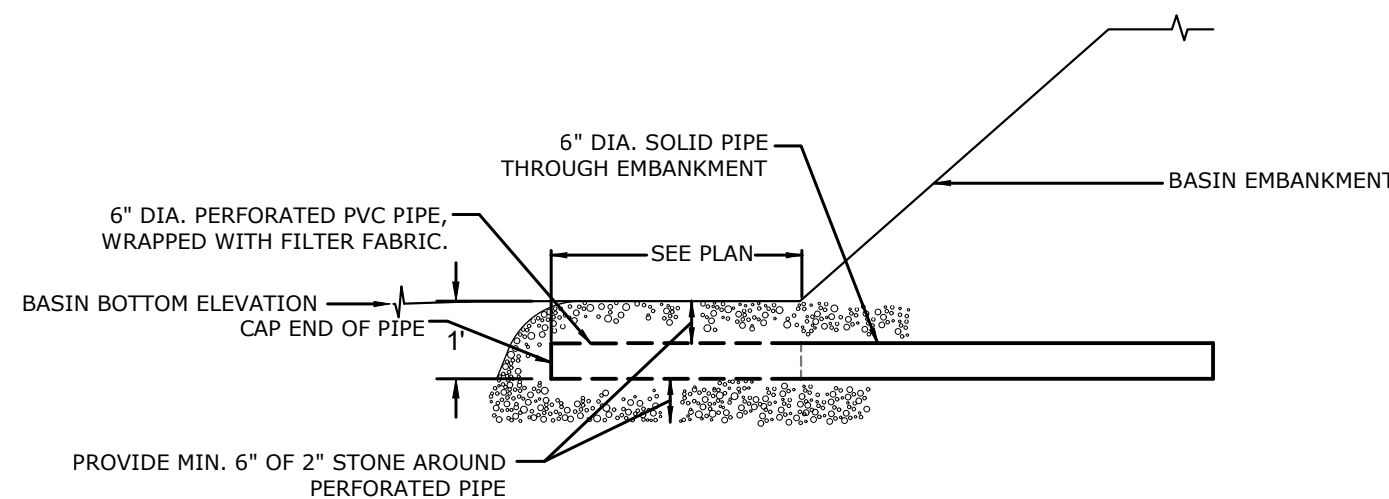
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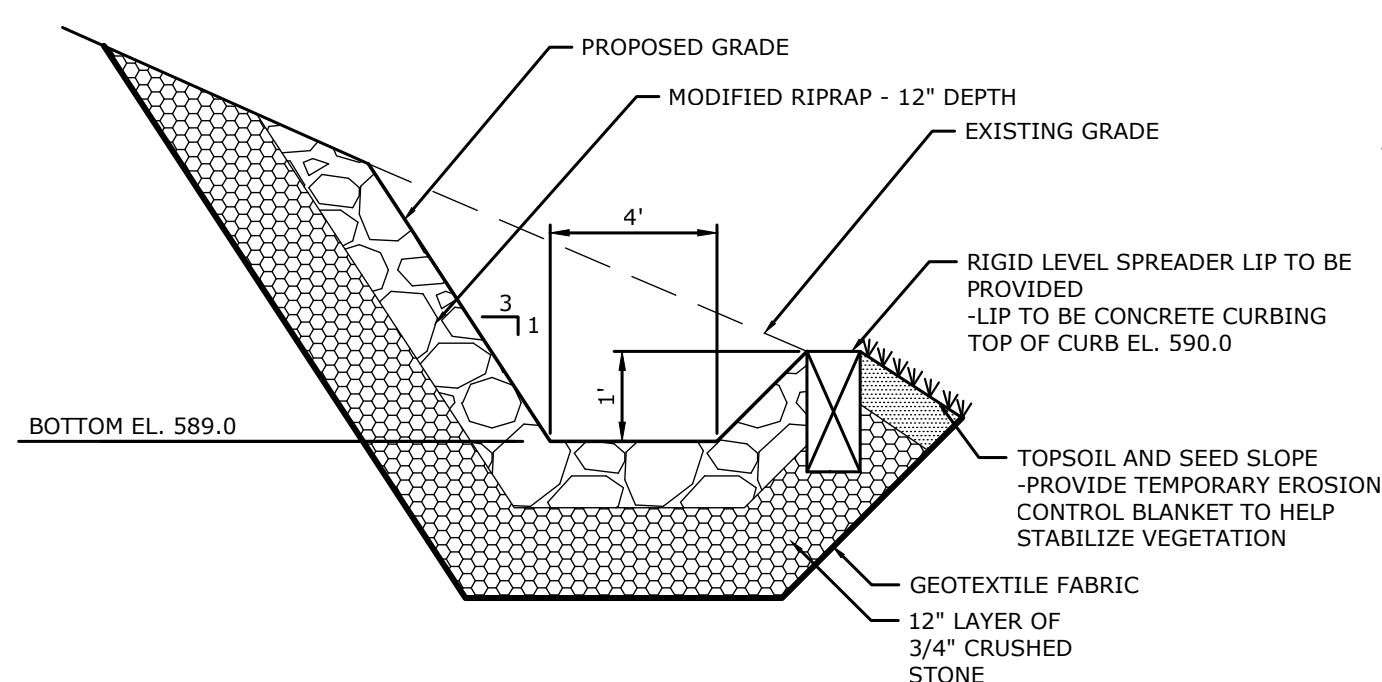
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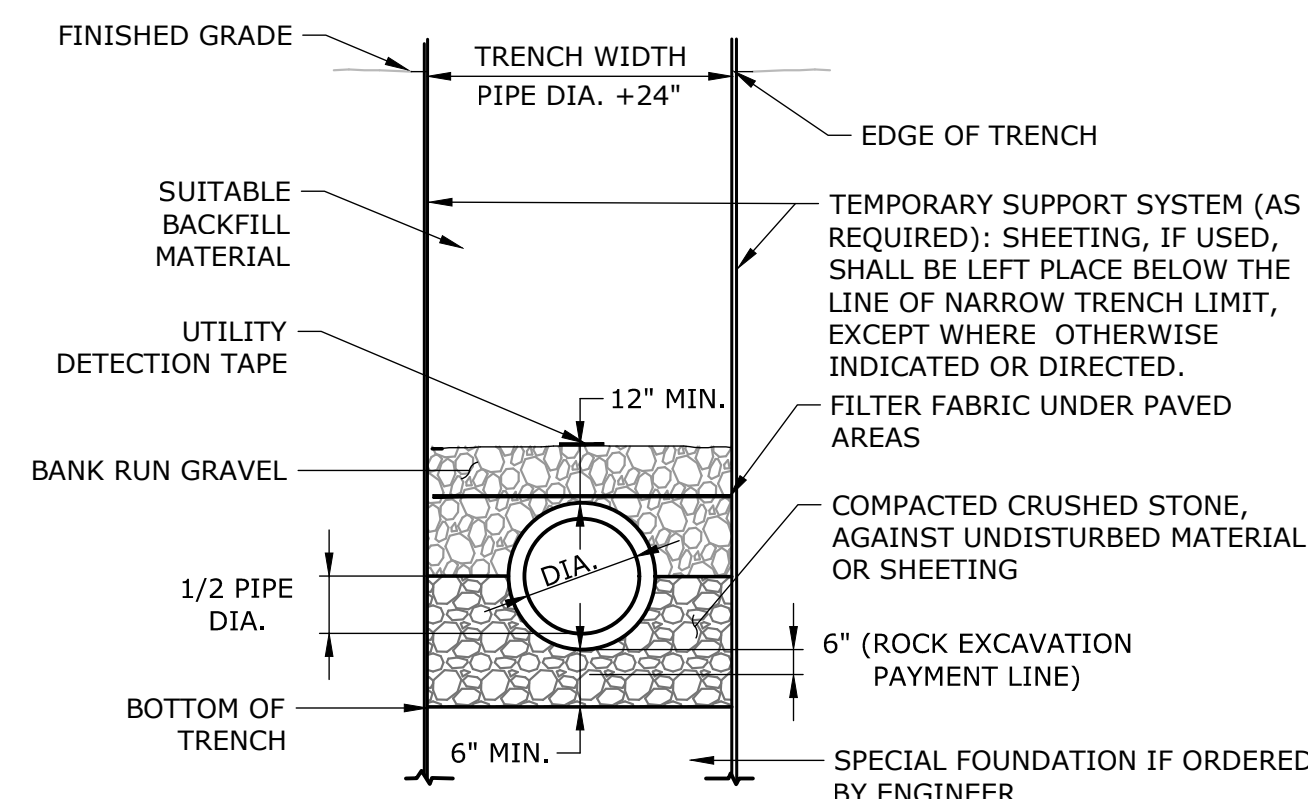


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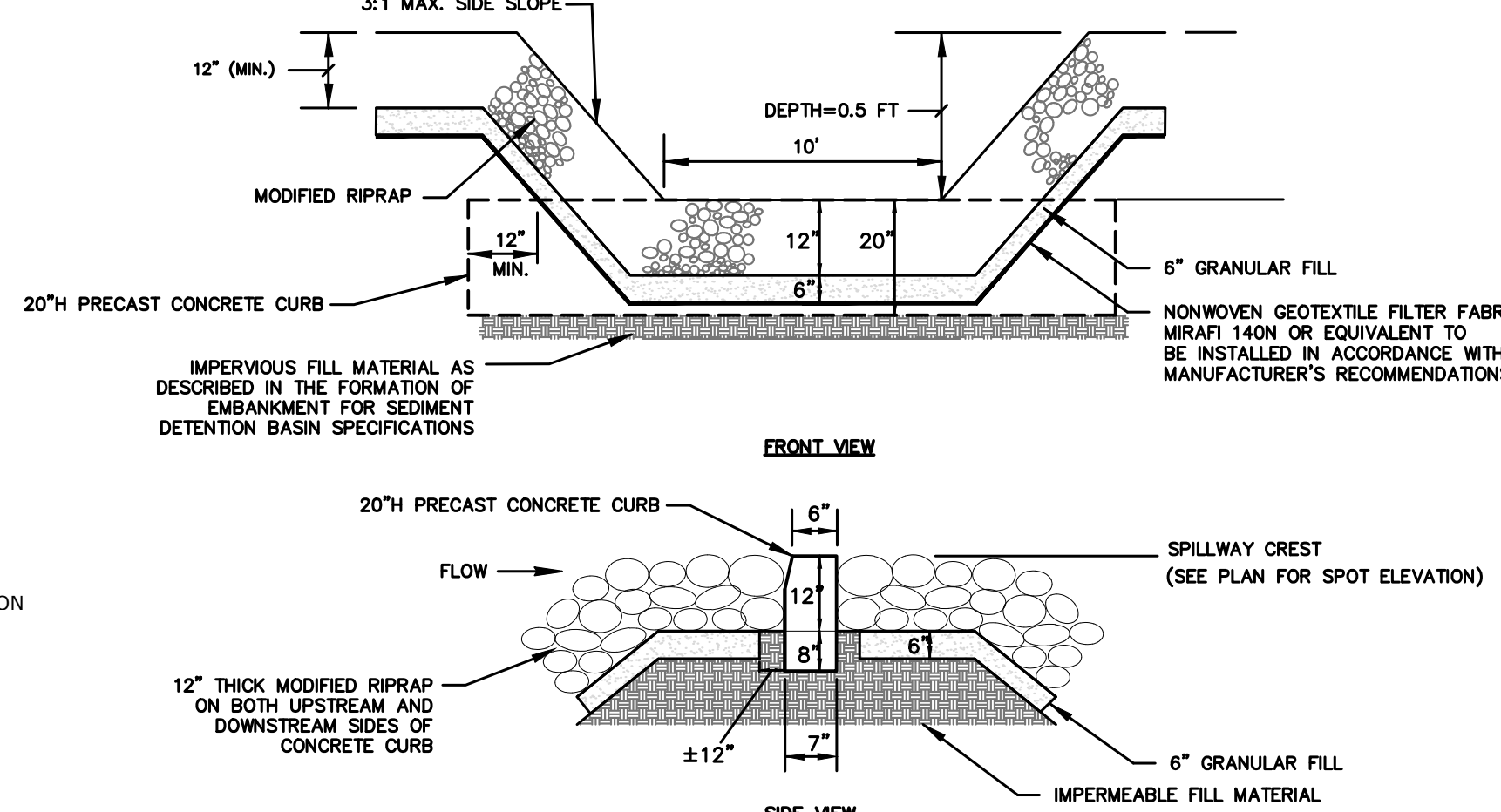


1. BEFORE THE DEVELOPMENT SITE IS GRADED, THE AREA OF THE RAIN GARDENS SHOULD BE ROPED OFF AND FLAGGED TO PREVENT SOIL COMPACTION BY HEAVY EQUIPMENT.
2. SMEARING OF SOIL AT THE INTERFACE OF THE BASIN OR TRENCH FLOOR AND SIDES SHOULD BE AVOIDED.
3. THE FLOOR OF THE RAIN GARDENS SHOULD BE RAKED OR DEEP TILLED AFTER FINAL GRADING TO RESTORE INFILTRATION RATES.
4. APPROPRIATE EROSION AND SEDIMENT CONTROLS SHOULD BE UTILIZED DURING CONSTRUCTION, AS WELL AS IMMEDIATELY FOLLOWING CONSTRUCTION, TO STABILIZE THE SOILS IN AND AROUND THE RAIN GARDEN.
5. DO NOT PLACE THE BIORETENTION SYSTEM INTO SERVICE UNTIL THE BMP HAS BEEN PLANTED AND ITS CONTRIBUTING AREAS HAVE BEEN FULLY STABILIZED
6. DO NOT DISCHARGE SEDIMENT-LADEN WATERS FROM CONSTRUCTION ACTIVITIES (RUN-OFF WATER FROM EXCAVATION) TO THE BIORETENTION AREA DURING ANY STAGE OF CONSTRUCTION
7. DO NOT TRAFFIC EXPOSED SOIL SURFACE WITH CONSTRUCTION EQUIPMENT. IF FEASIBLE PERFORM EXCAVATIONS WITH EQUIPMENT POSITIONED OUTSIDE THE LIMITS OF THE INFILTRATION COMPONENTS OF THE SYSTEM.
8. LIGHT EARTH-MOVING EQUIPMENT (BACKHOES OR WHEEL AND LADDER TYPE TRENCHES) SHOULD BE USED TO EXCAVATE RAIN GARDENS. HEAVY EQUIPMENT CAN CAUSE SOIL COMPACTION AND REDUCE INFILTRATION CAPACITY. COMPACTION OF THE INFILTRATION AREA AND SURROUNDING SOILS DURING CONSTRUCTION SHOULD BE AVOIDED.

NOT TO SCALE



NOT TO SCALE



**NOT TO SCALE**











# **REQUEST FOR PROPOSAL No. 7750**

## **REMOVAL AND REPLACEMENT OF PLAYSCAPE AT CARRINGTON ELEMENTARY SCHOOL**

### **WATERBURY, CONNECTICUT**



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# **ATTACHMENT A**

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City** 2

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

**A. Contracts**

**No Contracts with the City**

☐

PO No. 193137 Construction Services ITB #6847

(Service or Commodity Covered by Contract)

\$ 5,659,398.80

(Term of Contract)

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PO No. 201873 Sewer Utility Services Berkley Street RFP#7047

(Service or Commodity Covered by Contract)

\$ 29,000.00

(Term of Contract)

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PO No. 201875 Sewer Utility Services N. Main Street RFP #7047

(Service or Commodity Covered by Contract)

\$ 62,000.00

(Term of Contract)

PO No. 201874 Sewer Utility Services S. Main Street RFP #7047

\$ 38,500.00

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

PO No. 186730 Testing & Inspection RFP #6799

(Service or Commodity Covered by Purchase Order)

\$ 1,713,000.00

(Date of Purchase Order)

PO No. 202045 Library Park Parking Lot Improvements

(Service or Commodity Covered by Purchase Order)

\$ 1,419,493.00

(Date of Purchase Order)

PO No. 207227 John G. Gilmartin Safe Routes to School

(Service or Commodity Covered by Purchase Order)

\$ 24,382.22

(Date of Purchase Order)

PO No. 205682 & 205683 Mill Street Park

\$ 2,863,370.00 & \$3,002,630.00

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

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

☒

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

---

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



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

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

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

I have read and agree to the above certification.

Dayton Construction Company, Inc.  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

August 24, 2023  
Date

Matthew C. Dayton, President  
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☒

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

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

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

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

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

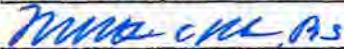
Full Legal Name and address of Recipient, Vendor, or Contractor:

Dayton Construction Company, Inc.  
146 Bunker Hill Road  
Watertown, Connecticut 06795

Print Name and Title of Authorized Representative:

Matthew C. Dayton, President

Signature of Authorized Representative:



Date: August 24, 2023



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

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

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

State of Connecticut

SS.: Watertown

County of Litchfield

Matthew C. Dayton, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** President of Dayton Construction Company, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Sandra Saki	Secretary/Treasurer	KREW Associates, LLC 146 Bunker Hill Road, LLC		10/16/1957
2 Matthew C. Dayton Ryan M. Dayton	President Vice President	10 DBD, LLC Georgetown Heights, LLC CDF, LLC LAS 3, LLC		04/26/1981 08/23/1982
3 Edward M. Saki III Colleen S. Carroll	Vice President Vice President	GEN2, LLC		01/23/1983 08/03/1987
4 Scott A. Dayton	Vice President			08/01/1989

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Dayton Construction Company, Inc.		Contract: Prospect Street Parking Facility		
2 Dayton Construction Company, Inc.		Contract: Waterbury Naugatuck Greenway Phase I		
3 Dayton Construction Company, Inc.		Contract: Mill Street Park		
4				

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

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1 Lynn C. Dayton	Shareholder	07/28/1954	26.7544%
2 Alan P. Dayton	Shareholder	07/28/1955	20.1754%
3 Sandra Sakl	Secretary/Treasurer	10/16/1957	26.7544%
4 Ryan, Edward, Colleen	& Scott, Vice Presidents	Please See Above	19.7370%
Matthew	President	Please See Above	6.5790%

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

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 Dayton Construction Company, Inc.			1031 West Main Street	
2				
3				
4				

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

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

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

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business

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

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

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

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

**For Corporation**

Colleen S. Carroll  
Witness Colleen S. Carroll, Vice President

Dayton Construction Company, Inc.  
Name of Corporate Signatory

146 Bunker Hill Road, Watertown, Connecticut 06795  
Address of Business

Affix  
Corporate  
Seal

By: Matthew C. Dayton  
Name of Authorized Corporate Officer  
Matthew C. Dayton

Its: President  
Title



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

State of Connecticut )

) SS Watertown

County of Litchfield )

Matthew C. Dayton being duly sworn,  
deposes and says that he/she is President Dayton Construction  
of Company, Inc. and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 24th day of August 2023.

John E. Goodson  
John E. Goodson (Notary Public)

My Commission Expires: 31 March 2024



### CORPORATE RESOLUTION

I, Sandra Sakl, hereby certify that I am the duly elected  
and acting ~~Secretary~~ <sup>Secretary/Treasurer</sup> of Dayton Construction Company, Inc., a corporation  
organized and existing under the laws of the State of Connecticut,  
do hereby certify that the following facts are true and were taken from the records  
of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on  
the 17th day of March, 2022.

"It is hereby resolved that Matthew C. Dayton, President is authorized to make,  
execute and approve, on behalf of this corporation, any and all contracts or  
amendments thereof".

And I do further certify that the above resolution has not been in any way altered,  
amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of  
said Dayton Construction Company, Inc. corporation this \_\_\_\_\_ day of  
\_\_\_\_\_, 202\_\_.

~~XXXXXX~~ Sandra Sakl, Secretary/Treasurer

## **LIMITED LIABILITY COMPANY RESOLUTION**

I, \_\_\_\_\_, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of \_\_\_\_\_, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said \_\_\_\_\_, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Manager/Member

## **ATTACHMENT C**

## ATTACHMENT C

**KEVIN MC CAFFERY**  
**DIRECTOR OF PURCHASING**  
**235 GRAND STREET, ROOM 103**  
**WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.


The undersigned acknowledges receipt of addenda numbered: (insert date)

1	<u>One (1) Dated August 17, 2023</u>	4	<u></u>
2	<u></u>	5	<u></u>
3	<u></u>	6	<u></u>

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-0744098  
Social Security Number  
or Federal Identification Number

  
\_\_\_\_\_  
Signature of Individual or Corporate Name  
  
Matthew C. Dayton, President  
\_\_\_\_\_  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Dayton Construction Company, Inc.  
By: \_\_\_\_\_  
(Title) Matthew C. Dayton, President  
Business Address: 146 Bunker Hill Road, Watertown, Connecticut 06795  
(City, State, Zip Code)  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: 860 274 2998  
Email: dcci@dayton-construction.com or matt@dayton-construction.com  
Date: August 24, 2023

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

## **ATTACHMENT D**

## ATTACHMENT D

### INSURANCE REQUIREMENT

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverages altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

**General Liability:**                    \$1,000,000 each Occurrence  
    \$2,000,000 General Aggregate  
    \$2,000,000 Products/ Completed Operations Aggregate

**Auto Liability:**                    \$1,000,000 Combined Single Limit each Accident  
    Any Auto, All Owned and Hired Autos

**Workers Compensation:**      WC Statutory Limits  
    Employer Liability (EL)  
    \$1,000,000 EL each Accident  
    \$1,000,000 EL Disease each Employee  
    \$1,000,000 EL Disease Policy Limits

**Excess/ Umbrella Liability:** \$3,000,000 each Occurrence  
    \$3,000,000 Aggregate

**Builder's Risk/Installation Floater Insurance:** Coverage equaling the completed value of the project

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

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

**Wording for Additional Insured Endorsement and Waiver of Subrogation:**

The City of Waterbury, its Board of Education and KBE Building Corporation (all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employee) is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2023

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Roberts Agency, Inc. 31 Tunxis Avenue Bloomfield, CT 06002	<b>CONTACT NAME:</b> Kimber N. Delbone <b>PHONE (A/C, No, Ext):</b> (860) 242-7726 213 <b>FAX (A/C, No):</b> (860) 242-5505 <b>E-MAIL ADDRESS:</b> delbonek@robertsins.com														
<b>INSURED</b> Dayton Construction Company, Inc. 146 Bunker Hill Road Watertown, CT 06795	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: THE PHOENIX INSURANCE COMPANY</td><td>25623</td></tr><tr><td>INSURER B: THE CHARTER OAK FIRE INSURANCE COMPANY</td><td>25615</td></tr><tr><td>INSURER C: TRAVELERS PROP CASUALTY CO OF AMERICA</td><td>25674</td></tr><tr><td>INSURER D: FARMINGTON CASUALTY COMPANY</td><td>41483</td></tr><tr><td>INSURER E: Westchester Surplus Lines Insurance Co</td><td>10172</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: THE PHOENIX INSURANCE COMPANY	25623	INSURER B: THE CHARTER OAK FIRE INSURANCE COMPANY	25615	INSURER C: TRAVELERS PROP CASUALTY CO OF AMERICA	25674	INSURER D: FARMINGTON CASUALTY COMPANY	41483	INSURER E: Westchester Surplus Lines Insurance Co	10172	INSURER F:	
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INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** CL229708807**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	Y	DT-CO-4876802A-PHX-22	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	810-48726838-22-26-G	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y	CUP-48772671-22-26	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-48769494-22-26-G	9/30/2022	9/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pollution Liability			G71662238 001	9/30/2022	9/30/2023	Each Pollution Condition Limit \$5,000,000 Aggregate \$5,000,000

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

Request for Proposal No. 7750 - Removal and Replacement of Playscape at Carrington Elementary School, Waterbury, CT. Subject to policy provisions, The City of Waterbury, its Board of Education and KBE Building Corporation, (all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees) are named as additional insureds with respects to general liability, auto and umbrella liability policies as required by the written contract. Insurance is primary and non-contributory for the additional insureds as required by written contract; a waiver of subrogation in favor of the additional insureds applies with

**CERTIFICATE HOLDER****CANCELLATION**

City of Waterbury, Board of Education 235 Grand Street Waterbury, CT 06702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE J Semple/KIMBER <i>J Semple</i>
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## COMMENTS/REMARKS

respect to general, auto and umbrella liability and workers compensation policies as required by written contract. 30 days notice of cancellation applies for certificate holder; per Connecticut State Statute 10 days notice applies for non-payment of premium.

