

**SUMMARY OF TERMS**

**Negotiations for Successor Contract**

**Town of Fairfield / Unit #34 of AFT Nurses and Health Professionals  
AFT Connecticut, AFL-CIO**

**(Fairfield Public Health Nurses)**

**Key Provisions**

- TERM (Cover; §28.01) 4 years (2020-2024)
- WAGES (§22.01; Appendix A)
  - Wage Increases 2.25% (retro); 2.25% (retro); 2.5%; 2.5%
  - Steps Effective July 1, 2022, eliminate "Initial" and "Step 1" steps; Reclassify employees in those steps to existing Step 2 (and adjust their pay rate accordingly); Establish existing Step 2 as the new starting step.
- HEALTH INSURANCE (§16.05) 16.0%; 16.0%; 16.5%; 17.0%
- HEALTH INSURANCE OPT-OUT (§16.06) Effective May 1, 2022, eliminate health insurance buy-out option for all existing employees and new hires; employees participating in buy-out as of April 30 remain eligible for buy-out so long as they continue to opt out.
- RETIREE HEALTH/LIFE INSURANCE (§15.02) Eliminate retiree health insurance / life insurance for employees hired on or after April 1, 2022.  
  
Employees hired on or before March 31, 2022 remain eligible for retiree health insurance / life insurance as provided.
- OPEB (§15.05) End employee OPEB contributions on or before March 31, 2022.  
  
One-time opportunity to opt out of OPEB (by August 31 2022); Refund of employee contributions through March 31, 2022; No future opt-in.



Opportunity to opt out of OPEB upon qualifying retirement from Town employment; receive refund of employee OPEB contributions; No future opt-in.

Refund of employee OPEB contributions upon separation from Town employment (prior to retirement); ineligible for OPEB benefits.

Where applicable, refunds of employee OPEB contributions are without interest.

Full-time employees benefits eligible as of first day of month following date of hire in a bargaining unit employee.

- BENEFITS ELIGIBILITY (§16.01)

#### Other

- RECOGNITION (§1.01)

Clarification of positions included in bargaining unit; Clarification of "Substitute Nurses" excluded from bargaining unit.

- PROBATIONARY PERIOD (§3.01)

Clarification of probationary period for new full- and part-time hires; Days which do not count toward probationary period; Status during probationary period; Option to extend probationary period.

- REGULAR WORK WEEK (§3.02)

Clarification of regular work week for full- and part-time employees; Clarification of part-time employee eligibility for fringe benefits.

- ORDER OF LAYOFF (§4.02)

Clarify order of layoff.

- NOTICE OF LAYOFF (§4.03)

Notice of layoff; Pay in lieu of notice (pro rata basis).

- RECALL (§4.04)

Update language re: recall from layoff.

- VACANCIES/NEW POSITIONS (§4.06)

Clarify process for posting / filling vacancies; Discretionary posting of part-time positions; Establish priority list opportunity for school assignments.

- FULL-TIME/PART-TIME (§5.02)

No overtime without supervisor approval.



- SUBSTITUTE DUTY (§5.05) Clarifying opportunity and procedures for working Substitute Duty.
- HOLIDAYS (§6.01) Clarify holidays for 10-month employees (public and private school assignments) and 12-month employees.
- VACATIONS (§7.02) Clarify vacations for 10-month (public and private school assignments) and 12-month employees.
- USE OF VACATION (§7.03) Clarify use of vacation; no carry-over.
- VACATION – PROBATIONARY PERIOD (§7.04) Clarification of employees eligible.
- JURY DUTY (§13.04) Clarify eligibility for jury duty; eligibility for paid jury duty; update procedures for jury duty.
- RETIREMENT PLANS (§15.01) Clarify eligibility for defined benefit plan / defined contribution plan participation.
- DEFINED BENEFIT PLAN ELIGIBILITY (§15.03) Defined Benefit Plan closed to all employees not enrolled as of June 30, 2021.
- LONG-TERM DISABILITY (§15.04) Clarify eligibility for long-term disability benefits.
- UNION MEMBERSHIP; DUES (§20.01) Update Union membership / dues provision, consistent with Janus decision; clarify procedures for dues deductions.
- PAY CYCLE (§22.01) Effective July 1, 2022, elimination of 12-month pay cycle option for 10 month employees.
- CONTRACT REVIEW (MOA) Ongoing voluntary contract review.







**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**THE TOWN OF FAIRFIELD**

**- and -**

**FAIRFIELD PUBLIC HEALTH NURSES**

**UNIT #34 OF AFT NURSES AND HEALTH PROFESSIONALS,  
AFT CONNECTICUT, AFL-CIO**

**JULY 1, 2020 – JULY 1, 2024**

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*This collective bargaining agreement (the "Contract") is entered into by and between, respectively, the Town of Fairfield (the "Town") and the Fairfield Public Health Nurses, Unit 34 of AFT Nurses and Health Professionals – AFT Connecticut, A.F.L.-C.I.O. (the "Union") and is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are within the provisions of the Contract in order that more efficient and progressive public services may be rendered.*

#### **ARTICLE I – RECOGNITION**

##### **Section 1.01**

*The Town hereby recognizes the Union as the exclusive collective bargaining agent on all matters of wages, hours, and conditions of employment as expressed in the terms of the Contract, for the bargaining unit consisting of all Public Health Nurses, including Licensed Practical Nurses and Nurse Coordinators, employed by the Town to work a regular full-time (37.5 hours / week) or part-time (at least 19.5 hours / week) schedule, and excluding all supervisors, all temporary employees as defined in Article III of the Contract, and all nurses working exclusively on a substitute basis ("Substitute Nurses"). As used in this Contract, Substitute Nurses means nurses who are not in the bargaining unit and who have registered with the Town to work substitute duty: substituting for members of the bargaining unit on an as-needed basis or when members of the bargaining unit are absent or unavailable for their shifts ("Substitute Duty").*

#### **ARTICLE II – MANAGEMENT**

##### **Section 2.01**

The Town of Fairfield reserves and retains, solely and exclusively, all rights and authority as existed prior to the execution of this **Contract**. Management's exercise of the foregoing shall not conflict with any provisions of this **Contract**. The right of the Town in all respects to manage its business, operations, and affairs; to establish wages, hours of work, and other conditions of employment subject to the applicable collective bargaining statutes of the State of Connecticut, and to change, combine, establish, or discontinue jobs or operations shall be unimpaired. The Town's not exercising any of its rights hereunder, or its exercising of any right in a particular way, shall not be deemed a waiver of any such right or preclude the Town from exercising the same in some other way not in conflict with the expressed terms of this **Contract**.

#### **ARTICLE III - PROBATIONARY, PART-TIME, AND TEMPORARY EMPLOYEES**

##### **Section 3.01**

*Employees shall serve a probationary period upon hire into a bargaining unit position. For full-time employees, the probationary period shall be the first six (6) months of employment in the bargaining unit position. For part-time employees, the probationary period shall be the first 468 hours worked in the bargaining unit position.*

*Leaves of absence and vacation periods of one (1) or more weeks in duration shall not count toward the employee's probationary period.*

*During the probationary period, a probationary employee may be demoted, transferred, disciplined, suspended, discharged and/or laid off by the Town at the Town's discretion and any such actions by the Town shall not be subject to challenge under the grievance and arbitration provisions in this Contract.*

*With the Union's consent, which shall not be unreasonably withheld, the Town may extend an employee's probationary period for up to one (1) month (full-time employees) or up to 78 hours.*

*Upon successful completion of the probationary period, employees shall be notified in writing by the Director of Public Health.*

#### **Section 3.02**

*The regular work week for full-time bargaining unit employees is thirty-seven and one-half (37.5) hours, inclusive of a paid one-half (.5) hour lunch period. The regular work week for part-time bargaining unit employees is at least nineteen and one-half (19.5) hours but less than thirty-seven and one-half (37.5) hours.*

*Eligibility for and participation in fringe benefits is subject to the terms of this Contract and to the terms and conditions of any applicable benefits plan.*

*Part-time employees are not eligible for fringe benefits except as expressly provided in this Contract.* Where part-time employees are eligible for fringe benefits, as set forth in this *Contract*, their benefit shall be determined based on fifty-percent (50%) of the benefits *for which full-time employees are eligible*, provided that such proration shall not apply with regard to the professional liability insurance benefit set forth in Article X.

#### **Section 3.03**

A temporary employee is one employed for a period not to exceed six (6) months, to meet the immediate requirements of the nursing service provided by the Town, generally to replace a full-time employee who is on a leave of absence or out due to illness or accident. This provision shall not apply to positions, which are specifically funded by grants limited in time.

#### **Section 3.04**

Probationary employees will be eligible for Holiday Pay and Workers' Compensation benefits as provided in this *Contract*.

## **ARTICLE IV – SENIORITY**

### **Section 4.01**

Upon satisfactory completion of the probationary period, an employee shall be granted seniority retroactive to the date employment began. All non-probationary employees shall be placed on the appropriate seniority list. The changes agreed upon in this Article shall not result in any adjustments to the current seniority listing for existing employees.

### **Section 4.02**

*In the event of a lay-off, and unless mutually agreed otherwise, bargaining unit employees shall be laid off by inverse seniority within a job classification. The order of lay-off within a job classification ordinarily shall be as follows:*

- a) *Temporary Employees*
- b) *Probationary Employees*
- c) *Part-Time Employees*
- d) *Full-Time Employees*

### **Section 4.03**

*In the event of a lay-off, bargaining unit employees being laid off shall be entitled to at least four (4) weeks' advance notice of the layoff. If a bargaining unit employee is laid off with less than four (4) weeks' advance notice, the employee shall be entitled to pay in lieu of notice in an amount equal to the employee's regular pay for the period of lost notice.*

*As used in this provision, 'period of lost notice' means the period equal to the difference between four (4) weeks and the actual period of notice given. For example, if an employee is laid off and is given only three (3) weeks' advance notice of the lay-off, the period of lost notice is one (1) week; if only two and one-half (2.5) weeks' advance notice is given, the period of lost notice is one and one-half (1.5) weeks.*

### **Section 4.04**

*Nurses laid off shall be eligible for recall for a period of two (2) years from the date of layoff ("Recall Period") and shall be rehired before new employees during the Recall Period. Recall shall be done by seniority in the reverse order of layoff.*

### **Section 4.05**

Employees shall lose their seniority if they:

- a) Voluntarily resign.
- b) Are dismissed for just cause.

- c) Are absent for five (5) consecutive days without proper notification to their supervisor or without satisfactory excuse.
- d) Exceed a leave of absence without satisfactory explanation.
- e) Accept employment elsewhere while on leave of absence, except during maternity or education leave.

#### **Section 4.06**

##### **a) Posting Vacancies / New Positions**

*Job openings for bargaining unit positions ("Vacancies") shall be posted on the Town's electronic applicant tracking system and a copy of the posting shall be sent to the Union President through electronic mail as follows:*

- *Vacancies for new bargaining unit positions shall be posted for a period of fourteen (14) calendar days;*
- *Vacancies for existing bargaining unit positions shall be posted for a period of seven (7) calendar days.*

*Vacancy posting notices shall state the job title of the position to be filled, the regular hours of work for the position, the pay range for the position, the minimum requirements for the position and any application requirements.*

*During the posting period, the Town may advertise any Vacancies externally. The Town shall not fill any Vacancies until the posting period has expired.*

*Bargaining unit employees wishing to apply for a posted Vacancy shall apply online through the electronic applicant tracking system within the posting period, complying with any application requirements. The Town shall have no obligation to consider applications submitted after the posting period has expired.*

##### **b) Filling Vacancies.**

*The Town shall be entitled to fill Vacancies with the most qualified candidate, as determined by the Town, based on the position requirements and factors including the candidate's credentials (e.g., education, licensing, certifications), relevant experience, skills and abilities, and past performance in a bargaining unit position (if applicable).*

*If the Town determines that an external (non-bargaining unit) candidate is the most qualified, the Town shall be entitled to select the external candidate ahead of any bargaining unit candidate. If a bargaining unit candidate and an external candidate are equally qualified for the Vacancy, the Town shall select the bargaining unit candidate ahead of the external candidate. If more than one bargaining unit candidate meets the qualifications for the Vacancy and they are equally qualified, the more senior bargaining unit employee shall be selected to fill the Vacancy ahead of other bargaining unit employees.*

c) *The Town may but is not required to post part-time positions.*

d) **Priority List**

*Bargaining unit employees wishing to be considered for Vacancies in particular schools may submit their top three (3) school choices to the Nursing Supervisor for inclusion on a "Priority List" to be established up to twice annually by the Nursing Supervisor.*

*In filling Vacancies, the Town shall consider the Priority List and, when feasible, shall endeavor to assign successful applicants to schools of their choice. When a school assignment is feasible and where more than one successful applicant has selected the same school, the more qualified applicant shall receive the school assignment or, if the applicants are equally qualified, the more senior applicant shall receive the assignment.*

*Inclusion on the Priority List is not a guarantee of being selected to fill a Vacancy or, if selected to fill a Vacancy, of being assigned to an employee's preferred schools.*

**Section 4.07**

When a school day ten-month position becomes vacant, it shall be posted as a school day ten-month position. If, in accordance with 4.06 above, a member of the bargaining unit does not successfully bid on the open position, the Town shall make a good faith effort to fill the position from outside the bargaining unit on a full-time basis. The Town will fill the position on a part-time basis only as a last resort. Notwithstanding the above, the decision as to whether to fill any vacant position shall be determined by the Town.

**Article V – HOURS OF WORK**

**Section 5.01**

- a) The normal workday and workweek for school day ten-month employees shall continue as established by precedent.
- b) All ten month employees assigned to public or private schools shall work the student calendar of the school where assigned and shall commence work six (6) days immediately prior to the first student day (except as otherwise approved by the Nursing Supervisor), two (2) days which shall be scheduled by the Nurse and Nursing Supervisor; they shall be compensated at their per diem rate for any additional days.

If a nurse is assigned to both public and private schools, or to more than one private school, her calendar shall be designated by the Nursing Supervisor.

