

Committee Meeting Agenda/Minutes

Committee: BOE Building & School Facilities Committee			
Location: West Side Middle School 483 Chase Parkway	Date of Meeting: Thursday September 4, 2025	Start Time: 5:00 p.m.	Finish Time: Click or tap here to enter text.

Team Norms:
1. All meetings will start on time 2. All team members will agree to stay on specific agenda topics 3. A specific agenda will be set for all meeting

Commissioners Present:	Staff Present:
Click or tap here to enter text.	Click or tap here to enter text.

AGENDA			MINUTES
	Agenda Item	Time Allotted	• Motion • Motion by/seconded by • Vote tally
1.	Approval of SCG-042, Review of Final Plans, for the <i>Wendell L. Cross</i> Elementary School Rooftop Solar Photovoltaic Project (151-0310PV) ~ <i>N. Albini</i> .		Click or tap here to enter text.
2.	Approval of SCG-042, Review of Final Plans, for the <i>M. M. Generali</i> Elementary School Rooftop Solar Photovoltaic Project (151-0311PV) ~ <i>N. Albini</i> .		Click or tap here to enter text.
3.	Approval of SCG-042, Review of Final Plans, for the <i>Sprague</i> Elementary School Rooftop Solar Photovoltaic Project (151-0312PV) ~ <i>N. Albini</i> .		Click or tap here to enter text.
4.	Approval of SCG-042, Review of Final Plans, for the <i>B. W. Tinker</i> Elementary School Rooftop Solar Photovoltaic Project (151-0313PV) ~ <i>N. Albini</i> .		Click or tap here to enter text.
5.	Approval of SCG-042, Review of Final Plans, for the West Side Middle School Rooftop Solar Photovoltaic Project (151-0314PV) ~ <i>N. Albini</i> .		Click or tap here to enter text.
2.	Adjournment		Click or tap here to enter text.

Additional notes/minutes: Click or tap here to enter text.

Minutes prepared by: Click or tap here to enter text.

Project Manual for **Rooftop Solar Photovoltaic Projects at**

Wendell L. Cross Elementary School
M.M. Generali Elementary School
Sprague Elementary School
B.W. Tinker Elementary School
West Side Middle School

DESIGN/BUILD DOCUMENTS

Volume 1 of 1

Project Type – Bid/Design/Build Rooftop Solar Photovoltaic

Project Location:

Project Name	DAS Project ID	Address
Wendell L. Cross Elementary School	151-0310 PV	1255 Hamilton Ave, Waterbury, CT 06706
M.M. Generali Elementary School	151-0311 PV	3196 E Main St, Waterbury, CT 06705
Sprague Elementary School	151-0312 PV	1443 Thomaston Ave, Waterbury, CT 06704
B.W. Tinker Elementary School	151-0313 PV	809 Highland Ave, Waterbury, CT 06708
West Side Middle School	151-0314 PV	483 Chase Pkwy, Waterbury, CT 06708

Project Owner:

City of Waterbury: 235 Grand Street, Waterbury, CT 06702
Waterbury RFP #8595

Project Team**Project Manager:**

CSW Energy
 1 Prestige Drive, Suite 103
 Meriden, CT 06450

Legal Liaison:

Klee Sustainability Advisors
 33 North Racebrook Road
 Woodbridge, CT 06525

Building Inspector	Frank Baker	_____	___/___/2025
Fire Marshal	Tom Fitzgerald	_____	___/___/2025
Health Inspector	Richard Lee	_____	___/___/2025
ADA 504 Coord.	Geen Thazhampallath	_____	___/___/2025

Date: 08/20/2025

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Wendell L. Cross Elementary School - 151-0310 PV
M.M. Generali Elementary School - 151-0311 PV
Sprague Elementary School - 151-0312 PV
B.W. Tinker Elementary School - 151-0313 PV
West Side Middle School - 151-0314 PV

PROJECT TITLE PAGE
00 0101 - 2 of 2

Waterbury Five Schools Solar RFP #8595

DOCUMENT 00 0103 - PROJECT DIRECTORY

PROJECT: Rooftop Solar Photovoltaic Projects at the following sites:

Project Name	Address
M.M. Generali Elementary School	3196 E Main St, Waterbury, CT 06705
Sprague Elementary School	1443 Thomaston Ave, Waterbury, CT 06704
B.W. Tinker Elementary School	809 Highland Ave, Waterbury, CT 06708
Wendell L. Cross Elementary School	1255 Hamilton Ave, Waterbury, CT 06706
West Side Middle School	483 Chase Pkwy, Waterbury, CT 06708

OWNER: City of Waterbury
235 Grand Street
Waterbury, CT 06702

PROJECT TEAM:**Project Manager:**

CSW Energy
1 Prestige Drive, Suite 103
Meriden, CT 06450

Legal Liaison:

Klee Sustainability Advisors
33 North Racebrook Road
Woodbridge, CT 06525

END OF DOCUMENT 00 0103

Wendell L. Cross Elementary School - 151-0310 PV
M.M. Generali Elementary School - 151-0311 PV
Sprague Elementary School - 151-0312 PV
B.W. Tinker Elementary School - 151-0313 PV
West Side Middle School - 151-0314 PV

PROJECT DIRECTORY
00 0103 - 1 of 1

Waterbury Five Schools Solar RFP #8595

DOCUMENT 00 0110 – TABLE OF CONTENTS**INTRODUCTORY INFORMATION**

Document 00 0101	Project Manual Title Page
Document 00 0103	Project Directory
Document 00 0110	Table of Contents

BIDDING AND CONTRACT REQUIREMENTS

Document 00 1113	Advertisement for Bids
Document 00 1116	Invitation to Bid
Document 00 3116	Project Budget Information
Document 00 4153	Bid Form – Design/Build (Single Prime Contract)
Document 00 4513	Proposer Qualifications
Document 00 4519	Non-Collusion Affidavit
Document 00 5253	Agreement Form – Owner/Design-Builder for a Stipulated Sum
Document 00 6333	Supplemental Instruction Form
Document 00 6357	Change Order Request Form
Document 00 6363	Change Order Form

END OF DOCUMENT 00 0110

DOCUMENT 00 0113 – ADVERTISEMENT FOR BIDS

LEGAL NOTICE

**WATERBURY PUBLIC SCHOOLS REQUEST FOR PROPOSALS (RFP) FOR
FIVE (5) ROOFTOP SOLAR PHOTOVOLTAIC PROJECTS
WATERBURY RFP #8595**

Project Name	DAS Project ID
Wendell L. Cross Elementary School	151-0310 PV
M.M. Generali Elementary School	151-0311 PV
Sprague Elementary School	151-0312 PV
B.W. Tinker Elementary School	151-0313 PV
West Side Middle School	151-0314 PV

[Month] [Day], 2025

The City of Waterbury and the Waterbury Public Schools (collectively, the “City”) seek proposals from solar development companies (each a “Proposer”) to design and build a rooftop solar photovoltaic system (“System” or “Project”) at the above listed sites (“Site” or “Facility”). Each Proposer **MUST** be a Connecticut Department of Administrative Services (“CT DAS”) Prequalified Construction Contractor in the SOLAR ELECTRIC classification in order to be eligible to submit a proposal for this RFP.

CSW Energy (“CSW”) and Klee Sustainability Advisors (“KSA”) comprise the Project Team (“Project Team”) and are supporting the City on this Request for Proposals (“RFP”).

The RFP is available electronically at the following sites:

City of Waterbury Procurement Portal: <https://waterburyct.procureware.com/Bids>

CT DAS Contracting Portal https://biznet.ct.gov/SCP_Search/default.aspx?Src=CISplash

It is the Proposer’s responsibility to be aware of any updates or addendums to the RFP.

Proposers must submit two (2) printed, signed original copies of their entire Proposal, and one (1) electronic copy of their entire Proposal in PDF format, on a USB flash drive or memory

Wendell L. Cross Elementary School - 151-0310 PV
M.M. Generali Elementary School - 151-0311 PV
Sprague Elementary School - 151-0312 PV
B.W. Tinker Elementary School - 151-0313 PV
West Side Middle School - 151-0314 PV

ADVERTISEMENT FOR BIDS
00 0113 – 1 of 2

Waterbury Five Schools Solar RFP #8595

stick. Proposers shall submit their proposals in a sealed envelope and clearly marked on the outside "Waterbury RFP #8595 / State Project Nos. 151-0310 PV, 151-0311 PV, 151-0312 PV, 151-0313 PV, 151-0314 PV" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted.

Proposals are to be in Waterbury City Hall, Purchasing Office, Room 103, 235 Grand Street, Waterbury, CT 06702, no later than **[TIME] am on [Month] [Day], 2025**, at which time they will be publicly opened. Proposals received after the submission date will not be considered.

The City reserves the right to amend or terminate this RFP, accept or reject any proposals, waive any informalities or non-material deficiencies in a proposal, and select the proposal from a Proposer that, in the City's sole discretion and judgment, will be in the City's best interests. The City's decision shall be final, shall not be subject to review or appeal, and may be based on any criteria in the City's sole discretion, including but not limited to price, contract terms, and the experience of the Proposer.

Any contracts shall be preceded by a preliminary Notice of Selection and thereafter be contingent and non-binding until all approvals are received from applicable regulatory agencies and City authorities, and successful execution of the Construction Contract.

END OF LEGAL NOTICE

END OF DOCUMENT 00 1113

Wendell L. Cross Elementary School - 151-0310 PV
M.M. Generali Elementary School - 151-0311 PV
Sprague Elementary School - 151-0312 PV
B.W. Tinker Elementary School - 151-0313 PV
West Side Middle School - 151-0314 PV

ADVERTISEMENT FOR BIDS
00 0113 – 2 of 2

Waterbury Five Schools Solar RFP #8595

DOCUMENT 00 0116 – INVITATION TO BID**PART 1 – GENERAL****1.1 PROJECT INFORMATION**

- A. Notice to Proposers: Qualified Proposers are invited to submit proposals for the Project as described in this Document according to the Instructions to Proposers.
- B. Project Identification: Waterbury RFP #8595 at the following Sites:

Project Name	DAS Project ID	Address
Wendell L. Cross Elementary School	151-0310 PV	1255 Hamilton Ave, Waterbury, CT 06706
M.M. Generali Elementary School	151-0311 PV	3196 E Main St, Waterbury, CT 06705
Sprague Elementary School	151-0312 PV	1443 Thomaston Ave, Waterbury, CT 06704
B.W. Tinker Elementary School	151-0313 PV	809 Highland Ave, Waterbury, CT 06708
West Side Middle School	151-0314 PV	483 Chase Pkwy, Waterbury, CT 06708

- C. Owner: **City of Waterbury**, 235 Grand Street, Waterbury, CT 06702
 - 1. Purchasing Agent: Kevin McCaffery, Director of Purchasing, City of Waterbury, 235 Grand Street, Room 103, Waterbury, CT 06702; (203) 574-6747.
- D. Project Manager: CSW Energy, 1 Prestige Drive, Suite 103, Meriden, CT 06450
 - 1. Project Manager's Representative: Sam Dziekan, sam@cswenergy.com
- E. Brief Project Description
 - 1. The Project involves the design and construction of turnkey, front-of-meter rooftop solar photovoltaic systems on recently replaced roof sections at the sites. The systems will include a data acquisition system and a lobby-mounted kiosk to display real-time energy production for educational and public engagement purposes.

Wendell L. Cross Elementary School - 151-0310 PV
M.M. Generali Elementary School - 151-0311 PV
Sprague Elementary School - 151-0312 PV
B.W. Tinker Elementary School - 151-0313 PV
West Side Middle School - 151-0314 PV

INVITATION TO BID
00 0110 – 1 of 45

Waterbury Five Schools Solar RFP #8595

2. Safe-harbor of federal tax incentives. The City plans to work with any Selected Proposer to try to meet the requirements for safe-harbor of the federal Investment Tax Credits for solar installations that commence construction on or before December 31, 2025.

F. Construction Contract:

1. Proposals will be received for the following work (“Work”): Proposals will be received for a Design/Build Contract with a qualified solar electric contractor (“Contractor”). The Work includes providing fully operational front-of-meter rooftop solar photovoltaic systems on designated roof sections at the Sites, as well as integration of data acquisition systems and public-facing display kiosks.

G. Funding Sources: The Project is paid for in part by state funds provided by the Connecticut Department of Administrative Services, Office of Grant Administration.

H. Tax Exempt: The City of Waterbury is exempt from State Sales Tax under Connecticut General Statutes Chapter 219, Section 12-412(1)(A).

I. Key Dates:

- | | | |
|-----|-------------------------------------|---|
| 1. | RFP Release | [Month] [Day], 2025 |
| 2. | Non-mandatory site visit | [+ 7 days], 2025 |
| 3. | Request for Information (RFI) Due | [+7 days], 2025 |
| 4. | RFI Responses | [+ 7 days], 2025 |
| 5. | Proposals due | [+ 14 days], 2025 |
| 6. | Preliminary Notice of Selection | [+ 14 days], 2025 |
| 7. | Submit Selection to City, BOA & BOE | Within 45 days of Preliminary Notice of Selection |
| 8. | Contracts executed | Ten days after City, BOA & BOE Approval of Selection |
| 9. | Presentation of final design to DAS | Sixty (60) days after Contract execution |
| 10. | Project completion on or before | December 31, 2027 |

1.2 COST FOR PREPARING AND OWNERSHIP OF PROPOSALS

- A. The costs incurred by Proposers in developing their proposals are their sole responsibility, and the City, the BOE, and CSW & KSA shall have no liability for such cost.
- B. All proposals submitted shall become the City's property and will not be returned to the Proposers.

1.3 DOCUMENTS

- A. Online Procurement and Contracting Documents: Obtain access on **[Month]** **[Day], 2025** on the following websites:

City of Waterbury Procurement Portal: <https://waterburyct.procureware.com/Bids>

CT DAS Contracting Portal https://biznet.ct.gov/SCP_Search/default.aspx?Src=CISplash

- B. Any addenda will be posted to the Waterbury Procurement Portal and the CT DAS contracting portal. All Proposers are responsible for checking for new addenda.

1.4 NON-MANDATORY SITE VISIT

- A. A non-mandatory site visit for prospective Proposers to view the conditions at the Sites will commence at **[TIME] on [Month] [Day], 2025** in the order listed below:

Time	Project Name	Address
TBD	M.M. Generali Elementary School	3196 E Main St, Waterbury, CT 06705
TBD	Wendell L. Cross Elementary School	1255 Hamilton Ave, Waterbury, CT 06706
TBD	B.W. Tinker Elementary School	809 Highland Ave, Waterbury, CT 06708
TBD	West Side Middle School	483 Chase Pkwy, Waterbury, CT 06708
TBD	Sprague Elementary School	1443 Thomaston Ave, Waterbury, CT 06704

Wendell L. Cross Elementary School - 151-0310 PV

M.M. Generali Elementary School - 151-0311 PV

Sprague Elementary School - 151-0312 PV

B.W. Tinker Elementary School - 151-0313 PV

West Side Middle School - 151-0314 PV

INVITATION TO BID

00 0110 – 3 of 45

Waterbury Five Schools Solar RFP #8595

- B. Prospective Proposers will be required to sign-in at commencement of the site visit. The sign-in sheet will be posted on the City Purchasing Department website. Copies will not be made available at the site visit, nor will they be faxed out.
- C. All requests for information will be answered in writing as specified below in Section 1.5 on Requests for Information / Addenda.

1.5 REQUESTS FOR INFORMATION / ADDENDA

- A. If any Proposer contemplating submitting a proposal for the construction of the work is in doubt as to the true meaning of any part of the Project Manual or proposed contract documents, or finds discrepancies in or omissions from any part of the Project Manual or proposed contract documents, the Proposer may submit a written Request for Information (RFI) in the time and manner indicated below.
- B. RFIs must be directed to the City of Waterbury ProcureWare website for RFP# 8595, at <https://waterburyct.procureware.com/Bids>
- C. Written RFIs will not be accepted after [TIME] PM on [Month] [Day], 2025. The Proposer submitting the request shall be responsible for its prompt delivery.
- D. Responses to RFIs will be in the form of **an addendum that will be posted approximately [Month] [Day], 2025** at the close of business to the City of Waterbury Procurement Portal: <https://waterburyct.procureware.com/Bids>.

The City will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

- E. It is the responsibility of each Proposer to retrieve addenda from the website.
- F. Any contact about this proposal between a Proposer and any other City official and/or department manager and/or City employee, other than as set forth above, may be grounds for disqualification of that Proposer.

- G. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

1.6 PROPOSAL SUBMITTAL AND OPENING

- A. Proposers must submit two (2) printed, signed original copies of their entire Proposal, and one (1) electronic copy of their entire Proposal in PDF format, on a USB flash drive or memory stick.
- B. Proposers shall submit their proposals in a sealed envelope and clearly marked on the outside "Waterbury RFP #8595 / State Project Nos. 151-0310 PV, 151-0311 PV, 151-0312 PV, 151-0313 PV, 151-0314 PV" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted.
- C. Proposals are to be in the Waterbury City Hall, Purchasing Office, Room 103, 235 Grand Street, Waterbury, CT 06702, **no later than [TIME] on [Month] [Day], 2025**, at which time they will be publicly opened. Proposals received after the submission date will not be considered.
- D. All proposals will be received and analyzed by the District and the Project Team. The Project Team will provide a recommendation and ranking of the proposals to the District. The District will ultimately select the winning proposal and execute a Design/Build contract with the awarded Proposer.

1.7 PROPOSER QUALIFICATIONS

- A. Proposers must be properly licensed under the laws governing their respective trades and be able to obtain insurance required for the Work. Insurance in a form acceptable to the Owner, described herein, will be required of the successful Proposer.
- B. Proposers must meet all current State of Connecticut Department of Administrative Services requirements under Connecticut General Statutes Sections 4a-100 and 4b-91, including but not limited to the requirement that Proposers shall be Pre-Qualified and registered with the State of Connecticut Department of Administrative Services as a Solar Electric Contractor.

1. Each Proposer **MUST** be a Connecticut Department of Administrative Services (“CT DAS”) Prequalified Construction Contractor in the Solar Electric classification in order to be eligible to submit a proposal for this RFP. Information on how to apply to the CT DAS Construction Contractor Prequalification Program can be found at: <https://portal.ct.gov/DAS/Procurement/PreQual/DAS-Construction-Contractor-Prequalification-Program>. **Note that it may take 60 or more days to receive a final determination on your Construction Contractor Prequalification application.** Proposers interested in this RFP should obtain their CT DAS Construction Contractor Prequalification as soon as possible.
 2. The Pre-Qualification must be in place at the time of proposal submission and remain active and in good standing throughout the project.
 3. Proof of Pre-Qualification as a Solar Electric Contractor, and the related “DAS Update (Bid) Statement” **must be submitted with the proposal**, as required by Conn. Gen. Stat. Sections 4a-100 and 4b-91.
 4. If a solar developer has partnered with a registered Solar Electrical Contractor with the State of Connecticut Department of Administrative Services then this must be reflected in the Proposal. In this scenario, the registered Solar Electric Contractor will serve as the prime contract counterparty in the agreement with the District.
- C. Proposers shall submit with the proposal a list of three (3) successfully completed rooftop solar photovoltaic projects, with references and contact information, for projects of a similar scope and size completed within the last three (3) calendar years to be considered for award of the contract.
- D. This Proposer Qualifications section shall include a company overview and relevant experience.
1. Highlight key personnel and subcontractors who will be assigned to this project.
 2. Describe their respective experiences and skills with the development, engineering and installation of commercial and municipal projects.
 3. Describe how this experience is relevant to the projects outlined in the RFP.

4. Highlight the relevant licenses and certifications held by these key personnel.

1.8 BID BOND / BID SECURITY

- A. A five (5) percent Bid Bond or equal approved security must be submitted with the proposal. Any proposal submitted without such security will be excluded from the RFP process. No exceptions.
- B. The Bid Bond furnished, as proposal security, must be duly executed by the Proposer as principal. It must be in the amount equal to five percent (5%) of the total estimated proposal, as guarantee that, in case the contract is awarded to the Proposer, the Proposer will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.
- C. Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated proposal.
- D. All Bid Bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policyholders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the City. The City always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the Proposer shall be deemed non-responsive. A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm
- E. Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any proposal not accompanied by such security will be excluded from consideration.

1.9 PERFORMANCE AND LABOR AND MATERIAL BOND

- A. The successful Proposer, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of

Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

- B. In the event that the successful Proposer, where required to provide evidence of insurance and a performance bond does not do so before beginning work, the City reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the City.
- C. All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policyholders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the City. The City always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated. A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

1.10 BOND REQUIREMENT – NON-RESIDENT CONSTRUCTION CONTRACTORS

- A. Any non-resident construction contractor should follow the State Department of Revenue Services Guidance on furnishing security for Connecticut taxes arising from jobs performed in Connecticut, as found in <https://portal.ct.gov/DRS/Publications/Special-Notices/2012/SN-2012-2>

1.11 COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)

- A. The District is an Affirmative Action, Equal Opportunity Employer. Minority and/or Women's Business Enterprises are encouraged to apply.
- B. All Proposers must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.

- C. All Proposers must complete, sign, and return the “CHRO Contract Compliance Regulations Notification to Bidders” form to the District at the time of proposal opening. Proposals not including this form will be considered incomplete and rejected. This form is attached at Exhibit 1, and can also be found at <http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>
- D. The successful Proposer shall set a goal of twenty-five per cent (25%) of the state-funded portion of the contract for award to eligible subcontractors holding current small business enterprise (SBE) certification from the DAS under the provisions of C.G.S. 4a-60g. Of the portion of contracts set aside for SBE’s, a goal of twenty-five percent (25%) (or 6.25% of the value of the entire contract funded by the state) must be set aside for awards to eligible contractors holding current minority business enterprise certification (i.e.: DAS certified Minority (“MBE”), Women (“WBE”) and/or Disabled (“DisBE”) owned businesses). The contractor, general contractor, construction manager at risk must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.
- D. The successful Proposer shall file within 30 days following the intent to award notice, an Affirmative Action Plan or Set Aside plan. This plan must be approved by the CHRO prior to the award of the construction contract.

1.12 GENERAL SCOPE OF THE WORK

- A. Proposers shall include in their proposal all labor, materials, equipment, and services necessary for the performance and completion of all Work. This includes but is not limited to designing and building a turnkey and fully operational behind the meter rooftop solar photovoltaic systems on the roofs of the Sites.
 - a. Table 1 below identifies the type of new roof in place at each school, and its warranty term.

Table 1: Roof summary information

Project Name	DAS Project ID	Roof Type	Warranty Term Years (Expiration Date)
Wendell L. Cross Elementary School	151-0310 PV	Asphalt Shingle and TPO	50 Years (7/30/2071)
M.M. Generali Elementary School	151-0311 PV	Built-Up Roof	25 Years (12/14/2047)
Sprague Elementary School	151-0312 PV	Built-Up Roof & Standing Seam	30 Years (09/24/2054)
B.W. Tinker Elementary School	151-0313 PV	Built-Up Roof	30 Years (09/24/2054)
West Side Middle School	151-0314 PV	EPDM	30 Years (08/22/2047)

b. Refer to “Section 2.8 Roof Warranties” for additional information

1.13 BACKGROUND CHECKS AND SUBCONTRACTORS

- A. All personnel of the awarded Proposer, including those of their subcontractors are subject to a background check at the expense of the Proposer. The awarded Proposer and any subcontractors must submit their licenses to the District for the background check.
- B. The use of subcontractors by the awarded Proposer is acceptable. However, the awarded Proposer is responsible for the entirety of the contract performance. The City reserves the right to approve all subcontractors.

1.14 FUNDING AND EMPLOYMENT CONDITIONS – PREVAILING WAGES

- A. Due to funding sources for this Project, the Contract requires compliance with certain Federal State, and/or local requirements for wages paid by the Contractor, and conditions of employment.
- B. Wages paid to a mechanic, laborer or workman employed for the Work of this Project shall be at a rate equal to the rate customary or prevailing for the same

Wendell L. Cross Elementary School - 151-0310 PV
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West Side Middle School - 151-0314 PV

INVITATION TO BID
00 0110 – 10 of 45

Waterbury Five Schools Solar RFP #8595

work in the same trade or occupation. These customary or prevailing rates for wages have been determined by the State of Connecticut, and specifically identified for this Project.

- C. The Connecticut State Department of Labor has determined that this Project is subject to the prevailing wage requirements stipulated by Connecticut General Statute Section 31-53. The Contractor shall submit weekly, to the Owner, a payroll certification and a certified statement of compliance, in accordance with Public Act 93-392.
- D. Prior to receiving Final Payment, the Contractor shall certify to the Owner, that the wage paid to each mechanic, laborer, and workman for this Project was equal to or greater than the applicable prevailing rate.
- E. In addition to local ordinances, on which the above requirements are established, the Contractor shall comply with the applicable provisions of the Labor Laws enacted by the State of Connecticut, administered by the State Department of Labor.
- F. The following excerpt from 1963 Public Act 240, Section 1, is included for reference: "The wages paid on an hourly basis to any mechanic, laborer, or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-78 of the General Statutes, 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 projects is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for classification on each pay day."
- G. In the event that there is no prevailing wage rate set for the specific occupation or trade of a mechanic, laborer, or workman who is employed for the Work of this Project, the Contractor shall notify the Commissioner of the Connecticut State Department of Labor for a determination of the applicable wage rate.
- H. The prevailing wage rates set by the State for this Project shall be the minimum paid to mechanics, laborers, and workmen employed by the Contractor for these occupations on this Project. The Owner will not consider claims by the Contractor for additional compensation because of payment of wages in excess of these rates.

- I. The Contractor shall post copies of the State's schedule of rates at conspicuous points at the Project site, showing the prevailing minimum wages rates and the authorized deductions to be made from each wage category.
- J. The documents listed below [will be/have been] issued by the Connecticut State Department of Labor, and they designate prevailing wage rates and required compliance forms pursuant to the Connecticut General Statutes. Documents listed are included in the Project Manual as Exhibit 2. Original documents of the compliance statements and payroll certification form may be obtained from the State of Connecticut, Department of Labor, Regulation of Wages Division, 200 Folly Brook Boulevard, Wethersfield, Connecticut 06109-1114.
 1. Prevailing Wage Poster
 2. Prevailing Wage Rates, dated [Month] [Day], 2025.
 3. Prevailing Wage Footnotes
 4. Information Bulletin on Occupational Classifications
 5. Special Notice on Statute 31-55a
 6. Copy of Statute 31-53b
 7. Informational Bulletin on 10-Hour OSHA Construction Safety & Health Course
 8. Contracting Agency Certification Form
 9. Contractor's Wage Certification Form.
 10. Payroll Certification Forms ROW-CP 1 and CP 2.

PART 2 – SCOPE OF DESIGN AND CONSTRUCTION WORK FOR THE PROJECT

2.1 PRELIMINARY WORK COMPLETED PRIOR TO RELEASE OF PROJECT MANUAL

A. Not applicable.

2.2 SYSTEM CONFIGURATION, INCENTIVE PROGRAM & DESIGN PARAMETERS

- A. Each project is a front-of-the-meter, Buy-All-Sell-All installation and will interconnect to an existing utility-owned transformer at the Site. Photos of the transformers at each site are available in Exhibit 3.
- B. The Proposers shall reference Exhibit 4; which are site plans depicting usable roof areas. The Proposers are not required to match the exact footprint of the module layout depicted in these site plans.
- C. The City has obtained Eversource Non-residential Renewable Energy Solutions (“NRES”) Program incentives for each of the five school solar projects. The NRES Program information is summarized in Table 2 below.

Table 2 - NRES Program Summary Information

Project Name	DAS Project ID	NRES Program Award #	System Size (kW-AC)	Delivery Term Start Date
Wendell L. Cross Elementary School	151-0310 PV	pending, application submitted August 2025	200	To Be Determined
M.M. Generali Elementary School	151-0311 PV	SZ3 - ESNRES-00675	125	5/15/2027
Sprague Elementary School	151-0312 PV	SZ3 - ESNRES-00677	125	5/15/2027
B.W. Tinker Elementary School	151-0313 PV	SZ3 - ESNRES-00676	150	5/15/2027
West Side Middle School	151-0314 PV	SZ3 - ESNRES-00326	200	5/15/2027

Wendell L. Cross Elementary School - 151-0310 PV
M.M. Generali Elementary School - 151-0311 PV
Sprague Elementary School - 151-0312 PV
B.W. Tinker Elementary School - 151-0313 PV
West Side Middle School - 151-0314 PV

INVITATION TO BID
00 0110 – 13 of 45

- D. In order to develop a system size, the Proposers shall consider the NRES size, available roof space, contingent approval, production modeling and structural capacity. High resolution drone imagery of each school is available in Exhibit 5 for use in system design.

2.3 SYSTEM DESIGN & PERMITS

- A. After the preliminary Notice of Selection, and successful execution of the Construction Contract, the selected Proposer shall become a Contractor.
- B. The Contractor shall develop a fully engineered System that is in compliance with all applicable building and electrical codes, zoning regulations, industry best practices and utility interconnection requirements. All construction documents must be signed and sealed by professional engineers registered with the State of Connecticut.
- C. The Contractor shall review the electrical specifications in Exhibit 6. The Contractor's final system designs and installation must comply with these specifications.
- D. Structural Analysis and Capacity Verification: The Contractor, through a Connecticut licensed professional engineer, shall perform a structural assessment of each project site's rooftop in order to confirm that the existing roof structure has an available load capacity suitable for supporting a standard ballasted and/or attached photovoltaic (PV) racking system. The racking system must be designed to secure the modules and withstand wind uplift, in accordance with applicable codes and industry standards.
- E. The Contractor is responsible for acquiring all necessary permits from governing agencies, and for the payment of associated fees.
 - 1. The City has waived fees for municipal permits. However, the Contractor is responsible for payment of the State of CT Education Fee associated with permitting.
- F. The Contractor is responsible for all tasks and fees associated with utility interconnection, which includes but is not limited to meter fees and new work order requests.

- G. The Project must have a minimum anticipated useful life of 20 years. The Project shall generate electrical power for the entirety of the minimum lifetime. Equipment shall be selected and installed in a manner to meet this life expectancy.

2.4 MAJOR SYSTEM COMPONENT REQUIREMENTS

- A. All Proposal submissions shall only use the major system components listed in Table 3.

Table 3 - Approved Vendor List

Major System Component	Approved Vendors
Modules	Bloomberg New Energy Finance (BNEF) Tier 1 photovoltaic module manufacturers
Inverters	Chint Power Systems SMA America SolarEdge Technologies Yaskawa Sollectria
Racking	DCE AeroCompact KB Racking PanelClaw Sollega UNIRAC (includes Ecolibrium)
Data Acquisition System	Also Energy Green Mountain Power Dash

- B. The major system components selected by the Contractor shall have the following minimum product warranty terms listed in Table 4.

Table 4 - Minimum Product Warranty Information

Component Type	Warranty Term Minimum
Module	20 years
Inverter	10 years*
Racking	20 years

*The City (or third-party System maintenance provider) shall be responsible for inverter replacement if needed after the inverter warranty expires.

- C. Rapid Shutdown Devices shall be provided and installed where required to meet NEC requirements. Alternatively, the awarded Proposer may utilize a UL 3741-listed PV Hazard Control System in conjunction with compatible racking and inverter equipment to achieve compliance, provided it meets all applicable code requirements and is clearly documented in the design submittal.