# **ATTACHMENT E**

# ATTACHMENT E PRICING PROPOSAL

## Upgrades to Carrington Park Learning Project

**RFP#7750**

1. Carrington Learning Park (Excluding Pre-Fabricated Restroom – see Item 2)	\$ 1,475,890.00
2. Pre-Fabricated Restroom	\$ 250,000.00
GRAND TOTAL	\$ 1,725,890.00
Add Alternate: Irrigation	\$ 25,000.00

Estimated Lead Time for Major Equipment: (how many weeks)

Playground Equipment: 26+ Weeks

Precast Restroom: 16 Weeks

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In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount as determined by the City shall govern in determining the TOTAL PROPOSAL PRICE.

The undersigned also agrees that the quantities indicated are for Proposal 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 Proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-0744098

\_\_\_\_\_  
Social Security Number or Federal Identification  
Number

Dayton Construction Company, Inc.  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of Individual or Corporate Name

Matthew C. Dayton, President  
\_\_\_\_\_  
Corporate Officer (if applicable)

**PROPOSER INFORMATION**

**FIRM NAME:** Dayton Construction Company, Inc.

**PERMANENT MAIN OFFICE ADDRESS:** 146 Bunker Hill Road, Watertown, CT 06795

**DATE FIRM ORGANIZED:** October 1959

**LEGAL FORM OF OWNERSHIP:** Incorporated 1959

**YEARS ENGAGED IN SERVICES UNDER PRESENT NAME:** 63 Years

**PRINCIPAL MEMBERS:**

Matthew C. Dayton, President, Foreman/Assistant Estimator

Sandra Sakl, Secretary/Treasurer

Ryan M. Dayton, Vice President, Concrete Foreman

Edward M. Sakl III, Vice President, Project Manager

Colleen S. Carroll, Vice President, Project Coordinator

Scott A. Dayton, Vice President, Road Foreman

Alan P. Dayton, Shareholder

Lynn C. Dayton, Shareholder

Please refer to the enclosed resumes.

Founded and incorporated in 1959, Dayton Construction Company, Inc. (D.C.C.I.) is a family owned and operated construction firm specializing in the construction of roads and bridges.

# MATTHEW C. DAYTON

Dayton Construction Company, Inc.  
146 Bunker Hill Road  
Watertown, CT 06795  
(203) 597-7471  
Matt@dayton-construction.com

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<b>Work Experience:</b>	<b>Dayton Construction Company, Inc.</b> <i>Superintendent / Estimator</i>	<b>2003 – Present</b>
	<ul style="list-style-type: none"><li>• Manage roadway reconstruction / bridge projects from start to finish. Proven track record of providing a safe and quality product completed on time.</li><li>• Experienced laborer, working foreman, and operator</li><li>• Completed projects include roadway reconstruction, parking lots, box culverts, pre-stressed decks, dam rehabilitation, utility improvements, pedestrian improvements, accelerated bridge, and wetland restoration</li><li>• Project Scheduling</li><li>• Responsible for company resource allocation</li><li>• Responsible for company bituminous paving projects</li></ul>	
<b>Education:</b>	<b>Babson College, Babson Park, MA</b> <i>Bachelor of Science in Business Administration</i>	<b>08/1999 – 05/2003</b>
<b>Certifications &amp; Licenses:</b>	Supervisory Training Program (AGC/CCSU) Project Management in Primavera 6 Connecticut P6/P7 plumbing license CPR and First Aid Hazwoper OSHA 10 CDL Class A	

## PROJECT EXPERIENCE

- CTDOT 15-0335 Bridgeport: Safety Improvements on Route 127 (\$5,316,700)
- Town of Watertown, Reconstruction of Sylvan Lake Road (\$2,525,278)
- Town of Trumbull, Reconstruction of Moose Hill Road. (3,609,395)
- Town of Southbury: State project 130-165, Replacement of Bridge No. 05032 Spruce Brook Rd over Transylvania Brook. (\$1,807,314)
- CTDOT 34-309 Danbury. Intersection Improvements on SR 806 at Old Shelter Rock Road (\$1,549,521)
- CTDOT 0096-0197, Newtown Route 302 Bridge (\$1,923,757)
- Town of East Windsor. Broad Brook Pond Dam (\$584,675)
- City of Waterbury. Improvements of Freight St. (\$4,761,951)



## **MATTHEW C. DAYTON**

Dayton Construction Company, Inc.  
146 Bunker Hill Road  
Watertown, CT 06795  
(203) 597-7471  
Matt@dayton-construction.com

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### *PROJECT EXPERIENCE (CONTINUED)*

- Town of New Milford, State Project 95-245, Rehabilitation of Bridge 05655 Aspetuck Ridge Road over West Aspetuck River (\$1,615,770)
- CTDOT 106-121 Orange. Replacement of Bridge No. 02637, Route 114 over Race Brook (\$1,440,987)
- City of Danbury. Project No. 04-042, Rehabilitation of Bridge 04125 Crosby St. over Padanaram Brook (\$1,515,900)
- CTDOT 310-065 Old Saybrook. Railroad Station Parking Lot Expansion (\$2,423,247)

### *PROJECT REFERENCES*

- Roy Cavanaugh, PE City of Waterbury, Engineer. 203-574-6851
- Sal Porzio, City of Waterbury, Project Engineer. 203-574-6851
- Keegan Elder, PE. WMC Engineers. 860-667-9624
- Andrew Millivitsch, Project Engineer. CTDOT 860-823-3258
- Bart Clark, PE. Project Administrator, Town of Winchester 860-379-4070
- Leonard Norton, P.E. DOPW/Town Engineer. East Windsor. 860-292-7073
- Paul Bunevich, PE. Town Engineer. Town of Watertown. 860-645-5240
- Tony Ciriello, PE. Infrastructure Sector Leader, SLR. 203-271-1773
- Edward Scoville, PE. Resident Engineer, SLR. 203-271-1773
- Gary Giroux, PE. Cardinal Engineering, Senior Project Manager. 203-238-1969
- William Maurer, PE. Town Engineer, Town of Trumbull. 203-452-5050

## RYAN M. DAYTON

Dayton Construction Company, Inc.  
146 Bunker Hill Road  
Watertown, CT 06795  
(203) 509-9341  
ryan@dayton-construction.com

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<b>Work Experience:</b>	<b>Dayton Construction Company, Inc.</b> <i>Bridge Supervisor/Concrete Foreman</i> <ul style="list-style-type: none"><li>• Manage all components of concrete work to ensure timely and cost effective completion of jobs</li><li>• Working foreman with extensive experience in bridge construction, bridge rehabilitation, structural concrete, steel reinforcement, formwork, steel sheet piling, culvert and precast installation, concrete flat work, granite curbing and masonry.</li><li>• Also experienced in caissons, micropiles, bridge rail installation, rigging, operation of trucks and equipment, earth excavation, water mains, drainage, sewer and general road construction.</li><li>• Assist in Project Scheduling</li><li>• See attached experience and references</li></ul>	<b>05/2009 – Present</b>
<b>Certifications &amp; Licenses:</b>	ACI Concrete Field Testing Technician – Grade I Connecticut P6 Plumbing License CDL – Class A Forklift Certification OSHA 10 Certification CPR & First Aid Certifications	
<b>References:</b>	See attached	

### PROJECT EXPERIENCE

*Complete Replacement/Rehabilitation of 34 bridges between 2010 – 2018 (most recent listed below)*

Town of Stratford – Widening of Tanners Brook	\$ 980,000.00
<i>Replacement of concrete spillway and retaining walls</i>	
Town of Glastonbury (State Project No. 53-188) – Replacement of Bridge No. 05608	\$ 1.75 Million
<i>Eastern Blvd over Salmon Brook</i> <i>Complete bridge replacement on drilled shafts, including cast in place concrete abutments, walls, and slabs, precast deck units, decorative simulated stone masonry, granite curbing, water main and drainage.</i>	
Town of Washington – Replacement of Bridge No. 1500-009 Spring Hill Road over Kirby Brook	\$ 292,000.00
<i>Installation of concrete box culverts, cast in place walls and decorative simulated stone masonry.</i>	
CTDOT 310-065 Old Saybrook – Railroad Station Parking Lot Expansion	\$ 2.50 Million
<i>Precast concrete ramp for pedestrian traffic and extensive concrete curbing and sidewalk</i>	
CTDOT 106-121 Orange – Replacement of Bridge No. 02637, Route 114 over Race Brook	\$ 1.50 Million
<i>Complete bridge replacement including dewatering of work area, cast in place concrete abutments, walls and parapets.</i>	
Town of New Milford (State Project No. 95-245) Rehabilitation of Bridge No. 05655	\$ 1.60 Million
<i>Aspetuck Ridge Road over West Aspetuck River</i> <i>Bridge deck replacement utilizing existing concrete abutments</i>	



## *PROJECT REFERENCES*

- Mr. John Casey Jr. P.E., Town Engineer, Town of Stratford, (203) 385-4013
- Mr. Kenneth Fagnoli, P.E, Assistant Director, GM2 Associates, (860) 659-1416
- Mr. Charles Hornak, P.E., Cardinal Engineering, (203) 238-1969
- Mr. Joe Taylor, CT DOT District II, (860) 961-6284
- Mr. Roger Thomas, CT DOT District III, (203) 389-3134
- Mr. Stuart Greacen, WMC Engineers, (860) 918-3582
- Mr. Robert O'Connor, WMC Engineers, (203) 417-0333
- Mr. John Urquidi, P.E. City of Bridgeport City Engineer, (203) 576-7211
- Mr. John Laudano, P.E., CT DOT (203) 501-6081
- Mr. Raymond Rogozinski, P.E., City of Bristol City Engineer, (860) 584-6113
- Mr. Tom Hughes, City of Danbury, (203) 312-6421
- Mr. Kurt Gabrielson, A. DiCesare Associates, (860) 490-1198
- Mr. Stephen Zappone, Project Engineer, CT DOT District IV, (203) 206-3637
- Mr. James Zaharevich, Project Engineer, CT DOT District IV, (203) 591-3568

## EDWARD M. SAKL III, P.E.

Dayton Construction Company, Inc.  
146 Bunker Hill Road  
Watertown, CT 06795  
(203) 206-8530  
ed@dayton-construction.com

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<b>Work Experience:</b>	<b>Dayton Construction Company, Inc.</b> <i>Project Manager</i> <ul style="list-style-type: none"><li>• Project Manager for jobs in construction. Prepare and review required project submittals, coordinate with various agencies, municipalities, subcontractors and suppliers.</li><li>• Assist in Bidding (quantity take-offs, review quotes, contact suppliers)</li><li>• Assist in Project Scheduling</li></ul>	<b>09/2017 – Present</b>
	<b>Close, Jensen and Miller, P.C., Wethersfield, CT</b> <i>Assistant State Bridge Program Manager/Project Engineer/Federal Local Bridge Program Manager</i> <ul style="list-style-type: none"><li>• Develop scopes, estimates, and constructability schemes for projects that require bridge rehabilitation or replacement.</li><li>• Troubleshoot design and construction questions/issues. Review design plans, specifications and construction cost estimates for CTDOT projects in design.</li><li>• Oversee projects from preliminary engineering through construction.</li><li>• Coordination with numerous agencies including Connecticut Department of Transportation, Connecticut Department of Environmental Protection, United States Army Corps of Engineers, Designers and utility companies.</li><li>• Produce Hydrologic, Hydraulic and Scour Reports.</li><li>• Manager of the Federal Local Bridge Program from 09/16-09/17</li></ul>	<b>12/2011 – 09/2017</b>
	<b>Dayton Construction Company, Inc.</b> <i>Project Engineer/Assistant Foreman/Project Scheduler</i> <ul style="list-style-type: none"><li>• Project Engineer for jobs in construction. Includes design of temporary structures.</li><li>• Assistant Foreman on jobs in construction. Oversaw and worked with construction crews on bridge replacement projects, roadway reconstruction projects and streetscape projects.</li><li>• Primavera (P6) Project scheduler.</li></ul>	<b>04/2011 – 12/2011</b>
	<b>Close, Jensen and Miller, P.C., Wethersfield, CT</b> <i>Project Engineer</i> <ul style="list-style-type: none"><li>• Project Engineer for 16 CTDOT bridge projects. Oversee projects from preliminary engineering through construction.</li><li>• Coordination with numerous agencies including Connecticut Department of Transportation (CTDOT), Connecticut Department of Environmental Protection, United States Army Corps of Engineers, Designers and utility companies.</li><li>• Produce Hydraulic and Scour Reports.</li></ul>	<b>05/2006 – 04/2011</b>
<b>Education:</b>	<b>University of Connecticut – Storrs, CT</b> <i>Bachelor of Science in Civil Engineering</i>	<b>08/2001 – 05/2006</b>
<b>Skills:</b>	Professional Engineer (P.E.) Licensed in the State of Connecticut Experience working in the construction and design field Excellent communication and team skills Well organized and proficient with details	
<b>References:</b>	Available upon request	

## COLLEEN S. CARROLL

Dayton Construction Company, Inc.  
146 Bunker Hill Road  
Watertown, CT 06795  
(203) 509-7448  
colleen@dayton-construction.com

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- Work Experience:** **Dayton Construction Company, Inc.** **09/2009 - Present**  
*Assistant Project Manager/Project Coordinator*
- Ensured project is performed in compliance with project specifications and contract documents
  - Scheduled and documented on-site project meetings with the State of Connecticut Department of Transportation, municipalities, and/or engineering firms
  - Prepared project cost reports for profit/loss assessment
  - Analyzed job costs by item for overall job cost analysis
  - Maintained Davis Bacon/Prevailing Wage records and Rental Rate Blue Book Equipment Rate records
  - Balanced employee benefits/health insurance deductions
  - Managed construction submittals (shop drawings, material and product data) and testing
  - Implemented paperless time keeping solution software and conducted employee training
  - Compiled EEO reports, certified payroll and affirmative action plan
  - Coordinated with subcontractors and suppliers to abide by project timelines
  - Assisted Head Estimator throughout bidding process
- Churchill Brothers, LLC, Sharon, CT** **11/2010 – 08/2012**  
*Office Manager*
- Coordinated subcontractor scheduling and project progress schedules
  - Corresponded with clients, subcontractors, and Town building officials
  - Assisted Accountant with budgeting and financial analyzing
- Education:** **West Texas A&M University, Canyon, TX** **06/2014 – 12/2015**  
*Master of Business Administration (Management)*  
Overall GPA: 3.6
- University of Connecticut, Storrs, CT** **12/2006 – 05/2009**  
*Bachelor of Science in Management (Entrepreneurship)*  
Overall GPA: 3.6
- Fairfield University, Fairfield, CT** **09/2005 – 12/2005**  
*Major: Management*
- Skills:** Exceptional computer knowledge for analyzing data in Excel  
Proficient with Word, Excel, Power Point, Adobe Acrobat and Sage 100 Contractor  
Well organized and prompt, energetic and creative  
Attentive to detail  
Committed, focused and driven
- References:** Available Upon Request

# SCOTT A. DAYTON

Dayton Construction Company, Inc.  
146 Bunker Hill Road  
Watertown, CT 06795  
(203) 228-6727  
scott@dayton-construction.com

<b>Work Experience:</b>	<b>Dayton Construction Company, Inc.</b> <i>Superintendent/Foreman/Head of Safety</i> <ul style="list-style-type: none"><li>• Manage all components of roadway/bridge work to ensure safe, timely and cost-effective completion of jobs</li><li>• Extensive experience in bridge construction, bridge rehabilitation, bridge removal, roadway construction, drainage, water main up to 42", sewer mains, pre-stressed decks, box culverts, sheeting/ piles and concrete form work,</li><li>• Experienced safety and environmental compliance, rigging, operation of trucks and heavy equipment, concrete flatwork, dam and wetlands projects.</li><li>• Project and crew scheduling</li><li>• See below list of project experience</li></ul>	<b>04/2013 – Present</b>
	<b>O&amp;G Industries, Torrington, CT</b> <i>Safety and Environmental Compliance Manager</i>	<b>02/2012 – 04/2013</b>
<b>Education:</b>	<b>Norwich University, Northfield, VT</b> <i>Master of Business Administration (Project Management)</i>	<b>03/2015 – 05/2017</b>
	<b>Massachusetts Maritime Academy, Buzzards Bay, MA</b> <i>Bachelor of Science in Marine Safety &amp; Environmental Protection</i>	<b>08/2008 – 06/2012</b>
<b>Certifications &amp; Licenses:</b>	Connecticut P6 / P7 Plumbing License CDL – Class A OSHA 10 & 40 Certifications CPR & First Aid Certifications Commonwealth of Massachusetts Wastewater Treatment Certified Operator Grade 3-M Transportation Workers Identification Credential (TWIC) Open Water and Advanced Open Water SCUBA Certifications Connecticut Certified Firefighter/ Haz-Mat Operations Forklift Certification	
<b>References:</b>	See attached	

## PROJECT EXPERIENCE

CTDOT 0040-0144 - Replacement of Bridge No. 06887 Route 151	\$ 2.2 Million
CTDOT 15-0335 - Bridgeport: Safety Improvements on Route 127	\$ 5.3 Million
City of Waterbury – East Main St Utility Improvements	\$ 3.5 Million
Town of Greenwich (State Project No. 56-300) – Replacement of Bridge No. 05489	\$ 2.5 Million
CTDOT 170-2876 Weston/Southbury – Replacement/Rehabilitation of Bridges	\$ 3.3 Million
City of Bridgeport (#9015-4194) – Rehabilitation of Bridge No. 04194	\$ 795,000.00
CTDOT 301-178 New Haven – Reconstruction of the East End Approach Tracks	\$ 580,000.00

### *PROJECT EXPERIENCE (CONTINUED)*

CTDOT 0200-0004 Guilford ED – Culvert Replacement I-95	\$ 2.00 Million
City of Bristol (#17-174) – Intersection Improvements at South, Union and Church Streets	\$ 1.60 Million
City of Bristol (#2C14-048) – Replacement of Frederick Street over Coppermine Brook	\$ 1.64 Million
Town of Watertown – West Road Bridge Replacement	\$ 340,000.00
Town of Glastonbury (State Project No. 53-188) – Replacement of Bridge No. 05608 Eastern Blvd over Salmon Brook	\$ 1.75 Million
CTDOT 73-186 Litchfield – Replacement of Bridge No. 02232 Route 220 over Unnamed Brook	\$ 700,000.00
Town of Southbury (Project No. 130-179) – Replacement of Bridge No. 06815 Route 172 over Unnamed Brook	\$ 760,000.00
City of Waterbury – Reconstruction of Pearl Lake Road	\$ 5.00 Million
Town of Wilton (State Project No. 161-139) – Rehabilitation of Bridge No. 04983 Bald Hill Road over East Branch of Silvermine River	\$ 500,000.00
CTDOT 153-118 Watertown – Improvements on Route 73	\$ 1.40 Million

### *PROJECT REFERENCES*

- Mr. John Murphy, Chief Inspector, CTDOT District IV, (203) 770-3809
- Mr. John Urquidi, P.E. City Engineer, City of Bridgeport. (203) 576-7211
- Mr. James Zaharevich, Project Engineer, CT DOT District IV, (203) 591-3568
- Mr. Paul Andruskiewicz, CTDOT District II, (860) 823-3272
- Mr. Raymond Rogozinski, P.E., City Engineer, City of Bristol, (860) 584-6113
- Mr. Roy Cavanaugh, PE, City of Waterbury, 203-574-6851
- Mr. Kenneth Fagnoli, P.E, Assistant Director, GM2 Associates, (860) 659-1416
- Mr. Vincent D'Aleo, Project Engineer, CTDOT District IV, (203) 591-3657
- Mr. Mark Sosnowski, Project Engineer, CTDOT District IV, (203) 591-3576
- Mr. Andrew Millivitsch, Project Engineer. CTDOT. 860-823-3258
- Mr. Lorin Pippin, GM2 Associates, (860) 659-1416
- Keegan elder, PE. WMC Engineers. 860-667-9621
- Gary Giroux, PE. Senior Project Manager Cardinal Engineering. 203-238-1969



## **EXPERIENCE, EXPERTISE AND CAPABILITIES**

**A. Philosophy Statement and Business Focus**

Dayton Construction Company, Inc. (D.C.C.I.) has evolved to maintain a workload as the construction industry has evolved over the last decade from sewer/water works, to flood control, to road and bridge work. Throughout this period of over 60 years, D.C.C.I. has upheld its core values of strong work ethics and quality of work. D.C.C.I. primarily performs contract work with various municipalities, the Department of Environmental and Energy Protection, and the Department of Transportation within the State of Connecticut. D.C.C.I. has also been the emergency, on-call contractor for the City of Waterbury Water Department, as well as JACOBS (City of Waterbury Water Pollution Control) and has responded promptly to several water and sewer issues over the past several years.

D.C.C.I. has maintained its workforce of about 35 employees, many who have been with the company for more than 25 years. D.C.C.I.'s drug-free, highly trained employees possess many certifications including 10-Hour OSHA, Lead & Silica Awareness, 40-Hour Hazwoper & 8-Hour Refresher, Basic Rigging & Hand Signals, Confined Space Entry, CPR, First Aid, Amtrak, Metro-North, Hoisting, and others. D.C.C.I. is also licensed with the State of Connecticut Department of Administrative Services as a Demolition Contractor.

D.C.C.I. will provide any additional information not provided herein as needed by the City of Waterbury to evaluate D.C.C.I.'s ability to perform contract work.

D.C.C.I. employs five (5) licensed plumbers and three (3) certified welders.

**B. Please see attached Exhibit "A" for listing of recent projects.**

**C. Personnel Listing**

Please see attached Exhibit "B" for listing of current employees.