**Section 5.02**

*The regular workweek for all full-time bargaining unit employees shall be thirty-seven and one-half (37.5) hours, inclusive of a one-half (.5) hour meal period. The regular work week for part-*

***time bargaining unit employees is at least nineteen and one-half (19.5) hours. No employee shall work in excess of their regular workweek without prior approval of the Nursing Supervisor.***

#### **Section 5.03**

Part-time employees shall be paid for the regularly scheduled workdays on days that school openings are delayed or there is an early dismissal. Part-time employees shall be paid for all hours actually worked beyond their regular hours for assessments, SAT's and inclusion meetings, etc. with prior approval from the Nursing Supervisor.

#### **Section 5.04**

Nurses shall work on emergency or disaster preparedness activities when a state of emergency is declared by the Federal Government, the State of Connecticut or the First Selectman of the Town Of Fairfield. The hours of work shall be determined by the Director of Health in accordance with provisions necessary to protect and preserve the public health. Nurses shall be compensated at time and one half their rate of pay for any hours worked under this section.

Nurses are expected to make reasonable efforts to report for such emergencies, but they may be excused by the Director of Health or his designee for personal reasons, including, but not limited to, illness, child care responsibilities, caretaker responsibilities or personal involvement in the emergency.

The Town shall use reasonable efforts to provide training that accommodates nursing schedules.

#### **Section 5.05 – Substitute Duty**

***Bargaining unit employees are eligible to register for and work Substitute Duty which does not conflict with their regular work schedules or assignments.***

***Bargaining unit employees wishing to register for Substitute Duty must notify the Nursing Supervisor in writing, providing their names, position, home school and availability (days/times). Employees registering for Substitute Duty shall update their registration periodically, including their availability. Employees wishing to be removed from the Substitute Duty list shall notify the Nursing Supervisor in writing.***

***Bargaining unit employees who register for Substitute Duty will be placed on the Town's Substitute Duty list with Substitute Nurses and will be eligible for Substitute Duty assignments on an equal basis with Substitute Nurses. Substitute Duty assignments shall be made by the Nursing Supervisor from the Substitute Duty list on an as-needed basis, based on availability and skills et. Employees on the Substitute Duty list must respond to the Nursing Supervisor's call and must be available for Substitute Duty when called to receive the Substitute Duty Assignment.***

***Substitute Duty shall not be considered part of an employee's regular duties under this Contract or under any Town of Fairfield ordinances and Substitute Duty hours worked shall not change an employee's job classification, status or eligibility for benefits under this Contract.***

## **ARTICLE VI – HOLIDAYS**

### **Section 6.01**

#### **a) Holidays: 10 Month Employees (Full- and Part-Time)**

*All bargaining unit employees are eligible for paid holidays. All bargaining unit employees receive paid holidays based on the holiday schedule observed by the public schools for public school teachers during the ten-month employment year. To the extent that a private school does not observe the same holidays as the public schools, the following shall apply:*

- Private school employees shall receive the same total number of paid holidays per ten-month employment year as public school employees;*
- Holidays in common, if any, shall be paid based on the day the common holiday is observed by the public schools;*
- Any remaining paid holiday balance shall be applied toward days the private school observes as holidays or, if the private school observes fewer holidays than the public schools, may be taken as personal days or vacation days;*
- To the extent a private school observes holidays in excess of the total number of paid public school holidays, those excess days are unpaid.*

*Part-time employees receive four (4) hours of pay for each holiday.*

*Holidays are paid at an employee's regular pay rate. Employees assigned to private schools are eligible to work public school assignments during unpaid private school holidays.*

#### **b) Holidays: 12-Month Employees (Full-Time)**

For twelve-month full-time employees the Town will recognize twelve (12) paid holidays per year as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Floating Holiday

Twelve month employees who are required to work on one of the recognized holidays will be paid at the rate of time and one half for all hours worked on that day.

#### **Section 6.02**

If a holiday falls on a Saturday or Sunday, another day in lieu will be granted.

#### **Section 6.03**

To be eligible for holiday pay, an employee must work at least one day during the week in which the holiday falls or be on vacation. Employees absent for the entire week on which the holiday falls will have that holiday charged to their Workers' Compensation provision or sabbatical, whichever is applicable. An employee on paid sick leave for that week shall have the holiday(s) charged to the holiday or vacation account whichever is appropriate and the balance of the week to the sick leave account.

### **ARTICLE VII – VACATIONS**

#### **Section 7.01**

Vacation entitlement for ten-month employees shall be the vacations according to the school calendar.

#### **Section 7.02 – Non-School Employees (12-Month Work Year)**

*For regular, full-time non-school (12-month) employees, vacation is provided according to the following schedule:*

- **July 1, 2020 through June 30, 2022**

*During the period between July 1, 2021 through June 30, 2022, vacation is earned as follows, based on anniversary date of hire:*

<b><u>Years of Service**</u></b>	<b><u>Amount of Vacation</u></b>
<b><u>Under 1 year</u></b>	<b><u>1 working day per month to a max of 10 days</u></b>
<b><u>1 year to less than 5 years*</u></b>	<b><u>10 working days</u></b>
<b><u>5 years to less than 10 years*</u></b>	<b><u>15 working days</u></b>
<b><u>10 years or more*</u></b>	<b><u>20 working days</u></b>
<b><u>20 years or more*</u></b>	<b><u>25 working days</u></b>

- **Effective July 1, 2022**

*Effective July 1, 2022, vacation is provided as follows, based on anniversary date of hire:*

<u>Years of Service*</u>	<u>Amount of Vacation</u>
Hired before January 1 <sup>st</sup>	10 working days upon hire
Hired between January 1 <sup>st</sup> to March 1 <sup>st</sup>	5 working days upon hire
1 year to less than 5 years*	10 working days
5 years to less than 10 years*	15 working days
10 years or more*	20 working days
20 years or more*	25 working days

\* Anniversary milestones for vacation determination will be the anniversary milestone in the upcoming fiscal year.

Any part time school employees (19.5 hours) who are hired into a regular full-time non-school (12 month) bargaining unit position shall be credited half a year (.5) of service for each full year of part time work in determining years of service above.

#### Section 7.03

All vacation time must be used during the fiscal year in which it is provided or it expires. Vacation time does not carry over from one fiscal year to the next. There is no pay in lieu of unused vacation. Unused vacation, if any, is not paid out upon separation from employment.

#### Section 7.04 - Non-School (12-month) Employees – Probationary Period

Paid vacation time may be granted during an employee's probationary period at the discretion of the supervisor.

### ARTICLE VIII - SICK OR INJURY LEAVE

#### Section 8.01

Effective upon ratification of this Contract, full time employees absent due to non-occupational sickness or injury will receive sick leave benefits according to the following schedule:

<u>LENGTH OF SERVICE</u>	<u>DISABILITY BENEFITS</u>
6 months to 1 year	1 working day at full pay for each month of service not to exceed 6 days
1 year to 5 years	10 working days at full pay
5 years to 10 years	15 working days at full pay
Over 10 years	20 working days at full pay

Part-time employees shall be eligible to receive prorated sick leave benefits pursuant to Section 3.02.

**Section 8.02**

Sick leave with pay may be utilized for appointments with physicians or dentists provided that such appointments cannot be scheduled during off duty hours.

**Section 8.03**

An employee's employment date shall determine the length of service and eligibility for benefits described in this Article.

**Section 8.04**

Full-time employees shall be entitled to accumulated ten (10) unused sick days per year up to a maximum of one hundred twenty (120) days. Effective July 1, 2003, the maximum accumulation of unused sick days shall be increased to one hundred twenty five (125) days.

Part-time employees shall be eligible for prorated benefits under this section pursuant to Section 3.02.

**Section 8.05**

If an employee is absent because of non-occupational disability and during such absence, while still drawing disability benefits passes an employment date which would entitle the employee to increased duration of benefits, such increase will apply to that current absence.

**Section 8.06**

Payment of disability benefits is dependent upon the employee producing evidence of disability satisfactory to the supervisor. It is the employee's responsibility to keep her supervisor informed as to her status in accordance with past practice. After five (5) consecutive working days of absence, the employee must have a doctor's written release to return to work and she may be required to receive approval from the Town Physician. Said approval, when required, by the Town Physician, will not result in unnecessary delays in returning to work.

**Section 8.07**

For all FMLA leaves of absence, medical benefits will be maintained for the employee and dependents if employee contributions are paid by the employee prior to the start of the leave.

For any additional unpaid leaves within the continuous twelve (12) month period, medical benefits will be maintained for the employee and dependents if paid for by the employee. Unless management deems otherwise, the maximum amount will be based on the COBRA rate and billed on a monthly basis.

## **ARTICLE IX - OCCUPATIONAL DISABILITY**

### **Section 9.01**

All employees will be protected under the Worker's Compensation Laws of the State of Connecticut subject to provisions and provided as follows:

- a) Employees must report all occupational injuries immediately to their supervisor so that appropriate reports may be submitted.
- b) Full-time employees will receive occupational benefits based on the following: (Ten month and part-time employees shall receive pro-rated benefit under this section)

#### **LENGTH OF SERVICE**

3 months to 1 year

1 year to 5 years

5 years or more

#### **OCCUPATIONAL DISABILITY BENEFITS**

1 ¼ working days at full pay for each month of service

30 working days at full pay

60 working days at full pay

### **Section 9.02**

All Workers' Compensation Benefits representing loss of wages will be assigned to the Town for all periods that the employees may be eligible to receive the above benefits from the Town.

When eligibility for full pay is exhausted, payment will continue in according with State Law.

### **Section 9.03**

The employee's employment date shall determine the length of service and eligibility for such benefits.

### **Section 9.04**

Time absent due to occupational injury shall not be deducted from the non-occupational disability benefits.

### **Section 9.05**

Return to full time work for one full week with a doctor's certificate certifying as to recovery from the disability will re-establish eligibility for occupational disability benefits at full pay as described above.

#### **Section 9.06**

Effective July 1, 2012 the Town will provide Workers' Compensation benefits under the terms of the Connecticut State Workers' Compensation Act provided that any employee who wishes to be paid her/his regular base wages for any day she/he is eligible to receive Workers' Compensation benefits shall be required to utilize one-quarter of one (1) sick day, to the extent such days are available to such employee, in which case the Town shall pay the employee her/his regular base pay for such day subject to the maximum limits presently set forth in Section 9.01 based on length of service.

### **ARTICLE X - PROFESSIONAL LIABILITY INSURANCE**

#### **Section 10.01**

All employees will be covered under the general liability insurance policy carried by the Employer. This coverage will be limited to the established working hours and the assigned duties during such hours of the employee.

#### **Section 10.02**

The Employer shall pay an amount not to exceed \$120.00 per year coverage for professional liability (malpractice) insurance for each nurse covered by this **Contract** provided the nurse shall produce evidence of spending same.

### **ARTICLE XI - MATERNITY LEAVE**

#### **Section 11.01**

Nurses shall be entitled to take unpaid maternity leave for a period not to exceed six (6) months except in the case of the disability of the nurse. It is understood that maternity leave, whether paid or unpaid, shall be included for purposes of complying with the Family and Medical Leave Act of 1993 or any state or federal law superseding said Act.

#### **Section 11.02**

During the period of disability resulting from pregnancy, such disability to be documented by the nurse's physician, nurses shall be eligible to receive all sick leave benefits to which they are entitled under this **Contract**. Benefits shall commence at the time of and continue up to the maximum of nurse's entitlement for the duration of the nurse's disability.

#### **Section 11.03**

Nurses who are available to work immediately after their period of disability ends shall be reinstated to their former positions. Those nurses who are on authorized maternity leave and who continue such leave after their disability ends shall be reinstated on expiration of the leave.

#### **Section 11.04**

A nurse who wishes to take a maternity leave other than disability shall notify the Director of Health sixty (60) days prior to said leave, except in such unusual cases where the leave is to be taken prior to the delivery and such notification is not feasible, in which case thirty (30) days' notice shall be sufficient. Such notice shall state the commencement date of said leave.

#### **Section 11.05**

A nurse on maternity leave shall, as soon as possible, notify the Director of Health when, after delivery, she is no longer physically disabled from returning to her employment. Such notice shall state whether the nurse wishes to exercise her right to a guaranteed return of employment at that time.

### **ARTICLE XII - FUNERAL LEAVE**

#### **Section 12.01**

An employee may at his/her request receive paid time off from the date of death through the next five (5) working days if a death occurs in the immediate family. Immediate family is defined as: wife, husband, mother, father, son, daughter, brother sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchild, grandparent-in-law, and relatives customarily living in the employee's household. One (1) or more funeral leave days may be deferred to be taken at a later date if needed for the purpose of the employee's participation in a funeral or memorial service that takes place more than five (5) days after the death.

#### **Section 12.02**

Permission for time off-with pay due to the death of a relative outside of the immediate family or a close friend shall be limited to one (1) day at the discretion of the Supervisor of Nurses. It is understood that the employee, as a condition of receiving funeral pay, shall attend the funeral or other memorial service. The employee's immediate Supervisor may waive this requirement upon good cause shown.

### **ARTICLE XIII - OTHER LEAVES OF ABSENCE**

#### **Section 13.01 – Continuing Education Programs**

- a) Three (3) days (or six (6) half days) with pay will be granted eligible employees for attendance at continuing education programs, provided there is adequate coverage for Service needs. Scheduling of attendance at such programs is subject to the approval of the Nursing Supervisor or, in her absence, the Director of Health.
- b) Leaves of absence to attend conventions or meetings of a longer duration will be considered on an individual basis, subject to the discretion of the Director of Health.

### **Section 13.02 - Exceptional Leave**

- a) Non-probationary employees may apply in writing for personal leave of absence without pay for a period not to exceed one (1) year. The granting or refusal and/or extension of such leave shall be at the discretion of the Nursing Supervisor or in her absence, the Director of Health.
- b) Four (4) extraordinary leave days with pay (non-cumulative) shall be granted per eligible employee for a stated generic reason. Part-time employees shall be eligible for such days on a pro-rated basis. The scheduling of such days is subject to the approval of the Nursing Supervisor.