2.5 ELECTRICAL INTERCONNECTION

- A. All five Sites will participate in the CT NRES Buy-All, Sell-All incentive program, with each PV System operating front-of-the-meter through a newly installed dedicated service. The Contractor is expected to be familiar with all applicable interconnection requirements, solar interconnection guidelines, and NRES program rules. The Contractor will be fully responsible for the interconnection application process and securing contingent approval for construction with the utility company for each awarded System. This includes but is not limited to the riser diagram, site plan, standard application fees, and meter fees, if applicable. Respondents should review all publicly available resources to help inform their responses in this RFP, including hosting capacity maps.

The plans must include the method for connecting the System into the existing electrical service equipment of the Site, along with details and specifications on modules, inverters, rapid shutdown devices, monitoring, balance of system electrical components, labeling, and wire management protocols.

- B. Several exhibits are available that provide detail regarding the locations of the existing utility electric specifications of the existing infrastructure.

- C. The Contractor may route conduits along the building exterior under the following conditions:
 - 1. Exact routing of conduit is field coordinated and approved by a facility representative.
 - 2. Conduits must be painted to match the building exterior.

2.6 PRODUCTION MONITORING

- A. The monitoring system shall be connected to the building's existing server for internet access. At a minimum the monitoring system must allow for remote performance monitoring of each System's Real Power (kW), Energy (kWh), Voltage (V), Amperage (A) and Power Factor. It must also include a weather station that monitors irradiance, ambient and cell temperatures. The monitoring system must come with a minimum five year subscription to the manufacturer's platform.
- B. If DC Optimizers are installed, the inverter shall also communicate to a fully mapped monitoring platform (e.g. SolarEdge's inverter monitoring platform) that is capable of identifying the physical location of failed optimizers.
- C. A flat panel (minimum size of 42") display connected to the production monitoring system shall be mounted on a lobby wall of the Facility to show real-time energy production values. The Contractor is responsible for providing the display, mounting devices suitable for the available wall space and a school setting, power and internet feeds. Exact location for mounting shall be identified by facility personnel. Access to historical and live production data must be granted to the City.

2.7 ENGINEERED RACKING SYSTEM DESIGN

- A. Based on the Contractor's required structural analysis through a Connecticut licensed professional engineer noted above (see Section 2.3), the Contractor shall develop a fully engineered racking design for mounting the solar modules. The racking system must be designed to secure the modules to the roof and resist wind uplift forces in accordance with applicable building codes and site-specific wind speeds.

- B. For low-slope roofs, the selected lead-in racking product shall be a ballasted system. Where necessary, supplemental attachments may be used to ensure compliance with local wind requirements and roof warranties.

The final design must also:

1. Maintain all existing roof drainage pathways, including ensuring no roof drains are blocked or impeded by racking.
 2. Comply with the wind exposure and loading conditions specific to the City of Waterbury.
 3. Integrate with the existing roofing system without compromising its integrity or warranty (refer to Section 2.9 "Roof Warranties" for additional guidance).
- C. The Contractor is responsible for conducting an uplift analysis and coordinating with their racking vendor to ensure compliance with both structural and wind resistance requirements.
- D. On any pitched roof, a snow rail shall be provided and installed on the lower edge of the array perimeter to mitigate snow and ice shedding. The Contractor shall provide the site representative with a maintenance plan that outlines when snow and/or ice removal is necessary and the proper procedures.
- E. The pitched roof at Wendell L. Cross Elementary School has an attached pad-style snow guard system. This snow guard system shall remain in place. Racking and solar panels may be designed to cover the snow guards as long as no damage is made to the roof decking or shingles. See Exhibit 7 for the snow guard data sheet and Exhibit 8 for a photo of the snow guards on the roof.

2.8 ROOF STAGING

- A. If the Contractor chooses to load and stage materials on the roof during construction they must engage with a Connecticut licensed professional structural engineer to prepare a loading plan.
1. Such a plan must identify acceptable locations for staging materials, the allowable weight and setback requirements between staging areas.

2. All materials must remain properly secured at all times.
3. Staging areas should be field coordinated to insure materials will not interfere with work of other tradespeople

2.9 ROOF WARRANTIES

- A. At each school the roof was completely replaced within the past few years. All roof sections are available for solar, except for portable structures, which are identified in the Exhibit 4 Site Plans. The Roof Membrane types and duration of warranties are listed in Table 1 above.
 1. Copies of the roof warranties for each school are included in Exhibit 9. Roof work such as penetrations and attachments shall be performed by a roofer certified to work on the specific roofing products installed at each of the five schools.
- B. Slip sheets or a sacrificial layer of roof membrane must be installed under any and all points of contact with the existing roof and the solar equipment. This includes but is not limited to racking components, conduit support blocks, inverter and panelboard mounting structures. The slip sheet must meet the specification of the roofing membrane – i.e., manufacturer, membrane type, thickness.
- C. It is the responsibility of the Contractor to perform work in such a manner to insure the roof warranty and/or the roofing contractor's workmanship warranties are not impacted. In addition, the Contractor is responsible for securing an overburden waiver from the roofing manufacturer. This includes any required inspections, fees, documentation, and coordination with the roofing manufacturer, and the roofing contractor.

2.10 SITE PLAN

- A. The site plan must identify the location of all new equipment as well as the location of any existing electrical equipment where work will be performed as part of the Project.
- B. Where necessary to protect equipment from vehicular traffic the Contractor shall provide and install bollards. These too shall be included on the site plan.

- C. Provide housekeeping pads for all exterior electrical equipment that is not wall-mounted. Pads shall be appropriately sized, constructed of durable materials, and installed in accordance with applicable codes and manufacturer requirements.

2.11 GENERAL CONDITIONS

- A. All General Conditions necessary for the execution of the Work shall be the sole responsibility of the Contractor. This includes, but is not limited to, project management, supervision, scheduling, safety compliance, temporary facilities (e.g., power, water, sanitation), site security, traffic control (if applicable), material handling and storage, debris removal, and daily site clean-up.
- B. The Contractor shall also be responsible for coordination with all relevant stakeholders, attendance at required meetings, documentation and reporting, and adherence to all local, state, and federal regulations.
- C. Costs associated with General Conditions shall be included in the Contractor's pricing and not listed as separate or additional items.

2.12 CONSTRUCTION

- A. The Contractor shall supply all equipment, materials, and labor necessary to install a turnkey operational System.
- B. The Contractor is responsible for establishing a staging area, coordinating material delivery, storage and Site security. The final staging area must be approved by the District prior to Site mobilization.
- C. All work shall be performed by tradespeople holding adequate licensing.
- D. The Contractor is responsible for mechanical installation and assembly of racking components, ballasting, mechanical attachments, and mounting of modules.
 - 1. Refer to Section 2.9 for more information regarding installation of any roof penetrations.
- E. The Contractor must furnish a complete and operational electrical system. This includes but is not limited to:

1. Mounting and wiring equipment such as modules, inverters, combiner boxes, panelboards, disconnect switches, transformers, housekeeping pads and meters.
2. Reviewing the location of any equipment to be mounted inside or on the building exterior with the District prior to start of work.
3. Interconnecting the System.

2.13 SITE CLEANUP AND RESTORATION WORK:

- A. The Contractor shall include the restoration of all existing work, including but not limited to sidewalks, structures, driveways, streets, parking areas, lawns, plants, shrubs, and all other existing buildings and Site improvements, which are damaged or destroyed by encroaching upon areas within or beyond the Project.
- B. All restoration work shall be done in a manner so as to restore all work to its original condition, using similar materials and construction and all such work shall be performed to the complete satisfaction of the Owner.
- C. A dumpster must remain on Site during the duration of the project, and shall be emptied weekly. Upon completion of the Project the dumpster and all other remnants of construction shall be removed from the Site. At the end of each workday the Site must be left clean, tidy and secure. Materials shall be stored in such a manner that they are protected from damage.
- D. The roof shall be cleaned of debris at the end of each workday. Special attention should be paid to removing items such as screws, nails and other hardware which could damage the roof membrane.

2.14 UTILITY COORDINATION, APPROVAL TO ENERGIZE, NRES REGISTRATION

- A. The Contractor shall submit a new Work Order Request with the utility company and coordinate all required utility site visits. This includes securing approval for final equipment locations, performing necessary field verifications, coordinating utility shutdowns, and completing the interconnection to the secondary side of the existing utility-owned transformer.

- B. The Contractor is responsible for all utility coordination, testing requirements and associated fees necessary to achieve approval to energize and an executed interconnection agreement for each System.
- C. The Contractor is responsible for registering the NRES with all agencies as needed to ensure the City of Waterbury receives the NRES revenue.
- D. The City of Waterbury has posted the required Performance Assurance as part of the NRES application. It is the responsibility of the Contractor to ensure the Performance Assurance is returned to the City of Waterbury following registration of the NRES with all relevant agencies.

2.15 COMMISSIONING AND PROJECT CLOSEOUT

- A. The Contractor shall be responsible for full commissioning of the projects to confirm that the installation is in accordance with the construction documents and compliant with all applicable codes and standards. The Contractor shall coordinate and review the commissioning procedures and schedule with the City in advance of testing activities.

As part of the commissioning process, the Contractor shall perform all necessary system testing to verify proper installation, functionality, and safety of all photovoltaic system components. The following tests and inspections shall be completed, and results submitted as part of the project closeout documentation:

- 1. Visual Inspection: Inspect all system components for physical damage, correct installation, wire management, proper labeling, equipment clearances, and adherence to design plans and code requirements.
- 2. Continuity Checks: Verify continuity of all grounding and bonding conductors to confirm proper electrical connections for system safety.
- 3. Polarity Verification: Check string and circuit wiring to confirm correct polarity of DC conductors prior to energizing the system.
- 4. Insulation Resistance Testing: Measure insulation resistance between conductors and ground to confirm electrical isolation and detect possible faults or moisture intrusion.

5. String Testing: Contractor shall perform comprehensive string-level testing to validate the electrical performance and integrity of all PV strings. Required tests include:
 - a. Open-Circuit Voltage (Voc) Verification: Measure and record Voc for each string. Values must align with design tolerances and be consistent across similar strings.
 - b. Short-Circuit Current (Isc) Verification: Measure and record Isc for each string under similar irradiance conditions to identify underperformance or electrical issues.
 - c. I-V Curve Testing: Perform I-V curve tracing on all strings under stable irradiance. Compare actual performance curves to expected values to verify system health and detect mismatches or degradation.
- C. Upon completion of commissioning the Contractor shall submit a commissioning report that includes testing results, As-Built Drawings (in PDF format), product data sheets, access to the data acquisition system platform, operations and maintenance manuals and product warranties.
- D. The Project is not considered commissioned until the Owner and Project Team have collectively agreed and signed off.
- E. As part of the Project closeout process, the Contractor must submit the standard AIA closeout package to the Owner and Project Team, including: certification of wages paid for this Project (as described in Section 1.14.D above); Lien Waivers; Final Affidavits of Debts and Claims; Certificate of Substantial Completion; Final Pay Application; Consent of Surety; and final records of Change Orders and RFIs.

PART 3 – PROPOSAL SUBMISSION CRITERIA

3.1 ORGANIZATION AND REQUIRED ELEMENTS OF PROPOSALS

- A. General: The proposals shall include full, accurate, and complete information. The Proposer may include any additional information other than outlined below if it further demonstrates qualifications.

Proposals submitted in response to this RFP shall include the following information and documents, be clear and unambiguous, and be formatted into the following sections:

- B. Proposal Summary: The Proposer's submission should begin with the Proposal Form found in DOCUMENT 00 4153 of this Project Manual and in Exhibit 15.
- C. Non-collusion Affidavit: The Proposer's submission must contain the Non-Collusion Affidavit found in DOCUMENT 00 4519 of this Project Manual.
- D. Production Information:
1. Proposers shall provide details about the estimated kWh-AC to be generated by the System, including all necessary assumptions, for example: Insolation (or sunlight availability), maintenance down time, soiling losses, shading losses, efficiency losses, AC losses, etc. Copies of PVSyst or Helioscope reports used to estimate production for each proposed solar system design should be included with the proposal.
 2. Proposers must submit a table showing 20-year production estimates for the System based on the submitted final Project size and design. This production estimate shall assume an annual loss of 0.5%.
- E. Project Scope and Schedule: The scope narrative shall outline all major tasks and milestones necessary to design, permit, coordinate with the utility company, mobilize, construct and commission the System. Proposers must submit a project schedule that presents all major design, construction, Site work, electrical

interconnection, commissioning, utility coordination, permitting and approval, and other key project milestones in a gantt chart format.

- F. System Design and Equipment: Proposals shall provide a design layout for the System, including the make/model, wattage and quantity for both inverters and modules, racking product, azimuth, tilt and system size kW-AC and kW-DC. Proposal submissions shall include specified equipment manufacturer data sheets and warranties, pricing, etc. All solar modules, racking systems, inverters, monitoring and other equipment shall be new with acceptable warranties that meet industry standards for Tier 1 equipment and are UL Listed.
- G. Proposer Qualifications: This section shall include a company overview and relevant experience, and highlight key personnel and subcontractors who will be assigned to this project. Describe their respective experiences and skills with the development, engineering and installation of commercial and municipal projects. Describe how this experience is relevant to the projects outlined in the RFP. Highlight the relevant licenses and certifications held by these key personnel and subcontractors.
- H. Project Portfolio and References: Proposals should include a list and description of at least three (3) similar projects that the Proposer has completed within the last three (3) calendar years. These projects will act as the Proposer's references. Include the client name, contact person, telephone number and email address along with project specific details (system size, major system components installed and pertinent project milestone dates).
- I. Firm Price & Life-cycle Costing:
1. Proposals must provide a firm fixed design/build price shown as the total project cost and dollars per watt-direct current (\$/Wdc). The Proposer understands and agrees that all price proposals are firm and cannot be changed.
 2. Proposals must provide an estimate of the total life-cycle cost of ownership of the System over the life of the System, which may include

operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

3. Any attempt by the Contractor to increase a price proposal after selection will result in disqualification of the Contractor and revocation of the Contractor selection under this RFP.
- J. Bid Bond / Security: As described in Section 1.8, a five (5) percent Bid Bond, or equal approved security, must be submitted with the proposal. Any proposal submitted without such security will be excluded from the RFP process. No exceptions.
- K. CHRO Compliance Forms: As described in Section 1.11, all Proposers must complete, sign, and return the “CHRO Contract Compliance Regulations Notification to Bidders” form to the City at the time of proposal opening. Proposals not including this form will be considered incomplete and rejected. This form is attached at Exhibit 1, and can also be found at <http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>
- L. CT DAS Prequalification & CT DAS Update Bid Statement: As described in Section 1.7.B, Proposers must submit proof of Pre-Qualification as a Solar Electric Contractor, and the related “DAS Update (Bid) Statement” must be submitted with the proposal, as required by Conn. Gen. Stat. Sections 4a-100 and 4b-91.

PART 4 – SELECTION PROCESS & PHASES OF WORK

4.1 PROPOSAL SELECTION CRITERIA

- A. AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE CITY.
- B. The City will select a proposal that, all things considered, the City determines in its complete and sole discretion, is in their best interest. This list of criteria below is not intended to be exhaustive, and the City may assess Proposers based on unlisted items. The City may reject any proposal despite compliance with these criteria if it is determined to be in the best interest of the City.
- C. Due to the complexity of the System and contemplated agreements, the City is not and shall not be bound to select a winning proposal based upon lowest contract price alone.
- D. The City will use the following criteria, among others, in evaluating proposals:
 - 1. Submission of a complete proposal consistent with RFP criteria
 - 2. Contract price
 - 3. 20-year annual production estimates (kWh)
 - 4. Proposers qualifications, relevant experience with municipalities
 - 5. Equipment proposed for the Systems
 - 6. Proposer's familiarity with the Connecticut NRES program
 - 7. Proposed project approach and schedule
 - 8. Experience of team including subcontractors
 - 9. Proposers commitment and ability to ensure timely success
 - 10. References

4.2 PROPOSAL DISQUALIFICATION

- A. The City will not select any proposal from a Proposer that is in arrears or in default to the City of Waterbury regarding any tax, debt, contract, security or any other obligation, nor shall it select any Proposer if a majority owner thereof is in such arrears or default.

4.3 PRELIMINARY SELECTION

- A. The City will issue a Preliminary Notice of Selection to a single Proposer who will be selected to perform work at the Site, **on or about fourteen (14) days after the proposal due date**. The selection may be subject to further discussions with the Proposer.
- B. The making of a preliminary selection to a Proposer does not provide the Proposer with any rights and does not impose upon the City any obligations. The City is free to withdraw a preliminary selection at any time and for any reason.
- C. A Proposer has rights, and the City has obligations, only if agreements, if any, are executed by the City and a Proposer, and only to the extent of the obligations set out in such related agreements.
- D. Neither this RFP nor any actions taken by the City or CSW & KSA shall create any obligation toward any Proposer.

4.4 CONTRACT EXECUTION DEADLINE AND DISTRICT NOTICE TO PROCEED

- A. The selected Proposer and the City will work cooperatively to submit the Construction Contract documents for approval by the City of Waterbury, the Board of Aldermen (BOA), Board of Education (BOE) within forty-five (45) days of the selected Proposer's preliminary selection by the City.
- B. The selected Proposer shall execute the Construction Contract within ten (10) days of the approval by the City, BOA, and BOE, and thereby become a Contractor.
- C. Within five (5) days of the execution of the Construction Contract, the Contractor shall receive a written Notice to Proceed from the City, which will begin the Work.

- D. If the selected Proposer and the City do not successfully execute the Construction Contract documents within the time periods above, the selected Proposer acknowledges and agrees that, unless time for execution of the Construction Contract documents is extended by the City in its sole discretion, the City may enter contract discussions with another Proposer under this RFP.

4.5 OVERVIEW OF PROJECT PHASES

The work for the rooftop solar photovoltaic system at the Sites will be executed in three primary phases, as outlined below. These phases reflect a revised project development structure designed to align with CT DAS requirements and ensure streamlined project delivery from design through closeout.

A. Phase 1.1 – Project Manual Development (Completed Prior to RFP Release):

Phase 1.1 represents the preparatory phase completed prior to the issuance of this RFP. It included all necessary documentation and coordination to advance the project to contractor selection. Work completed in this phase includes:

1. Preparation of the Project Manual, outlining project scope, general and technical specifications, and associated documentation.
2. Review and approval of the Project Manual by the City of Waterbury and the Connecticut Department of Administrative Services (CT DAS), Office of Grant Administration.
3. Issuance of the Request for Proposals (RFP) for qualified contractors to submit proposals for the solar PV installations.
4. Internal review and readiness to proceed with contractor selection and contracting.

This phase concluded with DAS approval to publicly issue this RFP and proceed to the design and engineering phases.

B. Phase 1.2 – Engineering and CT DAS Final Design Review:

Phase 1.2 will begin upon contract award and issuance of a Notice to Proceed by the City. This phase includes all engineering, permitting, and formal design review by CT DAS.

1. The selected Contractor shall complete the final engineering design of the rooftop solar PV system within 30 days of receiving the Notice to Proceed from the District. All design drawings shall be signed and sealed by a Connecticut-licensed professional engineer.
2. Upon completion of the final design, the Project Manager will schedule and attend the Project Completion Review (PCR) meeting with the Contractor. This meeting, held with CT DAS Office of Grant Administration, will review the Contractor's full design submission. The meeting will take place within 15 days of design completion and may be conducted either at CT DAS headquarters (450 Columbus Boulevard, Hartford, CT 06103) or virtually. The Project Manager will oversee coordination throughout this review process.
3. The Contractor shall prepare and submit all forms and documentation required for CT DAS final design review, including:
 - a. Form SCG-3022 – Photovoltaic Installation Project (see Exhibit 10).
 - b. Form SCG-3034 – Seismic Design Verification (see Exhibit 11).
 - c. Form SCG-042 – Fully executed, with approvals from the Local Fire Marshal, Local Building Official, Local Health Official, and Local Federal 504 Official (see Exhibit 12).
 - d. Complete sets of stamped electrical plans, site plans, racking layouts, and structural documentation with a coversheet signed by above mentioned Local officials.
 - e. Any other supporting documents requested by CT DAS.

This phase concludes upon issuance of CT DAS approval to proceed to construction.

C. Phase 1.3 – Construction, Utility Approvals, and Project Closeout

Upon receiving DAS authorization, the Contractor will mobilize to begin construction, interconnection, and commissioning of the solar PV system.

1. Construction Mobilization:
 - a. Construction activities will commence following receipt of CT DAS's Notice to Proceed
 - b. The Contractor shall schedule and conduct a Pre-Construction Meeting within ten (10) days of the Notice to Proceed. This meeting will be held on-site and will include the Owner, Project Manager, building staff, and other key stakeholders. Topics to be covered include:
 - i. Scope of work and construction schedule.
 - ii. Site access, material staging, debris removal, and logistics.
 - iii. Work hours and access control for interior areas.
 - iv. Identification of project contacts and communication procedures.
 - c. Mobilization shall begin within twenty (20) days following the Pre-Construction Meeting.
2. Commissioning:

After substantial completion of construction, the Contractor shall:

 - a. Request AHJ inspection within ten (10) days.
 - b. Perform new service tie-in within ten (10) days of AHJ sign-off.
 - c. Secure meter installation approvals within five (5) days of new service tie-in.
 - d. Perform witness test within five (5) days of meter installation.
 - e. Obtain Permission to Operate (PTO) from the utility.
 - f. Complete NRES project registration within ten (10) days of PTO.
 - g. Ensure the system is operational and producing, with functional monitoring systems reporting data to the District within five (5) days of PTO.

- h. Submit final invoices and all project closeout documentation within twenty (20) days of PTO.
- 3. Any remaining closeout requirements—including as-built drawings, training sessions, warranty deliverables, or final certifications—shall be completed in accordance with the contract.

4.6 TIMING OF COMMENCEMENT OF CONSTRUCTION AND COMPLETION OF WORK

- A. The City will work with the Contractor to try to meet the requirements for safe-harbor of the federal Investment Tax Credits for solar installations that commence construction on or before December 31, 2025. At a minimum, as per the CT DAS grant that supports these rooftop solar projects, the Contractor shall commence construction no later than January 31, 2027.
- B. The Contractor shall complete **all phases of the Work no later than December 31, 2027**, unless otherwise modified by approved change orders or extensions granted by the District and CT DAS.

PART 5 – MISCELLANEOUS PROVISIONS

5.1 WORKMANSHIP WARRANTY AND PERFORMANCE GUARANTEE

- A. The Contractor will provide a workmanship warranty to the City to which the materials and installation shall be free from defects for a period of two (2) years from the date of commissioning for the System.
- B. The Contractor shall provide a performance guarantee to the City for the System during the workmanship warranty term and submit quarterly production reports comparing actual output to weather-adjusted expectations. During the workmanship warranty term the Contractor shall submit quarterly production reports to the City in order to monitor actual vs. expected production. If actual production is more than 15% below the weather-adjusted expectation at the end of year one or year two of the workmanship warranty term, the Contractor must perform a field inspection and propose corrective actions.

5.2 FREEDOM OF INFORMATION ACT

- A. The Proposer acknowledged by submitting a proposal that all documents shall become public record upon delivery to the City. All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted.
- B. A Proposer's responses may contain financial, proprietary, trade secret or other data that it claims should not be public (the "Confidential Information"). A Proposer must identify specifically the pages and portions of its Proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions.
- C. Provided that the Proposer cooperates with the City as described in this section, the City shall, to the extent permitted by law, protect from unauthorized disclosure of such Confidential Information.
- D. If the City receives a request for a Proposer's Confidential Information, it will promptly notify the Proposer in writing of such requests and provide the Proposer with a copy of any written disclosure request. The Proposer may provide written consent to the disclosure or may object to the disclosure by

notifying the City in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure.

- E. The Proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including, without limitation, appearing before the Freedom of Information Commission.

5.3 INSURANCE

- A. Insurance coverage is a mandatory requirement for all work outlined in this Project Manual. The Contractor shall, at its own expense, secure and maintain the required insurance throughout the duration of the project. Insurance must cover the Contractor and all of its agents, employees, consultants, and any other parties associated with the scope of services described in this Project Manual.

The City of Waterbury, Waterbury Development Corporation (WDC), and Waterbury Board of Education must be named as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation and Professional Liability. All policies shall also include a Waiver of Subrogation, except Builders Risk and Professional Liability. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum an A.M. Best Rating of "A-" VIII or higher. In addition, all Carriers are subject to approval by the City.

The following minimum insurance coverages are required:

<u>General Liability:</u>	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000

<u>Auto Liability:</u>	Combined Single Limit Each Accident	\$1,000,000
	Any Auto, All Owned & Hired Autos	

<u>Workers' Compensation:</u>	Workers Compensation Statutory Limits	
	Employer Liability (EL)	
	EL each Accident	\$1,000,000
	EL Disease each Employee	\$1,000,000
	EL Disease Policy Limits	\$1,000,000

<u>Excess/Umbrella Liability:</u>	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

Builder's Risk/Installation Floater Insurance:

\$1,000,000 Each Occurrence OR Limits equaling the Value of the Project

Contractor's Pollution Liability Insurance:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

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

*** Depending on the age of the Roof for shingles materials / May not be necessary ***

<u>Professional Liability/E&O:</u>	Each Wrongful Act	\$1,000,000
	Aggregate	\$1,000,000

- B. If a policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the termination date of the Construction Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting periods for claims for the policy in effect during the Construction Contract for two (2) years from the termination date.
- C. The Contractor shall submit to the City of Waterbury, the Waterbury Development Corporation (WDC), and the Waterbury Board of Education an original, completed Certificate of Insurance prior to the Effective Date of the Construction Contract. The Contractor must provide replacement/renewal certificates at least 30 days prior to the expiration date of policies. Should any of the above-described policies be cancelled, limits reduced or coverage altered before the expiration date, written notice must be given to the City 30-days prior to any such cancellation, reduction or alteration.

5.4 COMPLIANCE WITH IMMIGRATION LAWS

- A. By submitting a proposal, each Proposer confirms that it has complied, and during the term of the Construction Contract will comply with the Immigration Reform and Control Act ("IRCA") and that each person such Proposer employs and/or provides services through or under the Construction Contract will always be authorized for employment in the United States of America. Each Proposer confirms that it has or will have properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned to work on the Project or perform services under the Construction Contract and that it will require each subcontractor of the Proposer, if any, to confirm that it has a properly completed Form I-9 for each person who works on the Project or performs services under the Construction Contract.

5.5 WORKERS COMPENSATION

- A. Prior to Contract execution, the City will require the tentative awarded Proposer to provide:
1. Evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of the Connecticut General Statutes section 31-284, and
 2. A current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative awarded Proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

5.6 OSHA

- A. The Proposer will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Proposer will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful Proposer will agree to indemnify and hold harmless the District and City of Waterbury for any and all damages that may be assessed against the District and City of Waterbury regarding OSHA compliance.

5.7 METHOD OF DOING WORK

- A. The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy District or City employees and officials, including employees of public utilities, residents adjacent to the work, and the general public.
- B. The Contractor shall employ only competent employees to do work and whenever the District or City shall notify the Contractor, in writing, that any employee on the work is, in the District's or City's opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the District or City. At the site of the work, the Contractor shall employ at all times while work is in progress, a construction superintendent or foreman who shall have full authority to act for the Contractor and who shall be acceptable by the District or City.
- C. The District or City reserves the right to require the Contractor to enter into such security arrangements and/or written contracts as deemed necessary to protect its property and goods and interests.

5.8 LIABILITY OF CONTRACTOR

- A. The Contractor shall at all times safely guard the District's and City's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect the work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the District and the City and its officers, agents, and employees from all claims relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein and to any act, omission or neglect of the Contractor and his/her employees therein.

- B. The Contractor shall provide railing or suitable barricades as good safe practice requires as outlined in the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America and as required by the District or City to prevent accidents or injury to persons, vehicles or animals. Signs warning the public of construction in the near vicinity shall be maintained at a reasonable distance from either end of the location of active construction or hazardous condition arising therefrom.

5.9 HOLD HARMLESS

- A. The Contractor shall defend, indemnify, and hold harmless the District and the City of Waterbury, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the District or City.

5.10 FEDERAL, STATE, AND LOCAL LAWS

- A. All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us.
- B. The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>
- C. The City shall apply the most current wage decision applicable at the time of contract award.

5.11 PAYMENT PROCEDURES & PAYMENT PERIOD

- A. All payment requisitions submitted by the Contractor must clearly reference the State Project ID for each Project.
- B. The Contractor shall submit monthly payment requisitions using standard AIA format documents (e.g., AIA G702/G703) to the Project Manager for initial review. Upon verifying the completeness and accuracy of the requisition, the Project Manager will sign it as a mark of approval and forward the approved requisition to the City for further processing.
- C. No payment, voucher, claim, or financial obligation shall be honored by the City without review and approval by the Director of Finance, who will determine the correctness and legality of the request.
- D. The City will use its best efforts to process and issue payment within thirty (30) calendar days of the latest of the following events:
 - 1. Delivery of materials or equipment,
 - 2. Acceptance of completed work, or
 - 3. Receipt of a properly completed and approved invoice.

Unless otherwise agreed upon in writing, payment terms shall be net thirty (30) days.

5.12 ASSIGNMENT OF CONTRACT

- A. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of the work provided for therein, or of his/her right, title, interest therein, to any person, firm, partnership or corporation without the written consent of the City. If any part of the work is sublet, sold, transferred, assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith.

5.13 CONFLICT OF INTEREST

- A. No officer or employee or member of any elective or appointive board, commission, committee or council of the District or City, whether temporary or permanent, shall have or acquire any financial interest gained from a successful proposal, direct or indirect, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member.

5.14 CHANGE ORDER PROVISIONS

- A. This section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Requests for Change Orders.
 - 1. 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 the construction contract and the products to be provided and the functions and services to be performed by the Contractor under the 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 the construction contract except by means of a City authorized amended Scope of Services, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.
- C. Contractor's response to a change request.
 - 1. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion

dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

2. 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.

D. City's Acceptance of a Change Request.

1. If the City accepts the Contractor's proposal, 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.

E. City's Rejection of a Change Request.

1. 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.

F. City Discretion.

1. 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 the construction contract, and (iii) if the time of performance of the construction 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 the construction contract, and (vii) if the Change Order requires an increase in the price of the construction 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.

- G. Change Orders Governed by the Provisions of the Contract
 - 1. All work performed under a Change Order is governed by the provisions of the construction contract.
- H. Stipulated % of Overhead and Profit (OH&P) on Change Orders
 - 1. The OH&P for the Contractor on a Change Order shall not exceed 10%.
 - 2. The OH&P for a subcontractor on a Change Order shall not exceed 10%, and the OH&P for the Contractor utilizing a subcontractor on a Change Order shall not exceed 5%.
 - 3. The total OH&P for all subcontractors and the Contractor on a Change Order shall not exceed 20%.

