



MEMORANDUM

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

**DATE:** March 28, 2017

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

**SUBJECT:** Notice of Committee Meetings – Thursday, March 30, 2017,  
5:30 p.m., Waterbury Arts Magnet School, Media Center  
Notice of Regular Meeting – Thursday, April 6, 2017, 6:30 p.m.,  
Waterbury Arts Magnet School, Atrium

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

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

1. Committee on Curriculum/15 minutes ~ Discussion: Talented and Gifted Program (no backup) [BFC: G2/04] – D. Schwartz, Nancy Eastlake.
2. Committee on Finance/5 minutes ~ Request approval of a Contract with B & W Paving and Landscaping, LLC to provide site improvements of parking lots and tennis courts at various schools [BFC: n/a] – R. Brenker, S. Sullivan.
3. Committee on Finance/5 minutes ~ Request approval of transfers in the 2016/2017 budget [BFC: n/a] – D. Biolo.
4. Committee on Finance/5 minutes~ Request approval of an Agreement with the CW Resources, Inc. for transition services for students with disabilities [BFC: n/a] – M. Baldwin, E. Skoronski.
5. Committee of the Whole/5 minutes~ Request approval of an Agreement with Sacred Heart University, Inc. – College of Health Professions, at no cost, for Speech Language Pathology externs [BFC: n/a] – M. Baldwin, E. Skoronski.
6. Committee on Curriculum/5 minutes~ Request approval of an Agreement with the following, at no cost, for transition services for students with disabilities: Abbott Terrace Health Center, Inc., Belle Academy of Cosmetology, LLC, Inc., Brass City Charter School, Inc., Children’s Community School, Inc., Loehmann-Blasius Chevrolet, Inc., Mt. Olive A.M.E. Zion Senior Citizens Center, Inc., and The Hispanic Coalition of Greater Waterbury [BFC: n/a] – M. Baldwin, E. Skoronski.
7. Committee on Curriculum/1 minute ~ Request permission be granted to Luanne Rosin-Capolupo, KHS, and four chaperones to take 50 students to New York, NY on April 21, 2017 to visit the United Nations [BFC: G2/01]
8. Committee on Curriculum/1 minute ~ Request permission be granted to Crystal Velez, KHS, and eight chaperones to take 90 students to Boston, MA on May 17, 2017 to visit the Museum of Science [BFC: G2/01]

9. Committee on Curriculum/1 minute ~ Request permission be granted to Marnie Valletta, WHS, and five chaperones to take 55 students to Lyndhurst, NJ on April 7, 2017 to visit Medieval Times [BFC: G2/01]
10. Committee on Curriculum/1 minute ~ Request permission be granted to Robert Haxhi, WHS, and four chaperones to take 50 students to Philadelphia, PA from May 21 through 24, 2017 to visit various sites [BFC: G2/01]
11. Committee on Curriculum/1 minute ~ Request permission be granted to Peter Flammia, WCA, and three chaperones to take 37 students to New York, NY on May 10, 2017 to visit various sites [BFC: G2/01]
12. Committee on School Facilities & Grounds/2 minutes ~ Use of school facilities by school organizations and/or City departments [BFC: n/a].
13. Committee on School Facilities & Grounds/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests [BFC: n/a].
14. Superintendent's Notification to the Board/5 minutes: [BFC: n/a]
  - a. Athletic resignations effective immediately:  
 Bandurski, Joseph Sr. – Baseball Coach, WMS.  
 Tansley, Stephen – Cross Country Coach, NEMS.
  - b. Athletic appointments effective immediately:  
 Brennan, David – Varsity Softball Coach, CHS.  
 Hagley, Katlyn – Cross Country Coach, KHS.  
 Stango, Michael – Strength & Conditioning Coach, KHS.  
 Swift, Pat – Golf Coach, WHS.  
 Thomas, Laura – Head Boys and Girls Outdoor Track Coach, WCA.
  - c. Edgenuity Program appointments, salary according to individuals contract, effective immediately:  
 Danaher, Kevin – Substitute, as needed, KHS.
  - d. Teacher new hires:

Name		Assignment		Step		Effective
Feliz	Ashley	NEMS	Soc. Studies	MA	1	12/09/16
Grella	Micaela	CHS	Italian	MA	2	12/19/16
Julian	Kate	Tinker	Special Ed	MA	4	04/17/17
Marcal	Nicolette	Tinker	Gr. 4	BA+15	1	01/12/17
Munoz	Angela	CHS	Science	MA	4	03/13/17
Quattro	Marissa	WSMS	Science	MA+15	1	12/27/16
Violette-White	Danielle	Tinker	Gr. 5	MA+15	1	11/22/16

- e. Teacher transfers:  
 Perillo, Amanda – from NEMS ELA to Walsh Library Media Specialist, effective 03/28/17.
- f. Academic achievements effective 03/01/17:

Name	From	To	Univ/College
Argenta, Taryn	MA+15/5	6 <sup>th</sup> yr/5	U of Bridgeport
Chapman, Melissa	BA/6	BA+15/6	Concordia U
Clark, Amy	BA+15/3	MA/3	American College of Education
Costa, John	BA/5	BA+15/5	U of Saint Joseph
D'Aniello, Kara	MA/6	6 <sup>th</sup> yr/6	U of Bridgeport & Loyola Marymount U
Desiderio, Jennifer	MA/6	MA+15/6	U of Bridgeport
Dudek, Caitlyn	BA+15/3	MA/3	CCSU
Dunn, Brittany	6 <sup>th</sup> yr/5	6 <sup>th</sup> +15/5	U of Bridgeport
Elsemore, Lisa	MA/7	MA+15/7	Walden U

Flaherty, George	MA/10	6 <sup>th</sup> yr/10	Walden U
Gaydosh, Kathy	6 <sup>th</sup> yr/6	6 <sup>th</sup> +15/6	U of Scranton
Gendron, Courtney	BA/1	BA+15/1	U of Saint Joseph
Germain, Benjamin	BA+15/3	MA/3	Southern New Hamp.
Griffiths, Mysti	BA+15/1	MA/1	Post U
Howard, Emily	BA/2	MA+15/2	SCSU
Howden, Kayla	BA+15/3	MA/3	SCSU
Jimenez, Irene	6 <sup>th</sup> yr/5	6 <sup>th</sup> +15/5	SCSU
Koval, Kristi	MA/11+(DH)	MA+15/11+(DH)	U of Bridgeport
Lestage, Sara	MA/4	MA+15/4	SUNY Albany
Loh, Pamela	BA/10	BA+15/10	U of Saint Joseph, U of Phoenix, & Worcester State U.
Lopez, Myra	BA+15/3	MA/step	Concordia U
Miller, Jamie	MA+15/8	6 <sup>th</sup> yr/8	U of Bridgeport
Page, Jennifer	BA+15/4	MA/4	Concordia U
Pasqua, Elizabeth	BA/5	BA+15/5	U of Bridgeport
Polaco, Elizabeth	BA+15/2	MA/2	Post U
Prisco, Teresa	6 <sup>th</sup> yr/1	6 <sup>th</sup> +15/1	Mercy College
Provoost, Jacqueline	MA+15/5	6 <sup>th</sup> yr/5	Univ. of NY & Andrews U
Romano, Lisa	MA+15/3	6 <sup>th</sup> yr/3	SCSU & U of Bridgeport
Russo, Stephanie	BA/2	MA/2	U of Bridgeport
Sanzone, Ashley	MA/3	MA+15/3	U of Saint Joseph
Shule-Sejdaras, Benjola	MA/3	MA+15/3	SCSU & CCSU
Slade, Chelsea	6 <sup>th</sup> yr/4	6 <sup>th</sup> +15/4	Augustana U
Stango, Melissa	BA/3	MA/3	Post U
Stasaitis, Maria	6TH+15/7	PhD/7	U of Bridgeport
Wiener, Matthew	MA/5	MA+15/5	U of New Haven

g. Resignations

Kacani, Eljon – History/Social Studies, WHS, effective 03/31/17.

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

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

**ADJOURNMENT**

ATTEST:   
Carrie A. Swain, Clerk  
Board of Education

# GIFTED AND TALENTED

MARCH 30, 2017

Waterbury Public Schools

# THE TEAM

- Dr. Kathleen M. Ouellette-Superintendent
- Darren Schwartz-Chief Academic Officer
- Melissa Baldwin-Interim Director of Special Education
- Michelle Baker-Instructional Leadership Director
- Donna Cullen-Principal at Maloney Magnet School
- Angela Razza-Principal at Regan School
- Jen Dwyer-Principal at Gilmartin School
- Talisha Foy-Supervising Vice Principal at Gilmartin School
- Jan Frenis-Supervisor of Mathematics K-12
- Dr. Nancy Eastlake-Consultant

# LAW

- The identification of gifted and talented children is required under Connecticut General Statutes (CGS) 10-76d (a) (1) which states *"...each local or regional board of education shall provide the professional services requisite to the identification of school-age children requiring special education, identify each such child within its jurisdiction, determine the eligibility of such children for special education pursuant to sections 10-76a to 10-76k inclusive, prescribe suitable educational programs for eligible children, maintain a record thereof and make such reports as the commissioner may require..."* **While identification of gifted and talented children is mandatory under state law, the provision of educational programming for this population is not required."**

# LAW (CONTINUED)

- The term "*children requiring special education*" is inclusive of any exceptional child who... ***has extraordinary learning ability*** or ***outstanding talent in the creative arts***, the development of which requires programs or services beyond those ordinarily provided in the regular school programs but which may be provided through special education as part of the public school program.

# LAW (CONTINUED)

- *"Gifted and talented"* refers to a child identified by the Planning and Placement Team (PPT) as (1) possessing demonstrated or potential abilities that give evidence of very superior intellectual, creative or specific academic capability and (2) needing differentiated instruction or services beyond those being provided in the regular school program in order to realize their intellectual, creative or specific academic potential. The term shall include children with extraordinary learning ability and children with outstanding talent in the creative arts as defined by these regulations.
- *"Extraordinary learning ability"* refers to a child identified by the Planning and Placement Team (PPT) as gifted and talented on the basis of either performance on relevant standardized measuring instruments, or demonstrated or potential achievement or intellectual creativity or both.
- *"Outstanding talent in the creative arts"* refers to a child identified by the Planning and Placement Team (PPT) as gifted and talented on the basis of demonstrated or potential achievement in music, the visual arts or the performing arts



# CONFRATUTE

July 10-15 at the University of Connecticut

Best practices in:

- Enrichment learning and teaching
- Differentiation
- Identification
- Strategies for high engagement and creativity
- Meeting the needs (academically/social and emotional) of gifted and talented students
- Using technology to personalize instruction

# THREE TIERED APPROACH (TRIAD MODEL)

- Renzulli Enrichment Triad- Confratute
- Type I- General Interest/Exploratory Activities-designed to provide students with a wide range of experiences, places in which to discover interests.
- Type II-Skill Development/Group training activities-designed to develop thinking and feeling skills. Creative and critical thinking, problem solving and communication skills.
- Type III- Individual and Small Group Investigation of Real Problems- application of knowledge and skill, investigators of real problems. Working toward presenting to a real audience.

# VISION

Gifted and talented students have the right to opportunities that support their pursuit of passions derived their intellectual, social and emotional needs.

# PAST IDENTIFICATION PROCESS/PROGRAMMING

- Students were identified in 3<sup>rd</sup> grade using the COGAT. Students were identified as the top 5% in the school based on the COGAT.
- Students were not tested again in subsequent years.
- 3 teachers are utilized throughout the elementary schools to pull students out, usually of tier 1 instruction, to be exposed to a curriculum.
- Middle and high school TAG/SOAR programs.

# CURRENT WORK-ACADEMIC IDENTIFICATION DRAFT

- Achievement: Top 5% nationally on the Smarter Balanced Assessment

-OR-

- Teacher recommendation followed up with portfolio review and Nagliari Assessment for aptitude. Student information will be reviewed by school teams and decisions will be made to determine students who will be referred.
- Parent Checklist will be completed
- Group PPT

# CURRENT WORK-PROGRAMMING

- A 3 year timeline for program development
  - Continue discussions with TAFT for summer programming for Summer of 2018
  - Utilize Schoolwide Enrichment Model for curriculum (Renzulli)
  - Gifted and Talented Process Handbook
- 
- Pilots are being conducted in different phases at Regan, Maloney and Gilmartin
  - Students with academic success will take the Nagliari
  - Teachers are piloting the nomination form

# NEXT STEPS-PROGRAMMING

- Identify qualified students (Spring 2017)
- Conduct the Group PPT (Spring 2017)
- 17-18 implement teacher recommendation and provide professional development
- Implement Systemic Pilot districtwide in 2017-2018 while critically evaluating program and return on investment
- Arts identification and programming
- Continue to explore scheduling solutions
- Clear and explicit communication to all families, teachers, administrators and Board of Education members
- Attend additional Professional Development for committee members

# QUESTIONS



# **WATERBURY PUBLIC SCHOOLS**

## *Gifted and Talented*

Grades 4 & 5

## **Table of Contents**

Section I — State Regulations

Section II — Identification Process

Section III — Forms

- Teacher Nomination Checklist (Form A)
- Teacher Nomination Form/Sections A-G (Form B)
- Renzulli/Hartmann Teacher Checklist of Behavioral Characteristics of Gifted (Form C)
- Special Area Teacher's Checklist (Form D)
- Parent Checklist (Form E)
- Sample Parent Letter

## Section I — State Regulations

The identification of gifted and talented children is required under Connecticut General Statutes (CGS) 10-76d (a) (1) which states *"...each local or regional board of education shall provide the professional services requisite to the identification of school-age children requiring special education, identify each such child within its jurisdiction, determine the eligibility of such children for special education pursuant to sections 10-76a to 10-76k inclusive, prescribe suitable educational programs for eligible children, maintain a record thereof and make such reports as the commissioner may require..."* **While identification of gifted and talented children is mandatory under state law, the provision of educational programming for this population is not required.**

The term *"children requiring special education"* is inclusive of any exceptional child who... has extraordinary learning ability or outstanding talent in the creative arts, the development of which requires programs or services beyond those ordinarily provided in the regular school programs but which may be provided through special education as part of the public school program.

The state regulations define the terms *"gifted and talented"*, *"extraordinary learning ability"*, and *"outstanding talent in the creative arts"* as follows:

*"Gifted and talented"* refers to a child identified by the Planning and Placement Team (PPT) as (1) possessing demonstrated or potential abilities that give evidence of very superior intellectual, creative or specific academic capability and (2) needing differentiated instruction or services beyond those being provided in the regular school program in order to realize their intellectual, creative or specific academic potential. The term shall include children with extraordinary learning ability and children with outstanding talent in the creative arts as defined by these regulations.

*Extraordinary learning ability* refers to a child identified by the Planning and Placement Team (PPT) as gifted and talented on the basis of either performance on relevant standardized measuring instruments, or demonstrated or potential achievement or intellectual creativity or both.

*"Outstanding talent in the creative arts"* refers to a child identified by the Planning and Placement Team (PPT) as gifted and talented on the basis of demonstrated or potential achievement in music, the visual arts or the performing arts.

In Waterbury, the purpose of gifted and talented identification is to determine areas of unusually high performance or potential and to support the development of these strengths to the maximum extent possible. Optimally, Waterbury classroom teachers implement curriculum designed to provide differentiated opportunities for all students inclusive of those who exhibit high performance or the potential to achieve at high levels in intellectual, creative, or artistic areas.

## Section II — Identification Process

In the fall and spring of each school year, students in Grades 4 and 5 in the Waterbury Public Schools who demonstrate "extraordinary learning ability" or "outstanding talent in the creative arts" may be considered for identification as a gifted and/or talented students via the following process:

### Academics

1. Students scoring in the top 5% nationally on state-mandated assessments in ELA or Math will be referred to the Planning and Placement Team (PPT) or Parent Orientation. rec program and will follow the process starting at 2(e).
2. Teachers may nominate students NOT in the upper 5th percentile based on a portfolio of student work and data. Teachers will need to complete the Waterbury Public Schools Talented and Gifted Nomination Packet.
  - a) Nominating teacher completes and submits a **Nomination Packet** and attaches/submits all required components to the designated building-level administrator, who will then forward the nomination to the Chief Academic Officer;
  - b) Completed nomination packets and the supporting documentation are collected and reviewed by a committee of certified staff with grade-level expertise in the area(s) under review in order to verify assessment data and consider supporting documentation. Students will take the Naglieri Non-Verbal Ability Test (NNAT). Individual assessment requires proper notice and informed consent as described in CGS 10-76d-8;
  - c) Members of the Nomination Committee review supporting documentation and determine a student's eligibility for the Gifted and Talented Program. If the district recommends further evaluations, certain procedural safeguards must be followed. Individual assessment requires proper notice and informed consent as described in CGS 10-76d-8;
  - d) Students being recommended for program participation will be referred to the Planning and Placement Team (PPT) or Parent Orientation. A PPT is a "group of certified and/or licensed professionals, who represent each of the teaching, administrative and pupil personnel staffs and who participate equally in the decision-making process. These shall be persons knowledgeable in the areas necessary: (RCSA Sec 10-76a-1);
  - e) Parents are notified of their child's referral to the Parent Orientation (PPT) for the purpose of considering their eligibility as a gifted or talented student and are provided with an opportunity to provide input via the completion of the **Parent Checklist**;
  - f) A Parent Orientation (group PPT), which is permitted only for the purpose of Gifted and/or Talented identification, is convened with parents and students who meet eligibility to discuss the program. Parents receive a follow-up letter informing them of the PPT's decision;
  - g) If, at any time during the evaluation process, the parents disagree with the decisions of the PPT, the parents have the right to challenge those decisions;
  - h) Students identified as Gifted and/or Talented are expected to maintain the same levels of performance that were exhibited upon initial identification. Should a student fail to maintain the levels of achievement, motivation and persistence expected of an identified Gifted and/or Talented student, the PPT reserves the right to re-evaluate the student's eligibility status.

*GIFTED AND TALENTED IDENTIFICATION WATERBURY PUBLIC SCHOOLS*

**TEACHER NOMINATION CHECKLIST** (Form A)

Student: \_\_\_\_\_ Grade: \_\_\_\_\_

Teacher: \_\_\_\_\_ School: \_\_\_\_\_

**Completed  
(Please Check)**

**Item**

- 
- ☐ Demographic Information
  - ☐ Learning Characteristics
  - ☐ Motivational Characteristics
  - ☐ Creativity Characteristics
  - ☐ Academic Performance
  - ☐ Report Card Attached
  - ☐ Testing Information
  - ☐ State Test Scores (Attached)
  - ☐ Writing Sample (Attached)
  - ☐ Student Interests
  - ☐ Teacher Comments
  - ☐ Input from Specialists (Attached)
  - ☐ Artistically Talented Criteria (If applicable)
  - ☐ Information on Portfolio Submission and Audition (If applicable)
  - ☐ Parent Checklist
  - ☐ Other

All criteria must be completed prior to the nomination meeting. Please return the completed Nomination Form and supporting documentation to the Principal or Assistant Principal. Thank you for the time and thought you have put into completing this student information packet.

## TEACHER NOMINATION FORM (Form B)

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_  
Sex: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Student Identification Number: \_\_\_\_\_

Ethnic Group: ☐ American Indian/Alaska Native ☐ Asian  
☐ Black/African American ☐ Hawaiian/Other Pacific Islander  
☐ White ☐ Hispanic/Latino

Parent/Guardian Name: \_\_\_\_\_ Home Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Home Language: \_\_\_\_\_

Nominating Teacher's Name: \_\_\_\_\_ Position: \_\_\_\_\_

### Directions:

- Please complete only the parts of this form that are applicable for the student being nominated.
- Please complete the *Renzulli/Hartman Teacher Checklist of Behavioral Characteristics of Gifted (Form C)*
- Please check area(s) in which the student is being nominated:

### ACADEMICALLY GIFTED:

☐ Language Arts ☐ Mathematics ☐ Writing ☐ Social Studies ☐ Science  
☐ Technology ☐ World Language

### ARTISTICALLY TALENTED: (May require an audition and/or portfolio evidence to support nomination)

☐ Visual/Graphic Arts ☐ Drama ☐ Music (Choral or Instrumental)  
☐ Bodily Kinesthetic (Athletics, Movement or Dance)

## **SECTION A: OBSERVATIONAL CHARACTERISTICS**

Renzulli/Hartman Teacher Checklist of Behavioral Characteristics of Gifted (Form C)

### Scores

Learning Characteristics \_\_\_\_\_  
Motivation Characteristics \_\_\_\_\_  
Creativity Characteristics \_\_\_\_\_  
Leadership Characteristics \_\_\_\_\_

## **SECTION B: ACADEMIC PERFORMANCE**

Provide current grades and attach copies of previous school years report cards.

Please identify any curricular areas where this student has performed at exceptionally high levels and for which he/she may benefit from differentiated instruction, enrichment, or curriculum compacting opportunities (if available).

## SECTION C: TESTING INFORMATION

Provide scores/levels for current and previous school years and attach copies of most recent test scores from state testing program, if available.

Grade: \_\_\_\_\_ Grade: \_\_\_\_\_

DORF / TRC \_\_\_\_\_

i-Ready  

Smarter Balanced \_\_\_\_\_

## SECTION D: WRITING SAMPLE

Please attach a current writing sample.

## SECTION E: STUDENT INTERESTS

Please indicate any topics of interest or areas of expertise that this student exhibits:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Language Arts   | <input type="checkbox"/> Writing        | <input type="checkbox"/> Mathematics    |
| <input type="checkbox"/> Science         | <input type="checkbox"/> Social Studies | <input type="checkbox"/> World Language |
| <input type="checkbox"/> Fine Arts       | <input type="checkbox"/> Music          | <input type="checkbox"/> Drama          |
| <input type="checkbox"/> Performing Arts | <input type="checkbox"/> Technology     | <input type="checkbox"/> Psychomotor    |

Other \_\_\_\_\_

**SECTION F: TEACHER COMMENTS**

Please explain in detail why this student is being recommended for identification as a Gifted and/or Talented student.

\_\_\_\_\_

**SECTION G: INPUT FROM SPECIAL AREA TEACHERS** (Please check those surveyed and include a completed checklist form from each):

<u>Area</u>	<u>Surveyed</u>
-------------	-----------------

Art	<input type="checkbox"/>
-----	--------------------------

PE	<input type="checkbox"/>
----	--------------------------

Library/Media Specialist	<input type="checkbox"/>
--------------------------	--------------------------

World Language	<input type="checkbox"/>
----------------	--------------------------

Music/Instrumental	<input type="checkbox"/>
--------------------	--------------------------

Technology	<input type="checkbox"/>
------------	--------------------------



**RENZULLI/HARTMAN TEACHER CHECKLIST OF BEHAVIORAL CHARACTERISTICS OF  
GIFTED (Form C)**

Student's Name: \_\_\_\_\_ Date: \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_ Age: \_\_\_\_\_

Teacher Completing Form: \_\_\_\_\_

The items listed on these pages represent those characteristics most frequently noted in children who possess outstanding talents or academic abilities. Please read each item and rate the student on a scale of one to four as follows:

1. I have never observed this characteristic.
2. I have observed this characteristic occasionally,
3. I have observed this characteristic to a considerable degree.
4. I have observed this characteristic almost all of the time.

Please total the scores on each part and record on the form below before returning to your building administrator:

	SCORE		SCORE
Learning Characteristics	_____	Creativity Characteristics	_____
Motivational Characteristics	_____	Leadership Characteristics	_____

**PART I:     *Learning Characteristics***

- \_\_\_\_\_ 1. Has unusually advanced vocabulary for age or grade level; uses terms in a meaningful way; has verbal behavior characterized by "richness" of expression, elaboration, and fluency
- \_\_\_\_\_ 2. Possesses a large storehouse of information about a variety of topics (beyond the usual interests of youngsters his age)
- \_\_\_\_\_ 3. Has quick mastery and recall of factual information
- \_\_\_\_\_ 4. Has rapid insight into cause-effect relationships; tries to discover the how and why of things; asks many provocative questions (as distinct from informational or factual questions); wants to know what make things, or people, "tick"
- \_\_\_\_\_ 5. Has a ready grasp of underlying principles and can quickly make valid generalizations about events, people, or things; looks for similarities and differences in events, people, and things

- \_\_\_\_\_ 6. Is a keen and alert observer; usually "sees more" or "gets more" out of a story, film, etc. than others
- \_\_\_\_\_ 7. Reads a great deal on his/her own; usually prefers adult level books; does not avoid difficult material; may show a preference for biography, autobiography, encyclopedias, atlases, etc.
- \_\_\_\_\_ 8. Tries to understand complicated material by separating it into its respective parts; reasons things out for himself/herself; sees logical and common sense answers

**PART I TOTAL:** (*add #1 - 8*) \_\_\_\_\_

**PART II:**     *Motivational Characteristics*

- \_\_\_\_\_ 1. Becomes absorbed and truly involved in certain topics or problems; is persistent in seeking task completion (It is sometimes difficult to get him/her to move on to other topic.)
- \_\_\_\_\_ 2. Is easily bored with routine tasks
- \_\_\_\_\_ 3. Needs little external motivation to follow through in work that initially excites him/her
- \_\_\_\_\_ 4. Strives toward perfection; is self-critical; is not easily satisfied with his/her own speed or products
- \_\_\_\_\_ 5. Prefers to work independently; requires little direction from the teacher
- \_\_\_\_\_ 6. Is interested in many "adult" problems such as religion, politics, sex, race —more than usual for age level
- \_\_\_\_\_ 7. Is often self-assertive (sometimes even aggressive); stubborn in his/her beliefs
- \_\_\_\_\_ 8. Likes to organize and bring structure to things, people, and situations
- \_\_\_\_\_ 9. Is quite concerned with right and wrong or good and bad; often evaluates and passes judgment on events, people and things

**PART II TOTAL:** (*add #1 - 9*) \_\_\_\_\_

**PART III:**     *Creativity Characteristics*

- \_\_\_\_\_ 1. Displays a great deal of curiosity about many things; is constantly asking questions about anything and everything
- \_\_\_\_\_ 2. Generates a large number of ideas or solutions to problems and questions; often offers unusual (or "way out"), unique, clever responses
- \_\_\_\_\_ 3. Is uninhibited in expressions of opinion; is sometimes radical and spirited in disagreement; is tenacious
- \_\_\_\_\_ 4. Is a high risk taker; is adventurous and speculative by nature

- \_\_\_\_\_ 5. Displays a good deal of intellectual playfulness; fantasizes; imagines (wonders what would happen if...); manipulates ideas (changes, elaborates upon them); is often concerned with adapting, improving and modifying institutions, objects, and systems
- \_\_\_\_\_ 6. Displays a keen sense of humor and sees humor in situations that may not appear to be humorous to others
- \_\_\_\_\_ 7. Is usually aware of his impulses and more open to the irrational nature in himself/ herself (freer expression of feminine interest for boys, greater than usual amount of independence for girls); shows emotional sensitivity
- \_\_\_\_\_ 8. Is sensitive to beauty; attends to aesthetic characteristics of things
- \_\_\_\_\_ 9. Is nonconformist; accepts disorder; is not interested in details; is individualistic; does not fear being different
- \_\_\_\_\_ 10. Criticizes constructively; is unwilling to accept authoritarian pronouncements without critical examination

**PART III TOTAL:** (add #1 – 10) \_\_\_\_\_

**PART IV:   *Leadership Characteristics***

- \_\_\_\_\_ 1. Demonstrates responsible behavior, can be counted on to follow through on activities/projects
- \_\_\_\_\_ 2. Shows a tendency to be respected by classmates
- \_\_\_\_\_ 3. Has the ability to articulate ideas and communicate well with others
- \_\_\_\_\_ 4. Displays self-confidence when interacting with age peers
- \_\_\_\_\_ 5. Demonstrates the ability to organize and bring structure to things, people, and situations
- \_\_\_\_\_ 6. Utilizes cooperative behavior when working with others
- \_\_\_\_\_ 7. Has a tendency to direct an activity when he or she is involved with others

**PART IV TOTAL:** (add #1 – 7) \_\_\_\_\_

Note: This instrument is an adapted form of the Renzulli's *Scales for Rating the Behavioral Characteristics of Superior Students*, 2013, Prufrock Press Inc.

**SPECIAL AREA TEACHER'S CHECKLIST (Form D)**

Special Area Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Specialist's Area: ☐ Art      ☐ Music/Instrumental      ☐ PE/Health      ☐ Technology  
☐ Library/Media      ☐ World Language      Other: \_\_\_\_\_

If you feel that you have information to be shared in support of the student's nomination for identification as a Gifted and/or Talented student, please complete this form and return it to the nominating teacher. Thank you for your time and thoughtful consideration of the student.

Student Name: \_\_\_\_\_  
School: \_\_\_\_\_ Grade: \_\_\_\_\_

Please share with us your thoughts by checking the box under the description.

The student demonstrates ...	Never	Rarely	Occasionally	Frequently	Always	N/A
Responsibility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Curiosity	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Excitement about learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ability to be exceptionally focused in area of interest	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ability to perceive fine differences in attributes of topic area	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sensitivity to others	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Advanced vocabulary for age/grade level	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Risk-taking, adventurous spirit	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please describe how this student shows/demonstrates exceptional talent in your discipline:

--

**PARENT CHECKLIST (Form E)**

Student Name: \_\_\_\_\_  
Parent/Guardian Name(s): \_\_\_\_\_  
Student's age and date of birth: \_\_\_\_\_  
Student's current school: \_\_\_\_\_  
Student's current grade: \_\_\_\_\_  
Today's Date: \_\_\_\_\_

Directions: Please read each prompt and put a check mark in the most appropriate box. *If you give your child a check in either of the two columns marked with the \*, please provide a specific example of this behavior in the "Examples from your child's life" section.* Please return this completed form to your child's teacher.

	<b>Seldom/ Never</b>	<b>Sometimes</b>	<b>Frequently*</b>	<b>Almost* Always</b>
1. My child is very observant, noticing small details and differences.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. My child is aware of problems that his/her other age peers may not see.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. My child suggests imaginative ways of doing things, even if his/her solutions aren't always practical.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. My child sets high personal goals and at times is critical of anything less.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. My child is a "doer" and is committed to finishing what he/she starts, even when faced with temporary defeats or slow results.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. My child will give considerable time and attention to activities of his/her own choosing.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. My child is a self-starter who works well alone, needing few directions and little supervision.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

- |  |                       |                       |                       |                       |
|--|-----------------------|-----------------------|-----------------------|-----------------------|
| 8. My child is able to identify his/her own strengths and weaknesses in his/her own work.                | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 9. My child is able to relate past experiences and knowledge to new situations.                          | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 10. My child has a large vocabulary and uses it appropriately.   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 11. My child communicates well, clearly and effectively expressing ideas.                                | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 12. My child has an active imagination.  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 13. My child asks many questions concerning a variety of subjects.                                       | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 14. My child spends time organizing items (examples: collections, books, pictures, personal belongings). | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 15. My child's peers seek him/her out for information, advice, or entertainment.                         | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

\*Examples from your child's life

---



---



---



---



---

Note: This instrument is a synthesis of Renzulli's *Equity, Excellence, and Economy in a System for Identifying Students in Gifted Education* and Newtown Public School's *Parent Data Collection* and *Parent Input* sheets.

**CONSTRUCTION CONTRACT**  
**for**  
**Waterbury Public Schools Site Improvements**  
**between**  
**City of Waterbury**  
**and**  
**B&W Paving & Landscaping, LLC**

**THIS CONTRACT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and B&W Paving & Landscaping, LLC, located at 70 Foster Road, Waterford, Connecticut 06385, a State of Connecticut duly registered domestic corporation (the "Contractor").

**WHEREAS**, the Contractor submitted a bid to the City in response to **Invitation to Bid ("ITB") Number 5730** for Waterbury Public Schools Site Improvements at Crosby High School/ Wallace Middle School, Wilby High School/ North End Middle School and Chase Elementary School ; and,

**WHEREAS**, the City accepted the Contractor's bid for **ITB Number 5730**; and

**WHEREAS**, the City desires to obtain the Contractor's services for Waterbury Public Schools Site Improvements at Crosby High School/ Wallace Middle School, Wilby High School/ North End Middle School and Chase Elementary School pursuant to the terms set forth in this Contract (the "Project").