### **Section 13.03**

An employee requesting a leave of absence without pay may be granted same at the discretion of the Director of Health upon reasonable cause being given. Such leave shall not exceed ninety (90) days but may be extended in cases of emergency for up to an additional ninety (90) days. During such leave of absence, an employee shall have the right to continue medical coverage under COBRA. In addition, employees shall not accrue seniority while on a leave of absence without pay. An employee on leave will forfeit 1/12<sup>th</sup> of the vacation pay earned as of the following July 1<sup>st</sup> for each (30) days of absence. Employees will forfeit any vacations for which they would normally be eligible but for the leave of absence.

### **Section 13.04 - Jury Duty**

- a) All employees receive time off for jury duty.
- b) Employees receive time off with pay for jury duty as follows:
  - All employees receive time off with pay for the first five (5) days of jury duty, pursuant to Section 51-247 of the Connecticut General Statutes, as amended. Time off with pay is paid at the employee's regular per diem rate, based on the employee's regular schedule.
  - All other time off for jury duty is paid at a rate equivalent to the difference between the employee's regular per diem rate and the statutory per diem rate, if any, paid to jurors under applicable State or Federal law, and based on the employee's regular schedule.
- c) Employees serving jury duty are expected to report to work if excused from jury duty prior to the start of their regular scheduled shift.
- d) Employees who are summoned for jury duty must notify their supervisor and the Human Resources Department promptly and provide a copy of the jury duty summons for verification. Employees also must submit proof of their jury duty service to their supervisor

*and the Human Resources Department on returning to work after completing their jury duty service.*

- e) The Town may require employees serving jury duty of longer than one (1) week to submit proof of their jury duty on a weekly basis.*

#### **Section 13.05 - Reinstatement from Leave of Absence**

- a) An employee shall be entitled to a guaranteed position upon termination of any leave under this Article to a comparable position held prior to her leave of absence.
- b) The employee, when not less than seventy-five percent (75%) nor more than eighty-five percent (85%) of the leave has expired, shall signify her intent concerning reinstatement to full status. The employee shall meet with the Director of Health concerning reinstatement unless she shall be residing outside the State of Connecticut in which case said intention shall be provided by Registered or Certified Letter.

#### **ARTICLE XIV - HEALTH AND SAFETY**

##### **Section 14.01**

The Town shall provide for the reasonable safety and protection of the nurses.

#### **ARTICLE XV - RETIREMENT PLAN**

##### **Section 15.01 – Retirement Plans**

- a) Town of Fairfield Employees' Retirement System (Defined Benefit Pension Plan)*

*Eligible employees participate in the Town of Fairfield Employees' Retirement System ("Defined Benefit Pension Plan").*

*To be eligible, employees must have been hired on or before March 10, 2013 and must have been enrolled in the Defined Benefit Pension Plan as of June 30, 2021. The Defined Benefit Pension Plan is closed to all employees hired on or after March 11, 2013 and to all employees who were not enrolled in the plan as of June 30, 2021.*

*Participation and benefits are subject to the terms and conditions of the Defined Benefit Pension Plan. Information concerning plan participation, benefits, rules and requirements is available from the Human Resources Department.*

*Employees in the Defined Benefit Pension Plan shall have vested deferred rights to a retirement benefit after ten (10) years of service. Normal age of retirement shall be age 62.*

*Employees in the Defined Benefit Pension Plan shall give the Nursing Supervisor at least one (1) month's notice prior to retirement.*

**b) 401(a) Retirement Plan (Defined Contribution Plan)**

Employees hired on or after March 11, 2013 are eligible to participate in a Town-sponsored 401(a) retirement plan (the "Defined Contribution Plan"). Participation and benefits are subject to the terms and conditions of the Defined Contribution Plan. Information concerning plan eligibility and participation, benefits, rules and requirements is available from the Human Resources Department.

Employees participating in the Defined Contribution Plan shall be required to contribute at least four (4%) to the Plan but may contribute up to the maximum allowed by law. The Town shall match the employee's contribution up to a maximum of five percent (5%). An employee shall fully vest in the Town contributions after the employee has been continuously employed for at least three (3) years.

The Defined Contribution Plan shall continue to be maintained as a 414(h) 'pick-up' plan.

**Section 15.02 – Retiree Health Insurance / Retiree Life Insurance**

**a) Employees Hired On Or Before ~~February 28, 2022~~ March 31, 2022**

(1) **Retiree Health Insurance.** Employees retiring following ratification of this agreement in accordance with normal or disability provisions of the Town of Fairfield Employees' Retirement System and their eligible, enrolled dependents at the time of retirement shall continue to be covered by the Health Benefit provisions as listed in Article XVI as those benefits may change from time to time for active employees.

- **Employees hired on or before June 30, 2010** shall contribute to the cost of post employment medical benefits at the same percentage rate as they contributed to medical benefits at the time of their retirement.
- **Employees hired on or after July 1, 2010** shall contribute to the cost of post employment medical benefits at the same percentage rate as active employee's contribute to the cost of medical benefits, as those amounts may change from time to time.

Such coverage shall be changed to a Medicare Carve-Out for retirees upon reaching the age of 65. The cost of Medicare Part B shall be paid by the retiree.

**To be eligible for retiree health insurance benefits under this section 15.02(a)(1), employees participating in the Defined Contribution Plan must retire at age 62 or older with a minimum of ten (10) continuous years of service with the Town as defined in Section 15.03.**

- (2) **Dependents.** Dependent retiree insurance coverage is only available to those who are dependents of the retiree at the time of his/her retirement and not anyone who may become a dependent of the retiree subsequent to the date of retirement.

Effective July 1, 2000, eligible dependents of deceased employees who retire under the Town of Fairfield Employees' Retirement System shall continue to be covered by the health provisions as listed in Article XVI, Section 16.08. Such eligible dependent shall be required to pay the same premium share as the deceased retiree would have been required to pay. Such coverage shall be changed to a Medicare Carve-Out upon reaching age 65. The cost of Medicare Part B shall be paid by the dependent. Coverage shall cease if the eligible dependent remarries or when the dependent dies.

- (3) **Retiree Life Insurance.** The Town shall provide and pay for fifteen thousand dollars (\$15,000.00) of life insurance for each retiree.

**b) Employees Hired On Or After ~~March 1, 2022~~ April 1, 2022**

*Employees hired on or after ~~March 1, 2022~~ April 1, 2022 are not eligible for retiree health insurance benefits or for retiree life insurance benefits.*

**Section 15.03 – Full- and Part-Time Continuous Service**

When an employee has continuous service with the Town and/or the Board of Education and includes full-time service and part-time service where contributions are not made to the retirement plan, the full-time service shall be used for eligibility, vesting, and benefit calculations; and the part-time service shall be used for eligibility and vesting purposes only. Part-time service shall be credited for eligibility and vesting on the basis of fifty percent (50%) of the total part-time service. Full-time service shall be credited for eligibility, vesting, and benefit calculations on the basis of one hundred percent (100%) of the total full-time service. Combining the full-time and part-time service will only be applicable where there is continuous service. *Effective July 1, 2021, the Defined Benefit Pension Plan shall be closed to all bargaining unit employees not enrolled in the plan as of June 30, 2021.*

**Section 15.04 – Long Term Disability**

**a) Participants in Defined Benefit Pension Plan**

*Employees participating in the Defined Benefit Pension Plan shall be eligible for disability pension benefits in accordance with the terms and conditions of the Defined Benefit Pension Plan.*

**b) Participants in Defined Contribution Plan**

*The Town shall provide long-term disability benefits (LTD) for the permanent and total disability of employees hired on or after ~~March 1, 2022~~ March 11, 2013 who are participating*

*in the Defined Contribution Plan. LTD benefits will be provided through insurance at the rate of fifty percent (50%) of salary.*

**Section 15.05 – Other Post Employment Benefits (OPEB)**

**a) Through March 31, 2022**

In addition to the retiree health provisions of **15.02**, all active full-time members shall be required to contribute a percentage of their base salary plus longevity into the Town's Other Post Employment Benefits (OPEB) Trust.

Effective July 1, 2017, full time bargaining unit members will pay 1.5% of their base salary plus longevity for OPEB benefits. Effective July 1, 2018, full time bargaining unit members will pay 2.0% of their base salary plus longevity for OPEB benefits. Effective July 1, 2019, full time bargaining unit members will pay 2.5% of their base salary plus longevity for OPEB benefits

**Employee contributions into OPEB shall end on or before March 31, 2022.**

**b) Effective April 1, 2022**

- 1. Employees enrolled in OPEB as of March 31, 2022 shall have a one-time opportunity to opt-out of OPEB, such election to be made on or before ~~June 30, 2022~~ August 31, 2022. Employees opting out of OPEB shall receive a refund of their employee contributions through March 31, 2022. Employees who opt out of OPEB shall not be eligible to opt back into OPEB at a later date.**
- 2. Upon retirement from Town employment, employees who remain in OPEB shall have a one-time opportunity to opt out of OPEB retiree health insurance and retiree life insurance benefits and have their employee contributions refunded. An employee will be eligible to exercise this option if, at the time of separation from Town employment, (i) the employee participates in the Defined Benefit Pension Plan and is eligible to retire (normal or disability retirement) under the terms of that plan; or (ii) the employee participates in the Defined Contribution Plan and is at least age 62 and has a minimum of ten (10) years of continuous service with the Town. The opt-out option must be exercised on or within thirty (30) days of the employee's retirement date. Employees who opt out of OPEB upon retirement shall not be eligible to opt back into OPEB at a later date.**
- 3. Employees who remain in OPEB and who separate from employment prior to retirement (as described in Section 15.05(b)(2)) shall have their employee contributions refunded and shall not be eligible for benefits under OPEB.**
- 4. Opt-out elections under this Section 15.05(b) shall be in writing on a form designated by the Town. Any refunds of employee OPEB contributions shall not include interest. Employees shall be solely responsible for any tax consequences resulting from a refund of employee OPEB contributions.**

## **ARTICLE XVI - HEALTH AND WELFARE**

### **Section 16.01**

*Full-time employees shall be eligible to enroll in the benefit plans provided under Section 16.04(1) of Article XVI as of the first day of the month following their date of hire in an eligible bargaining unit position.*

### **Section 16.02 - Life Insurance**

The Town will provide \$25,000 term life, death, and dismemberment policy for each eligible employee, the premiums will be paid by the Town.

### **Section 16.03**

At the discretion of the Director of Health, a physical exam may be required of an employee on the basis of health history or emotional problems. The employee may choose her physician from a list of at least three (3) area physicians; or if possible, three (3) group practices. If the employee desires, an examination shall be required only after approval from the Board of Health.

### **Section 16.04**

#### **Section 1**

The Town shall provide and pay for the following insurances for each employee and his or her enrolled dependents.

- a) Medical: The parties agree to implement the co-pay and other changes set forth in the Town's Insurance Plan (~~See Table, pp. 16-17~~*See Appendix*) effective July 1, 2017, except that new out-of-network deductibles will be effective January 1, 2018. Anthem Blue Cross and Blue Shield Century Preferred (Preferred Provider Organization) or Blue Care (Health Maintenance Organization) or substantially equivalent plans. Specific provisions of the plans are provided online at [anthem.com](http://anthem.com). As required by the Affordable Care Act, the plan will extend coverage to dependent children up to the age of 25.
- b) Prescription drug: The parties agree to implement the co-pay and other changes set forth in the Town's Insurance Plan effective July 1, 2017 through Express Scripts or substantially equivalent plan.
- c) Dental: Delta Dental of New Jersey or substantially equivalent plan. Specific provisions of the plan are provided in the Summary Document. The plan will extend coverage to dependent children up to the last day of the month in which they reach the age of 25.
- d) Vision: Anthem Blue View Vision or substantially equivalent plan. Specific provisions of the plan are provided online at [anthem.com](http://anthem.com).

**Commented [CG1]:** ELIMINATE CHART; ATTACH HEALTH PLAN SUMMARY AS AN APPENDIX TO THE CONTRACT.

The Town shall have the option of determining the carrier to provide the benefits and these benefits shall be substantially equivalent as a result of any change in carriers.

**Section 16.05**

***During the term of this Contract, employees enrolled in Town-sponsored health insurance shall pay a percentage of the total annual premium cost of the employee's selected level of health insurance as follows:***

<b><i>July 1, 2020</i></b>	<b><i>16.0%</i></b>
<b><i>July 1, 2021</i></b>	<b><i>16.0%</i></b>
<b><i>July 1, 2022</i></b>	<b><i>16.5%</i></b>
<b><i>July 1, 2023</i></b>	<b><i>17.0%</i></b>

**Section 16.06 – Medical Insurance Opt-Out**

• ***July 1, 2020 – April 30, 2022***

In lieu of accepting medical insurance for themselves and if applicable their family, employees will be eligible as noted below for prorated weekly payments:

- o Currently enrolled employee who individually opts out of coverage for one full year will be paid \$2,000.
- o Currently enrolled employee and their enrolled spouse or child who opts out of coverage for one full year will be paid \$2,250.
- o Currently enrolled employee and their enrolled family who opt out of coverage for one full year will be paid \$2,500.

The employee must notify Human Resources of their interest in participating in this program during the annual open enrollment period with the change effective July 1. To be considered, the employee must waive continued insurance coverage under the provisions of the COBRA. The benefit does not apply to members of a family where both are currently employed by the Town or where one member is a retiree.

***An employee must opt-out in writing and must provide proof of alternate insurance coverage for themselves and, if applicable, their dependents, to be eligible to opt out.***

- **On and After ~~March 1, 2022~~ May 1, 2022**

*Effective upon execution of the Contract, the medical insurance opt-out option will be eliminated and employees no longer will have an option to opt out of medical insurance and receive the lump sum payment provided above, except as follows:*

*Employees who have opted of medical insurance coverage as of ~~March 1, 2022~~ April 30, 2022 shall remain eligible to opt out of medical insurance coverage annually and to receive the lump sum payments provided above so long as they continue to opt out ("Grandfathered Employees"). Once a Grandfathered Employee opts in to medical insurance coverage, they shall no longer be eligible to receive the lump sum payment provided above for opting out of medical insurance coverage in future years.*

#### **Section 16.07**

Effective on or before January 1, 2008 the employer shall maintain a Section 125 pre-tax deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code for the purpose of medical premium payments.