5.15 OCCUPANCY OF BUILDING, ACCESS AND WORK SCHEDULE

- A. Attention is directed to the fact that the existing buildings will be occupied by students and staff. Normal business hours are 7:30 am to 3:00 pm Monday to Friday. The students arrive and depart at 8:00 am and 2:20 pm, respectively. The school is occupied by facility personnel before and after school hours, and the Contractor will have access to the Sites during the hours of the facility personnel.
- B. The Contractor shall perform all required work in a manner, form, schedule, and sequence, so that the normal occupancy of the buildings shall be maintained without causing any undue inconvenience or interruptions to the safety, use, and function of the buildings and occupants. The Contractor shall coordinate the work schedule with school staff.
- C. The Contractor and all subcontractors must sign-in and sign-out every day, and shall not prop doors open. The Contractor and all subcontractors will be issued a red badge by the District to wear at all times, and the Contractor and all subcontractors must follow all safety procedures of the building and District at all times.
- D. Electrical service shutdowns required for interconnection of the Projects shall be scheduled to have minimal impact on each facility's operation. A proposed shutdown schedule must be provided to the District and the City for approval

prior to start of work. Shutdowns may be required outside of normal business hours, and the Contractor may schedule work on the second shift to limit any conflict with the building occupants.

- E. Loading and staging of materials on the roof shall occur prior to the student's arrival unless previous written authorization is provided to the contractor.

5.16 EXISTING OCCUPANCY OF NEIGHBORING BUILDINGS

- A. Attention is directed to the fact that the existing Buildings surrounding the site are occupied and shall continue to be continuously occupied throughout the period required for the Contractor to perform the work.
- B. The Contractor shall perform all required work in a manner, form, schedule, and sequence, so that the normal occupancy of the surrounding buildings shall be maintained without causing any undue inconvenience or interruptions to the safety, use, and function of the Buildings and Tenants.

5.17 RIGHT OF CITY TO TERMINATE CONTRACT

- A. If the work to be done under this Project Manual and Contract between the Contractor and the City shall be abandoned, or if at any time the City is of the opinion that the Contractor is willfully violating any of the conditions of this Project Manual and Contract or is not executing said Project Manual and Contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the City may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the City, insure the satisfactory completion of the work aforesaid, the City shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this Project Manual and Contract. A copy of this Project Manual and Contract shall go to the surety.
- B. Thereupon the Contractor shall cease to continue said work, on such part thereof as the City shall designate. The City shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and

appliances for the completion of the same and charge the expenses of said labor, materials, tools, and appliances to the Contractor; and the expense so charged shall be deducted and paid by the City out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

5.18 DRAWING CONFLICT

- A. In the event of conflict between the drawings (where provided) and specifications, the more stringent shall apply and be included in the contract.

5.19 EXAMINATION OF DOCUMENTS AND SITE OF WORK

- A. Before submitting a proposal, each Proposer shall examine the drawings (where provided) carefully; shall read the specifications, drawings, and Exhibits to this Project Manual; shall read the proposed contract documents, and shall have the opportunity to visit the Project site. Each Proposer shall be fully informed prior to submitting a proposal as to existing conditions and limitations under which the Work is to be performed, and shall include in the proposal a sum to cover the cost of items necessary to perform the Work set forth in the proposed contract documents. No allowance will be made to a Proposer because of lack of such examination or knowledge. The submission of a proposal will be considered conclusive evidence that the Proposer has made such an examination.
- B. Proposers must examine for themselves the plans, profiles, detailed drawings, specifications, etc., and the location of the proposed work, and must exercise their judgment as to the nature and difficulty of the whole proposed undertaking. The Proposer must assume all risk or variance in any computation or statement by the contract, by whomsoever made and must agree to furnish all tools, machinery, material and labor to clean up, all debris and to complete fully the said work in accordance with the plans and contained either in the specifications or in any of the drawings but omitted from the other will be

considered an essential part of the work. The Contractor whose proposal is accepted will be responsible for every loss or error arising from ignorance concerning the requirements of the work or the difficulties to be encountered.

5.20 NON-CIRCUMVENT

- A. By submitting a proposal in response to this RFP, Proposer expressly agrees not to seek to develop any solar PV projects with the City outside of this RFP proposal or future RFPs with the City.

5.21 DEFINITIONS

- A. Whenever the words defined occur in this Project Manual and in the specifications hereto attached, they shall have the meanings here given:
 - 1. Owner: The Owner shall mean the City of Waterbury (City) or any duly authorized official thereof acting in an official capacity.
 - 2. Contractor: Whenever the word "Contractor" is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.
 - 3. Sub-Contractor: Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Owner.

5.22 GENERAL TERMS AND CONDITIONS

- A. The General Terms and Conditions for all proposals with the City are found in Exhibit 13.

END OF DOCUMENT 00 1116

DOCUMENT 00 3116 PROJECT BUDGET INFORMATION**PART 1 - GENERAL****1.1 CT DAS GRANT**

- A. The Projects are paid for in part by state funds provided by the Connecticut Department of Administrative Services, Office of Grant Administration, under State Project Nos. 151-0310 PV, 151-0311 PV, 151-0312 PV, 151-0313 PV, and 151-0314 PV.

1.2 INELIGIBLE COSTS

- A. Exhibit 14 includes FORM SCG-4000 (Ineligible Costs and Limited Eligible Costs Worksheet (ICW)) for the Project, and provides details on the ineligible costs for these projects. Specifically, the State of CT Education Fee on Permits (\$0.26c/\$1,000), is an ineligible cost.

END OF DOCUMENT 00 3116

DOCUMENT 00 4153 BID FORM – DESIGN/BUILD

Decisions will be made on the strength of the Proposer's overall proposal. See Exhibit 15 for a full set of forms to be completed by Proposers.

Proposer Name	_____
Project Information	
Project Location	Wendell L. Cross Elementary School
DAS State Project Number:	151-0310 PV
System Specifications	
System Size (kW-ac)	_____
System Size (kW-dc)	_____
Production (kWh-ac)	_____
	Line Item Cost (\$)
Module	\$ -
Inverter	\$ -
Rapid Shutdown Devices	\$ -
Racking Product	\$ -
Racking Subcomponents - Slipsheets	\$ -
Racking Subcomponents - Ballast Blocks	\$ -
Racking Subcomponents - Mechanical Attachments	\$ -
Monitoring	\$ -
Balance of System Components	\$ -
Engineering	\$ -
Permitting	\$ -
Interconnection	\$ -
General Conditions	\$ -
Overhead & Profit (OH&P)	\$ -
Construction - Electrical	\$ -
Construction - Site/Mechanical	\$ -
Total Project Cost	\$ -
Equipment Specifications	
Module - Manufacturer	_____
Module - Model & Wattage-DC	_____
Inverter - Manufacturer	_____
Inverter - Model & Wattage-AC	_____
Rapid Shutdown Device / DC Optimizer - Manufacturer/Model	_____
Racking - Manufacturer	_____
Racking - Model	_____
Data Acquisition System - Manufacturer/Model	_____

Wendell L. Cross Elementary School - 151-0310 PV
M.M. Generali Elementary School - 151-0311 PV
Sprague Elementary School - 151-0312 PV
B.W. Tinker Elementary School - 151-0313 PV
West Side Middle School - 151-0314 PV

BID FORM DESIGN/BUILD
00 4153 – 1 of 1

Waterbury Five Schools Solar RFP #8595

DOCUMENT 00 4519 NON-COLLUSION AFFIDAVIT**AFFIDAVIT**

(Prime Proposer)

State of _____)

SS

County of _____)

_____, being first duly sworn,
deposes and says:

1. That he/she is a () Partner; () Officer; () Owner of the firm of: _____, the party making the foregoing proposal or bid;
2. He/she is fully informed respecting the preparation and contents of the attached proposal or bid and all circumstances regarding the same;
3. Said proposal or bid is genuine and is not a collusive or sham proposal or bid;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties-in-interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any Proposer, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiance or of any other Proposer, or to fix any overhead, profit or cost element of said bid price, or of that of any other Proposer, or to secure any advantage against the City or any person interested in the proposed contract;
5. The price or prices quoted in the attached proposal or bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of this Proposer or any of its agents, representatives, owners, employees, or parties-in-interest, including this affiant; and
6. All statements in said proposal or bid are true.

(Signed): _____

(Title): _____

Subscribed and sworn to before me

This _____ day of _____, 20____.

Notary Public

My Commission expires _____, 20_____.

END OF DOCUMENT 00 4519

DOCUMENT 00 5253 AGREEMENT FORM – OWNER-DESIGN/BUILDER – STIPULATED SUM**1.1 AGREEMENT FORM – OWNER-DESIGN/BUILDER – STIPULATED SUM**

- A. After the District issues a Preliminary Notice of Selection to the Proposer, the District and the selected Proposer will enter into a Construction Contract that
1. Reflects, acknowledges, and encompasses all of the provisions, conditions, statements, attachments, and materials in and associated with this Project Manual;
 2. Reflects, acknowledges, and encompasses all of the provisions, conditions, statements, attachments, and materials in and associated with the awarded Proposer's Bid Form submitted in response to this RFP; and
 3. Is based in whole or in part on AIA Document A141, "Standard Form of Agreement Between Owner and Design-Builder – 2014 edition," or similar mutually agreeable industry standard construction contract suitable for use between an Owner and Design/Builder for a stipulated sum.
- B. A Sample AIA Form A141 – 2014 Edition is attached hereto as Exhibit 16 for general information. It is also available at <https://shop.aiacontracts.com/contract-documents/20736-owner-design-builder-agreement>
- C. The selected Proposer and the District will work collaboratively to submit the Construction Contract documents for approval by the City, the BOA, and BOE **within forty-five (45) days** of the selected Proposer's preliminary selection by the District.
- D. The selected Proposer shall execute the Construction Contract **within ten (10) days** of the approval by the City, BOA, and BOE, and thereby become a Contractor.

END OF DOCUMENT 00 5253

DOCUMENT 00 6333 SUPPLEMENTAL INSTRUCTION FORM

Supplemental Instructions No. _____

To: _____

Date: _____

From: _____

Project No. _____

Project: _____

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Project Manager.

Item:	Description of Revisions:
-------	---------------------------

Issued:

Accepted:

By:

By:

END OF DOCUMENT 00 6333

Wendell L. Cross Elementary School - 151-0310 PV
M.M. Generali Elementary School - 151-0311 PV
Sprague Elementary School - 151-0312 PV
B.W. Tinker Elementary School - 151-0313 PV
West Side Middle School - 151-0314 PV

SUPP. INSTRUCTIONS
00 6333 – 1 of 1

Waterbury Five Schools Solar RFP #8595

DOCUMENT 00 6357 CHANGE ORDER REQUEST FORM

Change Order Request No. _____

To: _____

Date: _____

From: _____

Project No. _____

Project: _____

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

This is not a Change Order or a directive to proceed with the following work.

Item:	Description of Revisions:
-------	---------------------------

End of Change Order Request

END OF DOCUMENT 00 6357

Wendell L. Cross Elementary School - 151-0310 PV
M.M. Generali Elementary School - 151-0311 PV
Sprague Elementary School - 151-0312 PV
B.W. Tinker Elementary School - 151-0313 PV
West Side Middle School - 151-0314 PV

CHANGE ORDER REQUEST
00 6357 – 1 of 1

Waterbury Five Schools Solar RFP #8595

DOCUMENT 00 6363 CHANGE ORDER FORM

Change Order No. _____

To: _____

Date: _____

From: _____

Project No. _____

Project: _____

The Construction Contract is changed as follows: [brief narrative]

The original Contract Sum was \$ _____

The net change by previously authorized Change Orders \$ _____

The Contract Sum prior to this Change Order was \$ _____

The new Contract Sum will be increased/decreased/unchanged by this

Change order in the amount of \$ _____

The new Contract Sum, including this Change Order, will be \$ _____

The Contract Time will be increased/decreased/unchanged by (_____) days

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Project Manager of record for the Project.

Wendell L. Cross Elementary School - 151-0310 PV
M.M. Generali Elementary School - 151-0311 PV
Sprague Elementary School - 151-0312 PV
B.W. Tinker Elementary School - 151-0313 PV
West Side Middle School - 151-0314 PV

CHANGE ORDER FORM
00 6363 – 1 of 2

Waterbury Five Schools Solar RFP #8595

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER

DESIGN-BUILDER (*Firm Name*)

OWNER

ADDRESS

ADDRESS

BY (*Signature*)

BY (*Signature*)

(*Typed name*)

(*Typed name*)

DATE

DATE

End of Change Order

END OF DOCUMENT 00 6363

Wendell L. Cross Elementary School - 151-0310 PV
M.M. Generali Elementary School - 151-0311 PV
Sprague Elementary School - 151-0312 PV
B.W. Tinker Elementary School - 151-0313 PV
West Side Middle School - 151-0314 PV

CHANGE ORDER FORM
00 6363 – 2 of 2

Waterbury Five Schools Solar RFP #8595

EXHIBIT LIST

Exhibit 1: CHRO

Exhibit 2: Current Prevailing Wages

Exhibit 3: Photos of the existing utility transformer

Exhibit 4: Site Plan

Exhibit 5: High Resolution Drone Aerial Images

Exhibit 6: Electrical Specifications

Exhibit 7: Pad-Style Snow Guard Data Sheet

Exhibit 8: Photo of Wendell Cross Snow Guards

Exhibit 9: Roof Warranty

Exhibit 10: FORMS SCG-3022

Exhibit 11: FORM SCG-3034

Exhibit 12: FORM SCG-042

Exhibit 13: General Terms and Conditions

Exhibit 14: FORM SCG-4000

Exhibit 15: Bid Form

Exhibit 16: AIA Form A141

END OF PROJECT MANUAL

Wendell L. Cross Elementary School - 151-0310 PV
M.M. Generali Elementary School - 151-0311 PV
Sprague Elementary School - 151-0312 PV
B.W. Tinker Elementary School - 151-0313 PV
West Side Middle School - 151-0314 PV

EXHIBIT LIST
1 of 1

Exhibit 1:

CHRO Notification to Bidders

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n](#).” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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

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

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

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

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

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

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

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

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. <u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa. <u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	<u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. <u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

Company Name: Street Address: City & State: Chief Executive:	Bidder Federal Employer Identification Number: Or Social Security Number:
Major Business Activity: (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor? Yes ☐ No ☐ -Bidder is a minority business enterprise? Yes ☐ No ☐ (If yes, check ownership category) Black ☐ Hispanic ☐ Asian American ☐ American Indian/Alaskan Native ☐ Iberian Peninsula ☐ Individual(s) with a Physical Disability ☐ Female ☐ -Bidder is certified as above by State of CT? Yes ☐ No ☐
Bidder Parent Company: (If any)	
Other Locations in CT: (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ☐ No ☐	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ☐ No ☐
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ☐ No ☐	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ☐ No ☐
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ☐ No ☐	9. Does your company have a mandatory retirement age for all employees? Yes ☐ No ☐
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ☐ No ☐	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ☐ No ☐ N/A ☐
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ☐ No ☐	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ☐ No ☐ N/A ☐
6. Does your company have a collective bargaining agreement with workers? Yes ☐ No ☐	12. Does your company have a written affirmative action Plan? Yes ☐ No ☐ If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ☐ No ☐	
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes ☐ No ☐	13. Is there a person in your company who is responsible for equal employment opportunity? Yes ☐ No ☐ If yes, give name and phone number:

1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☐

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☐

PART IV - Bidder Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	☐	☐		☐	Work Experience	
Private Employment Agencies	☐	☐		☐	Ability to Speak or Write English	
Schools and Colleges	☐	☐		☐	Written Tests	
Newspaper Advertisement	☐	☐		☐	High School Diploma	
Walk Ins	☐	☐		☐	College Degree	
Present Employees	☐	☐		☐	Union Membership	
Labor Organizations	☐	☐		☐	Personal Recommendation	
Minority/Community Organizations	☐	☐		☐	Height or Weight	
Others (please identify)	☐	☐		☐	Car Ownership	
	☐	☐		☐	Arrest Record	
	☐	☐		☐	Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES

TO ALL LABOR UNIONS, WORKERS REPRESENTATIVES AND VENDORS:

Any contract this contractor has with the State of Connecticut or political subdivisions of the state, other than municipalities, shall be performed in accordance with CONN. GEN. STAT. Section 4a-60 and Section 4a-60a.

This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor's employment practices and procedures which relates to the Commission's responsibilities under CONN. GEN. STAT. Sections 4a-60 or 46a-56 or Section 4a-60a.; and
2. Agrees to include the provisions of CONN. GEN. STAT. Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions.

WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;
2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;
3. Shall state in all advertisements for employees that it is an affirmative action-equal opportunity employer;
4. Shall comply with CONN. GEN. STAT. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Sections 46a-56, 46a-68e and 46a-68f; and
5. Shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

WITH REGARD TO SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION:

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation, gender identity or expression once employed; and
2. The contractor agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Section 46a-56.

Persons having questions about this notice or their rights under the law are urged to contact the:

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE
UNIT

450 Columbus Boulevard, Suite 2
Hartford, CT 06103
(860) 541-4709

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

BID LANGUAGE (for DAS Contracting Portal Bid Notice)

This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

BID NOTICE LANGUAGE (for print media)

This contract is subject to state set-aside and contract compliance requirements.

BID LANGUAGE (for bid documents)

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

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. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806



State of Connecticut COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Central Office ~ 25 Sigourney Street, Hartford, CT 06106

Promoting Equality and Justice for all People

Effective January 1, 2015 a new temporary policy was put in to place to address the 2% retainage on Public Works projects. All requests must be made via email by the Requestor (Awarding Agency/Construction Manager at Risk) and sent to Kristen Daniels at kristen.daniels@ct.gov. Due to the volume of requests, emails received from anyone other than the Requestor will not receive a response. Please be patient as we undoubtedly will receive numerous requests at one time. Thank you in advance for your patience and cooperation.

Dear Awarding Agency/CMR:

A temporary policy and practice related to the 2% retainage on Public Works' projects has been put into place while the Commission on Human Rights and Opportunities (CHRO) works diligently to eliminate its backlog. If an Affirmative Action/Set-Aside Plan has been timely submitted and the CHRO has not had an opportunity to fully review and approve, disapprove or conditionally approve an Affirmative Action Plan (AAP) or Set-Aside Plan (SAP) within 120 days, the following procedures will be utilized until further notice by CHRO:

1. Requestor should send an email to CHRO indicating the Requestor's Prime has a Plan that was submitted 120 days ago which has not been reviewed by the Commission. Further, the requestor should request a release of the 2% retainage.
 - a. For Projects considered a "\$20 Million Project", the Construction Manager at Risk (CMR) is the Requestor (a copy of the request should also be sent to the Awarding Agency)
 - b. For Projects over \$50,000 but not considered a "\$20 Million Project", the Awarding Agency is the Requestor
2. CHRO may issue written notification to the Awarding agency to release the 2% based on the Requestor's Prime agreeing to comply with all CHRO requests for documentation (including close-out documents, reporting, etc.) through the close-out of the project file at CHRO.
3. Once the written agreement by the Requestor's Prime has been received, CHRO will then notify the Awarding Agency to release the 2%.
4. The Awarding Agency may then release the 2%.

NOTE 1: It is expected that once released of the 2% retainage, the Requestor's Prime will also release the 2% retainage on all subcontractors who have completed their portion of the project (100%).

NOTE 2: There will be no file close-out at CHRO until all close-out documents, reporting, etc. have been received by CHRO.

Effective: January 1, 2015

A Set-Aside Plan (SAP) is used when:

- A company employs less than 50 people and the state-funded contract value is \$50,000.00 - \$499,999.99
- Any Prime on a CMR project, regardless of company size or contract value (CMR = Construction Manager at Risk)

An Affirmative Action Plan (AAP) is used when:

- A company employs less than 50 people and the state-funded contract value is \$500,000.00 or more
- A company employs 50 or more people, regardless of contract value
- A CMR on a CMR project, regardless of company size or contract value (CMR = Construction Manager at Risk)

If you have any questions, please contact the Contract Compliance Unit at (860) 541-3449.

**Checklist for Municipalities
For Contracting
Effective October 1st, 2015**

- ☐ Post the bid notice with [CHRO language](#) included
- * You do not have to have your bid documents pre-approved by CHRO prior to going out to bid
- ☐ Provide bid documents to bidders with CHRO language included ([Notification to Bidders/Contract Compliance Monitoring Report](#))
- ☐ Check CHRO website for [contractor non-discrimination affidavit list](#)
- * Non-Discrimination Affidavit must be current prior to contract award
- ☐ Check with [CT Law Journal](#) and the [Department of Labor](#) to ensure contractor is not debarred
- ☐ Send either Notification of Contract Award or Intent to Award Contract Notice to selected bidder and copy to CHRO (email Alvin.Bingham@ct.gov)
 - ☐ \$50,000.00 to \$499,999.99 [Notification of Contract Award](#)
 - ☐ \$500,000.00 equal to or greater than [Intent to Award Contract Notice](#)
- ☐ Execute contract with [non-discrimination and set-aside language](#)
 - ☐ \$50,000.00 to \$499,999.99 when awarded
 - ☐ \$500,000.00 equal to or greater than only when:
 - ☐ Contractor has submitted an approved Affirmative Action Plan to CHRO **OR**
 - ☐ Request [authorization from CHRO to execute contract](#) and retain 2% per month of the total contract value until contractor has submitted an approved Affirmative Action Plan to CHRO and CHRO has granted approval
- * Please seek confirmation from your contractor that they have submitted their plan to CHRO; if a contractor's plan is not received the contractor's failure to submit may be reported to our Legal Department

For Contracts Equal to or Greater than \$500,000.00

The contract cannot be awarded without an approved Affirmative Action Plan OR authorization from CHRO to award and retain 2%

- ☐ Contact CHRO AA/CC Unit to request authorization to execute the contract prior to the contractor's Affirmative Action Plan being approved (email Alvin.Bingham@ct.gov)
- ☐ Execute Contract when CHRO gives approval to do so, within two (2) business days
- ☐ Retain 2% of the total state-funded portion of the contract per month until CHRO approves the contractor's Affirmative Action Plan
- ☐ The municipality receives written notice from CHRO to release the 2% retainage
- ☐ Release the 2% retainage to the contractor

Exhibit 2:

CHRO Wages, Guidance, and Forms



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.



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
Office of School Construction Grants & Review (OSCG&R)

CURRENT PREVAILING WAGE RATES

FORM SCG-6000

**IN COMPLIANCE WITH SECTION 31-53 OF THE
CONNECTICUT GENERAL STATUTES (C.G.S.)**

SHALL BE INSERTED

**PRIOR TO RELEASE OF DOCUMENTS
For BID or PROCUREMENT**

ANNUAL ADJUSTMENT OF WAGE RATES

WILL BE AS REQUIRED

PER C.G.S. SECTION 31-55a

**If you have questions regarding wages and workplace standards refer to the
Department of Labor website: <http://www.ctdol.state.ct.us> or call 860-263-6000**

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

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

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. RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **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, assemble, install and repair 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 required 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.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (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.

NOTICE

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

Inquiries can be directed to 860.263.6790.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

Contracting Agency Certification Form

I, _____, acting in my official capacity as _____,
Authorized Representative Title
for _____, located at _____,
Contracting Agency Address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
Project name and number Address

shall be \$_____, which includes all work, regardless of whether such project
contains of one or more contracts.

Contractor Information

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

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	FICA	FEDERAL	STATE			LIST OTHER						
				Trade License Type & Number - OSHA 10 Certification Number											Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH											
HOURS WORKED EACH DAY																											
												\$ Base Rate	1. \$														
													2. \$														
													3. \$														
													4. \$														
													5. \$														
													6. \$														
											\$ Cash Fringe	1. \$															
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												3. \$															
												4. \$															
												5. \$															
												6. \$															

12/9/2013
WWS-CP1

*IF REQUIRED

*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			LIST OTHER	
			Trade License Type & Number - OSHA								Total	TOTAL FRINGE BENEFIT PLAN									
			10 Certification Number	HOURS WORKED EACH DAY						O/T Hours	CASH										
																				\$ Base Rate	1. \$
																					2. \$
																				\$ Cash Fringe	3. \$
																					4. \$
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																			\$ Base Rate	1. \$	
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																			\$ Base Rate	1. \$	
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																			\$ Base Rate	1. \$	
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																			\$ Cash Fringe	3. \$	
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																				5. \$	
6. \$																					

12/9/2013
WWS-CP2

*IF REQUIRED

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER ____ OF

Exhibit 3:

Exhibit 3.1 - Wendell Cross existing transformers

Exhibit 3.2 - Generali existing transformers

Exhibit 3.3 - Sprague existing transformers

Exhibit 3.4 - Tinker existing transformers

Exhibit 3.5 - West Side existing transformers

Exhibit 3.1 - Wendell Cross Photos of Existing Transformer











Exhibit 3.2 - M.M Generali Photos of Existing Transformer







535704

NOTICE
LESS THAN 2" FROM
ELECTRICAL EQUIPMENT
DANGER OF ELECTRIC SHOCK
OR BURNING

500 KVA
6763 LBS

1439

WARNING **NOTICE**
Hazardous voltage inside
KEEP OUT!
WARNING
Unauthorized access creates
an electrical safety hazard.
Before opening call 811.
EVERSOURCE



Exhibit 3.3 - Sprague Photos of Existing Transformer











535704

500 KVA
6763 LBS

1440

WARNING **NOTICE**
KEEP OUT!
WARNING



Exhibit 3.4 - B.W Tinker Photos of Existing Transformer









Exhibit 3.5 - West Side Middle School Photos of Existing Transformer









Exhibit 4:

Exhibit 4.1 - Wendell Cross overall roof plan

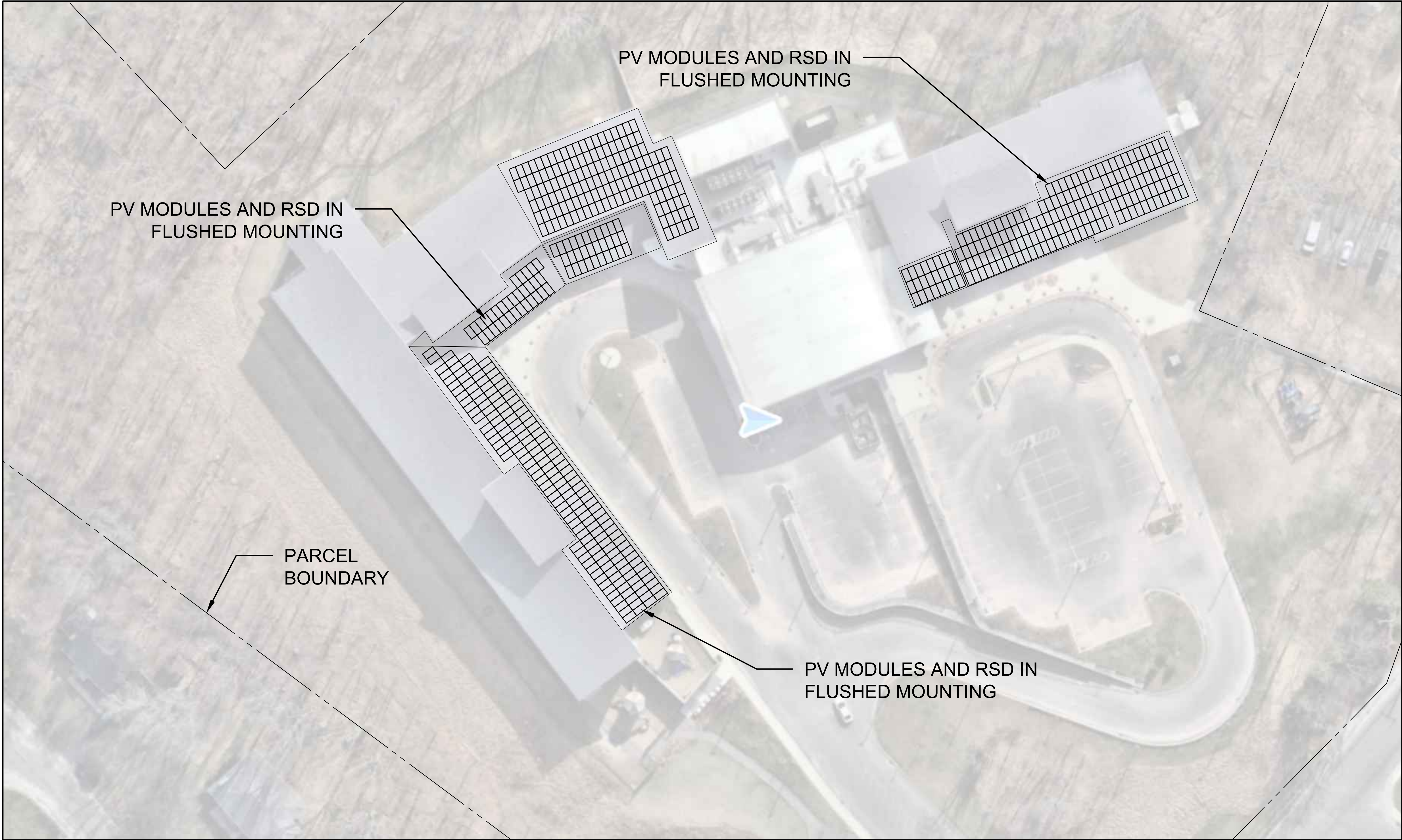
Exhibit 4.2 - Generali overall roof plan

Exhibit 4.3 - Sprague overall roof plan

Exhibit 4.4 - Tinker overall roof plan

Exhibit 4.5 - West Side overall roof plan

Exhibit 4.1 - Wendell Cross overall roof plan



1
PV-1

OVERALL PV LAYOUT PLAN

Project Info

SOLAR DEVELOPER:

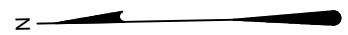


1 PRESTIGE DRIVE, SUITE
103, MERIDEN, CT 06450
CSWENERGY.COM

PV ROOF SYSTEM INFO:

- 293.09 KW DC STC
- 200.00 KW AC
- 331.9 MWH ANNUAL PRODUCTION
- (4) PVI-50TL (SOLECTRIA)
- (553) JAM72S30-530 (530W STC)
- TILT = 18°, 25°
- AZIMUTH = 142.88°, 67.82°, 248.59°, 233.29°, 247.71°
- ROW SPACING = 0.08'

DAS ID
151-0310 PV



	Version 1	
	Version 2	
Date	Revision/Issue	D.B.