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

**1. Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

**1.1.** The Project consists of the demolition and installation of tennis courts, milling, paving and stripping existing drives/parking lots and sidewalk repairs as more particularly detailed and described in the Bid Documents set forth in **Attachment A** which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1. City of Waterbury Invitation to Bid Number 5730, consisting of 189 pages (Excluding Sample City of Waterbury contract and Contract Compliance Packet) (Attached hereto)
2. Project plans, specifications, drawings, supplemental conditions, consisting of Drawings prepared by Architect Friar Associates Inc., entitled Wilby High School & North End Middle School dated 12-30-16 , issued for bid 2-27-17 (S1.0-S4.1); Crosby High School & Wallace Middle School Parking Lot & Tennis Court 12.30-16-Issued for Bid2-27-17(S1.0-S4.1 and /H.S. Chase Elementary School Parking Lot Improvements 12-30-16 For Bid 2-27.17(S1.1-S4.1) consisting of 22 pages. (Attached hereto.)
3. Contractor's Response/Bid Form to City of Waterbury Invitation to Bid Number 5730, dated, March 20, 2017, consisting of 23 pages.(Attached hereto)
4. Addendum No. 1 to City of Waterbury Invitation to Bid Number 5730, dated March 13, 2017, consisting of 13 pages (Attached hereto)
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
6. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
7. Performance Bond and Payment Bond (incorporated by reference)
8. Certificates of Insurance (incorporated by reference)
9. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
10. All permits and licenses (incorporated by reference)

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

1. Contract Amendment(s) and Change Orders
2. Contract
3. Contractor's Response/Bid Form
4. Federal, State, and local laws, regulations, charter and ordinances
5. Technical Specifications
6. Drawings

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



**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

**3. Responsibilities of the Contractor.** The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

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

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

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

**3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

**3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

**3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **ITB Number 5730** (collectively "Bid Documents");

**3.1.7.** it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

**3.1.8.** it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

**3.1.9** it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

**3.1.10** The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

**3.2. Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct,

or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.3. Storage.** In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

**3.4. Working Hours.** All work hours are to be coordinated with the Owners/City's Representative. The Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract. This provision shall not excuse the Contractor from timely performance under the Contract.

3.4.1 Tennis Courts: work shall be performed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. and 6:00 p.m. on Saturday, Sunday and legal holidays. Additional work times may be coordinated with the City's Representative.

3.4.2 Milling and Paving: All milling and paving operations shall take place on weekends and holidays. Work to be performed between the hours of 9:00 a.m. and 6:00 p.m. on Saturday, Sunday and legal holidays. Additional work times may be coordinated with the City's Representative.

3.4.3 Concrete Repair: work may be performed between the hours of 2:30 and 10:30 p.m. Monday through Friday and 9:00 a.m. and 6:00 p.m. on Saturday, Sunday and legal holidays. Additional work times may be coordinated with the City's Representative.

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

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

**3.7. Standard of Performance.** All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

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

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

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

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

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

**3.12. Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with

manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

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

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

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

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

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

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **fifty-three (53 consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **sixty (60) consecutive calendar days** of the City's written Notice to Proceed, but in no way shall the time for Final Completion be after **June 30, 2017**. ("Contract Time").

**5.1. Time is and shall be of the essence** for all Project Milestones, Substantial Completion Date and the Final Completion Date for the Project. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at

such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Project.

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

5.3. The Contractor shall pay to the City the sum of **Three Thousand Dollars (\$3000.00) per calendar day** for each and every calendar day for which the Contractor has failed to complete the work beyond the time for Substantial Completion and/or Final Completion as set forth in this Paragraph 5. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

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

6.1. **Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **One Million One Hundred Forty-Six Thousand Five Hundred Twenty-One Dollars and Thirty Cents (\$1,146,521.30)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A's** "Contractor's Bid, dated March 20, 2017.", as further summarized below:

- i. Seven Hundred Seventy Thousand Three  
Hundred Eighty-Three Dollars (i.e., base bid payment) .....**\$770,383.00**
- ii. Two Hundred Ninety-Nine Thousand One Hundred  
Dollars (ie. Unit Price Bid Quantities for Additional  
Work) as set forth on **Attachment B**..... **\$299,100.00**
- iii. Seventy-Seven Thousand Thirty-Eight Dollars  
and Thirty Cents. (ie. contingencies\*, if any)..... **\$ 77,038.30**

6.1.1 **Contingency.** The Contingency in the amount of Seventy -Seven Thousand Thirty-eight Dollars and Thirty Cents (\$77,038.30) shall be utilized at the sole discretion of the City for additional work and services not set forth in this contract. The basis for allowance of the contingency shall be, but not limited to, the Unit Prices as set forth in the Bid Response , when applicable, as submitted by the Contractor as set forth in **Attachment A**.

**6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage Five (5%) percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

**6.3. Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

**6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

**6.3.2** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

**6.4. Bid Costs.** All costs of the Contractor in preparing its bid for **ITB Number 5730** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

**6.5. Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

**6.6. Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the

City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

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

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

**6.9.1** submit Applications for Payment in accordance with the following:

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

**6.9.2** Progress and Final Payments

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



95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

**7. Warranty of the Contractor.** The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) 15 calendar** days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

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

**8. Passing of Title and Risk of Loss.**

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

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

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

**9. Indemnification.**

**9.1.** The Contractor shall indemnify, defend, and hold harmless the City, the City's agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services, provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or

death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting therefrom, and (ii) are caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**9.2.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

**9.3.** In any and all claims against the City or any of its boards, agents, employees or officers by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraphs 9.1 and 9.2, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**9.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**9.5. Royalties and Patents.** The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

**11. Contractor's Insurance.**

**11.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance

has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

**11.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

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

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

**11.4.2 Automobile Liability Insurance:** \$1,000,000.00 combined single limit  
(CSL) Any Auto, all Owned and Hired Autos

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

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

EL Each Accident \$500,000.00

EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

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

**11.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

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

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

**11.7. Certificates of Insurance:** The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education, their public officials, employees, and any other person acting under, through or for them are listed as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and The Board of Education is listed as Additional Insureds on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation."** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**12. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant

times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

**12.2. Labor and Wages-Federal and State.** The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

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

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

**12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

**12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.**

**12.4.1 Definitions –** For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm

or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

**12.4.3** The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

**12.4.4** Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set-Aside requirements:

- i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
- ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

**12.4.5** Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

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

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

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

**13.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

**13.3. Affirmative Action.**

**13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;



(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

**13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

#### **14. Good Jobs Ordinance**

##### **14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.**

**14.1.1** The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

**14.1.2** Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

**14.1.3** This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

**14.1.4 Definitions.** For purposes of this paragraph:

- i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

- vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

**14.1.5 Hiring Goals.** If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

- i. at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and
- vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
- vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

**14.1.6 Good Faith Efforts.** The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

**14.1.7 Action Plan and Pre-Construction Meeting.** Not later than fourteen

(14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

**14.1.8 Other Contractor Obligations.** In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

## **14.2 Liquidated Damages Applicable To Section 14.1**

**14.2.1** If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through

Friday), the City shall:

- i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.
- ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

**14.2.2** If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

**14.2.3** The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

**14.2.4** No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

**14.2.5** The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

**14.2.6** Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

**15. Housing and Urban Development Section 3 Clause.** In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

**15.1.** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income

persons, particularly persons who are recipients of HUD assistance for housing.

**15.2.** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

**15.3.** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

**15.4.** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

**15.5.** The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

**15.6.** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**15.7.** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **16. Termination.**

**16.1. Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

**16.2. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**16.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

**16.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**16.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

**16.4. Rights Upon Termination.**

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

**16.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the



City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

**16.4.3 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

**16.4.4 Delivery of Documents.** In the event of termination, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**17. Force Majeure.** Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

**17.1.** Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

**17.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

**18. Subcontracting.** The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

**18.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it

is for the acts and omissions of persons directly employed by the Contractor.

**18.2.** The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

**18.3.** The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

**19. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**20. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**21. Interest of City Officials.** No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

**22. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

**24. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**25. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**26. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**27. Changes in the Project: Change Orders.**

**27.1. Requests for Change Orders.** The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

**27.2. Procedures.**

**27.2.1 The Contractor's Response to a Change Request.**

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed

price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

**27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

**27.2.3 City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

**27.3. City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

**27.4. Change Orders Governed by the Provisions of this Contract.** All work performed under a Change Order is governed by the provisions of this Contract.

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **ITB Number 5730** and (ii) the Contractor's Bid response to **ITB Number 5730**, dated March 20, 2017. Said historical documents are attached hereto as part of **Attachment A**.

**28.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**28.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**30. Binding Contract.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

**31. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**32. Governing Laws.** This Contract, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

**33. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: B&W Paving& Landscaping, LLC  
70 Foster Road  
Waterford, CT 06385  
Attention: James Wray, Member

City: City of Waterbury, Department of Education  
c/o Mr. Robert Brenker, Interim Chief Operating Officer  
and Chief of Staff  
Chase Municipal Building  
235 Grand Street  
Waterbury, CT 06702

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

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

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

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

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

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

**34.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered

from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**34.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

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

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

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

**34.10** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Rev.1/1/14". For Chapter 38, click on "TITLE III:

ADMINISTRATION”, then click on “CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM”. For Chapter 39, click on “TITLE III: ADMINISTRATION”, then click on “CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST”].

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

**34.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**34.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

**34.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**34.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

**35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

**35.2 Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.



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

- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: City of Waterbury Education Department

[Signature page follows.]

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

**WITNESSES:**

**CITY OF WATERBURY**

\_\_\_\_\_

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

\_\_\_\_\_

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

**WITNESSES:**

**B&W PAVING & LANDSCAPING, LLC**

\_\_\_\_\_

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

Its \_\_\_\_\_

\_\_\_\_\_

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

**ATTACHMENT A**

1. City of Waterbury Invitation to Bid Number 5730, consisting of 189 pages (Excluding Sample City of Waterbury contract and Contract Compliance Packet) (Attached hereto)
2. Project plans, specifications, drawings, supplemental conditions, consisting of Drawings prepared by Architect Friar Associates Inc., entitled Wilby High School & North End Middle School dated 12-30-16 , issued for bid 2-27-17 (S1.0-S4.1); Crosby High School & Wallace Middle School Parking Lot & Tennis Court 12.30-16-Issued for Bid2-27-17(S1.0-S4.1 and /H.S. Chase Elementary School Parking Lot Improvements 12-30-16 For Bid 2-27.17(S1.1-S4.1) consisting of 22 pages. (Attached hereto.)
3. Contractor's Response/Bid Form to City of Waterbury Invitation to Bid Number 5730, dated, March 20, 2017, consisting of 23 pages.(Attached hereto)
4. Addendum No. 1 to City of Waterbury Invitation to Bid Number 5730, dated March 13, 2017, consisting of 13 pages (Attached hereto)
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
6. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
7. Performance Bond and Payment Bond (incorporated by reference)
8. Certificates of Insurance (incorporated by reference)
9. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
10. All permits and licenses (incorporated by reference)

Construction Contract for Waterbury Public Schools Site Improvements between  
City of Waterbury and B&W Paving & Landscaping, LLC

**ATTACHMENT A -1**

City of Waterbury Invitation to Bid Number 5730, consisting of 189 pages  
(Excluding Sample City of Waterbury contract and Contract Compliance Packet)

**Waterbury Public Schools**  
**Site Improvements**

Crosby HS / Wallace MS – 300 Pierpont Road  
Wilby HS/ North End MS – 568 Bucks Hill Road  
Chase Elementary School – 40 Woodtick Road

Waterbury, Connecticut

**Project Specifications**  
December 30, 2016

**Issued For Bid February 27, 2017**

ITB #5730

**Architect**  
Friar Associates inc.  
281 Farmington Ave.  
Farmington, CT 06032

**THE CITY OF WATERBURY**

**CROSBY/WILBY/CHASE – PARKING LOT & TENNIS COURT IMPROVEMENTS**

**ITB #5730**

**INVITATION TO BID**

Sealed Bids for **CROSBY/WILBY/CHASE – PARKING LOT & TENNIS COURT IMPROVEMENTS** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **11:00 a.m. on March 20, 2017** and at that time and place will be publicly opened and read aloud. No bids will be received after **11:00 a.m.** on the day the bids are to be opened.

The Work consist(s) of: Demolition and installation of tennis courts, milling & paving & stripping existing drives/parking lots, sidewalk repairs.

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title **“CROSBY/WILBY/CHASE – PARKING LOT & TENNIS COURT IMPROVEMENTS”** and shall contain the name and address of the Bidder on the envelope.

Each Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of **ten (10) percent** of the Total Bid Price.

The Bidder to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

**Complete instructions for filing Bids are included in the Instructions to Bidders.**

After review of the factors set forth in the Instructions to Bidders, the City reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

**A mandatory pre-bid conference will be held at all 3 locations, starting at Wilby High School, 568 Bucks Hill Road , Waterbury, CT 06704 at 2:30 p.m. on March 8, 2017. The pre-bid conference move from Wilby HS to Chase ES, 40 Woodtick Rd, Waterbury, CT 06705 and will end at Crosby High School, 300 Pierpont Rd, Waterbury, CT 06705. Attendance at the pre-bid conference by a representative of each Bidder is mandatory.**

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

**State funding for this contract is anticipated to be 100%.**

Contact Rocco Orso, Director of Purchasing, at 203-574-6748 for further information.

**END OF SECTION**

**THE CITY OF WATERBURY**  
**CROSBY/WILBY/CHASE – PARKING LOT & TENNIS COURT IMPROVEMENTS**

**ITB #5730**

**TABLE OF CONTENTS**

**SECTION 00100 - INSTRUCTIONS TO BIDDERS**

**SECTION 00300 – ADDENDUM ACKNOWLEDGEMENT**

**SECTION 00400 – BID FORM**

**ATTACHMENT A - CONTRACT COMPLIANCE PACKET**

**ATTACHMENT B - SAMPLE AGREEMENT**

**ATTACHMENT C – SPECIAL PROCEDURES**

**ATTACHMENT D - PREVAILING WAGE RATES**

**ATTACHMENT E - GOOD JOBS ORDINANCE**

**SECTION 00500 – TECHNICAL SPECIFICATIONS**



Division	Section Title	Pages
----------	---------------	-------

### **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS, BID PACKAGES**

	Invitation to Bid	1
	Division 00 Table of Contents	1
00100	Instructions to Bidders	7
00300	Addendum Acknowledgement Form	1
00400	Bid Form	5
	Attachment A – Contract Compliance Packet	21
	Attachment B – Sample Contract	36
	Attachment C – Special Procedures	9
	Attachment D – Wage Rates	32
	Attachment E – Good Jobs Ordinance	11

### **DIVISION 01 – GENERAL REQUIREMENTS**

011000	Summary	4
012300	Alternates	2
012600	Contract Modification Procedures	3
012900	Payment Procedures	5
013100	Project Management and Coordination	8
013300	Submittal Procedures	9
014000	Quality Requirements	9
014200	References	2
015000	Temporary Facilities and Controls	4
016000	Product Requirements	4
017300	Execution	6
017419	Construction Waste Management and Disposal	3
017700	Closeout Procedures	4
017839	Project Record Documents	4

### **DIVISION 31 – EARTHWORK**

312000	Earth Moving	8
312319	Dewatering	2

### **DIVISION 32 – EXTERIOR IMPROVEMENTS**

321216	Asphalt Paving	7
321313	Concrete Paving	8
321723	Pavement Markings	3
321823	Combination Surface System for New Hot Asphalt Tennis Courts	3
323113	Chain Link Fences and Gates	6
323113	Chain Link Fences and Gates	6

**DIVISION 33 – EARTHWORK**

334000 Storm Drainage Utilities

8

**THE CITY OF WATERBURY**  
**CROSBY/WILBY/CHASE – PARKING LOT & TENNIS COURT IMPROVEMENTS**

**SECTION 00100**

**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1. QUALIFICATIONS OF BIDDERS**

- 1.1 In evaluating Bids, the City of Waterbury (“the CITY”) will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

**ARTICLE 2. COPIES OF BID DOCUMENTS**

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the CITY nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 The CITY and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

**ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE**

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

**ARTICLE 4. INTERPRETATIONS**

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website **by March 10, 2017, 2 p.m.**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **March 14, 2017, 2 p.m.**
- Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

**ARTICLE 5. PRE-BID CONFERENCE**

- 5.1 **A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bid to discuss the requirements of the Bid Documents. Attendance at the pre-bid conference is mandatory by a representative of each perspective Bidder.**

#### ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the CITY. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original, one (1) paper copy, as well as a copy of the original Bid in pdf format on a CD or flash drive, Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

#### ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents. **Bids will not be received or accepted by the CITY from perspective Bidders who did not attend a mandatory pre-bid conference.**
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. The CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

#### ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the CITY for the opening of Bids.

- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or authorized postponement thereof by the CITY) for the opening of Bids.
- 8.3 **Any Bid received after the time and date specified as the time for the CITY's opening of Bids shall not be considered. Once bids are opened by the CITY, no Bidder may withdraw its Bid for a period of ninety (90) days, excluding Saturdays, Sundays and legal holidays, after the actual date of the CITY's opening of the Bids.**

#### ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY's best interest to do so. The CITY reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The CITY reserves the right to reject the Bid of any Bidder that the CITY considers not to possess the qualities set forth in Article 11.1 herein.
- 9.5 **PRE-CONTRACT AWARD REQUIREMENTS:** After submitting a bid proposal, and prior to award of a contract, the selected Contractor(s) will be required to attend a pre-construction/scope review meeting. At this meeting, the scope of work and requirements of the documents will be reviewed to confirm the lowest, qualified, responsible bidder. When advised by the Owner and prior to the award of a contract, each trade contractor shall submit to the Owner a list of the proposed subcontractors which the trade contractor intends on using for the project.

#### ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, the CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder (hereinafter "Contractor"), multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days, excluding Saturdays, Sundays and legal holidays,

thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the CITY. Thereafter, upon all required reviews, approvals, and the CITY's signature, the CITY will deliver one fully signed copy of the contract to Contractor. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the Contractor, and the CITY delivers to the Contractor the CITY's written notice to proceed.

#### ARTICLE 11. ACCESS TO SITE

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

#### ARTICLE 12. SALES TAX

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

#### ARTICLE 13. INSURANCE

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

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

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

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

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

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

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

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

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

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

**13.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

**13.4.5 Builder's Risk Insurance: Not Applicable -**

**13.4.6 Contractors Pollution Liability Insurance: Not Applicable –**

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

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

**13.7. Certificates of Insurance:** The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education, their public officials, employees, and any other person acting under, through or for them are listed as an as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement

verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation."** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

#### ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

- 14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY's written notice to proceed, which shall occur after contract execution by both parties.

#### ARTICLE 15. BID DOCUMENTS.

- 15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

#### ARTICLE 16. Federal, State and Local Employment Requirements.

- 16.1 Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis-Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".
- 16.2 The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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



For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

**END OF SECTION**

THE CITY OF WATERBURY

CROSBY/WILBY/CHASE – PARKING LOT & TENNIS COURT IMPROVEMENTS

ITB #5730

SECTION 00300

**ADDENDUM ACKNOWLEDGEMENT FORM**

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

---

**Business Name of Bidder:** \_\_\_\_\_  
(Print or Type)

**By Bidder's Authorized Representative:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

**END OF SECTION**

**THE CITY OF WATERBURY**  
**CROSBY/WILBY/CHASE – PARKING LOT & TENNIS COURT IMPROVEMENTS**  
**SECTION 00400**

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

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

\_\_\_\_\_  
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

**[Bid Items set out on following page]**

### BID ITEMS

BID ITEM	AMOUNT BID IN WORDS	AMOUNT BID IN NUMBERS
1.0	Crosby High School / Wallace MS _____ _____ Lump Sum	\$ _____ .00
2.0	Wilby High School / North End MS _____ _____ Lump Sum	\$ _____ .00
3.0	Chase School _____ _____ Lump Sum	\$ _____ .00
4.0	Allowance for Changes; 10% of Bid Items 1.0 - 3.0 _____ _____ ALLOWANCE	\$ _____ .00
<b><u>TOTAL BID PRICE ITEMS 1.0 – 4.0 (in words)</u></b> _____ _____ _____		\$ _____ .00

### **MANDATORY ALTERNATES**

The Undersigned further proposes and agrees that should the following alternate or alternates be accepted and included in this Contract, the amount of base bid, as heretofore stated, shall be increased by stated alternate amount. All materials and workmanship shall be in strict accordance with original specifications and drawings.

The Contract requirements shall be an integral part of the alternates. The base bid shall include all work shown on the drawings and specifications irrespective of any items included in the alternative. The alternate is subject to acceptance or rejection by the Owner without affecting the price of the base bid. Contractors shall perform all work required to complete execution of the accepted alternate. The amount of the alternate price shall include the cost of any and all modifications made necessary by the Owner's acceptance and all Contractor's expenses including overhead and profit. The bidding Trade Contractor shall state the amount of the alternate listed below. No response to the alternates will be interpreted as no change in cost.

Base Bid Alternate No.	Description	Amount
1	Alternate 1 – Crosby HS & Wallace MS: Eliminate Bituminous Concrete Milling and Paving at this location.	Add/Deduct \$

2	Alternate 2 Wilby HS & NE MS, Eliminate Bituminous Concrete Milling and Paving	Add/Deduct \$
3	Alternate 3 – Wilby HS & NE MS and Crosby HS & Wallace MS: Eliminate Removal & Replacement of Concrete Walkways.	Add/Deduct \$
4	Alternate 4 – Chase School, Eliminate “Playground Area” Demo/Prep/Paving in its entirety.	Add/Deduct \$
<b>Identify either “add” or “deduct” by crossing out word that does not apply.</b>		

### **UNIT PRICES**

The undersigned further proposes and agrees that should the amount of work required be increased or decreased, as directed by the Architect/Owner, the following supplemental Unit Prices will be the basic price in place for computing extra cost. All Unit Prices shall include all cost of work to the representative contractor, including all charges for materials, labor, plant, equipment, overhead, profit, additional insurance, taxes and all charges of whatever kind.

The stated costs are to be for "Additions" or "Deletions" of work to the Trade Contractor's Contract.

All items marked with an asterisk (\*) shall include the completion of the excavation, formation and compaction of the subgrade; and the disposal of rock or surplus material in accordance with the Plans and Specifications or as directed by the Architect. All items marked with two asterisks (\*\*) shall include the completion of the excavation, removal, disposal and replacement of unsuitable material with structural fill.

<b>Sitework</b>		
1	Concrete Sidewalk; cost per <u>100 SF</u> to remove and replace.	\$ _____
2	Bituminous Concrete (asphalt) Milling and Paving (depth 1.5”) per 2000 SY.	\$ _____
3	Bituminous Concrete Curb (remove & replace), cost per 100 LF.	\$ _____

### **UNIT LABOR RATES**

The undersigned further proposes and agrees that should the amount of work required be increased or decreased where unit prices have not been established, the following unit labor rates will be the basis for any Change Order Proposal. For Change Order purposes, the Labor Rates which any contractor submits on this Form of Proposal must be based on current labor rates and not on projected labor rates. Upon confirmation of base labor rate increases, change order rates may be adjusted in July of each year but only after new prevailing wage rates have been issued by the Connecticut Department of Labor. Labor rates are to include all direct costs without mark-up as defined in Item 7.3 of the General Conditions. Prior to contract award, if requested by the Owner, the successful bidder shall provide documentation substantiating the proposed labor rates.

Classification	Hourly Rate	Benefits	Workmen's Comp.	FICA	State U.C.	Federal U.C.	Total

If the net value of a change results in a credit from the contractor, the credit shall be the net cost without overhead or profit.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name:

\_\_\_\_\_  
Corporate Officer  
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, Zip Code)

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

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement – Section 00300
- c. Bid Form – Section 00400
- d. Technical Specifications – Section 00500

**END OF SECTION**

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

(Revised 09/3/15)

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

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

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

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

---

**INSTRUCTIONS AND OTHER INFORMATION**

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

**1) Definition of Small Contractor**

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

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

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? 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 NA ____
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 NA ____
6. Does your company have a collective bargaining agreement with workers? Yes No ____ 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 ____	12. Does your company have a written affirmative action Plan? Yes No ____ If no, please explain.
	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)

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)
-------------	---------	---------------	-------------

## **ATTACHMENT C – SPECIAL PROCEDURES**

**INDEX TO THE SUPPLEMENTARY CONDITIONS OF THE CONTRACT**

ARTICLE		PAGE
<u>NUMBER</u>	<u>TITLE</u>	<u>NUMBER</u>
1.	PLANS AND SPECIFICATIONS AT THE SITE .....	_____
2.	SHOP DRAWINGS, CATALOG CUTS AND SAMPLES.....	_____
3.	CONSTRUCTION PROGRESS SCHEDULE .....	_____
4.	ESTIMATED QUANTITIES .....	_____
5.	SCHEDULE OF VALUES; APPLICATION FOR PAYMENT	_____
6.	PARTIAL PAYMENTS .....	_____
7.	CONSTRUCTION EQUIPMENT.....	_____
8.	INSPECTION AND TESTS.....	_____
9.	UTILITIES.....	_____
10.	SEDIMENTATION AND EROSION CONTROL .....	_____
11.	DEWATERING AND WATER CONTROL .....	_____
12.	DUST AND SPILLAGE CONTROL.....	_____
13.	WINTER EROSION CONTROL MEASURES .....	_____
14.	PROTECTION OF ENVIRONMENTAL RESOURCES.....	_____
15.	ENVIRONMENTAL PROTECTION PLAN.....	_____
16.	TEMPORARY UTILITIES.....	_____
17.	TOILET ACCOMMODATIONS AND DRINKING WATER...	_____
18.	TEMPORARY TELEPHONES.....	_____
19.	NOT USED .....	_____
20.	PROGRESS MEETINGS.....	_____
21.	NOT USED .....	_____
22.	NOT USED .....	_____
23.	CHRO .....	_____

1. PLANS AND SPECIFICATIONS AT THE SITE

If required by the Owners Representative, the Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all

times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set over to the Project Engineer.

2. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

A. Submit in accordance with Division 1

3. CONSTRUCTION PROGRESS SCHEDULE

A. Within one (1) week after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit for the approval of the City three (3) copies of a Construction Progress Schedule which shall be developed by the Contractor through cooperation of the Project Engineer or authorized personnel. At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control measures – if required, Water Control Plan and Environmental Protection Plan - if required.

B. The Progress Schedule shall indicate the proposed scheduling of the items of work listed in the various divisions of the work in the specifications. The schedule shall also indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule which shall be revised as required.

4. ESTIMATED QUANTITIES

The Estimated Quantities for the Project have been furnished on the Bid Form. Within the limits of available funds, the Contractor will be required to complete the work specified herein at the unit prices provided in the Bid Form whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for work actually performed.

5. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

A. Within one (1) week after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.

B. The Contractor's requisition for payment shall be subdivided into items to correspond with the approved schedule and shall be in such numbers of copies as may be designated by the City.

6. PARTIAL PAYMENTS



- A. The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.
- B. In making such Partial Payments for the Project, retainage shall be held in accordance with Clean Water Funding Regulations (if applicable).

7. CONSTRUCTION EQUIPMENT

- A. The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.
- B. The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and subgrade work free from water.

8. INSPECTION AND TESTS

- A. All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination and testing by the City and/or Project Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. All tests shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties.
- B. Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.
- C. If, at any time before final acceptance of the entire Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the

Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

9. UTILITIES

- A. The accuracy and completeness of the utility information shown on the Plans is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.
- B. The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.
- C. The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.
- D. No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.
- E. The Contractor shall contact "Call Before You Dig" at least two days prior to commencing any excavation on the site (toll free in Connecticut at 1-800-922-4455).

10. SEDIMENTATION AND EROSION CONTROL— if required

All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended. The Contractor shall submit the Sedimentation and Erosion Control measures for the approval of the Engineer within one (1) week after the Notice to Proceed.

11. DEWATERING AND WATER CONTROL— if required

The Contractor shall be responsible for all dewatering required to complete the Contract including, but not limited to, pumping, well points, trenches, excavations, water control structures and cofferdams, which may be required to properly complete this Project. Particular attention is called for regarding fluctuation in water levels due to precipitation. No extra compensation will be allowed, due to water level fluctuation. The Contractor shall submit the Water Control Plan for the approval of the Engineer within one (1) week after the Notice to Proceed. (See the appropriate section in the Technical Specifications for further information.)

## 12. DUST AND SPILLAGE CONTROL

- A. The Contractor shall take appropriate measures to control the generation of dust from its activities. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions.
- B. All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

## 13. WINTER EROSION CONTROL MEASURES— if required

Seeding and plantings shall be performed March 15 to June 15 or August 15 to October 15. The Contractor shall submit a winter erosion control plan to the Project Engineer for approval prior to the start of construction. This plan shall indicate, in sufficient detail, the methods and materials which shall be used during the winter months to prevent erosion, scour and general deterioration of the Project and adjacent flora and fauna.

## 14. PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

- A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's Work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.
- B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.
- C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.
- D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of

rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Engineer.

- E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act.
- F. The Contractor shall construct or install all temporary erosion control features as indicated in the Plans. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.
- G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Engineer.
- H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.
- I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

15. ENVIRONMENTAL PROTECTION PLAN – if required

Within one (1) week after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

- A. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.
- B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.
- C. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the

environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

- D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.
- E. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and if required by the Project Engineer.
- G. Traffic control plan when necessary.
- H. Methods of protecting surface and ground water during construction activities.
- I. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for making the limits of use areas.

16. TEMPORARY UTILITIES

- A. Contractor to provide temporary utilities as required to complete work.

17. TOILET ACCOMMODATIONS AND DRINKING WATER

The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

18. TEMPORARY TELEPHONES

No use of Owner's/Building's phone system shall be permitted.

19. NOT USED

20. PROGRESS MEETINGS

Progress meetings will be held weekly at locations, dates and times selected by the OWNER for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

21. NOT USED

22. NOT USED

23. DAS

Any bid in excess of \$500,000 IS REQUIRED to be accompanied by the Bidder's CTDAS Update (Bid) Statement, as noted hereafter. In accordance with C.G.S. 4a-100, 4b-91, and 4b-101, any contractor or subcontractor submitting a bid greater than \$500,000 is required to submit their DAS Update (Bid) Statement with their bid. Failure to submit this item with the bid will result in disqualification of the bidder. All subcontractors must be pre-qualified at the time of performance of their work. If you have any questions regarding these requirements contact CTDAS, at telephone number (860) 713-5280 or visit their web site at [www.das.state.ct.us](http://www.das.state.ct.us).