#### **Section 16.08**

In the event that the Town negotiates acceptance of State Health Care Plan Partnership 2.0 with the members of the Fairfield Police Union and the Fairfield Fire Union, the Association agrees to immediately reopen negotiations for the limited purpose of negotiating changes to, or replacement of, the health care provisions of this **Contract**.

### **ARTICLE XVII - STAFF EDUCATION**

#### **Section 17.01**

Employees will be encouraged to participate in in-service continuing education programs which will enhance their nursing practice, competency, and professional knowledge. Approval for agency reimbursement is based on the identified needs of the individual and the agency within the resources of the agency subject to the approval of the employees' supervisor and at the discretion of the Director of Health. The current policy and practice for in-service programs and continuing education shall remain in effect through the life of this **Contract**, except that effective July 1, 2003, Election Day shall be used for a clinical nursing in-service program for all nurses that are not required to be on duty on Election Day.

#### **Section 17.02**

Effective July 1, 2004, the amount of reimbursement shall be increased to five hundred dollars (\$500). Reimbursement is subject to the prior approval of the Nursing Supervisor or the Director of Health, and any request for reimbursement may be used for:

1. Tuition for courses leading to baccalaureate or higher degree in Nursing or a related field.
2. Courses in specialty areas of clinical practice related to the employee's position or workshops related to the identified needs of the individual and the Town.
3. Membership in professional organizations related to the employee's position.
4. Subscriptions and publications including textbooks, magazines, directories, newsletters, and audiovisual materials for professional development.
5. Professional licenses required for Town employment.
6. Payment of costs relating to the nurse's certification as a school nurse.
7. Tuition, books and fees for courses related to the employee's position.

#### **ARTICLE XVIII - MISCELLANEOUS**

##### **Section 18.01 - Transportation**

Employees are required to use their own cars in the performance of their duties. Employees shall be reimbursed mileage at the IRS rate in effect at the time the mileage occurred. A monthly Mileage Report must be submitted for this reimbursement no later than the 5<sup>th</sup> day of the month. Any employee involved in an automobile accident during the course of their employment must report such accident to their supervisor.

##### **Section 18.02 - Uniforms**

Employees will comply with the dress code as negotiated during all working hours. Dress code requires that staff dress professionally.

##### **Section 18.03 - Telephone**

~~Expenses for business telephone calls necessary outside the office in connection with the performance of the employee's duties will be reimbursed by the Town and reported on an expense account form at the end of each month.~~

##### **Section 18.04 18.03 - Equipment**

All employees are responsible and accountable for all equipment, materials, books, etc., issued to them for proper use in the daily performance of their duties. Any lost or damaged equipment, material, or books, etc. must be reported immediately to their supervisor.

##### **Section 18.05 18.04**

It is agreed that two (2) staff meetings per year shall be used to discuss professional and occupational issues. Attendance at monthly nursing staff meetings, during the school year (10), held after normal working hours is required for all staff scheduled to be at work on the day of the meeting.

## **ARTICLE XIX - GRIEVANCE PROCEDURE**

### **Section 19.01**

The purpose of this procedure is to provide an orderly method of handling grievances. A grievance shall be defined as any controversy, or claim arising out of or pertaining to the interpretation, application or breach of a specific provision of this **Contract**.

### **Section 19.02**

All such grievances will be resolved in the following manner:

No matter shall be subject to grievance unless taken up within thirty (30) calendar days after its most recent occurrence; and/or from the date on which the employee becomes aware of the occurrence.

#### **Step I**

The employee must present the grievance to their direct supervisor orally within the prescribed thirty (30) days. If the problem is not resolved within a period of time agreed upon by both employee and supervisor or in the absence of such an agreement within five (5) working days, the employee may initiate Step Two of the Grievance procedure.

#### **Step II**

If no satisfactory settlement is reached in Step I and further consideration is desired, the matter shall be presented in writing to the Director of Health within five (5) working days after the decision rendered in Step I. If no written notice is filed as prescribed, the decision made in Step I will stand without being subject to further appeal; within five (5) working days after receipt of the written grievance, the Director of Health shall meet with the aggrieved employee in an attempt to resolve the matter. Within five (5) working days after such meeting, the Director of Health will render a decision in writing.

#### **Step III**

If no satisfactory Settlement is reached in Step II and further consideration is desired, the matter shall be presented in writing to the Director of Human Resources within ten (10) working days after the decision rendered in Step II. If no written notice is filed as prescribed, the decision made in Step II will stand without being subject to further appeal; within ten (10) working days after the receipt of a written grievance, the Director of Human Resources shall meet with the aggrieved employee at a mutually agreed upon time in an attempt to resolve the matter. Within five (5) working days after such meeting, the Director of Human Resources shall render a decision in writing.

#### Step IV

If no satisfactory settlement is reached in Step III and further consideration is desired, the aggrieved party shall request that the Union submit the matter to arbitration by the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association. If such notice is not filed within thirty (30) calendar days of the decision rendered in Step III, such decision will stand without being subject to further appeal. The findings of the Arbitrator shall be final and binding on both parties. If the services of the American Arbitration Association are used, that organization's voluntary arbitration rules will prevail, and arbitration costs will be shared equally by the parties. A copy of the notice will be provided to the Town's Human Resources Office.

#### **Section 19.03**

When it becomes necessary to process a grievance under the provisions outlined in this Article during the normal work week hours, the Town will pay one representative designated by the Unit for reasonable time spent necessary to present the grievance in Step I and Step II. When a grievance is carried to Step III, the Town will not pay more than two (2) designated representatives for reasonable time spent to present the grievance in that Step.

#### **Section 19.04**

The time limits specified in this Article may be extended by mutual agreement of the parties involved.

#### **Section 19.05**

Representatives of the Union may be called in at Steps I, II, III, and IV of the grievance procedure at the discretion of the aggrieved employee. Representatives of AFT Connecticut may be called in at Steps III and IV at the discretion of the Union.

With the approval of the Union, employees may choose to have private representation after signing a Union waiver. At no time shall such private representation be allowed to settle a case without specific Union approval. Private representation shall not be allowed if such representation is affiliated in any manner with any other bargaining organization.

#### **Section 19.06**

Grievances involving more than one nurse may be filed at Step II.

#### **Section 19.07**

The Arbitrators shall not have the power to add or detract from the provisions of this **Contract**.

## **ARTICLE XX – UNION ACTIVITY**

### **Section 20.01 - Union Membership, Dues Deductions**

- a) Bargaining unit employees are eligible to become members of the Union.
- b) Bargaining unit employees who are members of the Union ("Members") may authorize payment of any initiation fees and monthly membership dues required by the Union ("Union Dues") via payroll deduction. For each Member who submits for whom the Town receives a signed, dated authorization to the Town from the Union, authorizing payment of Union Dues by payroll deduction, the Town agrees to deduct the Member's Union Dues from the Member's pay ("Dues Payment") and to remit the Member's Dues Payment to the Union as provided in this Section 20.01.
- c) Dues Payments shall be remitted to the Union by the 20th day of the month following the month in which the Union Dues deductions were made, together with a list of the Members from whose pay Union Dues have been deducted and, for each Member, specifying the amount of the Member's monthly Dues Payment.
- d) The Town shall have no obligation and shall not be responsible for remitting Dues Payments for a Member who has authorized Union Dues deductions but who is not on the payroll when the Union Dues deduction is to be made or who has no earnings or insufficient earnings or who is on an unpaid leave of absence when the Union Dues deduction is to be made.  
E. The Union agrees to indemnify and hold the Town harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Section 20.01.

### **Section 20.02**

The Town will provide bulletin boards at the main office for the exclusive use of the Union. All notices posted on such board must be submitted to the Director of Health.

## **ARTICLE XXI - NO DISCRIMINATION**

### **Section 21.01 - Union Security**

The Town agrees not to discriminate in hiring, promoting, advancing or assigning responsibilities or in any other terms or conditions of employment against employees covered by the **Contract** because of race, age, color, national origin, religious affiliation, sex, disability or activity in the Union.

#### **Section 21.02**

Both parties to this **Contract** agree that sexual harassment of any employee by another employee is absolutely prohibited. Any employee who feels he or she is being subjected to sexual harassment may contact any of the persons below with whom the employee feels most comfortable. Complaints may be made orally or in writing to:

1. The employee's immediate supervisor
2. The Director of Health
3. The Director of Human Resources
4. The First Selectman

The employee shall have the right to have Union representation if so desired.

#### **Section 21.03**

Both parties to this **Contract** acknowledge that behavior of any person which constitutes a verbal or physical threat to the employee will not be tolerated. An employee who perceives that he/she is being personally threatened may report the situation to law enforcement officials. The employee shall immediately report such a situation to the Nursing Supervisor or her designee. The Town shall make available reasonable interventions to remedy situations that are threatening to an employee, such as use of mediation procedures.

### **ARTICLE XXII – CLASSIFICATIONS AND SALARIES**

#### **Section 22.01**

*The classification and salary schedule for all positions covered by this Contract are shown in 'Appendix A' attached to this Contract and reflect the following general wage increases during the term of the Contract:*

*July 1, 2020 (retroactive) 2.25%*

*July 1, 2021 (retroactive) 2.25%*

*July 1, 2022 2.5%*

*July 1, 2023 2.5%*

*Effective July 1, 2022, the classification and salary schedule shall be modified as follows: Existing "Initial" and "Step 1" steps shall be eliminated. Employees in the "Initial" and "Step 1" steps shall be reclassified and their pay rates adjusted to existing "Step 2," which shall be established as the new starting step. The elimination of the "Initial" and "Step 1" steps shall be reflected in Appendix A.*

*Effective July 1, 2022, all 10-month employees shall be paid on a 10-month cycle and shall not have the option to be paid on a 12-month cycle.*

#### **Section 22.02**

Those employees who attain ten (10) years, fifteen (15) years, and twenty (20) years of continuous service with the Town shall receive amounts as listed in Appendix A effective on the anniversary date of that length of service.

#### **Section 22.03**

Employees covered by this **Contract** will be paid every two (2) weeks.

### **ARTICLE XXIII – TERMINATION**

#### **Section 23.01**

No nurse shall be disciplined or discharged except for just cause. In the event a nurse is disciplined or discharged, the Director of Health shall notify the Union promptly in writing.

### **ARTICLE XXIV - PERFORMANCE EVALUATIONS**

#### **Section 24.01**

New employees will have at least one written evaluation of their working performance from the Supervisor within the first six (6) months of employment, and annually to the fifth anniversary date of their employment thereafter. In any year after the fifth anniversary date, the Supervisor and the nurse may agree to one evaluation during the year. No such discretionary evaluation shall result in an increase in salary.

#### **Section 24.02**

Performance evaluation will be reviewed with the employee and the employee will have the opportunity to review their own evaluation at any time. Evaluation reports will be kept in the custody of the file of the supervisor of Nurses and upon request a nurse shall be entitled to a copy.

#### **Section 24.03**

Promotion to the next step in any classification is contingent upon a satisfactory performance evaluation. Promotion, upon satisfactory performance evaluation shall be made upon completion of one (1) year in the grade and step classification of the employee since the time and date of employment or time and date of employee's last promotion whichever is the latest. However, such promotion of any employee in grade or step of the classification at any time during such period shall be based on the recommendation of the Supervisor of Nurses. The denial of an annual increment

because of an unsatisfactory performance evaluation shall be subject to the grievance and arbitration procedure.

#### **Section 24.04 – Personnel File**

At least one complete file shall be available to the employee upon request. Such file may contain notes, records and other documentation of employee performance. No adverse material which has not been discussed with the employee and which is not contained in the complete file may be used in any disciplinary action. The employee may request and receive copies of any part or all of the information contained in his/her file.

### **ARTICLE XXV – PAST PRACTICE**

#### **Section 25.01**

If any provision of this **Contract** is contrary to a practice existing prior to the date of execution of this **Contract**, the provision of this **Contract** shall prevail. In all other respects, this **Contract** shall not be construed as abridging any rights, benefits, or privileges not specifically covered or mentioned in this **Contract**.

### **ARTICLE XXVI – MILITARY LEAVE**

#### **Section 26.01**

Military leave without pay shall be granted in accordance with the provisions of the Federal Law governing same.

### **ARTICLE XXVII – UNION ACTIVITIES – BUSINESS LEAVE**

#### **Section 27.01**

The Union shall be allotted three (3) working days with pay every year commencing July 1, 1981, for seminars, conventions and other Union business meetings.

### **ARTICLE XXVIII – DURATION**

#### **Section 28.01**

This **Contract** shall remain in full force and effect from **July 1, 2020 to June 30, 2024** and thereafter for successive periods of one year unless either party shall on or before the February 1<sup>st</sup> prior to the expiration, serve written notice on the other party of its desire to terminate, modify, change, or amend this **Contract**. In the event such notice is given, the parties will meet during that period for

the purpose of negotiating the terms and conditions of an amended or new **Contract**.

***This Contract shall be effective upon execution by both parties ("Effective Date").***

In witness whereof, the parties have executed this Contract by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF FAIRFIELD

AFT Nurses and Health Professionals  
AFT Connecticut, AFL-CIO, Unit #34

\_\_\_\_\_

\_\_\_\_\_

#### APPENDIX A

This salary schedule reflects 191 work days: 182 student days, 8 summer workdays and 1 Election Day. Any additional days above 191 work days shall be compensated at the per diem rate and any reduction in work days below 191 shall result in a salary reduction at the per diem rate. The salary schedule reflects 1643.5 hours for 10 month employees (37.5 hours per week times 43.6 weeks paid) and 1950 hours for 12 month employees (37.5 hours per week times 52 weeks paid). Longevity amounts will increase each year by the general wage increase percentages.