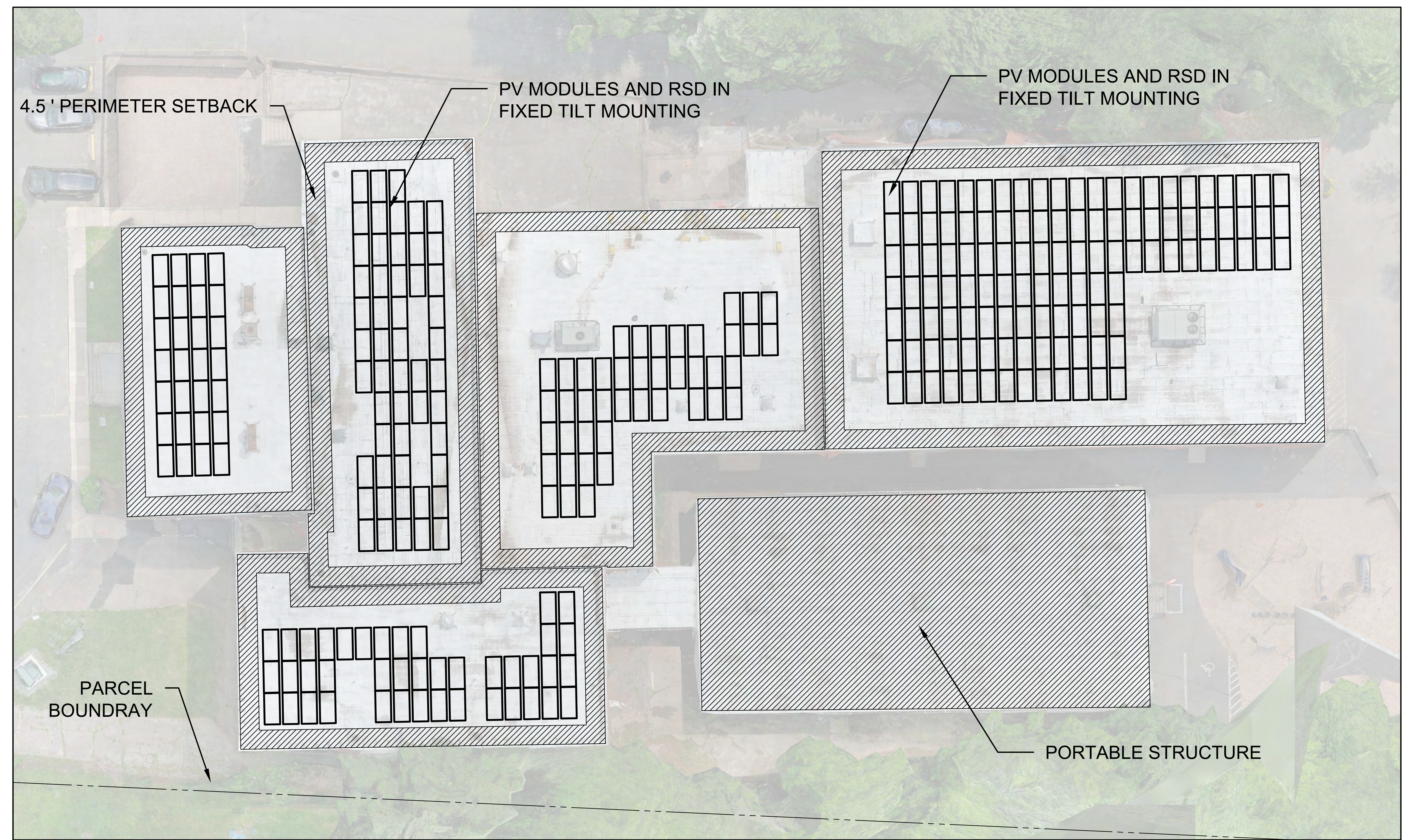
WENDELL L. CROSS
ELEMENTARY SCHOOL

ROOF PV SYSTEM
1255 HAMILTON AVE CT

OVERALL ROOF PLAN

Project	Sheet
Date 08/28/2025	PV-1
Scale AS NOTED	

Exhibit 4.2 - Generali overall roof plan



1
PV-1

OVERALL PV LAYOUT PLAN

Project Info

SOLAR DEVELOPER:

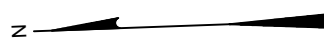


1 PRESTIGE DRIVE, SUITE
103, MERIDEN, CT 06450
CSWENERGY.COM

PV ROOF SYSTEM INFO:

- 155.10 KW DC STC
- 120.00 KW AC
- 186.7 MWH ANNUAL PRODUCTION
- (2) PVI-60TL (SOLECTRIA)
- (282) JAM72S30-550 (550W STC)
- TILT = 5°
- AZIMUTH = 178.94°
- ROW SPACING = 0.8'

DAS ID
151-0311 PV



	Version 1	
	Version 2	
Date	Revision/Issue	D.B.

M.M. GENERALI
ELEMENTARY SCHOOL

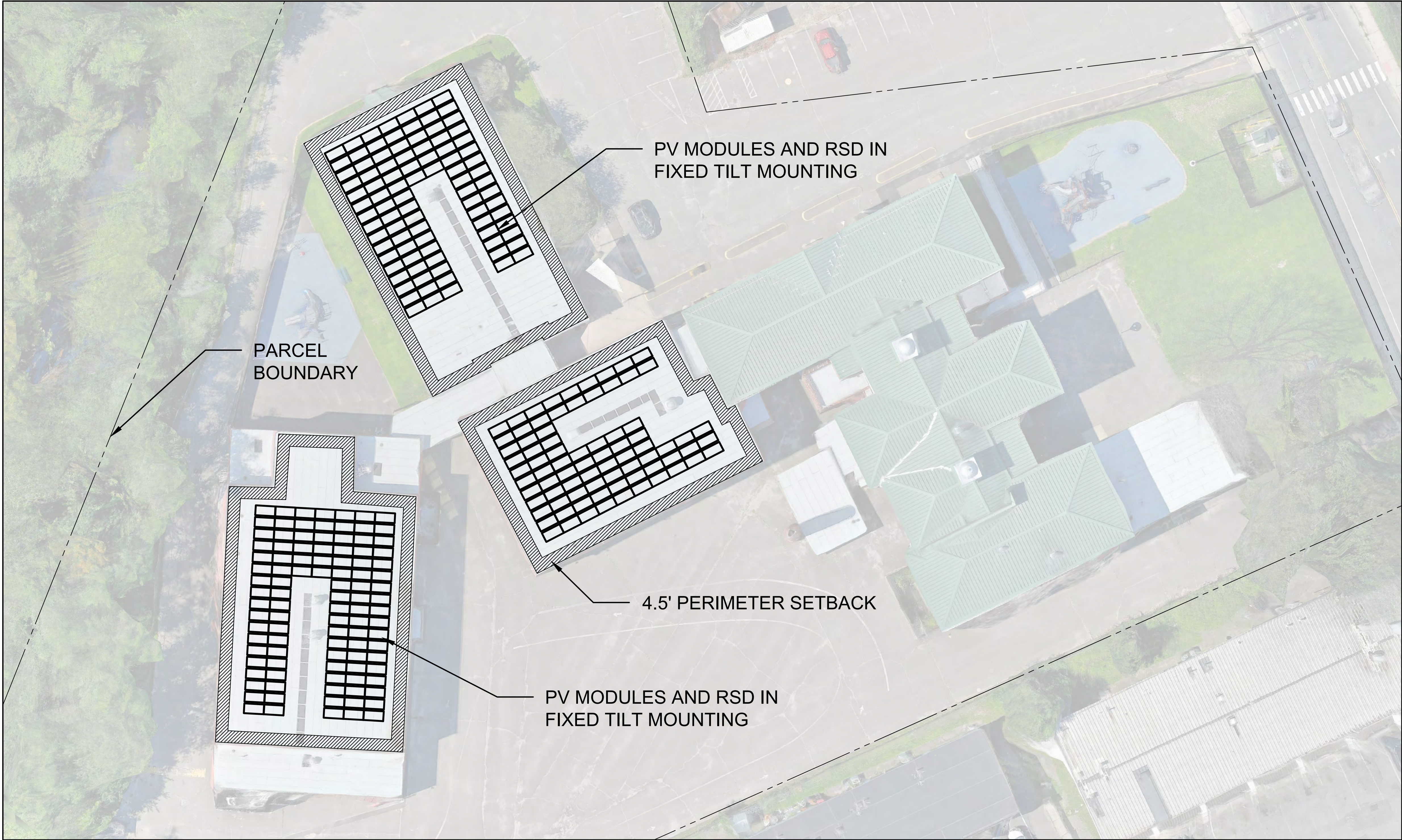
ROOF PV SYSTEM

3196 E MAIN ST. CT

OVERALL ROOF PLAN

Project	Sheet
Date 08/28/2025	PV-1
Scale AS NOTED	

Exhibit 4.3 - Sprague overall roof plan



1
PV-1

OVERALL PV LAYOUT PLAN

Project Info

SOLAR DEVELOPER:



1 PRESTIGE DRIVE, SUITE
103, MERIDEN, CT 06450
CSWENERGY.COM

PV ROOF SYSTEM INFO:

- 149.60 KW DC STC
- 120.00 KW AC
- 184.3 MWH ANNUAL PRODUCTION
- (2) PVI-60TL (SOLECTRIA)
- (272) JAM72S30-550 (550W STC)
- TILT = 5°
- AZIMUTH = 153.01°, 182.69°
- ROW SPACING = 0.8'

DAS ID

151-0312 PV



	Version 1	
	Version 2	
Date	Revision/Issue	D.B.

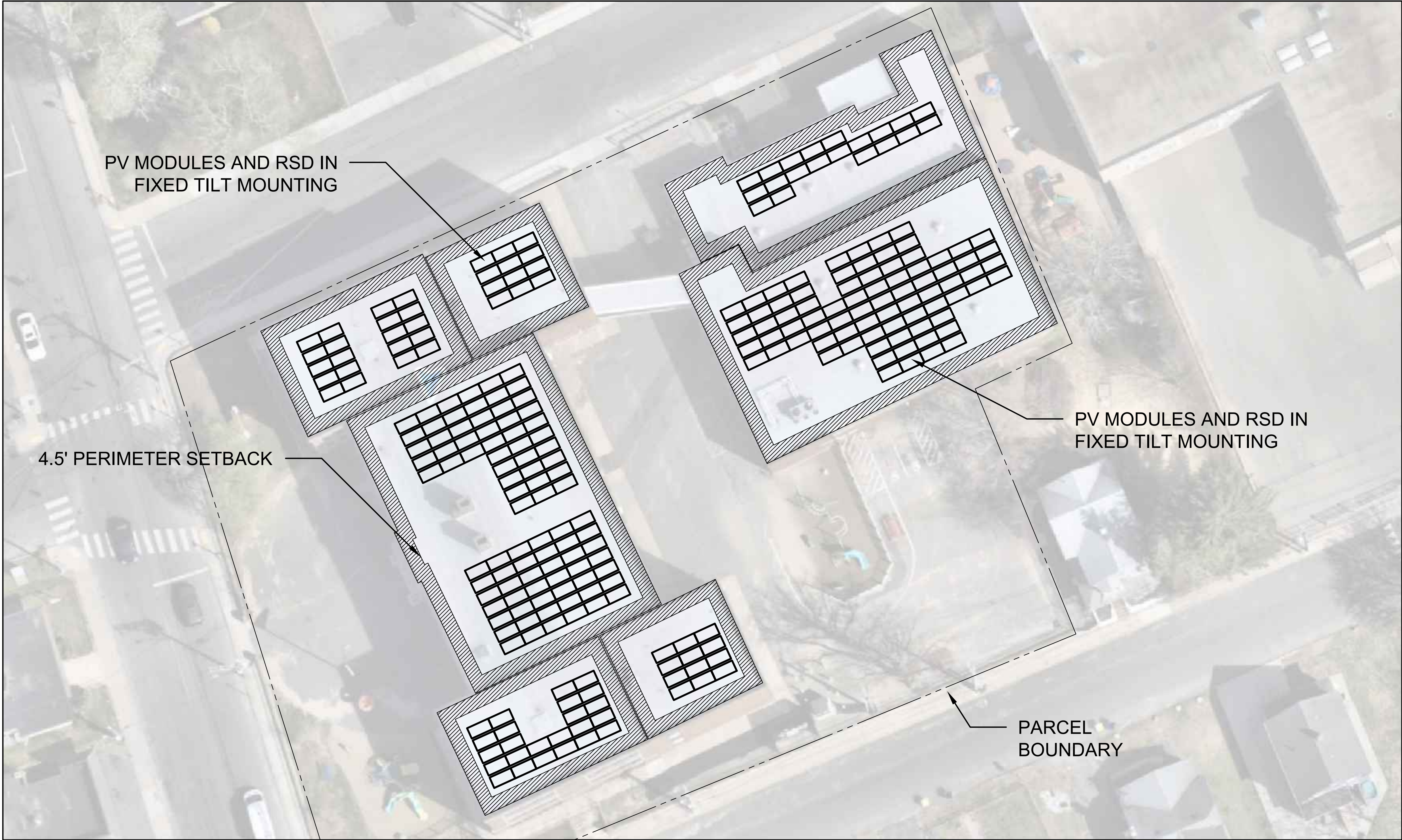
SPRAGUE ELEMENTARY
SCHOOL

ROOF PV SYSTEM
1443 THOMASTON AVE

OVERALL ROOF PLAN

Project	Sheet
Date 08/28/2025	PV-1
Scale AS NOTED	

Exhibit 4.4 - Tinker overall roof plan



1
PV-1

OVERALL PV LAYOUT PLAN

Project Info

SOLAR DEVELOPER:

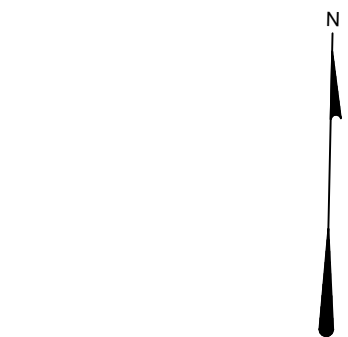


1 PRESTIGE DRIVE, SUITE
103, MERIDEN, CT 06450
CSWENERGY.COM

PV ROOF SYSTEM INFO:

- 139.15 KW DC STC
- 100.00 KW AC
- 167.2 MWH ANNUAL PRODUCTION
- (2) PVI-50TL (SOLECTRIA)
- (253) JAM72S30-550 (550W STC)
- TILT = 5°
- AZIMUTH = 155.53°
- ROW SPACING = 0.8'

DAS ID
151-0313 PV



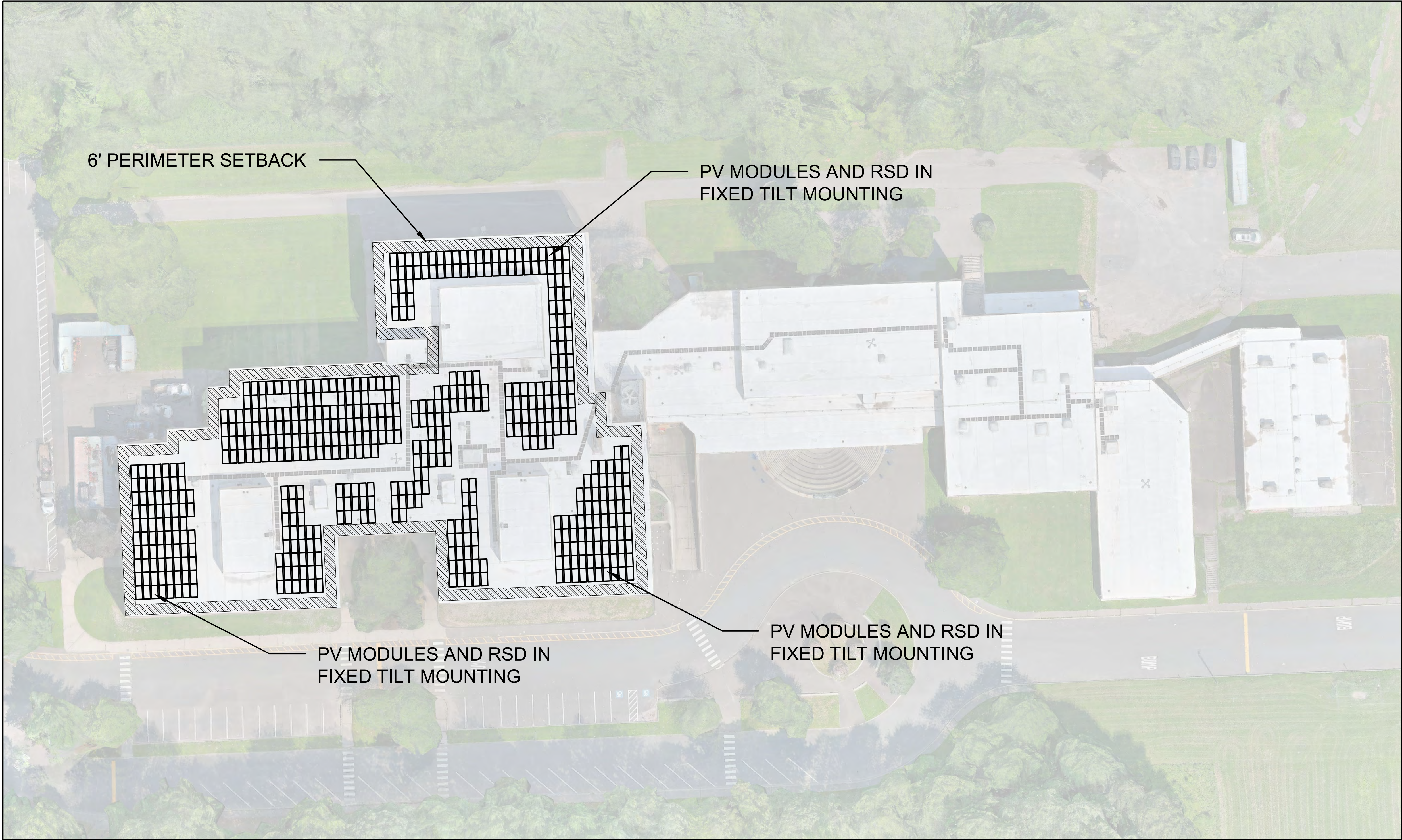
	Version 1	
	Version 2	
Date	Revision/Issue	D.B.

B.W. TINKER
ELEMENTARY SCHOOL
ROOF PV SYSTEM
809 HIGHLAND AVE. CT

OVERALL ROOF PLAN

Project	Sheet
Date 08/28/2025	PV-1
Scale AS NOTED	

Exhibit 4.5 - West Side overall roof plan



1
PV-1

OVERALL PV LAYOUT PLAN

Project Info

SOLAR DEVELOPER:

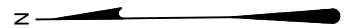


1 PRESTIGE DRIVE, SUITE
103, MERIDEN, CT 06450
CSWENERGY.COM

PV ROOF SYSTEM INFO:

- 289.30 KW DC STC
- 200.00 KW AC
- 341.3 MWH ANNUAL PRODUCTION
- (4) PVI-50TL (SOLECTRIA)
- (526) JAM72S30-550 (550W STC)
- TILT = 5°
- AZIMUTH = 177.40°
- ROW SPACING = 0.8'

DAS ID
151-0314 PV



	Version 1	
	Version 2	
Date	Revision/Issue	D.B.

WEST SIDE MIDDLE
SCHOOL

ROOF PV SYSTEM
483 CHASE PKWY CT

OVERALL ROOF PLAN

Project	Sheet
Date 08/28/2025	PV-1
Scale AS NOTED	

Exhibit 5:

Exhibit 5.1 - Wendell Cross drone aerial image

Exhibit 5.2 - Generali drone aerial image

Exhibit 5.3 - Sprague drone aerial image

Exhibit 5.4 - Tinker drone aerial image

Exhibit 5.5 - West Side drone aerial image

Exhibit 5.1 - Wendell Cross drone aerial image



Exhibit 5.2 - Generali drone aerial image



Exhibit 5.3 - Sprague drone aerial image



Exhibit 5.4 - Tinker drone aerial image



Exhibit 5.5 - West Side drone aerial image



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 TO COMPLETE A FULLY OPERATIONAL PHOTOVOLTAIC SOLAR SYSTEM. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, STATE AND LOCAL CODES AND INDUSTRY BEST PRACTICES.

BEFORE SUBMITTING A BID, THE CONTRACTOR SHALL REVIEW THE REQUEST FOR PROPOSAL, VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH ALL EXISTING CONDITIONS UNDER WHICH THE WORK 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. (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.

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
- UL - UNDERWRITERS LABORATORIES
- NFPA 101 - LIFE SAFETY CODE
- NFPA 99 - HEALTH FACILITIES CODE
- CPA 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
- ICC/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, UNLESS OTHERWISE NOTED. 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 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 FIT PROPERLY INTO THE BUILDING SPACES, WHERE NO SPECIFIC KIND OR QUALITY MATERIAL IS GIVEN, A FIRST-CLASS STANDARD ARTICLE AS ACCEPTED BY THE OWNER 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 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.

GUARANTEES

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 CONSTRUCTION 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 OWNER.

COORDINATION

ALL WORK SHALL BE CARRIED OUT IN CONJUNCTION WITH THE OWNER 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. MODULES
- b. INVERTERS
- c. RACKING
- d. PANELBOARDS
- e. SAFETY/DISCONNECT SWITCHES
- f. CIRCUIT BREAKERS
- g. FUSES
- h. CONDUIT, WIRE AND CABLE
- i. TRANSFORMERS

OPERATING INSTRUCTIONS

THE CONTRACTOR SHALL FURNISH TO THE OWNER ELECTRONIC SETS OF INSTRUCTIONS FOR OPERATING AND MAINTAINING ALL SYSTEMS AND EQUIPMENT INCLUDED IN THIS DIVISION.

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. CONDUITS MOUNTED ON EXTERIOR WALLS SHALL BE PAINTED TO MATCH SAID WALL.

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 CONTRACTOR SHALL PERFORM ALL CUTTING, PATCHING, REPAIRING AND PAINTING FOR ALL ELECTRICAL ITEMS AND EQUIPMENT CALLED FOR UNDER THIS CONTRACT. THIS INCLUDES CUTTING OF ASPHALT, CONCRETE AND CURBS, AS NEEDED FOR TRENCHING.

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 CP23WS 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 OWNER.

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/THHN. 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.

PHOTOVOLTAIC WIRE

CONDUCTOR SHALL BE UL LISTED, 1KV/2KV, USE-2RHH/RHW-2 COPPER CONDUCTOR, INSULATION COMPOUNDS SHALL BE RATED FOR FLAME AND SUN-LIGHT RESISTANCE. CONDUCTOR SHALL BE SUITABLE FOR OUTDOOR ROOFTOP APPLICATIONS WITHOUT RACEWAYS AND PERMITTED IN CABLE TRAYS. WIRE SHALL BE IDENTIFIED BY SURFACE MARKINGS, INDICATING MANUFACTURER'S IDENTIFICATION, CONDUCTOR SIZE AND METAL, VOLTAGE RATING, UL SYMBOL AND TYPE DESIGNATION.

RIGID POLYVINYL CHLORIDE CONDUIT (PVC)

RIGID POLYVINYL CHLORIDE CONDUIT SHALL BE TYPE DB, SCHEDULE 40, EXCEPT IN LOCATIONS WHERE CODE PERMITS SCHEDULE 80, SUN-LIGHT RESISTANT, RATED OR USE WITH 90 DEGREES C. CONDUCTORS, U.L. RATED, ALL PVC CONDUIT AND FITTINGS SHALL BE SOLVENT WELDED.

ELECTRIC METALLIC TUBING (EMT)

ELECTRICAL METALLIC TUBING SHALL BE GALVANIZED THIN WALL STEEL CONDUIT. THE CONNECTORS AND COUPLINGS SHALL BE HEAVY DUTY, STEEL-ZINC PLATED, SET SCREW TYPE FOR INDOOR APPLICATIONS, WHERE INSTALLED IN OUTDOOR APPLICATIONS WEATHER RATED COMPRESSION FITTINGS MUST BE USED.

FLEXIBLE METALLIC CONDUIT (FMC)

FLEXIBLE METALLIC CONDUIT SHALL BE OF HEAVY GALVANIZED SHEET METAL STRIP IN INTERLOCKED CONSTRUCTION. THE CONNECTORS SHALL BE SQUEEZE TYPE MALLEABLE IRON, CADMIUM PLATED.

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 ENCLOSED 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.

METAL CLAD CABLE (MC)

METAL CLAD CABLE SHALL BE INTERLOCKING GALVANIZED STEEL ARMOR CONSTRUCTION, COLOR CODED THERMOPLASTIC/NYLON INSULATION THHN, 90 DEGREE C., 600 VOLTS. COPPER CONDUCTORS AND INTERNAL INSULATED EQUIPMENT COPPER GROUND CONDUCTOR, MARKER TAPE AND CABLE TAPE OVER MINIMUM SIZE #12 AWG UNLESS OTHERWISE INDICATED.

FITTINGS

CONDUIT BODIES FOR ELECTRICAL METALLIC TUBING (EMT) SHALL BE CAST ALUMINUM-ALUMINUM ENAMEL FINISH WITH SET SCREW HUBS AND ALUMINUM COVER.

INSULATION BUSHINGS SHALL BE HIGH IMPACT THERMOPLASTIC PHENOLIC WITH 150 DEG. C. UL TEMPERATURE RATING.

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.

CONNECTORS AND COUPLINGS FOR ELECTRICAL METALLIC TUBING (EMT) SHALL BE HEAVY STEEL-ZINC PLATED WITH PRE-SET/PRE-SHAKED SET SCREWS OR COMPRESSION TYPE WEATHER RATED FOR OUTDOOR APPLICATIONS.

CONDUIT STRAPS SHALL BE SNAP-TYPE, DOUBLE RIBBED STEEL-ZINC PLATED. METAL CLAD CABLE AND FLEXIBLE METALLIC CONDUIT CONNECTORS SHALL BE MALLEABLE IRON-ZINC PLATED, MALE HUB THREADS WITH LOCKNUT.

SUPPORT FITTINGS

SUPPORT CHANNEL SHALL BE ROLL-FORMED #12 GAUGE STEEL, SOLID BASE OR BOLT HOLE BASE - HOT DIP GALVANIZED FINISH, COMPLETE WITH ANGLE FITTINGS, SPRING NUTS, CONDUIT SUPPORTS, 3/8" OR 1/2" THREADED RODS (SIZE REQUIRED FOR LOAD), ETC.

FUSES

FUSES SHALL NOT BE INSTALLED UNTIL EQUIPMENT IS READY TO BE EMERGIIZED. THIS MEASURE PREVENTS FUSE DAMAGE DURING SHIPMENT OF THE EQUIPMENT FROM THE MANUFACTURER TO THE JOB SITE.

ALL FUSES SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. FUSES SHALL BE OF THE SAME MANUFACTURER. FUSE TYPES DESCRIBE BELOW SHALL BE U.L. LISTED DUAL ELEMENT TIME DELAY TYPE.

CIRCUIT 0 TO 600 AMPERE SHALL BE PROTECTED BY DUAL ELEMENT, TIME DELAY, CURRENT LIMITING FUSES WITH AN INTERRUPTING RATING OF 200,000 A.I.C. U.L. LISTED CLASS RK1.

FUSES SHALL HAVE VOLTAGE RATING BASED ON DISTRIBUTION REQUIREMENT SYSTEMS.

OUTLET BOXES

OUTLET BOXES SHALL BE GALVANIZED STEEL, FLUSH OR SURFACE MOUNTED AND OF PROPER 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.

OUTLET BOXES SHALL BE SECURED FIRMLY IN PLACE TO THE BUILDING STRUCTURE AND SET TRUE AND SQUARE. PROVIDE SUITABLE MEANS TO SUPPORT OUTLET BOX TO TAKE THE WEIGHT OF THE DEVICE.

PANELBOARDS

PANELBOARDS SHALL BE THE COMBINATION THERMAL/MAGNETIC CIRCUIT BREAKER TYPE, 3 PHASE, 4 WIRE WITH THE NUMBER OF BRANCH CIRCUITS AS REQUIRED. PROVIDE WITH FULLY RATED HARD-DRAWN COPPER, 98 PERCENT CONDUCTIVE PHASE AND GROUND BUS. LUGS SIZED TO ACCOMMODATE WIRE QUALITY AND SIZES. PANELS SHALL BE U.L. LISTED. DOOR-IN-DOOR DESIGN. BOXES SHALL BE CORROSION RESISTANT, ZINC FINISH GALVANIZED. FRONTS SHALL BE REINFORCED STEEL POWDER FINISH PAINTED LIGHT GRAY (ANSI-61) AND SHALL BE EQUIPPED WITH CONCEALED HINGED CONCEALED TRIM ADJUSTING SCREWS. DIRECTORY CARD HOLDERS SHALL BE CORROSION-PROOF VALOX WITH RETRACTABLE LATCH, KEYED ALIKE, PHASE BUS SHALL BE SEQUENCED AND FULLY INSULATED RATINGS SHALL BE DISPLAYED ON THE DEAD FRONT SHIELD AND TOTALLY VISIBLE WITH THE DOOR OPEN. NEMA RATING OF THE PANEL BOARD MUST BE SUITABLE FOR ITS LOCATION.

CIRCUIT BREAKERS

BRANCH CIRCUIT BREAKERS SHALL BE QUICK-MAKE, QUICK-BREAK, BOLT-IN THERMALMAGNETIC TYPE WITH VISIBLE CURRENT RATING AND TRIP POSITION AND BE SUITABLE FOR BACKFEED WHERE REQUIRED.

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.

DRY TYPE TRANSFORMER

DRY TYPE TRANSFORMER SHALL BE U.L. LISTED IN ACCORDANCE WITH ANSI #C89.2 AND NEMA ST-20 STANDARDS. TEMPERATURE RISE OF 150 DEG. C., PAINT COLOR ANSI #61 GRAY, 6-2-1/2% TAPS (2 ABOVE/4 BELOW) WITH COPPER WINDINGS. SOUND RATING 42 TO 45 DECIBELS. THE ENCLOSURE SHALL BE SUITABLE FOR THE INSTALLED LOCATION.

SAFETY/DISCONNECT SWITCHES

DISCONNECT/SAFETY SWITCHES SHALL BE MOTOR RATED, METAL ENCLOSED, INTERLOCKING, FUSIBLE OR NONFUSED AS REQUIRED. HEAVY DUTY TYPE, WITH APPROPRIATE VOLTAGE RATINGS, QUICK-MAKE, QUICK-BREAK MECHANISMS, SOLID NEUTRAL AND U.L. LISTED. SWITCHES SHALL HAVE PROPER TYPE METAL ENCLOSURES, STANDARD, WEATHERPROOF, DUSTPROOF, ETC., TO SUIT THEIR SPECIFIC LOCATIONS.

JUNCTION BOXES, PULLBOXES AND WIREWAYS

JUNCTION BOXES, PULLBOXES AND WIREWAYS SHALL BE OF PROPER TYPE AND SIZES AS REQUIRED. CODE GAUGE, GALVANIZED STEEL WITH KNOCKOUTS 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.

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. 467 (ANSI C-33.8-1972). MINIMUM SIZE SHALL BE 5/8 INCH DIAMETER BY EIGHT (8) FT LENGTH.

WIRING DEVICES

ALL DEVICES SHALL BE COMMERCIAL SPECIFICATION GRADE, U.L. LISTED, SELF-GROUNDING, GROUND LUG, SIDE/BACK WIRED.

WALL PLATES FOR SWITCHES AND RECEPTACLES SHALL BE STAMPED STEEL FOR UNFINISHED AREAS.

RECEPTACLES LOCATED IN WET LOCATIONS SHALL BE INSTALLED WITH AN OUTLET ENCLOSED POLYVINYL GRAY JACKET. CONDUIT SHALL BE U.L. LABELED AND CONFORMED TO THE APPLICATION AND ENVIRONMENT IN WHICH IT WILL BE USED. THE ENCLOSURE MUST EMPLOY STAINLESS STEEL MOUNTING HARDWARE AND BE CONSTRUCTED OF IMPACT RESISTANT POLYCARBONATE. THE OUTLET ENCLOSURE SHALL BE U.L. LISTED.

POWER AND CONTROL WIRING

FURNISH AND INSTALL ALL POWER WIRING, CONTROL WIRING (120VAC), CONDUIT AND FITTINGS FOR ALL EQUIPMENT AND FINAL CONNECTIONS. UPON COMPLETION OF WORK, CHECK OUT EACH ITEM.