24. CHRO

Within 10 days of Notice of Intent to Award. Prior to execution of a contract, the successful bidder will be required to document the good faith efforts to provide opportunities for SBE and MBE contractors to participate in the bidding process and to submit the Bidder Contract Compliance Monitoring Report. The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 4a-68b through 4a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. §4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals. For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:  
[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

**THE CITY OF WATERBURY**  
**CROSBY/WILBY/CHASE – PARKING LOT & TENNIS COURT IMPROVEMENTS**  
**ATTACHMENT D**  
**WAGE RATES**

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

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

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

ID#: H 23185

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

Project Number: Project Town: Waterbury  
FAP Number: State Number:  
Project: Alliance Grant Paving For Crosby, Wilby And Chase School

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	30.21
2) Carpenters, Piledrivermen	32.00	24.42

As of: Wednesday, February 22, 2017



Project: Alliance Grant Paving For Crosby, Wilby And Chase School

2a) Diver Tenders	32.00	24.42
-------------------	-------	-------

---

3) Divers	40.46	24.42
-----------	-------	-------

---

03a) Millwrights	32.47	24.84
------------------	-------	-------

---

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	46.95	20.15
--	-------	-------

---

4a) Painters: Brush and Roller	32.02	20.15
--------------------------------	-------	-------

---

4b) Painters: Spray Only	35.02	20.15
--------------------------	-------	-------

---

4c) Painters: Steel Only	34.02	20.15
--------------------------	-------	-------

---

*As of:* Wednesday, February 22, 2017

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

4d) Painters: Blast and Spray	35.02	20.15
-------------------------------	-------	-------

---

4e) Painters: Tanks, Tower and Swing	34.02	20.15
--------------------------------------	-------	-------

---

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.02	23.75+3% of gross wage
--	-------	------------------------

---

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

---

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

---

----LABORERS----

---

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

---

As of: Wednesday, February 22, 2017

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	28.80	18.90
<hr/>		
10) Group 3: Pipelayers	29.05	18.90
<hr/>		
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	29.05	18.90
<hr/>		
12) Group 5: Toxic waste removal (non-mechanical systems)	30.55	18.90
<hr/>		
13) Group 6: Blasters	30.30	18.90
<hr/>		
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	29.55	18.90
<hr/>		
Group 8: Traffic control signalmen	16.00	18.90
<hr/>		

As of: Wednesday, February 22, 2017

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

Group 9: Hydraulic Drills	29.30	18.90
---------------------------	-------	-------

---

---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and  
Liner Plate Tunnels in Free Air.---

---

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

---

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

---

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

---

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

---

15) Form Erectors	31.60	18.90 + a
-------------------	-------	-----------

---

As of: Wednesday, February 22, 2017

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

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

---

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

---

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

---

18) Miners	32.22	18.90 + a
------------	-------	-----------

---

---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED  
AIR: ---

---

18a) Blaster	38.53	18.90 + a
--------------	-------	-----------

---

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	18.90 + a
---	-------	-----------

---

As of: Wednesday, February 22, 2017

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	18.90 + a
---	-------	-----------

---

21) Mucking Machine Operator	39.11	18.90 + a
------------------------------	-------	-----------

---

---TRUCK DRIVERS---(\*see note below)

---

Two axle trucks	28.83	21.39 + a
-----------------	-------	-----------

---

Three axle trucks; two axle ready mix	28.93	21.39 + a
---------------------------------------	-------	-----------

---

Three axle ready mix	28.98	21.39 + a
----------------------	-------	-----------

---

Four axle trucks, heavy duty trailer (up to 40 tons)	29.03	21.39 + a
--	-------	-----------

---

As of: Wednesday, February 22, 2017

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

Four axle ready-mix	29.08	21.39 + a
<hr/>		
Heavy duty trailer (40 tons and over)	29.28	21.39 + a
<hr/>		
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.08	21.39 + a
<hr/>		
---POWER EQUIPMENT OPERATORS---		
<hr/>		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	38.55	23.55 + a
<hr/>		
Group 2: Cranes (100 ton rated capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.23	23.55 + a
<hr/>		
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	37.49	23.55 + a
<hr/>		

As of: Wednesday, February 22, 2017

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	37.10	23.55 + a
---	-------	-----------

---

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
--	-------	-----------

---

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	36.51	23.55 + a
--	-------	-----------

---

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
---	-------	-----------

---

Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Seraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	35.86	23.55 + a
---	-------	-----------

---

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	35.46	23.55 + a
--	-------	-----------

---

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	35.03	23.55 + a
--	-------	-----------

---

As of: Wednesday, February 22, 2017



Project: Alliance Grant Paving For Crosby, Wilby And Chase School

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	32.99	23.55 + a
--	-------	-----------

---

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	32.99	23.55 + a
---	-------	-----------

---

Group 12: Wellpoint Operator.	32.93	23.55 + a
-------------------------------	-------	-----------

---

Group 13: Compressor Battery Operator.	32.35	23.55 + a
--	-------	-----------

---

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	31.21	23.55 + a
---	-------	-----------

---

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	30.80	23.55 + a
---	-------	-----------

---

Group 16: Maintenance Engineer/Oiler	30.15	23.55 + a
--------------------------------------	-------	-----------

---

*As of:* Wednesday, February 22, 2017

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	34.46	23.55 + a
--	-------	-----------

---

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	32.04	23.55 + a
--	-------	-----------

---

**\*\*NOTE: SEE BELOW**

---

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

---

20) Lineman, Cable Splicer, Technician	47.14	6.5% + 20.98
--	-------	--------------

---

21) Heavy Equipment Operator	42.43	6.5% + 18.84
------------------------------	-------	--------------

---

22) Equipment Operator, Tractor Trailer Driver, Material Men	40.07	6.5% + 18.27
--	-------	--------------

---

**As of:** Wednesday, February 22, 2017

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

23) Driver Groundmen	25.93	6.5% + 8.53
----------------------	-------	-------------

---

23a) Truck Driver	35.36	6.5% + 16.88
-------------------	-------	--------------

---

---LINE CONSTRUCTION---

---

24) Driver Groundmen	30.92	6.5% + 9.70
----------------------	-------	-------------

---

25) Groundmen	22.67	6.5% + 6.20
---------------	-------	-------------

---

26) Heavy Equipment Operators	37.10	6.5% + 10.70
-------------------------------	-------	--------------

---

27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
---	-------	--------------

---

As of: Wednesday, February 22, 2017

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

---

*As of:* Wednesday, February 22, 2017

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

***ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$3.00 premium in addition to the hourly wage rate and benefit contributions:***

***1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***

***2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***

***3) Cranes (under 100 ton rated capacity)***

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

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

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

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

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

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol).*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

As of: Wednesday, February 22, 2017

Project: Alliance Grant Paving For Crosby, Wilby And Chase School

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

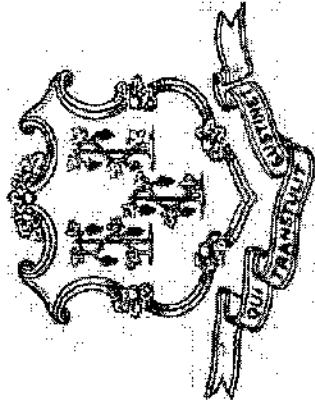
All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Wednesday, February 22, 2017



# THIS IS A PUBLIC WORKS PROJECT

Covered by the

## PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

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

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

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

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

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



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

## **Informational Bulletin**

### **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

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

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgmenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

***Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.***

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

## STATUTE 31-55a

### - SPECIAL NOTICE -

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

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

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

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


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

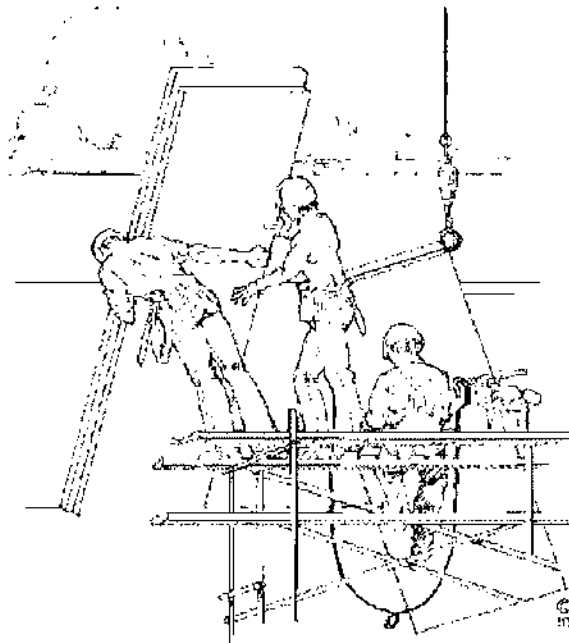
## ~NOTICE~

### TO ALL CONTRACTING AGENCIES

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

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

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACT COMPLIANCE UNIT

*CONTRACTING AGENCY CERTIFICATION FORM*

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
authorized representative title

for \_\_\_\_\_, located at \_\_\_\_\_,  
contracting agency address

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

\_\_\_\_\_, located at \_\_\_\_\_,  
project name and number address

shall be \$\_\_\_\_\_, which includes all work, regardless of whether such project

consists of one or more contracts.

*CONTRACTOR INFORMATION*

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

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

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return To: Connecticut Department of Labor  
Wage & Workplace Standards Division  
Contract Compliance Unit  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

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

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM  
Construction Manager at Risk/General Contractor/Prime Contractor

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

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

\_\_\_\_\_  
Notary Public

Return to:

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

Rate Schedule Issued (Date): \_\_\_\_\_



**[New]** In accordance with Section 31-53b(a) of the C.G.S., each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

[illegible]

**\*FRINGE BENEFITS EXPLANATION (F):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_ 4) Disability \_\_\_\_\_  
2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_  
3) Life Insurance \_\_\_\_\_ 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as

Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA--The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Submitted on (Date)

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\***

**\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***

# PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

## WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION  Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	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
				HOURS WORKED EACH DAY								FICA HOLDING	WITH- HOLDING			LAST OTHER				
				S	M	T	W	TH	F	S										
				Total																
											\$		1. \$							
											Base Rate		2. \$							
													3. \$							
											\$		4. \$							
											Cash Fringe		5. \$							
													6. \$							
													1. \$							
											\$		2. \$							
											Base Rate		3. \$							
													4. \$							
											\$		5. \$							
											Cash Fringe		6. \$							
													1. \$							
											\$		2. \$							
											Base Rate		3. \$							
													4. \$							
											\$		5. \$							
											Cash Fringe		6. \$							
													1. \$							
											\$		2. \$							
											Base Rate		3. \$							
													4. \$							
											\$		5. \$							
											Cash Fringe		6. \$							

\*IF REQUIRED

12/9/2013  
WWS-CP2

**NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CF-1)**

PAGE NUMBER \_\_\_\_\_ OF \_\_\_\_\_

# SAMPLE

[New] In accordance with Section 31-53b(a) of the C.G.S., each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, or be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										
WEEKLY PAYROLL										
CONTRACTOR NAME AND ADDRESS			SUBCONTRACTOR NAME & ADDRESS			WORKERS COMPENSATION INSURANCE CARRIER				
Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472 PROJECT NAME & ADDRESS DOT 195-206, Route 82			XYZ Corporation 2 Main Street Yantic, CT 06389			Travelers Insurance Company POLICY # 4845080920 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09				
PAYROLL NUMBER	Week Ending Date	APPROVAL DATE	CLASSIFICATION	DAY AND DATE						
				S	M	T	W	TH	F	S
1	9/25/09	9/25/09	Trade License Type & Number - OSHA	HOURS WORKED EACH DAY						
				20	21	22	23	24	25	26
PIERCEWORKER, ADDRESS and SECTION	APPROVAL DATE	CLASSIFICATION	Trade License Type & Number - OSHA	HOURS WORKED EACH DAY						
				20	21	22	23	24	25	26
Robert Craft 81 Maple Street Willimantic, CT 06226	95%	MC	Electrical Lineman E-1 1234567 Owner OSHA 123456	HOURS WORKED EACH DAY						
				20	21	22	23	24	25	26
Ronald Jones 212 Elm Street Norwich, CT 06360	95%	ME	Electrical Apprentice OSHA 234567	HOURS WORKED EACH DAY						
				20	21	22	23	24	25	26
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		ME	Project Manager	HOURS WORKED EACH DAY						
				20	21	22	23	24	25	26
TOTAL				TOTAL HOURS WORKED						
				S-TIME: 40 O-TIME: 0 S-TIME: 40 O-TIME: 0 S-TIME: 40 O-TIME: 0 S-TIME: 40 O-TIME: 0 S-TIME: 40 O-TIME: 0						
				BASE RATE: \$ 30.75 O-TIME: \$ 8.82 CASH PRIME: \$ 19.50 BASE RATE: \$ 16.53 CASH PRIME: \$ 19.50 BASE RATE: \$ 16.53 CASH PRIME: \$ 19.50 BASE RATE: \$ 16.53 CASH PRIME: \$ 19.50						
				GROSS PAY FOR ALL WORK PERFORMED THIS WEEK: \$1,582.80 GROSS PAY FOR ALL WORK PERFORMED THIS WEEK: \$1,458.20 GROSS PAY FOR ALL WORK PERFORMED THIS WEEK: \$1,500.00 GROSS PAY FOR ALL WORK PERFORMED THIS WEEK: \$1,500.00						
				TOTAL DEDUCTIONS: P-XXXX, W-XXXX, M-XXXX, S-XXXX, O-XXXX, C-XXXX, D-XXXX, E-XXXX, F-XXXX, G-XXXX, H-XXXX, I-XXXX, J-XXXX, K-XXXX, L-XXXX, M-XXXX, N-XXXX, O-XXXX, P-XXXX, Q-XXXX, R-XXXX, S-XXXX, T-XXXX, U-XXXX, V-XXXX, W-XXXX, X-XXXX, Y-XXXX, Z-XXXX						
				GROSS PAY FOR THIS TRAVELING RATE JOB: \$1,582.80 GROSS PAY FOR THIS TRAVELING RATE JOB: \$1,458.20 GROSS PAY FOR THIS TRAVELING RATE JOB: \$1,500.00 GROSS PAY FOR THIS TRAVELING RATE JOB: \$1,500.00						
				NET PAY: \$123.45 NET PAY: \$123.45 NET PAY: \$123.45 NET PAY: \$123.45						

OSHA 10 - ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

**SAMPLE**

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability \_\_\_\_\_  
2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_  
3) Life Insurance MetLife 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09

I, Robert Craft of XYZ Corporation (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (b), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA: The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09  
(Signature) (Title) Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09  
(Signature) (Title) Submitted on (Date)

Note: CTDOLE will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CPI as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\***  
**\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***

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

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

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

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

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

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

**Elevator Constructors: Mechanics**

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

**Glaziers**

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

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

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

### **Ironworkers**

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

### **Laborers (Tunnel Construction)**

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

### **Roofers**

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

### **Sprinkler Fitters**

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

### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

Rev. 7/1/16

## CHAPTER 34: CITY POLICY

### Section

#### *General Provisions*

34.01 Lost articles; state law adopted

#### *Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects*

- 34.10 Title
- 34.15 Purpose
- 34.16 Findings
- 34.17 Definitions
- 34.18 Hiring goal and implementation
- 34.19 Referral mechanism
- 34.20 Monitoring
- 34.21 Good faith efforts
- 34.22 Contract requirements for covered services

#### ***Cross-reference:***

*Centralized procurement system, see Ch. 38*

*Interlocal agreements, see Ch. 40*

#### ***Statutory reference:***

*Advertising; sale of perishable goods, see Conn. Gen. Stat. § 50-11*

*Disposition after expiration of time for making claim, see Conn. Gen. Stat. § 50-14*

*Duties of finder, see Conn. Gen. Stat. § 50-10*

*Lost and unclaimed property, see Conn. Gen. Stat. Ch. 859*

*Procedure if unclaimed, see Conn. Gen. Stat. § 50-13*

*Restoration to owner if claimed, see Conn. Gen. Stat. § 50-12*

### **GENERAL PROVISIONS**

#### **§ 34.01 LOST ARTICLES; STATE LAW ADOPTED.**

The provisions of Conn. Gen. Stat. §§ 50-10 through 50-14 are adopted as permitted by Conn. Gen. Stat. § 50-9 and shall apply within the city to the finding of any article of the value of \$1 or more. (1967 Code, § 13-11)



***Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects***

**§ 34.10 TITLE.**

The City of Waterbury Code of Ordinances §§ 34.10 through 34.22 entitled "Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" shall also be known and may be cited as the "Good Jobs Ordinance" for the City.

(Ord. passed 5-13-2015)

**§ 34.15 PURPOSE.**

The purpose of this subchapter is to increase the benefit to the City of Waterbury and its residents from the city's investment of public funds in certain publicly-funded construction projects to allow the city to recognize, as a benefit of such investment, a reduction in the amount of poverty and unemployment that would otherwise exist amongst its residents and also to help reduce the economic burden that would otherwise be placed on the city in having to provide alternative assistance to those residents who, but for their being hired pursuant to the provisions of this ordinance, would remain unemployed.

(Ord. passed 2-21-2012)

**§ 34.16 FINDINGS.**

The City of Waterbury finds that a substantial number of city residents are not being employed by contractors performing work on publicly-funded construction projects in the City of Waterbury and that the residents, therefor, are not receiving the maximum possible benefit from the City of Waterbury's investment of public funds in the projects. The city further finds that:

(A) Recent research of hiring patterns on construction projects reveals a pattern of low hiring of residents in favor of nonresidents whose hiring is draining significant resources from the city.

(1) Only 14% of work hours performed on the construction of the \$138,000,000 waste water treatment plant in 1998 - 1999 were performed by residents;

(2) Only 10% of laborers hours on city street paving in 1999 were performed by residents;

(3) With an average wage of \$21 per hour on tax-funded city construction work as exemplified by the waste water treatment plant construction project, more than \$13,000,000 in wages was lost by city residents on that project. Due to typical turnover of those funds among businesses

in the community, \$13,000,000 - \$26,000,000 of additional economic activity from the multiplier affect was lost to city businesses;

(4) As a result of the high percentage of noncity residents on construction projects, fewer Waterbury residents are able to be home owners, thus reducing property taxes to the city. For each resident who loses the opportunity to be a home owner, the city loses an estimated \$2,000 in revenue per year.

(5) The migration of benefits caused by the high percentage of noncity residents on construction projects increases the burden on health care providers to provide uncompensated care to Waterbury residents without health insurance. Over the course of the waste water treatment plant project alone, for example, \$5,000,000 in health and pension benefits were lost to city residents. If this subchapter were minimally met, it would double the wages and benefits going to city residents; and

(6) The extra cost to tax payers of the under-usage of apprentices on the project compared to what is permissible under state law is estimated at close to \$1,000,000.

(B) Waterbury residents face higher rates of unemployment than other towns and cities in the region and state.

(1) The unemployment rate among construction workers who are residents of the city is 50% higher than the statewide unemployment rate among construction workers, and more than double the unemployment rate among construction workers in similarly-sized cities. For example, the Connecticut Department of Labor reports that in September 1999, 324 city residents applied for construction jobs at unemployment offices out of a total construction workforce of 3,600 (9%). Statewide, 3,908 applicants applied out of a total construction labor force of 63,800 (6%). In Danbury, 166 city residents applied out of a total construction workforce of 4,100 (4%).

(2) Since 1984 the city's unemployment rate has been consistently higher than the rate of unemployment in the Naugatuck Valley region and the state. Unemployment is especially severe in some neighborhoods, which faced up to 19% unemployment, compared to the city's 8% unemployment in the 1990 Census.

(C) Poverty is much greater and incomes are much lower in Waterbury than elsewhere in the region and state.

(1) According to the 1990 Census, 12.1% of the city's residents lived below the poverty level, compared to 2.7% in the rest of the region and 6.8% statewide.

(2) Median 1990 household income was \$30,533 in Waterbury compared to \$41,721 for the state, and compared to \$45,000 - \$67,500 for towns in the rest of the Naugatuck Valley region. Estimates updating this data to 1997 show little change. Residents on average earn \$10,000 less per capita than the statewide average of \$28,000.

(3) Poverty is even more pronounced in some neighborhoods with up to 30% of their residents in poverty.

(4) The average wage for residents coming off of welfare in the city is one of the lowest in the State of Connecticut at \$5.93 per hour.

(5) Over one-third of female headed households are under poverty.

(6) City children are among the poorest in the State of Connecticut, 61% of students city-wide are eligible for reduced price meals versus 25% statewide.

(Ord. passed 2-21-2012)

#### **§ 34.17 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ADMINISTRATOR.** The person(s), city department or agency designated by the Mayor of the city with the responsibility of overseeing the implementation and enforcement of this subchapter.

**APPRENTICE.** Definition as set forth in Conn. Gen. Stat. § 31-22m and any subsequent amendments approved by the Connecticut General Assembly is incorporated by reference herein.

**BASIC SKILLED WORKER.** A person who is currently enrolled in or having completed a training program administered by or on behalf of a legally organized labor union or a state-approved standardized craft training program. Specifically excluded from this definition is an APPRENTICE as defined by Conn. Gen. Stat. § 31-22m.

**CITY.** The City of Waterbury, Connecticut.

**CITY FUNDS.** Funds originating within the city pursuant to the city's taxing powers or authority to raise money through the sale of public bonds, permit tax abatements and enter into tax fixing agreements and tax increment financing agreements.

**CONSTRUCTION.** The process of building, altering, repairing, improving or demolishing any public infrastructure facility, including any public structure, public building or other public improvements of any kind to city property or other property or space in which the city has an interest. It does not include the routine operation, routine repair or routine maintenance of any existing public infrastructure facility, including structures, buildings or real property.

**CONSTRUCTION PROJECT.** Any project for which the primary purpose involves construction, as defined above, deconstruction, the remediation of any hazardous materials as defined in the Connecticut General Statutes, the rehabilitation or renovation of any structure or the creation, extension, reconstruction, reconditioning or rebuilding of any portion of a municipal infrastructure or public utility system.

**CONTRACTOR.** Any person hired by the city, directly or indirectly through an owner, to perform construction work on covered projects.

**COVERED PROJECT.** Any construction project taking place in the city with a value of \$500,000 or greater, funded in whole or in part by city funds or funds administered by the city in accordance with federal or state grant or loan programs or any other federal or state programs. This definition of **COVERED PROJECT** shall include funds derived from the aforementioned federal or state grant, loan or other programs only to the extent permitted by federal and state law. The value of the projects shall equal the total consideration to be paid to all contractors stated in each contract pursuant to which contractors are performing construction work on covered projects.

**FIRST-SOURCE REFERRAL PROGRAM.** A program whose purpose includes but is not limited to, job training and the referral of qualified residents to contractors. The **FIRST-SOURCE REFERRAL PROGRAM** shall use the Good Jobs umbrella coalition of community groups and churches as a priority source for recruitment.

**GOOD JOBS ADMINISTRATION BUDGET.** The amount of funding required to oversee the implementation and enforcement of this subchapter in a given fiscal year.

**HIRING GOAL.** The 30% of the total worker hours on each covered project shall be performed by residents. At least 25% of construction trade jobs shall go to apprentices and/or basic skilled workers. At least 70% of all "new hires" (those workers hired by a contractor on a project, other

than existing employees and those referred by union hiring halls with prior seniority in the case of a union job) shall be "economically disadvantaged" individuals, defined as those earning less than 150% of the poverty line at the time of application. A minimum of 5% of the construction workforce labor hours will be local resident, minority artisans. A minimum of 5% of the construction workforce labor hours will be women. A minimum of 10% of the total work hours shall be allocated for minorities. Contractors are expected to employ a workforce that represents the population of the city.

**LIAISON COMMITTEE.** The committee established by the Board of Aldermen to monitor compliance with the provisions of this subchapter, and make recommendations to the Administrator and the Board of Aldermen regarding administration of this subchapter. The committee shall convene at a minimum of once every quarter in a space open to the public. The committee shall be comprised of two representatives of the Board of Aldermen one to be appointed by the President of the Board of Aldermen and one to be appointed by the Minority Leader on the Board of Aldermen, one representative from the Board of Education to be appointed by the President of the Board of Education, one representative of the Workforce Development Board, and five representatives who are appointed by the Board of Aldermen to represent: one contractor, one union, one civil rights group, one community and one Human Rights Commission. The committee members shall serve for a term of two years, and this nomination and selection process shall be used to fill any vacancy.

**NEW HIRE.** Those workers hired by a contractor on a project, other than existing employees, and those referred by union hiring halls with prior seniority in the case of a union job.

**OWNER.** The person who enters into a contract with a contractor for work on a covered project other than the city.

**PERSON.** An individual or a company, partnership, foreign or domestic corporation, partnership, limited liability company or other business entity.

**RESIDENT.** Any person whose domicile is the City of Waterbury, Connecticut.

**ROUTINE MAINTENANCE.** Simple, small-scale activities (usually requiring only minimal skills or training) planned and performed at regular intervals and being necessary to (1) extend the life of, or to delay or prevent the premature failure of, any plant or system or of any structure or structural system, building component or equipment; or (2) protect against normal wear and tear; or (3) maintain a suitable aesthetic appearance. Examples of ROUTINE MAINTENANCE may include, but are not limited to, lawn or grass cutting, hedge trimming, painting, caulking, sealing, plumbing or electrical repairs, carpet cleaning or other cleaning performed at regular intervals.

**SUBCONTRACTOR.** Any person hired by a contractor to perform construction work on covered projects.

(Ord. passed 2-21-2012; Ord. passed 8-19-2013; Ord. passed 5-13-2015)

#### **§ 34.18 HIRING GOAL AND IMPLEMENTATION.**

(A) All contractors and subcontractors performing work on covered projects shall make good faith efforts to satisfy the hiring goal.

(B) Any contractors or subcontractors that fail to meet the hiring goal shall be required to demonstrate to the Administrator's satisfaction that the contractor or subcontractor made good faith efforts to meet the hiring goal.

(C) (1) The Mayor of the city shall appoint an Administrator annually no later than June 30th to serve as the Administrator for the city's fiscal year following such appointment or within 30 days of a vacancy that might arise during any fiscal year. The foregoing notwithstanding, an incumbent Administrator shall serve until their successor has been appointed and qualified. If, in the event of a vacancy, the Mayor fails to appoint a replacement Administrator within the first 30 days following the effective date of that vacancy, then the Board of Aldermen shall have the power to fill the vacancy provided that the Board does so:

(a) Within 30 days from the date upon which the power to make the appointment vested in the Board; or

(b) Prior to May 31st if the power to make the appointment vests in the Board on or after May 1st.

(2) Should the Board fail to make the appointment during any 30 day period it has to do so, or prior to May 31st if the power to make the appointment vests in the Board on or after May 1st, then the power of appointment shall revert to the Mayor. Thereafter, throughout the remainder of the then current fiscal year, the power to make the appointment shall alternate between the Mayor and the Board, at 30 day intervals, until an appointment is made or until June 1st at which point in time the power to make the appointment shall vest in the Mayor.

(D) The Mayor shall annually, prior to the adoption of the city's budget for the then next fiscal year and after consultation with the Administrator and all relevant city department heads, establish a Good Jobs Administration Budget for the then next fiscal year and the Mayor shall include a line item in his

annual budget submission to the Board of Aldermen sufficient to fund the Good Jobs Administration Budget. If, during the fiscal year in which the Mayor submits a given Good Jobs Administration Budget as part of his budget submission, the city has received as liquidated damages, pursuant to its contracts for covered projects, an amount greater than or equal to the Good Jobs Administration Budget as then submitted by the Mayor, the city shall be required to fund the Good Jobs Administration Budget as submitted by the Mayor and approved by the Board of Aldermen. To the extent possible, the cost required to oversee the implementation and enforcement of this subchapter for each project shall be funded and paid for through each project.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

#### **§ 34.19 REFERRAL MECHANISM.**

(A) No less than four (4) weeks prior to the commencement of construction on covered projects, the contractor shall meet with the Administrator and provide the number of job positions to be created by the project by trade and the qualifications by job title. The Administrator shall make reasonable efforts to ensure that adequate job training is available to the extent necessary to achieve the hiring goal and that screening and referral mechanisms are in place so that contractors can access qualified residents. Additionally, the Administrator shall designate a first-source referral program for the city.

(B) In the event a contractor or subcontractor cannot satisfy the hiring goal through its own employees and union hiring halls, the contractor or subcontractor shall next utilize the first source referral program in order to satisfy the hiring goal. The contractor or subcontractor must wait five business days after a request has been submitted before advertising the position elsewhere.

(C) Qualifications required shall be only those relevant to the job. In satisfying the hiring goal, the contractor and any subcontractor shall employ all qualified persons referred by the first source referral program. The contractor and any subcontractor must utilize the first source referral program whenever its hiring needs increase and they are unable to comply with the hiring goals.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

#### **§ 34.20 MONITORING.**

(A) The owner for a covered project shall require all construction contracts to comply with all provisions of this subchapter, and a copy of this subchapter shall be included with all contracts with contractors and subcontractors performing construction work on covered projects. This subchapter must be a contractual obligation in all contracts.

(B) All contractors and subcontractors performing construction work on covered projects shall submit to the Administrator weekly certified payroll records within five working days of the end of each payroll period. The records must show the person-hours on a craft-by-craft basis and identify the address, social security number, hiring date, ethnicity, gender and trade (journeyperson or apprentice) of all employees on the project. All reports must have an original signature and be signed by an authorized officer or employee of the company. Failure to comply with the provisions of this division (B) shall be deemed by the Administrator to be a violation of this subchapter and shall be subject to, and invoiced, liquidated damages on a weekly basis. Any willful misrepresentation contained in the information requested pursuant to this division (B) shall be deemed by the Administrator to be a violation of this subchapter and shall be subject to, and invoiced, liquidated damages on a weekly basis. The Administrator shall notify the City of Waterbury Department of Finance upon any violation of this subchapter. No portion of any invoice submitted by a contractor that is subject to liquidated damages shall be paid by the city until such time as all liquidated damages relating to that invoice have been paid to the city.

(C) Unless prohibited by federal, state or local law, all records in the city's possession shall be available for public inspection.

(D) The Administrator shall review all information provided pursuant to division (B) hereof and submit monthly reports to the Liaison Committee and to the Board of Aldermen summarizing the information.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

#### **§ 34.21 GOOD FAITH EFFORTS.**

(A) Contractors shall be deemed to have made good faith efforts if they demonstrate to the satisfaction of the Administrator that they have done all of the following:

(1) Utilize the first source referral program to help satisfy the hiring goal;

(2) Notify the public in the city of the employment opportunities available on covered projects. The notification shall comprise a notice in a newspaper of general circulation in the city of employment opportunities, written notice to construction unions, community organizations and city high schools concerning same, and any other notice required by the Administrator. Contractors shall maintain records of responses to the notices received thereby. All notices must state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin. The notice required by this division shall include a statement that the notice is provided pursuant to this subchapter;



(3) Maintain a file on the job site of the names and addresses of each worker referred by the first source referral program. The file shall indicate what action was taken with respect to each referred person, and if the person was not hired, the reasons therefore; provided, however, that this subchapter shall not be construed as requiring contractors to hire any persons who do not satisfy applicable job qualifications;

(4) Participate in State of Connecticut-approved local employment training programs in the city's area, or develop on-the-job training opportunities and participate and assist in any association or employer-group training program relevant to the contractor's employment needs;

(5) Regularly review and evaluate their personnel and promotional opportunities, encourage city residents to seek opportunities and establish a program to monitor compliance with this subchapter; and

(6) Utilize other means of obtaining employees who are residents of the city that are reasonably calculated to assist with achieving the hiring goals.

(B) Contractors shall provide the city with any documentation requested by the Administrator in order to establish compliance with this subchapter.

(Ord. passed 2-21-2012)

#### **§ 34.22 CONTRACT REQUIREMENTS FOR COVERED SERVICES.**

(A) This city shall include provisions in Chapter 38, entitled "Centralized Procurement System," of the Code of Waterbury mandating that each contract for a covered project, as that term is defined herein, awarded pursuant to Chapter 38 include provisions addressing compliance with the provisions of this subchapter by the contractor or contractors thereunder and by any subcontractor or subcontractors performing work related to any such contract.

(B) Whenever provisions are included in a contract for a covered project pursuant to division (A) of this section, they shall include provisions establishing liquidated damages for the failure of any contractor or subcontractor to comply with the provisions of this subchapter on a weekly basis. The liquidated damages shall be based on an estimate of the cost the city would incur in having to provide alternative employment opportunities, or alternative economic assistance, to those residents who would have benefited by the city's investment in the covered project if they had been hired by the contractor or subcontractor had they complied with the provisions of this subchapter.

(C) Whenever provisions regarding liquidated damages are included in a contract for a covered project pursuant to division (B) of this section, that contract shall, if applicable, also include provisions addressing the following matters:

(1) Weekly compliance reviews by the Administrator for the purpose of assessing compliance with the provisions of this subchapter, or the lack thereof;

(2) Requiring a separate certification of compliance by the Administrator prior to the payment of any funds by the city under any such contract;

(3) The weekly assessment and invoicing of liquidated damages per noncompliant contractor or subcontractor while said contract is executory;

(4) No portion of any invoice submitted by a contractor that is subject to liquidated damages shall be paid by the city until such time as all liquidated damages relating to that invoice have been paid to the city.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

**THE CITY OF WATERBURY**  
**CROSBY/WILBY/CHASE – PARKING LOT & TENNIS COURT IMPROVEMENTS**  
**SECTION 00500**  
**TECHNICAL SPECIFICATIONS**

## SECTION 011000 - SUMMARY

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Access to site.
- 4. Coordination with occupants.
- 5. Work restrictions.
- 6. Specification and drawing conventions.

- B. Related Section:

- 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

## 1.3 PROJECT INFORMATION

- A. Project Identification: Waterbury Schools - Site Improvements.

- 1. Project Locations:

- a. Crosby HS / Wallace MS – 300 Pierpont Rd, Waterbury, CT
- b. Wilby HS / North End MS – 568 Bucks Hill Rd, Waterbury, CT
- c. Chase ES – 40 Woodtick Rd, Waterbury, CT

- B. Owner: The City of Waterbury.

- 1. Owner's Representative: Shannon Sullivan, School Inspector, Waterbury Public Schools, 236 Grand Street, Waterbury, CT 06702

- C. Architect: Friar Associates inc., 281 Farmington Avenue, Farmington, CT 06032.

## 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:

Milling, repaving and re-stripping of existing parking lots and tennis courts.

B. Type of Contract

1. Project will be constructed under a single ~~or multiple~~ prime contract~~(s)~~.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
  1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours 8:00 a.m. to 5:00 p.m., Monday through Friday, except as otherwise indicated.

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than seven days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than three days in advance of proposed disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted on the Owner's property.
- F. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements regarding drug and background screening of Contractor personnel working on the Project site.
  - 1. Maintain list of approved screened personnel with Owner's Representative.

## 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.9 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012300 - ALTERNATES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

## 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

## 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 (Crosby HS & Wallace MS)
  - 1. Base Bid: Provide milling and paving of bituminous concrete as shown within the Construction Documents.



2. Alternate: Eliminate all milling and paving of bituminous concrete as shown within the Construction Documents.
- B. Alternate No. 2 (Wilby HS & NE MS)
1. Base Bid: Provide milling and paving of bituminous concrete as shown within the Construction Documents.
  2. Alternate: Eliminate all milling and paving of bituminous concrete as shown within the Construction Documents.
- C. Alternate No. 3 (Wilby HS & NE MS)
1. Base Bid: Provide removal and replacement of concrete walkways as shown within the Construction Documents.
  2. Alternate: Eliminate removal and replacement of concrete walkways as shown within the Construction Documents.
- D. Alternate No. 4
1. Base Bid: Provide removal, prep and paving of the "Playground Area" as shown within the Construction Documents.
  2. Alternate: Eliminate removal, prep and paving of the "Playground Area" as shown within the Construction Documents.