**Named Certifications:**

**P7 Plumber**

1. Alan P. Dayton
2. Lynn C. Dayton
3. Matthew C. Dayton
4. Scott A. Dayton

Named Certifications (Continued):

P6 Plumber

1. Matthew C. Dayton
2. Ryan M. Dayton
3. Scott A. Dayton

Certified Welder

1. Jeffrey Rivard
2. Jeremiah Saunders
3. Mark Voluckas

- D. Conflict of Interest  
None



**Exhibit "A"**

1. Penalties imposed
2. Claims filed
3. Stop Notices imposed
4. Necessary time extension filed

**Projects Completed 2023**

Start Date	Approximate Finish Date	Project/Contract Description	Sub or Prime	Contract Amount	Group Numbers	Owner's Project Number	Location of Actual Work Performed, Town, State	Project Contact Information Full Name, Address & Phone	E-Mail Address	Actions
August 2022	TBD	Wilton Station Pedestrian Walkway	Prime	\$ 1,179,998.00		L161-0001	Wilton, CT	Town of Wilton 238 Danbury Road Wilton, CT 06897		1 No 2 No 3 No 4 No
Description of Work: Excavation of a flood bench along the banks of the Norwalk River, construction of bridge abutments and retaining walls, placement of a prefabricated pedestrian truss bridge, surfacing a portion of the walkway, and associated lighting and landscape improvements.										
Sept. 2022	June 2023	Replacement of Bridge 048012 Orlando Drive over Beemans Brook	Prime	\$ 1,105,000.00		N/A	Enfield, CT	Town of Enfield Public Works, Engineering Office		1 No 2 No 3 No 4 No
Description of Work: Installation of precast concrete three sided rigid frame, CIP concrete, handling water, paving, rail, turf establishment, pavement markings and temporary support of utilities.										
Sept. 2022	June 2023	Whiting Street Reconstruction	Prime	\$ 928,651.75		N/A	Winchester, CT	Mr. John Cabibbo, P.E. Assistant Town Engineer (860) 253-6366	jcabibbo@enfield.org	1 No 2 No 3 No 4 No
Description of Work: Street improvements including roadway reconstruction, paving, storm drainage, sidewalks, curbing and landscaping.										
June 2023	June 2023	Rehabilitation of Richards Road Ext. Culvert over Humaston Brook	Prime	\$ 211,055.00		N/A	Litchfield, CT	Town of Litchfield 101 Russell Street Litchfield, CT 06759		1 No 2 No 3 No 4 No
Description of Work: Cleaning and Grubbing, Handling Water, Precast Concrete Endwalls, Cementitious Lining, Installation of Rail.										
April 2023	June 2023	Replacement of Bridge No. 162004 West Wakefield Boulevard over Taylor Brook	Prime	\$ 619,315.00		N/A	Winchester, CT	Mr. Raz Alexe, P.E. Public Works Director & Town Engineer (860) 567-7575	ralaxe@townoflitchfield.org	1 No 2 No 3 No 4 No
Description of Work: Clearing and Grubbing, Handling Water, Asphalt Paving, Removal of Superstructure, CIP Abutments and Walls and Bridge Deck Concrete, Concrete Formliner, Installation of Precast Concrete Box Culvert, Rebar, Drainage, Rail, Chain Link Fence, Control and Removal of Invasive Vegetation and Pavement Markings										
								Town of Winchester 338 Main Street Winchester, CT 06098	bclark@townofwinchester.org	1 No 2 No 3 No 4 No

**DAYTON CONSTRUCTION COMPANY, INC.**  
**146 BUNKER HILL ROAD**  
**WATERTOWN, CONNECTICUT 06795**

1. Penalties imposed
2. Claims filed
3. Stop Notices imposed
4. Necessary time extension filed

**Projects Completed 2022**

Start Date	Approximate Finish Date	Project/Contract Description	Sub or Prime	Contract Amount	Group Numbers	Owner's Project Number	Location of Actual Work Performed, Town, State	Project Contact Information Full Name, Address & Phone	E-Mail Address	Actions
Jan. 2022	June 2022	Replacement of Bridge No. 055014 Hungary Road over Quarry Brook	Prime	\$ 764,147.00	1, 5, 6, 8A, 14, 23,	Town	Granby, CT	Town of Granby 52 North Granby Road Granby, CT 06035 Kirk A. Severance Director, DPW (860) 653-8960	Consulting Engineer: WMC Engineers <a href="mailto:kseverance@granby-ct.gov">kseverance@granby-ct.gov</a>	1 No 2 No 3 No 4 No
Description of Work: Replacement of existing culvert with precast concrete box culvert, CIP walls, roadway reconstruction, HMA, landscaping										
Jan. 2022	July 2022	Replacement of Calhoun Street Bridge over Unnamed Brook (Bridge No. 150-006)	Prime	\$ 505,440.00	1, 5, 6, 8A, 14	Town	Washington, CT	Town of Washington 2 Bryan Memorial Plaza Washington Depot, CT 06794 Mr. James L. Brinton First Selectman (860) 868-0423	Consulting Engineer: Cardinal Engineering Assoc., Inc. <a href="mailto:jbrinton@washingtonct.org">jbrinton@washingtonct.org</a>	1 No 2 No 3 No 4 No
Description of Work: Replacement of existing superstructure with precast concrete box culvert, CIP abutments and walls, cofferdam and dewatering, handling water, rail/fence asphalt paving and landscaping.										
July 2022	Nov. 2022	Replacement of Rabbit Hill Road Bridge over Bee Brook (Bridge No. 150-001)	Prime	\$ 595,635.00	1, 5, 6, 8A, 14	Town	Washington, CT	Town of Washington 2 Bryan Memorial Plaza Washington Depot, CT 06794 Mr. James L. Brinton First Selectman (860) 868-0423	Consulting Engineer: Cardinal Engineering Assoc., Inc. <a href="mailto:jbrinton@washingtonct.org">jbrinton@washingtonct.org</a>	1 No 2 No 3 No 4 No
Description of Work: Replacement of existing superstructure with precast concrete box culvert, CIP abutments and walls, cofferdam and dewatering, handling water, rail/fence asphalt paving and landscaping.										
April 2021	July 2022	Replacement of Bridge No. 04562 Spring Street over Quinipiack River	Prime	\$ 1,955,636.75	1, 2, 5, 6, 10, 23	0131-0206	Southington, CT	Town of Southington 75 Main Street Southington, CT 06489 Mr. James A. Grappone, P.E. Assitant Town Engineer (860) 276-6231	Consulting Engineer: AECOM <a href="mailto:grapponej@southington.org">grapponej@southington.org</a>	1 No 2 No 3 No 4 No
Description of Work: Full bridge replacement on driven piles, CIP deck, abutments and walls, drainage, sewer, full depth reconstruction, landscaping										
Dec. 2021	August 2022	Replacement of Bridge No. 05417 Route 109 over Nylbs Brook	Prime	\$ 1,228,671.50	1, 6, 8A, 19C, 19D	0086-0092	Morris, CT	CT DOT District IV Office 359 South Main Street Thomaston, CT 06787 Mr. Vincent D'Aleo, Project Engineer vincent.d'aleo@ct.gov		1 No 2 No 3 No 4 No
Description of Work: Installation of new precast concrete box culvert, clearing and grubbing, cofferdam and dewatering, handling water, asphalt paving, rail/fence, landscaping, and pavement markings.										
April 2022	Sept. 2022	Replacement of Bridge No. 06887 Route 151 over Shady Brook	Prime	\$ 2,164,322.50	1, 4, 5, 6, 8, 19D	0040-0144	East Haddam, CT	CT DOT District II Office 171 Salem Turnpike Norwich, CT 06360 Mr. Andrew Millovitsch Project Engineer andrew.millovitsch@ct.gov		1 No 2 No 3 No 4 No
Description of Work: Replacement of existing culvert with precast box culvert, installation of drainage, rebar, precast concrete cut-off walls, installation of RCP, temporary earth retaining system, cofferdam, handling water, landscaping, handling of controlled materials										



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**146 BUNKER HILL ROAD**  
**WATERTOWN, CONNECTICUT 06795**

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4. Necessary time extension filed

**Projects Completed 2022**

Start Date	Approximate Finish Date	Project/Contract Description	Sub or Prime	Contract Amount	Group Numbers	Owner's Project Number	Location of Actual Work Performed, Town, State	Project Contact Information Full Name, Address & Phone	E-Mail Address	Actions
Nov. 2021	Sept. 2022	Replacement of Main Street Bridge over Podunk River, Bridge No. 04174	Prime	\$ 1,875,516.00	1, 5C, 8A, 23	9132-4174	South Windsor	Town of South Windsor 1540 Sullivan Avenue South Windsor, CT 06074	Consulting Engineer: WMC Engineers	1 No 2 No 3 No 4 No
Description of Work: Replacement of existing superstructure with Prestressed Next 400 Beams, handling water, clearing and grubbing, CIP abutments, walls, parapets and bridge deck. Installation of steel piles, rebar, 8" DIP and 18" Steel Pipe Sleeve.										
March 2021	Dec. 2022	Prospect Street Parking Facility	Prime	\$ 1,713,000.00	1, 2, 3, 5B, 23	RFP #6799	Waterbury, CT	Waterbury Development Corp. 83 Bank Street Waterbury, CT 06702	jeffrey.doolittle@southwindsor-ct.gov	1 No 2 No 3 No 4 No
Description of Work: Parking lot construction, CIP retaining walls, drainage, full depth pavement, signage, landscaping										
July 2021	Dec. 2022	Waterbury Naugatuck River Greenway Phase I	Prime	\$ 5,659,398.80	1, 2, 5, 6, 7, 23	City/0151-0321	Waterbury, CT	City of Waterbury Department of Public Works 185 South Main Street Waterbury, CT 06706 Mr. Salvatore D. Porzio (203) 574-6851 ext. 7188	Consulting Engineer: SLR International Corp.  sporzio@waterburyct.org	1 No 2 No 3 No 4 No
Description of Work: Installation of pedestrian/bicycle facilities along Platts Mill Road from the City Limit to South Main Street and South Main Street from Platts Mill Road to Eagle Street, including milling, paving, minor drainage improvements, installation of signage and pavement markings, guide rail, installation of modular block retaining wall, pedestrian bridge, minor traffic signal improvements, and new park to include restroom facilities, picnic shelter, reading circle, performance area and parking lot										
Jan. 2022	Dec. 2022	Replacement of Bridge No. 04546 Tomlinson Ave. of Quinnipiac River Town Project No. 2022-08E	Prime	\$ 1,296,849.50	1, 2, 5C, 6, 8A, 19D, 23	0109-0165	Plainville, CT	Town of Plainville Plainville Municipal Center One Central Square Plainville, CT 06062 Mr. John Bossi, Town Engineer 860-793-0221 ext 7171	Consulting Engineer: AECOM  <a href="mailto:bossi@plainville-ct.gov">bossi@plainville-ct.gov</a>	1 No 2 No 3 No 4 No
Description of Work: Installation of new precast concrete box culvert, clearing and grubbing, handling water, milling and asphalt paving, drainage, CIP parapet, concrete curbing and sidewalks, landscaping, and temporary support of utilities.										
July 2022	Dec. 2022	Sue Grossman Still River Greenway Multi-Use Trail	Prime	\$1,354,547.25	1, 2, 5, 6, 7, 23	DEPPA0003060003	Winchester, CT	Town of Winchester 338 Main Street Winchester, CT 06098 Bart Clark, P.E. Project Administrator, Public Works (860) 379-4070	<a href="mailto:bclark@townofwinchester.org">bclark@townofwinchester.org</a>	1 No 2 No 3 No 4 No
Description of Work: Construction of 1,000 meters of a 3 meter wide bituminous concrete multi-use trail with gravel shoulders, two pedestrian bridges, grading, storm drainage, wetlands mitigation, and installation of fencing and signage.										
August 2022	Dec. 2022	Library Park Phase 2 Improvements	Prime	\$ 1,395,075.00		RFP #7252	Waterbury, CT	Waterbury Development Corp. 83 Bank Street Waterbury, CT 06702 Mr. Zachary Keith Project Manager (203) 346-2607 ext. 7287	keith@wdconline.org	1 No 2 No 3 No 4 No
Description of Work: Repairs and upgrades to parking lot located off Grand Street that serves the city hall, library, and park. Improvements to curbing, sidewalk and asphalt curbs and parking spaces. Designated accessible parking spaces, new LED lighting and security cameras will be added, along with improvements for pedestrian connections to adjacent amenities.										

**DAYTON CONSTRUCTION COMPANY, INC.**  
**146 BUNKER HILL ROAD**  
**WATERTOWN, CONNECTICUT 06795**

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4. Necessary time extension filed

**Projects Completed 2022**

Start Date	Approximate Finish Date	Project/Contract Description	Sub or Prime	Contract Amount	Group Numbers	Owner's Project Number	Location of Actual Work Performed, Town, State	Project Contact Information Full Name, Address & Phone	E-Mail Address	Actions
August 2022	Dec. 2022	Milbrook Owners Association West Brother Drive Bridge	Prime	\$ 1,055,837.00		N/A	Greenwich, CT	Milbrook Owner Association 61 Woodside Drive Greenwich, CT 06830 Jonathan Ives, PE Senior Project Manager (860) 852-5209	jives@tighebond.com	1 No 2 No 3 No 4 No
Description of Work: Replacement of current superstructure with CIP concrete, including rebar, structural steel. Paving, granite curbing, rail, concrete sidewalk and protection and support of existing utilities.										
April 2022	Dec. 2022	Rehabilitation of Bridge No. 00653 Route 10 over Hop Brook	Prime	\$ 3,084,641.00		0128-0153	Simsbury, CT	CT DOT District IV Office 359 South Main Street Thomaston, CT 06787 Craig Albert, Project Engineer	craig.albert@ct.gov	1 No 2 No 3 No 4 No
Description of Work: Replacement of existing superstructure with prestressed deck units, installation of bearing pads, rebar, drainage, asphalt paving, concrete repairs, landscaping										



1. Penalties imposed
2. Claims filed
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4. Necessary time extension filed

Projects Completed 2021

Start Date	Approximate Finish Date	Project/Contract Description	Sub or Prime	Contract Amount	Group Numbers	Owner's Project Number	Location of Actual Work Performed, Town, State	Project Contact Information Full Name, Address & Phone	E-Mail Address	Actions
Oct. 2020	Jan. 2021	Southington Reservoir No. 2 Gate Chamber Improvements	Prime	\$ 150,337.89	2, 4	Town	Wolcott, CT	Southington Water Department 605 West Queen Street Southington, CT 06489 Mr. Albert Fiorillo Asst. Superintendent (860) 628-5593	alfiorillo@southingtonwater.org	1 No 2 No 3 No 4 No
Description of Work: Reservoir gate chamber rehabilitation										
Jan. 2021	Feb. 2021	Washington Avenue Bridge Rehabilitation	Prime	\$ 150,000.00	1, 4, 19D	City	Waterbury, CT	City of Waterbury Department of Public Works One Jefferson Square Building 185 South Main Street Waterbury, CT 06706 Mr. Salvatore D. Porzio (203) 574-6851 ext. 7188	sporzio@waterburyct.org	1 No 2 No 3 No 4 No
Description of Work: Masonry repair, scour mitigation and protection										
Nov. 2019	April 2021	Rehabilitation of Bridge No. 01602 SSR 454 over Indian Hole Brook	Prime	\$ 3,027,909.40	1, 4, 5, 6 8, 19D	0126-0172	Shelton, CT	CT DOT District III Office 140 Pond Lily Avenue New Haven, CT 06515 Mr. Prashant Chandra Project Engineer (203) 389-3100	prashant.chandra@ct.gov	1 No 2 No 3 No 4 No
Description of Work: Bridge Rehabilitation including CIP parapets, moment slabs, relief slabs, weep drains, repoint and repair masonry, full depth reconstruction, landscaping										
June 2020	Sept. 2021	Replacement of Bridge No. 03681 East Liberty Street over Mad River	Prime	\$ 2,844,694.99	1, 2, 5, 6 9, 23	ITB #6324 9151-3681	Waterbury, CT	City of Waterbury Department of Public Works One Jefferson Square Building 185 South Main Street Waterbury, CT 06706 Mr. Salvatore D. Porzio (203) 574-6851 ext. 7188	sporzio@waterburyct.org	1 No 2 No 3 No 4 No
Description of Work: Full bridge reconstruction on steel piles, CIP abutments, walls, and deck, drainage, watermain relocation, sidewalks, curbing, full depth reconstruction, landscaping										

1. Penalties imposed
2. Claims filed
3. Stop Notices imposed
4. Necessary time extension filed

### Projects Completed 2021

Start Date	Approximate Finish Date	Project/Contract Description	Sub or Prime	Contract Amount	Group Numbers	Owner's Project Number	Location of Actual Work Performed, Town, State	Project Contact Information Full Name, Address & Phone	E-Mail Address	Actions
June 2020	April 2021	Replacement of Bridge No. 089012 West Road over Rippowam River	Prime	\$ 1,470,893.98	1, 5, 6, 8, 23	9089-0012	New Canaan, CT	Town of New Canaan 77 Main Street New Canaan, CT 06840 Mr. Joseph Zagarenski Senior Engineer (203) 594-3057	Consulting Engineer: WMC Engineers  Joe.Zagarenski@newcanaaact.gov	1 No 2 No 3 No 4 No
Description of Work: Full bridge replacement with 3-sided rigid frame, CIP footings and walls, full depth reconstruction, landscaping										
March 2021	Sept. 2021	Rehabilitation of Bridge No. 05169 Wood Creek Road over Weekeepemee River & Rehabilitation of Bridge No. 05956 Magnolia Hill Road over East Spring Brook	Prime	\$ 1,133,344.00	1, 2, 5, 6, 19A, 19B, 19C, 19D, 23,	0010-0089	Bethlehem, CT	Town of Bethlehem 36 Main Street South Bethlehem, CT 06751 Mr. Leonard Assard First Selectman (203) 266-7510	Consulting Engineer: SLR International Corp.  llassard@bethlehemct.org	1 No 2 No 3 No 4 No
Description of Work: Two (2) bridge rehabilitations, bridge painting, variable and full-depth patch work, CIP parapet and walls, drainage, full depth reconstruction, landscaping										
April 2020	Dec. 2021	Safety Improvements on Route 27 at Evers Street	Prime	\$ 4,513,125.70	1, 2, 5, 6, 14, 23	0015-0335	Bridgeport, CT	CT DOT District III Office 140 Pond Lily Avenue New Haven, CT 06515 Mr. Scott Adkins Project Engineer (203) 389-3138	scott.adkins@ct.gov	1 No 2 No 3 No 4 No
Description of Work: Full road reconstruction, drainage, watermain, sidewalks, curbing, signage, landscaping, full depth reconstruction										
April 2021	Sept. 2021	Rehabilitation of Bridge No. 06720 I-84 Westbound over Pole Bridge Brook	Prime	\$ 1,190,105.00	1, 8B, 23	0096-0205	Newtown, CT	CT DOT District IV Office 359 South Main Street Thomaston, CT 06787 Mr. Christopher J. Zukowski Project Engineer (203) 951-1219	Christopher.Zukowski@ct.gov	1 No 2 No 3 No 4 No
Description of Work: 84" culvert lining under I-84, landscaping										
April 2021	Dec. 2021	Replacement of Retaining Wall Along SR 807	Prime	\$ 762,726.50	1, 2, 5, 6, 7, 23 and 0140-0176 ED	0140-0175	Thomaston, CT	CT DOT District IV Office 359 South Main Street Thomaston, CT 06787 Kevin LaRose Project Engineer (203) 591-3578	Kevin.LaRose@ct.gov	1 No 2 No 3 No 4 No
Description of Work: 014-0175: Modular block wall installation, drainage, shoulder reconstruction, paving, landscaping. 0140-0176 ED: Slope Stabilization of Embankment Erosion Along Route 8 - Mile Point 39.4										



1. Penalties imposed
2. Claims filed
3. Stop Notices imposed
4. Necessary time extension filed

**Projects Completed 2021**

Start Date	Approximate Finish Date	Project/Contract Description	Sub or Prime	Contract Amount	Group Numbers	Owner's Project Number	Location of Actual Work Performed, Town, State	Project Contact Information Full Name, Address & Phone	E-Mail Address	Actions
April 2021	Nov. 2021	Replacement of Bridge No. 04119 Kelseytown Road over Menunketesuck River	Prime	\$ 1,904,005.00		0027-0125	Clinton, CT	Town of Clinton Department of Public Works 117 Nod Road Clinton, CT 06413 Todd Hajek Director	Consulting Engineer: GM2 Inc.  thajek@clintonct.net	1 No 2 No 3 No 4 No
Description of Work: Bridge replacement with drilled shafts, prestressed deck units, CIP deck, CIP walls, drainage, full depth reconstruction, landscaping										
March 2021	October 2021	Replacement of Bridge No. 06851 Route 44 over Olson's Brook	Prime	\$ 1,430,478.00	1, 2, 5, 7 8A, 23	0032-0149	Coventry, CT	CT DOT District I Office 1107 Cromwell Avenue Rocky Hill, CT 06067 Gregory Kozma Project Engineer (860) 258-4615	gregory.kozma@ct.gov	1 No 2 No 3 No 4 No
Description of Work: Bridge replacement with box culvert, CIP walls, 3 stage construction on Route 44, drainage, full depth reconstruction, landscaping										
Aug. 2021	Oct. 2021	Morris Transfer Station Improvements	Prime	\$ 369,480.00	3, 5B	Town	Morris, CT	Town of Morris 3 East Street Morris, CT 06763 Thomas Weik First Selectman (860) 567-7430	Consulting Engineer: WMC Engineers  1stselectman@townofmorrisct.com	1 No 2 No 3 No 4 No
Description of Work: Construction of modular retaining wall, HMA, concrete slabs										
June 2021	Dec. 2021	Replacement of Bridge No. 004-012 Cider Brook Road over Cider Brook	Prime	\$ 688,475.00	1, 2, 5, 6 10, 23	Town	Avon, CT	Town of Avon 60 West Main Street Avon, CT 06001-3743 Larry Bari, P.E., GISP Engineering (860) 409-4322	Consulting Engineer: Cardinal Engineering Assoc., Inc.  lbari@avonct.gov	1 No 2 No 3 No 4 No
Description of Work: Removal of existing superstructure and installation of precast three-sided rigid frame with CIP footings, abutments and walls, drainage and handling water.										

1. Penalties imposed
2. Claims filed
3. Stop Notices imposed
4. Necessary time extension filed

**Projects Completed 2020**

Start Date	Approximate Finish Date	Project/Contract Description	Sub or Prime	Contract Amount	Group Numbers	Owner's Project Number	Location of Actual Work Performed, Town, State	Project Contact Information Full Name, Address & Phone	E-Mail Address	Actions
Nov. 2018	April 2020	Reconstruction of Moose Hill Road	Prime	\$ 3,744,180.39	1, 2, 5, 6, 8A, 14, 23	LOT/CP No. L144-0001	Trumbull, CT	Town of Trumbull 5866 Main Street Trumbull, CT 06111	Consulting Engineer: Luchs Engineering	1 No 2 No 3 No 4 No
Description of Work: Full road reconstruction, drainage, watermain, box culvert, CIP walls, landscaping										
April 2019	April 2020	Replacement of Bridge No. 05184 Milton Road No. 2 over Marshpaug River	Prime	\$ 1,347,754.93	1, 2, 4, 5, 6, 8, 23	0073-0189	Litchfield, CT	Town of Litchfield 101 Russell Street Litchfield, CT 06759	Consulting Engineer: Cardinal Engineering Assoc., Inc.	1 No 2 No 3 No 4 Yes
Description of Work: Bridge replacement with CIP deck, abutments and walls, micropiles, repair existing masonry, drainage, full depth reconstruction, landscaping										
Sept. 2019	May 2020	John G. Gilmartin Elementary School Safe Routes to School (SRTS Project)	Prime	\$ 487,644.47	1, 3, 5, 14, 23	0151-0324	Waterbury, CT	City of Waterbury Engineering Bureau One Jefferson Square 185 South Main Street Waterbury, CT 06706	Consulting Engineer: Atane Consulting	1 No 2 No 3 No 4 No
Description of Work: Sidewalk and curb installation, driveway pavement, signage, landscaping										
Oct. 2019	May 2020	Pequonnock River Trail Crossings	Prime	\$ 101,284.24	1, 5, 14	RFP No. 6327	Trumbull, CT	Town of Trumbull 5866 Main Street Trumbull, CT 06111	William Maurer Town Engineer (203) 452-5042	1 No 2 No 3 No 4 No
Description of Work: Pedestrian crossing improvement, signage, electrical, trench pavement										
Nov. 2019	April 2020	South Central Regional Water Authority - Grand Avenue West Pipe Bridge Replacement	Prime	\$ 277,378.44	1, 2, 4, 8	SCORWA	New Haven, CT	South Central Connecticut Regional Water Authority 90 Sargent Drive New Haven, Connecticut 06511	Mr. Cody Savoy, P.E. Project Engineer (203) 401-2729	1 No 2 No 3 No 4 No
Description of Work: Replacement of utility bridge, abutment modifications, watermain replacement										
April 2019	June 2020	Installation & Relocation of Watermain Oneida Bridge	Prime	\$ 209,470.00	2	Aquarion 25037-618	Greenwich, CT	Aquarion Water Company 600 Lindley Street Bridgeport, CT 06606	csavoy@water.com	1 No 2 No 3 No 4 No
Description of Work: Remove and replacement of watermain over the bridge, in conjunction with Town of Greenwich Project No. 14-20 (Bridge No. 056-009)										
								Mr. Carlos J. Vizcarrondo (203) 337-5950	cvizcarrondo@aquarionwater.com	1 No 2 No 3 No 4 No