**Effective July 1, 2022, the Initial Step and Step 1 are eliminated. Employees in the Initial Step and/or Step 1 as of June 30, 2022 will be adjusted to Step 2.**

SALARY SCHEDULE						
July 1, 2020-June 30, 2021						
2.25%						
	INITIAL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
N5						
PT HOURLY						
N6						
PT HOURLY						
LPN						
PT HOURLY						
NURSING						
COORDINATOR						
PT HOURLY						

SALARY SCHEDULE						
July 1, 2021-June 30, 2022						
2.25%						
	INITIAL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
N5						
PT HOURLY						
N6						
PT HOURLY						
LPN						
PT HOURLY						
NURSING						
COORDINATOR						
PT HOURLY						

SALARY SCHEDULE July 1, 2022-June 30, 2023 2.5%					
		STEP 2	STEP 3	STEP 4	STEP 5
N5					
PT HOURLY					
N6					
PT HOURLY					
LPN					
PT HOURLY					
NURSING COORDINATOR					
PT HOURLY					

SALARY SCHEDULE July 1, 2023-June 30, 2024 2.5%					
		STEP 2	STEP 3	STEP 4	STEP 5
N5					
PT HOURLY					
N6					
PT HOURLY					
LPN					
PT HOURLY					
NURSING COORDINATOR					
PT HOURLY					

**APPENDIX B**

**HEALTH INSURANCE PLAN SUMMARY**

**APPENDIX C**  
**MEMORANDA**

DRAFT

**TOWN OF FAIRFIELD**

**-and-**

**FAIRFIELD PUBLIC HEALTH NURSES  
UNIT 34 OF AFT NURSES AND HEALTH PROFESSIONALS  
AFT CONNECTICUT, AFL-CIO**

**re: Voluntary Contract Review**

*This Memorandum of Agreement ("MOA") is made and entered into by and between the Town of Fairfield ("Town") and Fairfield Public Health Nurses Unit 34 of AFT Nurses and Health Professionals, AFT Connecticut, AFL-CIO ("Union").*

*WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement for the period July 1, 2020 through June 30, 2024 (the "Contract"); and*

*WHEREAS, the Town and the Union have initiated a voluntary, collaborative review of the Contract (and its predecessor), for the purpose of identifying language and provisions that may be appropriate for future update and/or clarification; and*

*WHEREAS, the Town and the Union wish to continue their collaborative review on a voluntary basis and without intending or assuming any obligation to reopen the Contract;*

*NOW THEREFORE, the Town and the Union agree as follows:*

- 1. During the Contract term (the "Term"), the Town and the Union may hold labor-management meetings for the purpose of conducting a voluntary, collaborative review of Contract language and provisions that may be appropriate for future update and/or clarification (the "Contract Review").*
- 2. Any such Contract Review meetings shall be by mutual agreement, at mutually convenient times and locations, and shall not be mandatory.*
- 3. Either party may decline to meet or continue the Contract Review at any time and such action shall not constitute a failure to bargain or a prohibited practice of any kind and shall not be subject to the grievance procedure set forth in the Contract.*
- 4. The Contract Review shall not reopen the Contract, shall not obligate the parties to reopen the Contract, and shall not constitute, require or be construed as a reopener of the Contract for any purpose.*
- 5. Notwithstanding, nothing shall prevent the parties from modifying and/or revising the Contract during the Term voluntarily and by mutual agreement, provided that any such agreement shall not be binding or enforceable unless and until it has been reduced to writing, signed by the parties and has received any necessary*

*approvals from the parties' respective bodies.*

6. *Nothing in this MOA shall constitute or be construed as a reopener of the Contract, as a prohibited practice, or as constituting or establishing a practice or precedent between the parties.*

TOWN OF FAIRFIELD

FAIRFIELD PUBLIC HEALTH NURSES  
UNIT 34 OF AFT NURSES AND HEALTH  
PROFESSIONALS, AFT CONNECTICUT, AFL-  
CIO

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

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

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



**Wages 7/1/2020**

**2.25%**

<b>2020-21</b>	<b>N5</b>	<b>N6</b>	<b>LPN</b>	<b>Nursing Coordinator</b>
<b>Initial</b>	\$47,866	\$48,765	\$35,751	\$63,626
<b>PT Hourly</b>	\$29.28	\$29.82	\$21.87	\$32.66
<b>Step 1</b>	\$49,110	\$50,027	\$36,731	\$64,876
<b>PT Hourly</b>	\$30.06	\$30.59	\$22.47	\$33.30
<b>Step 2</b>	\$51,460	\$52,486	\$38,500	\$68,488
<b>PT Hourly</b>	\$31.49	\$32.11	\$23.56	\$35.15
<b>Step 3</b>	\$54,179	\$55,066	\$40,396	\$71,850
<b>PT Hourly</b>	\$33.15	\$33.69	\$24.69	\$36.87
<b>Step 4</b>	\$57,432	\$58,372	\$42,816	\$76,173
<b>PT Hourly</b>	\$35.14	\$35.71	\$26.21	\$39.07
<b>Step 5</b>	\$60,874	\$61,872	\$45,388	\$80,745
<b>PT Hourly</b>	\$37.23	\$37.84	\$27.78	\$41.43

**Wages 7/1/2021**

**2.25%**

<b>2021-22</b>	<b>N5</b>	<b>N6</b>	<b>LPN</b>	<b>Nursing Coordinator</b>
<b>Initial</b>	\$48,943	\$49,862	\$36,555	\$65,058
<b>PT Hourly</b>	\$29.94	\$30.49	\$22.36	\$33.39
<b>Step 1</b>	\$50,215	\$51,152	\$37,558	\$66,335
<b>PT Hourly</b>	\$30.74	\$31.28	\$22.98	\$34.05
<b>Step 2</b>	\$52,618	\$53,667	\$39,366	\$70,029
<b>PT Hourly</b>	\$32.20	\$32.83	\$24.09	\$35.94
<b>Step 3</b>	\$55,398	\$56,305	\$41,305	\$73,467
<b>PT Hourly</b>	\$33.90	\$34.45	\$25.25	\$37.70
<b>Step 4</b>	\$58,724	\$59,686	\$43,780	\$77,887
<b>PT Hourly</b>	\$35.93	\$36.51	\$26.80	\$39.95
<b>Step 5</b>	\$62,243	\$63,265	\$46,409	\$82,562
<b>PT Hourly</b>	\$38.07	\$38.69	\$28.41	\$42.36

**Wages 7/1/2022**

**2.5%**

2022-23	N5	N6	LPN	Nursing Coordinator
Step 2	\$53,934	\$55,009	\$40,351	\$71,780
PT Hourly	\$33.01	\$33.65	\$24.69	\$36.84
Step 3	\$56,783	\$57,712	\$42,337	\$75,303
PT Hourly	\$34.74	\$35.31	\$25.88	\$38.64
Step 4	\$60,192	\$61,178	\$44,874	\$79,834
PT Hourly	\$36.83	\$37.42	\$27.47	\$40.95
Step 5	\$63,799	\$64,846	\$47,569	\$84,626
PT Hourly	\$39.02	\$39.66	\$29.12	\$43.42

**Wages 7/1/2023**

**2.5%**

2023-24	N5	N6	LPN	Nursing Coordinator
Step 2	\$55,282	\$56,384	\$41,359	\$73,574
PT Hourly	\$33.83	\$34.49	\$25.31	\$37.76
Step 3	\$58,203	\$59,155	\$43,396	\$77,186
PT Hourly	\$35.61	\$36.19	\$26.53	\$39.61
Step 4	\$61,697	\$62,707	\$45,996	\$81,830
PT Hourly	\$37.75	\$38.36	\$28.15	\$41.97
Step 5	\$65,394	\$66,467	\$48,758	\$86,741
PT Hourly	\$39.99	\$40.65	\$29.84	\$44.51

## LONGEVITY

10-month Longevity			
	10 Years	15 years	20 Years
1-Jul-20	\$ 1,338	\$ 2,767	\$ 4,101
1-Jul-21	\$ 1,369	\$ 2,829	\$ 4,194
1-Jul-22	\$ 1,403	\$ 2,900	\$ 4,298
1-Jul-23	\$ 1,438	\$ 2,972	\$ 4,406
Part Time Longevity			
	10 Years	15 years	20 Years
1-Jul-20	\$ 802	\$ 1,519	\$ 2,252
1-Jul-21	\$ 820	\$ 1,554	\$ 2,302
1-Jul-22	\$ 840	\$ 1,592	\$ 2,360
1-Jul-23	\$ 861	\$ 1,632	\$ 2,419
12-month longevity Full Time			
	10 Years	15 years	20 Years
1-Jul-20	\$ 1,655	\$ 3,425	\$ 5,081
1-Jul-21	\$ 1,693	\$ 3,502	\$ 5,195
1-Jul-22	\$ 1,735	\$ 3,590	\$ 5,325
1-Jul-23	\$ 1,778	\$ 3,680	\$ 5,458



20 YEAR

**A RESOLUTION APPROPRIATING \$1,094,485 FOR THE COSTS OF THE REPLACEMENT OF HVAC ROOFTOP UNITS AT FAIRFIELD WARDE HIGH SCHOOL FITTS HOUSE AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION**

-----

**RESOLVED:**

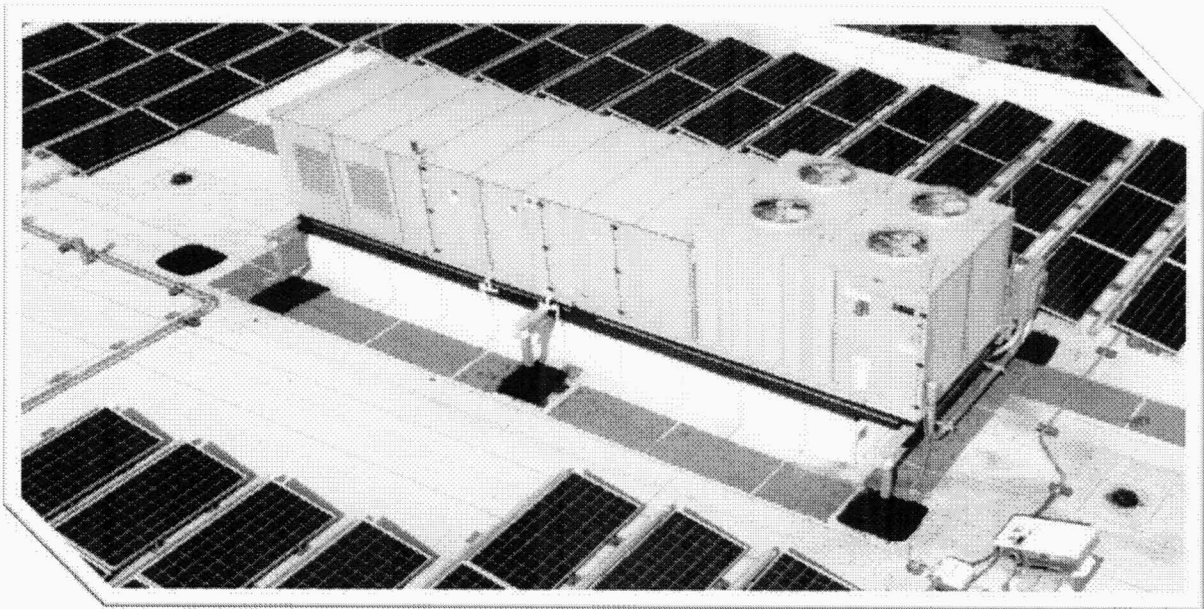
1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield (the "Town") hereby appropriates the sum of One Million Ninety-Four Thousand Four Hundred Eighty-Five and 00/100 Dollars (\$1,094,485) for costs related to the replacement of HVAC rooftop units at the Fairfield Warde High School Fitts House and all related engineering, administrative, financing, legal, contingency and other soft costs (the "Project").
2. To finance such appropriation and in lieu of a tax therefor, and as recommended by the Board of Finance and the Board of Selectmen, the Town may borrow a sum not to exceed One Million Ninety-Four Thousand Four Hundred Eighty-Five and 00/100 Dollars (\$1,094,485) and issue its general obligation bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.
3. The Board of Selectmen, the Treasurer and the Chief Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, as amended (the "Statutes") including Chapter 748 (Registered Public Obligations Act) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectwoman and Treasurer or Chief Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The First Selectwoman and Treasurer or Chief Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
6. The bonds may be designated "Public Improvement Bonds of the Town of Fairfield", series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three years from the date of issue and the last installment to mature not later than twenty (20) years from the date of issuance or as otherwise provided by statute. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
7. The Committee is further authorized to make temporary borrowings as authorized by the Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Statutes. Notes evidencing such borrowings shall be signed by the First Selectwoman and Treasurer or Chief Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of

1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

8. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
9. The First Selectwoman, Chief Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
10. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Statutes and the laws of the United States.
11. The First Selectwoman or other proper Town official is authorized to apply for and accept any available State or Federal grant in aid of the financing of the Project, and to take all action necessary and proper in connection therewith. Any such grants or contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolution and shall reduce the amount of the Bonds that can be issued pursuant to this resolution. If such grants and contributions are received after the issuance of the Bonds, they shall be applied to pay the principal on the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax-exempt status of the Bonds or the Town's receipt of such grant or contribution.

# **Fairfield Board of Education Proposed Capital Project 2022-2023**



**Fairfield Warde High School Fitts House  
HVAC RTU Replacement**

**Approved by the Board of Education on February 3, 2022**

**Fairfield Public Schools  
2022-2023  
Capital Projects**

**Table of Contents**

<u>Location</u>	<u>Project</u>	<u>Estimated Cost</u>	<u>Page</u>
<b>Capital Project</b>			
Districtwide	Fitts House HVAC RTU Replacement (3) Project	\$ 1,094,485	1
<hr/>			
<b>Total</b>		<b>\$ 1,094,485</b>	

## **Fairfield Warde High School**

### **Fitts House HVAC RTU Replacement (3) Project**

**\$1,094,485**

**Background:** The existing Fitts House building houses four large HVAC Rooftop units that were installed around 1991. Two are 40-ton units, and two are 30-ton units. One of the 40-ton units and both of the 30-ton units are beginning to fail, and we are experiencing trouble keeping the units running for the occupants of the school building. As we continue to repair the units, the cost of keeping them up and running is escalating. We have reached a point where the existing units cannot meet the requirements to provide mechanical means of fresh air, heating, and cooling for a portion of the Fitts House building. This request is for funding the removal of the existing rooftop equipment and the installation of new Trane Voyager rooftop HVAC units. The decision was made to replace all existing units because of their condition, and by completing the replacement of all three at the same time, we will streamline the process and save funding

**Purpose & Justification:** The existing HVAC rooftop units are deteriorating and failing on a regular basis. We can no longer obtain parts and circuit boards for replacement. These HVAC rooftop units are essential for the mechanical means of providing fresh air, heating, and cooling for portions of the Fitts House building where the school students and staff are located. Without this unit, the space temperature would be uncontrollable, making this area of the building unusable.