END OF SECTION 012300

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
  - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

## 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

## 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  - 7. Proposal Request Form: Use form acceptable to Architect.

## 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

## 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

## 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

## 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

3. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values correlated with each element.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange schedule of values consistent with format of AIA Document G703.
  3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Change Orders (numbers) that affect value.
    - b. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  8. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
  9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

- a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:

- a. Materials previously stored and included in previous Applications for Payment.
  - b. Work completed for this Application utilizing previously stored materials.
  - c. Additional materials stored with this Application.
  - d. Total materials remaining stored, including materials with this Application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  1. List of subcontractors.
  2. Schedule of values.
  3. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
  4. Submittal schedule (preliminary if not final).
  5. Copies of building permits.
  6. Report of preconstruction conference.
  7. Certificates of insurance and insurance policies.
  8. Performance and payment bonds.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. AIA Document G707, "Consent of Surety to Final Payment."
  4. Evidence that claims have been settled.

## PART 2 - PRODUCTS (Not Used)



PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Coordination drawings.
  - 4. Requests for Information (RFIs).
  - 5. Project meetings.
- B. Related Sections:
  - 1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

## 1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

## 1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
  - 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.

- d. Indicate required installation sequences.
- e. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

#### 1.6 KEY PERSONNEL

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

#### 1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name.
  - 2. Project number.
  - 3. Date.
  - 4. Name of Contractor.
  - 5. Name of Architect.
  - 6. RFI number, numbered sequentially.
  - 7. RFI subject.
  - 8. Specification Section number and title and related paragraphs, as appropriate.
  - 9. Drawing number and detail references, as appropriate.
  - 10. Field dimensions and conditions, as appropriate.
  - 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 12. Contractor's signature.

13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
  - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow 10 working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
  1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.

8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

## 1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Preparation of record documents.
    - m. Use of the premises and existing building.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for disruptions and shutdowns.
    - s. Construction waste management and recycling.

- t. Parking availability.
    - u. Office, work, and storage areas.
    - v. First aid.
    - w. Progress cleaning.
  - 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Related RFIs.
    - b. Related Change Orders.
    - c. Submittals.
    - d. Possible conflicts.
    - e. Compatibility problems.
    - f. Time schedules.
    - g. Manufacturer's written recommendations.
    - h. Compatibility of materials.
    - i. Acceptability of substrates.
    - j. Temporary facilities and controls.
    - k. Space and access limitations.
    - l. Regulations of authorities having jurisdiction.
    - m. Testing and inspecting requirements.
    - n. Installation procedures.
    - o. Coordination with other work.
    - p. Required performance results.
    - q. Protection of adjacent work.
    - r. Protection of construction and personnel.
  - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of record documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Submittal of written warranties.
    - d. Requirements for preparing operations and maintenance data.
    - e. Requirements for demonstration and training.
    - f. Preparation of Contractor's punch list.
    - g. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - h. Submittal procedures.
    - i. Responsibility for removing temporary facilities and controls.
  4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Sequence of operations.
      - 2) Status of submittals.



- 3) Temporary facilities and controls.
  - 4) Progress cleaning.
  - 5) Quality and work standards.
  - 6) Status of correction of deficient items.
  - 7) Field observations.
  - 8) Status of RFIs.
  - 9) Status of proposal requests.
  - 10) Pending changes.
  - 11) Status of Change Orders.
  - 12) Pending claims and disputes.
  - 13) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013300 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 4. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

## 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
1. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  2. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action, informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled dates for purchasing.
    - h. Scheduled dates for installation.
    - i. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the

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

1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 10 working days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 15 working days for initial review of each submittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Contractor.
    - d. Name of subcontractor.
    - e. Name of supplier.
    - f. Name of manufacturer.
    - g. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
    - j. Location(s) where product is to be installed, as appropriate.
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Include the following information on an inserted cover sheet:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - l. Related physical samples submitted directly.
    - m. Other necessary identification.
  5. Include the following information as keywords in the electronic file metadata:
    - a. Project name.
    - b. Number and title of appropriate Specification Section.
    - c. Manufacturer name.
    - d. Product name.
- F. Options: Identify options requiring selection by the Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Specification Section number and title.

- h. Indication of full or partial submittal.
  - i. Drawing number and detail references, as appropriate.
  - j. Transmittal number, numbered consecutively.
  - k. Submittal and transmittal distribution record.
  - l. Remarks.
  - m. Signature of transmitter.
- 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Action Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Architect will return two copies.
  - 2. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect will not return copies.
  - 3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
  - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

- a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
  - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. Three paper copies of Product Data, unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
3. Submit Shop Drawings in the following format:
  - a. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- E. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- G. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- H. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.



- I. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- J. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- K. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- L. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- N. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

## SECTION 014000 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

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

## 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 ACTION SUBMITTALS

- A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
  - 1. Indicate manufacturer and model number of individual components.
  - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

**1.6 INFORMATIONAL SUBMITTALS**

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

**1.7 CONTRACTOR'S QUALITY-CONTROL PLAN**

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
  - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."

- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.

- C. **Factory-Authorized Service Representative's Reports:** Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.
- D. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

#### 1.9 QUALITY ASSURANCE

- A. **General:** Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. **NRTL:** A nationally recognized testing laboratory according to 29 CFR 1910.7.
  2. **NVLAP:** A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

- G. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. **Contractor responsibilities include the following:**
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
  - 2. **Testing Agency Responsibilities:** Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

#### 1.10 QUALITY CONTROL

- A. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. **Contractor Responsibilities:** Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.



1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.

- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

#### 1.11 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  5. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

## 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 014200 - REFERENCES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

## 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if

bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.4 ABBREVIATIONS AND ACRONYMS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
  - 2. Section 312319 "Dewatering" for disposal of ground water at Project site.
  - 3. Section 321216 "Asphalt Paving" for construction and maintenance of asphalt pavement for temporary roads and paved areas.
  - 4. Section 321313 "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

## 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

## 1.5 QUALITY ASSURANCE

- A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- B. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

## 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - EXECUTION

## 2.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

## 2.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
  2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

## 2.3 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."



END OF SECTION 015000

## SECTION 016000 - PRODUCT REQUIREMENTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
  - 1. Division 01 Section "References" for applicable industry standards for products specified.

## 1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.

2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Manufacturers:

- a. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017300 - EXECUTION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Installation of the Work.
  - 2. Cutting and patching.
  - 3. Progress cleaning.
  - 4. Protection of installed construction.
  - 5. Correction of the Work.

## 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

## 1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - 2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## 1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  1. For projects requiring compliance with sustainable design and construction practices and procedures, utilize products for patching that comply with requirements of Division 01 Section "Sustainable Design Requirements."
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."
- D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.



- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 01 Section "Summary."
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  5. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Utilize containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials

specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.6 PROTECTION OF INSTALLED CONSTRUCTION

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

### 3.7 CORRECTION OF THE WORK

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

END OF SECTION 017300

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Disposing of nonhazardous demolition and construction waste.

## 1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

## 1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

## 1.5 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements of this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
  - 1. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  - 2. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

### 3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

## SECTION 017700 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Sections:
  - 1. Division 01 Section "Execution" for progress cleaning of Project site.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 4. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

## 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
  1. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  2. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each area of work affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Contractor.
    - d. Page number.

#### 1.6 WARRANTIES



- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
  - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
  - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Remove snow and ice to provide safe access to building.
  - f. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

END OF SECTION 017700

## SECTION 017839 - PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Sections:
  - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

## 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
  - 2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal: Submit one paper copy set of marked-up record prints. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal: Submit one paper copy set of marked-up record prints. Print each Drawing, whether or not changes and additional information were recorded. In addition, provide one digital PDF copy on CD.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications. In addition, provide one digital PDF copy on CD.
- C. Record Product Data: Submit one paper copy of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Reports: Submit written report weekly indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
  1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Locations and depths of underground utilities.
    - d. Revisions to routing of piping and conduits.
    - e. Locations of concealed internal utilities.
    - f. Changes made by Change Order or Construction Change Directive.
    - g. Changes made following Architect's written orders.
    - h. Details not on the original Contract Drawings.
    - i. Field records for variable and concealed conditions.
    - j. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Provide one paper copy. In addition, provide one digital PDF copy on CD.
  3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy (one). In addition, provide one digital PDF copy on CD.

### 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.
  - 1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

## SECTION 312000 - EARTH MOVING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Excavating and backfilling for buildings and structures.
  - 2. Subbase course and base course for asphalt paving.
- B. Related Sections:
  - 1. Section 015000 "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities; also for temporary site fencing if not in another Section.

## 1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional

excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

2. Bulk Excavation: Excavation more than 10 feet (3 m) in width and more than 30 feet (9 m) in length.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

#### 1.4 ACTION SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Geotextiles.

#### 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D 2487.
2. Laboratory compaction curve according to ASTM D 1557.

#### 1.6 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.



2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
  1. Do not proceed with work on adjoining property until directed by Architect.
- C. Utility Locator Service: Notify "Call Before You Dig" for area where Project is located before beginning earth moving operations.
- D. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Section 015000 "Temporary Facilities and Controls," are in place.
- E. Do not commence earth moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
  1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand meeting CTDOT Specification Section M.02.06 Grading B.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand meeting CTDOT Specification Section M.05.01.
- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- G. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

- H. Sand: ASTM C 33; fine aggregate.

## 2.2 GEOTEXTILES

- A. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
  - 1. Survivability: Class 2; AASHTO M 288.
  - 2. Grab Tensile Strength: 247 lbf (1100 N); ASTM D 4632.
  - 3. Sewn Seam Strength: 222 lbf (990 N); ASTM D 4632.
  - 4. Tear Strength: 90 lbf (400 N); ASTM D 4533.
  - 5. Puncture Strength: 90 lbf (400 N); ASTM D 4833.
  - 6. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D 4751.
  - 7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
  - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

### 3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock,

soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

### 3.4 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  1. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch (25 mm). Do not disturb bottom of excavations intended as bearing surfaces.

### 3.5 SUBGRADE INSPECTION

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes) to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
  2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

### 3.6 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when approved by Architect.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

### 3.7 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.8 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  2. Surveying locations of underground utilities for Record Documents.
  3. Testing and inspecting underground utilities.
  4. Removing concrete formwork.
  5. Removing trash and debris.
  6. Removing temporary shoring and bracing, and sheeting.
  7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### 3.9 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  1. Under steps and ramps, use engineered fill.
  2. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

### 3.10 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
  1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.

### 3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  1. Provide a smooth transition between adjacent existing grades and new grades.
  2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

### 3.13 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
  1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
  2. Place base course material over subbase course under hot-mix asphalt pavement.
  3. Shape subbase course and base course to required crown elevations and cross-slope grades.
  4. Place subbase course and base course 6 inches (150 mm) or less in compacted thickness in a single layer.
  5. Place subbase course and base course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.

6. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
- C. Pavement Shoulders: Place shoulders along edges of subbase course and base course to prevent lateral movement. Construct shoulders, at least 12 inches (300 mm) wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

### 3.14 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### 3.15 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

## SECTION 312319 - DEWATERING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes construction dewatering.
- B. Related Requirements:
  - 1. Section 312000 "Earth Moving" for excavating, backfilling, site grading, and controlling surface-water runoff and ponding.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
  - 1. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
  - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
  - 3. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
  - 4. Remove dewatering system when no longer required for construction.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

## PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
  - 1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
  - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 015000 "Temporary Facilities and Controls," during dewatering operations.

## 3.2 OPERATION

- A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.
- B. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.
- C. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches (900 mm) below overlying construction.

## 3.3 PROTECTION

- A. Protect and maintain dewatering system during dewatering operations.
- B. Promptly repair damages to adjacent facilities caused by dewatering.

END OF SECTION 312319



## SECTION 321216 - ASPHALT PAVING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Cold milling of existing asphalt pavement.
  - 2. Hot-mix asphalt overlay.
  - 3. Asphalt curbs.
  - 4. Asphalt traffic-calming devices.

## 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
    - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
    - b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include technical data and tested physical and performance properties.
  - 2. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
  - 3. Job-Mix Designs: For each job mix proposed for the Work.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and testing agency.

- B. Material Certificates: For each paving material. Include statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.
- C. Material Test Reports: For each paving material, by a qualified testing agency.

#### 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of CT DOT for asphalt paving work.
  - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

#### 1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
  - 1. Prime Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
  - 2. Tack Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
  - 3. Slurry Coat: Comply with weather limitations in ASTM D 3910.
  - 4. Asphalt Base Course: Minimum surface temperature of 40 deg F (4.4 deg C) and rising at time of placement.
  - 5. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.6 deg C) at time of placement.

### PART 2 - PRODUCTS

#### 2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: ASTM D 242/D 242M, rock or slag dust, hydraulic cement, or other inert material.

## 2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320, PG 64-22.
- B. Asphalt Cement: ASTM D 3381/D 3381M for viscosity-graded material.
- C. Tack Coat: ASTM D 977 emulsified asphalt, or ASTM D 2397 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- D. Water: Potable.

## 2.3 AUXILIARY MATERIALS

- A. Sand: ASTM D 1073, Grade No. 2 or No. 3.

## 2.4 MIXES

- A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:
  1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
  2. Base Course: Per State DOT where project is located. Refer to drawings for additional information.
  3. Surface Course: Per State DOT where project is located. Refer to drawings for additional information.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
  2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).

3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

### 3.2 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
  1. Mill to a depth of 1-1/2 inches (38 mm).
  2. Mill to a uniform finished surface free of excessive gouges, grooves, and ridges.
  3. Control rate of milling to prevent tearing of existing asphalt course.
  4. Repair or replace curbs, manholes, and other construction damaged during cold milling.
  5. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
  6. Patch surface depressions deeper than 1 inch (25 mm) after milling, before wearing course is laid.
  7. Handle milled asphalt material according to approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."
  8. Keep milled pavement surface free of loose material and dust.
  9. Do not allow milled materials to accumulate on-site.

### 3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).
  1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

### 3.4 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
  2. Place hot-mix asphalt surface course in single lift.
  3. Spread mix at a minimum temperature of 250 deg F (121 deg C).

4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
  5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet (3 m) wide unless infill edge strips of a lesser width are required.
1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches (25 to 38 mm) from strip to strip to ensure proper compaction of mix along longitudinal joints.
  2. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

### 3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
1. Clean contact surfaces and apply tack coat to joints.
  2. Offset longitudinal joints, in successive courses, a minimum of 6 inches (150 mm).
  3. Offset transverse joints, in successive courses, a minimum of 24 inches (600 mm).
  4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
  5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
  6. Compact asphalt at joints to a density within 2 percent of specified course density.

### 3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  - 1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927, but not less than 94 percent or greater than 100 percent.
  - 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.7 ASPHALT CURBS

- A. Construct hot-mix asphalt curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust. Spread mix at a minimum temperature of 250 deg F (121 deg C).
  - 1. Asphalt Mix: Same as pavement surface-course mix.
- B. Place hot-mix asphalt to curb cross section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

### 3.8 ASPHALT TRAFFIC-CALMING DEVICES

- A. Construct hot-mix asphalt speed bumps, humps, and tables over compacted pavement surfaces. Apply a tack coat unless pavement surface is still tacky and free from dust. Spread mix at a minimum temperature of 250 deg F (121 deg C).
  - 1. Tack Coat Application: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m.)
  - 2. Asphalt Mix: Same as pavement surface-course mix.

3. Before installation, mill pavement that will be in contact with bottom of traffic-calming device. Mill to a depth of 1 inch (25 mm) from top of pavement to a clean, rough profile.
- B. Place and compact hot-mix asphalt to cross section indicated, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

### 3.9 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  1. Base Course: Plus or minus 1/2 inch (13 mm).
  2. Surface Course: Plus 1/4 inch (6 mm), no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:
  1. Base Course: 1/4 inch (6 mm).
  2. Surface Course: 1/8 inch (3 mm).
  3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch (6 mm).
- C. Asphalt Traffic-Calming Devices: Compact and form asphalt to produce the contour indicated and within a tolerance of plus or minus 1/8 inch (3 mm) of height indicated above pavement surface.

### 3.10 WASTE HANDLING

- A. General: Handle asphalt-paving waste according to approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."

END OF SECTION 321216

## SECTION 321313 - CONCRETE PAVING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section Includes:

- 1. Walks.
- 2. Curbs and gutters.

- B. Related Sections:

- 1. Section 033000 "Cast-in-Place Concrete" for general building applications of concrete.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- C. Other Action Submittals:
  - 1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified ready-mix concrete manufacturer.
- B. Material Certificates: For the following, from manufacturer:
  - 1. Cementitious materials.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Admixtures.



C. Material Test Reports: For each of the following:

1. Aggregates.

1.5 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").

- B. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.

1.6 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Use flexible or uniformly curved forms for curves with a radius of 100 feet (30.5 m) or less. Do not use notched and bent forms.

- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from galvanized-steel wire into flat sheets.

- B. Zinc Repair Material: ASTM A 780.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand and source throughout Project:

1. Portland Cement: ASTM C 150, Portland cement Type II.

- B. Normal-Weight Aggregates: ASTM C 33, Class 4S, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.
  - 1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: Potable and complying with ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

## 2.4 CURING MATERIALS

- A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- B. Water: Potable.
- C. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

## 2.5 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
  - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 4000 psi (27.6 MPa).
  - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
  - 3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.1 percent by weight of cement.
- D. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

## 2.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
  - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
  - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph (5 km/h).
  - 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
  - 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch (13 mm) according to requirements in Section 312000 "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.

### 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
  - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
  - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
  - 2. Provide tie bars at sides of paving strips where indicated.
- C. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch (10-mm) radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
    - a. Tolerance: Ensure that grooved joints are within 3 inches (75 mm) either way from centers of dowels.
- D. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch (10-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.

- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 (ACI 301M) by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement joint devices.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
  - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.
- L. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.

3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- M. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

### 3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

### 3.9 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
1. Elevation: 3/4 inch (19 mm).

2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
3. Surface: Gap below 10-foot-(3-m-)long, unlevelled straightedge not to exceed 1/2 inch (13 mm).
4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches (13 mm per 300 mm) of tie bar.
5. Joint Spacing: 3 inches (75 mm).
6. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
7. Joint Width: Plus 1/8 inch (3 mm), no minus.

### 3.10 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

## SECTION 321723 - PAVEMENT MARKINGS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes painted markings applied to asphalt pavement.

## 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to marking pavement including, but not limited to, the following:
    - a. Pavement aging period before application of pavement markings.
    - b. Review requirements for protecting pavement markings, including restriction of traffic during installation period.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include technical data and tested physical and performance properties.
- B. Shop Drawings: For pavement markings.
  - 1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.
  - 2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

## 1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of CT DOT for pavement-marking work.



1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

## 1.6 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 55 deg F (12.8 deg C) and not exceeding 95 deg F (35 deg C).

## PART 2 - PRODUCTS

### 2.1 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint: Epoxy resin complying with CT DOT requirements.
  1. Color: As indicated on Drawings and complying with CT DOT requirements.
- B. Glass Beads: Complying with CT DOT requirements.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.
- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

### 3.2 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow paving to age for a minimum of 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).
  1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond the stencil. Apply paint so that it cannot run beneath the stencil.
  2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal. (0.72 kg/L).

### 3.3 PROTECTING AND CLEANING

- A. Protect pavement markings from damage and wear during remainder of construction period.

- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 321723

## SECTION 321823 – COMBINATION SURFACE SYSTEM FOR NEW HOT ASPHALT TENNIS COURTS

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. This section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.
- B. Standards
  - 1. All work shall be done in accordance with American Sports Builders Association (A.S.B.A.).

## 1.2 SCOPE OF WORK

- A. Court surfaces shall be cleaned using a stiff bristle broom and gas powered blower or water based pressure spray unit capable of generating 2500 psi at the nozzle tip, to remove all dirt and debris.
- B. The work to be performed under this specification includes all labor, equipment, materials and supplies necessary for the installation of the tennis courts included in this contract.

## PART 2 - PRODUCTS

## 2.1 TENNIS COURT SURFACE MATERIAL

- A. Tennis Court Surfacing Materials shall be:
  - 1. Novacrylic, as manufactured by Nova Sports U.S.A., 6 Industrial Rd., Bldg. #2., Milford, MA 01757. 800-USA-NOVA
  - 2. Approved equal.
- B. All coatings shall be pure acrylic, containing no asphaltic or tar emulsions, nor any vinyl, alkyd or non-acrylic resins. The color system shall be factory-mixed compounds requiring only the addition of water at the jobsite except for the addition of sand to Novasurface. All materials shall be delivered to the jobsite in sealed containers with the manufacturer's label affixed.

## PART 3 - EXECUTION

## 3.1 APPLICATION

- A. New asphalt pavement shall cure for 14 days prior to application of any surfacing materials.

- B. Contractors must notify the Landscape Architect of all applications, 48 hours prior to installation.
- C. The surface to be coated shall be inspected and made sure to be free of grease, oil, dust, dirt and other foreign matter before starting work.
- D. The surface shall be flooded. Any ponding water remaining that is deep enough to cover the thickness of a five-cent piece shall be corrected using a patch mix consisting of Novabond, 50-mesh sand and Portland cement, as per manufacturer's directions. Depressions must be primed with a 50% dilution of Novabond and water prior to patching.
- E. Application shall proceed only if the surface is dry and clean and the temperature is at least fifty degrees (50°F) and rising, and the surface temperature is not in excess of one hundred forty degrees (140°F). Do not apply coatings when rain is imminent.
- F. Each coat in this system must dry completely before next application. Between each coat, inspect entire surface. Any defects should be repaired. Scrape surface to remove any lumps, and broom or blow off all loose matter.
- G. Using a neoprene rubber squeegee, apply one (1) coat of Novasurface acrylic resurfacer, diluted with one (1) part clean water to two (2) parts Novasurface. Clean, bagged sand shall be incorporated into the diluted Novasurface at the rate of five (5) to ten (10) Lbs. per gallon. Sand gradation shall be 50 to 60-mesh. Allow application to dry thoroughly.
- H. Using a neoprene rubber squeegee, apply two (2) coats of Novacrylic Combination Surface, diluted two (2) parts concentrated material to one (1) part clean water (colors to be designated by owner). Allow each application to dry thoroughly. The quantity of water used in diluting these coatings may exceed the quantity specified by only a small amount and only if coatings are drying too rapidly. Permission of the owner shall be obtained before adding additional water.

### 3.2 LINE MARKINGS

- A. Upon completion and acceptance of the tennis surface, this Contractor shall prepare and paint lines for tennis.
- B. All lines are to be applied by painting between masking tape with a paintbrush or roller, according to U.S.T.A specifications.
- C. Prime masked lines with Seal-A-Line. Allow application to dry.
- D. Paint lines with Novatex textured line paint. Allow application to dry.
- E. Remove masking tape immediately after lines are dry.
- F. Protect adjacent areas and structures (fences, posts, sidewalks, buildings, etc.), which are not to be coated. In the event that coatings are applied to above, remove immediately before drying is complete.

**3.3 COMPLETION**

- A. Upon completion, the contractor shall insure proper removal of all construction debris, surplus materials, empty containers and wash water, and shall leave the site in a condition acceptable to the owner. The court is to be left secure so as to prevent vandalism.

**3.4 LIMITATION**

- A. Apply coatings only when ambient temperature is 50 degrees F. and rising, and the surface temperature is not in excess of one hundred forty (140) degrees F.
- B. All NOVACRYLIC coatings are waterborne and cannot cure in cold temperatures or when subject to moisture. Care should be taken not to apply coatings when rain is forecast or sudden drop of temperature is expected. Climatic conditions such as very cool evenings and high dew points dictate that work should be completed early in the day so the coatings can be exposed to enough warm sunlight to form a film before sunset. The opposite applies during times of high heat, low humidity and drying breezes: under these conditions, work very early in the morning or very late in the day. If the product seems to be drying too fast in hot weather, mist the pavement with water to make the application easier. Care must be taken to allow each application to dry thoroughly prior to recoating.

END OF SECTION 321823

## SECTION 323113 - CHAIN LINK FENCES AND GATES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Chain-link fences.
  - 2. Gates: swing.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.
  - 1. Fence and gate posts, rails, and fittings.
  - 2. Chain-link fabric, reinforcements, and attachments.
  - 3. Accessories: Insert accessory.
  - 4. Gates and hardware.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show accessories, hardware, gate operation, and operational clearances.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified factory-authorized service representative.
- B. Product Certificates: For each type of chain-link fence, and gate, from manufacturer.
- C. Product Test Reports: For framing strength according to ASTM F 1043.
- D. Warranty: Sample of special warranty.

## 1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

## 1.6 WARRANTY

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

## PART 2 - PRODUCTS

### 2.1 CHAIN-LINK FENCE FABRIC

- A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with CLFMI Product Manual and with requirements indicated below:
  - 1. Fabric Height: 10 feet.
  - 2. Steel Wire Fabric: Wire with a diameter of 0.120 inch (3.05 mm).
    - a. Mesh Size: 1-3/4 inches (44 mm).
    - b. Zinc-Coated Fabric: ASTM A 392, Type II, Class 1, 1.2 oz./sq. ft. (366 g/sq. m) with zinc coating applied before weaving.
  - 3. Selvage: Twisted top and knuckled bottom.

### 2.2 FENCE FRAMING

- A. Posts and Rails: Comply with ASTM F 1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 based on the following:
  - 1. Fence Height: 10 feet.
  - 2. Heavy Industrial Strength: Material Group IA, round steel pipe, Schedule 40.
    - a. Line Post: 2.375 inches (60 mm) in diameter.
    - b. End, Corner and Pull Post: 2.875 inches (73 mm) in diameter.

3. Horizontal Framework Members: Intermediate, top, and bottom rails complying with ASTM F 1043.
  - a. Top Rail: 1.66 inches (42 mm) in diameter.
4. Brace Rails: Comply with ASTM F 1043.
5. Metallic Coating for Steel Framing:
  - a. Type A, consisting of not less than minimum 2.0-oz./sq. ft. (0.61-kg/sq. m) average zinc coating per ASTM A 123/A 123M or 4.0-oz./sq. ft. (1.22-kg/sq. m) zinc coating per ASTM A 653/A 653M.

## 2.3 TENSION WIRE

- A. Polymer-Coated Steel Wire: 0.177-inch-(4.5-mm-)diameter, tension wire complying with ASTM F 1664, Class 1 overzinc-coated steel wire.
  1. Color: Match chain-link fabric, complying with ASTM F 934.

## 2.4 SWING GATES

- A. General: Comply with ASTM F 900 for gate posts and single swing gate types.
  1. Gate Leaf Width: 36 inches (914 mm).
  2. Gate Fabric Height: More than 72 inches (1830 mm).
- B. Pipe and Tubing:
  1. Zinc-Coated Steel: Comply with ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framing.
  2. Gate Posts: Round tubular steel.
  3. Gate Frames and Bracing: Round tubular steel.
- C. Frame Corner Construction: Welded.
- D. Hardware:
  1. Hinges: 180-degree inward swing.
  2. Latches permitting operation from both sides of gate.
  3. Lock: Manufacturer's standard internal device.

## 2.5 FITTINGS

- A. General: Comply with ASTM F 626.
- B. Post Caps: Provide for each post.
  1. Provide line post caps with loop to receive tension wire or top rail.



- C. Rail and Brace Ends: For each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
  - 1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches (152 mm) long.
  - 2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails in the fence line-to-line posts.
- E. Tie Wires, Clips, and Fasteners: According to ASTM F 626.
  - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
    - a. Hot-Dip Galvanized Steel: 0.148-inch-(3.76-mm-) diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.
- F. Finish:
  - 1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. /sq. ft. (366 g /sq. m) zinc.

## 2.6 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.
  - 1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152.5 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

### 3.3 INSTALLATION, GENERAL

- A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements indicated.

### 3.4 CHAIN-LINK FENCE INSTALLATION

- A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
  - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
  - 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
    - a. Concealed Concrete: Top 2 inches (50 mm) below grade to allow covering with surface material.
- C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567.
- D. Line Posts: Space line posts uniformly at 10 feet (3 m) o.c.
- E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts.
  - 1. Locate horizontal braces at midheight of fabric 72 inches (1830 mm) or higher, on fences with top rail and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- F. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch-(3.05-mm-)diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches (610 mm) o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:
  - 1. Extended along top and bottom of fence fabric. Install top tension wire through post cap loops. Install bottom tension wire within 6 inches (152 mm) of bottom of fabric and tie to each post with not less than same diameter and type of wire.
- G. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- H. Intermediate and Bottom Rails: Install and secure to posts with fittings.

- I. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1 inch (25.4 mm) between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches (380 mm) o.c.
- K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
  - 1. Maximum Spacing: Tie fabric to line posts at 12 inches (300 mm) o.c. and to braces at 24 inches (610 mm) o.c.
- L. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side.

### 3.5 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

### 3.6 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware and other moving parts.

END OF SECTION 323113

## SECTION 334000 - Storm Drainage Utilities

## PART 1 – GENERAL

## 1.01 DESCRIPTION

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Wherever reference is made to the DOT Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 816, most recent edition, as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.
- C. Wherever reference is made to the Waterbury Standards, it shall mean the latest revision of the standard details and specifications prepared by the City of Waterbury.

## 1.02 SUMMARY

- A. Section Includes:
  - 1. Pipe and fittings.
  - 2. Catch basins.

## 1.03 QUALITY ASSURANCE

- A. Qualifications of installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

## 1.04 DEFINITIONS

- A. HDPE: High density polyethylene.
- B. PE: Polyethylene.
- C. PP: Polypropylene.
- D. PVC: Polyvinyl chloride plastic.
- E. RCP: Reinforced concrete piping.

**1.05 REFERENCE STANDARDS**

- A. American Association of State Highway and Transportation Officials (AASHTO)
  - 1. AASHTO LRFD Bridge Design Specifications Section 3 – Loads and Load Factors.
  - 2. AASHTO LRFD Bridge Design Specifications Section 12 – Buried Structures and Tunnel Liners.
  - 3. AASHTO M 43 – Standard Specification for Sizes of Aggregate for Road and Bridge Construction.
  - 4. AASHTO M 288 – Standard Specification for Geotextile Specification for Highway Applications.
  - 5. AASHTO M 294 – Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm Diameter.
- B. American Society for Testing and Materials (ASTM)
  - 1. ASTM D 2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
  - 2. ASTM F 2306 – Standard Specification for 12 to 60 in. [300 to 1500 mm] Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications.

**1.06 PERFORMANCE REQUIREMENTS**

- A. Gravity-Flow, Nonpressure Drainage-Piping Pressure Rating: At least equal to test pressure. Pipe joints shall be at least silt tight, unless otherwise indicated.
- B. Precast concrete structures shall comply with ASTM C 890 Standard Practice for Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.

**1.07 ACTION SUBMITTALS**

- A. Product Specifications for the following:
  - 1. Storm Drainage Pipe
- B. Shop Drawings:
  - 1. Catch Basins: Include plans, elevations, sections, details, frames, and covers. Include design calculations and concrete design-mix report.

**1.08 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Show pipe sizes, locations, and elevations. Show other piping in same trench and clearances from storm drainage system piping. Indicate interface and spatial relationship between catch basins, piping, and proximate structures.

- B. Field quality-control reports.

#### 1.09 QUALITY ASSURANCE

- A. Regulatory Agency Approvals:

1. Environmental agency compliance: Comply with regulations pertaining to storm drainage systems.
2. Utility Compliance: Comply with regulations pertaining to storm drainage systems. Include standards of water and other utilities where appropriate.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation, to protect the work and materials of all other trades, and to protect all objects designated to remain.
- B. Delivery and Storage: Deliver all materials to the job site in their original containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturers' recommendations as accepted by the Architect.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the acceptance of the Architect and at no additional cost to the Owner.
- D. Contractor shall check all materials upon delivery.
- E. Contractor shall check for shipping damage prior to installation. Units that have been damaged must not be installed. Contractor shall contact manufacturer immediately upon discovery of any damage.

#### 1.11 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:

**PART 2 – PRODUCTS****2.01 CATCH BASINS****A. Standard Precast Concrete Catch Basins:**

1. Description: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
2. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
3. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated.
4. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
5. Catch Basin Trap with Backing Plate: Provide on outlet pipe of catch basins, where indicated. Provide aluminum or cast-iron trap with stainless steel fasteners. Size trap to accommodate pipe taking into account pipe orientation. Should field conditions preclude use of standard trap, Contractor to provide alternate solution for review and approval by Engineer.

**B. Frames and Grates:**

1. Provide standard DOT bar grate dimensions. Frame and grate to be galvanized steel in accordance with M.06.03.

**2.02 BEDDING, BASE, COVER, AND BACKFILL MATERIALS**

- A. Crushed stone for bedding shall be sound, tough and durable; it shall be free from soft, thin elongated, or laminated pieces and vegetable or other deleterious substances. Grading Article M.01.01, DOT Specifications.
- B. Suitable Backfill Material: See Section 31 20 00 – Earth Moving.

**PART 3 – EXECUTION****3.01 EARTHWORK**

- A. Excavation, trenching, and backfilling are specified in Section 312000 - Earth Moving

**3.02 PREPARATION****A. General**

1. Installing contractors are required to use and understand the latest manufacturer's installation instructions prior to beginning system installation.