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### Projects Completed 2020

Start Date	Approximate Finish Date	Project/Contract Description	Sub or Prime	Contract Amount	Group Numbers	Owner's Project Number	Location of Actual Work Performed, Town, State	Project Contact Information Full Name, Address & Phone	E-Mail Address	Actions
Nov. 2019	Aug. 2020	WPCF Outfall Stabilization	Prime	\$ 127,682.60	1, 2, 12	Town	South Windsor, CT	Town of South Windsor WPCF 1 Vibert Road South Windsor, CT 06074 Jeff Lemay (860) 289-0185	Jeff.Lemay@southwindsor.org	1 No 2 No 3 No 4 No
Description of Work: Grouted rip rap and channel grading of the sewer outfall at the CT River										
March 2019	Aug. 2020	Replacement of Bridge #04450 Jones Hollow Road over Blackledge River	Prime	\$ 1,521,412.50	1, 5, 6, 9, 23	0078-0095	Marlborough, CT	Town of Marlborough 26 North Main Street P.O. Box 29 Marlborough, CT 06447 Mr. Peter Hughes Town Planner (860) 295-6202	Consulting Engineer: GM2 Inc.  planner@marlboroughct.net	1 No 2 No 3 No 4 No
Description of Work: Bridge replacement with drilled shafts, CIP deck, abutment and walls, full depth reconstruction, landscaping										
May 2019	Aug. 2020	Replacement of the Oneida Bridge over Smith Cove (Bridge No. 056-009)	Prime	\$ 1,858,691.92	1, 2, 5, 6, 8, 12, 23	0014-0020	Greenwich, CT	Town of Greenwich Department of Public Works 101 Field Point Road Greenwich, CT 06836 Ms. Gabriella M. Circo-Cohée, P.E. Senior Civil Engineer (203) 861-3151	Gabriella.Cohée@greenwichct.org	1 No 2 No 3 No 4 No
Description of Work: Bridge replacement on driven piles, precast voided slabs, precast abutments and CIP walls, drainage, full depth reconstruction, landscaping										
Sept. 2019	Dec. 2020	Reconstruction of Sylvan Lake Road	Prime	\$ 2,795,748.67	1, 2, 5, 6, 8A, 14, 23	L153-0001	Watertown, CT	Town of Watertown 424 Main Street Watertown, CT 06795 Mr. Paul Bunevich Town Engineer (860) 945-5240	Consulting Engineer: Weston & Sampson  bunevich@waterbwnct.org	1 No 2 No 3 No 4 No
Description of Work: Bridge replacement on driven piles, precast voided slabs, precast abutments and CIP walls, drainage, full depth reconstruction, landscaping										
Aug. 2020	Sept. 2020	South Water Street Culvert Rehabilitation	Prime	\$ 203,847.45	1, 8B, 23	Town	East Windsor, CT	Town of East Windsor 6 Woolam Road East Windsor, CT 06088 Mr. Leonard Norton Town Engineer (860) 292-7073	horton@eastwindsorct.com	1 No 2 No 3 No 4 No
Description of Work: Culvert lining, landscaping										
Sept. 2019	Dec. 2020	East Main Street Utility Improvements	Prime	\$ 3,478,606.64	1, 2, 5, 7	ITB #6390	Watertown, CT	Watertown Development Corp. 83 Bank Street Watertown, CT 06702 Mr. Zachary Keith (203) 346-2607 Ext. 7287	keith@wdconline.org Delay: Utility conflicts, redesign	1 No 2 No 3 Yes 4 No
Description of Work: Utility services replacement downtown Watertown, including water and sewer, plumbing upgrades to local businesses										

1. Penalties imposed
2. Claims filed
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### Projects Completed 2020

Start Date	Approximate Finish Date	Project/Contract Description	Sub or Prime	Contract Amount	Group Numbers	Owner's Project Number	Location of Actual Work Performed, Town, State	Project Contact Information Full Name, Address & Phone	E-Mail Address	Actions
April 2020	Dec. 2020	Rehabilitation of Bridge No. 06768 Route 57 Rehabilitation of Bridge No. 06778 Route 127	Prime	\$ 1,934,070.90	1, 2, 8B, 23	0173-503	Weston/Trumbull, CT	CT DOT District III Office 140 Pond Lily Avenue New Haven, CT 06515 Mr. Scott Adkins Project Engineer (203) 389-3138	Scott.Adkins@ct.gov	1 No 2 No 3 No 4 No
Description of Work: Culvert lining of two(2) separate bridges and installation of new pipe, CIP walls, full depth reconstruction, landscaping										
Feb. 2020	Dec. 2020	Replacement of Bridge No. 04942 Flax Mill Lane over Wepawaug River	Prime	\$ 1,550,033.00	1, 2, 5, 6, 10, 23	0083-0266	Milford, CT	City of Milford Engineering Bureau 70 West River Street Milford, CT 06460 Mr. Gregory H. Pidlusi, P.E., L.S., C.F.M., City Engineer (203) 783-3261	Consulting Engineer: SLR International Corp.  gpidluski@milfordct.gov	1 No 2 No 3 No 4 No
Description of Work: Bridge replacement on driven piles, prestressed deck units, CIP abutments, walls, drainage, full depth reconstruction, landscaping										
Sept. 2020	Dec. 2020	Rehabilitation of Station Road Bridge over Saugatuck River	Prime	\$ 400,031.40	1, 5, 6, 8C, 19B, 23	116-002	Redding, CT	Town of Redding 100 Hill Road, P.O. Box 1028 Redding, CT 06875 Ms. Julia Pemberton First Selectman (203) 938-2002	jpemberton@townofreddingct.org	1 No 2 No 3 No 4 No
Description of Work: Bridge deck replacement with a prefabricated timber bridge, abutment modifications, full depth reconstruction, landscaping										

**D.C.C.I. Employee Listing****Owners/Supervisors**

Lynn C. Dayton  
 Alan P. Dayton  
 Sandra Sakl  
 Matthew C. Dayton  
 Ryan M. Dayton  
 Edward M. Sakl III  
 Colleen S. Carroll  
 Scott A. Dayton

**Foremen**

Joshua Brown  
 Jeffrey Rivard  
 Matthew Sabia  
 Tanner Young

**Office**

Michael Auriana  
 John E. Goodson  
 Kate Nordland  
 Elizabeth Phongsat

**Drivers/Laborers/Operators**

Victor Alejandro  
 Scott Audia  
 Carl Behuniak  
 Richard Box  
 Hunter DeSocio  
 James Dubay  
 Michael Heckelman  
 Peter Kaminski  
 William Kase  
 William Korner  
 Kurtis Krizan  
 Dane Martino  
 Manuel Morocho  
 Kurt Saari  
 John Saunders  
 Chuck Swanson  
 Todd Wheeler

**Shop**

Jeremiah Saunders  
 Mark Voluckas

**Concrete Crew**

Michael Barre  
 Sam Cormier  
 Matthew Curtis  
 Felicity Harrington  
 Zachary Schmid

**Title/Job Classification**

Shareholder  
 Shareholder  
 Secretary/Treasurer  
 President, Foreman/Asst. Estimator  
 Vice President, Concrete Foreman  
 Vice President, Project Manager  
 Vice President, Project Coordinator  
 Vice President, Road Foreman

Road/Bridge Foreman  
 Road/Bridge Foreman  
 Road/Bridge Foreman  
 Road/Bridge Foreman

Assistant Project Manager  
 Administrative Assistant  
 Accounts Payable  
 Payroll

Truck Driver/Laborer/Operator  
 Truck Driver/Laborer/Operator  
 Equipment Operator  
 Truck Driver/Laborer  
 Equipment Operator/Laborer  
 Laborer  
 Truck Driver/Laborer  
 Truck Driver/Laborer  
 Laborer  
 Truck Driver/Laborer  
 Equipment Operator/Laborer  
 Laborer  
 Laborer  
 Equipment Operator/Laborer  
 Laborer  
 Truck Driver/Laborer/Operator  
 Truck Driver/Laborer

Head Mechanic  
 Assistant Mechanic

Laborer  
 Laborer  
 Laborer  
 Laborer  
 Equipment Operator/Laborer





**COST SCHEDULE**

Please refer to Attachment E for Pricing Sheet.





## **STATEMENT OF QUALIFICATIONS AND WORK PLAN**

**A. Qualifications**

D.C.C.I. will provide any additional information not provided herein as needed by the City of Waterbury to evaluate D.C.C.I.'s ability to perform contract work.

**B. Work Plan**

As per the outline generally described the proposed Scope of Work, which includes, but is not limited to:

1. Site security (perimeter/temporary chain link fence maintained until final acceptance).
2. Demolition of existing playground, picnic equipment, and basketball court.
3. Stripping and stockpiling topsoil for reuse, and removing excess material.
4. Removal of playground surface, bituminous concrete, and concrete.
5. Removal of catch basins, bituminous concrete, removal of crosswalk striping, removal and replacement of traffic signage in ROW.
6. Removal of invasive vegetation and dead trees, limbing/ pruning of existing trees to 10' height for clear views to all parts of the park.
7. Removal of chain link fencing and bollards
8. Earthwork, grading, and fine grading for surfaces
9. Utility installations such as: Storm drainage, Water, Sewer, and Electric and coordinating with utility companies and appropriate City departments
10. Installing conduit, pull strings, and connections for City Purchased IT equipment to be installed in future (by others)
11. Furnishing and installing playground and activity equipment
12. Furnishing and installing surfacing at playground
13. Furnishing and installing a premanufactured shade structure and premanufactured restroom facility
14. Furnishing and installing park amenities (benches, signage, flagpole, basketball appurtenances, timber overlook, court surfacing, fences and gates)
15. Retaining walls, ramps, steps, tactile warning strips, boulders, rip-rap, and handrails as needed
16. Furnishing and installing vegetation such as: seed to lawn, trees and shrubs, perennials, and no-mow seed mixes
17. Temporary irrigation to establish new vegetation
18. Bituminous concrete and traffic striping
19. Cast-in-place Concrete sidewalk, plazas, foundations, walls, and curbs
20. Stone dust trails (stabilized as well as typical)
21. Amending existing or importing topsoil and seeding to lawn
22. Removal of sedimentation controls and restoration of disturbed areas

C. Services Expected of the City

As discussed at the pre-bid meeting, The City of Waterbury Water Department would like to work side by side with the contractor as needed or as the project demands. It was made clear that D.C.C.I. can anticipate any range of assistance from The City; from laborers working hand-in-hand to supervision only. This is how previous emergency projects with The City have been performed and D.C.C.I. prefers that this working, flexible relationship continues.



**INFORMATION REGARDING: FAILURE TO COMPLETE  
WORK, DEFAULT AND LITIGATION**

- a. No.
- b. No.
- c. No.
- d. No.
- e. No.
- f. No.
- g. No.



**EXCEPTIONS AND ALTERNATIVES**

None.



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

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

Each bid submitted for a contract shall include an update statement in such form as the Commissioner of Administrative Services prescribes and, if required by the public agency soliciting such bid, a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The form for such update statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status as determined by the provisions of subdivision (6) of subsection (c) of 4a-100 of the Connecticut General Statutes, and such other relevant information as the Commissioner of Administrative Services prescribes. Any public agency that accepts a bid submitted without a copy of such prequalification certificate, if required by such public agency soliciting such bid, and an update statement, may become ineligible for the receipt of funds related to such bid, except the public agency soliciting such bids may allow bidders no more than two business days after the opening of bids to submit a copy of the prequalification certificate, if required by such public agency, and an update statement.

---

**PROJECT THAT COMPANY IS BIDDING ON**

---

PROJECT NAME	Playscape at Carrington Elementary School
PROJECT NUMBER	RFP No. 7750

---

**COMPANY INFORMATION**

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LEGAL BUSINESS NAME	Dayton Construction Company, Inc.		
DBA			
TAXPAYER ID	060744098		
BUSINESS ADDRESS	146 Bunker Hill Road		
BUSINESS CITY, STATE, ZIP	Watertown CT 06795		
PREQUALIFICATION CONTACT	Colleen S. Carroll, Vice President	860-274-2998 ext.	
	Sandra Sakl, Secretary/Treasurer	860-274-2998 ext.	

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**PREQUALIFICATION INFORMATION**

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EXPIRATION DATE	1/3/2024
SINGLE LIMIT	\$20,000,000.00
AGGREGATE WORK CAPACITY (AWC)	\$20,000,000.00
REMAINING AGGREGATE WORK CAPACITY *	\$3,229,885.82

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

---

**BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT**

---

Project Name	Project Owner	% Completed	Total Contract Amount	Work Remaining
0128-0153 Simsbury	CT DOT	99	\$3,118,336.00	\$31,183.36
0051-0275 Farmington	CT DOT	0	\$2,799,970.00	\$2,799,970.00

State of Connecticut  
Department of Administrative Services (DAS) Contractor Prequalification  
**Update Statement**

(Statement to be included with the bid)

L131-0003 Southington Marion Avenue Bridge	Town of Southington	0	\$1,188,000.00	\$1,188,000.00
L161-0001 Wilton Pedestrian Station Walkway	Town of Wilton	99	\$1,179,998.00	\$11,799.98
0055-0144 Granby Moosehorn Road Bridge	Town of Granby	90	\$1,926,784.00	\$192,678.40
RFP 7243 City of Waterbury Mill Street Park	Waterbury Development Corporation	99	\$5,866,000.00	\$58,660.00
Town of Enfield Orlando Drive Bridge	Town of Enfield	99	\$1,105,000.00	\$11,050.00
0051-0275 Farmington	CT DOT	95	\$2,856,155.00	\$142,807.75
Burton Road Rehabilitation	Town of Beacon Falls	60	\$2,495,885.85	\$998,354.34
L117-0001 Combined Use Trail	Town of Ridgefield	50	\$2,799,138.51	\$1,399,569.26
0162-0157 Case Avenue Bridge	Town of Winchester	40	\$2,199,298.00	\$1,319,578.80
0161-0142 Wilton	Town of Wilton	10	\$3,232,797.50	\$2,909,517.75
CT Route 44 Sidewalk Improvements	Town of Salisbury	5	\$588,650.00	\$559,217.50
9153-4409 Watertown	Town of Watertown	30	\$1,930,188.00	\$1,351,131.60
E2023-05 Baker Hollow Road Reconstruction	Town of Windsor	15	\$2,333,190.00	\$1,983,211.50
9029-0003 Colebrook	Town of Colebrook	5	\$971,641.00	\$923,058.95
Case Avenue Roadway & Drainage Improvements	Town of Winchester	10	\$989,250.00	\$890,325.00

**Total Amount of Work Remaining**

**\$16,770,114.19**

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

Project Name	Project Owner	Date Completed	Total Contract Amount
0126-0172 Shelton Rehabilitation of Bridge No. 01602 SSR 454 over Indian Hole Brook	CT DOT	8/23/2021	\$2,873,138.32
0015-0335 Bridgeport East Liberty Street Bridge	CT DOT	11/30/2021	\$5,205,555.12
New Canaan - West Road Bridge No. 089012	City of Waterbury	10/15/2021	\$2,752,239.17
0096-0205 Newtown Rehabilitation Bridge No. 06720	Town of New Canaan	7/16/2021	\$1,312,497.30
0140-0175 Thomaston Replacement Retaining Wall Along SR 807	CT DOT	8/5/2021	\$1,057,414.42
Rehabilitation Bridge Nos. 05169 Wood Creek Road & 05956 Magnolia Hill Road	CT DOT	9/30/2022	\$2,157,902.68
	Town of Bethlehem	8/31/2021	\$1,029,138.29



State of Connecticut  
Department of Administrative Services (DAS) Contractor Prequalification  
**Update Statement**

(Statement to be included with the bid)

0027-0125 Kelseytown Road Bridge	Town of Clinton	12/28/2021	\$1,839,670.31
0032-0149 Coventry	CT DOT	11/30/2021	\$1,403,766.47
0131-0206 Spring Street Bridge	Town of Southington	11/1/2022	\$1,798,299.41
Southington Reservoir No. 2 Gate Chamber Improvements (Wolcott)	Town of Southington Water Department	1/15/2021	\$150,337.89
Washington Avenue Bridge Rehabilitation	City of Waterbury	2/18/2021	\$150,000.00
Prospect Street Parking Facility	Waterbury Development Corp.	9/30/2022	\$1,396,757.65
Hungary Road Bridge	Town of Granby	7/26/2022	\$749,716.00
Cider Brook Road Bridge	Town of Avon	12/1/2021	\$628,825.65
Naugatuck Trail Phase I	City of Waterbury	12/31/2022	\$5,659,598.80
0040-0144 East Haddam	CT DOT	11/14/2022	\$2,457,268.92
Rabbit Hill Road Bridge	Town of Washington	9/30/2022	\$622,550.00
Calhoun Street Bridge	Town of Washington	9/30/2022	\$540,339.00
0109-0163 Tomlinson Avenue Bridge	Town of Plainville	12/21/2022	\$1,305,846.00
Main Street Bridge over Podunk River	Town of South Windsor	9/28/2022	\$1,809,198.00
0086-0092 Morris	CT DOT	4/27/2023	\$1,241,638.00
Winchester Sue Grossman Trail	Town of Winchester	12/20/2022	\$1,354,547.25
RFP 7252 City of Waterbury Library Park Phase 2	Waterbury Development Corporation	10/31/2022	\$1,395,075.00
Greenwich Milbrook Owners Association West Brother Drive Bridge	Milbrook Owner Association	11/30/2022	\$1,055,837.00
Winchester Whiting Street	Town of Winchester	6/16/2023	\$1,573,013.28
New Canaan Mill Road Bridge	Private Owners	12/27/2022	\$305,000.00
West Wakefield Boulevard Bridge	Town of Winchester	6/30/2023	\$612,447.64
Richards Road Extension Culvert	Town of Litchfield	6/30/2023	\$203,540.00

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

No Records Found For Supervisor

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

HAVE THERE BEEN ANY CHANGES? NO

IF YES, EXPLAIN

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

The DAS' Contractor Prequalification Program can be reached at [DAS.Prequalification@ct.gov](mailto:DAS.Prequalification@ct.gov)

# State of Connecticut

Department of Administrative Services  
Construction Contractor Prequalification Program

This certifies

## *Dayton Construction Company, Inc.*

146 Bunker Hill Road, Watertown, CT 06795

As a

*Prequalification Construction Contractor*  
*January 4, 2023 through January 3, 2024*

### CONTACT INFORMATION

**Name:** Colleen S. Carroll, Vice

President

**Phone:** 860-274-2998

**Fax:** 860-274-6274

**Email:** dcc@dayton-construction.com

**Name:** Sandra Sakl,

Secretary/Treasurer

**Phone:** 860-274-2998

**Fax:** 860-274-6274

**Email:** dcc@dayton-construction.com

**Effective Date**  
1/4/2023

**Aggregate Work Capacity (AWC)**  
\$20,000,000.00

**Single Limit (SL)**  
\$20,000,000.00

**Classifications**  
CONCRETE, CONCRETE: PRECAST  
STRUCTURAL AND ARCHITECTURAL,  
MASONRY, SEWER AND WATER  
LINES, SITEWORK

**Classification Name**  
CONCRETE

**Description**

Installation, renovation, repair and maintenance of cast in place concrete structures including foundations and structural concrete components including such incidental or related work as is customarily performed by those in the concrete trade.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

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

CONCRETE: PRECAST STRUCTURAL AND ARCHITECTURAL	Design, factory manufacture and field install precast concrete structural and architectural components for total precast concrete building systems. The types of structures would include parking garages, multi-unit housing, stadiums, office buildings, commercial buildings, schools, nursing homes, bridges and other concrete precast products.
MASONRY	Installation, renovation, repair and maintenance of masonry units composed of concrete, stone, brick and the like, including such incidental or related work as is customarily performed by those in the masonry trade.
SEWER AND WATER LINES	The construction, rehabilitation and/or reconstruction of waterlines, sewer lines and ancillary works, including well drilling.
SITEWORK	Work customarily performed by this industry, including earthwork activities (excluding tunneling and mining, special foundations and load bearing elements); utility systems including installation of drainage systems; exterior improvements (excluding plantings) including horizontal paving work not requiring mortar; site preparation and site remediation.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

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

# State of Connecticut

Department of Administrative Services

Supplier Diversity Program

*This Certifies*

**Dayton Construction Company, Inc.**

**146 Bunker Hill Road Watertown CT 06795**

*As a*

*Small Business Enterprise*

*June 29, 2022 through June 29, 2024*

**Owner(s):** Alan P. Dayton; Lynn G. Dayton; Sandra Sakl

**Contact:** Colleen S. Carroll, Vice President

**Telephone:** (860) 274-2998 Ext:

**FAX:**

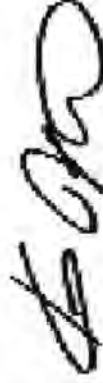
**E-Mail:** [decj@dayton-construction.com](mailto:decj@dayton-construction.com)

**Web Address:**

**\*\*Affiliate Companies:** 10 DRD LLC; 146 Bunker Hill Road, LLC; CDF, LLC; GEN2, LLC; Georgetown Heights, LLC; Krew Associates, LLC; LAS 3, LLC



*Supplier Diversity Director*



*Supplier Diversity Specialist*

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



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Dayton Construction Company, Inc.  
146 Bunker Hill Road  
Watertown, CT 06795

### SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company  
1100 Locust Street, Dept. 2006  
Des Moines, IA 50391-2006  
Mailing Address for Notices

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

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

### OWNER:

(Name, legal status and address)

City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

**BOND AMOUNT:** 10.00% Ten Percent of Amount Bid

### PROJECT:

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

Removal and Replacement of Playscape at Carrington Elementary School, Bid #7750

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

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

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

Signed and sealed this 24th day of August, 2023.

Colleen S. Carroll

(Witness)

Colleen S. Carroll, Vice President

Dayton Construction Company, Inc.