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.

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 LOCATIONS AS FOLLOWS (FITTINGS MUST BE SUITABLE FOR LOCATION):

- 1. INTERIOR PANEL FEEDERS
- 2. INTERIOR RECEPTACLE AND POWER BRANCH CIRCUIT WIRING
- 3. THROUGH EXTERIOR WALLS
- 4. EXTERIOR INSTALLATIONS

RIGID POLYVINYL CHLORIDE (PVC) SHALL BE USED FOR WIRING IN THE FOLLOWING LOCATIONS:

- 1. BURIED UNDER GRADE
- 2. POWER BRANCH CIRCUIT WIRING BURIED UNDER GRADE
- 3. BELOW CONCRETE SLABS OR ASPHALT
- 4. EXPOSURE TO MOISTURE

ALL CONDUIT SHALL BE INSTALLED IN PARALLEL AND PERPENDICULAR TO THE BUILDING LINES.

ALL CONDUIT SHALL BE SUPPORTED USING CADMIUM PLATED CONDUIT STRAPS AND HANGERS.

SEPARATE CONDUIT SYSTEMS SHALL BE INSTALLED FOR ALTERNATING CURRENT AND DIRECT CURRENT POWER.

WIRING

PROVIDE WIRING TO ALL OUTLETS, EQUIPMENT, APPARATUS AND OTHER SPECIALTIES. THE TERM 'WIRING' SHALL BE CONSIDERED TO BE COMPRISED OF THE CONDUIT, CONDUCTORS, CONNECTIONS, ETC.

ALL WIRING MUST BE 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.

CONDUCTOR WITHIN PANELBOARDS, JUNCTION BOXES, TROUGHS AND OTHER EQUIPMENT WHERE CONCENTRATIONS OF CONDUCTORS ARE ENCLOSED, SHALL BE NEATLY ARRANGED.

CIRCUITS SHALL BE SO CONNECTED TO THE PANELBOARDS THAT THE TOTAL LOAD IS DISTRIBUTED AS NEATLY AS POSSIBLE, EQUALLY BETWEEN EACH LINE AND NEUTRAL.

BRANCH CIRCUIT WIRING FOR DEVICES IN DRYWALL CONSTRUCTION AND ACCESSIBLE HUNG CEILING SPACE, MAY BE INSTALLED IN A METAL SHEATHED 'MC' TYPE CABLE WHERE APPROVED BY THE NEC AND THE AUTHORITY HAVING JURISDICTION. CABLE SHALL BE SUPPORTED FROM STRUCTURE 4" O.C. WITH APPROVED CABLE SUPPORTS. PROVIDE APPROPRIATE GROMMETS FOR HORIZONTAL RUNS IN METAL STUD PARTITIONS. CABLE SHALL NOT LAY ON CEILING STRUCTURE OR TILES. PROVIDE ANTI-SHORT BUSHINGS (RED HEAD) UNDER ARMOR JACKET AT TERMINATIONS.

COMMON NEUTRAL FOR MULTIPLE BRANCH CIRCUITS IS NOT ACCEPTABLE. 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.

PROVIDE FLEXIBLE METAL CONDUIT FOR DRY TYPE TRANSFORMER. LENGTH OF FLEXIBLE METAL CONDUIT DO NOT EXCEED THREE FEET (3).

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.

SPLICES FOR CONDUCTORS, SIZES #10 AWG OR SMALLER SHALL BE MADE WITH U.L. LISTED SPRING-TYPE CONNECTORS OR APPROPRIATE CURRENT CARRYING CAPACITY.

SPLICES, TAPS AND TERMINALS FOR CONDUCTORS #6 AWG OR LARGER SHALL BE MADE WITH U.L. LISTED BOLTED PRESSURE CONNECTORS OF BRONZE OR COPPER CONSTRUCTION, OF APPROPRIATE CURRENT CARRYING CAPACITY.

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 FOR PHASE ROTATION.

208/120V/3PH	480/277V/3PH
PHASE A	BROWN
PHASE B	ORANGE
PHASE C	YELLOW
NEUTRAL	WHITE
GROUND	GREEN

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.

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 GROUNDED AND BONDED IN FULL CONFORMANCE WITH THE LATEST APPROVED EDITION OF THE NATIONAL ELECTRICAL CODE AND LOCAL REQUIREMENTS.

ALL ELECTRICAL EQUIPMENT, TRANSFORMERS, PANELBOARD ENCLOSURES, SAFETY SWITCHES, METAL ENCLOSURES, ELECTRICAL DEVICE CLOSURES 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, FIXTURE AND OTHER EQUIPMENT COMPONENTS BY MEANS OF A POSITIVELY SECURED GROUNDING CLAMP, SCREW OR CLIP. CONNECTIONS TO GROUNDING RODS, OTHER GROUNDING ELECTRODE CONDUCTORS AND CONNECTIONS TO PIPES SHALL BE MADE WITH 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.

DATA SYSTEM

FURNISH OUTLET BOXES, RACEWAYS FOR THE VOICE/DATA SYSTEMS.

ALL WORK RELATED TO THE DATA SYSTEM SHALL CONFORM TO THE REQUIREMENTS OF TIA/EIA TELECOMMUNICATION BUILDING WIRING STANDARDS AND BICSI TELECOMMUNICATION DISTRIBUTION STANDARDS.

Exhibit 7:

Wendell Cross Snow Guard Data Sheet

Cut Sheet - PD30R

1. Installation to be completed in accordance with manufacturer's written specifications and installation instructions.
2. See spec sheet or contact manufacturer for detailed material, finishes, and configuration options.
3. Contact manufacturer for detailed layout.
4. Do not scale drawings.
5. Subject to change without notice.
6. For patent information, visit our [Patent Page](#).

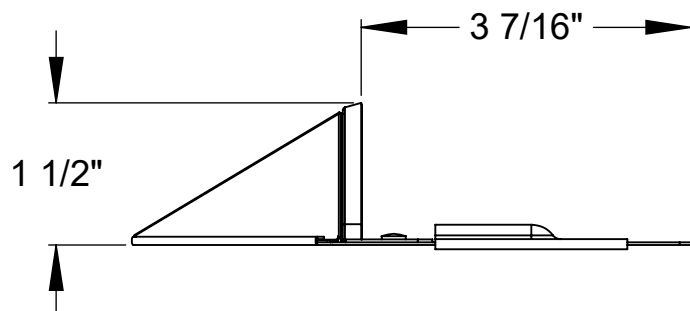
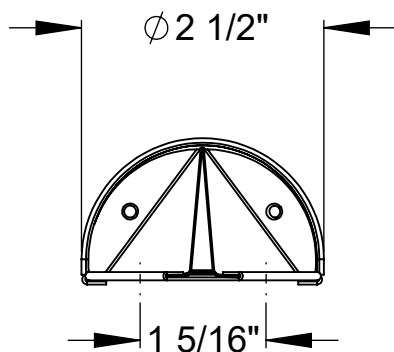
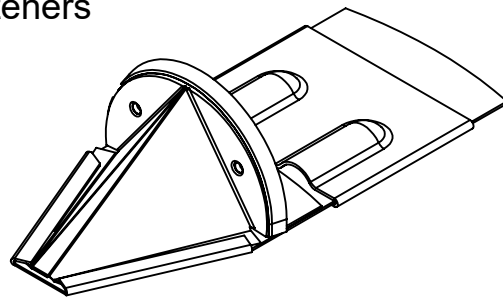
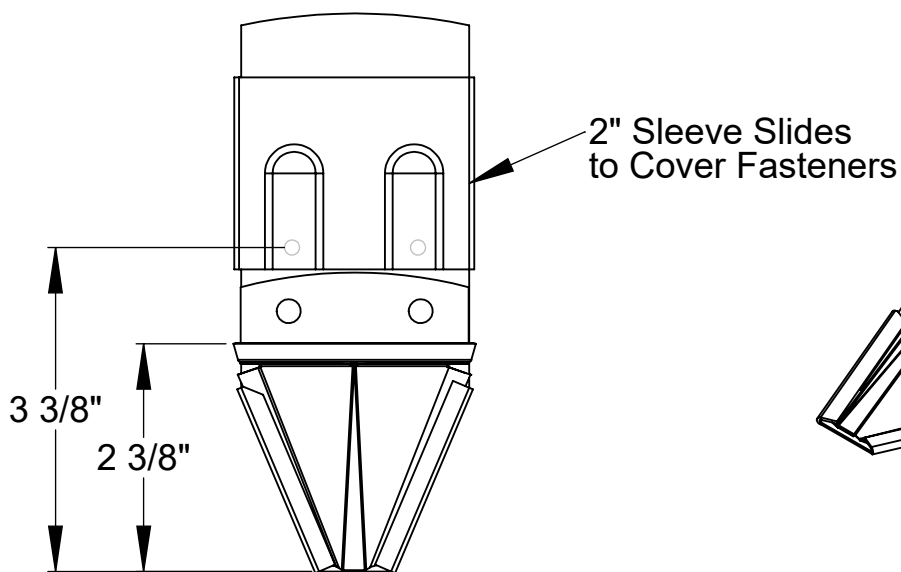
Available Materials

- ☐ Aluminum
- ☐ Copper

*Some materials may have a 3rd button connecting cap and gusset to strap

Available Finishes

- ☐ Mill Finish (Standard)
- ☐ Pre-Painted Aluminum
(Firestone UnaClad Kynar Color: _____)



289 Harrel Street
Morrisville, VT 05661
Phone: 1.888.766.4273
Fax: 1.888.766.9994
Email: Info@alpinesnowguards.com

Scale: 1:2

2/22/2024

Exhibit 8:

Wendell Cross Snow Guard Photo



Exhibit 9:

Exhibit 9.1 - Wendell Cross roof warranty

Exhibit 9.2 - Generali roof warranty

Exhibit 9.3 - Sprague roof warranty

Exhibit 9.4 - Tinker roof warranty

Exhibit 9.5 - West Side roof warranty

YOUNG DEVELOPERS, LLC

9 Hamden Park Drive
Hamden, CT 06514

LIMITED LABOR WARRANTY

This warranty is issued to the owner of the building/ school located at the address below. Young Developers, LLC, warrants all workmanship furnished and installed by against defects of workmanship for a period of Two (2) Years from the date of completion thereof, excluding leaks caused by sheathing nails installed by others, work performed by others, acts of God, (hail, ice dams, high winds, tornadoes, lightning etc.), or accidents in which Young Developers, LLC, has no control.

If a problem ever occurs, the property owner shall promptly notify Young Developers, LLC. In the event that the problem is due to workmanship or defective materials, Young Developers, LLC will rectify the situation at no charge to the property owner for the duration of this warranty. However, should repairs be necessary which are not the results of defects in workmanship or materials provided by Young Developers, LLC, reasonable charges will be incurred for such repair and/ or inspections.

This warranty is limited to defective workmanship and materials provided by Young Developers, LLC and shall not apply to any other defects in the roof, including but not limited to those caused by improper construction of the structure or base upon which the roof is laid, such as warped sheathing boards, cracking or undue expansion of the roof deck or building. Nothing in this warranty shall be construed to cover any damages to the structure or contents thereof, past or present mold and or abatement, after completion of the roof. Young Developers, LLC shall have no obligation to perform any work or services under this warranty until the work and materials covered hereby are paid in full.

After completion of the roof, no HVAC equipment, radio or television aerials, satellite dishes, framework or signs, water towers, sprinkler systems, vents, skylights, lighting, electrical conduit, electrical wiring, solar & heating units, additions or any other type of roof penetration shall be installed thereon unless Young Developers, LLC is first notified of such installation and be given the opportunity to make and charge for proper sealing to roof surface after such installation in order for the warranty to stay in place. Should one or any combination herein stated be performed prior to notifying, Young Developers, LLC shall have no obligation to perform any work or services under this warranty.

OWNER: City of Waterbury – Wendell Cross Elementary School

ADDRESS: 1255 Hamilton Ave. Waterbury, CT 06706

WORK COVERED: 07 31 13-Asphalt Shingles, 07 53 23-EPMS Roofing, 07 54 23-TPO Roofing, 07 62 00-Sheet Metal Flashing & Trim, 07 71 00-Roof Specialties, 07 72 53-Snow Guards

DATE COMPLETED: 7/30/21

WARRANTY EXPIRATION DATE: 7/30/23



Executed By Robert Rejin, Member of Young Developers



The Legal Stuff

What is Covered/Excluded. This Golden Pledge® Limited Warranty covers certain GAF roofing products installed on your roof (the "GAF Products") including GAF Asphaltic Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, GAF Cobra® Attic Ventilation Products, and GAF-labeled Ultimate Pipe Flashing® with EasySleeve® (manufactured by Lifetime Tool® & Building Products LLC) in the unlikely event that they contain a manufacturing defect. Misapplication of your GAF Products and flashings at valleys, dormers, chimneys, and plumbing vents (the "Covered Flashings") is also covered. Note: This limited warranty does not cover low-slope membranes, Master Flow® Ventilation Products, or GAF ThermoCal® Ventilated Nail Base Roof Insulation. Please go to gaf.com for a copy of the limited warranties covering these products.

How Long Your Warranty Lasts

GAF Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage*****
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**	
Designer Lifetime Shingles	Lifetime*	50 Years	15 Years	With Special Installation***: 130/209 Without Special Installation***: 11Q/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year	30 Years
Timberline® UHD Shingles							
LayerLock-labeled Shingles	Lifetime*	50 Years	15 Years	WindProven™ Limited Wind Warranty****: No maximum wind speed. For all other installations: With Special Installation***: 130/209 Without Special Installation***: 11Q/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year	25 Years
All Other Timberline® Lifetime Shingles	Lifetime*	50 Years	15 Years	With Special Installation***: 130/209 Without Special Installation***: 11Q/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year	25 Years
Marquis WeatherMax®	30 Years	20 Years	15 Years	80/130	StainGuard®: 10 Years	StainGuard®: 1 Year	20 Years
Royal Sovereign®	25 Years	20 Years	15 Years	60/96	StainGuard®: 10 Years	StainGuard®: 1 Year	20 Years
GAF Ridge Cap Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage*****
			Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**	
TimberTex®	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	With Special Installation***: 130/209 Without Special Installation***: 11Q/175	StainGuard®: 10 Years	StainGuard®: 1 Year	Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
Ridglass®, TimberCrest®	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	With Special Installation***: 130/209 Without Special Installation***: 11Q/175	No coverage.	No coverage.	Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
Seal-A-Ridge®, Seal-A-Ridge® AS	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	9Q/144	StainGuard®: 10 Years	StainGuard®: 1 Year	Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
Z® Ridge	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	With Special Installation***: 9Q/144 Without Special Installation***: 7Q/112	No coverage.	No coverage.	Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
Other GAF Accessories	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage*****
GAF Starter Strip Shingles GAF Leak Barrier Products GAF Roof Deck Protection Products GAF Cobra® Attic Ventilation Products	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		No coverage.		No coverage.		Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.

***Definition of Lifetime:** The word "Lifetime" means as long as you, the original owner(s) (or the second owner(s) if coverage was properly transferred within the first 20 years), own the property where the shingles and/or accessories are installed. The Lifetime warranty term and 50-year non-prorated period are applicable only to shingles and accessories installed on a single-family detached residence owned by individuals. For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, apartment building, office building, or multi-use structure, the length of the warranty is 40 years and the non-prorated period is 25 years. See Golden Pledge Limited Warranty for Commercial and Multi-Family Properties for complete coverage and restrictions.

****Smart Choice® Protection Period:** refers to the crucial period of time following installation of the GAF Products during which the coverage provided for in this limited warranty is non-prorated. After the Smart Choice® Protection Period specified above, the remedy provided for in this warranty may be different than that provided for during the Smart Choice® Protection Period, and any remedy will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, GAF's contribution in years 51 and beyond is 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

*****Special Installation:** Your GAF LayerLock-labeled shingles will be covered up to the maximum wind speed above ONLY if installed using 4 nails per shingle and you have GAF Starter Strip Products installed at the eaves and rakes. Special Installation for all other GAF Shingles requires use of 6 nails per shingle and GAF Starter Strip Products installed at the eaves and rakes. Your GAF Ridge Cap Shingles will be covered up to the maximum wind speed above ONLY if your ridge cap shingles are installed in strict accordance with the "Maximum Wind Speed Coverage Under Limited Warranty" section of the applicable ridge cap shingle application instructions.

******WindProven™ Limited Wind Warranty** requires installation of LayerLock-labeled shingles using 4 nails per shingle, and at least four (4) qualifying accessories.

*******Misapplication Coverage:** Misapplication Coverage Terms listed above pertain to GAF Shingles and Accessories installed on single-family detached residences owned by individual(s). For other types of owners or buildings, coverage lasts for 25 years. See Golden Pledge Limited Warranty for Commercial and Multi-Family Properties for complete coverage and restrictions.



continued from previous page

Who Is Covered By This Limited Warranty: Transferability

You are covered by this limited warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This limited warranty may be transferred **only once**. The second owner must notify GAF in writing within **one year** after the property transfer for warranty coverage to be transferred. (Other than this one transfer, this warranty may **not** be transferred or assigned, directly or indirectly.) If the transfer takes place within the first 20 years after installation, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after ownership changes. During this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement GAF Products, reduced by the amount of use that has been received from the GAF Products from date of installation through the date of claim.

Manufacturing Defects: What Is Covered/Sole And Exclusive Remedy

GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term listed above. **Note:** Wind Warranty and Algae Warranty are covered separately below.

(1) During the Smart Choice® Protection Period: GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Product(s) (excluding non-GAF accessories, metal work, or flashings other than Covered Flashings), and will provide replacement GAF Products or the reasonable cost of obtaining replacement GAF Products, at GAF's option. The costs of labor to tear off some or all of your GAF Products and disposal are included if necessary to repair your roof.

(2) After the Smart Choice® Protection Period: The repair or re-cover cost, replacement GAF Products, or reimbursement provided to you will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a lifetime warranty, GAF's contribution in years 51 and beyond will be 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

WindProven™ Limited Wind Warranty: What Is Covered/Sole and Exclusive Remedy

This limited warranty is **specifically conditioned** on your meeting all eligibility requirements, including installation of **LayerLock-labeled** shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, and a GAF Roof Deck Protection Product, plus your choice of either a GAF Leak Barrier Product or GAF All-in-Ventilation Product, and your **LayerLock-labeled** shingles being fastened and installed **strictly** in accordance with GAF's application instructions. For installations which do not meet these eligibility requirements, see **Wind Warranty** section below. The limited warranty applies only to your **LayerLock-labeled** shingles and does not apply to any GAF Accessory Products. GAF warrants to you that your **LayerLock-labeled** shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) after they should have sealed but did not due to a manufacturing defect. If your **LayerLock-labeled** shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles and hand-sealing any unsealed shingles. Costs related to underlayment, metal work, and flashings are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the **LayerLock-labeled** shingles on your roof.

Wind Warranty: What Is Covered/Sole And Exclusive Remedy

GAF warrants to you that your GAF shingles and ridge cap shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed above after they should have sealed but did not due to a manufacturing defect or their misapplication. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off shingles or damaged shingles or ridge cap shingles and hand-sealing any unsealed shingles or ridge cap shingles. Costs related to metal work and flashings (other than Covered Flashings) are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles and ridge cap shingles on your roof.

Algae Warranty: What Is Covered/Sole And Exclusive Remedy

This limited warranty applies only to shingles and ridge cap shingles sold in packages bearing the **StainGuard Plus™** or **StainGuard®** logos. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your **StainGuard Plus™** or **StainGuard®**-labeled shingles or ridge cap shingles for the warranty term listed above. If your **StainGuard Plus™**-labeled shingles or your **StainGuard®**-labeled shingles or ridge cap shingles exhibit a pronounced discoloration caused by blue-green algae during the Smart Choice® Protection Period listed above, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles or ridge cap shingles or, at GAF's sole option, replacing discolored shingles or ridge cap shingles. The **maximum** cost to GAF shall be lesser of the original cost of the affected shingles or ridge cap shingles or the cost to clean the affected shingles or ridge cap shingles. During the **remainder** of the limited warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles or ridge cap shingles since they were installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the Algae Warranty term.

Note: Preventing pronounced algae-related discoloration of your shingles or ridge cap shingles is achieved through formulations or through unique blends of granules.

Misapplication: What Is Covered/Sole And Exclusive Remedy

If any of your GAF Products or Covered Flashings is found to have an application error that adversely affects performance, GAF will arrange to have your roof repaired or re-covered or, at its sole option, will provide you with replacement GAF product(s) and reimburse you for the full reasonable cost of labor and other materials to repair or re-cover your roof, including Covered Flashings. The costs of labor to tear off some or all of your GAF Products and Covered Flashings and disposal are included if necessary to repair your roof.

If your claim arises out of an application error in your GAF Products or Covered Flashings, which is discovered or discoverable within the first two years after installation, it is the obligation of your Master Elite® Roofing Contractor to make all necessary repairs. In the event that GAF determines your Master Elite® Roofing Contractor is unable or unwilling to perform these repairs, GAF will arrange to have your roof repaired if the issues were caused by application errors within the scope of GAF liability under this limited warranty.

NOTE: Failure to install adequate ventilation is **NOT** an application error of your GAF Products and is not covered under this Limited Warranty. Due to the design of certain buildings, the replacement of existing flashings may be difficult, costly, or impractical. Please be sure to review these items with your roofing contractor.

What Is Not Covered

Even if your GAF Products were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will **NOT** be liable for and this warranty does **NOT** apply to:

- (1) Damage resulting from anything other than an inherent manufacturing defect in the GAF Products, their misapplication, or the misapplication of Covered Flashings, such as:
 - (a) settlement, movement, structural damage, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
 - (b) inadequate ventilation.
- (2) Damage resulting from causes beyond normal wear and tear, such as:
 - (a) acts of nature, such as hail, fire, or winds (including gusts) over the applicable wind speed listed above except there is no maximum wind speed restriction for shingles covered by the WindProven™ Limited Wind Warranty.
 - (b) impact of traffic on the roof or foreign objects, including damage caused by objects blown onto the roof by wind.
 - (c) improper storage or handling of the GAF Products.
- (3) Ice damming, except for leaks in the area of your roof covered by a GAF Leak Barrier which are caused by a manufacturing defect in your GAF Leak Barrier, its misapplication, or the misapplication of Covered Flashings.
- (4) Shading or variations in the color of your GAF Products or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles or ridge cap shingles were labeled with the StainGuard Plus™ or StainGuard® logos), or other contaminants, including that caused by organic materials on the roof.
- (5) Damage caused by, or the cost to repair or replace, products not sold by GAF, including but not limited to metal work and counterflashing.
- (6) Improperly designed or installed gutter or downspout systems.
- (7) Damage to the interior or exterior of the building, including, but not limited to, mold growth.
- (8) Damage to or caused by rooftop air conditioning units (and their flashing), pipe works, brace works, skylights, rooftop satellite dishes or other radio/TV devices, counterflashing, or flashings other than those specifically included above.

Other Limitations Concerning Coverage

Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your GAF Products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those GAF Products actually exhibiting manufacturing defects, application errors (including misapplication of Covered Flashings), or algae discoloration at the time your claim is settled. Any replacement GAF Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement GAF Products may not be an exact match for the GAF Products on your roof. Even if GAF does not modify a color, replacement GAF Products may not match your original GAF Products due to normal weathering, manufacturing variations, or other factors.

Claims: What You Must Do

You must notify GAF about any claim within **30 days** after you notice a problem. You may report a claim online at gaf.com/contact, by calling GAF at 1-800-458-1860, sending an e-mail to warrantyclaims@gaf.com, or by sending a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim or before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your GAF Products before your claim is resolved, you **MUST** provide GAF with reasonable notice. **NOTE: Notify your contractor, dealer, or homebuilder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

Sole And Exclusive Warranty

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GAF and represents the **SOLE REMEDY** available to any owner of GAF Products. GAF makes **NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES** of any kind other than that stated herein. GAF **WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND**, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under the agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act ("TCCWNA").

The United Nations Convention on Contracts for the International Sale of Goods shall **NOT** apply either to the sale of the GAF Products or to this limited warranty.

Modification Of Warranty

This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional or other liability or responsibility for GAF in connection with your GAF Products and Covered Flashings except as described in this limited warranty.

Effectiveness

This limited warranty will not take effect unless all eligibility requirements have been satisfied, this warranty is registered to you, and your roofing contractor has been paid in full.



Enhanced Limited Warranty Registration Information

City of Waterbury
9 Hamden Park Dr
Hamden, CT 06517

11/09/21

Subject: Your GAF Golden Pledge Limited Warranty

Thank you for choosing the GAF Golden Pledge Limited Warranty! You can be certain that you've made the best choice to protect your valuable property for years to come.

Young Developers LLC, your GAF Master Elite Contractor, has registered your GAF Golden Pledge Limited Warranty with GAF World Headquarters. We believe your GAF Golden Pledge Limited Warranty should give you tremendous peace of mind, as it's the very best way to protect the roof that protects your home. Please keep this document in a safe place, as you will need it in the unlikely event that you need to make a claim, or if you should sell your property.

For single-family homes, GAF conducts selective inspections to ensure your roof was installed properly with the correct products. For non-single-family homes (such as commercial buildings, multifamily homes, and condo associations), GAF will arrange to have a Certified Field Services Representative perform an inspection on your completed roof. If your property is going to be inspected, you'll be notified by phone prior to the Field Services Representative's arrival. You do not need to be present at the inspection, as all activities are conducted outside your property.

Please feel free to contact us if you have any questions. Again, thank you very much for choosing GAF, the best choice in roofing!

Sincerely,
Certified Contractor Services

GAF Enhanced Limited Warranty Registration Information

Warranty: Golden Pledge

Installation Date: 09/15/21

Installed: Steep Slope 580 Squares
Property: Wendell Cross Elementary
School

Address: 1255 Hamilton Avenue
Waterbury, CT 06706

Contractor: Young Developers LLC

Address: 9 Hamden Park Dr
Hamden, CT 06517

Phone: 203-859-5320

Products Covered:

WeatherWatch
WeatherBlocker
Cobra SnowCountry
Non-StainGuard
Timberline HDZ
Seal-A-Ridge

4091574

Warranty Registration #



The Garland Company, Inc.®

Twenty-Five (25) Year High-Performance Edge-to-Edge Roof System No Dollar Limit (NDL) WarrantyOwner Name: Waterbury Public SchoolsContractor Name: The Imperial Co., Inc.Address: 261 Main StreetAddress: 261 Main StreetCity: Cromwell State/Zip: CT 06416City: Cromwell State/Zip: CT 06416-2302Building Name: Margaret M Generali Elementary SchoolProducts: StressPly E FR MineralRoof ID: Entire RoofSquare Footage: 38,000**MANUFACTURER RESPONSIBILITIES**

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system, including all Garland metal components, will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of twenty-five (25) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas not associated with Garland metal components.
 2. Ponding water, defined as standing water 48 hours after rainfall.
 3. Chemical contaminate attacks on the roofing system.
 4. Defects in engineering or building design or construction.
 5. Traffic or storage of materials on the roof.
 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 1. Changes in the usage of the building.
 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc.

Owner: _____

Signed By: Joe Orlando

Signed By: _____

Date: 1/5/2023

Date: _____

GAF

Ruberoid®/GAFGLAS® Diamond Pledge™ NDL Roof Guarantee

GAF**DIAMOND****PLEDGE**

Waterbury Board of Education

OWNER OF BUILDING

Sprague Elementary School

NAME OF BUILDING

1443 Thomaston Avenue Waterbury CT USA 06704

ADDRESS OF BUILDING

285

AREA OF ROOF (SQUARES)

Silktown Roofing Inc

APPLIED BY

G2024-0003250-001-001

GUARANTEE NUMBER

30

PERIOD OF COVERAGE

9/24/2024

DATE OF COMPLETION

9/24/2054

GUARANTEE EXPIRATION DATE

I0220MGPFRC

ROOF SPECIFICATION

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the GAF roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, prefashed accessories, and metal flashings used by the contractor of record that were designed and installed in accordance with an appropriate ES-1 certified edge detail (the "GAF Roofing Materials") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any non-GAF materials, such as the roof deck or non-GAF insulation, are not covered.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. **NOTE:** Lexsuco® and uncoated M-Curb™ flashings are covered by this guarantee **ONLY** for the first ten years.

OWNER RESPONSIBILITIES

Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you **MUST** make sure that GAF is notified directly about the leak, in writing, within **30 days** either online at leakreporting@gaf.com, by email at guaranteeleak@gaf.com, or by postal mail to GAF Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, or GAF will have no responsibility for making repairs. **NOTE:** The roofing contractor is **NOT** an agent of GAF; notice to the roofing contractor is **NOT** notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

Preventative Maintenance and Repairs

- You must perform regular inspections and maintenance and keep records of this work.
- To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials. Any such repairs must be performed by a GAF-certified roofing contractor. Failure to make timely repairs may jeopardize guarantee coverage.
- You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.
- Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond the control of GAF)

This guarantee does **NOT** cover conditions other than leaks. This guarantee also does **NOT** cover leaks caused by any of the following:

- Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-877-GAF-ROOF) or the failure to repair owner responsibility items.
- Unusual weather conditions or natural disasters including, but not limited to, winds in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornados, and earthquakes, unless specifically covered by an addendum to this guarantee.
- Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like.
- Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement, cracking, or other failure of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) condensation or infiltration of moisture through or around the walls, copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; (f) moisture migration from the building interior or any building component other than the GAF Roofing Materials; (g) use of materials that are incompatible with the GAF Roofing Materials; or (h) architectural, engineering, or design defects or flaws.
- Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF published application instructions.
- Blisters in the GAF Roofing Materials that have not resulted in leaks unless (a) the blister is between the base sheet and insulation and a Stralavent® Venting Base Sheet is installed directly over isocyanurate insulation, or (b) the blister is in a seam and may affect the watertight integrity of the GAF Roofing Materials.
- Changes in the use of the building or any repairs, installation of any overburden, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless prior written approval is obtained from GAF.
- Conditions that prevent positive drainage or result from ponding water.

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF, unless it is in writing and signed by an authorized GAF Field Services Manager or Director. GAF does not practice engineering or architecture. Neither the issuance of this guarantee, nor any review of the roof constructed of the GAF Roofing Materials (or the plans for the roof), by GAF shall constitute any warranty of such plans, specifications or construction, or the suitability or code compliance of the GAF Roofing Materials for any particular structure. **NOTE:** Any inspections made by GAF are limited to a surface inspection only, are for the sole benefit of GAF, and do not constitute a waiver or extension of any of the terms and conditions of this guarantee.

This guarantee MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

TRANSFERABILITY

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500. This guarantee is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In **NO** event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful, or is waived by GAF, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: GAF shall have no obligation under this guarantee unless and until all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the guarantee charge has been paid to GAF.