- a. See Section 1.07 for manufacturer preinstallation meeting information.
- b. Products must be designed and installed in accordance with the manufacturer's minimum requirements. Failure to do so will void the manufacturer's limited warranty.
2. The contractor shall install all drainage structures in the locations shown on the design engineer's drawings and/or as approved by the Owner. Pipe shall be of the type and sizes specified on the drawings and shall be laid accurately to line and grade. Structures shall be accurately located and properly oriented.
3. Drainage structures shall be inspected prior to installation and any defective or damaged product shall be replaced accordingly.
4. Contact local underground utility companies prior to construction.
5. The contractor must apply erosion and sediment control measures to protect the stormwater system during all phases of site construction per local codes and design engineer's specifications.

**B. Site Preparation**

1. Excavation must be free of standing water. Dewatering measures must be taken if required.
2. Prepare the structure's subgrade soil as outlined in the engineer's drawings. Requirement for subgrade soil bearing capacity should meet or exceed the chamber manufacturer's required allowable subgrade soil bearing capacity. The contractor must report any discrepancies with subgrade soil's bearing capacity to the design engineer.

**3.03 PIPING INSTALLATION**

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. When installing pipe under streets or other obstructions that cannot be disturbed, use pipe-jacking process of microtunneling.



### 3.04 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure drainage piping according to the following:
  - 1. Join reinforced-concrete sewer piping according to ACPA's "Concrete Pipe Installation Manual" for rubber-gasketed joints.
  - 2. Join dissimilar pipe materials with nonpressure-type flexible couplings.

### 3.05 CATCH BASIN INSTALLATION

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates flush with surrounding surface to allow for stormwater interception.

### 3.06 CONNECTIONS

- A. Connect nonpressure, gravity-flow drainage piping in building's storm building drains specified in Section 221413 "Facility Storm Drainage Piping."
- B. Pipe couplings, expansion joints, and deflection fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
  - 1. Use nonpressure-type flexible couplings where required to join gravity-flow, nonpressure sewer piping unless otherwise indicated.
    - a. Unshielded flexible couplings for same or minor difference OD pipes.
    - b. Unshielded, increaser/reducer-pattern, flexible couplings for pipes with different OD.
    - c. Ring-type flexible couplings for piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.

### 3.07 IDENTIFICATION

- A. Materials and their installation are specified in Section 312000 "Earth Moving." Arrange for installation of detectable warning tape 18 to 24 inches directly over piping and at outside edge of underground structures.

### 3.08 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.

1. Submit separate reports for each system inspection.
  2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
1. Do not enclose, cover, or put into service before inspection and approval.
  2. Test completed piping systems according to requirements of authorities having jurisdiction.
  3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
  4. Submit separate report for each test.
- C. Damage and/or leaks constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

### 3.09 CLEANING

- A. Clean interior of piping of dirt and superfluous materials. Flush with potable water.

### 3.10 AS-BUILT DRAWINGS

- A. The Contractor shall provide as-built drawings including as-built ties and markups on a monthly basis. As work progresses, all construction activities shall be documented. The record documents shall include:
1. Location, elevation, and type (size and quantity) of installed underground utilities and piping.
  2. The Contractor shall hire the services of a surveyor licensed in the state where the work is being performed to determine parameters stated above of completed work and record the

results and update the electronic files. As-builts shall include lateral and vertical (depth) locations of all utilities at 50 foot increments.

3. Document installation with photographs in digital format, especially but not limited to, installation, joining of dissimilar materials, bedding material, and pipe connections to buildings and structures.
4. Final documents (drawings and electronic files in AutoCAD format, latest edition), shall be submitted to the designated Owner's Representative not later than 30 days after substantial completion of the project. All comments shall be incorporated to the final documents within 14 days after receiving them from the Owner's Representative. The final record set (hard copy and electronic files) shall be submitted to the Owner's Representative.

END OF SECTION

**ATTACHMENT A-2**

Project plans, specifications, drawings, supplemental conditions, consisting of Drawings prepared by Architect Friar Associates Inc., entitled Wilby High School & North End Middle School dated 12-30-16 , issued for bid 2-27-17 (S1.0-S4.1); Crosby High School & Wallace Middle School Parking Lot & Tennis Court 12.30-16-Issued for Bid2-27-17(S1.0-S4.1 and /H.S. Chase Elementary School Parking Lot Improvements 12-30-16 For Bid 2-27.17(S1.1-S4.1) consisting of 22 pages.

# H.S. CHASE ELEMENTARY SCHOOL

40 WOODTICK ROAD  
WATERBURY, CT 06705

PARKING LOT IMPROVEMENTS  
CONSTRUCTION DOCUMENTS  
DECEMBER 30, 2016  
ISSUED TO BID: FEBRUARY 27, 2017

## ARCHITECT

FRIAR ASSOCIATES INC.  
281 FARMINGTON AVENUE  
FARMINGTON, CONNECTICUT 06032

MAYOR  
NEIL O'LEARY

## SURVEYOR

MARTINEZ COUCH & ASSOCIATES, LLC  
1084 CROMWELL AVE  
SUITE - A-2  
ROCKY HILL, CT 06067

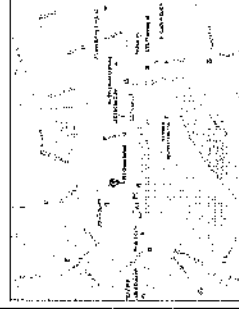
SUPERINTENDENT OF SCHOOLS  
DR. KATHLEEN M. OUELLETTE

BOARD OF EDUCATION  
ELIZABETH C. BROWN, PRESIDENT  
FLEX M. RODRIGUEZ, VICE PRESIDENT  
KAREN E. HARVEY  
JUANITA P. HERNANDEZ  
CHARLES E. PAGANO  
CHARLES L. STANGO  
ANN M. SWEENEY  
JOHN THERIAULT  
JASON VAN STONE  
THOMAS VAN STONE SR.

## INDEX OF DRAWINGS

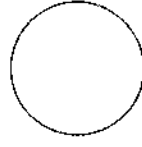
COVER SHEET

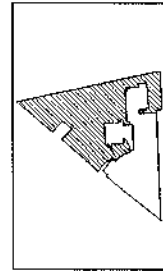
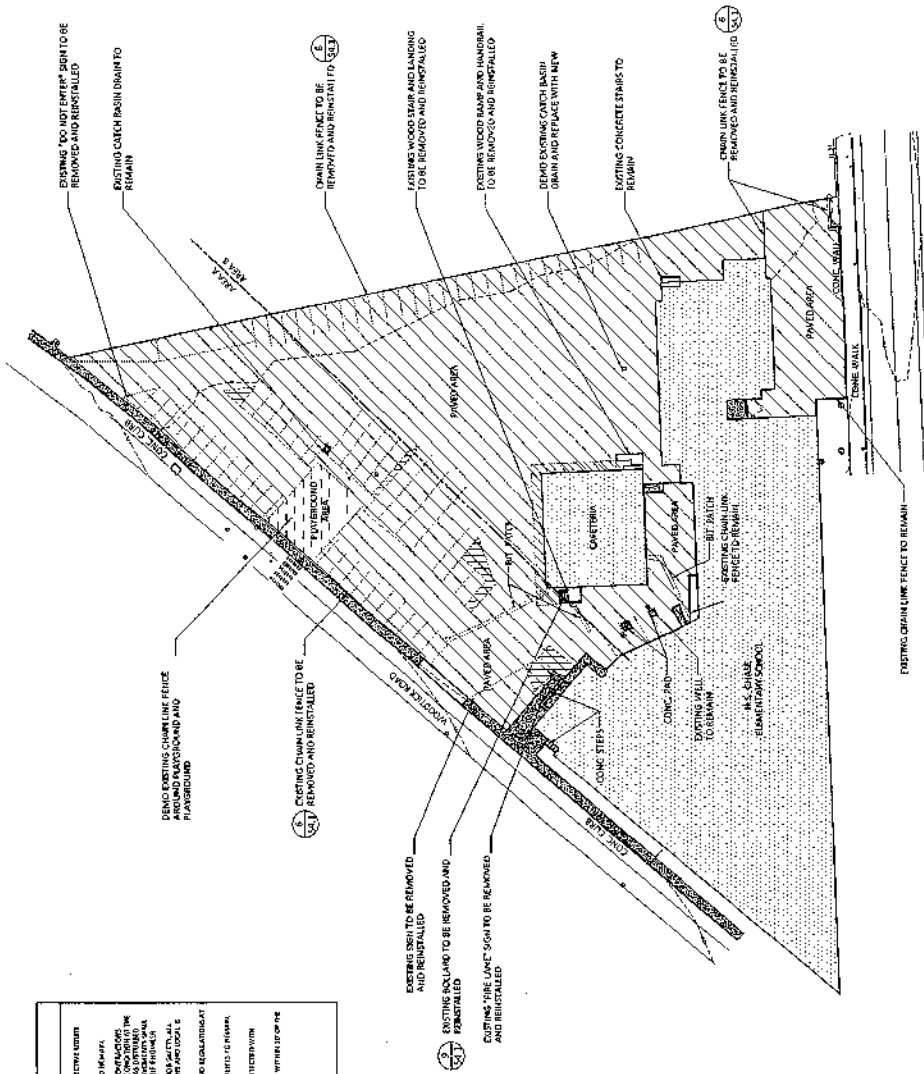
11.2 SITE PLAN  
11.3 SITE PLAN  
11.4 SITE PLAN  
11.5 SITE PLAN  
11.6 SITE PLAN  
11.7 SITE PLAN  
11.8 SITE PLAN  
11.9 SITE PLAN  
11.10 SITE PLAN  
11.11 SITE PLAN  
11.12 SITE PLAN  
11.13 SITE PLAN  
11.14 SITE PLAN  
11.15 SITE PLAN  
11.16 SITE PLAN  
11.17 SITE PLAN  
11.18 SITE PLAN  
11.19 SITE PLAN  
11.20 SITE PLAN  
11.21 SITE PLAN  
11.22 SITE PLAN  
11.23 SITE PLAN  
11.24 SITE PLAN  
11.25 SITE PLAN  
11.26 SITE PLAN  
11.27 SITE PLAN  
11.28 SITE PLAN  
11.29 SITE PLAN  
11.30 SITE PLAN  
11.31 SITE PLAN  
11.32 SITE PLAN  
11.33 SITE PLAN  
11.34 SITE PLAN  
11.35 SITE PLAN  
11.36 SITE PLAN  
11.37 SITE PLAN  
11.38 SITE PLAN  
11.39 SITE PLAN  
11.40 SITE PLAN  
11.41 SITE PLAN  
11.42 SITE PLAN  
11.43 SITE PLAN  
11.44 SITE PLAN  
11.45 SITE PLAN  
11.46 SITE PLAN  
11.47 SITE PLAN  
11.48 SITE PLAN  
11.49 SITE PLAN  
11.50 SITE PLAN  
11.51 SITE PLAN  
11.52 SITE PLAN  
11.53 SITE PLAN  
11.54 SITE PLAN  
11.55 SITE PLAN  
11.56 SITE PLAN  
11.57 SITE PLAN  
11.58 SITE PLAN  
11.59 SITE PLAN  
11.60 SITE PLAN  
11.61 SITE PLAN  
11.62 SITE PLAN  
11.63 SITE PLAN  
11.64 SITE PLAN  
11.65 SITE PLAN  
11.66 SITE PLAN  
11.67 SITE PLAN  
11.68 SITE PLAN  
11.69 SITE PLAN  
11.70 SITE PLAN  
11.71 SITE PLAN  
11.72 SITE PLAN  
11.73 SITE PLAN  
11.74 SITE PLAN  
11.75 SITE PLAN  
11.76 SITE PLAN  
11.77 SITE PLAN  
11.78 SITE PLAN  
11.79 SITE PLAN  
11.80 SITE PLAN  
11.81 SITE PLAN  
11.82 SITE PLAN  
11.83 SITE PLAN  
11.84 SITE PLAN  
11.85 SITE PLAN  
11.86 SITE PLAN  
11.87 SITE PLAN  
11.88 SITE PLAN  
11.89 SITE PLAN  
11.90 SITE PLAN  
11.91 SITE PLAN  
11.92 SITE PLAN  
11.93 SITE PLAN  
11.94 SITE PLAN  
11.95 SITE PLAN  
11.96 SITE PLAN  
11.97 SITE PLAN  
11.98 SITE PLAN  
11.99 SITE PLAN  
11.100 SITE PLAN



## SITE LOCATION MAP

SET NUMBER



[illegible]

### KEY PLAN

**SITE DEMOLITION PLAN**  
SCALE: 1/4" = 1'

### SITE DETAILS

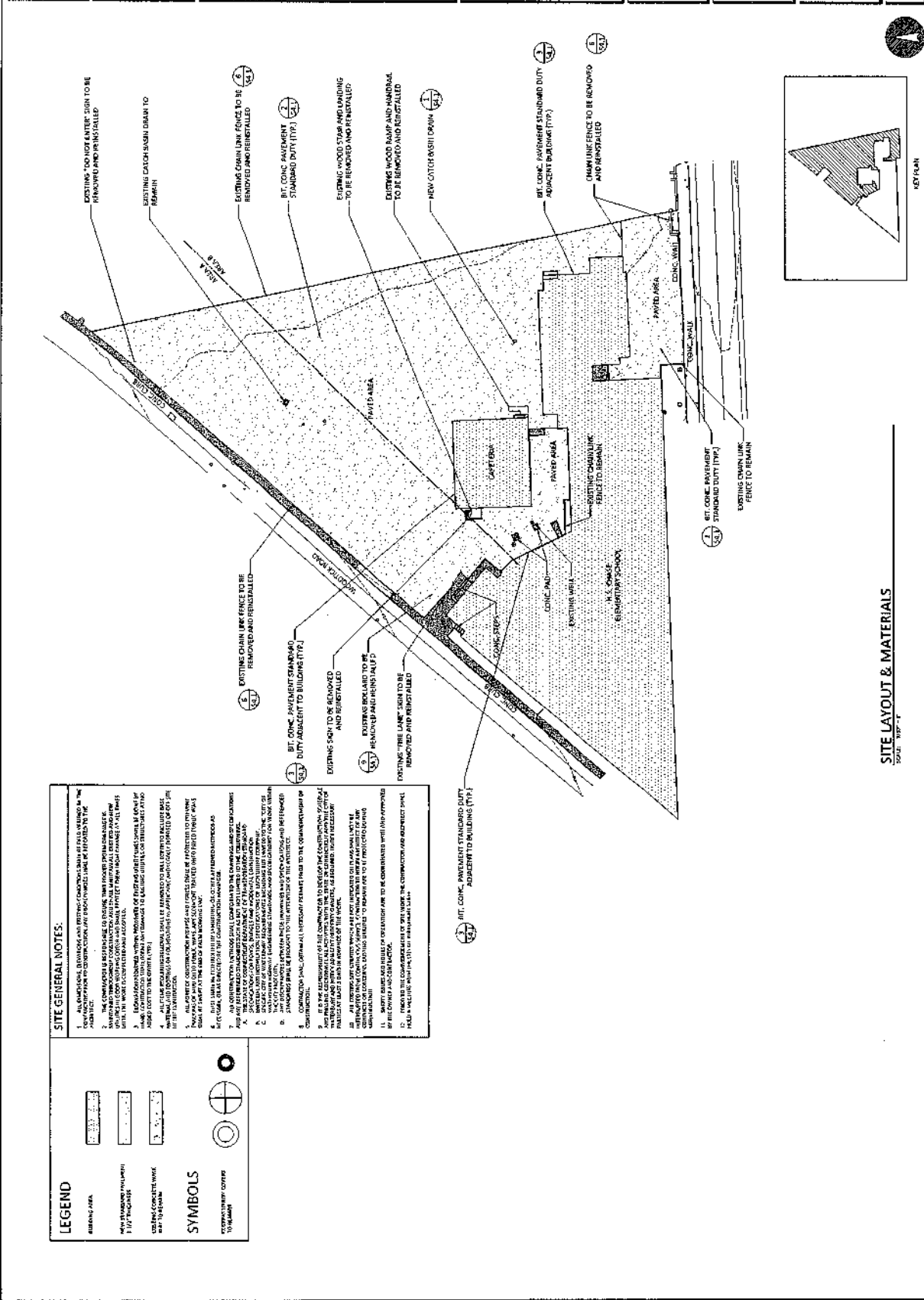
**SHEET NO.**  
**S1.1**

FRIDAY  
MARCH 11, 2011

PAYING FOR IMPROVEMENTS  
H.S. CHASE  
ELEMENTARY SCHOOL

# SITE DEMOLITION PLAN

DATE: 12-23-2015  
O'DONNELL BY: [Signature]  
SCALE: 1/8" = 1'-0"  
DRAWN BY: [Signature]  
PROJECT NO. 2014-0525  
SHEET NO. 05/05



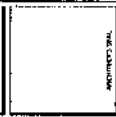
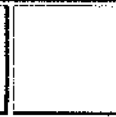
DATE: 12-20-08  
 DRAWN BY: [unintelligible]  
 SCALE: 1/8" = 1'-0"  
 REVIEWED BY: [unintelligible]  
 PROJECT NO. 2008-055

REVISIONS

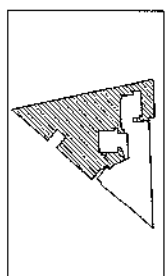
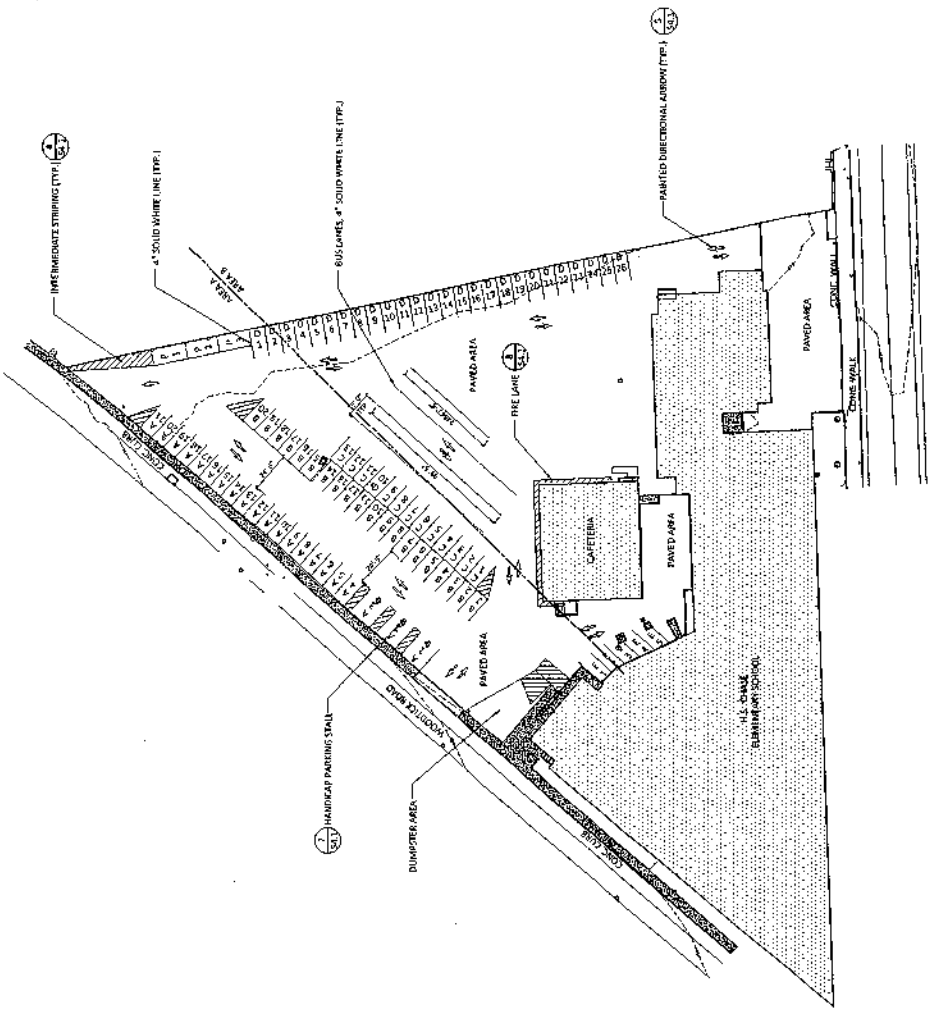
NO.	DATE	DESCRIPTION
1	12-20-08	ISSUED FOR PERMIT

# SITE STRIPING

PARKING LOT IMPROVEMENTS  
 H.S. CHASE  
 ELEMENTARY SCHOOL  
 40 WOODRICK ROAD  
 WATERBURY, CT 06705



PROJECT NO. 2008-055  
 SHEET NO. S3.1  
 1



SITE STRIPING  
 SCALE: 1/8" = 1'-0"

REF PLAN



CHAIN LINK FENCE

# CROSBY HIGH SCHOOL & WALLACE MIDDLE SCHOOL

300 PIERPONT ROAD  
WATERBURY, CT 06705

PARKING LOT & TENNIS COURTS IMPROVEMENTS  
CONSTRUCTION DOCUMENTS  
DECEMBER 30, 2016

ISSUED TO BID: FEBRUARY 27, 2017

## ARCHITECT

FRIAR ASSOCIATES INC.  
281 FARMINGTON AVENUE  
FARMINGTON, CONNECTICUT 06032

MAYOR  
NEIL O'LEARY

SUPERINTENDENT OF SCHOOLS  
DR. KATHLEEN M. OUELLETTE

## SURVEYOR

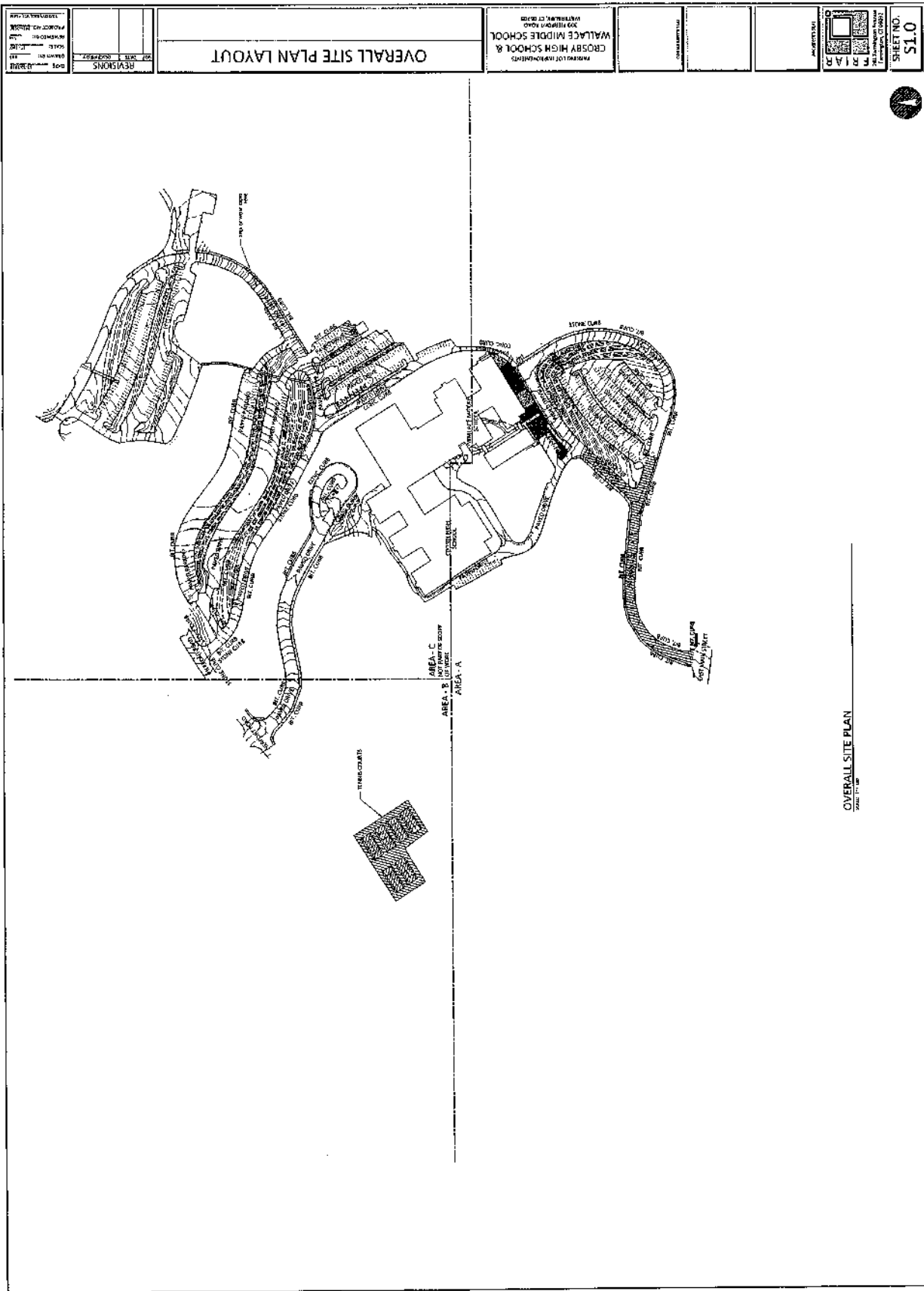
MARTINEZ COUCH & ASSOCIATES, LLC  
1084 CROMWELL AVE  
SUITE - A-2  
ROCKY HILL, CT 06067

## BOARD OF EDUCATION

ELIZABETH C. BROWN, PRESIDENT  
FLEX M. RODRIGUEZ, VICE PRESIDENT  
KAREN E. HARVEY  
JUANITA P. HERNANDEZ  
CHARLES E. PAGANO  
ANN M. SWEENEY  
JOHN THERIAULT  
JASON VAN STONE  
THOMAS VAN STONE SR.

### INDEX OF DRAWINGS

NO. 1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000  
1001  
1002  
1003  
1004  
1005  
1006  
1007  
1008  
1009  
1010  
1011  
1012  
1013  
1014  
1015  
1016  
1017  
1018  
1019  
1020  
1021  
1022  
1023  
1024  
1025  
1026  
1027  
1028  
1029  
1030  
1031  
1032  
1033  
1034  
1035  
1036  
1037  
1038  
1039  
1040  
1041  
1042  
1043  
1044  
1045  
1046  
1047  
1048  
1049  
1050  
1051  
1052  
1053  
1054  
1055  
1056  
1057  
1058  
1059  
1060  
1061  
1062  
1063  
1064  
1065  
1066  
1067  
1068  
1069  
1070  
1071  
1072  
1073  
1074  
1075  
1076  
1077  
1078  
1079  
1080  
1081  
1082  
1083  
1084  
1085  
1086  
1087  
1088  
1089  
1090  
1091  
1092  
1093  
1094  
1095  
1096  
1097  
1098  
1099  
1100  
1101  
1102  
1103  
1104  
1105  
1106  
1107  
1108  
1109  
1110  
1111  
1112  
1113  
1114  
1115  
1116  
1117  
1118  
1119  
1120  
1121  
1122  
1123  
1124  
1125  
1126  
1127  
1128  
1129  
1130  
1131  
1132  
1133  
1134  
1135  
1136  
1137  
1138  
1139  
1140  
1141  
1142  
1143  
1144  
1145  
1146  
1147  
1148  
1149  
1150  
1151  
1152  
1153  
1154  
1155  
1156  
1157  
1158  
1159  
1160  
1161  
1162  
1163  
1164  
1165  
1166  
1167  
1168  
1169  
1170  
1171  
1172  
1173  
1174  
1175  
1176  
1177  
1178  
1179  
1180  
1181  
1182  
1183  
1184  
1185  
1186  
1187  
1188  
1189  
1190  
1191  
1192  
1193  
1194  
1195  
1196  
1197  
1198  
1199  
1200  
1201  
1202  
1203  
1204  
1205  
1206  
1207  
1208  
1209  
1210  
1211  
1212  
1213  
1214  
1215  
1216  
1217  
1218  
1219  
1220  
1221  
1222  
1223  
1224  
1225  
1226  
1227  
1228  
1229  
1230  
1231  
1232  
1233  
1234  
1235  
1236  
1237  
1238  
1239  
1240  
1241  
1242  
1243  
1244  
1245  
1246  
1247  
1248  
1249  
1250  
1251  
1252  
1253  
1254  
1255  
1256  
1257  
1258  
1259  
1260  
1261  
1262  
1263  
1264  
1265  
1266  
1267  
1268  
1269  
1270  
1271  
1272  
1273  
1274  
1275  
1276  
1277  
1278  
1279  
1280  
1281  
1282  
1283  
1284  
1285  
1286  
1287  
1288  
1289  
1290  
1291  
1292  
1293  
1294  
1295  
1296  
1297  
1298  
1299  
1300  
1301  
1302  
1303  
1304  
1305  
1306  
1307  
1308  
1309  
1310  
1311  
1312  
1313  
1314  
1315  
1316  
1317  
1318  
1319  
1320  
1321  
1322  
1323  
1324  
1325  
1326  
1327  
1328  
1329  
1330  
1331  
1332  
1333  
1334  
1335  
1336  
1337  
1338  
1339  
1340  
1341  
1342  
1343  
1344  
1345  
1346  
1347  
1348  
1349  
1350  
1351  
1352  
1353  
1354  
1355  
1356  
1357  
1358  
1359  
1360  
1361  
1362  
1363  
1364  
1365  
1366  
1367  
1368  
1369  
1370  
1371  
1372  
1373  
1374  
1375  
1376  
1377  
1378  
1379  
1380  
1381  
1382  
1383  
1384  
1385  
1386  
1387  
1388  
1389  
1390  
1391  
1392  
1393  
1394  
1395  
1396  
1397  
1398  
1399  
1400  
1401  
1402  
1403  
1404  
1405  
1406  
1407  
1408  
1409  
1410  
1411  
1412  
1413  
1414  
1415  
1416  
1417  
1418  
1419  
1420  
1421  
1422  
1423  
1424  
1425  
1426  
1427  
1428  
1429  
1430  
1431  
1432  
1433  
1434  
1435  
1436  
1437  
1438  
1439  
1440  
1441  
1442  
1443  
1444  
1445  
1446  
1447  
1448  
1449  
1450  
1451  
1452  
1453  
1454  
1455  
1456  
1457  
1458  
1459  
1460  
1461  
1462  
1463  
1464  
1465  
1466  
1467  
1468  
1469  
1470  
1471  
1472  
1473  
1474  
1475  
1476  
1477  
1478  
1479  
1480  
1481  
1482  
1483  
1484  
1485  
1486  
1487  
1488  
1489  
1490  
1491  
1492  
1493  
1494  
1495  
1496  
1497  
1498  
1499  
1500  
1501  
1502  
1503  
1504  
1505  
1506  
1507  
1508  
1509  
1510  
1511  
1512  
1513  
1514  
1515  
1516  
1517  
1518  
1519  
1520  
1521  
1522  
1523  
1524  
1525  
1526  
1527  
1528  
1529  
1530  
1531  
1532  
1533  
1534  
1535  
1536  
1537  
1538  
1539  
1540  
1541  
1542  
1543  
1544  
1545  
1546  
1547  
1548  
1549  
1550  
1551  
1552  
1553  
1554  
1555  
1556  
1557  
1558  
1559  
1560  
1561  
1562  
1563  
1564  
1565  
1566  
1567  
1568  
1569  
1570  
1571  
1572  
1573  
1574  
1575  
1576  
1577  
1578  
1579  
1580  
1581  
1582  
1583  
1584  
1585  
1586  
1587  
1588  
1589  
1590  
1591  
1592  
1593  
1594  
1595  
1596  
1597  
1598  
1599  
1600  
1601  
1602  
1603  
1604  
1605  
1606  
1607  
1608  
1609  
1610  
1611  
1612  
1613  
1614  
1615  
1616  
1617  
1618  
1619  
1620  
1621  
1622  
1623  
1624  
1625  
1626  
1627  
1628  
1629  
1630  
1631  
1632  
1633  
1634  
1635  
1636  
1637  
1638  
1639  
1640  
1641  
1642  
1643  
1644  
1645  
1646  
1647  
1648  
1649  
1650  
1651  
1652  
1653  
1654  
1655  
1656  
1657  
1658  
1659  
1660  
1661  
1662  
1663  
1664  
1665  
1666  
1667  
1668  
1669  
1670  
1671  
1672  
1673  
1674  
1675  
1676  
1677  
1678  
1679  
1680  
1681  
1682  
1683  
1684  
1685  
1686  
1687  
1688  
1689  
1690  
1691  
1692  
1693  
1694  
1695  
1696  
1697  
1698  
1699  
1700  
1701  
1702  
1703  
1704  
1705  
1706  
1707  
1708  
1709  
1710  
1711  
1712  
1713  
1714  
1715  
1716  
1717  
1718  
1719  
1720  
1721  
1722  
1723  
1724  
1725  
1726  
1727  
1728  
1729  
1730  
1731  
1732  
1733  
1734  
1735  
1736  
1737  
1738  
1739  
1740  
1741  
1742  
1743  
1744  
1745  
1746  
1747  
1748  
1749  
1750  
1751  
1752  
1753  
1754  
1755  
1756  
1757  
1758  
1759  
1760  
1761  
1762  
1763  
1764  
1765  
1766  
1767  
1768  
1769  
1770  
1771  
1772  
1773  
1774  
1775  
1776  
1777  
1778  
1779  
1780  
1781  
1782  
1783  
1784  
1785  
1786  
1787  
1788  
1789  
1790  
1791  
1792  
1793  
1794  
1795  
1796  
1797  
1798  
1799  
1800  
1801  
1802  
1803  
1804  
1805  
1806  
1807  
1808  
1809  
1810  
1811  
1812  
1813  
1814  
1815  
1816  
1817  
1818  
1819  
1820  
1821  
1822  
1823  
1824  
1825  
1826  
1827  
1828  
1829  
1830  
1831  
1832  
1833  
1834  
1835  
1836  
1837  
1838  
1839  
1840  
1841  
1842  
1843  
1844  
1845  
1846  
1847  
1848  
1849  
1850  
1851  
1852  
1853  
1854  
1855  
1856  
1857  
1858  
1859  
1860  
1861  
1862  
1863  
1864  
1865  
1866  
1867  
1868  
1869  
1870  
1871  
1872  
1873  
1874  
1875  
1876  
1877  
1878  
1879  
1880  
1881  
1882  
1883  
1884  
1885  
1886  
1887  
1888  
1889  
1890  
1891  
1892  
1893  
1894  
1895  
1896  
1897  
1898  
1899  
1900  
1901  
1902  
1903  
1904  
1905  
1906  
1907  
1908  
1909  
1910  
1911  
1912  
1913  
1914  
1915  
1916  
1917  
1918  
1919  
1920  
1921  
1922  
1923  
1924  
1925  
1926  
1927  
1928  
1929  
1930  
1931  
1932  
1933  
1934  
1935  
1936  
1937  
1938  
1939  
1940  
1941  
1942  
1943  
1944  
1945  
1946  
1947  
1948  
1949  
1950  
1951  
1952  
1953  
1954  
1955  
1956  
1957  
1958  
1959  
1960  
1961  
1962  
1963  
1964  
1965  
1966  
1967  
1968  
1969  
1970  
1971  
1972  
1973  
1974  
1975  
1976  
1977  
1978  
1979  
1980  
1981  
1982  
1983  
1984  
1985  
1986  
1987  
1988  
1989  
1990  
1991  
1992  
1993  
1994  
1995  
1996  
1997  
1998  
1999  
2000  
2001  
2002  
2003  
2004  
2005  
2006  
2007  
2008  
2009  
2010  
2011  
2012  
2013  
2014  
2015  
2016  
2017  
2018  
2019  
2020  
2021  
2022  
2023  
2024  
2025  
2026  
2027  
2028  
2029  
2030  
2031  
2032  
2033  
2034  
2035  
2036  
2037  
2038  
2039  
2040  
2041  
2042  
2043  
2044  
2045  
2046  
2047  
2048  
2049  
2050  
2051  
2052  
2053  
2054  
2055  
2056  
2057  
2058  
2059  
2060  
2061  
2062  
2063  
2064  
2065  
2066  
2067  
2068  
2069  
2070  
2071  
2072  
2073  
2074  
2075  
2076  
2077  
2078  
2079  
2080  
2081  
2082  
2083  
2084  
2085  
2086  
2087  
2088  
2089  
2090  
2091  
2092  
2093  
2094  
2095  
2096  
2097  
2098  
2099  
2100  
2101  
2102  
2103  
2104  
2105  
2106  
2107  
2108  
2109  
2110  
2111  
2112  
2113  
2114  
2115  
2116  
2117  
211