(Principal)

(Seal)

By: Matthew C. Dayton

(Title) Matthew C. Dayton, President

Nationwide Mutual Insurance Company

(Surety)

(Seal)

By: Aiza Anderson

(Title) Aiza Anderson, Attorney-in-Fact





## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

**Aiza Anderson**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

**Surety Bond Number:** Bid Bond  
**Principal:** Dayton Construction Company, Inc.  
**Obligee:** City of Waterbury

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary, provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

### ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024

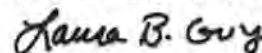


Notary Public  
My Commission Expires  
October 19, 2024

### CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 24th day of August, 2023



Assistant Secretary

**JPY 9.20.23**

**ATTACHMENT B**

**FINAL CONSTRUCTION CONTRACT** for Playground Upgrades  
at Carrington Elementary School RFP No. 7750

**JPY 9.20.23**

## **ATTACHMENT C**

Item  
#13a



## Human Capital Department Staffing Update

**Juan Mendoza**

Assistant Superintendent of Human Capital

**Carli Carpentieri**

Talent & Professional Development  
Supervisor



**Marissa Waters**

Talent & Professional Development  
Supervisor

October 5th, 2023



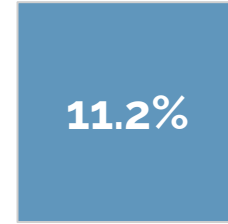
# WATERBURY PUBLIC SCHOOLS

2022-2023 School Year

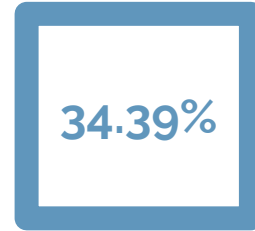
221 TOTAL HIRES

197 Teachers & 24 Administrators

Certified Educators of Color

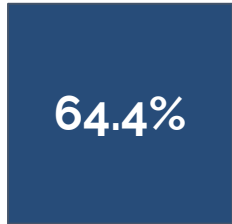


State Average



WPS Educators-76

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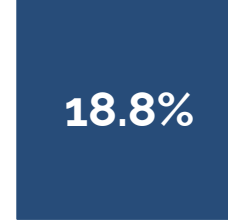
White -127



Asian -2



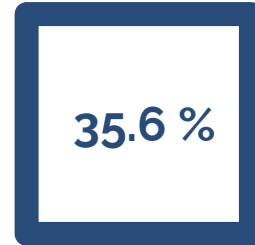
Black/  
African-American -20



Hispanic - 37

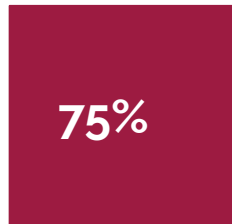


2 or More  
Races - 11

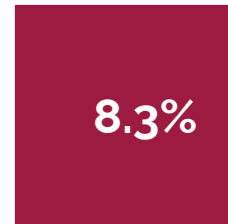


Total Teachers Of  
Color Hired -70

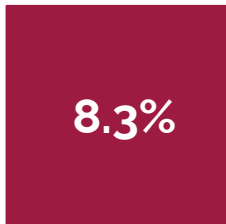
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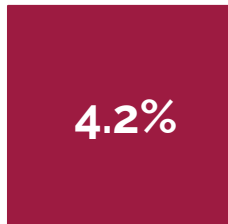
White -18



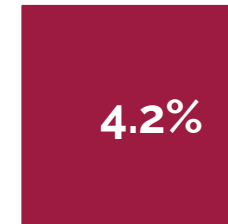
Asian - 2



Black/  
African-American - 2



Hispanic - 1



2 or More  
Races - 1



Total Administrator  
of Color Hired - 6



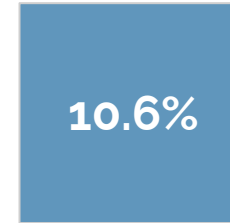
# WATERBURY PUBLIC SCHOOLS

2023-2024 Year to Date  
(July 1st-September 27th)

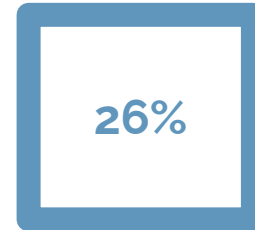
158 TOTAL HIRES

146 Teachers & 3 Administrators

Certified Educators of Color

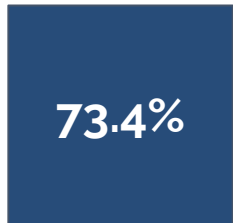


State Average



WPS Average-41

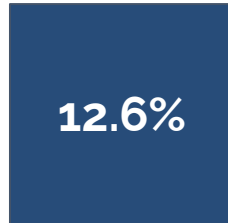
Teachers



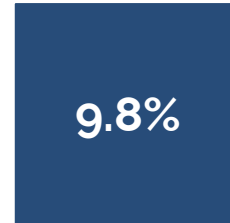
White - 105



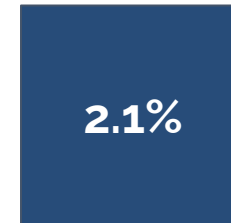
Asian - 3



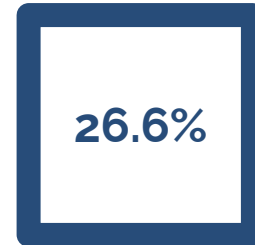
Black/African-American - 18



Hispanic - 14

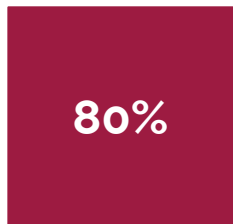


2 or More Races - 3

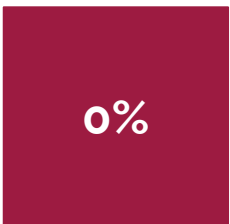


Total Minority Teacher Hires - 38

Admin



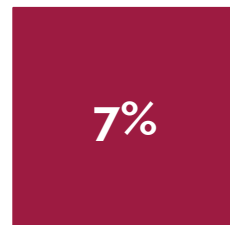
White - 12



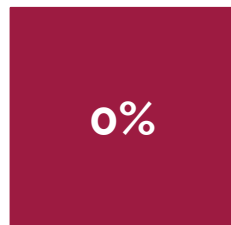
Asian - 0



Black/African-American - 3



Hispanic - 1



2 or More Races - 0



Total Admin of Color Hired - 4



# New Teacher Orientation



# Staff Vacancies

## Current Classroom Vacancies: 105

- Pre-COVID, our district averaged 90-100 vacancies throughout the year

## Total Resignations: 228

- This is a decrease of 33 staff resignations from the previous year 2021-2022.

## Total Retirements: 32

- This is a decrease of 6

## Deceased: 2

## Non-Renewals: 1

- Decrease of 2

## Exit Survey Results:

- Hired at a higher step in a different district
- Increase in openings statewide
- Closer to home/shorter commute
- Relocation

## Rehires: 20+

VACANCY DATA	9/26/2022	9/25/2023
Bilingual	7	7
Math	25	19
Psychologist	10	6
Science	17	15
SLP	5	3
Social Worker	3	1
Special Ed	54	55
Tech Ed	13	10
Filled by a SUB/Para/LTS	43	33
CTE Part time teachers	4(2)	2
extra classes being taught by teachers	378	322
Vacancies covered by extra classes	76	65
Vacancies covered with subs/extra classes	119/204	101/105
Total WTA/SAW positions	249	195
<b>Total classroom teacher vacancies</b>	<b>204</b>	<b>105</b>
Elementary Classrooms Teachers	96	23
Elementary <b>SPED/OEC</b> Classrooms Teachers		34
Secondary Classrooms Teachers	108	82
Secondary <b>SPED</b> Classrooms Teachers		21



## MOA/CBA

Together with our teachers union, we have:

- Negotiated new WTA 2023-2026 contract with BOE, offering competitive salaries that have helped to recruit and retain teachers.
- Continued MOAs for:
  - Classroom student overages
  - Special Education student overages
  - Speech & Language caseload overages
  - Bilingual caseload overages
- Continued compensation for extra classes per CBA (Collective Bargaining Agreement)



## CSDE FLEXIBLE STAFFING

103 positions filled through implementing:

- Northeastern Reciprocity: 18 (2 from Puerto Rico)
- Substitute authorization: 19
- Long Term Para SPED authorization: 18
- DSAPS: 14
- CTE Pathway Permit: 2
- Emergency Generalist: 32  
*\*additional ones being processed*



July 2023

### 2023 Legislation Affecting Educator Certification

Public Act No. 23-159: An Act Concerning Annual Revisions and Additions to Education Statutes.

Effective July 1, 2023:

- **Kindergarten Authorization (Section 130):**  
At the request of the superintendent, a kindergarten authorization may be issued to an educator who holds the Elementary 1-6 (K-05) endorsement. This kindergarten authorization can be renewed for a second year at the request of the superintendent. NOTE: After the teacher has been issued two kindergarten authorizations, to remain in the position, the educator must seek the #112 and/or #113 cross-endorsement.
- **Comprehensive Special Education (Section 130):**  
The Comprehensive Special Education, K-12 (P140) endorsement will authorize service in grades PreK-12. Beginning July 2023, directors and educators will be able to gain updated copies of their certificates reflecting the change in grade span.
- **Adjunct Arts Instructor Permit (Section 131):**  
The degree requirement may be met with a bachelor's or higher degree from a regionally accredited institution of higher education.
- **Integrated Early Childhood/Special Education Endorsements (Section 17):**  
The Integrated Early Childhood/Special Ed., Birth-Kindergarten (P112) and/or the Integrated Early Childhood/Elementary Ed. 3K-5 and Special Education N.R. (P113) endorsements may be added as a cross-endorsement based on meeting coursework and assessment requirements. An institutional recommendation is no longer required.
- **Long-Term Substitute Authorization (Section 18):**  
A substitute authorization is required for any person serving in the same teaching position, during a given school year, for a total of 60 school days or more. Note: All days of service are counted toward the total even if they are not consecutive.



<b>Substitute Authorization (No BA/BS)</b> Minimum Requirements: <ul style="list-style-type: none"><li>• At least 18 years old</li><li>• High school diploma or equivalent</li><li>• Experience with school-age children</li></ul> Authorized to serve no more than 40 days in the same assignment. <a href="#">ED174 Form</a>
<b>Long-Term Substitute Authorization</b> Minimum Requirements: <ul style="list-style-type: none"><li>• BA/BS</li><li>• At least 12 credits in content/area to be taught</li></ul> Authorized to serve in the same assignment beyond 40 days. <a href="#">ED175 Form</a>
<b>Durational Shortage Area Permit (DSAP)</b> Minimum Requirements: <ul style="list-style-type: none"><li>• Valid CT educator certificate in another teaching area or enrollment in a program leading to certification</li><li>• At least 12 credits in content/area to be taught</li></ul> <a href="#">ED177 Form</a>

# Additional Support For Our Schools

- Extended ESS contract
- Current active sub pool is 422
  - Increase of 105
- Building subs assigned to 31/33 schools
  - Compared to 22 schools last year at this time
- 200 subs in September
- Additional recruitment pipeline we've used to hire teachers



ESS Connecticut

June 9 · 🌐

Congratulations to our Waterbury Substitute of the Year, Alexander Matos for being an exemplary substitute and role model for the students in Waterbury!

[#EveryDayCounts](#) [#ESSEducation](#) [#Nowhiringsubstitutes](#)





18

Virtual Career Fairs



*Come inspire with us!*

## 2023 – DATE RECRUITMENT FAIRS

28

In-Person Fairs

14

WPS Hosted Career  
Fairs

8

Educator  
Diversity  
& HBCU Fairs



**# of Upcoming Career Fairs: 8 and counting!**



# 38th Annual Teacher Recruitment Day



Tuesday, March 7, 2023

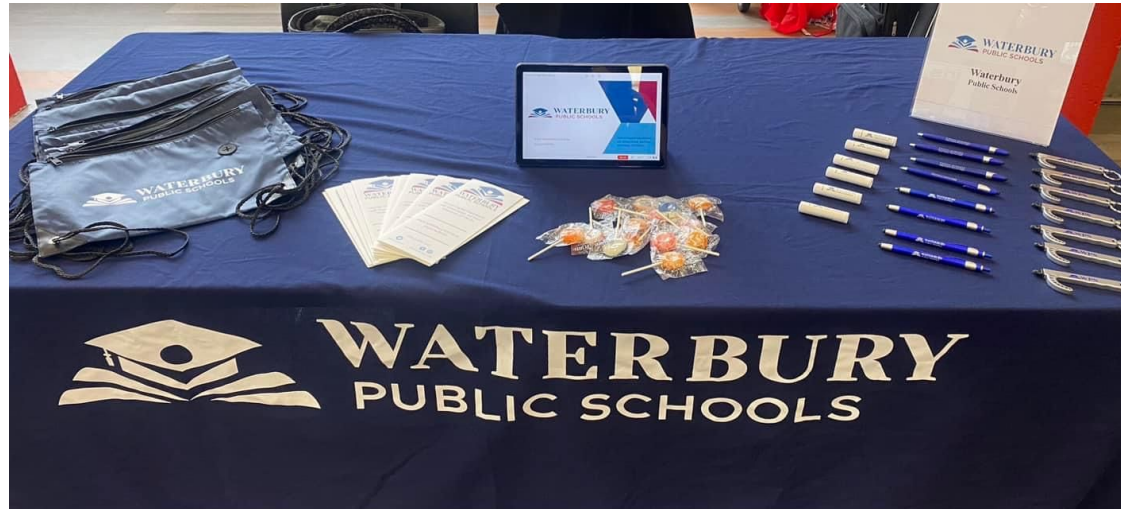
9:00am – 12:00pm Open Interview Format  
12:00pm – 3:00pm Closed Interview Format

## MILLERSVILLE UNIVERSITY

'Ville Courts, Student Memorial Center

*Open to Students and Alumni of*

- ALBRIGHT COLLEGE • ELIZABETHTOWN COLLEGE •
- LEBANON VALLEY COLLEGE • MESSIAH UNIVERSITY •
- MILLERSVILLE UNIVERSITY •
- PENN STATE – HARRISBURG •
- SHIPPENSBURG UNIVERSITY •
- YORK COLLEGE OF PENNSYLVANIA •





# Partnerships

Central Connecticut State University  
Southern Connecticut State University  
Western Connecticut State University

University of Bridgeport  
University of Connecticut  
University of Hartford

University of St. Joseph's  
Franklin Pierce University  
Grand Canyon University  
Naugatuck Valley Community College  
State of CT ARC Program

Relay GSE

Inter-American University of Puerto Rico  
Connecticut Teacher Residency Program (Elem.)  
Connecticut Teacher Residency Program (SPED)\*  
Eastern Connecticut State University\*

*\*New partnerships*



19-20 SY - 0 Partnerships

20-21 SY - 8 Partnerships

21-22 SY - 11 Partnerships

22-23 SY - 14 Partnerships

23-24 SY - 16 Partnerships & counting

**Total Student Teachers/Residents = 20**  
**Percentage Hired = 60% (12)**

*\*From June 2022-August 2023*

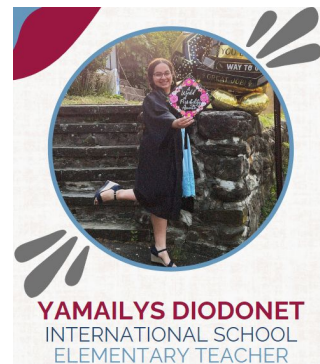
# Student Teachers & NEXTGEN Educators Hired



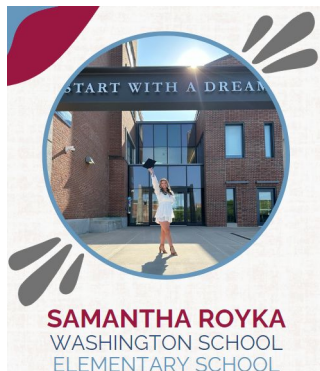
**COLLEEN GOFF**  
NORTH END MIDDLE SCHOOL  
ELA TEACHER



**OLIVIA CAPOBIANCO**  
GILMARTIN SCHOOL  
SPECIAL EDUCATION TEACHER



**YAMAILYS DIODONET**  
INTERNATIONAL SCHOOL  
ELEMENTARY TEACHER



**SAMANTHA ROYKA**  
WASHINGTON SCHOOL  
ELEMENTARY SCHOOL



**KILEY DOYLE**  
WASHINGTON SCHOOL  
ELEMENTARY TEACHER



**JESSICA MONEGRO**  
SPRAGUE SCHOOL  
ELEMENTARY TEACHER



3 WPS NEXTGEN Educators

6 WPS Student Teachers

# Teachers Hired through Reciprocity, Residency, & Relay



Enhanced  
Reciprocity



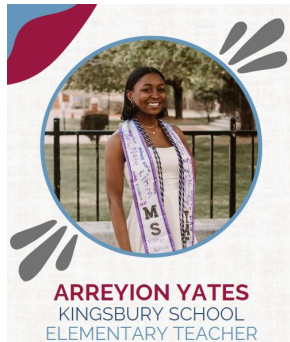
CONNECTICUT  
**TEACHER  
RESIDENCY  
PROGRAM**

**RELAY/GSE**  
GRADUATE SCHOOL of EDUCATION



**PAULINE PARK**

WATERBURY ARTS MAGNET SCHOOL  
MUSIC TEACHER



**ARREYION YATES**

KINGSBURY SCHOOL  
ELEMENTARY TEACHER



**SHASALEE LEVY-SAINFLEUR**

REGAN SCHOOL  
ELEMENTARY TEACHER



**LASHONDA NEALY**

CHASE SCHOOL  
ELEMENTARY TEACHER



**TYRONE MURPH**

GILMARTIN SCHOOL  
ELEMENTARY TEACHER



**TAVOYAH VERNON**

GILMARTIN SCHOOL  
SCHOOL COUNSELOR



**MARISOL ORTEGA**

WATERBURY ARTS MAGNET SCHOOL  
ELA TEACHER



**ANDREA CIFUENTES**

DUGGAN SCHOOL  
SPECIAL EDUCATION TEACHER

**1**

Relay Candidate

**5**

CT TRP Teacher Residents

**18**

Reciprocity (RI, NY, NH, MA, PA, NJ, Puerto Rico)



# Former WPS Students or Waterbury Residents



**ZENE CHARLTON**  
SPRAGUE SCHOOL  
ELEMENTARY TEACHER



**SANDY MANCINI**  
HOPEVILLE SCHOOL  
SCHOOL SOCIAL WORKER



**MARIBEL CHEVEREZ**  
BUCKS HILL SCHOOL  
ELEMENTARY TEACHER



**KYLE FOLEY**  
NORTH END MIDDLE SCHOOL  
SOCIAL STUDIES TEACHER



**ALEXUS LEE**  
ROTELLA MAGNET SCHOOL  
ELEMENTARY TEACHER



**KEVIN FITZPATRICK**  
WENDELL CROSS SCHOOL  
ELA TEACHER



**JESSICA MONEGRO**  
SPRAGUE SCHOOL  
ELEMENTARY TEACHER



**DIANA GRULLON**  
KENNEDY HIGH SCHOOL  
SPANISH TEACHER



**COLLEEN GOFF**  
NORTH END MIDDLE SCHOOL  
ELA TEACHER

# 23-24 Student Teaching/Teacher Resident Placements

# of student teachers/residents	University/Program	Certification Area
1	University of Saint Joseph	Secondary ELA
1	Eastern Connecticut State University	Elementary (1-6)
2	Relay Graduate School of Education (GSE)	Elementary (1-6)
3	Central Connecticut State University (NextGen)	World Language Spanish Elementary (1-6)
4	CT TRP (Connecticut Teacher Residency Program)	Special Education Elementary (1-6)
4	Southern Connecticut State University	Elementary (1-6) School Counseling School Psychology
7	University of Connecticut	Special Education Secondary Social Studies Secondary Science Secondary ELA



## **"We Believe in Investing in Our Teachers"**

Waterbury Public Schools

- 113 educators have enrolled in courses
- 22 educators have chosen to pursue Masters in Curriculum and Instruction.



# Social Media & WPS Advertisement

## Current Advertising Efforts (# of impressions)

- Ch. 3 We're Hiring Wednesday's (680,000+)
- Brass Mill Center (820,000)
- Fox 61 Commercial (1,000,000+)
- Outfront Digital Billboard (1,000,000)
- I84 Billboard (11,000,000+)
- Republican American
- Waterbury Observer
- Local Movie Theaters
- Post Billboard
- Career Fair Ads
- Social Media Platforms
- Recruitment Emails
- Community Outreach Emails

**WATERBURY**  
PUBLIC SCHOOLS

**We Are Hiring!**  
Certified Teachers

Art Teacher  
ELA Teacher  
ESL Teacher  
Math Teacher  
Music Teacher  
Science Teacher  
Bilingual Teacher  
PE/Health Teacher  
Library Media Specialist  
World Language Teacher  
Special Education Teacher  
Computer Education Teacher  
Technology Education Teacher  
Speech & Language Pathologist



To apply online, visit:  
<http://bit.ly/WPSApplication>  
You can also use your camera to scan the QR code above.

*Come inspire with us!*

 WFSB - Channel 3 Eyewitness News  
Published by SocialNewsDesk · September 20 at 1:58 PM ·  
Looking for a new job? These companies are hiring! -- <https://www.wfsb.com/were-hiring-wednesday/>



 **NEW ENGLAND  
FLAGGER  
SERVICES**

 **PEPCO**  
Since 1922  
PLANNED ELECTRIC UTILITY COMPANY  
Engineers, Designers and Manufacturers of Control Systems



# Upcoming Initiatives

## WPS Teacher Apprenticeship

Vision: "Earn While You Learn" Model

- Extension of the NextGen Educator Program (Pre-Apprenticeship)
- Teacher Apprentice (TA) will be enrolled at CCSU, where they will complete rigorous coursework towards their teaching certificate while working in WPS
- TA will be matched with a TEAM trained mentor
- Shortage area focus (Sec. Math, Science, Tech Ed, Bilingual, SPED)
- After successful completion of the teacher apprenticeship, TA hired as full time teacher committing to a minimum of 3 years in WPS
- Qualifications: completed 2 years as a NEXTGEN Educator and enrolled in CCSU's Educator Preparation Program

**\*WPS will be the first district in the state of CT to pilot a Teacher Apprenticeship program**

## WPS Special Education Teacher Residency

Vision: A Multi-Generational Teacher Pipeline that offers various pathways towards Special Education teaching certification breaking down barriers that exist in traditional routes of certification.

Pathways:

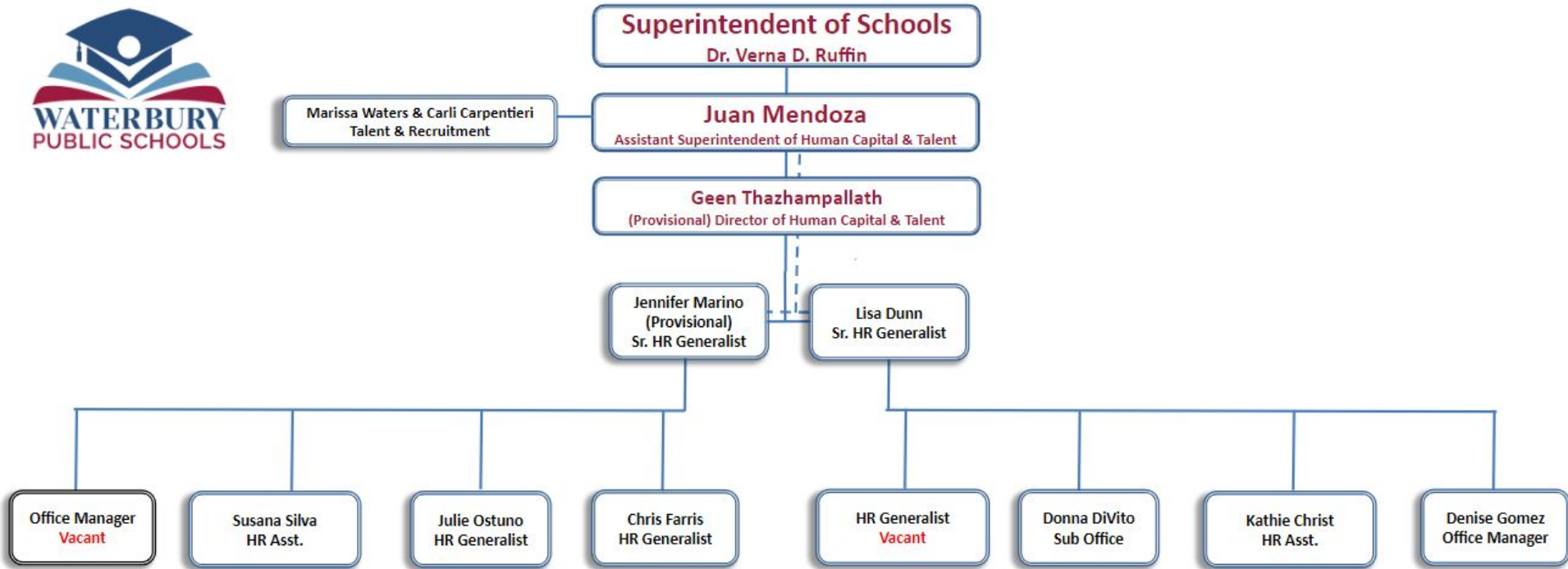
1. EdRising Students continuing on as WPS Paras while working towards bachelors & SPED cert
2. Bachelors & SPED Cert for paras who do not currently hold a bachelors
3. Masters & SPED Cert for paras who already hold bachelors in another area

Teacher Resident will be matched with a TEAM trained mentor

Qualifications: at least 3 years as a WPS paraprofessional in good standing seeking SPED teaching position



# THANK YOU TO OUR HC TEAM!



## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP: Thursday, October 5, 2023**

**BOARD MEETING: Thursday, October 12, 2023**

TO THE BOARD OF EDUCATION  
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
D. Belcher	NEMS lib.: Wed., Oct. 4 <sup>th</sup> 7:45am – 3:00pm (Prof. Dev. Special Educ.)
N. Toucet	Kennedy café: Wed., Oct. 4 <sup>th</sup> 8:00am 3:00pm (Prof. Dev.)
R. Delaney	Rotella community room: Wed., Oct. 4 <sup>th</sup> 8:00am – 3:00pm (District support training)
J. Miller	Sprague gym: Wed., Oct. 4 <sup>th</sup> 8:00am – 12:30pm (CPR/First Aid Training)
	Wallace Media Ctr.: Wed., Oct. 4 <sup>th</sup> 8:00am – 3:00pm (IEP Training)
	Wallace Media ctr.: Wed., Nov. 1 <sup>st</sup> 8:00am – 3:00pm (IEP Training)
K. DiVergilio	WAMS conference room: Wed., Oct. 4 <sup>th</sup> 7:45am – 1:00pm (Prof. Dev. for school Psychologists)
S. Molina	Crosby rooms 305E & 306E Wed., Oct. 4 <sup>th</sup> and Wed., Nov 1 <sup>st</sup> 8:00am – 3:00pm (Prof. Dev.- World Language)
M. Rocco	W.Cross gym: Thurs., October 12 <sup>th</sup> 5:00pm – 8:30pm (Hispanic Heritage Family Event)
K. Yamashita-Iverson	Maloney café: Thurs., Nov. 2 <sup>nd</sup> 5:00 – 7:30 pm (Second Annual ONIGIRI Night for students & family)
A Jorge	Wallace media ctr.: Jan. 8 <sup>th</sup> , Feb. 5 <sup>th</sup> , April 8 <sup>th</sup> 3:00 – 5:30pm (Multilingual learners Education Dept. staff meetings)
L. Franks-Blanchard	Wilby media ctr.: Fri., October 13 <sup>th</sup> 8:00am – 1:00pm (Blood Drive)

S. Carpentieri	Sprague gym: Friday, Oct. 6 <sup>th</sup> 5:30 – 8:00 pm (PTO Family Movie Night)
M. Pogodzienski	WSMS media ctr.: Friday, Nov. 3 <sup>rd</sup> 3:30 – 6:00 pm (First Aid & CPR training for after school teaching & adm. staff)
Y. Demirali	Sprague gym: Fri., Oct. 13 <sup>th</sup> 5:00 – 7:00 pm (Family Cultural Night)

**Approved**

---

**Ann Sweeney**

---

**Dr. Verna D. Ruffin**  
**Superintendent of Schools**



Yack

## SCHOOL PERSONNEL USE ONLY

DATE: 9/20/23

TO: SCHOOL BUSINESS OFFICE

FROM: Donajean Belcher, Sped Supervisor

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

NAME OF SCHOOL REQUESTED: NEMS

☒ LIBRARY ☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: October 4, 2023

FROM: 7:45 am/pm TO: 3:00 am/pm

### FOR THE FOLLOWING PURPOSES:

Presenter, Llee Hardy will be presenting to 20 to 30 people during  
three two hour session. A smart board and microphone are needed.  
The section with the table and chairs will be needed for small group work.