**Detailed Description:** This expenditure would cover the total cost of the project. This would include all labor and material, a 300-ton crane, roof work, controls, and start-up and testing. These funds would also cover the administrative construction costs for a licensed professional engineer and a contingency for unforeseen conditions that might arise during the construction activities.

**Estimated Cost:** The cost of this funding request is \$1,094,485. This number is based on estimates provided by several professional licensed contractors and from a professional licensed engineering firm in CT.

**Long Range Costs:** These new HVAC rooftop units with more recent technology are expected to last 30 years. Long-range costs would only relate to general HVAC preventative maintenance.

**Demand on Existing Facilities:** This project would reduce maintenance costs with a new system performing better than the existing system, virtually no downtime, new equipment energy use techniques and efficiency, and the latest technology with up-to-date configurations.

**Security, Safety, and Loss Control:** This project would enhance safety and loss control by drastically reducing the risk of failure to the equipment and the overall use of the Fitts House building for all the students and staff. With the current pandemic, we realize the need for adequately running HVAC equipment to serve our students and staff.

Environmental Considerations: Not applicable.

Funding, Financing & SDE Reimbursement: This project would not proceed without funding approval. There are no State or Federal regulations that require this project to be undertaken. This project is not eligible for reimbursement through the State Department of Education, Bureau of School Facilities.

Schedule, Phasing & Timing: The schedule is to have all this work done in the summer of 2022 and completed for school to open for the new year in September of 2022.

Other Considerations: The work will be bid out by the Town Purchasing Department and will be performed by outside professional licensed contractors.

Alternates to the Request: The alternative to this request is to do nothing. This alternative will delay this needed replacement and further delay other similar projects scheduled in the BOE future planning. This could increase the risk of injury to students and staff that need this space for teaching and learning and may shut down the space for use.

**General Information**

Initiation Date: 7/1/21  
Project No: FWHS-003  
Project Name: Fitts House HVAC RTU#1,2&3 Replacement

**Non-Reoccurring Status**

Project Description: 1/20/21 increased amount

Status:

**Project Budget**

Design Budget:	\$82,500
Construction Budget:	\$825,000
Construction Escalation:	\$67,320
Total Construction Budget:	\$892,320
Estimated Construction Start:	7/1/2023
Miscellaneous Fees and Expenses:	
- State Permits (.0026%)	\$2,320
- Testing & Inspections	\$0
- Advertising	\$0
Construction Admin	\$8,923
Commissioning	\$8,923
Other	\$0
Subtotal Fees & Expenses:	\$20,166
Project Subtotal	\$994,986
Project Contingency 10%	\$99,499
Total Budget	\$1,094,485

OSCGR Eligible?

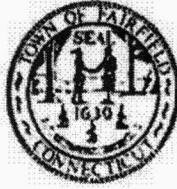
**OSCGR Reimbursement**

Action Items

1.00

Project Priority Ranking

- Security	0
- Severity of Condition	0
- Code/Statutory	0
- Programmatic Need	0
- Constructability/Sequencing	0



## Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

### Award Resolution Recommendation

On Thursday, 20<sup>th</sup> January, 2022, the Purchasing Authority recommended an award of bid number 2022-102 to Sav-Mor Cooling & Heating, LLC Southington, CT to provide all materials, labor and equipment necessary for the rooftop HVAC unit replacement at Fairfield Warde High School, 755 Melville Avenue, Fairfield, Connecticut as specified in the contract documents prepared by Landmark Facilities Group, Inc..


Base Bid: \$1,026,000.00

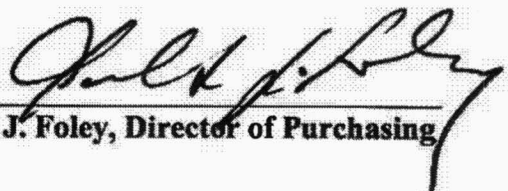
Add Alternate: \$ 14,400.00

**Total: \$1,040,400.00**

Sav-Mor Cooling & Heating, LLC is the lowest responsible bidder for this service.

The award of the contract to Sav-Mor Cooling & Heating, LLC, to provide all materials, labor and equipment necessary for the rooftop HVAC unit replacement at Fairfield Warde High School may be subject to the review and approval of the Board of Selectmen.

  
Brenda L. Kupchick, First Selectwoman

  
Gerald J. Foley, Director of Purchasing



# Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

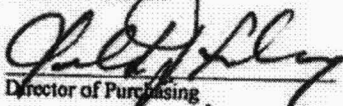
**BID #2022-102**  
**ROOFTOP HV UNIT REPLACEMENT**  
**FAIRFIELD WARDE HIGH SCHOOL – CAFETERIA AREA (NEW) HVAC UNIT**

TOWN OF FAIRFIELD  
PURCHASING AUTHORITY  
725 OLD POST ROAD  
INDEPENDENCE HALL  
FAIRFIELD, CT 06824.

Date Submitted January 5 ~~2021~~ 2022

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

  
First Selectwoman

  
Director of Purchasing

12/09/2021  
Date

**Bidder:**

SAV-MOR Cooling and Heating

Doing Business As (Trade Name)

231 Captain Lewis Drive

Address

Southington, CT 06489

Town, State, Zip

Mr. Troy Karwowski, President

(Mr. / Ms.) Name and Title, Printed

Signature

860-621-9959

Telephone

860-621-9919

Fax

troy@savmorct.com

E-mail

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

**11:00 am, Tuesday, 28<sup>th</sup> December, 2021**

To provide labor, materials, equipment and all else necessary to complete the rooftop HVAC unit replacement project at the Fairfield Warde High School as detailed in the attached specifications.

**NOTES:**

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their submission.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bids are to be submitted in a sealed envelope and clearly marked "BID #2022-102" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bids are not to be submitted via email or fax.
5. Bids are not to be submitted with plastic binders or covers, nor may the bid contain any plastic inserts or pages.

# BID PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department  
First Floor, Sullivan Independence Hall  
725 Old Post Road, Fairfield, Connecticut 06824

I, Troy Karwowski have received the following contract documents,

1. BID Document #2022-102
2. Addenda 1 through 2 posted at [www.fairfieldct.org/purchasing](http://www.fairfieldct.org/purchasing)
3. Documents prepared by Landmark Facilities Group, Inc.

and have included their provisions in my proposal. I shall supply all labor, materials and equipment necessary in accordance with all of the contract documents as required for the rooftop HV unit replacement at Fairfield Warde High School, 755 Melville Avenue, Fairfield, Connecticut as specified.

## **BASE BID – TOTAL LUMP SUM**

(\$ 1,026,000.00 ) /LS One Million Twenty Six Thousand Dollars  
(Written Amount)

Lump Sum amount shall include the cost of all necessary labor, materials, equipment, disposal, delivery, mobilization, insurances, taxes (except taxes from which the Owner is exempt) and permits, including all overhead and profit, based on the total estimated hours to perform the work, per the specification documents prepared by Landmark Facilities Group, Inc.

## **ADD ALTERNATES:**

**ADD ALTERNATE #1** – Contractor shall furnish and install new steam fin tube radiation along north wall of cafeteria. Connect to existing steam supply at one end of unit ventilator row, and condensate return at other end. Provide new motorized steam control valve; refer to steam piping diagram for additional information. Fin tube radiation is based on model JA-14 by slant fin.

(\$ 14,400.00 ) /LS Fourteen Thousand Four Hundred Dollars  
(Written Amount)

**ADD ALTERNATE #2** – Furnish and install new 1.5 ton ceiling cassette fan coil unit for custodian office. Alternate shall include all equipment, piping, condensate pump, and controls. Alternate shall also include possible different piping layout and upsizing HP and BS unit.

(\$ N/A Per Addendum #2 ) /LS \_\_\_\_\_ Dollars  
(Written Amount)

## **DEDUCT ALTERNATES:**

**DEDUCT ALTERNATE #1** – Provide “deduct alternate” to delete materials and labor for the following work:

- furnish and install new 1” LP condensate riser and branch piping
- furnish and install new F&T traps at MUA-1, DDAS B-1, BOAS B-2.

(\$ 5,100.00 ) /LS Five Thousand One Hundred Dollars  
(Written Amount)

# BID PROPOSAL FORM

Page 2 of 2


## CHECKLIST

The following must be submitted with proposal:

- ☒ Cover page, completed and signed.
- ☒ Addenda acknowledged per Item 2 on Bid Proposal Form, or signed and submitted with modified pricing.
- ☒ Bid Bond or equal security for five (5) percent of the total estimated bid.
- ☒ List of references where projects performed within the past five years of comparable size and scope.
- ☒ Contractor and/or Subcontractor is a certified installer for all manufacturers stated in the bid document.
- ☒ List and details of all sub-contractors, identifying each trade, hourly rates and Tax ID numbers.
- ☒ Bid Proposal Form.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Troy Karwowski - President  
Name and Title

  
Signature

1/5/22  
Date

## REFERENCES

Provide reference details of most recent similar scope projects performed.

### REFERENCE #1:

Name of Company see attached Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