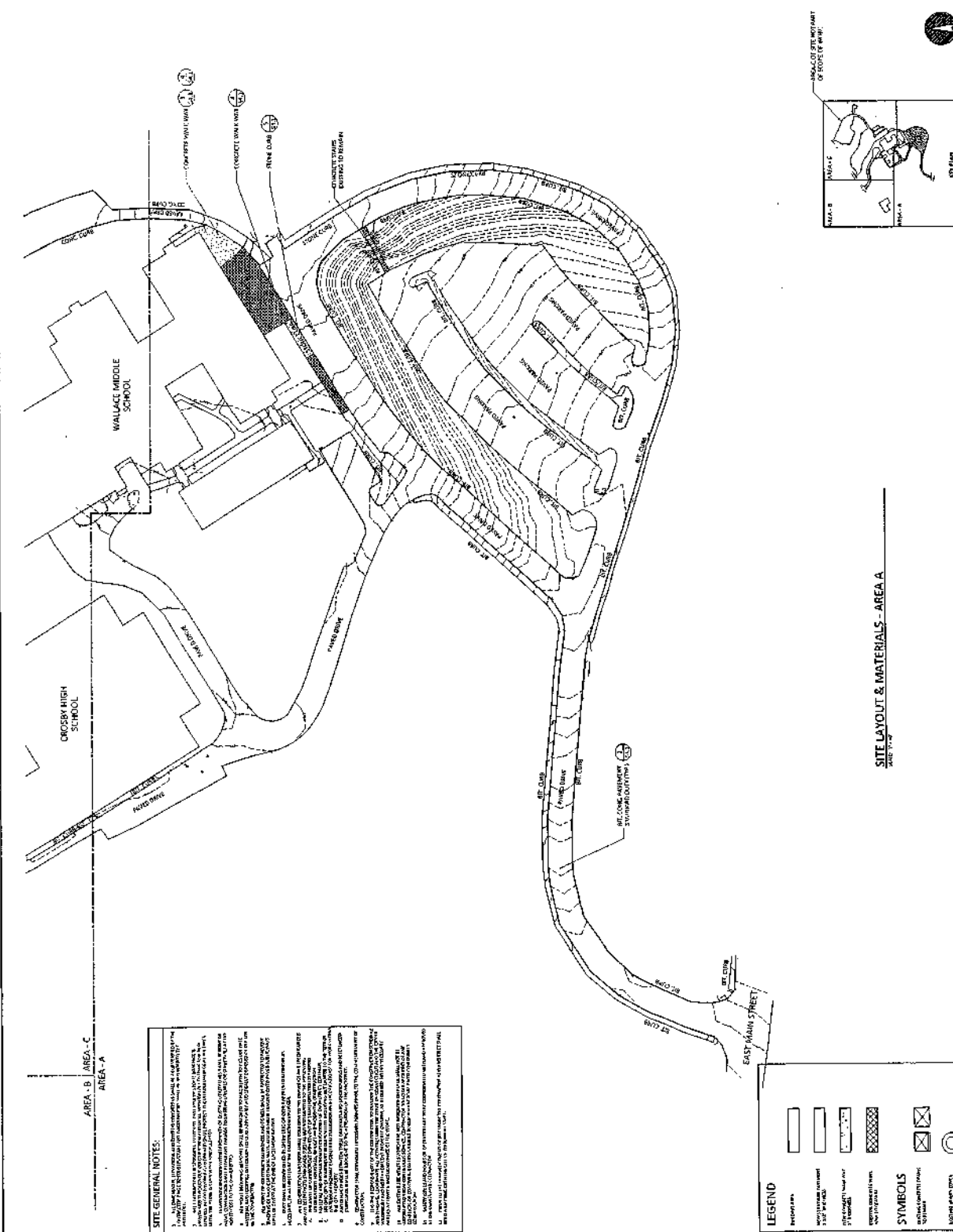
<b>OVERALL SITE PLAN LAYOUT</b>		<b>CROSBY HIGH SCHOOL &amp; WALLACE MIDDLE SCHOOL</b> 300 HIGHLAND ROAD WALLACE, CT 06492		<b>REVISIONS</b> NO. DATE DESCRIPTION 1 11/1/88		<b>PROJECT INFORMATION</b> PROJECT NO. 1000 SCALE 1/8" = 1'-0" DRAWN BY JLD CHECKED BY JLD		<b>DATE</b> 11/1/88	
---------------------------------	--	---	--	---	--	--	--	------------------------	--

1

OVERALL SITE PLAN  
SCALE 1/8" = 1'-0"







**SITE LAYOUT & MATERIALS - AREA A**

-DEAL OF SITE NOT PART  
OF 500 PS (F 4440).

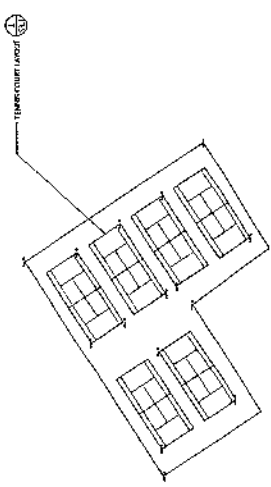
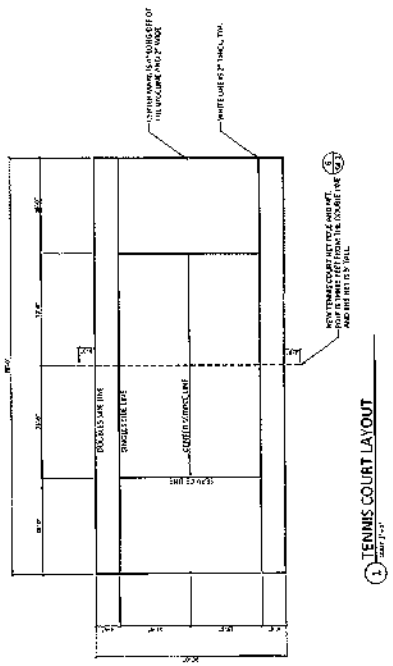
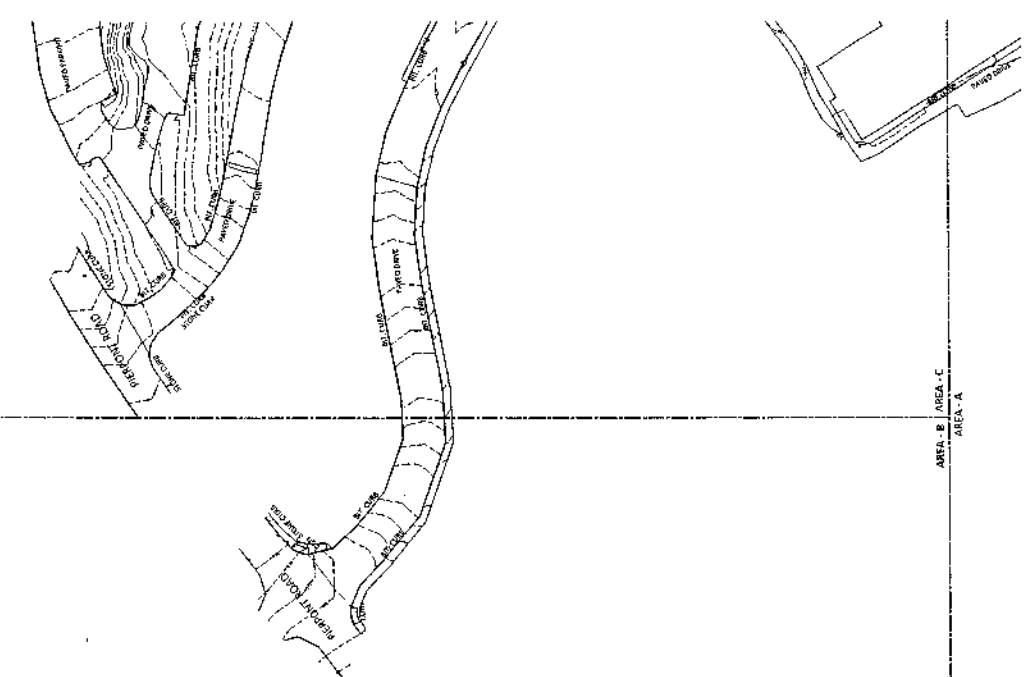
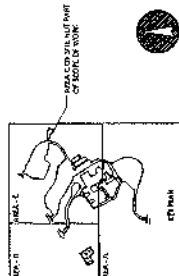
### LEGEND

## SYMBOLS

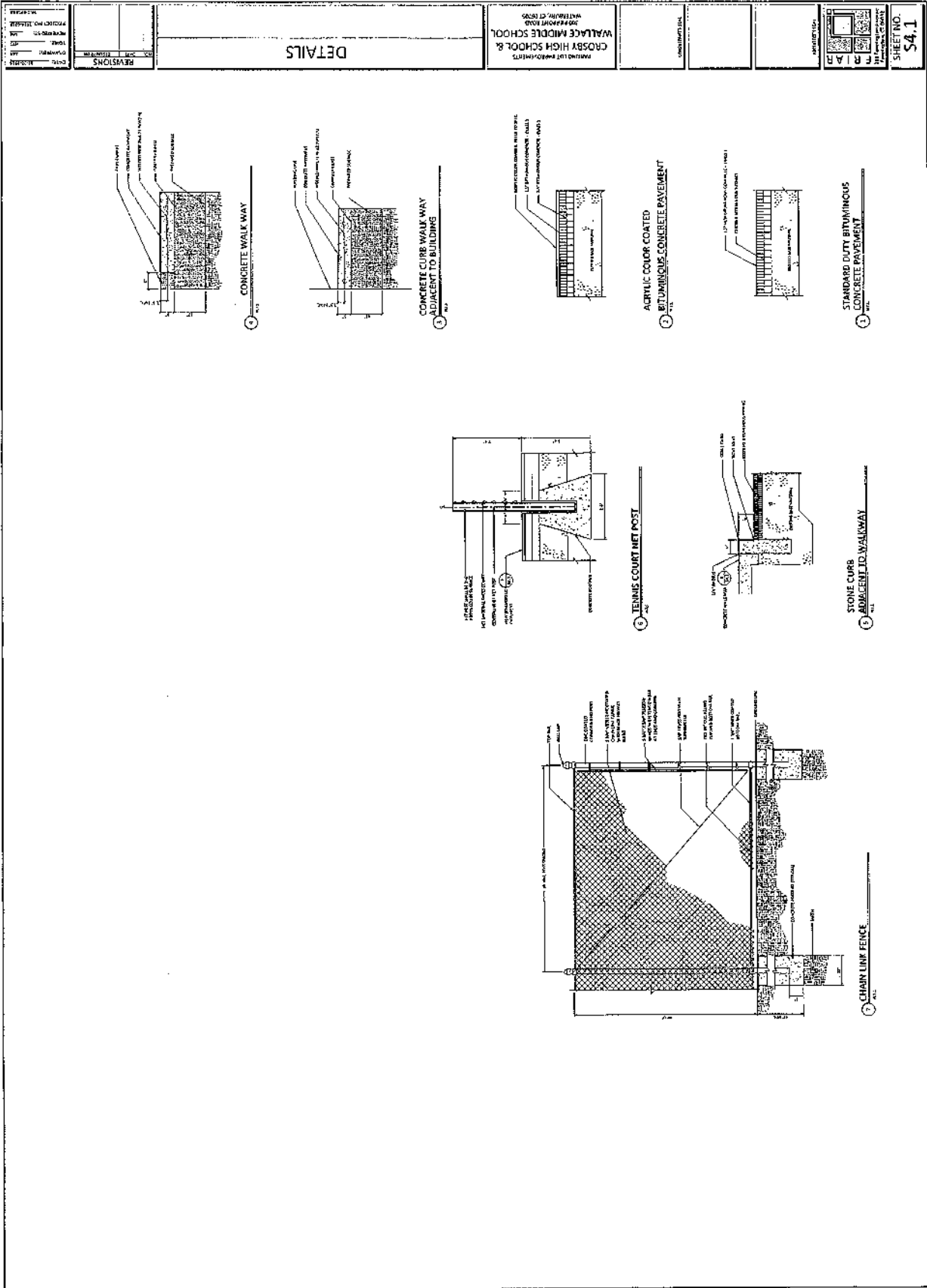
[illegible]



## SITE STRIPING - AREA B







# WILBY HIGH SCHOOL & NORTH END MIDDLE SCHOOL

460 BUCKS HILL ROAD  
WATERBURY, CT 06704

PARKING LOT & TENNIS COURTS IMPROVEMENTS  
CONSTRUCTION DOCUMENTS  
DECEMBER 30, 2016  
ISSUED TO BID: FEBRUARY 27, 2017

## ARCHITECT

FRIAR ASSOCIATES INC.  
281 FARMINGTON AVENUE  
FARMINGTON, CONNECTICUT 06032

MAYOR  
NEIL O'LEARY

SUPERINTENDENT OF SCHOOLS  
DR. KATHLEEN M. OUELLETTE

## SURVEYOR

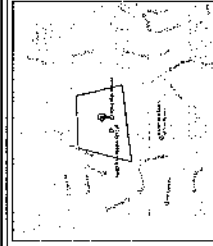
MARTINEZ COUCH & ASSOCIATES, LLC  
1084 CROMWELL AVE  
SUITE - A-2  
ROCKY HILL, CT 06067

## BOARD OF EDUCATION

ELIZABETH C. BROWN, PRESIDENT  
FLEX M. RODRIGUEZ, VICE PRESIDENT  
KAREN E. HARVEY  
JUANITA P. HERNANDEZ  
CHARLES E. PAGANO  
CHARLES L. STANGO  
ANN M. SWEENEY  
JOHN THERIAULT  
JASON VAN STONE  
THOMAS VAN STONE SR.

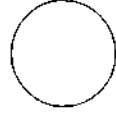
## INDEX OF DRAWINGS

1. SITE PLAN  
2. GRADING PLAN  
3. PAVING PLAN  
4. UTILITIES PLAN  
5. EROSION CONTROL PLAN  
6. FENCE PLAN  
7. LIGHTING PLAN  
8. SIGNAGE PLAN  
9. LANDSCAPE PLAN  
10. CONSTRUCTION DETAILS



SITE LOCATION MAP

SET NUMBER



SHEET NO. 015

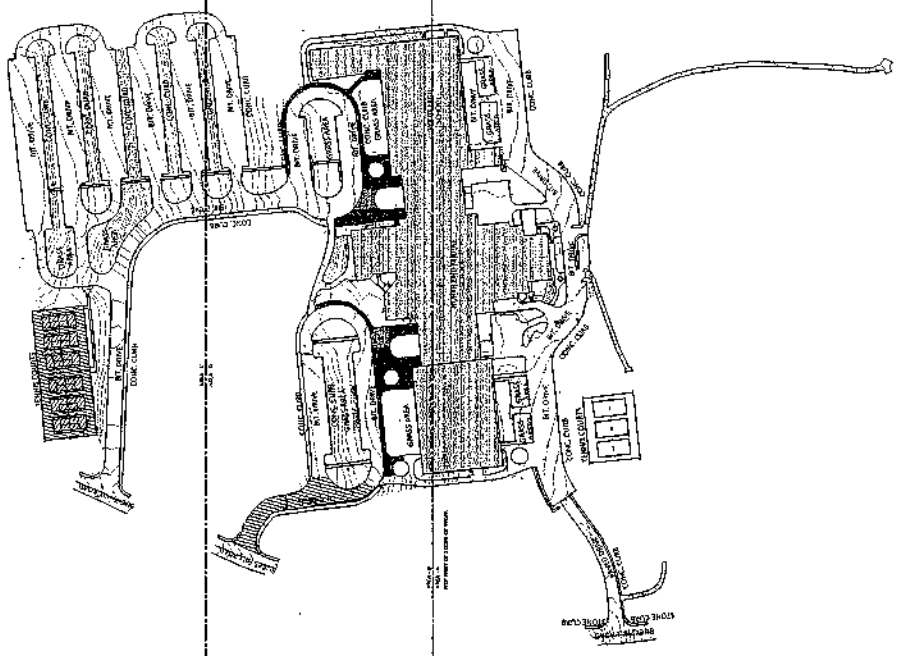


WILBY HIGH SCHOOL  
& NORTH END  
MIDDLE SCHOOL  
AND BACKS HILL ROAD  
WATERBURY, CT 06706

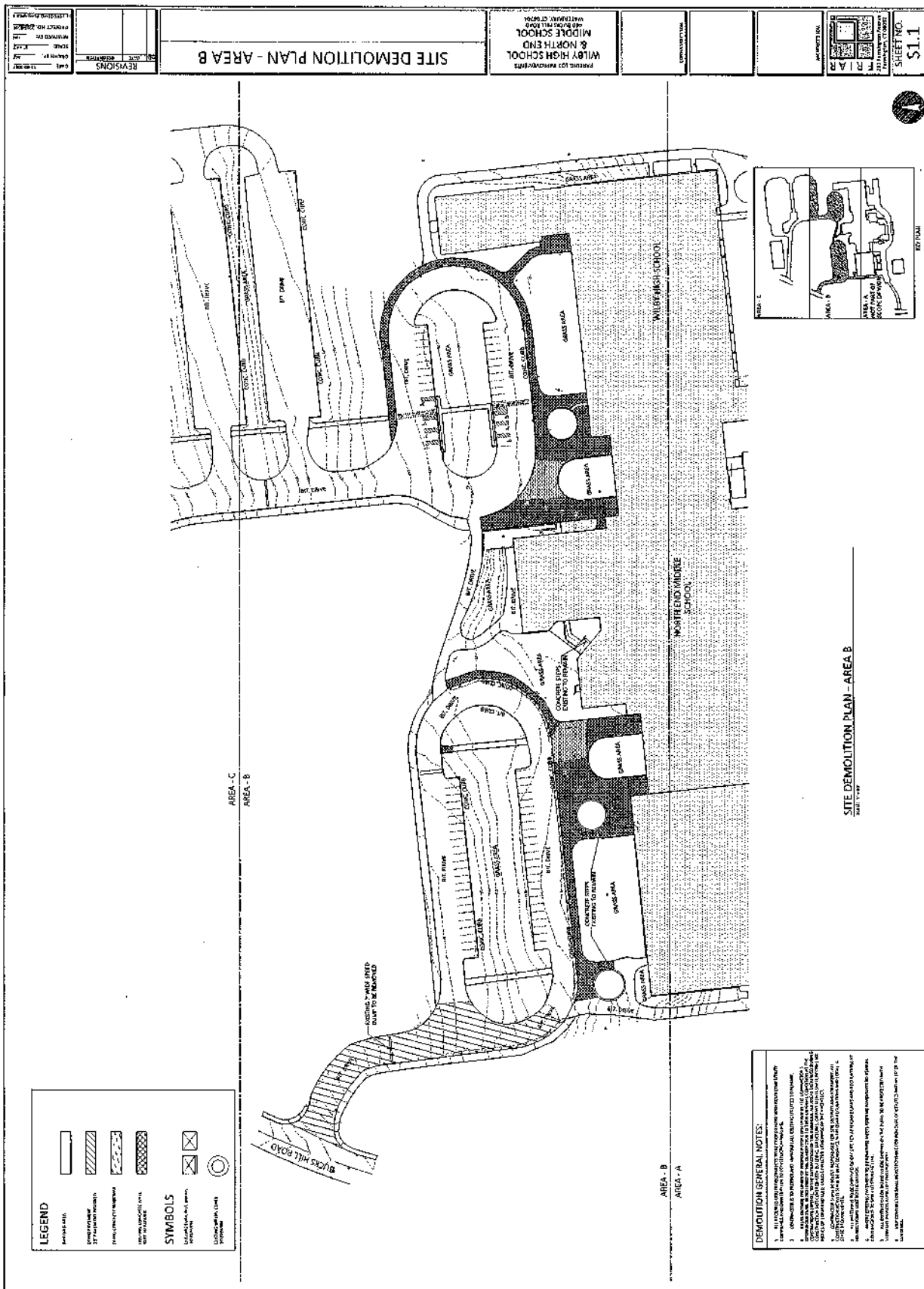
OVERALL SITE PLAN  
LAYOUT

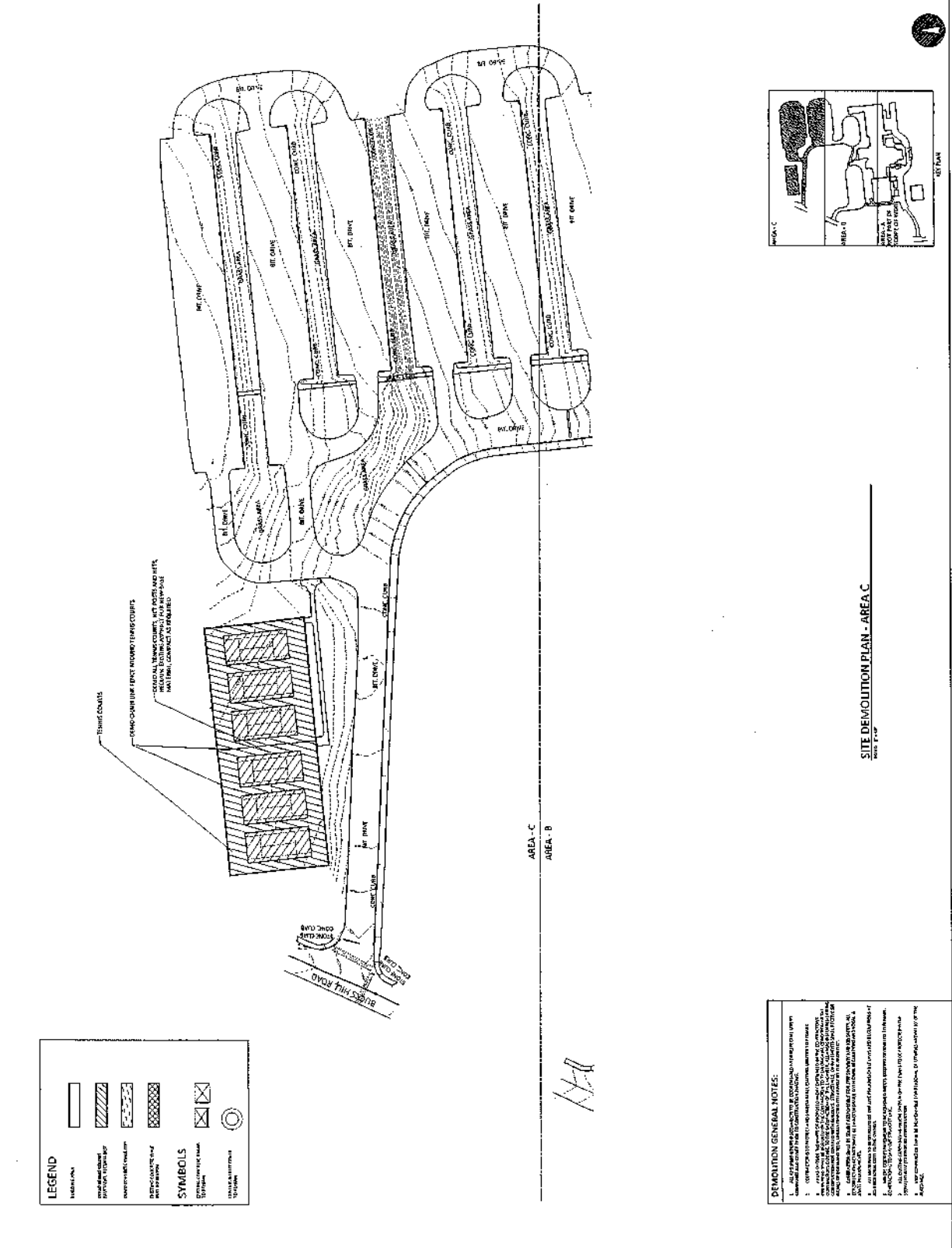
REVISIONS	
NO.	DESCRIPTION
1	AS SHOWN

DATE	DESIGNED BY
10/1/88	W. J. KYLE
10/1/88	W. J. KYLE
10/1/88	W. J. KYLE



OVERALL SITE PLAN  
DATE: 10/1/88





**LEGEND**

DEMOLITION

RECONSTRUCTION

EXISTING DRIVEWAY

EXISTING DRIVEWAY

EXISTING DRIVEWAY

EXISTING DRIVEWAY

EXISTING DRIVEWAY

**SYMBOLS**

EXISTING DRIVEWAY

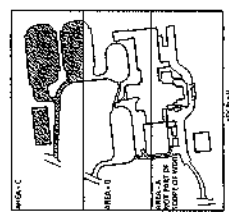
EXISTING DRIVEWAY

EXISTING DRIVEWAY

EXISTING DRIVEWAY

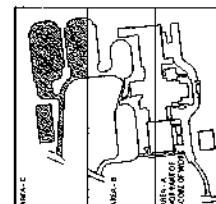
EXISTING DRIVEWAY

- DEMOLITION GENERAL NOTES:**
1. ALL EXISTING STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE FOLLOWING:
  2. DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
  3. DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
  4. DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
  5. DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
  6. DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
  7. DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
  8. DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
  9. DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
  10. DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.