By:

10/16/2024 17:15:15

Authorized Signature

GAF
1 CAMPUS DRIVE
PARSIPPANY, NJ 07054

Visit gaf.com

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We protect what matters most™

GAF



Ruberoid® / GAFGLAS® Diamond Pledge™ NDL Roof Guarantee



Waterbury Board of Education

OWNER OF BUILDING

Tinker Elementary School

NAME OF BUILDING

809 Highland Avenue Waterbury CT USA 06708

ADDRESS OF BUILDING

300

AREA OF ROOF (SQUARES)

Silktown Roofing Inc

APPLIED BY

G2024-0003246-001-001

GUARANTEE NUMBER

30

PERIOD OF COVERAGE

9/24/2024

DATE OF COMPLETION

9/24/2054

GUARANTEE EXPIRATION DATE

I0220MGPFRC

ROOF SPECIFICATION

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the GAF roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, prefashed accessories, and metal flashings used by the contractor of record that were designed and installed in accordance with an appropriate ES-1 certified edge detail (the "GAF Roofing Materials") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any non-GAF materials, such as the roof deck or non-GAF insulation, are not covered.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. **NOTE:** Lexsuo® and uncoated M-Curb™ flashings are covered by this guarantee **ONLY** for the first ten years.

OWNER RESPONSIBILITIES

Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you **MUST** make sure that GAF is notified directly about the leak, in writing, within **30 days** either online at leakreporting@gaf.com, by email at guaranteeleak@gaf.com, or by postal mail to GAF Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, or GAF will have no responsibility for making repairs. **NOTE:** The roofing contractor is **NOT** an agent of GAF; notice to the roofing contractor is **NOT** notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

Preventative Maintenance and Repairs

- You must perform regular inspections and maintenance and keep records of this work.
- To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials. Any such repairs must be performed by a GAF-certified roofing contractor. Failure to make timely repairs may jeopardize guarantee coverage.
- You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.
- Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond the control of GAF)

This guarantee does **NOT** cover conditions other than leaks. This guarantee also does **NOT** cover leaks caused by any of the following:

- Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-877-GAF-ROOF) or the failure to repair owner responsibility items.
- Unusual weather conditions or natural disasters including, but not limited to, winds in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornadoes, and earthquakes, unless specifically covered by an addendum to this guarantee.
- Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like.
- Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement, cracking, or other failure of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) condensation or infiltration of moisture through or around the walls, copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; (f) moisture migration from the building interior or any building component other than the GAF Roofing Materials; (g) use of materials that are incompatible with the GAF Roofing Materials; or (h) architectural, engineering, or design defects or flaws.
- Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF published application instructions.
- Blisters in the GAF Roofing Materials that have not resulted in leaks unless (a) the blister is between the base sheet and insulation and a Stratavent® Venting Base Sheet is installed directly over isocyanurate insulation, or (b) the blister is in a seam and may affect the watertight integrity of the GAF Roofing Materials.
- Changes in the use of the building or any repairs, installation of any overburden, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless prior written approval is obtained from GAF.
- Conditions that prevent positive drainage or result from ponding water.

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF, unless it is in writing and signed by an authorized GAF Field Services Manager or Director. GAF does not practice engineering or architecture. Neither the issuance of this guarantee, nor any review of the roof constructed of the GAF Roofing Materials (or the plans for the roof), by GAF shall constitute any warranty of such plans, specifications or construction, or the suitability or code compliance of the GAF Roofing Materials for any particular structure. **NOTE:** Any inspections made by GAF are limited to a surface inspection only, are for the sole benefit of GAF, and do not constitute a waiver or extension of any of the terms and conditions of this guarantee.

This guarantee MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

TRANSFERABILITY

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500. This guarantee is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In **NO** event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful, or is waived by GAF, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: GAF shall have no obligation under this guarantee unless and until all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the guarantee charge has been paid to GAF.

By: _____

12/3/2024 19:08:45

Authorized Signature

GAF
1 CAMPUS DRIVE
PARSIPPANY, NJ 07054

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We protect what matters most™





FIRESTONE WARRANTY CONTRACT SUMMARY

Warranty No: 700333310

Project No: 2818925

Start Date: 08/22/2017

Building Identification: West Side Middle School

Building Address: 483 Chase Pkwy, Waterbury, CT 06708-3352

Building Owner: CITY OF WATERBURY

Roofing Contractor: SILKTOWN ROOFING INC, 40001042

ROOF-EPDM

Firestone Platinum - EPDM - 30 Year - 55 mph

Firestone Platinum - EPDM - 30 Year - 55 mph

Square Footage: 46,900

Square Footage: 22,700

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

Page 1 of 3

1002.001.2015

Firestone
BUILDING PRODUCTS
NOBODY COVERS YOU BETTER.™



FIRESTONE WARRANTY GENERAL TERMS, CONDITIONS AND LIMITATIONS

Warranty No: 700333310

Project No: 2818925

Start Date: 08/22/2017

Building Identification: West Side Middle School

Building Address: 483 Chase Pkwy, Waterbury, CT 06708-3352

Building Owner: CITY OF WATERBURY

Roofing Contractor: SILKTOWN ROOFING INC, 40001042

Subject to the terms, conditions, and limitations set forth herein, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions and Limitations listed below and the Terms, Conditions and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS AND LIMITATIONS

Payment Required. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Owner's Manual available at <http://firestonebpco.com/> in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone's published specifications, not completed by a Firestone licensed applicator, and/or completed without proper notice to Firestone; The design of the system: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any non-Firestone brand materials used in the Firestone System or Installation not specifically accepted in writing by Firestone to be included in coverage; Change in building use or purpose; Failure by the Firestone licensed applicator or any additional contractor or subcontractor to follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials. It shall be the Firestone licensed applicator's sole and exclusive responsibility to strictly follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials; or Failure to correct all installation deficiencies listed in any Firestone inspection report.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone approval.

Access. During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

Waiver. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

Disputes. Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty or relating to any material supplied or specifically required by Firestone shall be settled by mediation. The Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its rules on conflict of laws.

Severability. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

200 4th Avenue South, Nashville, TN 37201

1-800-428-4442

www.firestonebpco.com

Firestone
BUILDING PRODUCTS

NOBODY COVERS YOU BETTER.™

Page 2 of 3

1001.001.2015

FIRESTONE PLATINUM ROOF SYSTEM LIMITED WARRANTY



Warranty No: 700333310
Project No: 2818925
Start Date: 08/22/2017

Building Identification: West Side Middle School
Building Address: 483 Chase Pkwy, Waterbury, CT 06708-3352
Building Owner: CITY OF WATERBURY
Roofing Contractor: SILKTOWN ROOFING INC, 40001042

ROOF-EPDM

Firestone Platinum - EPDM - 30 Year - 55 mph

Square Footage: 46,900

Firestone Platinum - EPDM - 30 Year - 55 mph

Square Footage: 22,700

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, provide labor and material to repair any leak in the Firestone Roofing System ("System") caused by deterioration in the Firestone brand material due to normal weathering or any manufacturing or workmanship defect in the membrane within the scope of this warranty during the period specified above.

TERMS, CONDITIONS AND LIMITATIONS

Products Covered. The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this warranty.

Notice. In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak at its option.

Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. The Owner is responsible for completing repairs not covered by the Limited Warranty to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the un-expired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.

No Dollar Limit (NDL). If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. There is no dollar limit placed on warranted leak repairs to the extent such repairs are covered by this Limited Warranty.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by:

Hail
Winds of peak gust speed at or in excess of 55 mph calculated at ten(10) meters above ground using available meteorological data; (All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements);

Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Firestone.
Damage to the roof incurred during breach, rupture or failure of any building envelope component during a flood or wind event not covered under warranty; or,

Failure to give proper notice as set forth in paragraph above.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

Alteration. Owner shall obtain Firestone's written approval before making any alterations to the roof system or installing any structures, fixtures, or utilities on or through the roof. This includes modification of the Firestone roof system to serve as a support platform for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios, and areas intended for public access. Roof modification approval typically requires owner sponsored enhancement of the roof system to meet additional performance requirements to ensure service life following the proposed modification. Firestone is the sole judge of whether or not enhancements to the roof system are required. Failure to obtain Firestone approval for a roof modification will result in invalidation of this warranty.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By: Ben George

Authorized
Signature:

Title: Manager, Technical Building Solutions

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

Page 3 of 3

1004.001.2015

Firestone
BUILDING PRODUCTS
NOBODY COVERS YOU BETTER.™

Exhibit 10:

Exhibit 10.1 - Wendell Cross SCG-3022

Exhibit 10.2 - Generali SCG-3022

Exhibit 10.3 - Sprague SCG-3022

Exhibit 10.4 - Tinker SCG-3022

Exhibit 10.5 - West Side SCG-3022

Local Education Agency Waterbury Public Schools	State Project No. 151-0310 PV	Phase 1
School Wendell L. Cross Elementary School	Architect	Date 8/26/2025

DAS - OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) PLAN REVIEW CHECKLIST

PHOTOVOLTAIC INSTALLATION PROJECT

FORM SCG-3022

- Do not use Not Applicable (N/A). Use "None", "NPS" (Not in Project Scope), or explain condition.
- Submit completed **Pre-Bid Conformance Review (PCR) Checklist** with this completed form.
- Roof replacement (RR) and Photovoltaic (PV) projects can be combined into a single, non-priority list project.
- Status column (by SCG staff): ☒ Accepted ☐ Open Item

				Status	
		Drawings	Specifications	Remarks	
01.	Indication of PV system in original Ed Specs				
02.	FORM SCG-9010 Superintendent's letter acknowledging responsibility for vandalism				
03.	Roof-mounted PV system:				
	a. Age of roof (existing or new)				
	b. Copy of warranty on existing roof				
	c. Warranty holder certification: Installation of PV system has no negative impact on existing roof warranty				
	d. Structural analysis of roof (existing or new):				
	1. PV system dead load				
	2. Snow drift load – calculated with PV system installed				
	3. Wind uplift on PV system				
	e. Dunnage:				
	1. Details of structure and roof				
	2. Walkway pads				
	f. Ballasted system:				
	1. Drainage pattern design compatibility				
	2. Walkway pads				
04.	Ground-mounted PV system:				
	a. Property must be owned by school no town-owned or leased property				
	b. Site plan				
	c. Extent of site disturbance / site activities				
	d. Fencing shown – fencing is required for ground-mounted PV installations				
	e. Contractor staging area				
05.	Specifications:				
	a. Location of inverter				
	b. Rapid shut-down requirement				
	c. Warning labels				
	1.				

	d. Power connection identification				
06.	Code Compliance Certification required				
07.	Utility company agreements/rebates/payments				

Local Education Agency Waterbury Public Schools	State Project No. 151-0311 PV	Phase 1
School M.M Generali Elementary School	Architect	Date 8/26/2025

DAS - OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) PLAN REVIEW CHECKLIST

PHOTOVOLTAIC INSTALLATION PROJECT

FORM SCG-3022

- Do not use Not Applicable (N/A). Use "None", "NPS" (Not in Project Scope), or explain condition.
- Submit completed **Pre-Bid Conformance Review (PCR) Checklist** with this completed form.
- Roof replacement (RR) and Photovoltaic (PV) projects can be combined into a single, non-priority list project.
- Status column (by SCG staff): ☒ Accepted ☐ Open Item

					Status
	Drawings	Specifications	Remarks		
01.	Indication of PV system in original Ed Specs				
02.	FORM SCG-9010 Superintendent's letter acknowledging responsibility for vandalism				
03.	Roof-mounted PV system:				
	a. Age of roof (existing or new)				
	b. Copy of warranty on existing roof				
	c. Warranty holder certification: Installation of PV system has no negative impact on existing roof warranty				
	d. Structural analysis of roof (existing or new):				
	1. PV system dead load				
	2. Snow drift load – calculated with PV system installed				
	3. Wind uplift on PV system				
	e. Dunnage:				
	1. Details of structure and roof				
	2. Walkway pads				
	f. Ballasted system:				
	1. Drainage pattern design compatibility				
	2. Walkway pads				
04.	Ground-mounted PV system:				
	a. Property must be owned by school no town-owned or leased property				
	b. Site plan				
	c. Extent of site disturbance / site activities				
	d. Fencing shown – fencing is required for ground-mounted PV installations				
	e. Contractor staging area				
05.	Specifications:				
	a. Location of inverter				
	b. Rapid shut-down requirement				
	c. Warning labels				
	1.				

	d. Power connection identification				
06.	Code Compliance Certification required				
07.	Utility company agreements/rebates/payments				

Local Education Agency Waterbury Public Schools	State Project No. 151-0312 PV	Phase 1
School Sprague Elementary School	Architect	Date 8/27/2025

DAS - OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) PLAN REVIEW CHECKLIST

PHOTOVOLTAIC INSTALLATION PROJECT

FORM SCG-3022

- Do not use Not Applicable (N/A). Use "None", "NPS" (Not in Project Scope), or explain condition.
- Submit completed **Pre-Bid Conformance Review (PCR) Checklist** with this completed form.
- Roof replacement (RR) and Photovoltaic (PV) projects can be combined into a single, non-priority list project.
- Status column (by SCG staff): ☒ Accepted ☐ Open Item

					Status
	Drawings	Specifications	Remarks		
01.	Indication of PV system in original Ed Specs				
02.	FORM SCG-9010 Superintendent's letter acknowledging responsibility for vandalism				
03.	Roof-mounted PV system:				
	a. Age of roof (existing or new)				
	b. Copy of warranty on existing roof				
	c. Warranty holder certification: Installation of PV system has no negative impact on existing roof warranty				
	d. Structural analysis of roof (existing or new):				
	1. PV system dead load				
	2. Snow drift load – calculated with PV system installed				
	3. Wind uplift on PV system				
	e. Dunnage:				
	1. Details of structure and roof				
	2. Walkway pads				
	f. Ballasted system:				
	1. Drainage pattern design compatibility				
	2. Walkway pads				
04.	Ground-mounted PV system:				
	a. Property must be owned by school no town-owned or leased property				
	b. Site plan				
	c. Extent of site disturbance / site activities				
	d. Fencing shown – fencing is required for ground-mounted PV installations				
	e. Contractor staging area				
05.	Specifications:				
	a. Location of inverter				
	b. Rapid shut-down requirement				
	c. Warning labels				
	1.				

	d. Power connection identification				
06.	Code Compliance Certification required				
07.	Utility company agreements/rebates/payments				

Local Education Agency Waterbury Public Schools	State Project No. 151-0313 PV	Phase 1
School B.W Tinker Elementary School	Architect	Date 8/27/2025

DAS - OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) PLAN REVIEW CHECKLIST

PHOTOVOLTAIC INSTALLATION PROJECT

FORM SCG-3022

- Do not use Not Applicable (N/A). Use "None", "NPS" (Not in Project Scope), or explain condition.
- Submit completed **Pre-Bid Conformance Review (PCR) Checklist** with this completed form.
- Roof replacement (RR) and Photovoltaic (PV) projects can be combined into a single, non-priority list project.
- Status column (by SCG staff): ☒ Accepted ☐ Open Item

				Status	
		Drawings	Specifications	Remarks	
01.	Indication of PV system in original Ed Specs				
02.	FORM SCG-9010 Superintendent's letter acknowledging responsibility for vandalism				
03.	Roof-mounted PV system:				
	a. Age of roof (existing or new)				
	b. Copy of warranty on existing roof				
	c. Warranty holder certification: Installation of PV system has no negative impact on existing roof warranty				
	d. Structural analysis of roof (existing or new):				
	1. PV system dead load				
	2. Snow drift load – calculated with PV system installed				
	3. Wind uplift on PV system				
	e. Dunnage:				
	1. Details of structure and roof				
	2. Walkway pads				
	f. Ballasted system:				
	1. Drainage pattern design compatibility				
	2. Walkway pads				
04.	Ground-mounted PV system:				
	a. Property must be owned by school no town-owned or leased property				
	b. Site plan				
	c. Extent of site disturbance / site activities				
	d. Fencing shown – fencing is required for ground-mounted PV installations				
	e. Contractor staging area				
05.	Specifications:				
	a. Location of inverter				
	b. Rapid shut-down requirement				
	c. Warning labels				
	1.				

	d. Power connection identification				
06.	Code Compliance Certification required				
07.	Utility company agreements/rebates/payments				

Local Education Agency Waterbury Public Schools	State Project No. 151-0314 PV	Phase 1
School West Side Middle School	Architect	Date 8/27/2025

DAS - OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) PLAN REVIEW CHECKLIST

PHOTOVOLTAIC INSTALLATION PROJECT

FORM SCG-3022

- Do not use Not Applicable (N/A). Use "None", "NPS" (Not in Project Scope), or explain condition.
- Submit completed **Pre-Bid Conformance Review (PCR) Checklist** with this completed form.
- Roof replacement (RR) and Photovoltaic (PV) projects can be combined into a single, non-priority list project.
- Status column (by SCG staff): ☒ Accepted ☐ Open Item

					Status
	Drawings	Specifications	Remarks		
01.	Indication of PV system in original Ed Specs				
02.	FORM SCG-9010 Superintendent's letter acknowledging responsibility for vandalism				
03.	Roof-mounted PV system:				
	a. Age of roof (existing or new)				
	b. Copy of warranty on existing roof				
	c. Warranty holder certification: Installation of PV system has no negative impact on existing roof warranty				
	d. Structural analysis of roof (existing or new):				
	1. PV system dead load				
	2. Snow drift load – calculated with PV system installed				
	3. Wind uplift on PV system				
	e. Dunnage:				
	1. Details of structure and roof				
	2. Walkway pads				
	f. Ballasted system:				
	1. Drainage pattern design compatibility				
	2. Walkway pads				
04.	Ground-mounted PV system:				
	a. Property must be owned by school no town-owned or leased property				
	b. Site plan				
	c. Extent of site disturbance / site activities				
	d. Fencing shown – fencing is required for ground-mounted PV installations				
	e. Contractor staging area				
05.	Specifications:				
	a. Location of inverter				
	b. Rapid shut-down requirement				
	c. Warning labels				
	1.				

	d. Power connection identification				
06.	Code Compliance Certification required				
07.	Utility company agreements/rebates/payments				

Exhibit 11:

Exhibit 11.1 - Wendell Cross SCG-3034

Exhibit 11.2 - Generali SCG-3034

Exhibit 11.3 - Sprague SCG-3034

Exhibit 11.4 - Tinker SCG-3034

Exhibit 11.5 - West Side SCG-3034



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R)

SEISMIC DESIGN CERTIFICATION
FORM SCG-3034

LEA Waterbury Public Schools	State Project No. 151-0310 PV	Facility Wendell L. Cross Elementary School
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I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **ceilings systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for structural and seismic loads, when required, have been incorporated in the design of the new or altered **structural systems** or existing structural systems affected by new loads.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **mechanical systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **plumbing and fire protection systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **electrical systems and data network infrastructure systems**.

Architect/Engineer: _____ Date: _____

OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R)

FORM SCG-3034

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Professional Seal:

Facility
M.M Generali Elementary School

Professional Seal:

Professional Seal:

Professional Seal:

Professional Seal:

N: Website migration\Form SCG-3034 Seismic Design certification letter.doc
FORM SCG-3034 Rev 5/12/17 KD

OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R)

FORM SCG-3034

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Architect/Engineer: _____ Date: _____
Signature

LEA	State Project No.	Facility
Waterbury Public Schools	151-0312 PV	Sprague Elementary School

Architect/Engineer: _____ Date: _____
Signature

Architect/Engineer: _____ Date: _____
Signature

Architect/Engineer: _____ Date: _____
Signature

Architect/Engineer: _____ Date: _____
Signature

**DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)**

OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R)

SEISMIC DESIGN CERTIFICATION**FORM SCG-3034**

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(Print name): _____

Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **electrical systems** and **data network infrastructure systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____

Professional Seal:

LEA	State Project No.	Facility
Waterbury Public Schools	151-0313 PV	B.W Tinker Elementary School

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **ceilings systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____

Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for structural and seismic loads, when required, have been incorporated in the design of the new or altered **structural systems** or existing structural systems affected by new loads.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____

Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **mechanical systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____

Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **plumbing and fire**

OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R)

FORM SCG-3034

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(Print name): _____ Professional Seal: _____

(Print name): _____ Professional Seal: _____

(Print name): _____ Professional Seal: _____

(Print name): _____ Professional Seal: _____

(Print name): _____ Professional Seal: _____



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R)

SEISMIC DESIGN CERTIFICATION

FORM SCG-3034

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **plumbing and fire protection systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **electrical systems** and **data network infrastructure systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

Exhibit 12:

Exhibit 12.1 - Wendell Cross SCG-042

Exhibit 12.2 - Generali SCG-042

Exhibit 12.3 - Sprague SCG-042

Exhibit 12.4 - Tinker SCG-042

Exhibit 12.5 - West Side SCG-042

Exhibit 12.1 - Wendell Cross SCG-042



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME: Waterbury Public Schools	FACILITY NAME AND ADDRESS: Wendell L. Cross Elementary School 1255 Hamilton Ave, Waterbury, CT 06706	STATE PROJECT NUMBER: 151-0310 PV
		PHASE NUMBER: 1

Estimated date* to begin construction _____ Estimated date to complete construction _____

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	____ / ____ / ____	____ / ____ / ____
School Building Committee	____ / ____ / ____	____ / ____ / ____

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated _____, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated _____, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print) Signature Date _____**

For the School Building Committee:

Chairperson's Name (Type or print) Signature Date _____**

** Signature dates cannot precede the date on the submitted plans.

For the Project Architect/Engineering Firm:

CSW Energy (845) 551-7881
Firm Name (Type or print) Signature Telephone No.

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print) Signature Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER \$10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0310 PV

Project Name: Wendell L. Cross Elementary School

Name of Contact Person: Chris Palmer, CSW Energy	Telephone: (845) 551-7881	Date: 4/10/2025
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Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable building codes.

Local Building Official's Name

Signature

Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name

Signature

Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable health codes.

Local Health Official's Name

Signature

Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated _____ for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name

Signature

Date

- NOTES:**
- 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.
 - 2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.
 - 3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

Exhibit 12.2 - Generali SCG-042



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME: Waterbury Public Schools	FACILITY NAME AND ADDRESS: M.M Generali Elementary School 3196 E Main St, Waterbury, CT 06705	STATE PROJECT NUMBER: 151-0311 PV
		PHASE NUMBER: 1

Estimated date* to begin construction _____ Estimated date to complete construction _____

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	____ / ____ / ____	____ / ____ / ____
School Building Committee	____ / ____ / ____	____ / ____ / ____

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated _____, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated _____, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print) Signature Date _____**

For the School Building Committee:

Chairperson's Name (Type or print) Signature Date _____**

** Signature dates cannot precede the date on the submitted plans.

For the Project Architect/Engineering Firm:

Firm Name (Type or print) Signature Telephone No. _____

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print) Signature Date _____

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER \$10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. _____

Project Name: _____

Name of Contact Person: _____	Telephone: _____	Date: _____
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Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable building codes.

Local Building Official's Name

Signature

Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name

Signature

Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable health codes.

Local Health Official's Name

Signature

Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated _____ for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name

Signature

Date

- NOTES:**
- 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.
 - 2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.
 - 3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

Exhibit 12.3 - Sprague SCG-042



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME: Waterbury Public Schools	FACILITY NAME AND ADDRESS: Sprague Elementary School 1443 Thomaston Ave, Waterbury, CT 06704	STATE PROJECT NUMBER: 151-0312 PV
		PHASE NUMBER: 1

Estimated date* to begin construction _____ Estimated date to complete construction _____

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	____ / ____ / ____	____ / ____ / ____
School Building Committee	____ / ____ / ____	____ / ____ / ____

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated _____, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated _____, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print) Signature Date _____**

For the School Building Committee:

Chairperson's Name (Type or print) Signature Date _____**

** Signature dates cannot precede the date on the submitted plans.

For the Project Architect/Engineering Firm:

CSW Energy (845) 551-7881
Firm Name (Type or print) Signature Telephone No.

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print) Signature Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER \$10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0312 PV

Project Name: Sprague Elementary School

Name of Contact Person: Chris Palmer, CSW Energy	Telephone: (845) 551-7881	Date: 4/9/2025
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Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable building codes.

Local Building Official's Name

Signature

Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name

Signature

Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable health codes.

Local Health Official's Name

Signature

Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated _____ for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name

Signature

Date

- NOTES:**
- 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.
 - 2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.
 - 3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

Exhibit 12.4 - Tinker SCG-042



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME: Waterbury Public Schools	FACILITY NAME AND ADDRESS: Tinker Elementary School 809 Highland Ave, Waterbury, CT 06708	STATE PROJECT NUMBER: 151-0313 PV
		PHASE NUMBER: 1

Estimated date* to begin construction _____ Estimated date to complete construction _____

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	____ / ____ / ____	____ / ____ / ____
School Building Committee	____ / ____ / ____	____ / ____ / ____

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated _____, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated _____, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

_____ Chairperson's Name (Type or print)	_____ Signature	_____ Date
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For the School Building Committee:

_____ Chairperson's Name (Type or print)	_____ Signature	_____ Date
---	--------------------	---------------

** Signature dates cannot precede the date on the submitted plans.

For the Project Architect/Engineering Firm:

CSW Energy Firm Name (Type or print)	_____ Signature	(845) 551-7881 Telephone No.
---	--------------------	---------------------------------

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

_____ Superintendent's Name (Type or print)	_____ Signature	_____ Date
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NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER \$10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0313 PV

Project Name: Tinker Elementary School

Name of Contact Person: Chris Palmer, CSW Energy	Telephone: (845) 551-7881	Date: 4/9/2025
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Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable building codes.

Local Building Official's Name

Signature

Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name

Signature

Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable health codes.

Local Health Official's Name

Signature

Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated _____ for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name

Signature

Date

- NOTES:**
- 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.
 - 2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.
 - 3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

Exhibit 12.5 - West Side SCG-042



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME: Waterbury Public Schools	FACILITY NAME AND ADDRESS: West Side Middle School 483 Chase Pkwy, Waterbury, CT 06708	STATE PROJECT NUMBER: 151-0314 PV
		PHASE NUMBER: 1

Estimated date* to begin construction _____ Estimated date to complete construction _____

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	____ / ____ / ____	____ / ____ / ____
School Building Committee	____ / ____ / ____	____ / ____ / ____

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated _____, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated _____, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print) Signature Date _____**

For the School Building Committee:

Chairperson's Name (Type or print) Signature Date _____**

** Signature dates cannot precede the date on the submitted plans.

For the Project Architect/Engineering Firm:

CSW Energy (845) 551-7881
Firm Name (Type or print) Signature Telephone No.

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print) Signature Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER \$10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0314 PV

Project Name: West Side Middle School

Name of Contact Person: Chris Palmer, CSW Energy	Telephone: (845) 551-7881	Date: 4/10/2025
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Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable building codes.

Local Building Official's Name

Signature

Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name

Signature

Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable health codes.

Local Health Official's Name

Signature

Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated _____ for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name

Signature

Date

- NOTES:**
- 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.
 - 2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.
 - 3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

Exhibit 13:

General Terms and Conditions for all proposals with the City of Waterbury.

[To be inserted]

Exhibit 14:

Exhibit 14.1 - Wendell Cross SCG 4000 ICW

Exhibit 14.2 - Generali SCG 4000 ICW

Exhibit 14.3 - Sprague SCG 4000 ICW

Exhibit 14.4 - Tinker SCG 4000 ICW

Exhibit 14.5 - West Side SCG 4000 ICW



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

FORM SCG-4000

Ineligible Costs and Limited Eligible Costs Worksheet (ICW)

LEA or RESC:		Waterbury Public Schools				
Facility Name:		Wendell L. Cross Elementary School				
Temporary State Project Number:		EstNum000462				
Permanent State Project Number:		151-0310 PV				
Item	Initial Estimate	1st Revised Estimate	2nd Revised Estimate	3rd Revised Estimate	Final Costs (actual)	
Date:	1/9/2025	8/28/2025				
SECTION A COSTS: OFF-SITE WORK DONE BEYOND SCHOOL PROPERTY LINE - work beyond property line is ineligible						
01	Road Construction & Driveway Connections to Roadway	\$0	\$0	\$0	\$0	\$0
02	Water or Sewer Line Connections (including manholes)	\$0	\$0	\$0	\$0	\$0
03	Other Utilities & Connections	\$0	\$0	\$0	\$0	\$0
SECTION B COSTS: ASSOCIATED WITH REPAIR, REPLACEMENT and MAINTENANCE WORK - (Not integral to the project scope)						
04	Site Regrading	\$0	\$0	\$0	\$0	\$0
05	Resurfacing Drives, Walks, & Parking Areas	\$0	\$0	\$0	\$0	\$0
06	Reseeding and Lawn Repairs	\$0	\$0	\$0	\$0	\$0
07	Site Repairs	\$0	\$0	\$0	\$0	\$0
08	Site Improvements	\$0	\$0	\$0	\$0	\$0
09	Shrubs, Trees, Landscaping	\$0	\$0	\$0	\$0	\$0
10.	Fencing - Decorative, Ornamental or Fencing other than required at hazardous areas	\$0	\$0	\$0	\$0	\$0
11.	Toilet Fixtures & Partitions - unless required by code compliance	\$0	\$0	\$0	\$0	\$0
12.	Concrete Steps, Walks, and Curbs	\$0	\$0	\$0	\$0	\$0
13.	Masonry or Concrete (also including repoint, clean or waterproof)	\$0	\$0	\$0	\$0	\$0
14.	Caulking and/or Control Joints	\$0	\$0	\$0	\$0	\$0
15.	Windows, Glass or Glazing	\$0	\$0	\$0	\$0	\$0
16.	Louvers	\$0	\$0	\$0	\$0	\$0
17.	Exterior Doors - include frames and hardware	\$0	\$0	\$0	\$0	\$0
18.	Repainting of Existing Areas	\$0	\$0	\$0	\$0	\$0
19.	Carpet Replacement and Floor Refinishing	\$0	\$0	\$0	\$0	\$0
20.	Finishes	\$0	\$0	\$0	\$0	\$0
21.	Ceilings	\$0	\$0	\$0	\$0	\$0
22.	Furniture (also see line 72)	\$0	\$0	\$0	\$0	\$0
23.	Equipment	\$0	\$0	\$0	\$0	\$0
24.	Lockers	\$0	\$0	\$0	\$0	\$0
25.	Moveable Chalkboards/Tackboards/Smartboards	\$0	\$0	\$0	\$0	\$0
26.	Water Heaters - Repair or Replacement not integral to Project Scope	\$0	\$0	\$0	\$0	\$0
27.	Boilers, HVAC Systems or Equipment, or Fuel Storage Equipment - Repair, Replacement, or Conversion	\$0	\$0	\$0	\$0	\$0
28.	Plumbing Fixtures - except for ADA required	\$0	\$0	\$0	\$0	\$0
29.	Light Fixture Replacement	\$0	\$0	\$0	\$0	\$0