Donajean R. Belcher

APPLICANT

.....

### Please note the following provisions:

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



I will also need the use of technology & a screen to be able to present. thank you!

Back ✓

SCHOOL PERSONNEL USE ONLY

DATE: 9/20/23

TO: SCHOOL BUSINESS OFFICE

FROM: Nyree Touret

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

NAME OF SCHOOL REQUESTED: Kennedy H.S.

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: Oct. 4, 2023

FROM: 8:00 am/pm

TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

Professional development

Nyree Touret  
APPLICANT

Please note the following provisions:

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

Book

## SCHOOL PERSONNEL USE ONLY

DATE:

10/18/23

TO: SCHOOL BUSINESS OFFICE

FROM: Robert Delaney

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

NAME OF SCHOOL REQUESTED:

Rotella

☐

Auditorium  
Room

☐

Gymnasium

☐

Swimming Pool

☒

Community

DATES REQUESTED:

10/4/23

FROM: 8:00 AM TO: 3:00 PM

FOR THE FOLLOWING PURPOSES:

District Support Training

Robert Delaney

APPLICANT

.....  
Please note the following provisions:

Back

SCHOOL PERSONNEL USE ONLY

DATE: 09/30/2023

TO: SCHOOL BUSINESS OFFICE  
FROM: Jamie Miller

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

NAME OF SCHOOL REQUESTED: Sprague Elementary School

☐ Auditorium      ☒ Gymnasium      ☐ Swimming Pool      ☐ Café/Rooms

DATES REQUESTED: October 4, 2023

FROM: 8:00 am/pm      TO: 12:30 am/pm

FOR THE FOLLOWING PURPOSES:

CPR/First Aid Training

SMART BOARD Needed w HDMI Cord and a screen

Jamie Miller

APPLICANT

.....  
Please note the following provisions:

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

*Book*

SCHOOL PERSONNEL USE ONLY

DATE: 09/20/2023

TO: SCHOOL BUSINESS OFFICE  
FROM: Jamie Miller

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

NAME OF SCHOOL REQUESTED: Wallace Middle School Media Center

☐ Auditorium      ☐ Gymnasium      ☐ Swimming Pool      ☐ Café/Rooms

DATES REQUESTED: October 4, 2023 and November 1, 2023

FROM: 8:00 am/pm      TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

IEP Quality Training

SMART BOARD Needed

Microphones for presenters needed if possible

\_\_\_\_\_  
APPLICANT

.....  
Please note the following provisions:

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

*Yess*

SCHOOL PERSONNEL USE ONLY

DATE: 9-22-23

TO: SCHOOL BUSINESS OFFICE  
FROM: K. DiVergilio (PPS)

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

NAME OF SCHOOL REQUESTED: WAMS

*conference  
rm.*

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☒ Café/Rooms

DATES REQUESTED: Wednesday October 4th  
FROM: 7:45 am/pm TO: 1:00 am/pm

FOR THE FOLLOWING PURPOSES:

Professional development day for school psychologists.

Kimberly DiVergilio, NCSP  
\_\_\_\_\_  
APPLICANT

.....  
Please note the following provisions:

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



SCHOOL PERSONNEL USE ONLY

DATE: 9/23/23

TO: SCHOOL BUSINESS OFFICE

FROM: Sydney Molina / Janet Frenis - CAO

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

NAME OF SCHOOL REQUESTED: Crosby H.S.

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms 305E/306E

DATES REQUESTED: 10/4/23 to 11/1/23

FROM: 8:00 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

World language professional  
development meeting space

Janet Frenis  
APPLICANT

Please note the following provisions:

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



*gym*

## SCHOOL PERSONNEL USE ONLY

DATE: **9-21-23**

TO: SCHOOL BUSINESS OFFICE

FROM: M. Rocco - W. Cross

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐

Auditorium

☒

Gymnasium

☐

Swimming Pool

☐

Café/Rooms/Library

DATES REQUESTED: Thursday, October 12, 2023

FOR THE FOLLOWING PURPOSES: Hispanic Heritage Family Event from 6:00 - 7:30 but will need to have the gym from 5 - 8:30 for set up and clean up.

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Margaret Rocco

APPLICANT

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Please note the following provisions:

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

*Yours*

SCHOOL PERSONNEL USE ONLY

DATE: 9/12/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Kazumi Yamashita-Iverson / Maloney

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

NAME OF SCHOOL REQUESTED: Maloney Magnet

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☒ Café/Rooms

DATES REQUESTED: 11 / 2 / 2023

FROM: 5 am/pm    TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

To host the Second Annual ONIGIRI (Rice Ball)  
Night for Maloney Students and families.

Kazumi Yamashita-Iverson  
APPLICANT

Please note the following provisions:

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

Book

## SCHOOL PERSONNEL USE ONLY

DATE: 9/19/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Adela Jorge, Supervisor of Multilingual Learners Education Department

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

NAME OF SCHOOL REQUESTED: Wallace Middle School Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 1/8/2024, 2/5/2024, 4/8/2024

FROM: 3:00 am/pm TO: 5:30 am/pm

FOR THE FOLLOWING PURPOSES:

Multilingual Learners Education Department staff meeting/

Professional Development.

Adela Jorge

APPLICANT

.....  
Please note the following provisions:

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



Tyork

SEP 21 2023

SCHOOL PERSONNEL USE ONLY

DATE: Sept 18, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: Wilby - L. Franks-Blanchard

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

NAME OF SCHOOL REQUESTED: Wilby

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

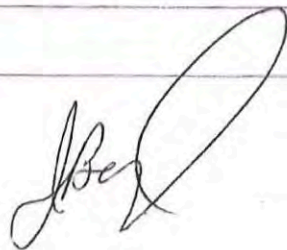
Media Center

DATES REQUESTED: Oct 13, 2023

FROM: 8:00 am/pm TO: 1:00 am/pm

FOR THE FOLLOWING PURPOSES:

Blood Drive



L. Franks-Blanchard  
APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 9.26.23

TO: SCHOOL BUSINESS OFFICE

FROM: S. Carpentieri/Sprague

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

NAME OF SCHOOL REQUESTED: Sprague

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: October 6, 2023

FROM: 5:30 am/pm ☒ TO: 8:00 am/pm ☒

FOR THE FOLLOWING PURPOSES:

PTO Family Movie Night to  
be held outdoors w/ a projector. If  
it rains, it will move inside to the  
gym.

D. Swenden (PTO President)  
APPLICANT.

Please note the following provisions:

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

Mark

## SCHOOL PERSONNEL USE ONLY

DATE: September 26, 2023

TO: SCHOOL BUSINESS OFFICE  
FROM: Marcy Pogodzienski - 21st Century/ARP ESSER/SDE After School Programs

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

NAME OF SCHOOL REQUESTED: West Side Middle School - Media Center

☐ Auditorium      ☐ Gymnasium      ☐ Swimming Pool      ☐ Café/Rooms

DATES REQUESTED: Friday, November 3, 2023

FROM: 3:30 PM am/pm      TO: 6:00 PM am/pm

### FOR THE FOLLOWING PURPOSES:

First Aid & CPR training for 21st Century/ESSER/SDE after school teaching and administrative staff

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

Marcy Pogodzienski  
APPLICANT

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Please note the following provisions:

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



*Y. Demirali*

## SCHOOL PERSONNEL USE ONLY

DATE: 9/27/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Y. Demirali - Parent Liaison

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

NAME OF SCHOOL REQUESTED: Sprague Elementary

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: October 13<sup>th</sup>

FROM: 5:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Family Cultural Night.

Y. Demirali  
APPLICANT

Please note the following provisions:

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

*Y. Demirali*

**Waterbury Public Schools**  
School Safety Task Force  
*Situation Appraisal*

#17

	<b>See the Issues</b> <i>What are the issues and concerns related to safety in Waterbury Public Schools?</i>  <b>Clarify the Issues</b> <i>What do you mean by...?</i> <i>What tells you this is a concern?</i>	<b>Assess Priorities</b>			<b>Theme</b>	<b>Category</b>
		<b>Serious</b> <i>High, Medium, or Low</i>	<b>Urgency</b> <i>High or Low</i>	<b>Growth</b> <i>Worse, Better, or Same</i>	<b>Communication</b>  <b>Mental Health</b>  <b>Training</b>  <b>Resources &amp; Support</b>	<b>Safety</b> <i>Internal Emotional</i>  <b>Security</b> <i>External Physical</i>
1	<b>Dangerous items come to school</b> • weapons, drugs, etc.	H	H	W	<b>Mental Health Resources &amp; Support</b>	<b>Safety</b>
2	Communication is not timely during a situation vs. after a situation • school, parents, district, police • wait for town to share information	M	H	S	Communication	Safety
3	Inaccurate/incomplete information is shared • shared by students, parents, media and staff • information shared via social media	H	H	S	Communication	Safety
4	<b>Lack of accountability for offenders</b> • student perception, consequences aren't weighty enough • not just students; staff too	H	H	W	Communication	Safety
5	Unsecured locations in the school • exterior doors, blind spots • unsupervised areas • arrival and dismissal	H	L	W	Resources & Support	Security
6	<b>Teacher, staff and substitute shortages</b> • students take advantage	H	H	W	<b>Resources &amp; Support</b>	<b>Safety</b>
7	Lack of student funding • less than state funding • funding is needed to support safety improvements	M/L	L	S	Resources & Support	Safety
8	Lack of adult presence in student altercations	M	L	S	Training Resources & Support	Safety
9	Unclear of who is responsible for responding to specific student issues • teachers, admin, SROs	M	H	S	Communication Training	Safety
10	<b>Lack of mental health support</b> • 211, community agencies are underutilized • district employees	H	H	W	<b>Mental Health Resources &amp; Support</b>	<b>Safety</b>
11	Lack of parental support regarding student behavior • enabling bad behavior	M/L	H	S	Communication Mental Health	Safety

12	Mixed evidence on the efficacy of safety protocols • No magic solutions	L	H	S	Communication Training	Safety
13	Perceived lack of transparency • school and district • transparency is not the same as fast	M	L	S	Communication	Safety
14	Disruptions in communication between staff and students • staff can be dismissive • no follow up	M	H	S	Communication	Safety
15	Staff are unaware of mental challenges faced by students during shelter in place or evacuation drills • triggers	M	H	S	Mental Health Training	Safety
16	Lack of skills in preventing and de-escalating negative behaviors • connect to mental health	M	H	W	Communication Mental Health Training	Safety
17	Lack of compassion for students • teachers, staff, SROs, social workers, students	M/L	L	W	Mental Health	Safety
18	Students may not feel safe reporting and not all students feel heard • opportunities for student input needed • prioritizing adult voices over student voices • risk from fellow students and staff	M	H	W	Communication Resources & Support	Safety
19	Students and adults communicate inaccurate information during a lock down that creates panic	M/L	L	S	Communication Training	Safety
20	<b>Lack of proactive approaches</b> • <b>preventative and not only responsive</b> • <b>identifying triggers before things escalate</b>	<b>H</b>	<b>H</b>	<b>W</b>	<b>Mental Health Training</b>	<b>Safety</b>
21	Blame game	L	L	S	Communication Resources & Support	Safety
22	People hide things in bags • contraband • adults and students	M	L	W	Mental Health	Safety
23	Older facilities create safety risks and issues • security of facilities	H	L	W	Resources & Support	Security
24	<b>Implicit biases</b> • <b>causes targeting of specific groups of students</b> • <b>creates blind spots when responding to issues</b>	<b>H</b>	<b>H</b>	<b>W</b>	<b>Communication Training</b>	<b>Safety</b>
25	Lack of skills in addressing negative behaviors • teachers and admin	H	L	W	Training	Safety
26	<b>Unauthorized access to school buildings</b> • <b>after school and during school</b>	<b>H</b>	<b>H</b>	<b>W</b>	<b>Communication Resources &amp; Support</b>	<b>Security</b>
27	Easy access to weapons • outside of school	M	L	W	Resources & Support	Security
28	Support staff not provided with important student information	M	H	S	Communication Training	Safety

	<ul style="list-style-type: none"> <li>• counselors and social workers</li> <li>• medical, behavioral and mental health</li> </ul>				Resources & Support	
29	Social media causes student issues	L	L	W	Communication	Safety
30	Students have phones in schools which contribute to student issues (texting)	H	L	S	Communication	Safety
31	Lack of training for staff <ul style="list-style-type: none"> <li>• safety and security</li> <li>• bias</li> <li>• cultural diversity</li> </ul>	M	H	W	Training	Safety
32	<b>Lack of consistency with safety protocols from school to school</b>	<b>H</b>	<b>H</b>	<b>W</b>	<b>Communication Training</b>	<b>Safety</b>
33	<b>Increased gang violence in schools and in the community</b>	<b>H</b>	<b>H</b>	<b>W</b>	<b>Resources &amp; Support</b>	<b>Security</b>
34	Lack of information shared with students when an issue happens	M/L	L	W	Communication	Safety
35	Some people come to school with bad intentions	L	L	S/W	Mental Health	Safety
36	Time <ul style="list-style-type: none"> <li>• Response time</li> <li>• Time in context</li> <li>• Time for communication</li> </ul>	M	H	S	Communication Training Resources & Support	Safety
37	Substance abuse	M/L	L	W	Mental Health Resources & Support	Safety
38	<b>Lack of appropriate placement and understanding for students with significant needs</b>	<b>H</b>	<b>H</b>	<b>W</b>	Training Resources & Support	<b>Safety</b>
39	Lack of training for bus drivers <ul style="list-style-type: none"> <li>• understanding of safety issues</li> <li>• potential triggers</li> <li>• communication</li> </ul>	M	L	W	Training	Safety
40	Inconsistent disciplinary actions/responses within the same school	M	H	W	Communication Training	Safety
41	Students don't want to be seen as a snitch	L/M	L	S	Communication	Safety
42	Negative peer pressure	L/M	L	S	Training Resources & Support	Safety
43	Students don't know how to advocate for themselves	M	L	W	Resources & Support	Safety
44	Full profile of the emergency is not obtained in a rapid manner	L/M	H	S	Communication Training	Safety
45	Lack of understanding of school/district protocols in investigating and responding	M/L	H	W	Communication	Safety
46	Lack of understanding of police protocols in investigating and responding	M/L	H	W	Communication	Safety
47	Broken security cameras	H	H	S	Resources & Support	Security

48	Students feel the need to protect themselves with weapons	L/M	L	W	Resources & Support	Safety
49	Lots of factors to consider when intervening in physical altercations between students • adults have to weigh the risks	M	L	S	Training	Safety
50	Lack of training for substitutes	M	H	S	Training	Safety
51	Students are bystanders not upstanders • upstanders are willing to intervene with peers to prevent issues and deescalate	L	L	S	Training	Safety
52	Lack of overall trust and confidence	H/M	L	S	Communication	Safety

*Note: **Bold** indicates issues that the task force rated as high priority based on seriousness, urgency and growth.*

# Waterbury Public Schools

## School Safety Task Force

### *Change Ideas and Recommendations for Progress Monitoring*

Theme	Change Ideas
Communication	<p><u>Group 1</u></p> <ul style="list-style-type: none"> <li>• Improve the communication system for all issues identified under the communication theme</li> <li>• Communication organizational chart by functions with quarterly presentation</li> </ul> <p><u>Group 2</u></p> <ul style="list-style-type: none"> <li>• Public awareness of what is allowed to be shared (during shelter in place &amp; lockdown)</li> <li>• Publish standard operating procedures</li> <li>• Utilize parent square</li> <li>• More frequent updates on situations when they occur</li> </ul> <p><u>Group 3</u></p> <ul style="list-style-type: none"> <li>• Communicate clear and consistent discipline practices that are uniformly enforced throughout the district</li> </ul> <p><u>Group 4</u></p> <ul style="list-style-type: none"> <li>• Clear backpacks for all students</li> </ul> <p><u>Group 5</u></p> <ul style="list-style-type: none"> <li>• Consistency in responses to external and inter responses across schools</li> <li>• Transparency between schools so that schools can learn what works and doesn't work from each other and to ensure consistency</li> <li>• Communication on how a student was apprehended should be communicated thoroughly, no gray areas should be left</li> <li>• Communication can come via all intercoms working within the school, texts and notifications to the masses made more efficient by making sure phone numbers are updated, testing these systems constantly to ensure they work</li> </ul> <p><u>Group 6</u></p> <ul style="list-style-type: none"> <li>• Control the cell phone use, responding to everything effectively and timely</li> <li>• Standard protocol for responding • Punishment should be universal throughout the school (reevaluate how and when for disciplinary protocols)</li> </ul>
Mental Health	<p><u>Group 1</u></p> <ul style="list-style-type: none"> <li>• Site-based mental health provider/center must be permanent</li> <li>• Monday and Friday mindfulness exercises</li> </ul> <p><u>Group 2</u></p> <ul style="list-style-type: none"> <li>• Make all teachers, subs and staff aware of all students that have an IEP, 504 plan and behavior plan</li> <li>• Hire additional social workers, currently hired support staff should be able to do the work they are hired to do</li> <li>• Hire a substance abuse coordinator which would give students who may be struggling with addiction a safe space</li> </ul> <p><u>Group 3</u></p> <ul style="list-style-type: none"> <li>• Develop training for staff and students that address viable mental health resources</li> </ul>



	<p style="text-align: center;"><u>Group 4</u></p> <ul style="list-style-type: none"> <li>• More training of mental health resources for teachers/staff</li> <li>• Hire quality subs and train them properly (quality vs. quantity)</li> </ul> <p style="text-align: center;"><u>Group 5</u></p> <ul style="list-style-type: none"> <li>• Teachers and administrators having a clearer understanding of IEPs and 504s</li> <li>• Actual mental health professionals (eg. DMHAS) coming in providing mandatory yearly training (eg. motivational interviewing, implicit bias, OUCH training)</li> <li>• Hiring more social workers with a screening on those social workers for implicit bias (prioritize LMFTs- licensed marriage and family therapists)</li> <li>• Having permanent social workers at each school since the switching out causes regression with the relationships and trust students build</li> <li>• Permanent librarians and other staff as well providing a consistent positive environment for students</li> <li>• Commitment from social workers to remain long term as well as commitments from administrators to keep them employed as well</li> </ul> <p style="text-align: center;"><u>Group 6</u></p> <ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Training</b>	<p style="text-align: center;"><u>Group 1</u></p> <ul style="list-style-type: none"> <li>• Establish a mandatory training portal outside of traditional professional training</li> <li>• Outline student advocacy training portal with specific rewards</li> </ul> <p style="text-align: center;"><u>Group 2</u></p> <ul style="list-style-type: none"> <li>• Provide training support that address the following topics: sensitivity, de-escalation, diversity and inclusion, safety protocols and restorative justice</li> </ul> <p style="text-align: center;"><u>Group 3</u></p> <ul style="list-style-type: none"> <li>• Develop clear procedures for drills and emergency situations that are uniform within the district and clearly communicate them to ALL staff</li> </ul> <p style="text-align: center;"><u>Group 4</u></p> <ul style="list-style-type: none"> <li>• More training of mental health resources for teachers/staff</li> <li>• Hire quality subs and train them properly (quality vs. quantity)</li> </ul> <p style="text-align: center;"><u>Group 5</u></p> <ul style="list-style-type: none"> <li>• N/A</li> </ul> <p style="text-align: center;"><u>Group 6</u></p> <ul style="list-style-type: none"> <li>• Provide training courses that address the following: cultural diversity, racial/cultural bias, substitute training, mental health, and student triggers</li> </ul>
<b>Resources &amp; Support</b>	<p style="text-align: center;"><u>Group 1</u></p> <ul style="list-style-type: none"> <li>• Black teacher recruitment plan for elementary, middle and high schools</li> </ul> <p style="text-align: center;"><u>Group 2</u></p> <ul style="list-style-type: none"> <li>• Implement peer mentorship program and student programs like Upward Bound and Gear Up</li> <li>• Utilize counselors and behavior specialists to offer additional support</li> </ul> <p style="text-align: center;"><u>Group 3</u></p> <ul style="list-style-type: none"> <li>• Metal detectors to ensure no contraband</li> </ul>

	<ul style="list-style-type: none"> <li>• Provide student IDs that must be scanned to enter</li> <li>• Secure all exterior doors with alarms and ensure locks are functioning</li> <li>• Make sure all staff has universal keys to classroom doors</li> </ul> <p style="text-align: center;"><u>Group 4</u></p> <ul style="list-style-type: none"> <li>• School IDs for all middle and high school students that must be used to enter the school</li> <li>• Clear backpacks for all students</li> <li>• Pilot program for Wallace &amp; Crosby with metal detectors at all entrances</li> </ul> <p style="text-align: center;"><u>Group 5</u></p> <ul style="list-style-type: none"> <li>• N/A</li> </ul> <p style="text-align: center;"><u>Group 6</u></p> <ul style="list-style-type: none"> <li>• Incentives to benefit current teachers and recruit future teachers (pensions, pay, etc.)</li> <li>• SROs become resources and offer counseling</li> <li>• Increase security measures and increase patrols to monitor doors and unsecured locations</li> </ul>
<b>Progress Monitoring</b>	<p style="text-align: center;"><u>Group 1</u></p> <ul style="list-style-type: none"> <li>• Communication - public feedback using various methods</li> <li>• Mental Health - wellness provider document individual services</li> <li>• Training - determine who and how many individuals have taken the training within the allotted time frame</li> <li>• Resources &amp; Support - scorecard based on NAACP and WPS collaboration</li> </ul> <p style="text-align: center;"><u>Group 2</u></p> <ul style="list-style-type: none"> <li>• Communication - weekly surveys of parents, staff and students</li> <li>• Mental Health - student surveys</li> </ul> <p style="text-align: center;"><u>Group 3</u></p> <ul style="list-style-type: none"> <li>• Have the task force meet again in 5 months to review what steps have been taken and the impact of the change ideas</li> <li>• Survey of staff, students and parents in 5 months to gauge efficacy of the implemented strategies</li> <li>• Monthly updates to the board of the status of strategies</li> </ul> <p style="text-align: center;"><u>Group 4</u></p> <ul style="list-style-type: none"> <li>• Parent square sent to parents regarding ID and public announcement of board when all students have been issued an ID</li> <li>• Uniform policy updated to reflect only clear backpacks are allowed</li> <li>• Possible have 211 visit the middle and high schools monthly</li> <li>• Quarterly progress report on progress/items found</li> <li>• ESS needs to change their required credentials, individuals should have at least 12 credits in college</li> </ul> <p style="text-align: center;"><u>Group 5</u></p> <ul style="list-style-type: none"> <li>• Surveys to students asking if they feel trustful and confident in the relationships with social workers. These surveys are done but the results should be transparent, shared with students, parents and staff to ensure all (especially students) know where the surveys go and how the data is used.</li> </ul> <p style="text-align: center;"><u>Group 6</u></p> <ul style="list-style-type: none"> <li>• N/A</li> </ul>



# COMMUNICATIONS



September 6, 2023 through  
October 3, 2023

## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday, October 5, 2023

**BOARD MEETING:** Thursday, October 12, 2023

**TO THE BOARD OF EDUCATION  
WATERBURY, CONNECTICUT**

**LADIES AND GENTLEMEN:**

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
Bais Yaakov of Waterbury	Rotella aud.: Feb. 22 <sup>nd</sup> , 28 <sup>th</sup> , 29 <sup>th</sup> 6:30 – 10:00pm (rehearsals)
I Selengut	Mar. 3 <sup>rd</sup> 9:30am – 4:00pm for performance

### **REQUESTING WAIVERS:**

Albanian Language Sch.	Maloney classrooms: Sundays 10/15/23 – 4/28/24
E. Himaj	9:30am – 1:00pm (teach Albanian Language & culture) (\$3,782.)
East Mt. Sports	W. Cross gym: 11/14/23 – 3/30/24 Sat. & Sun. 9am – 6pm (\$18,480.)
R. Godsil	Rotella gym: 11/14/23 – 3/30/24 Sat. & Sun. 9am – 6pm (\$18,480.)
	Gilmartin gym: 11/14/23 – 3/30/24 Sat. & Sun. 9am – 6pm (\$18,480.)
	Generali gym 11/14/23 – 3/30/24 Sat. & Sun. 1pm – 6pm (\$11,088.)
Catholic Academy	Gilmartin gym Sat. Dec. 16 <sup>th</sup> & Sun., Dec. 17 <sup>th</sup> 8:30am – 4:30pm
O. Macklin. A.D.	(basketball games) (\$1,512.)
Team Locked In	Bucks Hill gym: 10/7/23 – 1/28/24 Saturdays 10:00am – 2:00pm
A. Johnson	(basketball program) (\$3,150.)