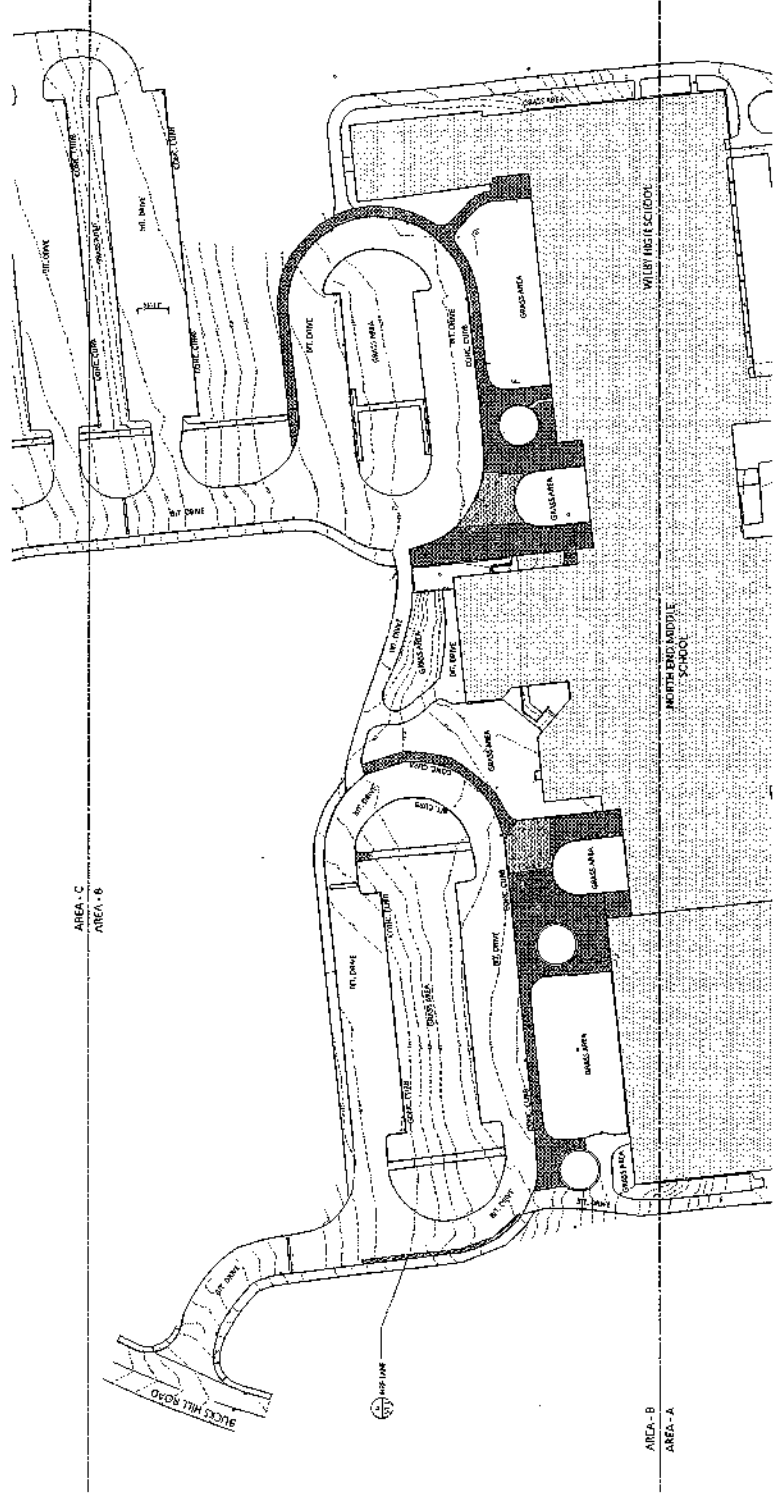
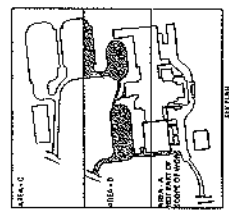
**SITE DEMOLITION PLAN - AREA C**





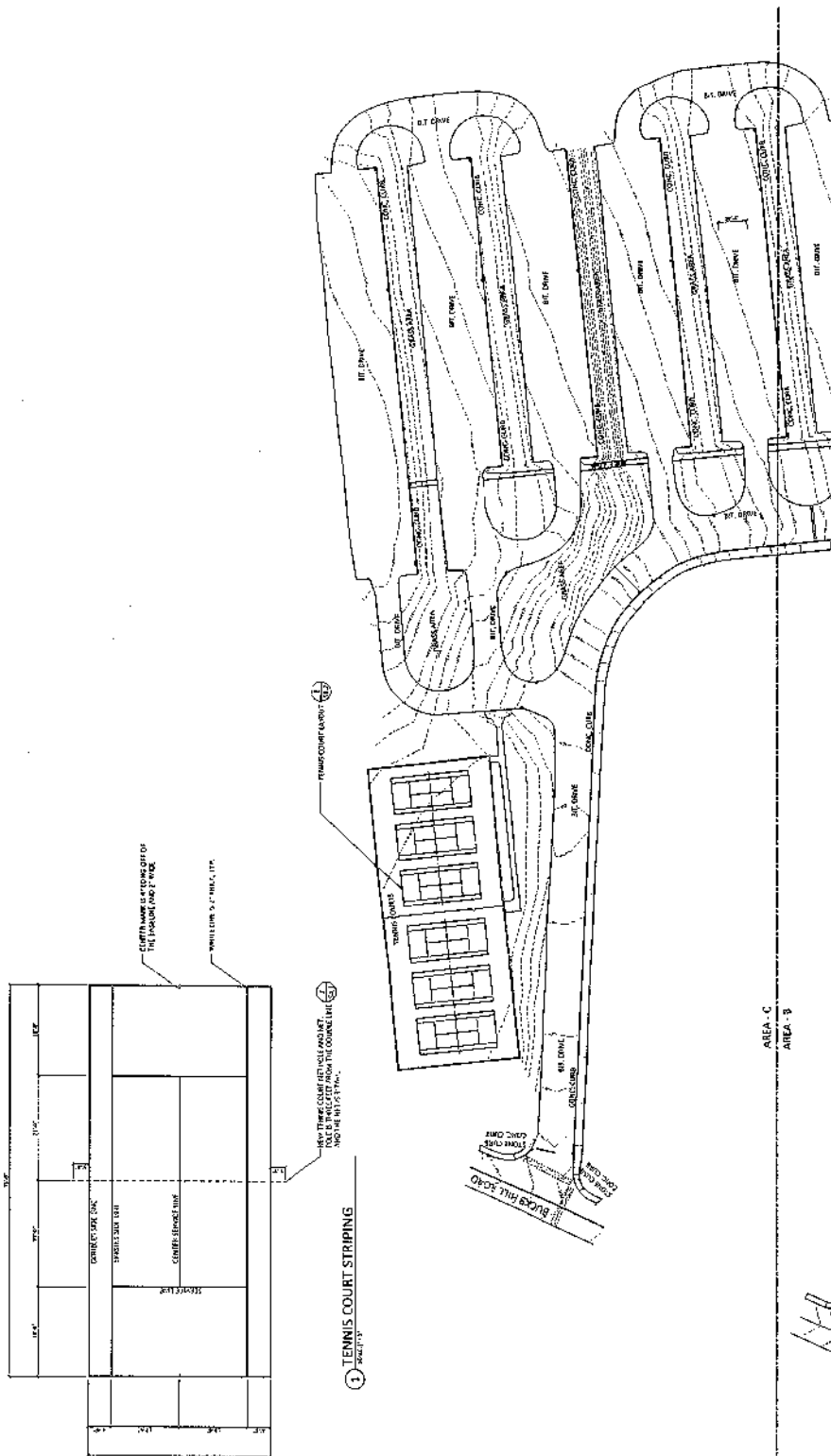
## SITE LAYOUT & MATERIALS - AREA C

PROJECT NO. 100-100000 SHEET NO. S3.1 DATE 10/1/00		PROJECT NAME WILBY HILLS HIGH SCHOOL NORTH END NORTH END MIDDLE SCHOOL		SITE STRIPING - AREA B	
REVISIONS NO. 1 DATE 10/1/00 BY [Signature] CHECKED [Signature]		SCALE 1" = 40'			



SITE STRIPING - AREA B





**1. STONE CURB ADJACENT TO WALKWAY**

**2. CONCRETE WALKWAY**

**3. TENNIS COURT NET POST**

**4. FIRE LANE STRIPING**

**5. CHAIN LINK FENCE**

**6. ACRYLIC COLOR COATED BITUMINOUS CONCRETE PAVEMENT**

**7. STANDARD DUTY BITUMINOUS CONCRETE PAVEMENT**

**8. SPEED BUMP**

Construction Contract for Waterbury Public Schools Site Improvements between  
City of Waterbury and B&W Paving & Landscaping, LLC

### **ATTACHMENT A-3**

Contractor's Response/Bid Form to City of Waterbury Invitation to Bid Number 5730, dated  
March 20, 2017, consisting of 23 pages

THE CITY OF WATERBURY

CROSBY/WILBY/CHASE - PARKING LOT & TENNIS COURT IMPROVEMENTS

ITB #5730

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

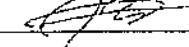
The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # <u>1</u>	Dated Issued <u>3/13/17</u>
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

---

Business Name of Bidder: B&W Paving & Landscaping LLC  
(Print or Type)

By Bidder's Authorized Representative:

Signature:   
Name: James Wilby  
(Print or Type)  
Title: member  
(Print or Type)  
Date: 3/20/17  
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY

CROSBY/WILBY/CHASE - PARKING LOT & TENNIS COURT IMPROVEMENTS

SECTION 00400

Date: 3/20/17

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

B&W Paving & Landscaping LLC  
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

[Bid Items set out on following page]

# BID ITEMS

BID ITEM	AMOUNT BID IN WORDS	AMOUNT BID IN NUMBERS
1.0	Crosby High School / Wallace MS Lump Sum	\$ 318,830.00
2.0	Wilby High School / North End MS Lump Sum	\$ 306,900.00
3.0	Chase School Lump Sum	\$ 144,1653.00
4.0	Allowance for Changes; 10% of Bid Items 1.0 - 3.0 ALLOWANCE	\$ 77,038.30 <i>gpl</i>
<b>TOTAL BID PRICE ITEMS 1.0 - 4.0 (in words)</b> Eight hundred forty seven thousand four hundred twenty one dollars and thirty cents		\$ 847,421.30 <i>gpl</i>

## MANDATORY ALTERNATES

The Undersigned further proposes and agrees that should the following alternate or alternates be accepted and included in this Contract, the amount of base bid, as heretofore stated, shall be increased by stated alternate amount. All materials and workmanship shall be in strict accordance with original specifications and drawings.

The Contract requirements shall be an integral part of the alternates. The base bid shall include all work shown on the drawings and specifications irrespective of any items included in the alternative. The alternate is subject to acceptance or rejection by the Owner without affecting the price of the base bid. Contractors shall perform all work required to complete execution of the accepted alternate. The amount of the alternate price shall include the cost of any and all modifications made necessary by the Owner's acceptance and all Contractor's expenses including overhead and profit. The bidding Trade Contractor shall state the amount of the alternate listed below. No response to the alternates will be interpreted as no change in cost.

Base Bid Alternate No.	Description	Amount
1	Alternate 1 - Crosby HS & Wallace MS: Eliminate Bituminous Concrete Milling and Paving at this location.	Add/Deduct \$ 31,230.00

2	Alternate 2 Wilby HS & NE MS, Eliminate Bituminous Concrete Milling and Paving	Add/Deduct \$ 1800.00
3	Alternate 3 - Wilby HS & NE MS and Crosby HS & Wallace MS: Eliminate Removal & Replacement of Concrete Walkways.	Add/Deduct \$ 9000.00
4	Alternate 4 - Chase School, Eliminate "Playground Area" Demo/Prep/Paving in its entirety.	Add/Deduct \$ 3000.00
Identify either "add" or "deduct" by crossing out word that does not apply.		

### UNIT PRICES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased, as directed by the Architect/Owner, the following supplemental Unit Prices will be the basic price in place for computing extra cost. All Unit Prices shall include all cost of work to the representative contractor, including all charges for materials, labor, plant, equipment, overhead, profit, additional insurance, taxes and all charges of whatever kind.

The stated costs are to be for "Additions" or "Deletions" of work to the Trade Contractor's Contract.

All items marked with an asterisk (\*) shall include the completion of the excavation, formation and compaction of the subgrade; and the disposal of rock or surplus material in accordance with the Plans and Specifications or as directed by the Architect. All items marked with two asterisks (\*\*) shall include the completion of the excavation, removal, disposal and replacement of unsuitable material with structural fill.

Sitework		
1	Concrete Sidewalk; cost per 100 SF to remove and replace.	\$ 19.00
2	Bituminous Concrete (asphalt) Milling and Paving (depth 1.5") per 2000 SY.	\$ 13.30
3	Milling machine and crew: Mobilization Charge per 8 hour Saturday/Sunday/Holiday if additional paving is required.	\$ 8000.00
4	Bituminous Concrete Curb (remove & replace), cost per 100 LF.	\$ 8.00

### UNIT LABOR RATES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased where unit prices have not been established, the following unit labor rates will be the basis for any Change Order Proposal. For Change Order purposes, the Labor Rates which any contractor submits on this Form of Proposal must be based on current labor rates and not on projected labor rates. Upon confirmation of base labor rate increases, change order rates may be adjusted in July of each year but only after new prevailing wage rates have been issued by the Connecticut Department of Labor. Labor rates are to include all direct costs without mark-up as defined in Item 7.3 of the General Conditions. Prior to contract award, if requested by the Owner, the successful bidder shall provide documentation substantiating the proposed labor rates.

Classification	Hourly Rate	Benefits	Workmen's Comp.	FICA	State U.C.	Federal U.C.	Total
Laborer	28.55	18.90	2.12	2.18	1.90	1.71	54.84
Operator	37.49	23.55	2.78	2.87	2.55	2.25	71.49
Foreman	48.00		1.64	3.67	3.26	2.88	59.51

If the net value of a change results in a credit from the contractor, the credit shall be the net cost without overhead or profit.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-1466584  
Social Security Number  
or Federal Identification Number

Signature of Individual or  
Corporate Name:

[Signature]  
Corporate Officer  
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

James Wray  
(Name)

By: member  
(Title)

70 Foster Rd  
(Business Address)

Windsford CT 06385  
(City, State, Zip Code)

Date: 3/20/17



**THE CITY OF WATERBURY**

**ITB #5730**

**Crosby/Wilby/Chase – Parking Lot & Tennis Court Improvements**

**ATTACHMENT A**

**CONTRACT COMPLIANCE PACKET**

1. City of Waterbury Annual Statement of Financial Interests (4 pages)
2. City of Waterbury Disclosure and Certification Affidavit  
Regarding Outstanding Obligations to the City of Waterbury (4 pages)
3. City of Waterbury Certification Regarding Debarment, Regarding Outstanding  
Obligations to the City of Waterbury (1 page)
4. Limited Liability Company Resolution & Letter (1 pages)
5. Corporate Resolution (1 page)
6. Commission on Human Rights and Opportunities Contract Compliance  
Regulations Notification to Bidders (5 pages)

**ATTACHMENT A**

**Crosby/Wilby/Chase – Parking Lot & Tennis Court Improvements  
ITB #5730**

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2011)**  
**Persons or Entities Conducting Business with the City**

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

**A. Contracts**

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

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

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



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2011)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

---

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

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

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

I have read and agree to the above certification.

B&W Paving & Landscaping LLC  
(Name of Company, if applicable)

[Signature]  
Signature of Individual (or Authorized Signatory)

3/20/17  
Date

James Wilby  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

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

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

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

State of Connecticut

ss: Waterford

County of New London

James Wray, being first duly sworn, deposes and says that:

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

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

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

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

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

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

# **CITY OF WATERBURY**

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 James L. White	member		Service	01/8/71
2 Timothy Black	member		Service	3/27/59
3				
4				

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

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

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

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

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

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

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

	Name	Title	DOB	Stock %
1	N/A			
2				
3				
4				

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

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

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	LIA		
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of:

Elizabeth C. Mucka  
Witness

B&W Paving & Landscaping LLC  
Name of Partnership/Business  
LLC



By: James Whaley  
Name of General Partner/ Sole Proprietor  
70 Foster Rd Waterford CT  
Address of Business 06385

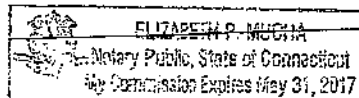
ss waterford

James Wray being duly sworn,  
Deposes and says that he/she is member of B. W. Raving & Landscaping and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 30 day of March 2011.

Elizabeth P. Muecke  
(Notary Public)

My Commission Expires:



**For Corporation**

Witness

Name of Corporate Signatory

Address of Business

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
Name of Authorized Corporate Officer

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

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

State of \_\_\_\_\_ )  
 ) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

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

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

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

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

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

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

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

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

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

**Certification**

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

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

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

DEW/PAVING & LANDSCAPING LLC  
70 Foster Rd  
Waterbury CT 06885  
James Wilby  
[Signature]  
Date: 3/20/17

## LIMITED LIABILITY COMPANY RESOLUTION

I, James Wray, hereby certify that I am the  
duly authorized and acting Member / Manager (circle one)  
of B&W Paving & Landscaping, a limited liability company organized  
and existing under the laws of the State of Connecticut, do  
hereby certify that the following facts are true and were taken from  
the records of said LLC.

The following resolution was adopted at a meeting of the LLC  
duly held on the 1 day of January, 2001.

"It is hereby resolved that James Wray is authorized to make,  
execute and approve, on behalf of this LLC, any and all contracts  
or amendments thereof".

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the  
company seal of said B&W Paving & Landscaping, LLC this 30  
day of March, 2017.

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

**CORPORATE RESOLUTION**

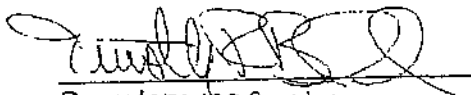
I, Timothy Black, hereby certify that I am the duly elected and acting ~~Secretary~~ <sup>President</sup> of BEW Paving & Landscaping a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 1 day of January, 2001.

"It is hereby resolved that James Wilby is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said BEW Paving & Landscaping LLC corporation this 20 day of March, 2017.

  
Secretary

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

(Revised 09/3/15)

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

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

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

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

---

**INSTRUCTIONS AND OTHER INFORMATION**

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

**1) Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

## PART I - Bidder Information

Company Name <u>B&amp;W Paving &amp; Landscaping LLC</u> Street Address <u>70 Foster Rd</u> City & State <u>Waterford CT 06385</u> Chief Executive <u>James Kirby member</u>	Bidder Federal Employer Identification Number <u>061006584</u> Or Social Security Number _____
Major Business Activity (brief description) <u>Stewer K, concrete, Drains, sewer water, paving landscaping etc</u>	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> -Bidder is a minority business enterprise Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/>
Bidder Parent Company (if any) _____	- Bidder is certified as above by State of CT Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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 <input checked="" type="checkbox"/> No <input type="checkbox"/>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/>	9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA <input type="checkbox"/>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
6. Does your company have a collective bargaining agreement with workers? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If no, please explain. _____ 13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number. <u>James Kirby 860-573-9442</u>



### Part III - Bidder Subcontracting Practices

(Page 4)

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

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

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: \_\_\_\_\_

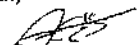
JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management	6	4	2								
Business & Financial Ops	4	2	2								
Marketing & Sales											
Legal Occupations											
Computer Specialists	1	1									
Architecture/Engineering	3	3									
Office & Admin Support	5	3	2								
Bldg/ Grounds Cleaning/Maintenance	3	2	1								
Construction & Extraction	69	57	5	3		3				1	
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	91	72	12	3		3				1	
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

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.

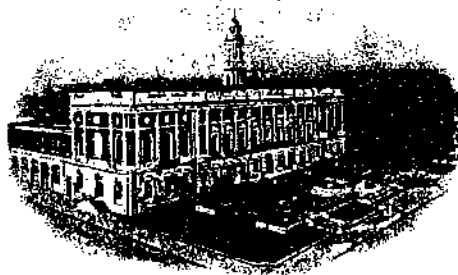
(Signature) 	(Title) member	(Date Signed) 3/20/17	(Telephone) 860-573-4942
--	-------------------	--------------------------	-----------------------------

Construction Contract for Waterbury Public Schools Site Improvements between  
City of Waterbury and B&W Paving & Landscaping, LLC

**ATTACHMENT A-4**

Addendum No. 1 to City of Waterbury Invitation to Bid Number 5730, dated March 13, 2017,  
consisting of 13 pages

ROCCO ORSO  
PURCHASING DIRECTOR



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

**ADDENDUM NO. 1**

Date: March 13, 2017

ITB #: 5730

Project: Waterbury Public Schools Site Improvements – Crosby/Wilby/Chase  
Parking Lot and Tennis

---

**I. REVISIONS TO PROJECT MANUAL**

**A. Section 00400 – Bid Form**

1. Section 00400 – Bid Form has been revised and is attached to Addendum No.1.

**B. Attachment B Sample Agreement –  
Replace Paragraph 3.4 with the following:**

**3.4. Working Hours.**

All work hours are to be coordinated with the Owners Representative. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract. This provision shall not excuse the Contractor from timely performance under the Contract.

**Tennis Courts:** Work may be performed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal or school holidays. Additional work times may be coordinated with the Board of Education.

**Milling and Paving:** Assume all milling and paving operations are to take place on weekend and holidays. Work must be performed between the hours

of 9:00 a.m. to 6:00 p.m. on Saturdays, Sundays and legal or school holidays. Additional work times may be coordinated with the Board of Education.  
**Concrete Repair:** Work may be performed between the hours of 2:30 p.m. and ~~10:30~~ 10:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal or school holidays. Additional work times may be coordinated with the Board of Education.

**C. Attachment B Sample Agreement –**  
**Replace Paragraph 5.3 with the following:**

**5. Contract Time.** ~~Contract Time.~~ The Contractor shall Substantially Complete all work and services required under this Contract within within **53 consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **60 consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

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

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

**5.3.** The Contractor shall pay to the City the sum of **Three Thousand Dollars (\$3000) per calendar day** for each and every calendar day for which the Contractor is in default in completing the work beyond the time for Substantial Completion and/or Final Completion set forth in this Article 5. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

**D. Attachment C Special Procedures –**  
**Replace Paragraph 24 with the following:**

**24. CHRO**

Within 5 days of Bid Opening, the the successful bidder will be required to file the CHRO Form C Non discrimination affidavit with the City of Waterbury and CHRO. Within 10 days of Notice of Intent to Award, prior to execution of a contract, the successful bidder will be required to document the good faith efforts to provide opportunities for SBE and MBE contractors to participate in the bidding process and to submit the Bidder Contract Compliance Monitoring Report. The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. §4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals. For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

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

## **II. BIDDER QUESTIONS**

1. Question: Will you be posing the sign in sheet from the mandatory pre bid meeting?

Answer: A sign-in sheet from the Pre Bid Conference is attached to this addendum.

2. Question: with regards to the tennis courts, drawings S4.1 state 3" new asphalt. but drawings S4.1 (2) state 1.5" class 1 & 2.5" class 2. please advise.

Answer: See attached SKS-1 and SKS-2 for revision of detail.

3. Question: h.s. chase school parking lot: Is standard traffic paint acceptable?

Answer: Refer to Specification Section 321723 – Pavement Markings.

4. Question: Confirm City waiving Building Permit Fees

Answer: Building Permit Fees are waived by the City of Waterbury

5. Question: Is this project subject to City Good Jobs Hiring Ordinance?

Answer: The Waterbury Good Jobs Ordinance covers projects of \$500,000 or greater. The project is subject to State CHRO Requirements and DAS

**III. ATTACHMENTS TO ADDENDUM NO.1**

1. Revised Section 00400 Bid Form (4 pages)
2. 3/817 ITB #5730 Pre Bid Conference Sign In Sheet (2 pages)
3. SKS-1 @ 3/13/17 and SKS-2 @ 3/13/17 (2 pages)
4. 2016 – 2017 Waterbury Public Schools Calendar @ 2/22/17 (1 page)

**END OF ADDENDUM NO. 1**

Thanks,

Rocco Orso  
Director of Purchasing

**THE CITY OF WATERBURY**

**CROSBY/WILBY/CHASE – PARKING LOT & TENNIS COURT IMPROVEMENTS**

**SECTION 00400**

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

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

\_\_\_\_\_  
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

**[Bid Items set out on following page]**



### BID ITEMS

BID ITEM	AMOUNT BID IN WORDS	AMOUNT BID IN NUMBERS
1.0	Crosby High School / Wallace MS _____ Lump Sum	\$ _____ .00
2.0	Wilby High School / North End MS _____ Lump Sum	\$ _____ .00
3.0	Chase School _____ Lump Sum	\$ _____ .00
4.0	Allowance for Changes; 10% of Bid Items 1.0 - 3.0 _____ ALLOWANCE	\$ _____ .00
<b>TOTAL BID PRICE ITEMS 1.0 - 4.0 (in words)</b> _____ _____		\$ _____ .00

### MANDATORY ALTERNATES

The Undersigned further proposes and agrees that should the following alternate or alternates be accepted and included in this Contract, the amount of base bid, as heretofore stated, shall be increased by stated alternate amount. All materials and workmanship shall be in strict accordance with original specifications and drawings.

The Contract requirements shall be an integral part of the alternates. The base bid shall include all work shown on the drawings and specifications irrespective of any items included in the alternative. The alternate is subject to acceptance or rejection by the Owner without affecting the price of the base bid. Contractors shall perform all work required to complete execution of the accepted alternate. The amount of the alternate price shall include the cost of any and all modifications made necessary by the Owner's acceptance and all Contractor's expenses including overhead and profit. The bidding Trade Contractor shall state the amount of the alternate listed below. No response to the alternates will be interpreted as no change in cost.

Base Bid Alternate No.	Description	Amount
1	Alternate 1 - Crosby HS & Wallace MS: Eliminate Bituminous Concrete Milling and Paving at this location.	Add/Deduct \$

2	Alternate 2 Wilby HS & NE MS, Eliminate Bituminous Concrete Milling and Paving	Add/Deduct \$
3	Alternate 3 – Wilby HS & NE MS and Crosby HS & Wallace MS: Eliminate Removal & Replacement of Concrete Walkways.	Add/Deduct \$
4	Alternate 4 – Chase School, Eliminate "Playground Area" Demo/Prep/Paving in its entirety.	Add/Deduct \$
Identify either "add" or "deduct" by crossing out word that does not apply.		

### UNIT PRICES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased, as directed by the Architect/Owner, the following supplemental Unit Prices will be the basic price in place for computing extra cost. All Unit Prices shall include all cost of work to the representative contractor, including all charges for materials, labor, plant, equipment, overhead, profit, additional insurance, taxes and all charges of whatever kind.

The stated costs are to be for "Additions" or "Deletions" of work to the Trade Contractor's Contract.

All items marked with an asterisk (\*) shall include the completion of the excavation, formation and compaction of the subgrade; and the disposal of rock or surplus material in accordance with the Plans and Specifications or as directed by the Architect. All items marked with two asterisks (\*\*) shall include the completion of the excavation, removal, disposal and replacement of unsuitable material with structural fill.

Sitework		
1	Concrete Sidewalk; cost per 100 SF to remove and replace.	\$
2	Bituminous Concrete (asphalt) Milling and Paving (depth 1.5") per 2000 SY.	\$
3	Milling machine and crew: Mobilization Charge per 8 hour Saturday/Sunday/Holiday if additional paving is required.	\$
4	Bituminous Concrete Curb (remove & replace), cost per 100 LF.	\$

### UNIT LABOR RATES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased where unit prices have not been established, the following unit labor rates will be the basis for any Change Order Proposal. For Change Order purposes, the Labor Rates which any contractor submits on this Form of Proposal must be based on current labor rates and not on projected labor rates. Upon confirmation of base labor rate increases, change order rates may be adjusted in July of each year but only after new prevailing wage rates have been issued by the Connecticut Department of Labor. Labor rates are to include all direct costs without mark-up as defined in Item 7.3 of the General Conditions. Prior to contract award, if requested by the Owner, the successful bidder shall provide documentation substantiating the proposed labor rates.

Classification	Hourly Rate	Benefits	Workmen's Comp.	FICA	State U.C.	Federal U.C.	Total

If the net value of a change results in a credit from the contractor, the credit shall be the net cost without overhead or profit.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name:

\_\_\_\_\_  
Corporate Officer  
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Title)

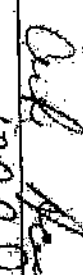





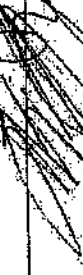
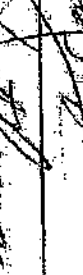



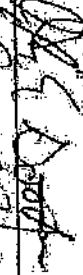

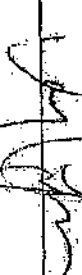
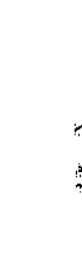

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, Zip Code)

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

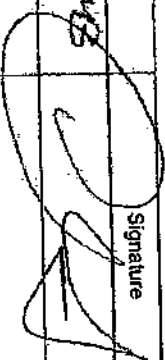
Waterbury Public Schools  
 Site Improvements - Crosby/Wilby/Chase Parking Lot & Tennis  
 PreBid Conference

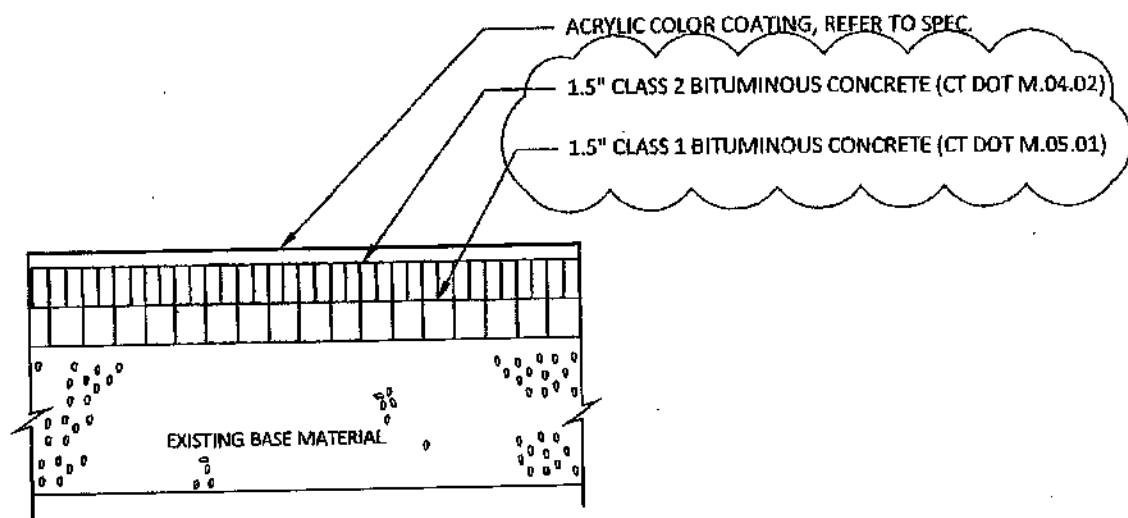
MANDATORY PRE-BID CONFERENCE  
 March 8, 2017  
 Time: 2:30 pm

Name (Please Print)	Signature	Company
1 ART HARRIS		G. P. & Sons
2 Michael Mahoney		DeLosa Sports Construction Inc
3 Paul Roberst		Connecticut Sealing LLC
4 Bill Carlson		Bolt Paving and Landscaping, LLC
5 Steven Kondei		Mitty Construction Inc
6 Greg Salsky		Empire Paving Inc
7 Bob Tronkka		Sport Tech Construction Corp
8 David Spradford		Vas Quarry Works, LLC
9 Ian Canning		Monsieur's New Landscape - Landscaping
10 Vincent Rapano		Hiding Tennis LLC
11 Sam Tenny		CocoNola Paving Inc
12 Dave Potter		HISORE/PHR
13 Joe Duane		JTS Paving
14 John Goulson		Dayton Construction Co Inc
15 Douglas Boudin		Terra/uccio Inc
16 John Dorell		TERRACCO PAVING

Wallerbury Public Schools  
 Site Improvements - Crosby/Wilby/Chase Parking Lot & Tennis  
 Prebid Conference

**MANDATORY PRE-BID CONFERENCE**  
 March 8, 2017  
 Time: 2:30 pm

Name (Please Print)	Signature	Company
DOUGLAS CULLEN		HOMER FENCE 203-558-8862 HOMERFENCE@YAWBO.COM
17		
18		
19		
20		
21		



# ACRYLIC COLOR COATED BITUMINOUS CONCRETE PAVEMENT

2

N.T.S.

REFERENCE DRAWING: S4.1  
ISSUED AS PART OF: ADDENDUM 1

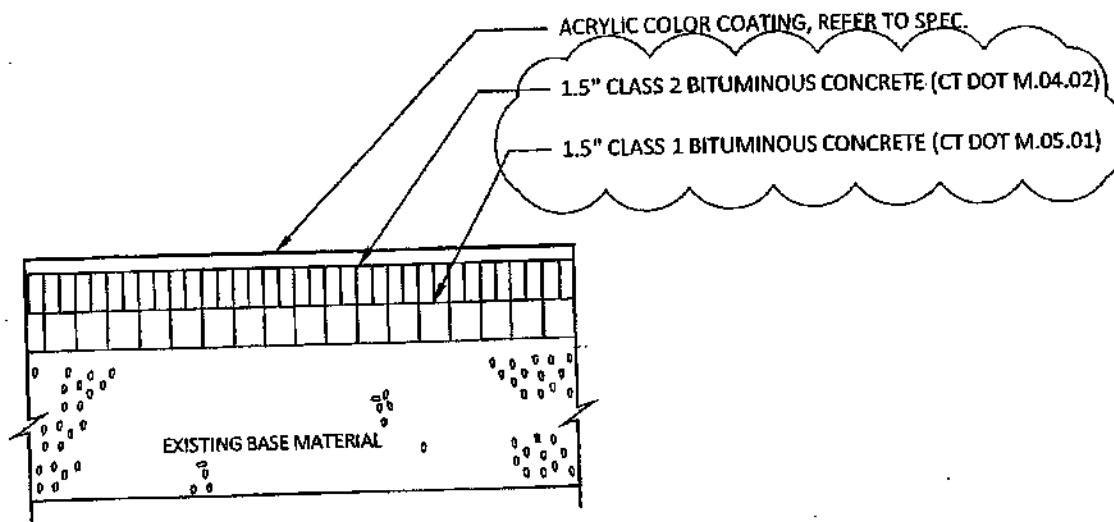
DATE:  
03-13-2017  
REV:



PARKING LOT IMPROVEMENTS  
CROSBY HIGH SCHOOL &  
WALLACE MIDDLE SCHOOL  
300 PIERPONT ROAD  
WATERBURY, CT 06705

DETAILS

SHEET NO.  
SKS-1



## ACRYLIC COLOR COATED BITUMINOUS CONCRETE PAVEMENT

2

N.T.S.