### REFERENCE #2:

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

### REFERENCE #3:

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

### REFERENCE #4:

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

### REFERENCE #5:

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

# SAV-MOR Cooling & Heating Inc.

Completed Major Projects Past 5 Years

NAME / Owner	JOB LOCATION	Completion Date	% of work performed by us	Contract Value	Representative	Phone Number	Email Address
INSTALLATIONS FOR 2017							
Norwalk City Hall	125 East Avenue, Norwalk, CT 06851	1/14/2017	75.00%	\$134,744.00	Dan Miller	(203) 854-7940	dmiller@norwalkct.org
Hartford Regional Center	71 Mountain Road, Newington, CT 06111	1/21/2017	90.00%	\$202,902.00	John Massicotte	(860) 263-2486	John.Massicotte@ct.gov
Easter Seals	122 Avenue of Industries, Waterbury, CT 06708	2/10/2017	100.00%	\$67,100.00	Jeff Raboin	(203) 754-5141	Jraboin@eswct.com
Enfield Housing Authority	301 Pearl Street, Enfield, CT	1/14/2017	85.00%	\$988,476.57	Bill Dufour	(860) 745-7493	bdufour@enfieldha.org
Broad Brook Elementary School	14 Rye Street, Broad Brook, CT 06016	3/25/2017	85.00%	\$182,329.46	Joseph Sauerhoefer	(860) 292-7073	Jsaerhoefer@eastwindsord.com
Hubbell Elementary School	90 West Washington Street, Bristol, CT 06010	3/11/2017	95.00%	\$162,853.25	Peter Fusco	(860) 584-7097	PeterFusco@ct.bristol.ct.us
Gemini Building	13 South Main Street, West Hartford, CT	4/8/2017	95.00%	\$154,990.00	Mike Longo	(860) 581-7520	Mike.Longo@WestHartfordCT.gov
Alcott Elementary School	1488 Woodlark Road, Wolcott, CT 06716	3/18/2017	95.00%	\$77,400.00	Wayne Nitzel	(203) 879-8180	w.nitzel@wvcoltbs.org
Skinner Road School	90 Skinner Road, Vernon, CT 06068	6/14/2017	100.00%	\$63,000.00	William Peluso	(860) 870-6000	wpeluso@vernon-ct.gov
Brainford High School	185 East Main Street, Brainford, CT 06405	4/17/2017	100.00%	\$78,000.00	Joe Carbone	(203) 315-7803	jcarbone@brainfordschools.org
Simsbury Schools	Tootin, Central, Squadron & Latimer, Simsbury CT	8/18/2017	90.00%	\$732,732.63	Steven Twitchell	(860) 408-5448	stwitchell@simsbury.k12.ct.us
Amity High School	25 Newton Road, Woodbridge, CT 06525	8/25/2017	75.00%	\$514,400.00	Jim Salsa	(203) 397-4818	Jim.Salsa@reg5.k12.ct.us
Town of Middlebury/Shepardson	1172 Whittemore Rd., Middlebury, CT	10/24/2017	90.00%	\$77,500.00	Paul Vaccarella	(203) 577-4170	pvaccarella@middlebury-ct.org
City of Bristol/Chippens Hill	551 Placcedale Street, Bristol, CT 06010	12/20/2017	90.00%	\$1,086,306.68	Peter Fusco	(860) 584-7097	PeterFusco@ct.bristol.ct.us
Town of Bolton	Various Addresses Bolton, CT 06043	10/27/2017	90.00%	\$63,700.00	John Butymowich	(860) 846-8152	jbutymowich@boltonct.org
INSTALLATIONS FOR 2018							
Town of Hebron	Various Addresses Hebron, CT 06248	3/14/2018	90.00%	\$555,004.04	Andrew Tieme	(860) 228-5971	atieney@hebronct.com
Dept. of Mental Health/Bridgeport MHC	1635 Central Ave., 1st Flr. Board Rm #120 Bridgeport, CT	3/8/2018	90.00%	\$97,830.35	Lane Coppola	(203) 988-0733	lane.coppola@ct.gov
Dept. of Energy & Environ Prot.	Hammonasset Beach 1288 Boston Post Rd., Madison, CT	3/5/2018	90.00%	\$66,700.00	Mark Sulik	(860) 424-3949	mark.sulik@ct.gov
City of Bristol Hubbell School	90 W. Washington St. Bristol, CT 06010	3/15/2018	90.00%	\$117,107.63	Peter Fusco	(860) 584-7097	PeterFusco@ct.bristol.ct.us
Dept. of Energy & Environ Prot.	Hammonasset Beach 1288 Boston Post Rd., Madison, CT	3/6/2018	90.00%	\$50,000.00	Mark Sulik	(860) 424-3949	mark.sulik@ct.gov
Reg. School Dist. 8/RIHAM High Sch	85 Wall Street Hebron, CT 06033	3/9/2018	75.00%	\$106,000.00	Michael Schlehofer	(860) 922-2941	Michael.schlehofer@harnschools.org
Town of Tolland / Recreation Center	Post Road Tolland, CT 06084	3/9/2018	90.00%	\$192,329.52	Scott Lappen	(860) 871-3690	slappen@tolland.org
Team Inc. /Slocum Building	25 Rmford Street Waterbury, CT	10/19/2018	90.00%	\$429,780.00	Edward Leavy	(203) 829-0546	edwardly@slocglobal.net
City of Norwalk/ City Hall IT Rooms	125 East Ave. Norwalk, CT 06851	8/22/2018	75.00%	\$159,514.63	Dan Miller	(203) 854-7940	dmiller@norwalkct.org
Department of Developmental Ser.	71 Mountain Road Newington, CT 06111	2/1/2019	95.00%	\$53,900.00	David Elwell	(203) 805-7465	David.Elwell@ct.gov
INSTALLATIONS FOR 2019							
Town of Mansfield	4 South Eagleville Rd., Mansfield, CT 06268	1/24/2019	75.00%	\$51,700.00	Bill Trietch	(860) 234-1854	trielchwi@mansfieldct.org
Town of Woodbridge/Library	10 Newtown Road, Woodbridge, CT 06525	6/1/2019	75.00%	\$174,400.00	Anthony Genovese	(203) 389-3482	agenovese@woodbridgect.org
City of Norwalk/Norwalk Historical	141 East Avenue, Norwalk, CT 06851	5/1/2019	95.00%	\$47,489.00	Dan Miller	(203) 854-7940	dmiller@norwalkct.org
Newtown BOE/Hawley School	11 Queen Street, Newtown, CT 06470	5/1/2019	95.00%	\$78,800.00	Rick Spreyer	(203) 270-6131	rick.spreyer@newtown-ct.gov
Town of Waterford	15 Rope Ferry & 200 Boston Post Rd., Waterford	5/31/2019	90.00%	\$1,882,578.12	Abby Piersall	(860) 444-5813	apiersall@waterfordct.org
Town of Windsor	JFK 530 Park Avenue	4/10/2019	80.00%	\$2,577,697.99	Whit Przech	(860) 285-1870	przech@townofwindsord.com
Town of Windsor	Poquonock Elementary School	10/16/2019	90.00%	\$1,523,217.47	Whit Przech	(860) 285-1870	przech@townofwindsord.com
Town of Stratford/Eli Whitney Elem. School	1130 Huntington Rd., Stratford, CT 06614	9/13/2019	80.00%	\$151,731.52	Brian Snyder	(203) 243-3346	brian@snyderarchitects.com
Town of Cheshire / Cheshire Fire Headquarters	250 Maple Avenue, Cheshire, CT 06040	2/27/2020	80.00%	\$133,800.00	George Noewalne	(203) 271-6650	gnoewalne@cheshirect.org
PAC Group/Parker School Elderly Housing	104 Old Post Road, Tolland, CT 06084	7/29/2019	95.00%	\$746,800.00	Rome Santilli	(860) 485-9363	rsantilli@PACGROUPLLC.com
Town of Manchester/Manchester Fire House #2	75 Center Street, Manchester, CT 06040	12/9/2018	75.00%	\$167,800.00	Scott Shanley	(860) 674-3123	sshanley@manchestercd.gov
Town of Tolland/Tolland Rec Center	104 Old Post Road, Tolland, CT 06084	1/21/2020	80.00%	\$212,000.00	Scott Lappen	(860) 871-3694	slappen@tolland.org
Fischer Technologies	750 Marshall Phelps Road, Windsor, CT 06095	2/28/2020	95.00%	\$257,000.00	Yves Ouellette	(203) 537-7641	Y.Ouellette738@gmail.com
Town of Bristol-HA Cambridge Park	64 Davis Drive, Bristol, CT 06010	12/6/2020	80.00%	\$197,700.00	Carl R. Johnson	(860) 585-2028	johnson@bristolhousing.org
Klingberg Family Centers	370 Linwood Street, New Britain, CT 06052	4/30/2020	95.00%	\$110,000.00	Joseph M. Milke	(860) 832-5540	joem@klingberg.org
City of Norwalk/Norwalk Fire Dept. Station #4	180 Westport Avenue, Norwalk, CT 06851	11/22/2019	80.00%	\$93,200.00	James Hines	(203) 858-7198	jim@imkconstructiongroup.com
City of Norwalk/Norwalk Fire Dept. Station #1	90 New Canaan Avenue, Norwalk, CT 06850	11/27/2019	80.00%	\$70,900.00	James Hines	(203) 858-7198	jim@imkconstructiongroup.com
Team Inc. Derby	30 Elizabeth Street, Derby, CT 06418	2/26/2020	100.00%	\$48,000.00	Edward Leavy	(203)-736-5420	edwardly@slocglobal.net
Town of Southington / Southington High School	720 Pleasant Street, Southington, CT 06489	8/28/2020	100.00%	\$153,126.00	Peter Romano	(860)-828-3200	promano@southingtonschools.org

NAME / Owner	JOB LOCATION	Completion Date	% of work performed by us	Contract Value	Representative	Phone Number	Email Address
Town of Guilford / Abraham Baldwin	68 Bullard Drive, Guilford, CT 06437	8/23/2020	100.00%	\$1,665,503.90	Cliff Gurnham	(203)-458-0001	gurnhamc@quillfordschools.org
Town of West Hartford/Hill High School	975 North Main Street, West Hartford, CT 06107	5/20/2020	100.00%	\$59,900.00	Mike Longo	860-538-7732	mike.longo@westhartfordct.gov
INSTALLATIONS FOR 2020							
CT State Colleges / Three Rivers	574 New London Turnpike, Norwich, CT 06360	8/2/2020	100.00%	\$75,732.48	Yolanda Hacia	(860)-244-7732	vhacia@commnet.edu
Town of Farmington / West Woods Elementary	50 Judson Lane, Farmington, CT 06032	7/30/2020	100.00%	\$147,000.00	Tim Harris	(860)-673-8270x7050	harris@tpsc.org
Town of Stratford / Lordship Fire Station	21 Prospect Dr., Stratford, CT	9/19/2020	100.00%	\$94,615.69	Phil Ryan	(203)-385-4044	pryan@townofstratford.com
CT State Colleges / Norwich Comm. College	188 Richards Ave., Norwalk, CT	8/31/2020	100.00%	\$638,988.89	Yolanda Hacia	(860)-244-7732	vhacia@commnet.edu
New Britain Housing Authority	10 Grand Street, New Britain, CT 06051		100.00%	\$69,350.00	Margaret Malinowski	860-828-5430	
New Britain Housing Authority/Arthur D'Amato A	40 Chestnut Street, New Britain, CT 06051	10/13/2020	100.00%	\$73,900.00	John Hamilton		
DAS / Franklin Square - New Britain	10 Franklin Square, New Britain, CT 06051	12/4/2020	100.00%	\$98,000.00	Nick Garcia	860-713-5678	Nicholas.Garcia@ct.gov
INSTALLATIONS FOR 2021							
Town of Guilford / Melissa Jones	31 Park Street, Guilford, CT 06437	8/20/2020	80.00%	\$1,414,147.46	Cliff Gurnham	203-458-0001	gurnhamc@quillfordschools.org
DAS / Rocky Hill Library for the Blind	198 West Street, Rocky Hill, CT 06067	7/28/2020	80.00%	\$193,806.88	Steven Udeh	860-714-5730	
Town of Woodbridge / Amity Reg Sr High School	25 Newton Road, Woodbridge, CT 06525-1598	10/21/2020	75.00%	\$651,952.72	Steve Martoni	203-397-4818	
Town of Fairfield / Roger Sherman Elementary	250 Fern Street, Fairfield, CT 06424	11/17/2020	80.00%	\$947,222.33	Lee Flaherty		flaherty@fairfieldct.org
Town of Newington / Indian Hill Country Club	11 Golf Street, Newington, CT 06111	12/2/2020	80.00%	\$206,400.00	Keith Chapman	860-666-5447	
Town of Chester / Cherry Hill Apartments	218 Middlesex Turnpike, Chester, CT 06412	3/31/2021	100.00%	\$56,472.00	Doug Williams	860-528-9724	
City of Waterbury / Water Department	21 East Aurora Street, Waterbury, CT 06708	5/17/2021	80.00%	\$64,750.00	Kevin McCaffery	203-5746740	
Town of Guilford/Abraham Baldwin Middle School	68 Bullard Drive, Guilford, CT 06437	11/23/2021	100.00%	\$1,483,000.00	Cliff Gurnham	203-458-0001	gurnhamc@quillfordschools.org
WSCU Suite Mechanical Renovations	181 White Street, Danbury, CT 06810	8/20/2021	100.00%	\$298,000.00	Daniel Cashelli	203-837-8660	cashellid@wscu.edu
Washington Village / Dirnebo	Various Addresses, Norwalk, CT	12/3/2021	80.00%	\$1,013,500.00	Michael J Fuchs		
Stratford Housing Authority	75A Griffin Street, Stratford, CT 06615	10/25/2021	100.00%	\$564,000.00	Nile Scala	203-375-4483	nscala@damella.com
Williamantic Housing Authority	Marcella Eastman Terrace, Williamantic, CT 06226	12/7/2021	100.00%	\$590,859.66	Kim Haddad	860-458-1413	
New Horizons Village / CORE	37 Bliss Memorial Road, Unionville, CT 06085	10/31/2021	80.00%	\$350,000.00	Nicholas Malarazzo	860-678-0663	
Town of Coventry / Captain Nathan Hale School	1776 Main Street, Coventry, CT 06238	11/19/2021	100.00%	\$119,065.00	Joe Salomone	203-281-6895	
Sedgwick Middle School / Town of West Hartford	128 Sedgwick Road, West Hartford, CT 06107	11/22/2021	100.00%	\$344,800.00	Michael Longo	860-570-6500	
Town of Woodbridge / Amity Reg Sr High School	25 Newton Road, Woodbridge, CT 06525-1598	10/25/2021	100.00%	\$1,219,600.00	Lucian Dragulski	860-667-3233 x 113	
Town of Manchester/Manchester High School	134 East Middle Turnpike, Manchester, CT 06040	8/30/2021	100.00%	\$72,000.00	Karen Clancy	860-647-3444	
Carl E Allgrove Elementary School	33 Turkey Hills Road, East Granby, CT	10/12/2021	100.00%	\$86,400.00	Ray Carlson	860-653-2505	rayc@easttownhall.com

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Sav-Mor Cooling & Heating, Inc.  
231 Captain Lewis Drive  
Southington, CT 06489

### SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company  
1200 Main Street, Suite 800  
Kansas City, MO 64105  
Mailing Address for Notices

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Town of Fairfield  
Sullivan Independence Hall, 725 Old Post Road  
Fairfield, CT 06824

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Fairfield Warde High School Cafeteria - Rooftop HV Unit Replacement - Bid #2022-102

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of January, 2022.

Melissa A. Johnson  
(Witness)

Sav-Mor Cooling & Heating, Inc.

(Principal)

(Seal)

By:

(Title) Troy Kerwanak - Pres. CMR

North American Specialty Insurance Company

(Surety)

(Seal)

By:

(Title) Craig H. Meeker, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint: Craig H. Meeker

Principal: Sav-Mor Cooling & Heating, Inc.

Bond Number: Bid Bond

Obligee: Town of Fairfield

Bond Amount: See Bond Form

Bond Description: Fairfield Warde High School Cafeteria - Rooftop HV Unit Replacement - Bid #2022-102

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



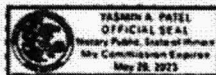
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14th day of December, 2021.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

SS:

On this 14th day of December, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of January, 2022.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

**SUBCONTRACTORS**

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

**SUBCONTRACTOR #1:**

Name of Company KMK Insulation Fed ID # 06-1289677  
Contact Person Mike Visnic Title Vice President  
Company Address 1907 Hartford Turnpike, North Haven, CT 06473 Phone 203-671-2553  
Trade Mechanical Insulation Email mvisnic@kmkinsulation.com  
Rates: Supervisor \$ 135.00 /hr Foreman \$ 116.75 /hr Journeyman \$ 108.25 /hr Apprentice \$ 108.25 /hr

**SUBCONTRACTOR #2:**

Name of Company Masotti Electric LLC Fed ID # 06-1404912  
Contact Person Jim Doucette Jr. Title Project Manager  
Company Address 120 Industrial Drive, Southington, CT 06489 Phone 860-276-0097  
Trade Electrical Email jim@masottielectric.net  
Rates: Supervisor \$ 110.00 /hr Foreman \$ 110.00 /hr Journeyman \$ 107.00 /hr Apprentice \$ 105.00 /hr

**SUBCONTRACTOR #3:**

Name of Company WWF LLC Fed ID # 83-2403734  
Contact Person Jeff Tracey Title Owner  
Company Address 424 Berlin Street, East Berlin, CT 06023 Phone 860-828-5496  
Trade Division 5 Email jeff@wwwelding andfab.com  
Rates: Supervisor \$ 135.00 /hr Foreman \$ 125.00 /hr Journeyman \$ 175.00 /hr Apprentice \$ 110.00 /hr

Inworker includes truck with engine drive

**SUBCONTRACTOR #4:**

Name of Company Automated Logic Corp. Fed ID # 82-0540614  
Contact Person Leo Perritano Title Sales Engineer  
Company Address 23 Village Lane, Wallingford, CT 06492 Phone 860-883-7867  
Trade Instrumentation and controls for HVAC Email leo.perritano@carrier.com  
Rates: Supervisor \$ N/A /hr Foreman \$ 185.60 /hr Journeyman \$ 175.00 /hr Apprentice \$ 161.00 /hr  
Project Manager Programmer Technician

**NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.**

**SUBCONTRACTORS**

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

**SUBCONTRACTOR #1:**

Name of Company New England Masonry & Roofing Co, Fed ID # 06-081146  
Contact Person John Ciaralli Title Vice President  
Company Address 1146 Sheridan Drive, Naugatuck, CT 06770 Phone 203-729-2266  
Trade Roofing Email jc@nemasonry.com

Rates: Supervisor \$ 135.00 /hr Foreman \$ 125.00/hr Journeyman \$ 115.00 /hr Apprentice \$ 105.00 /hr

**SUBCONTRACTOR #2:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Company Address \_\_\_\_\_ Phone \_\_\_\_\_  
Trade \_\_\_\_\_ Email \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**SUBCONTRACTOR #3:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Company Address \_\_\_\_\_ Phone \_\_\_\_\_  
Trade \_\_\_\_\_ Email \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**SUBCONTRACTOR #4:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Company Address \_\_\_\_\_ Phone \_\_\_\_\_  
Trade \_\_\_\_\_ Email \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.**

 **AIA® Document A101® – 2017**

**Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year 2022  
(In words, indicate day, month and year.)

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

Town of Fairfield  
725 Old Post Road  
Fairfield CT 06824

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

SAV-MOR Cooling and Heating, Inc.  
231 Captain Lewis Drive  
Southington, CT 06489

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

Fairfield Warde High School - Cafeteria Air Conditioning  
755 Melville Avenue, Fairfield CT 06825

The Architect:  
(Name, legal status, address and other information)

Landmark Facilities Group, Inc.  
252 East Avenue  
Norwalk CT 06855

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐

The date of this Agreement.