30.	Security Systems and Sound and Clock Systems	\$0	\$0	\$0	\$0	\$0
31.	All other Repair, Replacement or Maintenance items not required by code or project scope	\$0	\$0	\$0	\$0	\$0
Facility Name:		Wendell L. Cross Elementary School				
Permanent State Project Number:		151-0310 PV				
SECTION C COSTS: ASSOCIATED WITH ROOF REPLACEMENT WORK						
32.	General Roof Repairs	\$0	\$0	\$0	\$0	\$0
33.	Repair of Gutters and Leaders - not integral to new roof	\$0	\$0	\$0	\$0	\$0
34.	Repair of damaged interior materials or surfaces from roof leak	\$0	\$0	\$0	\$0	\$0
35.	Flashing - not integral to the new roof	\$0	\$0	\$0	\$0	\$0
36.	Fascia & Soffit Work - not integral to new roof	\$0	\$0	\$0	\$0	\$0
37.	Coping on Parapets - not integral to new roof	\$0	\$0	\$0	\$0	\$0
38.	Roof Drains, Hatches, Fans - repair or replacement of existing, not integral to new roof	\$0	\$0	\$0	\$0	\$0
39.	Maintenance and/or Cleaning of Roof Drains	\$0	\$0	\$0	\$0	\$0
40.	Skylights - refer to statutory requirements	\$0	\$0	\$0	\$0	\$0
41.	Ladders - unless fixed to structure	\$0	\$0	\$0	\$0	\$0
42.	Antenna, Canopies, and Cupolas	\$0	\$0	\$0	\$0	\$0
SECTION D COSTS: ASSOCIATED WITH WINDOW REPLACEMENT WORK						
43.	Blinds and Shades - regardless of project type	\$0	\$0	\$0	\$0	\$0
SECTION E COSTS: OTHER INELIGIBLE PROJECT WORK						
44.	Relocation of facilities on site	\$0	\$0	\$0	\$0	\$0
45.	Athletic Facility Lighting	\$0	\$0	\$0	\$0	\$0
46.	Parking lots and/or parking spaces - in excess of minimum zoning requirements	\$0	\$0	\$0	\$0	\$0
47.	Artificial Turf	\$0	\$0	\$0	\$0	\$0
48.	Movable Site Furnishings & Equipment	\$0	\$0	\$0	\$0	\$0
49.	Computers, Software, Textbooks, Library Books	\$0	\$0	\$0	\$0	\$0
50.	General Supplies, Media or Other Consumables	\$0	\$0	\$0	\$0	\$0
51.	Lease of Facilities (except per CGS Section 10-286(a)(8))	\$0	\$0	\$0	\$0	\$0
52.	Extended Warranties, Maintenance or Service contracts	\$0	\$0	\$0	\$0	\$0
53.	School District and Town Administrative Salaries	\$0	\$0	\$0	\$0	\$0
54.	State of CT Education Fee on Permits (.26c/\$1000)	\$267	\$267	\$0	\$0	\$0
55.	Permits & Fees	\$0	\$0	\$0	\$0	\$0
56.	Replacement of stolen, vandalized, or broken items	\$0	\$0	\$0	\$0	\$0
57.	Work Outside the Authorized Project Scope (including Town or BOE shared space)	\$0	\$0	\$0	\$0	\$0
	SUB-TOTAL LINES 1-57	\$267	\$267	\$0	\$0	\$0
58.	Allowances - total value of all allowances: costs may be eligible when expended by change order	\$0	\$0	\$0	\$0	\$0
59.	Construction Contingencies - may become eligible when reconciled by change order	\$0	\$0	\$0	\$0	\$0
60.	Prorated Overhead and Profit for CM and A/E Fees based upon % of ineligible hardcosts	\$0	\$0	\$0	\$0	\$0
61.	Owner Contingencies	\$0	\$0	\$0	\$0	\$0
62.	CM and A/E Fees: Percentage-based increase in professional fees due to Change Orders	\$0	\$0	\$0	\$0	\$0
63.	Interest on Bonds or Bond Anticipation Notes.	\$0	\$0	\$0	\$0	\$0
64.	Ineligible Costs from CHANGE ORDERS					\$0
65.	All costs in excess of Grant Commitment	\$0	\$0	\$0	\$0	\$0

66.	Legal fees except for site acquisition	\$0	\$0	\$0	\$0	\$0
SUB-TOTAL LINES 58-66		\$0	\$0	\$0	\$0	\$0
INELIGIBLE COSTS TOTALS (Lines 1-66)		\$267	\$267	\$0	\$0	\$0
DISTRICT SIGN-OFF (initial or signature)						
Date						
Facility Name:		Wendell L. Cross Elementary School				
Permanent State Project Number:		151-0310 PV				
SECTION F COSTS: LIMITED ELIGIBILITY - the following items are subject to reduced reimbursement.						
Note: DO NOT include these costs in the ineligible cost total above.						
67.	Feasibility Study - except for one (1) initial study	\$0	\$0	\$0	\$0	\$0
68.	Outdoor Athletic Facilities (All OAF construction, including tennis courts, storage sheds, and spectator facilities)	\$0	\$0	\$0	\$0	\$0
69.	Swimming Pools & Natatoriums	\$0	\$0	\$0	\$0	\$0
70.	Retractable Gym Seating (includes movable bleachers)	\$0	\$0	\$0	\$0	\$0
71.	Spectator Seating in a Gymnasium - PERMANENT FIXED (not retractable) Complete lines a) through d) below.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Gymnasium					
c)	Total Cost (\$) of Gym Construction - Excluding Seating	\$0	\$0	\$0	\$0	\$0
d)	Total Cost (\$) of Seats (Including Installation)	\$0	\$0	\$0	\$0	\$0
72.	Seating Area in an Auditorium - Complete lines a) through e) below only if NEW AUDITORIUM SPACE will be created as a result of the project. Replacement seating costs in an existing auditorium are either ineligible (report costs on line 22) or are prorated between ineligible and eligible construction costs if the work involves creating seating areas for persons with disabilities.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Auditorium					
c)	Total Cost (\$) of Auditorium Construction Excluding Seating	\$0	\$0	\$0	\$0	\$0
d)	Total Cost (\$) of Seats (Including Installation)	\$0	\$0	\$0	\$0	\$0
e)	Capacity of Auditorium (Report Maximum Number of Potential Seats)*					
*Note that Capacity of Auditorium does not mean the actual number of seats, but the number which the auditorium has the capacity to hold.						



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

FORM SCG-4000

Ineligible Costs and Limited Eligible Costs Worksheet (ICW)

LEA or RESC:		Waterbury Public Schools				
Facility Name:		M.M Generali Elementary School				
Temporary State Project Number:		ESTNum000459				
Permanent State Project Number:		151-0311 PV				
Item	Initial Estimate	1st Revised Estimate	2nd Revised Estimate	3rd Revised Estimate	Final Costs (actual)	
Date:	1/9/2025	8/28/2025				
SECTION A COSTS: OFF-SITE WORK DONE BEYOND SCHOOL PROPERTY LINE - work beyond property line is ineligible						
01	Road Construction & Driveway Connections to Roadway	\$0	\$0	\$0	\$0	
02	Water or Sewer Line Connections (including manholes)	\$0	\$0	\$0	\$0	
03	Other Utilities & Connections	\$0	\$0	\$0	\$0	
SECTION B COSTS: ASSOCIATED WITH REPAIR, REPLACEMENT and MAINTENANCE WORK - (Not integral to the project scope)						
04	Site Regrading	\$0	\$0	\$0	\$0	
05	Resurfacing Drives, Walks, & Parking Areas	\$0	\$0	\$0	\$0	
06	Reseeding and Lawn Repairs	\$0	\$0	\$0	\$0	
07	Site Repairs	\$0	\$0	\$0	\$0	
08	Site Improvements	\$0	\$0	\$0	\$0	
09	Shrubs, Trees, Landscaping	\$0	\$0	\$0	\$0	
10.	Fencing - Decorative, Ornamental or Fencing other than required at hazardous areas	\$0	\$0	\$0	\$0	
11.	Toilet Fixtures & Partitions - unless required by code compliance	\$0	\$0	\$0	\$0	
12.	Concrete Steps, Walks, and Curbs	\$0	\$0	\$0	\$0	
13.	Masonry or Concrete (also including repoint, clean or waterproof)	\$0	\$0	\$0	\$0	
14.	Caulking and/or Control Joints	\$0	\$0	\$0	\$0	
15.	Windows, Glass or Glazing	\$0	\$0	\$0	\$0	
16.	Louvers	\$0	\$0	\$0	\$0	
17.	Exterior Doors - include frames and hardware	\$0	\$0	\$0	\$0	
18.	Repainting of Existing Areas	\$0	\$0	\$0	\$0	
19.	Carpet Replacement and Floor Refinishing	\$0	\$0	\$0	\$0	
20.	Finishes	\$0	\$0	\$0	\$0	
21.	Ceilings	\$0	\$0	\$0	\$0	
22.	Furniture (also see line 72)	\$0	\$0	\$0	\$0	
23.	Equipment	\$0	\$0	\$0	\$0	
24.	Lockers	\$0	\$0	\$0	\$0	
25.	Moveable Chalkboards/Tackboards/Smartboards	\$0	\$0	\$0	\$0	
26.	Water Heaters - Repair or Replacement not integral to Project Scope	\$0	\$0	\$0	\$0	
27.	Boilers, HVAC Systems or Equipment, or Fuel Storage Equipment - Repair, Replacement, or Conversion	\$0	\$0	\$0	\$0	
28.	Plumbing Fixtures - except for ADA required	\$0	\$0	\$0	\$0	
29.	Light Fixture Replacement	\$0	\$0	\$0	\$0	

30.	Security Systems and Sound and Clock Systems	\$0	\$0	\$0	\$0	\$0
31.	All other Repair, Replacement or Maintenance items not required by code or project scope	\$0	\$0	\$0	\$0	\$0
Facility Name: M.M Generali Elementary School Permanent State Project Number: 151-0311 PV						
SECTION C COSTS: ASSOCIATED WITH ROOF REPLACEMENT WORK						
32.	General Roof Repairs	\$0	\$0	\$0	\$0	\$0
33.	Repair of Gutters and Leaders - not integral to new roof	\$0	\$0	\$0	\$0	\$0
34.	Repair of damaged interior materials or surfaces from roof leak	\$0	\$0	\$0	\$0	\$0
35.	Flashing - not integral to the new roof	\$0	\$0	\$0	\$0	\$0
36.	Fascia & Soffit Work - not integral to new roof	\$0	\$0	\$0	\$0	\$0
37.	Coping on Parapets - not integral to new roof	\$0	\$0	\$0	\$0	\$0
38.	Roof Drains, Hatches, Fans - repair or replacement of existing, not integral to new roof	\$0	\$0	\$0	\$0	\$0
39.	Maintenance and/or Cleaning of Roof Drains	\$0	\$0	\$0	\$0	\$0
40.	Skylights - refer to statutory requirements	\$0	\$0	\$0	\$0	\$0
41.	Ladders - unless fixed to structure	\$0	\$0	\$0	\$0	\$0
42.	Antenna, Canopies, and Cupolas	\$0	\$0	\$0	\$0	\$0
SECTION D COSTS: ASSOCIATED WITH WINDOW REPLACEMENT WORK						
43.	Blinds and Shades - regardless of project type	\$0	\$0	\$0	\$0	\$0
SECTION E COSTS: OTHER INELIGIBLE PROJECT WORK						
44.	Relocation of facilities on site	\$0	\$0	\$0	\$0	\$0
45.	Athletic Facility Lighting	\$0	\$0	\$0	\$0	\$0
46.	Parking lots and/or parking spaces - in excess of minimum zoning requirements	\$0	\$0	\$0	\$0	\$0
47.	Artificial Turf	\$0	\$0	\$0	\$0	\$0
48.	Movable Site Furnishings & Equipment	\$0	\$0	\$0	\$0	\$0
49.	Computers, Software, Textbooks, Library Books	\$0	\$0	\$0	\$0	\$0
50.	General Supplies, Media or Other Consumables	\$0	\$0	\$0	\$0	\$0
51.	Lease of Facilities (except per CGS Section 10-286(a)(8))	\$0	\$0	\$0	\$0	\$0
52.	Extended Warranties, Maintenance or Service contracts	\$0	\$0	\$0	\$0	\$0
53.	School District and Town Administrative Salaries	\$0	\$0	\$0	\$0	\$0
54.	State of CT Education Fee on Permits (.26c/\$1000)	\$141	\$141	\$0	\$0	\$0
55.	Permits & Fees	\$0	\$0	\$0	\$0	\$0
56.	Replacement of stolen, vandalized, or broken items	\$0	\$0	\$0	\$0	\$0
57.	Work Outside the Authorized Project Scope (including Town or BOE shared space)	\$0	\$0	\$0	\$0	\$0
	SUB-TOTAL LINES 1-57	\$141	\$141	\$0	\$0	\$0
58.	Allowances - total value of all allowances: costs may be eligible when expended by change order	\$0	\$0	\$0	\$0	\$0
59.	Construction Contingencies - may become eligible when reconciled by change order	\$0	\$0	\$0	\$0	\$0
60.	Prorated Overhead and Profit for CM and A/E Fees based upon % of ineligible hardcosts	\$0	\$0	\$0	\$0	\$0
61.	Owner Contingencies	\$0	\$0	\$0	\$0	\$0
62.	CM and A/E Fees: Percentage-based increase in professional fees due to Change Orders	\$0	\$0	\$0	\$0	\$0
63.	Interest on Bonds or Bond Anticipation Notes.	\$0	\$0	\$0	\$0	\$0
64.	Ineligible Costs from CHANGE ORDERS					\$0
65.	All costs in excess of Grant Commitment	\$0	\$0	\$0	\$0	\$0

66.	Legal fees except for site acquisition	\$0	\$0	\$0	\$0	\$0
SUB-TOTAL LINES 58-66		\$0	\$0	\$0	\$0	\$0
INELIGIBLE COSTS TOTALS (Lines 1-66)		\$141	\$141	\$0	\$0	\$0
DISTRICT SIGN-OFF (initial or signature)						
Date						
Facility Name: M.M Generali Elementary School Permanent State Project Number: 151-0311 PV						
SECTION F COSTS: LIMITED ELIGIBILITY - the following items are subject to reduced reimbursement. Note: DO NOT include these costs in the ineligible cost total above.						
67.	Feasibility Study - except for one (1) initial study	\$0	\$0	\$0	\$0	\$0
68.	Outdoor Athletic Facilities (All OAF construction, including tennis courts, storage sheds, and spectator facilities)	\$0	\$0	\$0	\$0	\$0
69.	Swimming Pools & Natatoriums	\$0	\$0	\$0	\$0	\$0
70.	Retractable Gym Seating (includes movable bleachers)	\$0	\$0	\$0	\$0	\$0
71.	Spectator Seating in a Gymnasium - PERMANENT FIXED (not retractable) Complete lines a) through d) below.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Gymnasium					
c)	Total Cost (\$) of Gym Construction - Excluding Seating	\$0	\$0	\$0	\$0	\$0
d)	Total Cost (\$) of Seats (Including Installation)	\$0	\$0	\$0	\$0	\$0
72.	Seating Area in an Auditorium - Complete lines a) through e) below only if NEW AUDITORIUM SPACE will be created as a result of the project. Replacement seating costs in an existing auditorium are either ineligible (report costs on line 22) or are prorated between ineligible and eligible construction costs if the work involves creating seating areas for persons with disabilities.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Auditorium					
c)	Total Cost (\$) of Auditorium Construction Excluding Seating	\$0	\$0	\$0	\$0	\$0
d)	Total Cost (\$) of Seats (Including Installation)	\$0	\$0	\$0	\$0	\$0
e)	Capacity of Auditorium (Report Maximum Number of Potential Seats)*					
*Note that Capacity of Auditorium does not mean the actual number of seats, but the number which the auditorium has the capacity to hold.						



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

FORM SCG-4000

Ineligible Costs and Limited Eligible Costs Worksheet (ICW)

LEA or RESC:		Waterbury Public Schools				
Facility Name:		Sprague Elementary School				
Temporary State Project Number:		EstNum000460				
Permanent State Project Number:		151-0312 PV				
Item	Initial Estimate	1st Revised Estimate	2nd Revised Estimate	3rd Revised Estimate	Final Costs (actual)	
Date:	1/9/2025	8/28/2025				
SECTION A COSTS: OFF-SITE WORK DONE BEYOND SCHOOL PROPERTY LINE - work beyond property line is ineligible						
01	Road Construction & Driveway Connections to Roadway	\$0	\$0	\$0	\$0	\$0
02	Water or Sewer Line Connections (including manholes)	\$0	\$0	\$0	\$0	\$0
03	Other Utilities & Connections	\$0	\$0	\$0	\$0	\$0
SECTION B COSTS: ASSOCIATED WITH REPAIR, REPLACEMENT and MAINTENANCE WORK - (Not integral to the project scope)						
04	Site Regrading	\$0	\$0	\$0	\$0	\$0
05	Resurfacing Drives, Walks, & Parking Areas	\$0	\$0	\$0	\$0	\$0
06	Reseeding and Lawn Repairs	\$0	\$0	\$0	\$0	\$0
07	Site Repairs	\$0	\$0	\$0	\$0	\$0
08	Site Improvements	\$0	\$0	\$0	\$0	\$0
09	Shrubs, Trees, Landscaping	\$0	\$0	\$0	\$0	\$0
10.	Fencing - Decorative, Ornamental or Fencing other than required at hazardous areas	\$0	\$0	\$0	\$0	\$0
11.	Toilet Fixtures & Partitions - unless required by code compliance	\$0	\$0	\$0	\$0	\$0
12.	Concrete Steps, Walks, and Curbs	\$0	\$0	\$0	\$0	\$0
13.	Masonry or Concrete (also including repoint, clean or waterproof)	\$0	\$0	\$0	\$0	\$0
14.	Caulking and/or Control Joints	\$0	\$0	\$0	\$0	\$0
15.	Windows, Glass or Glazing	\$0	\$0	\$0	\$0	\$0
16.	Louvers	\$0	\$0	\$0	\$0	\$0
17.	Exterior Doors - include frames and hardware	\$0	\$0	\$0	\$0	\$0
18.	Repainting of Existing Areas	\$0	\$0	\$0	\$0	\$0
19.	Carpet Replacement and Floor Refinishing	\$0	\$0	\$0	\$0	\$0
20.	Finishes	\$0	\$0	\$0	\$0	\$0
21.	Ceilings	\$0	\$0	\$0	\$0	\$0
22.	Furniture (also see line 72)	\$0	\$0	\$0	\$0	\$0
23.	Equipment	\$0	\$0	\$0	\$0	\$0
24.	Lockers	\$0	\$0	\$0	\$0	\$0
25.	Moveable Chalkboards/Tackboards/Smartboards	\$0	\$0	\$0	\$0	\$0
26.	Water Heaters - Repair or Replacement not integral to Project Scope	\$0	\$0	\$0	\$0	\$0
27.	Boilers, HVAC Systems or Equipment, or Fuel Storage Equipment - Repair, Replacement, or Conversion	\$0	\$0	\$0	\$0	\$0
28.	Plumbing Fixtures - except for ADA required	\$0	\$0	\$0	\$0	\$0
29.	Light Fixture Replacement	\$0	\$0	\$0	\$0	\$0

30.	Security Systems and Sound and Clock Systems	\$0	\$0	\$0	\$0	\$0
31.	All other Repair, Replacement or Maintenance items not required by code or project scope	\$0	\$0	\$0	\$0	\$0
Facility Name: Sprague Elementary School Permanent State Project Number: 151-0312 PV						
SECTION C COSTS: ASSOCIATED WITH ROOF REPLACEMENT WORK						
32.	General Roof Repairs	\$0	\$0	\$0	\$0	\$0
33.	Repair of Gutters and Leaders - not integral to new roof	\$0	\$0	\$0	\$0	\$0
34.	Repair of damaged interior materials or surfaces from roof leak	\$0	\$0	\$0	\$0	\$0
35.	Flashing - not integral to the new roof	\$0	\$0	\$0	\$0	\$0
36.	Fascia & Soffit Work - not integral to new roof	\$0	\$0	\$0	\$0	\$0
37.	Coping on Parapets - not integral to new roof	\$0	\$0	\$0	\$0	\$0
38.	Roof Drains, Hatches, Fans - repair or replacement of existing, not integral to new roof	\$0	\$0	\$0	\$0	\$0
39.	Maintenance and/or Cleaning of Roof Drains	\$0	\$0	\$0	\$0	\$0
40.	Skylights - refer to statutory requirements	\$0	\$0	\$0	\$0	\$0
41.	Ladders - unless fixed to structure	\$0	\$0	\$0	\$0	\$0
42.	Antenna, Canopies, and Cupolas	\$0	\$0	\$0	\$0	\$0
SECTION D COSTS: ASSOCIATED WITH WINDOW REPLACEMENT WORK						
43.	Blinds and Shades - regardless of project type	\$0	\$0	\$0	\$0	\$0
SECTION E COSTS: OTHER INELIGIBLE PROJECT WORK						
44.	Relocation of facilities on site	\$0	\$0	\$0	\$0	\$0
45.	Athletic Facility Lighting	\$0	\$0	\$0	\$0	\$0
46.	Parking lots and/or parking spaces - in excess of minimum zoning requirements	\$0	\$0	\$0	\$0	\$0
47.	Artificial Turf	\$0	\$0	\$0	\$0	\$0
48.	Movable Site Furnishings & Equipment	\$0	\$0	\$0	\$0	\$0
49.	Computers, Software, Textbooks, Library Books	\$0	\$0	\$0	\$0	\$0
50.	General Supplies, Media or Other Consumables	\$0	\$0	\$0	\$0	\$0
51.	Lease of Facilities (except per CGS Section 10-286(a)(8))	\$0	\$0	\$0	\$0	\$0
52.	Extended Warranties, Maintenance or Service contracts	\$0	\$0	\$0	\$0	\$0
53.	School District and Town Administrative Salaries	\$0	\$0	\$0	\$0	\$0
54.	State of CT Education Fee on Permits (.26c/\$1000)	\$136	\$136	\$0	\$0	\$0
55.	Permits & Fees	\$0	\$0	\$0	\$0	\$0
56.	Replacement of stolen, vandalized, or broken items	\$0	\$0	\$0	\$0	\$0
57.	Work Outside the Authorized Project Scope (including Town or BOE shared space)	\$0	\$0	\$0	\$0	\$0
	SUB-TOTAL LINES 1-57	\$136	\$136	\$0	\$0	\$0
58.	Allowances - total value of all allowances: costs may be eligible when expended by change order	\$0	\$0	\$0	\$0	\$0
59.	Construction Contingencies - may become eligible when reconciled by change order	\$0	\$0	\$0	\$0	\$0
60.	Prorated Overhead and Profit for CM and A/E Fees based upon % of ineligible hardcosts	\$0	\$0	\$0	\$0	\$0
61.	Owner Contingencies	\$0	\$0	\$0	\$0	\$0
62.	CM and A/E Fees: Percentage-based increase in professional fees due to Change Orders	\$0	\$0	\$0	\$0	\$0
63.	Interest on Bonds or Bond Anticipation Notes.	\$0	\$0	\$0	\$0	\$0
64.	Ineligible Costs from CHANGE ORDERS					\$0
65.	All costs in excess of Grant Commitment	\$0	\$0	\$0	\$0	\$0

66.	Legal fees except for site acquisition	\$0	\$0	\$0	\$0	\$0
SUB-TOTAL LINES 58-66		\$0	\$0	\$0	\$0	\$0
INELIGIBLE COSTS TOTALS (Lines 1-66)		\$136	\$136	\$0	\$0	\$0
DISTRICT SIGN-OFF (initial or signature)						
Date						
Facility Name: Sprague Elementary School Permanent State Project Number: 151-0312 PV						
SECTION F COSTS: LIMITED ELIGIBILITY - the following items are subject to reduced reimbursement. Note: DO NOT include these costs in the ineligible cost total above.						
67.	Feasibility Study - except for one (1) initial study	\$0	\$0	\$0	\$0	\$0
68.	Outdoor Athletic Facilities (All OAF construction, including tennis courts, storage sheds, and spectator facilities)	\$0	\$0	\$0	\$0	\$0
69.	Swimming Pools & Natatoriums	\$0	\$0	\$0	\$0	\$0
70.	Retractable Gym Seating (includes movable bleachers)	\$0	\$0	\$0	\$0	\$0
71.	Spectator Seating in a Gymnasium - PERMANENT FIXED (not retractable) Complete lines a) through d) below.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Gymnasium					
c)	Total Cost (\$) of Gym Construction - Excluding Seating	\$0	\$0	\$0	\$0	\$0
d)	Total Cost (\$) of Seats (Including Installation)	\$0	\$0	\$0	\$0	\$0
72.	Seating Area in an Auditorium - Complete lines a) through e) below only if NEW AUDITORIUM SPACE will be created as a result of the project. Replacement seating costs in an existing auditorium are either ineligible (report costs on line 22) or are prorated between ineligible and eligible construction costs if the work involves creating seating areas for persons with disabilities.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Auditorium					
c)	Total Cost (\$) of Auditorium Construction Excluding Seating	\$0	\$0	\$0	\$0	\$0
d)	Total Cost (\$) of Seats (Including Installation)	\$0	\$0	\$0	\$0	\$0
e)	Capacity of Auditorium (Report Maximum Number of Potential Seats)*					
*Note that Capacity of Auditorium does not mean the actual number of seats, but the number which the auditorium has the capacity to hold.						



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

FORM SCG-4000

Ineligible Costs and Limited Eligible Costs Worksheet (ICW)

LEA or RESC:		Waterbury Public Schools				
Facility Name:		B.W Tinker Elementary School				
Temporary State Project Number:		EstNum000461				
Permanent State Project Number:		151-0313 PV				
Item	Initial Estimate	1st Revised Estimate	2nd Revised Estimate	3rd Revised Estimate	Final Costs (actual)	
Date:	1/9/2025	8/28/2025				
SECTION A COSTS: OFF-SITE WORK DONE BEYOND SCHOOL PROPERTY LINE - work beyond property line is ineligible						
01	Road Construction & Driveway Connections to Roadway	\$0	\$0	\$0	\$0	\$0
02	Water or Sewer Line Connections (including manholes)	\$0	\$0	\$0	\$0	\$0
03	Other Utilities & Connections	\$0	\$0	\$0	\$0	\$0
SECTION B COSTS: ASSOCIATED WITH REPAIR, REPLACEMENT and MAINTENANCE WORK - (Not integral to the project scope)						
04	Site Regrading	\$0	\$0	\$0	\$0	\$0
05	Resurfacing Drives, Walks, & Parking Areas	\$0	\$0	\$0	\$0	\$0
06	Reseeding and Lawn Repairs	\$0	\$0	\$0	\$0	\$0
07	Site Repairs	\$0	\$0	\$0	\$0	\$0
08	Site Improvements	\$0	\$0	\$0	\$0	\$0
09	Shrubs, Trees, Landscaping	\$0	\$0	\$0	\$0	\$0
10.	Fencing - Decorative, Ornamental or Fencing other than required at hazardous areas	\$0	\$0	\$0	\$0	\$0
11.	Toilet Fixtures & Partitions - unless required by code compliance	\$0	\$0	\$0	\$0	\$0
12.	Concrete Steps, Walks, and Curbs	\$0	\$0	\$0	\$0	\$0
13.	Masonry or Concrete (also including repoint, clean or waterproof)	\$0	\$0	\$0	\$0	\$0
14.	Caulking and/or Control Joints	\$0	\$0	\$0	\$0	\$0
15.	Windows, Glass or Glazing	\$0	\$0	\$0	\$0	\$0
16.	Louvers	\$0	\$0	\$0	\$0	\$0
17.	Exterior Doors - include frames and hardware	\$0	\$0	\$0	\$0	\$0
18.	Repainting of Existing Areas	\$0	\$0	\$0	\$0	\$0
19.	Carpet Replacement and Floor Refinishing	\$0	\$0	\$0	\$0	\$0
20.	Finishes	\$0	\$0	\$0	\$0	\$0
21.	Ceilings	\$0	\$0	\$0	\$0	\$0
22.	Furniture (also see line 72)	\$0	\$0	\$0	\$0	\$0
23.	Equipment	\$0	\$0	\$0	\$0	\$0
24.	Lockers	\$0	\$0	\$0	\$0	\$0
25.	Moveable Chalkboards/Tackboards/Smartboards	\$0	\$0	\$0	\$0	\$0
26.	Water Heaters - Repair or Replacement not integral to Project Scope	\$0	\$0	\$0	\$0	\$0
27.	Boilers, HVAC Systems or Equipment, or Fuel Storage Equipment - Repair, Replacement, or Conversion	\$0	\$0	\$0	\$0	\$0
28.	Plumbing Fixtures - except for ADA required	\$0	\$0	\$0	\$0	\$0
29.	Light Fixture Replacement	\$0	\$0	\$0	\$0	\$0

30.	Security Systems and Sound and Clock Systems	\$0	\$0	\$0	\$0	\$0
31.	All other Repair, Replacement or Maintenance items not required by code or project scope	\$0	\$0	\$0	\$0	\$0
Facility Name: B.W Tinker Elementary School Permanent State Project Number: 151-0313 PV						
SECTION C COSTS: ASSOCIATED WITH ROOF REPLACEMENT WORK						
32.	General Roof Repairs	\$0	\$0	\$0	\$0	\$0
33.	Repair of Gutters and Leaders - not integral to new roof	\$0	\$0	\$0	\$0	\$0
34.	Repair of damaged interior materials or surfaces from roof leak	\$0	\$0	\$0	\$0	\$0
35.	Flashing - not integral to the new roof	\$0	\$0	\$0	\$0	\$0
36.	Fascia & Soffit Work - not integral to new roof	\$0	\$0	\$0	\$0	\$0
37.	Coping on Parapets - not integral to new roof	\$0	\$0	\$0	\$0	\$0
38.	Roof Drains, Hatches, Fans - repair or replacement of existing, not integral to new roof	\$0	\$0	\$0	\$0	\$0
39.	Maintenance and/or Cleaning of Roof Drains	\$0	\$0	\$0	\$0	\$0
40.	Skylights - refer to statutory requirements	\$0	\$0	\$0	\$0	\$0
41.	Ladders - unless fixed to structure	\$0	\$0	\$0	\$0	\$0
42.	Antenna, Canopies, and Cupolas	\$0	\$0	\$0	\$0	\$0
SECTION D COSTS: ASSOCIATED WITH WINDOW REPLACEMENT WORK						
43.	Blinds and Shades - regardless of project type	\$0	\$0	\$0	\$0	\$0
SECTION E COSTS: OTHER INELIGIBLE PROJECT WORK						
44.	Relocation of facilities on site	\$0	\$0	\$0	\$0	\$0
45.	Athletic Facility Lighting	\$0	\$0	\$0	\$0	\$0
46.	Parking lots and/or parking spaces - in excess of minimum zoning requirements	\$0	\$0	\$0	\$0	\$0
47.	Artificial Turf	\$0	\$0	\$0	\$0	\$0
48.	Movable Site Furnishings & Equipment	\$0	\$0	\$0	\$0	\$0
49.	Computers, Software, Textbooks, Library Books	\$0	\$0	\$0	\$0	\$0
50.	General Supplies, Media or Other Consumables	\$0	\$0	\$0	\$0	\$0
51.	Lease of Facilities (except per CGS Section 10-286(a)(8))	\$0	\$0	\$0	\$0	\$0
52.	Extended Warranties, Maintenance or Service contracts	\$0	\$0	\$0	\$0	\$0
53.	School District and Town Administrative Salaries	\$0	\$0	\$0	\$0	\$0
54.	State of CT Education Fee on Permits (.26c/\$1000)	\$127	\$127	\$0	\$0	\$0
55.	Permits & Fees	\$0	\$0	\$0	\$0	\$0
56.	Replacement of stolen, vandalized, or broken items	\$0	\$0	\$0	\$0	\$0
57.	Work Outside the Authorized Project Scope (including Town or BOE shared space)	\$0	\$0	\$0	\$0	\$0
	SUB-TOTAL LINES 1-57	\$127	\$127	\$0	\$0	\$0
58.	Allowances - total value of all allowances: costs may be eligible when expended by change order	\$0	\$0	\$0	\$0	\$0
59.	Construction Contingencies - may become eligible when reconciled by change order	\$0	\$0	\$0	\$0	\$0
60.	Prorated Overhead and Profit for CM and A/E Fees based upon % of ineligible hardcosts	\$0	\$0	\$0	\$0	\$0
61.	Owner Contingencies	\$0	\$0	\$0	\$0	\$0
62.	CM and A/E Fees: Percentage-based increase in professional fees due to Change Orders	\$0	\$0	\$0	\$0	\$0
63.	Interest on Bonds or Bond Anticipation Notes.	\$0	\$0	\$0	\$0	\$0
64.	Ineligible Costs from CHANGE ORDERS					\$0
65.	All costs in excess of Grant Commitment	\$0	\$0	\$0	\$0	\$0

66.	Legal fees except for site acquisition	\$0	\$0	\$0	\$0	\$0
SUB-TOTAL LINES 58-66		\$0	\$0	\$0	\$0	\$0
INELIGIBLE COSTS TOTALS (Lines 1-66)		\$127	\$127	\$0	\$0	\$0
DISTRICT SIGN-OFF (initial or signature)						
Date						
Facility Name: B.W Tinker Elementary School Permanent State Project Number: 151-0313 PV						
SECTION F COSTS: LIMITED ELIGIBILITY - the following items are subject to reduced reimbursement. Note: DO NOT include these costs in the ineligible cost total above.						
67.	Feasibility Study - except for one (1) initial study	\$0	\$0	\$0	\$0	\$0
68.	Outdoor Athletic Facilities (All OAF construction, including tennis courts, storage sheds, and spectator facilities)	\$0	\$0	\$0	\$0	\$0
69.	Swimming Pools & Natatoriums	\$0	\$0	\$0	\$0	\$0
70.	Retractable Gym Seating (includes movable bleachers)	\$0	\$0	\$0	\$0	\$0
71.	Spectator Seating in a Gymnasium - PERMANENT FIXED (not retractable) Complete lines a) through d) below.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Gymnasium					
c)	Total Cost (\$) of Gym Construction - Excluding Seating	\$0	\$0	\$0	\$0	\$0
d)	Total Cost (\$) of Seats (Including Installation)	\$0	\$0	\$0	\$0	\$0
72.	Seating Area in an Auditorium - Complete lines a) through e) below only if NEW AUDITORIUM SPACE will be created as a result of the project. Replacement seating costs in an existing auditorium are either ineligible (report costs on line 22) or are prorated between ineligible and eligible construction costs if the work involves creating seating areas for persons with disabilities.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Auditorium					
c)	Total Cost (\$) of Auditorium Construction Excluding Seating	\$0	\$0	\$0	\$0	\$0
d)	Total Cost (\$) of Seats (Including Installation)	\$0	\$0	\$0	\$0	\$0
e)	Capacity of Auditorium (Report Maximum Number of Potential Seats)*					
*Note that Capacity of Auditorium does not mean the actual number of seats, but the number which the auditorium has the capacity to hold.						