REFERENCE DRAWING: S4.1  
ISSUED AS PART OF: ADDENDUM 1

DATE:  
03-13-2017  
REV:



PARKING LOT IMPROVEMENTS  
**WILBY HIGH SCHOOL  
& NORTH END  
MIDDLE SCHOOL**  
460 BUCKS HILL ROAD  
WATERBURY, CT 06704

**DETAILS**

SHEET NO.  
**SKS-2**

# Waterbury Public Schools 2016 - 2017 School Year Calendar

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

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

22nd - New Teacher Orientation - 7hr.  
23rd - New Teacher Orientation - 7hr.  
24th - New Teacher Orientation - 7hr.  
25th - Labor Day - No School  
26th - Labor Day - No School  
27th - First Day of School

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

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

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

7th - Labor Day - No School  
31st - End of 1st MP: HS/MS/Elem

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

9th - Grade Submission Ends-9AM  
10th - Thanksgiving Day - No School  
17th - Distribute 1st MP Report Cards  
23rd - Early Dismissal - Thanksgiving Recess  
24th & 25th - Thanksgiving Recess - No School  
28th - Pre-K & Kindergarten - End of 1st MP

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

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

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

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

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

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

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

13th - Pre-K & Kindergarten - End of 2nd MP  
21st - Pre-K & Kindergarten - Grade Submission Ends-9AM  
27th - Pre-K & Kindergarten - Distribute 2nd MP Report Cards  
29th - Early Dismissal - Teacher Collaboration/PD  
30th - End of 3rd MP: HS/MS/Elem

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

7th - Grade Submission Ends-9AM  
10th - 14th - Spring Vacation - No School  
19th - Parent Conference Elem. 5-7pm - Early Dismissal  
19th - Parent Conference H.S. 7-9pm - Early Dismissal  
19th - Early Dismissal - M.S. - Teacher Collab./PD  
20th - Distribute 3rd MP Report Cards  
26th - Parent Conference M.S. 5-7pm - Early Dismissal  
26th - Early Dismissal - H.S. & Elem. - Teacher Collab./PD

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

1st-12th - AP Exams  
17th - Early Dismissal - Teacher Collaboration/PD  
20th - Memorial Day - No School

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

\*\* Pre-K - 8th-Grades due 5 days before last day  
\*\* Pre-K - 8th-Distribute Report Cards on last day  
\*\* H.S. Grade submission ends on last day  
Last Day of School shall be Early Dismissal  
9th-14th - Final Exams - Early Dismissal HS Only  
16th - Last Day of School - No School



**ATTACHMENT B**

**Unit Price Bid Quantities for Additional Work**

## Attachment B

## Unit Price Bid Quantities for Additional Work

Bidder	Unit Price #1 Concrete Sidewalk; cost per 100SF to remove and replace		Unit Price #2 Bituminous Concrete (asphalt) Milling and paving (depth 1.5") per 2,000 SY		Unit Price #3 Milling Machine and Crew: Mobilization Charge per 8 hour Saturday/Sunday/Holiday		Unit Price #4 Bituminous Concrete Curb (Remove and Replace), Cost per 100 LF		Total
1. B & W Paving and Landscaping, LLC	\$19	SF	\$13.30	SY	\$8,000	EA	\$8	LF	
1a. B&W Unit Pricing (clarification)	\$1,900	100SF	\$26,600.00	2000SY	\$8,000	EA	\$800	100LF	
	4,200 42	SF Unit	13,000 6.5	SY Unit	3 3	Ea Ea	2,800 28	LF Unit	
	\$ 79,800		\$ 172,900.00		\$ 24,000.00		\$ 22,400.00		\$ 299,100.00

Bid Item 1: Crosby/Wallace	\$	318,830.00
Bid Item 2: Wilby/NE MS	\$	306,900.00
Bid Item 3: Chase School	\$	144,653.00
Base Bid Payment	\$	770,383.00
Unit Price Bid Quantities for Additional Work	\$	299,100.00
Contingency	\$	77,038.30
Total	\$	1,146,521.30

#3

**BOARD OF EDUCATION**  
**Waterbury, Connecticut**

March 30, 2017

To the Board of Education  
 Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Finance, the Superintendent recommends the following transfer for fiscal year 2016/2017:

DESCRIPTION	Acct Unit	Account	TO	FROM
Special Education – Teachers	88510001	511102		(\$648,112)
Special Education – School Psychologists	88510001	511108		(\$219,920)
Special Education – Social Workers	88510002	511109		(\$31,749)
Special Education – School Psychologists	88510002	511110		(\$100,219)
Special Education – Out of District Tuition	88510001	556055	\$1,000,000	
Transfer needed to cover Special Ed out of district contracts for students placed by DCS, courts or DOE.				
District Wide – Teachers	87510001	511102		(\$126,050)
District Wide – Out of District Tuition	87510001	556055	\$126,050	
Transfer is needed for Regular Ed out of district tuition of student choice.				
<b>TOTALS</b>			<b>\$1,126,050</b>	<b>(\$1,126,050)</b>

Respectfully submitted,

Dr. Kathleen M. Ouellette  
 Superintendent of Schools

#4



---

# WATERBURY

## Public Schools

---

*Today's Students. Tomorrow's Leaders*

Melissa Baldwin

Special Education Department  
236 Grand St. 2<sup>nd</sup> floor  
Waterbury, CT 06702  
203-574-8017  
mbaldwin@waterbury.k12.ct.us

March 27, 2017

The Honorable Board of Aldermen  
City of Waterbury  
City Hall  
Waterbury, CT 06702

And

Honorable Commissioners  
Waterbury Board of Education  
236 Grand St.  
Waterbury, CT 06702

Re: Approval of Contract between City of Waterbury and CW  
Resources Inc.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request your review and approval of the above-referenced contract between the City of Waterbury and CW Resources, Inc. The contract services to be provided by CW Resources, Inc. will be in accordance with each individual student's educational needs. CW Resources operates a facility which provides transition services such as job training for students with disabilities and specialized educational needs. The contract was not subject to the solicitation process as it is exempt under Section 38.029 (D) of the City of Waterbury, Centralized Procurement System. Section 38.029 (D) states, in pertinent part: "procurement of services...that are necessary for instruction and related services to be provided to individual students with disabilities in accordance with the requirements of the Individuals with

Disabilities Education Act ("I.D.E.A.") and their respective regulations ... are exempt from the competitive bidding process."

Under the I.D.E.A., the Waterbury School District is required to provide transition services for each student with disabilities according to their Individual Education Plans (I.E.P.s). The Waterbury School District has contracted with CW Resources, Inc. for similar services in the past and has been satisfied with the services provided.

The term of the contact before you is for three years, commencing February 1, 2017 to June 30, 2019. The total compensation under this three year contract is for an amount not to exceed \$451,275 and will be paid with general funds. My office is obtaining the tax clearance which we expect to have by the date of the meeting.

I appreciate your consideration in this important matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa Baldwin". The signature is fluid and cursive, with a small mark above the final "n".

Melissa Baldwin

Enc. Agreement with CW Resources

**AGREEMENT  
BETWEEN  
CITY OF WATERBURY, BOARD OF EDUCATION  
AND  
CW RESOURCES, INC.  
FOR  
TRANSITON PROGRAM- SPECIAL EDUCATION**

**THIS AGREEMENT**, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury, the Board of Education, acting herein by Neil M. O'Leary, Mayor of the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, duly authorized, hereinafter referred to as the "City" or the "Board" and CW Resources, Inc. a federally recognized 501(c) (3) not-for-profit, duly registered domestic corporation, located at 200 Myrtle St., New Britain, Connecticut 06053, hereinafter referred to as the "Contractor" or "CWR".

**WHEREAS**, the City desires to provide transition services to students with disabilities which include job support and skills training, job seeking and life skills training;

**WHEREAS**, the Contractor has agreed to provide transition services at the Contractor's facility and at other facilities as determined by the Contractor;

**WHEREAS**, the City and the Contractor agree to provide services in accordance with student's individual education plan.

**NOW THEREFORE**, it is mutually agreed as follows:

1. **Scope of Services.**

Contractor shall provide transition services, at the Contractors' site or at a site selected by the Contractor, to students with disabilities as determined by the City. The Contractor will provide such transition services to include job support, skills training, job seeking and life skills training services as set forth herein or as more specifically set forth in each student's individual I.E.P.

Contractor will continuously assess the work skills and behaviors of students assigned to the program by the City. This assessment will occur through the duration of the student's assignment and will identify transition strengths and need areas, specifically related to the work performed and as they relate to fundamentals of work. Contractor will provide employment specialists to work with the students.

Contractor will provide the City with three (3) to four (4) written reports, per school year/per student or as agreed by the parties, which include checklists and observational data. Contractor will also provide additional information as agreed upon during the student's involvement in CWR.

Contractor will participate, at the request of the City or its representatives, in PPT meetings and individual education plan programming for the City's students.

2. **Responsibilities of the Parties.**

The City will provide Contractor with a school calendar and notice of days off which may not be listed on the calendar. If the school day is a half day, students will not attend CWR. The City will also provide notice, if available, to CWR of a student's absence. Contractor will not bill for students' absences if notified by the City as agreed by the parties. When the City schools are closed due to inclement weather, students will not attend CWR. If an early dismissal is called before students are bussed to CWR, the students will not attend. If the students are transported and an early dismissal is called, CWR will not transport any students to another site. A delayed opening in Waterbury will also often delay Contractor's morning transports to other sites.

Upon receipt of a properly executed release of information from each student's parent or guardian, the City will provide Contractor with information concerning the students and educational reports and individual education plans, where necessary, to assist Contractor in assessing the students' employment placement and limitations. Contractor shall obtain a written release of information /waiver from each the parent or guardian and provide it to the City.

The City will provide the students' transportation to the Contractor's site located at 259 Great Hill Rd., Naugatuck, CT 06770 and the Contractor will transport students from the CWR site to other work sites, if appropriate and back to the Contractor's site located at 259 Great Hill Rd., Naugatuck, CT 06770. The students will be transported from the Contractors site to their respective schools by the District unless otherwise agreed.

3. **Term.**

The term of this Agreement shall be for the school years February 1, 2017 to June 30, 2019, or any part thereof.

4. **Compensation.**

The City shall pay Contractor the amount up to Four Hundred Fifty-One Thousand, Two Hundred Seventy-Five Dollars (\$451,275.00) for the entire contract term for transition services rendered hereunder, unless said contract is terminated as provided herein. The basis of the payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule." Payment shall be made only for the school days as identified in each student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this agreement for all services that may be rendered by Contractor under this contract.

**A Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 4 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City, and the student's individual I.E.P. Contractor's invoices shall describe the days of service, work, services, reports, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**5. Compensation to Students by Contractor.**

The parties agree that the Contractor shall be solely responsible to compensate the students for work performed at the site in accordance with Department of Labor Fair Labor Standards Act. CWR shall be responsible to obtain employment information, to include social security numbers, I-9 forms, etc., from the student's parents/guardians as needed by them. Contractor shall pay wages on a weekly basis for work performed in the previous week. Contractor shall be responsible for paying all required state and federal taxes. In particular and as applicable:

- A.** The Contractor shall withhold FICA (Social Security) from the student's payment.
- B.** The Contractor shall make state or federal unemployment insurance contributions on behalf of the Contractor or the student.
- C.** The Contractor shall withhold state or federal income tax from payment to the student.
- D.** The Contractor shall make disability insurance contributions on behalf of the student.
- E.** The Contractor shall obtain workers' compensation insurance on behalf of the student.

**6. Representation Regarding Qualification.**

The Contractor represents that its employees are licensed, if applicable, to perform the scope of work set forth in this Agreement. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. If the Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

- A. Representations regarding Criminal Violations.** The Contractor represents and warrants that it and its employees who are involved with City students in the transitional program have no history of violations of the laws or regulations of the



State of Connecticut pertaining to public health, have not been convicted of a crime, are not listed on the DCF Registry and have no criminal investigation pending. The Contractor further warrants and represents that it has conducted a records check of each individual and has found no such violation.

7. **Confidentiality.**

The Contractor shall strictly adhere to all State and Federal Statutes, rules, policies, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records. If applicable, all information furnished by the City or gathered by the Contractor shall be used solely for the purposes of providing services under this agreement.

- A. Contractor acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records or information of City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. §1232g) and related regulations (34 C.F.R. § 99) and shall comply with the requirements of said statutes and regulations and shall hold said information in the strictest of confidence, and agrees to use information obtained from the City only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, the Contractor has no authority to make disclosures of any information obtained in the course of performing this agreement.

8. **Student Data Privacy.**

- A. Contractor shall comply with all relevant provisions of Public Act No. 16-189 entitled An Act Concerning Student Data Privacy, as it applies to this contract and agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

B. Contractor agrees that student records, student information, and student-generated content (herein after "student data") as defined by Connecticut P.A. 16-189 are not the property of, or under the control of the Contractor. Contractor agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

C. Contractor agrees that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of the Contractor.

D. Contractor agrees that, students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or

student-generated content and correct erroneous information, if any, in such student record.

E. The Contractor agrees that it will not retain any student data or let said student data remain available to the Contractor upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student have entered into an Agreement with the Contractor regarding the retention of the student's data in an electronic form or database.

9. **Security Breach of Student Information and Data.**

A. **Procedure for Notification Regarding Breach or Unauthorized Release of Student Information.** The Contractor shall establish a procedure and provide a copy of said procedure to the City setting forth its policy for notification to the City and Parents when there has been a breach or unauthorized release of student information or records pursuant to Public Act No. 16-189.

10. **Indemnification.**

A. The Contractor shall indemnify, defend and hold harmless the City, the City's Board of Education and their agents, officials and employees from and against all claims, suits, damages, losses, judgments, damages, costs and expenses including attorney's fees arising out of or resulting from the Contractors negligence or intentional act. The Contractor shall not be responsible if said claims result solely from the actions or negligence of the City and the Board and their officers, agents or employees.

B. Any insurance protection required by this Agreement, or otherwise provided by the Contractor, shall not in any way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

11. **Contractor's Liability Insurance.**

The Contractor shall provide all the insurance required under this section and said insurance has been approved by the City prior to the commencement of this agreement., Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. The Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

- A. **General Liability Insurance:** coverage with limits of:
- \$1,000,000.00 per Occurrence
  - \$2,000,000.00 General Aggregate
  - \$2,000,000.00 Products/completed operations Aggregate

- B. **Auto Liability Insurance:** \$1,000,000.00 Combined Single Limit Each Accident, Any Auto, All Owned and Hired Autos
- C. **Worker's Compensation:** Statutory limits within the State of Connecticut.  
Employer Liability (EL):  
\$500,000.00 EL Each Accident  
\$500,000.00 EL Disease Each Employee  
\$500,000.00 EL Disease Policy Limit
- D. **Excess/Umbrella Liability Insurance:** coverage with limits of:  
\$1,000,000.00 each Occurrence  
\$1,000,000.00 Aggregate
- E. **Abuse/Molestation Liability Insurance:** coverage with limits of:  
\$1,000,000.00 per Occurrence  
\$1,000,000.00 Aggregate  
Applicable to Contractors working directly with youth/minors.
- F. **Certificates of Insurance.**

Contractor's General Liability Insurance policies/Certificates of Insurance shall be endorsed to add the City and its Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance including an Additional Insured Endorsement, and a Waiver of Subrogation Endorsement verifying the above coverages, and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and its Board of Education are listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of subrogation."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. The Contractor shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy (ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless written notice of no less than thirty (30) days has been mailed to:

City of Waterbury

Attn: Education Dept.-Robert Brenker, 3rd Floor  
236 Grand Street  
Waterbury, CT 06702

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

**G. Failure to Maintain Insurance.**

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may terminate this Agreement immediately upon information of no insurance coverage.

**12. Termination.**

**A. Termination of Agreement for Cause.** If, through any cause, in part or in full, not the fault of Contractor, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

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

**B Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this agreement.

**C. Termination for Lack of Funding.** The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable

manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

**D.** The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

**1. Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to Contractor.

**2. No Payment for Lost Profits.** In no event shall the Board or the City be obligate to pay or otherwise compensate Contractor for any lost or expected future profits.

**13. Non-Appropriation.**

The Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Aldermen of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

**14. Discriminatory Practices.**

In performing this Agreement, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment

as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

**A. Equal Opportunity.**

In its execution of the performance of this Agreement, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements and will require the same of all subcontractors.

**15. Assignability**

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City.

**16. Interest of City Official.**

No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

**17. Prohibition Against Gratuities and Kickbacks.**

No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

18. **Prohibition Against Contingency Fees.**

The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

19. **City of Waterbury's Ethics Code Ordinance.**

The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

20. **Debarment.**

The Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Orders 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

21. **Entire Agreement.**

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

22. **Independent Contractor Relationship.**

The relationship between the City and the Contractor is that of independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City, the Contractor or any employee, or agent of the Contractor. Both parties acknowledge that the Contractor and its employees are not employees of the City for federal or state tax purposes.

As the Contractor and its employees are not employees of the City, the Contractor is responsible for paying all required state and federal taxes. In particular:

- A. The City will not withhold FICA (Social Security) from the Contractor's payment.
- B. The City will not make state or federal unemployment insurance contributions on behalf of the Contractor or its employees or agents.
- C. The City will not withhold state or federal income tax from payment to the Contractor or its employees or agents.
- D. The City will not make disability insurance contributions on behalf of the Contractor or its employees or agents.
- E. The City will not obtain workers' compensation insurance on behalf of the Contractor or its employees or agents.

23. **Audit.**

The City reserves the right to audit Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

24. **Severability.**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law.

25. **Survival.**

Any provisions of this Agreement that impose continuing obligations on the parties and shall survive the expiration or termination of this Agreement for any reason.

26. **Disputes; Legal Proceedings and Continued Performance.**

Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.



27. Waiver.

Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

28. Governing Laws.

This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

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

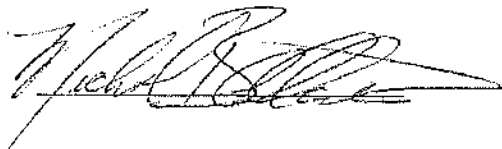
Neil M. O'Leary  
Mayor, City of Waterbury

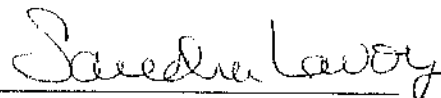
Print name

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

WITNESS:

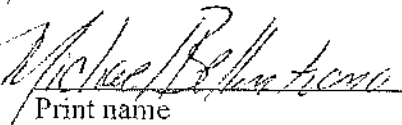
CONTRACTOR:  
CW RESOURCES, INC.



By: 

Print Name and Title

Sandra Laway  
V.P. Rehabilitation

  
Print name

Date: 3-23-17

## **ATTACHMENT A**

### **Yearly Rate Schedule**

City of Waterbury  
And  
CW Resources, Inc.  
(Consisting of one page)

### **COST OF SERVICES**

Daily job training, support and assessments -- \$100.00 per student/per day

Life Skills - \$20.00 per hour

Situational Assessments - \$300.00 per report

Enhanced Staffing (one to one staffing) - \$150.00 per day; Line of Sight - \$125.00

If the parties agree, additional transportation for a particular student from the student's District school to the CWR site located at 259 Great Hill Rd., Naugatuck and back to the District school from the Contractor's site located at 259 Great Hill Rd., Naugatuck, by CWR- \$ 25.00 per student/ per day.





# WATERBURY Public Schools

*Today's Students. Tomorrow's Leaders*

**Melissa Baldwin**

Special Education Department

236 Grand St. 2<sup>nd</sup> floor

Waterbury, CT 06702

203-574-8017

mbaldwin@waterbury.k12.ct.us

March 27, 2017

The Honorable Board of Aldermen  
City of Waterbury  
City Hall  
Waterbury, CT 06702

And

Honorable Commissioners  
Waterbury Board of Education  
236 Grand St.  
Waterbury, CT 06702

Re: Approval of Contract between City of Waterbury and  
Sacred Heart University

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that you approve a contract between the City of Waterbury and Sacred Heart University to enable speech and language students from the Graduate School of Speech Language Pathology to intern in the Waterbury Public Schools. This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding.

There is no cost associated with the contract which covers a three year period from the summer of 2017 through the summer of 2020 during which time Sacred Heart University can send speech and

#5

language pathology graduate student interns to Waterbury Public Schools as the parties agree are appropriate.

The contract enables the District to obtain speech and language graduate school interns while providing the interns with valuable and necessary experiences required for their degrees. The District has had interns from other colleges including UCONN and SCSU for social work and would like to have Sacred Heart University graduate school interns for speech and language pathology.

I appreciate your consideration in this important matter.

Sincerely,

A handwritten signature in black ink, reading "Melissa Baldwin". The signature is written in a cursive, flowing style with a large initial "M".

Melissa Baldwin

Enc. Agreement with Sacred Heart University

**AGREEMENT**  
for  
**Speech Pathology Externships**  
between  
**The City of Waterbury, Connecticut**  
and  
**Sacred Heart University, Inc. - College of Health Professions**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the City of Waterbury, Waterbury Public Schools, Chase Building, 236 Grand Street, Waterbury, Connecticut (the "City") and Sacred Heart University, Inc. - College of Health Professions, located at 5151 Park Avenue, Fairfield, CT, 06825 a Connecticut Non-stock Corporation duly registered University (the "University").

**WHEREAS**, the University is an accredited University awarding Baccalaureate and Master's degrees in the area of Speech Language Pathology; and

**WHEREAS**, the City desires to provide a program of clinical experience and instruction, or other fieldwork experience, as part of its educational program for Speech Language Pathology students (hereinafter the "Externs"); and

**WHEREAS**, the City, has agreed to provide clinical experience, a part of the University's Speech Pathology program, to qualified Speech Language Pathology students in the City's public school system.

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

**1. Term.**

**1.1** This Agreement shall commence in the Summer Semester of 2017 and shall terminate at the end of the Summer Semester of 2020 or the last scheduled school date, whichever occurs first, unless terminated sooner as provided herein.

**2. Compensation.**

**2.1** The City shall not compensate the University or the Externs, and the University shall not compensate the City for any services provided under this Agreement.

**3. Scope of Services.**

**3.1** During the term of this Agreement, the University shall furnish qualified student Externs to the City, who are enrolled in its Graduate Program in Speech Language Pathology and who have received a Baccalaureate Degree and are qualified to act as student Externs in the City's school system performing functions as described below. The City shall host such student Externs in its school system and shall provide the students with a clinical experience as outlined and described herein. The City shall provide the externs with practical experience in a class room setting as mandated by the Council on Academic

Speech Pathology Externships between the City of Waterbury and Sacred Heart University, Inc. - College of Health Professions

Accreditation in, which includes work in clinical assess Audiology and Speech Language Pathology (CAA) which includes work in clinical assessment and management of disorders of articulation, voice, fluency, fluency, language, and swallowing in children. Said experiences shall be supervised by University staff and City staff.

In furtherance of this Agreement, the designated party will do the following:

**4. The University hereby agrees:**

4.1 that the University's School of Health Sciences and Human Performance shall certify and furnish and the City shall host no more than five qualified students Externs for each fall, spring, and summer semester. The University shall certify for participation in the clinical Externship/student-teaching only those qualified Speech Language Pathology students enrolled in the Graduate Speech Language Pathology who have received a baccalaureate degree. In the event that the City deems it necessary to cancel a reserved space, due to circumstances beyond its reasonable control, it agrees to notify the University at least 60 days in advance of the commencement date of the student affiliation.

4.2 all functions performed by the University or Externs shall comply with any and all local, state, and federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Further, the University shall insure that the Externs comply with all rules, regulations, procedures, and policies of the University and the City.

4.3 that the academic preparation of the students it assigns shall be in keeping with the objectives and requirements of the clinical education program.

4.4 to designate and provide one person who shall be responsible for coordination of all aspects of the affiliation and its associated academic components.

4.5 that the students it assigns shall adhere to all policies and procedures of the City.

4.6 to require students to provide to the City evidence of physical examination and immunizations as may be reasonably required by the City.

4.7 to provide students with such mandatory education as is deemed appropriate by the University, including, but not limited to OSHA standards regarding blood borne pathogens and universal precautions.

4.8 that students shall not be deemed employees of the City, and are therefore not entitled to worker's compensation benefits or any other employment-related benefits.

4.9 to require students to carry professional liability insurance for student professionals in the amounts of \$1,000,000. per incident and \$3,000,000. in aggregate. The University also maintains general liability insurance which extends to students and faculty engaged in

Speech Pathology Externships between the City of Waterbury and Sacred Heart University, Inc. - College of Health Professions

practica and clinical training, and such insurance as further outlined in Section 8 of this Agreement.

4.10 to arrange for each potential Extern to be interviewed by the City. Such interviews shall be conducted before placement. Only those Externs of the University who have been interviewed and accepted by the school representative shall be permitted to Extern at the site.

4.11 that the University shall be solely responsible for evaluating and grading the performance of the Externs.

4.12 that the University shall require that the Externs report to each designated Externship site at the start of each school day and stay until the end of a required school day. The City will notify the University whenever an Extern does not timely report to the designated Externship site.

4.13 The University shall obtain and provide to the City a signed copy of the waiver of liability, attached hereto as Schedule A, and signed by each Extern, prior to participation in said program. Participation in the Program shall be contingent upon the City's receipt of such waiver of liability.

5. **The City hereby agrees:**

5.1 to provide onsite supervision of the Speech Language Pathology Extern by appropriate, qualified personnel, make available the relevant facilities for student training, including necessary and appropriate equipment and supplies, and shall undertake such activities as will permit the Speech Language Pathology Extern to gain field experience.

5.2 to provide a planned, supervised program of clinical instruction consistent with the objectives of the University's clinical education program, and shall provide suitable facilities and sufficient personnel necessary to carry out this program.

5.3 to make available to students reasonable access to emergency medical services at the student's own expense.

5.4 to designate one person as Program Coordinator, who shall be responsible for the learning experience of the students, such person having met the academic and other standards established by the parties.

5.5 to provide the students with an orientation to the policies and procedures of the Clinical Education Program in advance or at the beginning of the affiliation.

5.6 to ensure that all records relating to a student's performance while with the City shall be made available only in conformance with the Family Education rights and Privacy Act of 1974, 20 U.S.C. section 1232g, and other governing laws.



5.7 that the City may terminate, upon reasonable cause as determined by the City in consultation with the University, the clinical placement of any student due to breach of the rules and regulations of the City, or whose work performance is unsatisfactory or whose physical and/or mental health renders the student unable to perform the essential requirements of the clinical education program, with reasonable accommodation. Prior to termination, the City will provide the student and the University with notice of the proposed termination and reasons therefore, and shall furnish the student and the University opportunity to respond to such notice. Notwithstanding anything to the contrary in this agreement, the City reserves the right to take immediate action in the event of an emergency, and when same is required to protect patient or staff care or welfare.

**6. Criminal Background Check and DCF Registry Check.**

6.1 The University shall provide to each proposed Extern an authorization in the form attached as Schedule A requesting and authorizing the RESC to release the results of the Extern's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families background check report to the City of Waterbury. The University will instruct the proposed Extern to go to the RESC for fingerprinting and to present and execute the authorization to the RESC at the time of fingerprinting. Each proposed Extern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks. The University shall conduct a DCF registry check of each proposed Extern as required under Connecticut law and provide the results to the City that no Externs' names are contained herein.

6.2 The City shall confirm that, in accordance with C.G.S. Section 10-221d, the proposed Externs have submitted to fingerprinting and state and national criminal history checks within thirty (30) days of commencing their Externships. Should the results of any criminal history check for any Extern be unsatisfactory, then upon receipt of notice of this from the RESC, the City shall terminate the Externship of such Extern and notify the College's/University's Director of Externship and Field Experience, or her designee, of such termination.

6.3 The provisions of this Section 6 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

**7. Indemnification.**

7.1 University agrees to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the University's and the Extern's obligations under this Agreement, by the negligent acts, errors or omissions of University, the Extern or anyone for whom the University is legally responsible.

**8. University's/Extern's Insurance.**

**8.1** The University or Extern shall not commence work under this Contract until all insurance required under this Section 8 has been obtained by the University or Extern and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**8.2** At no additional cost to the City, the University or Extern shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the University's and/or Extern's obligation under this Contract, whether such obligations are the University's or Extern's or person or entity directly or indirectly employed by said University or Extern, or by any person or entity for whose acts said University or Extern or subcontractor may be liable.

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

**8.4** The following policies with stated limits shall be maintained by the University or the Extern as indicated below, in full force and effect, at all times during which the services are to be performed by the University or Extern:

**8.4.1 General Liability Insurance:** 1,000,000.00 per occurrence, \$2,000,000.00 aggregate

The University shall provide General Liability Insurance providing coverage to protect the City for all damages arising out of bodily injuries, property damage or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**8.4.2 Professional Liability Insurance:** \$1,000,000.00 each claim, \$1,000,000.00 aggregate limit

The University shall provide Professional liability (also known as, errors and omissions) insurance providing coverage to the University, the City or Extern. Professional Liability Insurance: Professional liability (also known as, errors and omissions) insurance providing coverage for the University as it relates to Educational Services provided to City of Waterbury Board of Education.

Speech Pathology Externships between the City of Waterbury and Sacred Heart University, Inc. - College of Health Professions

**8.4.3 Professional Liability Insurance:** \$2,000,000.00 each claim, \$4,000,000.00 aggregate limit

The Extern shall provide said Professional Liability Insurance Policy as required by the University. The University shall provide Professional liability (also known as, errors and omissions) insurance providing coverage to the University, the City or Extern, as it relates to Educational Services provided to City of Waterbury Board of Education.

**8.4.5 Sexual Abuse/Molestation Liability Insurance:** \$1,000,000 each claim, \$2,000,000 aggregate limit

The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegation involving an Extern within the program.

**8.5 Failure to Maintain Insurance:** It shall be a material breach of this Agreement if the University or the Extern fails to maintain the minimum required coverage as set forth herein.

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

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

**8.8** In the event of a loss or claim or upon reasonable request by the City, which request shall not be unreasonably withheld, the University or Extern shall deliver to the City a copy

of the University or Extern's insurance policies and any applicable endorsements and riders.

**9. Discriminatory Practices.**

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

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

**9.3 Equal Opportunity.** In its execution of the performance of this agreement, both parties shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national origin or citizenship status, age or handicap. The University agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**10. Termination.**

**10.1 Termination of Agreement.** Either party may terminate this agreement with or without cause upon sixty (60) days written notice to the other party. In the event that this Agreement is terminated by either party, the Extern(s) enrolled at the time of termination will be given the opportunity to complete their clinical education at the City where they were placed prior to the termination.

**11. Confidentiality/FERPA.**

**11.1** In the event that University, or Extern comes into possession of education records of City of Waterbury students, as defined in and governed by Family Educational Rights

Speech Pathology Externships between the City of Waterbury and Sacred Heart University, Inc. - College of Health Professions

and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99), the University, or Extern, shall comply with the requirements of said statute and regulations, and agrees to use information obtained regarding student education records only for the purposes provided in this Agreement. Without the prior written consent of the student, as required by FERPA, University, or Extern, has no authority to make any other disclosures of any information from education records.

11.2 To the extent the City generates or maintains educational records related to the Extern and as defined under the Family Educational Rights and Privacy Act of 1974 ("FERPA") (20 U.S.C §1232g; 34 CFR Part 99), the City agrees to comply with FERPA to the same extent as such laws and regulations apply to the University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the University hereby designates the City as a school official with a legitimate educational interest in the educational records of the Extern(s) to the extent that access to the University's records is required by the City to carry out the program.

**12. Assignability.**

12.1 Both parties shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the other party.

**13. Independent Contractor Relationship.**

13.1 The relationship between the City, the University, and the Externs is that of an independent contractor. No agent, employee, or servant of the University, or Extern shall be deemed to be an employee, agent or servant of the City. The University and /or its Externs and /or its employees shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation, coverage, health benefits, etc. The University shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, Externs, or representatives.

**14. Governing Laws.**

14.1 This agreement, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**15. Governmental Immunity.**

15.1 Notwithstanding any provisions to the contrary contained in this agreement, it is agreed and understood that the City of Waterbury shall not be construed to have waived any rights or defenses of governmental immunity, under C.G.S.A. § 52-577n, which it may have with respect to all matters arising out of this agreement.

Speech Pathology Externships between the City of Waterbury and Sacred Heart University, Inc. - College of Health Professions

in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

**20.2 Prohibition against Gratuities and Kickbacks.** No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any of the following pertaining to any program requirement or a contract or purchase order, or to any solicitation.

No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

**20.3 Prohibition against Contingency Fees.** The College hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

{  
[Signature page follows.]

Speech Pathology Externships between the City of Waterbury and Sacred Heart University, Inc. - College of Health Professions

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

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

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

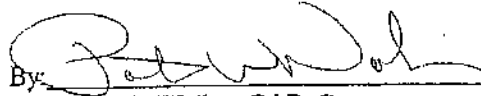
\_\_\_\_\_

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

WITNESS:

SACRED HEART UNIVERSITY, INC.  
COLLEGE OF HEALTH PROFESSIONS

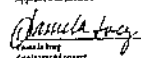
\_\_\_\_\_

By:   
Patricia Walker, Ed D, Dean  
College of Health Professions

\_\_\_\_\_

Date: 2/13/17

Approved on behalf of

  
Pamela Ivey  
Counselor at Law  
Sacred Heart University

Digitally signed by Pamela Ivey  
DN: cn=Pamela Ivey, o=Sacred Heart  
University, ou=Paralegal,  
email=iveyp@shu.sacredheart.edu, c=US  
Date: 2017.02.13 17:15:50 -0500

**SCHEDULE A  
WAIVER OF LIABILITY,  
INDEMNITY AGREEMENT AND  
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in an Externship that includes observation and, when appropriate, participation in some of the various functions of the Department of Education, and in further consideration of the of Sacred Heart University, Inc. - College of Health Professions allowing me to participate in said Externship, I, \_\_\_\_\_, the Undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid Externship with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said Externship or any associated activity.

I further agree to indemnify and hold harmless the City of Waterbury and its boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees which may directly or indirectly result from or occur as a consequence of said Externship or any associated activity.

I further agree and understand that I am neither an employee of the City of Waterbury nor of Sacred Heart University, Inc. - College of Health Professions, but rather that I am a Speech Language Pathology Graduate Student at Sacred Heart University, Inc. - College of Health Professions in its Graduate Speech Language Pathology Program participating in an Externship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



Speech Pathology Externships between the City of Waterbury and Sacred Heart University, Inc. - College of Health Professions

State of Connecticut:

: ss: Waterbury \_\_\_\_\_, \_\_\_\_\_, 201\_\_

County of New Haven:

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of Superior Court  
Notary Public  
My Commission Expires: \_\_\_\_\_

Speech Pathology Externships between the City of Waterbury and Sacred Heart University, Inc. - College of Health Professions

**SCHEDULE B**  
**AUTHORIZATION FOR RELEASE OF RESULTS OF EXTERN CRIMINAL HISTORY**  
**RECORDS CHECKS**

The undersigned, \_\_\_\_\_, a graduate Speech Language Pathology in the Graduate of Speech Language Pathology Program at Sacred Heart University, Inc. - College of Health Professions, hereby requests and authorizes Cooperative Educational Services (a Regional Education Service Center) to release to the Dean of the Sacred Heart University, Inc. - College of Health Professions, or her designee, and to the Board of Education of the City of Waterbury the results of my state and national criminal history records check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

\_\_\_\_\_  
Speech Language Pathology Extern Signature

\_\_\_\_\_  
Printed Name of Speech Language Pathology Extern

Dated: \_\_\_\_\_