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

East Mt. Sports	W. Cross café: Oct. 12 <sup>th</sup> , 19 <sup>th</sup> , & 26 <sup>th</sup> 5:00 - 7:00 pm
R. Godsil	(basketball sign-ups)
	W. Cross gym: Nov. 13, 2023 thru Mar. 29, 2024 Mon. – Fri. 6-9 pm
	Rotella gym: Nov. 13, 2023 thru Mar. 29, 2024 Mon. – Fri. 6-9 pm

Grandville Acad. M. Mosley	Reed café: Tues., Oct. 24 <sup>th</sup> 6:00 – 7:30 pm (Open House to explain their program)
Waterbury PAL M. Macary	Chase gym: 9/19 – 11/30/23 6:00 – 9:00 pm Tues. & Thurs. Kennedy aux gym: 9/21 – 12/14/23 7:00 – 9:00 pm Tues. & Thurs.
Gilmartin Community Club	Gilmartin café: Tues., Oct. 17 <sup>th</sup> 7:00 – 9:00 pm (members meeting)
Neighborhood Housing Services I Blake	Duggan café: Tues., Oct. 24 <sup>th</sup> 5:30 – 7:45 pm (Community Informational Meeting)
Yeshiva K' Tana Rabbi Karr	Maloney parking lot: Sunday, Nove. 12 <sup>th</sup> 10:30am – 12:30pm (for additional parking if needed)
Catholic Academy O. Macklin, A.D.	Gilmartin gym: 11/2/23 – 3/15/24 Mon., Tues., Thurs., Fri. 6:00-9:00 pm (basketball program)
CT. Royalty T. Inabinett	Rotella gym: Oct. 3 <sup>rd</sup> to Nov. 9 <sup>th</sup> Tues. & Thurs. 6-9pm (basketball program)
Team Locked In A Johnson	Bucks Hill gym: 10/9/23 – 1/29/24 Mon. thru Thurs. 5:30 – 9:00 pm (basketball program)

**MONIES COLLECTED TO DATE:**

**\$ 12,526.00**

**Approved:**

\_\_\_\_\_  
**Ann Sweeney**

\_\_\_\_\_  
**Dr. Verna D. Ruffin**  
**Superintendent of Schools**

Book

SEP 20 2023

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

CONTRACT#

APPLICANT Mrs. Ita Selengut NAME OF ORGANIZATION Bais Yaakov of Waterbury  
ADDRESS 32 Golden Hill Street Naugatuck CT 06770 TELEPHONE # (203) 805-8401  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Robella DATES see attached ROOM(S) Auditorium  
OPENING TIME see attached CLOSING TIME see attached PURPOSE School production  
ADMISSION (if any) B18-100 CHARGE TO BE DEVOTED TO expenses  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 200  
SIGNATURE OF APPLICANT [Signature] DATE 9/20/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Chani Schuch 198 Euclid Ave. Waterbury, CT 06710 (203) 233-6282  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR SERVICE PER CUST. (2) (\$1857)

RENTAL FEES:

MISCELLANEOUS FEES:

\$55/HR Tech.

SECURITY DEPOSIT \$ 250.

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian





Harav Elia Brudny שליט"א  
Vaad HaChinuch

Mrs. Ita Selengut  
Principal

Mrs. Zlata Press  
Educational Consultant

Rabbi Zvi Bloom  
Executive Consultant

Mr. Shimulie Cohen  
Rabbi Eli Elefant  
Mr. Shimmy Handelsman  
Mr. Chaim Kirshner  
Rabbi Baruch Levine  
Mr. Yitz Rabinowitz  
Board of Directors

Rabbi Shloimy Lebovics  
Administrator

September 19, 2023

To whom this may concern,

We are requesting the use of the Rotell  
auditorium on the following dates:

Practice Schedule:

Thursday, February 22nd  
Wednesday, February 28th  
Thursday, February 29th

6:30PM - 10:00PM (Tentatively)

Day of performance - Sunday, March 3rd  
9:30AM - 4PM

Thank you!



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

CONTRACT#

AAMC

APPLICANT Endrit Himaj NAME OF ORGANIZATION Albanian Language School  
ADDRESS 38 Raymond Street Waterbury CT 06706 TELEPHONE # 203-518-2076  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Maloney DATES Please see attached list ROOM(S) 4  
OPENING TIME 9:30 am CLOSING TIME 1:00 pm PURPOSE Teaching Albanian Language and culture  
ADMISSION (if any) none CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 50-60

SIGNATURE OF APPLICANT Endrit Himaj DATE 9/14/2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Endrit Himaj  
38 Raymond Street Waterbury CT 06706

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR PLUS 1 HR SERVICE (1) (3780)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE Yes YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6983 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with use of Building Permit)



APPLICANT/ORGANIZATION: AA MC

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: 4 rooms

DATE(S): Please see list of dates attached and time

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

9/28/2023

Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

3,780.00

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk, Board of Education



## Albanian School Dates

October 15

October 22

October 29

November 5

November 12

November 19

December 3

December 10

January 21

January 28

February 4

February 11

February 25

March 3

March 10

March 17

March 24

April 7

April 21

April 28

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Endrit Himaj

38 Raymond street Waterbury Ct 06706

2035182076

Saturday + Sunday

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

CONTRACT#

APPLICANT Rich Godsil NAME OF ORGANIZATION EMAA

ADDRESS 107 Newfield Ave Apt 37 Wthby Ct 06702 TELEPHONE # 203-754-5320  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Medall Cross DATES 11/1/23-3/30/24 ROOM(S) Gym

OPENING TIME 9:00 am CLOSING TIME 10:00 pm PURPOSE Basketball

ADMISSION (if any) No CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 10

SIGNATURE OF APPLICANT Rich Godsil DATE 9/17/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Rich Godsil 107 Newfield Ave Apt 37 Wthby Ct 06702 203-754-5320

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. SERVICE PER CUST.

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 1000 INSURANCE COVERAGE YES YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with State Building Permit)



APPLICANT/ORGANIZATION:

EMAA

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Wendall Cross / Gym

DATE(S): 11/14/23

TIMES: \_\_\_\_\_

DATE(S): 3/30/24

TIMES: 9:00 am

DATE(S): \_\_\_\_\_

TIMES: 6:00 pm

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

9/17/23

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived

\$

Building Usage Fees

\$

18,480

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST

Clerk, Board of Education



Saturday + Sunday

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

CONTRACT#

APPLICANT Rich Godsil NAME OF ORGANIZATION EMAA

ADDRESS 107 Newfield Ave Apt 37 Waterbury CT 06708 TELEPHONE # 203-754-5320  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES 11/11/23 - 3/30/24 ROOM(S) Gym

OPENING TIME 9:00 am CLOSING TIME 1:00 pm PURPOSE Basketball

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS \_\_\_\_\_ CHILDREN \_\_\_\_\_

SIGNATURE OF APPLICANT Amal Madael DATE 9/17/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Rich Godsil 107 Newfield Ave Apt 37 Waterbury CT 06708 203-754-5320  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR service per cust. (18,480)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with Building Permit)

APPLICANT/ORGANIZATION:

EMAA

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SAT. & SUN. SCHOOL/ROOMS REQUESTED:

Rotella / Gym

DATE(S): 11/14/23

TIMES:

DATE(S): 3/30/24

TIMES: 9:00 AM - 6:00 PM

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

9/17/23

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived

\$

Building Usage Fees

\$

18,480.-

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST

Clerk Board of Education

Saturday - Sunday

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

CONTRACT#

APPLICANT Rich Godsil NAME OF ORGANIZATION EMAA

ADDRESS 107 Newfield Ave Apt 37 Wth, CT 06708 TELEPHONE # 203-754-5320  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Gilmeria DATES 11/11/23 - 3/30/24 ROOM(S) Gym

OPENING TIME 9:00 am CLOSING TIME 6:00 pm PURPOSE Basketball

ADMISSION (if any) No CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 4 CHILDREN 10

SIGNATURE OF APPLICANT Rich Godsil DATE 9/17/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Rich Godsil 107 Newfield Ave Apt 37 Wth, CT 06708 203-754-5320

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per cust. (1 (\$18,480))

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

9 AM -  
6 PM  
11-14-23  
TO  
3-30-24



USE OF SCHOOL FACILITIES  
WAIVER REQUEST

(to be submitted with State Building Permit)

APPLICANT/ORGANIZATION:

EMAA

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED:

Gilmartin / Gym

DATE(S): 11/14/23

TIMES:

DATE(S): 3/30/24

TIMES: 9:00 am - 6:00 pm

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

9/17/23

Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived

\$

Building Usage Fees

\$ 18,480.-

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST

Clerk, Board of Education

Saturday - Sunday

Book

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

CONTRACT#

APPLICANT Rich Gotsil NAME OF ORGANIZATION EMAA

ADDRESS 107 Newfield Ave Apt 37 Wthby CT TELEPHONE # 203-754-5320  
(street) (city) (state) (zip code)

SCHOOL REQUESTED General DATES 11/11/23 - 3/30/24 ROOM(S) Gym

OPENING TIME See below CLOSING TIME \_\_\_\_\_ PURPOSE Basketball

ADMISSION (if any) No CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 10

SIGNATURE OF APPLICANT Rich Gotsil DATE 9/17/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Rich Gotsil 107 Newfield Ave Apt 37 Wthby, CT 06708 203-754-5320

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SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per cust. (11,088.-)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Sat

1:00 PM - 6:00 PM

Sun

1:00 PM - 6:00 PM

11-14-23

To

3-30-24

USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with School Building Permit)

APPLICANT/ORGANIZATION: EMAA

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: General / Gym

DATE(S): 11/14/23

TIMES: Sat 1:00pm - 6:00 pm

DATE(S): 3/30/24

TIMES: Sun 1:00 pm - 6:00 pm

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

9/17/23  
Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived

\$ \_\_\_\_\_  
Building Usage Fees

\$ 11,088.-  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST \_\_\_\_\_  
Clerk, Board of Education



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

CONTRACT#

Oliver Macklin AD

APPLICANT Principal Christa Chodkowski NAME OF ORGANIZATION Catholic Academy Waterbury  
ADDRESS 386 Robarwood Rd Waterbury, CT 06708 TELEPHONE # 203-756-5313  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Gilman DATES Dec 14, 17 ROOM(S) Gym-Basketball  
OPENING TIME 8:30 AM CLOSING TIME 4:30 PM PURPOSE Basketball Games 3  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20-30 per game CHILDREN 8-12  
SIGNATURE OF APPLICANT Oliver Macklin DATE 9/28/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Individual Coaches - Oliver Macklin, Carl Parks, Eric Parks, Ray Johnson, Tiffany Velazquez, Don Shivas

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUST. (2) (\$1,512)  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES  
WAIVER REQUEST

(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: Catholic Academy Waterbury

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gymnasium

DATE(S): 12/16/23

TIMES: 8:30 A.M. - 4:30

DATE(S): 12/17/23

TIMES: 8:30 A.M. - 4:30

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

9/27/23  
Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 1512.5  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk, Board of Education

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

CONTRACT#

APPLICANT Andre Johnson NAME OF ORGANIZATION TEAM LOCKED IN

ADDRESS 110 Buckingham St. Waterbury, CT 06710 TELEPHONE # 203.870.5269  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Bucks Hill DATES EST. - Jan. 29, 2024 ROOM(S) Gym, 1 classroom

OPENING TIME 10 AM CLOSING TIME 2 pm PURPOSE Mentoring, basketball, games, practices

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-8 CHILDREN 10-50

SIGNATURE OF APPLICANT [Signature] DATE

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Andre Johnson 110 Buckingham St. Waterbury, CT 06710 (203) 870-5269

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. AJ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR SERVICE (3.150)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3462

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with State Building Permit)

APPLICANT/ORGANIZATION: TEAM LOCKED IN

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Gym, 1 classroom

DATE(S): OCT. - Jan. 29, 2024

TIMES: 10 AM - 2 PM

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

June 9, 2023  
Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 3,150.5  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST \_\_\_\_\_  
Clerk, Board of Education

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

CONTRACT#

*hook*  
APPLICANT RICHARD GODSIL NAME OF ORGANIZATION E.M.A.A  
ADDRESS 107 NEWFIELD AVE APT 37 TELEPHONE # 754-5320  
(street) (city) (state) (zip code)

SCHOOL REQUESTED W. Cross DATES \* 3 dates ROOM(S) Cafe  
OPENING TIME 5:00p CLOSING TIME 7:00p PURPOSE BASKETBALL - Sign-ups  
ADMISSION (if any) NO CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN \_\_\_\_\_  
SIGNATURE OF APPLICANT [Signature] DATE 9-17-23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

RICH GODSIL 107 NEWFIELD AVE APT 37 754-5320

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE YES \_\_\_\_\_ NO

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

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Book

Monday - Friday

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

CONTRACT#

APPLICANT Rich Godsil NAME OF ORGANIZATION EMAA

ADDRESS 107 Newfield Ave Wthby CT 06708 TELEPHONE # 203-754-5320  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Norhall Cross DATES 1/11/23 - 2/20/24 ROOM(S) Gym

OPENING TIME 6:00 PM CLOSING TIME 9:00 PM PURPOSE Basketball

ADMISSION (if any) No CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 10

SIGNATURE OF APPLICANT Amir Mabel DATE 9/17/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Rich Godsil 107 Newfield Ave Apt 37 Wthby CT 06708 203-754-5320

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSITS \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Not Available 3/15 2/9 1/18  
3/22 2/16

11-13-23  
To  
3-29-24



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

CONTRACT#

Monday - Friday

Book

APPLICANT Rich Godsil NAME OF ORGANIZATION EMAA  
ADDRESS 107 Newfield Ave Apt 37 Waterbury CT 06708 TELEPHONE # 203-754-5320  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES 11/11/23 3/30/24 ROOM(S) Gym

OPENING TIME 6:00 PM CLOSING TIME 9:00 PM PURPOSE Basketball

ADMISSION (if any) No CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 10

SIGNATURE OF APPLICANT Rich Godsil DATE 9/17/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Rich Godsil 107 Newfield Ave Apt 37 Waterbury, CT 06708 203-754-5320

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



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

CONTRACT#

*Hook*  
*Maurice Mosley*  
APPLICANT Granville Academy NAME OF ORGANIZATION Granville  
ADDRESS 166 Redcoat Rd TELEPHONE # 203 598 4101  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Reed DATES Oct 24, 2023 ROOM(S) CAPE  
OPENING TIME 6.00 CLOSING TIME 7.30 PURPOSE open house - explaining program  
ADMISSION (if any) NA CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 CHILDREN 50  
SIGNATURE OF APPLICANT [Signature] DATE 9/13/23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Same

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. MB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_  
SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

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

CONTRACT#

*Book*  
APPLICANT Michael Macary NAME OF ORGANIZATION Waterbury PAL  
ADDRESS 64 Divisien St Waterbury CT TELEPHONE # (803) 585-3583  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Chase DATES 9/19 - 11/30/23 ROOM(S) Gym  
OPENING TIME 6pm CLOSING TIME 9pm PURPOSE Basketball practice  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS \_\_\_\_\_ CHILDREN \_\_\_\_\_  
SIGNATURE OF APPLICANT Michael Macary DATE 9-18-23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Michael Macary  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. MM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE YES OK \_\_\_\_\_ NO

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

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

CONTRACT#

*Book*

APPLICANT Michael Macary NAME OF ORGANIZATION Waterbury PAL  
ADDRESS 64 Division St Waterbury CT TELEPHONE # (803) 585-3583  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Kennedy DATES 9/21 - 12/14/23 ROOM(S) Aux Gym  
OPENING TIME 7 pm CLOSING TIME 9 pm PURPOSE Basketball Practice  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS \_\_\_\_\_ CHILDREN \_\_\_\_\_  
SIGNATURE OF APPLICANT Michael Macary DATE 9-18-23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Michael Macary  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. MM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_  
SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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Tues  
&  
Thurs

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

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DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Ruth Barry NAME OF ORGANIZATION Gilmarlin Community Club

ADDRESS 109 Long Meadow Drive 06706 TELEPHONE # 755-1652  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Gilmarlin DATES Tues. Oct. 12<sup>th</sup> ROOM(S) Cafe

OPENING TIME 7 pm CLOSING TIME 9 pm PURPOSE meeting

ADMISSION (if any) — CHARGE TO BE DEVOTED TO —

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15-20 CHILDREN —

SIGNATURE OF APPLICANT Ruth Barry DATE 9-21-23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

SAME

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. RB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: —

RENTAL FEES: —

MISCELLANEOUS FEES: —

SECURITY DEPOSIT \$ — INSURANCE COVERAGE — YES — NO —

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

ALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE — SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

CONTRACT#

NEST /  
Neighborhood Housing Services of Waterbury

APPLICANT Ian Blake NAME OF ORGANIZATION \_\_\_\_\_

ADDRESS 193 Grand st., 3rd floor, Waterbury, CT 06702 TELEPHONE # 203.753.1896  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Duggan School DATES October 24, 2023 ROOM(S) Cafe

OPENING TIME 5:30 pm CLOSING TIME 7:45 pm PURPOSE Community Info Session

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 - 25 CHILDREN \_\_\_\_\_

SIGNATURE OF APPLICANT [Signature] DATE 9/26/2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Ian Blake / 193 Grand St., 3rd floor, WTB, CT 06702 / - 203-753-1896

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. [Signature] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



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

CONTRACT#

*Book*

APPLICANT Rabbi Yerachmiel Karr NAME OF ORGANIZATION Yeshiva K'tana of Waterbury  
ADDRESS 142 Elm Street, Waterbury, CT 06706 TELEPHONE # 203-528-4147 Ext. 113  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Maloney Interdistrict Magnet School DATES Sunday, November 12th, 2023 ROOM(S) Outdoor Parking Lot  
OPENING TIME 10:30 A.M. CLOSING TIME 12:30 P.M. PURPOSE Additional Parking Space  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 parking spots CHILDREN \_\_\_\_\_  
SIGNATURE OF APPLICANT *Yerachmiel Karr* DATE Tuesday, September 26, 2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Rabbi Yerachmiel Karr 203-558-4475

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. *J.H.* (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6983 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

*parking  
LOT  
only*

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

CONTRACT#

Oliver Macklin AD

APPLICANT Principal Christa Chodkowski NAME OF ORGANIZATION Catholic Academy Waterbury  
ADDRESS 386 Roburwood Rd Waterbury, CT 06708 TELEPHONE # 203-756-5313  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Gilman DATES Nov 2, 2023 - March 15, 2024 ROOM(S) Gym - Basketball  
OPENING TIME 10pm CLOSING TIME 9:00 pm PURPOSE Basketball Games & Practice  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20-30 per game CHILDREN 8-12  
SIGNATURE OF APPLICANT Oliver Macklin DATE 9/28/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Individual Coaches - Oliver Macklin, Carl Parks, Eric Parks, Ray Johnson, Tiffany Velazquez, Don Shivas  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. \_\_\_\_\_ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Monday  
Tuesday  
Thursday  
Friday

11/2/23 -  
3-15-24

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

CONTRACT#

APPLICANT Terry Inabinett NAME OF ORGANIZATION CT Royalty  
ADDRESS 9 Alcott Rd. Wolcott CT 06716 TELEPHONE # 2039826442  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Rotella DATES 10/1-11/9 ROOM(S) Gym  
OPENING TIME 6pm CLOSING TIME 9pm PURPOSE Youth basketball practice  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 25  
SIGNATURE OF APPLICANT Terry Inabinett DATE 10/1/2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terry Inabinett 2039826442

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TE (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian



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

CONTRACT#

APPLICANT Andre Johnson NAME OF ORGANIZATION TEAM LOCKED IN  
ADDRESS 110 Buckingham St. Waterbury, CT 06710 TELEPHONE # 203.870.5269  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Bucks Hill DATES Oct. - Jan. 29, 2024 ROOM(S) Gym, 1 classroom  
OPENING TIME 5:30 PM CLOSING TIME 9 PM PURPOSE Mentoring, basketball, games, practices  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-8 CHILDREN 10-50  
SIGNATURE OF APPLICANT [Signature] DATE \_\_\_\_\_  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Andre Johnson 110 Buckingham St. Waterbury, CT 06710 (203) 870-5269  
In the event that the Board of Education should need to resort to legal proceedings to collect  
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's  
fees and court costs associated with said proceedings. AJ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ✓ YES \_\_\_\_\_ NO \_\_\_\_\_

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DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE:  
A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

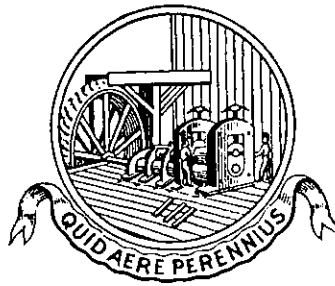
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE  
DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

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WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE  
SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

September 8, 2023

Amy Daugerdas  
15 Maywood St.  
Waterbury, CT 06704

Dear Ms. Daugerdas:

Your name is being certified to the Department of Education – Food Service for the position of Cafeteria Manager (Req. #2023173) at \$25.91 per hour.

Your official start date in this position was September 7, 2023.

Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

*Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.*

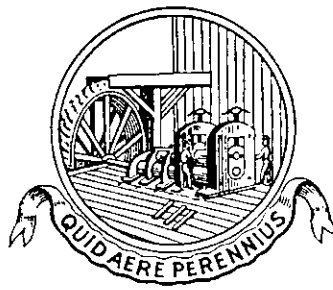
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Director of FS  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

September 11, 2023

**REVISED**

Chastity Hernandez  
136 Leffingwell Ave.  
Waterbury, CT 06710

Dear Ms. Hernandez:

Your name is being certified to the Department of Education – Food Service for the position of Cook (Req. #2024002) at **\$17.72 per hour.**

Your official start date in this position will be September 7, 2023.

Please contact Linda Franzese, Food Service Director at (203) 574-8195 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

*Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.*

Sincerely,

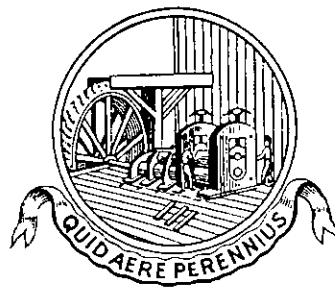
***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Director of FS  
File





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

September 11, 2023

**REVISED**

Diana Whitlock  
217 Moran St.  
Waterbury, CT 06704

Dear Ms. Whitlock:

Your name is being certified to the Department of Education – Food Service for the position of Cook (Req. #2023998) at **\$17.72 per hour.**

Your official start date in this position will be September 7, 2023.

Please contact Linda Franzese, Food Service Director at (203) 574-8195 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

***Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.***

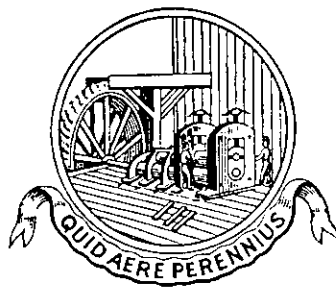
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Director of FS  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 11, 2023

**REVISED**

Leeana Rodriguez  
36 Chipman St.  
Waterbury, CT 06708

Dear Ms. Rodriguez:

Your name is being certified to the Department of Education – Food Service for the position of Cook (Req. #2023571) at **\$17.72 per hour.**

Your official start date in this position will be September 7, 2023.

Please contact Linda Franzese, Food Service Director at (203) 574-8195 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

*Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.*

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Director of FS  
File

**From:** [JOHN THERIAULT](#)  
**To:** [Carrie Swain](#)  
**Subject:** Re: Retirement from BOA  
**Date:** Tuesday, September 12, 2023 5:18:54 PM

---

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

Carrie,

OK JT

On Monday, September 11, 2023 at 02:50:54 PM EDT, Carrie Swain <[cswain@waterbury.k12.ct.us](mailto:cswain@waterbury.k12.ct.us)> wrote:

Hi. Got your message. We don't "read" at the meetings but I can put it in the communications if you'd like.

---

**From:** JOHN THERIAULT [<mailto:john.theriault@snet.net>]  
**Sent:** Wednesday, September 6, 2023 1:50 PM  
**To:** Ann Sweeney <[amsweens@snet.net](mailto:amsweens@snet.net)>; JOHN THERIAULT <[john.theriault@snet.net](mailto:john.theriault@snet.net)>; Carrie Swain <[cswain@waterbury.k12.ct.us](mailto:cswain@waterbury.k12.ct.us)>  
**Subject:** Retirement from BOA

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

Well Ann,

Now that you have decided to retire from the BOA, there are some comments that need to be made on your behalf!

Who has made more and bigger educational commitments than you, during nearly 2 decades of service to the City of Waterbury.

NO ONE!!! You have single handedly change the educational landscape for Education in Waterbury for years in the future,

from your progressive stance on attendance, improved standardized test scores, curriculum revision, promoting the vision for a new Career Academy High School, Magnet Schools, and so much more!!! Your involvement at CABA also demonstrated your leadership and commitment to the students in Waterbury and the State of Connecticut, You have become an icon and roll model for future educators to emulate, as we react to the future challenges in education. Yes, you will be missed, but your legacy will live on as we transition from pk-5 and Middle School to a PK-8 model for neighborhood schools. You have had the courage and tenacity to meet the educational challenges that are inherit for change in the future. Thanks for your spirit and drive and know you will be missed!!

Humbly, your friend and colleague,

John E. Theriault

Carrie, please copy the Superintendent

**From:** [Maria Taylor](#)  
**To:** [AMANDA NARDOZZI](#); [ANN SWEENEY](#); [Carrie Swain](#); [Darren Schwartz](#); [ELIZABETH BROWN](#); [Hector Navarro](#); [JUANITA HERNANDEZ](#); [LaToya Ireland](#); [Istanford@rep-am.com](#); [Margaret O'Brien](#); [MELISSA SERRANO ADORNO](#); [rharrison@partnersforel.org](#); [Rocco Orso](#); [THOMAS VAN STONE SR.](#); [Dr. Verna D. Ruffin](#)  
**Cc:** [Michael Matovu](#); [Michaela Barratt](#); [Robert Goodrich](#)  
**Subject:** WPS School Safety Task Force Testimony  
**Date:** Thursday, September 14, 2023 2:28:24 PM  
**Attachments:** [LT\\_BOE\\_Letter\\_SSTF\\_9142023.pdf](#)

---

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

Dear Commissioner Sweeney and Ms. Swain,

I request this communication and attachment be shared with commissioners and staff as well as be added to the official minutes of this meeting.

Thank you,

Lucien Taylor



P. O. Box 1309  
Waterbury, CT 06721-1309  
(203) 597-7456  
[info@racce.net](mailto:info@racce.net)  
[www.racce.net](http://www.racce.net)

Ann M. Sweeney  
President-Waterbury Board of Education  
Juanita Hernandez  
Vice President-Waterbury Board of Education  
236 Grand Street  
Waterbury, Connecticut 06702

September 13, 2023

**RE: Waterbury Public Schools School Safety Taskforce Report**

President Sweeney and esteemed members of the Waterbury Board of Education

My name is Lucien Taylor and I'm a Kennedy High School senior and student organizer for RACCE. I have lived in Waterbury my entire life, attending Waterbury public schools for 11 years. I have firsthand experience with the safety measures currently in place in Waterbury Public Schools (WPS), including witnessing arrests. I am testifying about my experience with the WPS Task Force's processes and my concerns for the Task Force's future actions.

To begin: according to the information I received from other participants of the Task Force, the meetings were invite-only. This meant that the Task Force leaders chose which people attended, and ultimately, which issues and solutions were presented. While the issues were considered in a fair manner, choosing attendees inherently skewed the process.

Including myself, there were only two students in the room. The majority of attendees were white, cisgender adults, with roots in criminal justice and clearly support policing in schools without knowledge of alternatives. This created a power dynamic, where the opinions of people of color, people with differing views on policing, and students were outnumbered, rather than equally represented. Notably, a representative for the mayor called students "offenders".

In a specific case, whilst assessing the priorities of various issues, the issue of staff holding implicit racial biases towards students was met with silence. It was up to myself, the other RACCE members attending, and the facilitator to affirm **that unchecked racial bias is a safety issue** in Waterbury Public Schools.

For example, there was an incident in the 2021-22 school year where a Black Wilby student was physically attacked by a white male teacher for five minutes; there is clear video of evidence of this incident. Afterward, the student felt unsafe and could no longer healthily return to school. With this knowledge, the lack of response from the other attendees was astounding. The lack of these issues being discussed means these types of safety issues were ignored by the Task Force.

Historically, WPS has the largest school-to-prison pipeline in the state. Because of this, it is RACCE's belief that addressing the root causes of school-based violence and disruptions should be the Task Force's focus. School Resource Officers, policing, and surveillance are reactionary solutions that do not fix the problem. They only intensify the prison-like environments in Waterbury schools. No child should have to feel as though they're in a prison, especially while at school.

Furthermore the Task Force did not provide the space or time to discuss recently passed legislation that the school district must be in compliance that addresses school safety and climate.<sup>1</sup>

This school year, WPS has decided to add at least two more SROs. In April of 2022, this Board voted to invest \$1,868,892.76 on school surveillance upgrades. If the Board decides to invest into more policing as a conclusion to the issues presented, RACCE asks that investment towards restorative or socially response solutions is at least the same amount. We also ask that the Task Force's meetings and work continue, so that we can continue to monitor and give feedback on the progress of the enacted solutions. Many members of the Task Force agreed that we should not stop here.

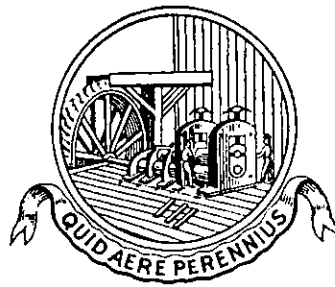
Sincerely,

Lucien Taylor  
Student Organizer  
RACCE  
lctaylor236@gmail.com

---

<sup>1</sup> Public Act No. 23-167 AN ACT CONCERNING TRANSPARENCY IN EDUCATION secs72-75: <https://www.cga.ct.gov/2023/ACT/PA/PDF/2023PA-00167-R00SB-00001-PA.PDF>





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 18, 2023

Elaine Greco  
35 Mountain Village Rd.  
Waterbury, CT 06706

Dear Ms. Greco:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806K) at \$15.55 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 28, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 21, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

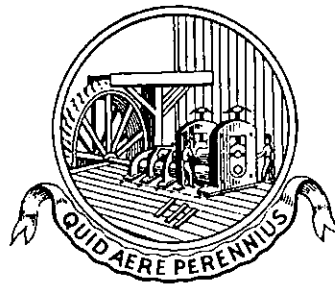
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. Of Schools  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 18, 2023

Mildred Johnson  
23 Highland Ave.  
Waterbury, CT 06708

Dear Ms. Johnson:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806L) at \$15.55 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 28, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 21, 2023 at your regular scheduled time.

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Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

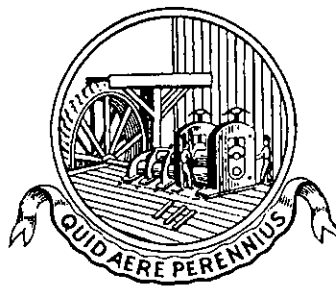
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. Of Schools  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 18, 2023

Lisa Lavertue  
256 Tudor St.  
Waterbury, CT 06704

Dear Ms. Lavertue:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806M) at \$15.55 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 28, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 21, 2023 at your regular scheduled time.

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Please call us prior to the orientation session if you should have any questions regarding the process.

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Again, welcome to the City of Waterbury.

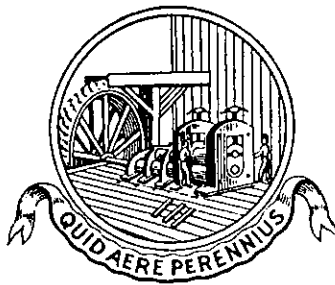
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. Of Schools  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 18, 2023

Lyz Rosas Rodriguez  
1873 North Main St., Apt. D  
Waterbury, CT 06704

Dear Ms. Rosas Rodriguez:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806N) at \$15.55 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 28, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 21, 2023 at your regular scheduled time.

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***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. Of Schools  
File

Carrie Swain

**From:** noreply@cabe.myenotice.com on behalf of CABA Policy Highlights  
<noreply@cabe.myenotice.com>  
**Sent:** Tuesday, September 19, 2023 11:50 AM  
**To:** Carrie Swain  
**Subject:** CABA Policy Highlights 9-19-2023

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**



## CABA Policy Highlights

*Jody I. Goeler, Senior Staff Associate for Policy Service*

The topic for the September 19, 2023 issue of the CABA Policy Highlights is the **CABA's Model Generative AI Policy and Regulation**.

This issue of the Policy Highlights also includes a link to CABA's AI Policy and Regulation for your district to review.

[Please click this link to download the PDF version of this Policy Highlights](#)

Connecticut Association of Boards of Education  
81 Wolcott Hill Road  
Wethersfield, Connecticut 06109  
Phone 860-571-7446 Fax 860-571-7452  
[www.cabe.org](http://www.cabe.org)



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# Connecticut Association of Boards of Education

*Jody I Goeler, Senior Staff Associate for Policy Service*

## PRESENTS POLICY HIGHLIGHTS

September 19, 2023

### **CABE's Policy and Regulation on Generative AI**

Beginning back in January, the CABE Policy Department began tracking the exploits of ChatGPT – its acceptable levels of achievement on medical and law board exams, attaining an MBA from the Wharton Business School with a B on the exam and writing a few good songs among many other pretty remarkable tasks. Now AI is being used in a district in Iowa to help determine which books should be banned.

In a recent EdWeek article (To Comply with State Law, An Iowa District Turns to AI to Decide Which Books to Banish, August 30, 2023), it's being reported, "An Iowa district has become the first to rely on artificial intelligence to determine which books to banish, in an attempt to comply with a state law that bans library materials with depictions of sex." Using AI to respond to the law resulted in 19 books being removed from the Mason City Schools, including *The Handmaid's Tale*, *Beloved*, and *Friday Night Lights*.

In response to using AI to be compliant with Iowa's law citing specific criteria for banning books, Deborah Caldwell-Stone, the director of the American Library Association's Office for Intellectual Freedom stated, "We always need to look to the individuals who've trained to do this work, who've educated themselves, spent time earning degrees, working with kids, gaining the experience to understand exactly what is needed for a student to learn and grow."

The superintendent attempted to justify his district's practice by noting that administrators turned to AI because "they didn't think they had the time to review each book before the start of the school year." He added, "We don't want to ban any books, but we have to comply with Iowa state law, and we have received no guidance from the state."

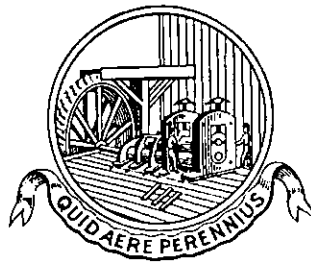
As we continue to engage in a world with increasingly sophisticated AI tools at our immediate disposal, law-making, policy development, and AI use will require increased scrutiny and critical judgment. One could easily see the temptation to pass laws and adopt policies with specific criteria. In addition, with all that is expected of school and district administrators, using AI shortcuts could also become a common occurrence. Just input a prompt with the keywords and let AI do the rest. Tragically, when bad laws or policies are adopted and AI is mindlessly deployed, students can become the victims of narrowing educational opportunities.



*A man whose wife of sixty years was dying. As she lay on her deathbed, he wanted to tell her how much she meant to him, but he couldn't figure out what to say. His granddaughter who happened to work in AI was with her grandfather and asked him some questions and proceeded to input the answers he provided into ChatGPT, which composed a poem (prompted of course). The poem perfectly captured his feelings about his wife that he couldn't develop himself. He read to her the poem line by line. He said it allowed him to know that he told her everything. (Rabbi Daniel S. Ross, Central Synagogue, Sept 16, 2023)*

In a short time, AI can amaze us and even bring us to tears. It can provide an easier pathway for cheating and plagiarism or assist a child with special needs to reach greater levels of academic achievement and self-expression.

CABE's model policy attempts to provide districts with direction and the necessary space to engage staff in important conversations while including them in decision-making. AI will continue to rapidly change bringing innovation and disruption, and districts must be nimble as they aim to exploit its benefits while mitigating the risks.



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

September 18, 2023

Syreeta Aidoo  
199 Tudor St.  
Waterbury, CT 06704

Dear Ms. Aidoo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of School Secretary – Duggan Elementary School (Req. #20240393 at \$26.62 per hour. Please contact Melissa DiGiovanni, Principal @ Duggan Elementary School at (203) 574-8775 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 21, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

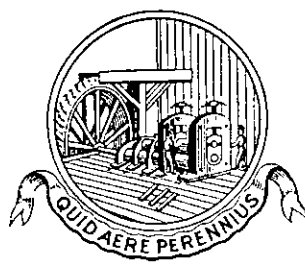
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Melissa DiGiovanni, Principal @ Duggan ES  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

September 19, 2023

Evelyn Almodovar  
128 Central Avenue, Apt. 1  
Waterbury CT 06702

Dear Ms. Almodovar:

We are pleased to receive your acceptance of our offer of employment for the position of Office Aide @ Hopeville Elementary School, Department of Education (Requisition #20240384 pending approval) at \$15.00 per hour.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 21, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the SEIU contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

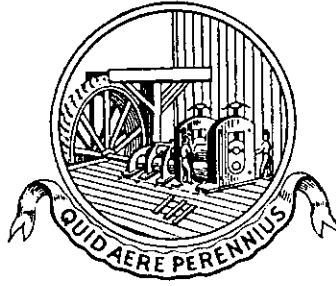
Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist  
NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Erika Lanza, Principal @ Hopeville ES  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 18, 2023

Leon Lawrence  
15 Byrneside Ave.  
Waterbury, CT 06704

Dear Mr. Lawrence:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I (Req #20240224) for the Department of Education.

In this position your starting compensation will be \$17.24 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be September 21, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

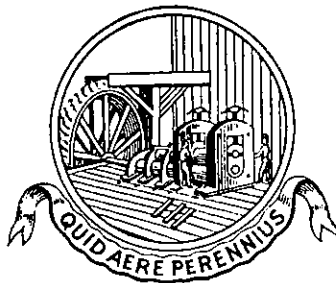
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 19, 2023

Dawn Williams  
53 Calumet St.  
Waterbury, CT 06710

Dear Ms. Williams:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240336) at \$16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, October 12, 2023 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 28, 2023 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

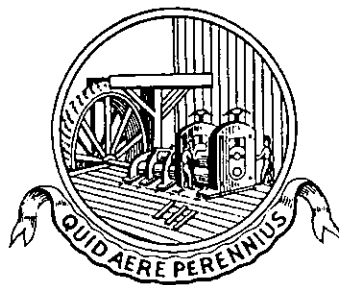
Sincerely,

***Nicholle West***

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 19, 2023

Michelle Rosa Marrero  
223 Wolcott St., Apt. Basement  
Waterbury, CT 06705

Dear Ms. Rosa Marrero:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240336) at \$16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

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We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

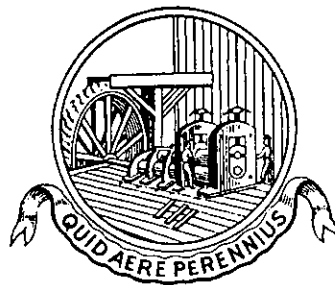
***Nicholle West***

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 19, 2023

Debra Jenkins  
134 Griggs St., Apt. 3  
Waterbury, CT 06704

Dear Ms. Jenkins:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240336) at \$16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

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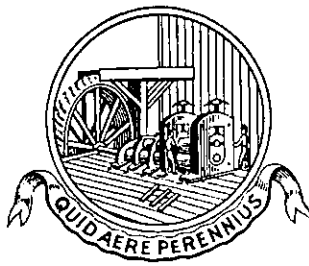
Sincerely,

***Nicholle West***

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

September 19, 2023

Christian Santiago  
182 Northridge Dr., Apt. 8  
Waterbury, CT 06708

Dear Mr. Santiago:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240354) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 28, 2023 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

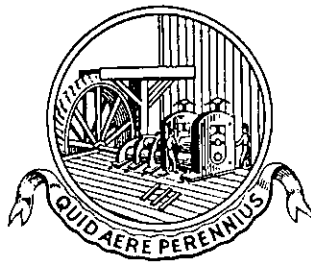
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 19, 2023

Jacarl Foy  
50 Wacona Ave.  
Waterbury, CT 06705

Dear Mr. Foy:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240237) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

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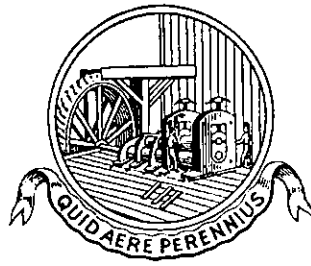
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



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The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 19, 2023

Oneil Wedderburn  
150 Morton Rd.  
Waterbury, CT 06705

Dear Mr. Wedderburn:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240245) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

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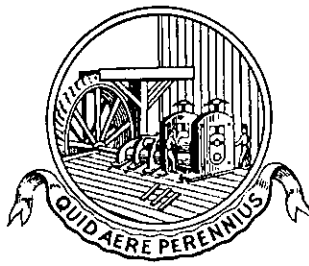
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



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Waterbury, CT 06702

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The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 19, 2023

Waldemar Hernandez  
47 Randolph Ave., Apt. 1  
Waterbury, CT 06710

Dear Mr. Hernandez

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240332) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

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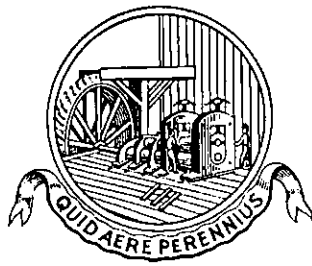
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

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The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 19, 2023

Todd Enamait  
1183 North Main St.  
Waterbury, CT 06704

Dear Mr. Enamait:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240334) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 28, 2023 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

Sincerely,

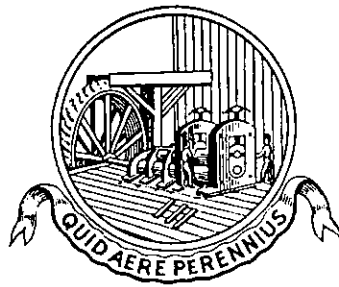
***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file





236 Grand Street  
Waterbury, CT 06702

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The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 20, 2023

Lauren Davino  
226 Atwood Ave.  
Waterbury, CT 06705

Dear Ms. Davino:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806J) at \$15.55 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 28, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 21, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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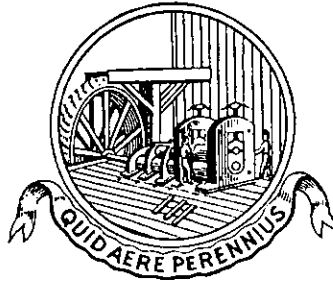
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. Of Schools  
File



236 Grand Street  
Waterbury, CT 06702

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**The City of Waterbury**

**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

September 20, 2023

Chaileen Rodriguez Perez  
187 Northridge Dr., Apt. 8  
Waterbury, CT 06708

Dear Ms. Rodriguez Perez:

This is to inform you that your request for a voluntary demotion to a Food Service Worker (Req. #20240366) in the Department of Education – Food Service has been approved. Your rate of pay in this new assignment will be \$17.48 per hour.

Your official start date in this position is September 21, 2023.

I hope that you are happy in your new assignment.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Director of Food Service  
File



## Connecticut Association of Boards of Education

81 Wolcott Hill Road, Wethersfield, CT 06109-1242 • (860) 571-7446 • Fax (860) 571-7452 • [www.cabe.org](http://www.cabe.org)

Elizabeth Brown  
President  
Waterbury

Leonard Lockhart  
First Vice President  
Windsor

Meg Scata  
Vice President  
for Government Relations  
Portland

John Prins  
Vice President  
for Professional Development  
Branford

Lon Seidman  
Secretary/Treasurer  
Essex

Donald Harris  
Immediate Past President  
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Christopher Wilson  
Executive Committee  
Member at Large  
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Lydia Tedone  
NSBA Director  
Simsbury

Patrice A. McCarthy  
Executive Director  
and General Counsel

Nicholas D. Caruso, Jr.  
Senior Staff Associate  
for Field Services

Jody Goeler  
Senior Staff Associate  
for Policy Services

Sheila McKay  
Senior Staff Associate  
for Government Relations

Lisa M. Steimer  
Senior Staff Associate  
for Professional Development  
and Communications

Conrad Vahlsing  
Senior Staff Attorney

Wendy DeBarge  
Coordinator of Finance  
and Administration

September 20, 2023

Ms. Ann Sweeney  
Waterbury Public Schools  
236 Grand Street  
Waterbury, CT 06702

Dear Ms. Sweeney:

Thank you for the resolution proposal that your board submitted to the CABE Resolutions Committee. Your proposal will go to the Delegate Assembly for action by the membership. The resolution will be accompanied by a Government Relations Committee recommendation to the membership. The recommendation for the resolution is listed below:

**Promoting Statewide Policy and Funding for Minority Teacher Recruitment:**

The Government Relations Committee recommends adoption.

We hope you will be able to attend the Delegate Assembly.

Sincerely,

Meg Scata  
Vice President for Government Relations

pc: ✓ Verna Ruffin, Superintendent  
Laurel Steinhauser, Resolutions Chairman  
Marion Manzo, CABE Area 1 Director