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

FORM SCG-4000

Ineligible Costs and Limited Eligible Costs Worksheet (ICW)

LEA or RESC:		Waterbury Public Schools				
Facility Name:		West Side Middle School				
Temporary State Project Number:		EstNum000463				
Permanent State Project Number:		151-0314 PV				
Item	Initial Estimate	1st Revised Estimate	2nd Revised Estimate	3rd Revised Estimate	Final Costs (actual)	
Date:	1/9/2025	8/28/2025				
SECTION A COSTS: OFF-SITE WORK DONE BEYOND SCHOOL PROPERTY LINE - work beyond property line is ineligible						
01	Road Construction & Driveway Connections to Roadway	\$0	\$0	\$0	\$0	
02	Water or Sewer Line Connections (including manholes)	\$0	\$0	\$0	\$0	
03	Other Utilities & Connections	\$0	\$0	\$0	\$0	
SECTION B COSTS: ASSOCIATED WITH REPAIR, REPLACEMENT and MAINTENANCE WORK - (Not integral to the project scope)						
04	Site Regrading	\$0	\$0	\$0	\$0	
05	Resurfacing Drives, Walks, & Parking Areas	\$0	\$0	\$0	\$0	
06	Reseeding and Lawn Repairs	\$0	\$0	\$0	\$0	
07	Site Repairs	\$0	\$0	\$0	\$0	
08	Site Improvements	\$0	\$0	\$0	\$0	
09	Shrubs, Trees, Landscaping	\$0	\$0	\$0	\$0	
10.	Fencing - Decorative, Ornamental or Fencing other than required at hazardous areas	\$0	\$0	\$0	\$0	
11.	Toilet Fixtures & Partitions - unless required by code compliance	\$0	\$0	\$0	\$0	
12.	Concrete Steps, Walks, and Curbs	\$0	\$0	\$0	\$0	
13.	Masonry or Concrete (also including repoint, clean or waterproof)	\$0	\$0	\$0	\$0	
14.	Caulking and/or Control Joints	\$0	\$0	\$0	\$0	
15.	Windows, Glass or Glazing	\$0	\$0	\$0	\$0	
16.	Louvers	\$0	\$0	\$0	\$0	
17.	Exterior Doors - include frames and hardware	\$0	\$0	\$0	\$0	
18.	Repainting of Existing Areas	\$0	\$0	\$0	\$0	
19.	Carpet Replacement and Floor Refinishing	\$0	\$0	\$0	\$0	
20.	Finishes	\$0	\$0	\$0	\$0	
21.	Ceilings	\$0	\$0	\$0	\$0	
22.	Furniture (also see line 72)	\$0	\$0	\$0	\$0	
23.	Equipment	\$0	\$0	\$0	\$0	
24.	Lockers	\$0	\$0	\$0	\$0	
25.	Moveable Chalkboards/Tackboards/Smartboards	\$0	\$0	\$0	\$0	
26.	Water Heaters - Repair or Replacement not integral to Project Scope	\$0	\$0	\$0	\$0	
27.	Boilers, HVAC Systems or Equipment, or Fuel Storage Equipment - Repair, Replacement, or Conversion	\$0	\$0	\$0	\$0	
28.	Plumbing Fixtures - except for ADA required	\$0	\$0	\$0	\$0	
29.	Light Fixture Replacement	\$0	\$0	\$0	\$0	

30.	Security Systems and Sound and Clock Systems	\$0	\$0	\$0	\$0	\$0
31.	All other Repair, Replacement or Maintenance items not required by code or project scope	\$0	\$0	\$0	\$0	\$0
Facility Name:		West Side Middle School				
Permanent State Project Number:		151-0314 PV				
SECTION C COSTS: ASSOCIATED WITH ROOF REPLACEMENT WORK						
32.	General Roof Repairs	\$0	\$0	\$0	\$0	\$0
33.	Repair of Gutters and Leaders - not integral to new roof	\$0	\$0	\$0	\$0	\$0
34.	Repair of damaged interior materials or surfaces from roof leak	\$0	\$0	\$0	\$0	\$0
35.	Flashing - not integral to the new roof	\$0	\$0	\$0	\$0	\$0
36.	Fascia & Soffit Work - not integral to new roof	\$0	\$0	\$0	\$0	\$0
37.	Coping on Parapets - not integral to new roof	\$0	\$0	\$0	\$0	\$0
38.	Roof Drains, Hatches, Fans - repair or replacement of existing, not integral to new roof	\$0	\$0	\$0	\$0	\$0
39.	Maintenance and/or Cleaning of Roof Drains	\$0	\$0	\$0	\$0	\$0
40.	Skylights - refer to statutory requirements	\$0	\$0	\$0	\$0	\$0
41.	Ladders - unless fixed to structure	\$0	\$0	\$0	\$0	\$0
42.	Antenna, Canopies, and Cupolas	\$0	\$0	\$0	\$0	\$0
SECTION D COSTS: ASSOCIATED WITH WINDOW REPLACEMENT WORK						
43.	Blinds and Shades - regardless of project type	\$0	\$0	\$0	\$0	\$0
SECTION E COSTS: OTHER INELIGIBLE PROJECT WORK						
44.	Relocation of facilities on site	\$0	\$0	\$0	\$0	\$0
45.	Athletic Facility Lighting	\$0	\$0	\$0	\$0	\$0
46.	Parking lots and/or parking spaces - in excess of minimum zoning requirements	\$0	\$0	\$0	\$0	\$0
47.	Artificial Turf	\$0	\$0	\$0	\$0	\$0
48.	Movable Site Furnishings & Equipment	\$0	\$0	\$0	\$0	\$0
49.	Computers, Software, Textbooks, Library Books	\$0	\$0	\$0	\$0	\$0
50.	General Supplies, Media or Other Consumables	\$0	\$0	\$0	\$0	\$0
51.	Lease of Facilities (except per CGS Section 10-286(a)(8))	\$0	\$0	\$0	\$0	\$0
52.	Extended Warranties, Maintenance or Service contracts	\$0	\$0	\$0	\$0	\$0
53.	School District and Town Administrative Salaries	\$0	\$0	\$0	\$0	\$0
54.	State of CT Education Fee on Permits (.26c/\$1000)	\$264	\$264	\$0	\$0	\$0
55.	Permits & Fees	\$0	\$0	\$0	\$0	\$0
56.	Replacement of stolen, vandalized, or broken items	\$0	\$0	\$0	\$0	\$0
57.	Work Outside the Authorized Project Scope (including Town or BOE shared space)	\$0	\$0	\$0	\$0	\$0
	SUB-TOTAL LINES 1-57	\$264	\$264	\$0	\$0	\$0
58.	Allowances - total value of all allowances: costs may be eligible when expended by change order	\$0	\$0	\$0	\$0	\$0
59.	Construction Contingencies - may become eligible when reconciled by change order	\$0	\$0	\$0	\$0	\$0
60.	Prorated Overhead and Profit for CM and A/E Fees based upon % of ineligible hardcosts	\$0	\$0	\$0	\$0	\$0
61.	Owner Contingencies	\$0	\$0	\$0	\$0	\$0
62.	CM and A/E Fees: Percentage-based increase in professional fees due to Change Orders	\$0	\$0	\$0	\$0	\$0
63.	Interest on Bonds or Bond Anticipation Notes.	\$0	\$0	\$0	\$0	\$0
64.	Ineligible Costs from CHANGE ORDERS					\$0
65.	All costs in excess of Grant Commitment	\$0	\$0	\$0	\$0	\$0

66.	Legal fees except for site acquisition	\$0	\$0	\$0	\$0	\$0
SUB-TOTAL LINES 58-66		\$0	\$0	\$0	\$0	\$0
INELIGIBLE COSTS TOTALS (Lines 1-66)		\$264	\$264	\$0	\$0	\$0
DISTRICT SIGN-OFF (initial or signature)						
Date						
Facility Name: West Side Middle School Permanent State Project Number: 151-0314 PV						
SECTION F COSTS: LIMITED ELIGIBILITY - the following items are subject to reduced reimbursement. Note: DO NOT include these costs in the ineligible cost total above.						
67.	Feasibility Study - except for one (1) initial study	\$0	\$0	\$0	\$0	\$0
68.	Outdoor Athletic Facilities (All OAF construction, including tennis courts, storage sheds, and spectator facilities)	\$0	\$0	\$0	\$0	\$0
69.	Swimming Pools & Natatoriums	\$0	\$0	\$0	\$0	\$0
70.	Retractable Gym Seating (includes movable bleachers)	\$0	\$0	\$0	\$0	\$0
71.	Spectator Seating in a Gymnasium - PERMANENT FIXED (not retractable) Complete lines a) through d) below.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Gymnasium					
c)	Total Cost (\$) of Gym Construction - Excluding Seating	\$0	\$0	\$0	\$0	\$0
d)	Total Cost (\$) of Seats (Including Installation)	\$0	\$0	\$0	\$0	\$0
72.	Seating Area in an Auditorium - Complete lines a) through e) below only if NEW AUDITORIUM SPACE will be created as a result of the project. Replacement seating costs in an existing auditorium are either ineligible (report costs on line 22) or are prorated between ineligible and eligible construction costs if the work involves creating seating areas for persons with disabilities.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Auditorium					
c)	Total Cost (\$) of Auditorium Construction Excluding Seating	\$0	\$0	\$0	\$0	\$0
d)	Total Cost (\$) of Seats (Including Installation)	\$0	\$0	\$0	\$0	\$0
e)	Capacity of Auditorium (Report Maximum Number of Potential Seats)*					
*Note that Capacity of Auditorium does not mean the actual number of seats, but the number which the auditorium has the capacity to hold.						

Exhibit 15:

Bid Forms (available in Excel format for Proposers to fill out)

Proposer Name

Project Information

Project Location

Wendell L. Cross Elementary School

DAS State Project Number:

151-0310 PV

System Specifications

System Size (kW-ac)

System Size (kW-dc)

Production (kWh-ac)

Line Item Cost (\$)

Module	\$	-
Inverter	\$	-
Rapid Shutdown Devices	\$	-
Racking Product	\$	-
Racking Subcomponents - Slipsheets	\$	-
Racking Subcomponents - Ballast Blocks	\$	-
Racking Subcomponents - Mechanical Attachments	\$	-
Monitoring	\$	-
Balance of System Components	\$	-
Engineering	\$	-
Permitting	\$	-
Interconnection	\$	-
General Conditions	\$	-
Overhead & Profit (OH&P)	\$	-
Construction - Electrical	\$	-
Construction - Site/Mechanical	\$	-
Total Project Cost	\$	-

Equipment Specifications

Module - Manufacturer

Module - Model & Wattage-DC

Inverter - Manufacturer

Inverter - Model & Wattage-AC

Rapid Shutdown Device / DC Optimizer - Manufacturer/Model

Racking - Manufacturer

Racking - Model

Data Acquisition System - Manufacturer/Model

Proposer Name

Project Information

Project Location

M.M. Generali Elementary School

DAS State Project Number:

151-0311 PV

System Specifications

System Size (kW-ac)

System Size (kW-dc)

Production (kWh-ac)

Line Item Cost (\$)

Module	\$	-
Inverter	\$	-
Rapid Shutdown Devices	\$	-
Racking Product	\$	-
Racking Subcomponents - Slipsheets	\$	-
Racking Subcomponents - Ballast Blocks	\$	-
Racking Subcomponents - Mechanical Attachments	\$	-
Monitoring	\$	-
Balance of System Components	\$	-
Engineering	\$	-
Permitting	\$	-
Interconnection	\$	-
General Conditions	\$	-
Overhead & Profit (OH&P)	\$	-
Construction - Electrical	\$	-
Construction - Site/Mechanical	\$	-
Total Project Cost	\$	-

Equipment Specifications

Module - Manufacturer

Module - Model & Wattage-DC

Inverter - Manufacturer

Inverter - Model & Wattage-AC

Rapid Shutdown Device / DC Optimizer - Manufacturer/Model

Racking - Manufacturer

Racking - Model

Data Acquisition System - Manufacturer/Model

Proposer Name

Project Information

Project Location

Sprague Elementary School

DAS State Project Number:

151-0312 PV

System Specifications

System Size (kW-ac)

System Size (kW-dc)

Production (kWh-ac)

Line Item Cost (\$)

Module	\$	-
Inverter	\$	-
Rapid Shutdown Devices	\$	-
Racking Product	\$	-
Racking Subcomponents - Slipsheets	\$	-
Racking Subcomponents - Ballast Blocks	\$	-
Racking Subcomponents - Mechanical Attachments	\$	-
Monitoring	\$	-
Balance of System Components	\$	-
Engineering	\$	-
Permitting	\$	-
Interconnection	\$	-
General Conditions	\$	-
Overhead & Profit (OH&P)	\$	-
Construction - Electrical	\$	-
Construction - Site/Mechanical	\$	-
Total Project Cost	\$	-

Equipment Specifications

Module - Manufacturer

Module - Model & Wattage-DC

Inverter - Manufacturer

Inverter - Model & Wattage-AC

Rapid Shutdown Device / DC Optimizer - Manufacturer/Model

Racking - Manufacturer

Racking - Model

Data Acquisition System - Manufacturer/Model

Prposer Name

Project Information

Project Location

B.W. Tinker Elementary School

DAS State Project Number:

151-0313 PV

System Specifications

System Size (kW-ac)

System Size (kW-dc)

Production (kWh-ac)

Line Item Cost (\$)

Module	\$	-
Inverter	\$	-
Rapid Shutdown Devices	\$	-
Racking Product	\$	-
Racking Subcomponents - Slipsheets	\$	-
Racking Subcomponents - Ballast Blocks	\$	-
Racking Subcomponents - Mechanical Attachments	\$	-
Monitoring	\$	-
Balance of System Components	\$	-
Engineering	\$	-
Permitting	\$	-
Interconnection	\$	-
General Conditions	\$	-
Overhead & Profit (OH&P)	\$	-
Construction - Electrical	\$	-
Construction - Site/Mechanical	\$	-
Total Project Cost	\$	-

Equiment Specifications

Module - Manufacturer

Module - Model & Wattage-DC

Inverter - Manufacturer

Inverter - Model & Wattage-AC

Rapid Shutdown Device / DC Optimizer - Manufacturer/Model

Racking - Manufacturer

Racking - Model

Data Acquisition System - Manufacturer/Model

Proposer Name

Project Information

Project Location

West Side Middle School

DAS State Project Number:

151-0314 PV

System Specifications

System Size (kW-ac)

System Size (kW-dc)

Production (kWh-ac)

Line Item Cost (\$)

Module	\$	-
Inverter	\$	-
Rapid Shutdown Devices	\$	-
Racking Product	\$	-
Racking Subcomponents - Slipsheets	\$	-
Racking Subcomponents - Ballast Blocks	\$	-
Racking Subcomponents - Mechanical Attachments	\$	-
Monitoring	\$	-
Balance of System Components	\$	-
Engineering	\$	-
Permitting	\$	-
Interconnection	\$	-
General Conditions	\$	-
Overhead & Profit (OH&P)	\$	-
Construction - Electrical	\$	-
Construction - Site/Mechanical	\$	-
Total Project Cost	\$	-

Equipment Specifications

Module - Manufacturer

Module - Model & Wattage-DC

Inverter - Manufacturer

Inverter - Model & Wattage-AC

Rapid Shutdown Device / DC Optimizer - Manufacturer/Model

Racking - Manufacturer

Racking - Model

Data Acquisition System - Manufacturer/Model

Exhibit 16:

Sample AIA Document A141 - 2014 and Exhibit A



AIA[®] Document A141[™] – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Design-Builder:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder agree as follows.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
C	SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

§ 1.1.7 The Owner's design and construction milestone dates:

- .1 Design phase milestone dates:
- .2 Submission of Design-Builder Proposal:

.3 Phased completion dates:

.4 Substantial Completion date:

.5 Other milestone dates:

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

.2 Consultants

.3 Contractors

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6 .

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 14.4
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term “Work” means the design, construction and related services required to fulfill the Design-Builder’s obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.”

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of _____ percent (___%) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid _____ (___) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;

- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 **Royalties, Patents and Copyrights**

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 **Indemnification**

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 **Contingent Assignment of Agreements**

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;

- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction, may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions, and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing

physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The

Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a

separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-

Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to

correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering

and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 **Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2** damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

.6 Other:

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)



AIA[®] Document A141[™] – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141[™]–2014, Standard Form of Agreement Between Owner and Design-Builder dated the _____ day of _____ in the year _____ (the “Agreement”)
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE DESIGN-BUILDER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder’s performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

- ☐ Stipulated Sum, in accordance with Section A.1.2 below
- ☐ Cost of the Work plus the Design-Builder’s Fee, in accordance with Section A.1.3 below
- ☐ Cost of the Work plus the Design-Builder’s Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be _____ (\$___), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed _____ (\$___), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide information below or reference an attachment.)

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the _____ day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the _____ day of the _____ month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than _____ () days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (____ %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent (____ %);
- .3** Subtract the aggregate of previous payments made by the Owner; and
- .4** Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Article A.5 of this Amendment;
- .2 Add the Design-Builder's Fee, less retainage of _____ percent (___%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of _____ percent (___%) from that portion of the Work that the Design-Builder self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of _____ percent (___%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is

- stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of _____ percent (___%) from that portion of the Work that the Design-Builder self-performs;
 - .5 Subtract the aggregate of previous payments made by the Owner;
 - .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
 - .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than _____ (___) days from the date of this Amendment, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

Document	Title	Date	Pages
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§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

.2 Contingencies

§ A.3.1.6 Design-Builder's assumptions and clarifications:

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

.2 Project Manager

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
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§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;

- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

(Printed name and title)

Professional Cost Estimates:

- #1 - Wendell Cross (CT DAS Grant No. 151-0310 PV)
- #2 - Generali (CT DAS Grant No. 151-0311 PV)
- #3 - Sprague (CT DAS Grant No. 151-0312 PV)
- #4 - Tinker (CT DAS Grant No. 151-0313 PV)
- #5 - West Side (CT DAS Grant No. 151-0314 PV)



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Grant Application Phase Cost Estimate

State Project #	EstNum000462				
LEA	Waterbury Public Schools				
School Name	Wendell L. Cross School				
Project Type					
Square Footage of Construction	22,440				
Grades	G1				
Enrollment Projections					
Reimbursement Rate					
		Cost/Square Feet		Ineligible Costs	
Project Cost	\$1,027,732.72	of Project Costs	\$45.80	Project Ineligible Costs	\$267.28
All Soft Cost	\$300,187.72			Ineligible Soft Costs	\$267.28
Construction Cost	\$727,545.00	of Construction Cost	\$32.42	Ineligible Construction Costs	\$0.00
Eligible Construction Costs	\$727,545.00	of Eligible Costs	\$32.42		
Consultants	FF&E	Fees	Contingencies	Acquisition	
\$112,000.00	\$0.00	\$5,000.00	\$183,187.72	\$0.00	

Construction Cost		Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	0.00	0.00
	A20. Basements	0.00	0.00
B. SHELL	B10. Super Structure	0.00	0.00
	B20. Exterior Enclosures	0.00	0.00
	B30. Roofing	0.00	0.00
C. INTERIORS	C10. Interior Construction	0.00	0.00
	C20. Stairs	0.00	0.00
	C30. Interior Finishes	0.00	0.00
D. SERVICES	D10. Conveying	0.00	0.00
	D20. Plumbing	0.00	0.00
	D30. HVAC	0.00	0.00
	D40. Fire Protection	0.00	0.00
	D50. Electrical	509960.00	0.00
E. EQUIPMENT & FURNISHINGS	E10. Equipment	0.00	0.00
	E20. Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	0.00	0.00
	F20. Selective Building Demolition	0.00	0.00
	F30. Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	115000.00	0.00
	X20. Overhead & Profit	102585.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	0.00	0.00
Soft Cost		Cost	Ineligibles

G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00
	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	42500.00	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissioning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	69500.00	0.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	0.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	0.00	0.00
	T5010. State Permit Fees	0.00	267.28
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	5000.00	0.00

U. CONTINGENCIES	U1010. Owner Contingency	183187.72	0.00
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00
Save and ContinueSave and ExitSignoff and Submit			



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Grant Application Phase Cost Estimate

State Project #	EstNum000459				
LEA	Waterbury Public Schools				
School Name	Margaret M Generali Elemen				
Project Type					
Square Footage of Construction	25,000				
Grades	G1				
Enrollment Projections					
Reimbursement Rate					
		Cost/Square Feet		Ineligible Costs	
Project Cost	\$543,858.56	of Project Costs	\$21.75	Project Ineligible Costs	\$141.44
All Soft Cost	\$155,913.56			Ineligible Soft Costs	\$141.44
Construction Cost	\$387,945.00	of Construction Cost	\$15.52	Ineligible Construction Costs	\$0.00
Eligible Construction Costs	\$387,945.00	of Eligible Costs	\$15.52		
Consultants	FF&E	Fees	Contingencies	Acquisition	
\$107,000.00	\$0.00	\$5,000.00	\$43,913.56	\$0.00	

Construction Cost		Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	0.00	0.00
	A20. Basements	0.00	0.00
B. SHELL	B10. Super Structure	0.00	0.00
	B20. Exterior Enclosures	0.00	0.00
	B30. Roofing	0.00	0.00
C. INTERIORS	C10. Interior Construction	0.00	0.00
	C20. Stairs	0.00	0.00
	C30. Interior Finishes	0.00	0.00
D. SERVICES	D10. Conveying	0.00	0.00
	D20. Plumbing	0.00	0.00
	D30. HVAC	0.00	0.00
	D40. Fire Protection	0.00	0.00
	D50. Electrical	273660.00	0.00
E. EQUIPMENT & FURNISHINGS	E10. Equipment	0.00	0.00
	E20. Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	0.00	0.00
	F20. Selective Building Demolition	0.00	0.00
	F30. Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	60000.00	0.00
	X20. Overhead & Profit	54285.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	0.00	0.00
Soft Cost		Cost	Ineligibles

G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00
	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	37500.00	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissioning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	69500.00	0.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	0.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	0.00	0.00
	T5010. State Permit Fees	0.00	0.00
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	5000.00	141.44

U. CONTINGENCIES	U1010. Owner Contingency	43913.56	0.00
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00
Save and Continue Save and Exit Signoff and Submit			



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Grant Application Phase Cost Estimate

State Project #	EstNum000460				
LEA	Waterbury Public Schools				
School Name	Sprague School				
Project Type					
Square Footage of Construction	12,827				
Grades	G1				
Enrollment Projections					
Reimbursement Rate					
		Cost/Square Feet		Ineligible Costs	
Project Cost	\$524,863.50	of Project Costs	\$40.92	Project Ineligible Costs	\$136.50
All Soft Cost	\$147,643.50			Ineligible Soft Costs	\$136.50
Construction Cost	\$377,220.00	of Construction Cost	\$29.41	Ineligible Construction Costs	\$0.00
Eligible Construction Costs	\$377,220.00	of Eligible Costs	\$29.41		
Consultants	FF&E	Fees	Contingencies	Acquisition	
\$107,000.00	\$0.00	\$5,000.00	\$35,643.50	\$0.00	

Construction Cost		Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	0.00	0.00
	A20. Basements	0.00	0.00
B. SHELL	B10. Super Structure	0.00	0.00
	B20. Exterior Enclosures	0.00	0.00
	B30. Roofing	0.00	0.00
C. INTERIORS	C10. Interior Construction	0.00	0.00
	C20. Stairs	0.00	0.00
	C30. Interior Finishes	0.00	0.00
D. SERVICES	D10. Conveying	0.00	0.00
	D20. Plumbing	0.00	0.00
	D30. HVAC	0.00	0.00
	D40. Fire Protection	0.00	0.00
	D50. Electrical	264860.00	0.00
E. EQUIPMENT & FURNISHINGS	E10. Equipment	0.00	0.00
	E20. Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	0.00	0.00
	F20. Selective Building Demolition	0.00	0.00
	F30. Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	60000.00	0.00
	X20. Overhead & Profit	52360.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	0.00	0.00
Soft Cost		Cost	Ineligibles

G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00
	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	37500.00	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissioning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	69500.00	0.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	0.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	0.00	0.00
	T5010. State Permit Fees	0.00	136.50
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	5000.00	0.00

U. CONTINGENCIES	U1010. Owner Contingency	35643.50	0.00
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00
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Grant Application Phase Cost Estimate

State Project #	EstNum000461		
LEA	Waterbury Public Schools		
School Name	B.W. Tinker School		
Project Type			
Square Footage of Construction	20,950		
Grades	G1		
Enrollment Projections			
Reimbursement Rate			
		Cost/Square Feet	Ineligible Costs
Project Cost	\$488,872.86	of Project Costs \$23.34	Project Ineligible Costs \$127.14
All Soft Cost	\$133,882.86		Ineligible Soft Costs \$127.14
Construction Cost	\$354,990.00	of Construction Cost \$16.94	Ineligible Construction Costs \$0.00
Eligible Construction Costs	\$354,990.00	of Eligible Costs \$16.94	
Consultants	FF&E	Fees	Contingencies
\$107,000.00	\$0.00	\$5,000.00	\$21,882.86
			Acquisition \$0.00

Construction Cost		Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	0.00	0.00
	A20. Basements	0.00	0.00
B. SHELL	B10. Super Structure	0.00	0.00
	B20. Exterior Enclosures	0.00	0.00
	B30. Roofing	0.00	0.00
C. INTERIORS	C10. Interior Construction	0.00	0.00
	C20. Stairs	0.00	0.00
	C30. Interior Finishes	0.00	0.00
D. SERVICES	D10. Conveying	0.00	0.00
	D20. Plumbing	0.00	0.00
	D30. HVAC	0.00	0.00
	D40. Fire Protection	0.00	0.00
	D50. Electrical	246620.00	0.00
E. EQUIPMENT & FURNISHINGS	E10. Equipment	0.00	0.00
	E20. Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	0.00	0.00
	F20. Selective Building Demolition	0.00	0.00
	F30. Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	60000.00	0.00
	X20. Overhead & Profit	48370.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	0.00	0.00
Soft Cost		Cost	Ineligibles

G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00
	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	37500.00	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissioning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	69500.00	0.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	0.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	0.00	0.00
	T5010. State Permit Fees	0.00	127.14
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	5000.00	0.00

U. CONTINGENCIES	U1010. Owner Contingency	21882.86	0.00
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00
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Grant Application Phase Cost Estimate

State Project #	EstNum000463			
LEA	Waterbury Public Schools			
School Name	West Side Middle School			
Project Type				
Square Footage of Construction	38,042			
Grades	G1			
Enrollment Projections				
Reimbursement Rate		Cost/Square Feet		Ineligible (
Project Cost	\$1,013,736.36	of Project Costs	\$26.65	Project Ineligible Costs \$263.64
All Soft Cost	\$293,601.36			Ineligible Soft Costs \$263.64
Construction Cost	\$720,135.00	of Construction Cost	\$18.93	Ineligible Construction Costs \$0.00
Eligible Construction Costs	\$720,135.00	of Eligible Costs	\$18.93	
Consultants	FF&E	Fees	Contingencies	Acquisition
\$107,000.00	\$0.00	\$5,000.00	\$181,601.36	\$0.00

Construction Cost		Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	0.00	0.00
	A20. Basements	0.00	0.00
B. SHELL	B10. Super Structure	0.00	0.00
	B20. Exterior Enclosures	0.00	0.00
	B30. Roofing	0.00	0.00
C. INTERIORS	C10. Interior Construction	0.00	0.00
	C20. Stairs	0.00	0.00
	C30. Interior Finishes	0.00	0.00
D. SERVICES	D10. Conveying	0.00	0.00
	D20. Plumbing	0.00	0.00
	D30. HVAC	0.00	0.00
	D40. Fire Protection	0.00	0.00
	D50. Electrical	503880.00	0.00
E. EQUIPMENT & FURNISHINGS	E10. Equipment	0.00	0.00
	E20. Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	0.00	0.00
	F20. Selective Building Demolition	0.00	0.00
	F30. Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	115000.00	0.00
	X20. Overhead & Profit	101255.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	0.00	0.00
Soft Cost		Cost	Ineligibles

G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00
	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	37500.00	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissioning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	69500.00	0.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	0.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	0.00	0.00
	T5010. State Permit Fees	0.00	263.64
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	5000.00	0.00

U. CONTINGENCIES	U1010. Owner Contingency	181601.36	0.00
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00
Save and ContinueSave and ExitSignoff and Submit			