☐

A date set forth in a notice to proceed issued by the Owner.

☒

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

Fourteen (14) calendar days after receipt of Notice to Proceed or date of this contract, whichever comes first.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐

Not later than  
the date of commencement of the Work.

( ) calendar days from

☒

By the following date: August 21, 2022

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work  
(Table Deleted)

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Twenty Six Thousand Dollars (\$1,026,000 ), subject to additions and deductions as provided in the Contract Documents.

### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Add Alternate #1 (New Steam Fin Tube Radiation)

Price

\$14,400.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

**§ 4.3** Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

**Item**

**Price**

**§ 4.4** Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

**Item**

**Units and Limitations**

**Price per Unit (\$0.00)**

**§ 4.5** Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

If the Contractor neglects, fails or refuses to achieve substantial completion by 11:59 pm by the date stipulated in the Contractor's bid form for each of the bid components requiring durations or deadlines, liquidated damages of One Thousand Dollars (\$1,000.00) per day or part thereof shall be due for each bid component to the Owner and subtracted from the unpaid contract amount or bond held by the Owner. "Substantial completion" is as defined in the General Conditions of the Contract for Construction, AIA Document A201 included in this project manual. "Substantial completion" is further defined as the date at which the local authorities with jurisdiction over this project grant a temporary or permanent certificate of occupancy (if required for occupancy) for each project area.

**§ 4.6** Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201®–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Retainage of five (5) %.

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

None

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

None.

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

If not agreed to by the Owner (Town).

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

0 %

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

none

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒

Litigation in a court of competent jurisdiction

☐

Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

None

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Gerald Foley, Director of Purchasing

Town of Fairfield

725 Old Post Road

Fairfield CT 06824

**§ 8.3** The Contractor's representative:  
(Name, address, email address, and other information)

Troy Karkowski, President  
SAV-MOR Cooling and Heating, Inc.  
231 Captain Lewis Drive  
Southington CT 06489  
860-621-9959  
troy@savmorct.com

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Contractor shall purchase and maintain insurance as set forth in the Town's invitation to bid documents.

**§ 8.5.2** The Contractor shall provide a performance and payment bond as set forth in the Town's invitation to bid documents.

**§ 8.6** This section intentionally omitted.

**§ 8.7** Other provisions:

None

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

**.3 Drawings**

Number	Title	Date
	Exhibit "B" drawings attached to this Agreement	
	Town of Fairfield Invitation to Bid Document	
	Landmark Facilities Group Drawings and Project Manual Prevailing	
	Wage Rate Information	
	Bid Addenda Documents	

**.4 Specifications**

Section	Title	Date	Pages
	Exhibit "C" specifications attached to this Agreement		

**.5 Addenda, if any:**

Number	Date	Pages
#1	12/17/2021	1
#2	12/23/2021	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.6 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

☐

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

☐

The Sustainability Plan:

Title	Date	Pages
-------	------	-------



Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

**.7 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Init.



**AIA®**

# Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 24th day of January in the year 2022  
(In words, indicate day, month and year.)

for the following **PROJECT:**  
(Name and location or address)

Fairfield Warde High School - Cafeteria Air Conditioning  
755 Melville Avenue, Fairfield CT 06825

**THE OWNER:**  
(Name, legal status and address)

Town of Fairfield  
725 Old Post Road  
Fairfield CT 06824

**THE CONTRACTOR:**  
(Name, legal status and address)

SAV-MOR Cooling and Heating, Inc.  
231 Captain Lewis Drive  
Southington, CT 06489

### TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201®–2017, General Conditions of the Contract for Construction.

### ARTICLE A.2 OWNER'S INSURANCE

#### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201–2017 contains additional insurance provisions.

### § A.2.3 Required Property Insurance

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss

Sub-Limit

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage

Sub-Limit

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The

Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

#### **§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

#### **§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

☐

**§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐

**§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐

**§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐

**§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐

**§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐

**§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐

**§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

#### **§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

☐

**§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.  
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*

☐

**§ A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

### **ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

#### **§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*



**§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible,

and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below.*

*Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

☐

**§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.

☐

**§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

☐

**§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**

☐

**§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**

☐

**§ A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

#### § A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

#### ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

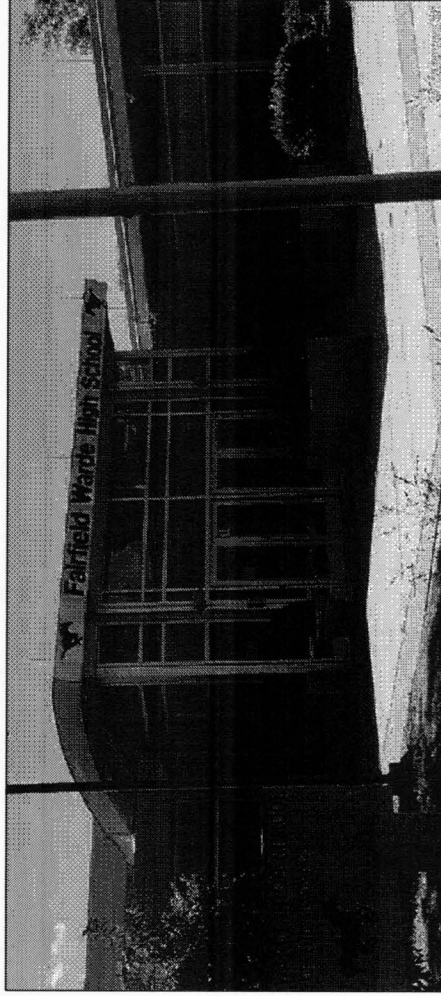
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



# FAIRFIELD WARDE HIGH SCHOOL CAFETERIA AIR-CONDITIONING

ISSUE: FOR BID

DATE: NOVEMBER 12, 2021



DOCUMENTS PREPARED BY:

**LFG**  
LANDMARK  
FACILITIES  
GROUP, INC.

252 East Avenue  
Norwalk, CT 06855  
(203) 866-4626 Td  
(203) 866-8019 Fax

## DRAWING INDEX

T-001	COVER SHEET	E-103	ELECTRICAL LEARNING PROTECTION PLAN
M-001	MECHANICAL NOTES & LEGEND	E-200	ELECTRICAL SPECIFICATIONS
M-100	MECHANICAL RISE PLANS	FP-001	SPRINKLER DETAILS AND LEGEND
M-101	MECHANICAL PLANS - FIRST FLOOR	FP-002	SPRINKLER SPECIFICATIONS
M-200	MECHANICAL PLAN - ROOF	FP-100	SPRINKLER PLAN - FIRST FLOOR
M-300	MECHANICAL SECTIONS AND DIAGRAM	S1.0	STRUCTURAL ROOF PLAN AND DETAILS
M-400	MECHANICAL SCHEDULES		
M-500	MECHANICAL CONTROL DIAGRAMS		
M-601	MECHANICAL SPECIFICATIONS I		
ED-001	ELECTRICAL PANEL SCHEDULE DIAG		
ED-100	ELECTRICAL RISE PLANS		
E-001	ELECTRICAL ONE-LINE DIAGRAM & LEGEND		
E-002	ELECTRICAL PANEL SCHEDULES		
E-100	ELECTRICAL PLAN - FIRST FLOOR		
E-101	ELECTRICAL PLAN - ROOF		
E-102	ELECTRICAL PLAN - ROOF		

REV	DATE	ISSUE FOR NO	DESCRIPTION

**LFG**  
LANDMARK  
FACILITIES  
GROUP, INC.

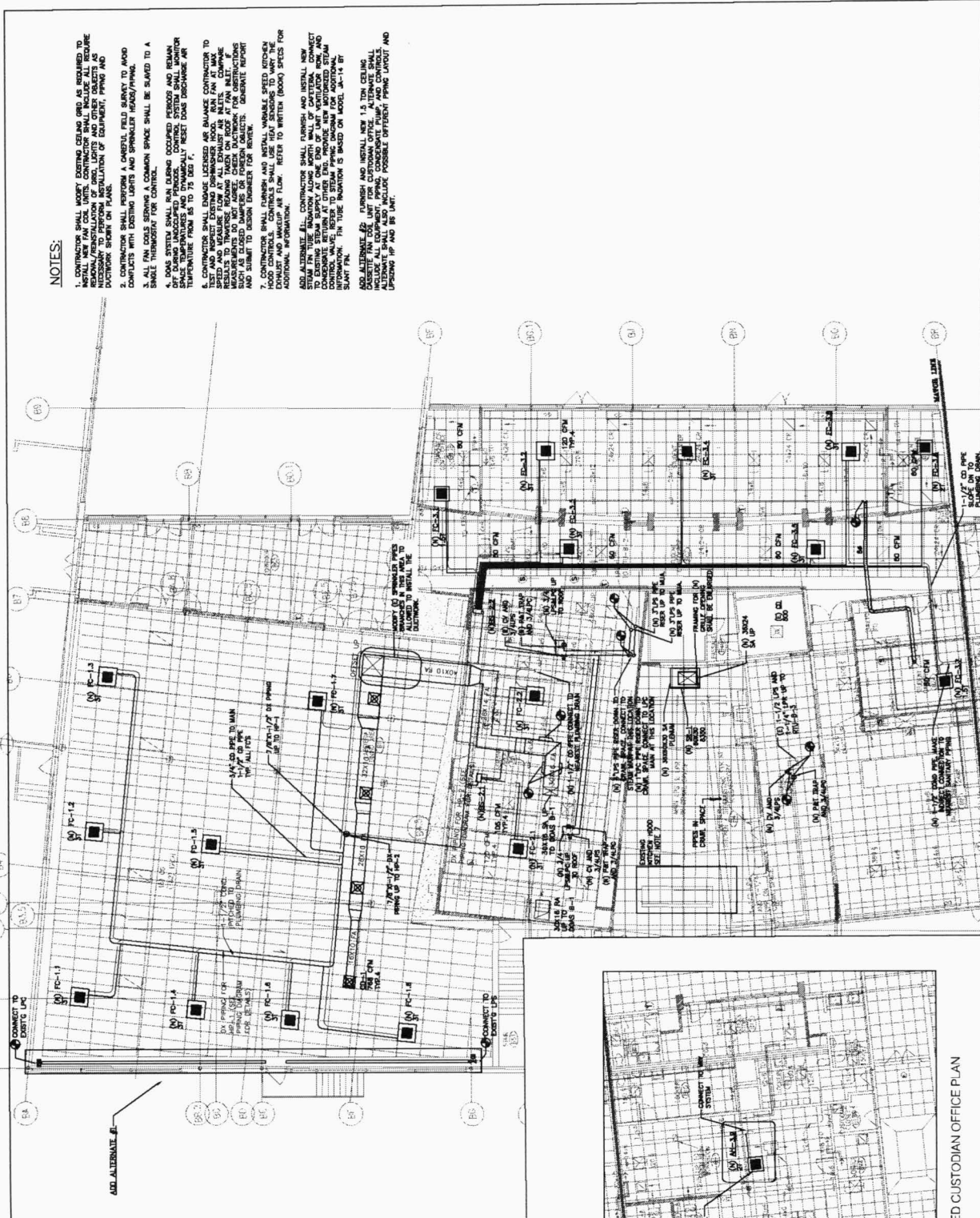
252 East Avenue  
Norwalk, CT 06855  
(203) 866-4626 Td  
(203) 866-8019 Fax

**WARDE FAIRFIELD HIGH SCHOOL**  
FAIRFIELD, CT

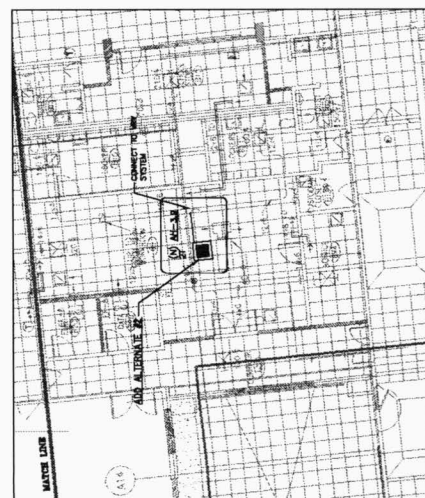
PROJECT TITLE SHEET





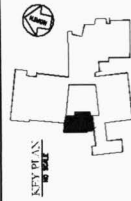


- NOTES:**
1. CONTRACTOR SHALL VERIFY EXISTING CEILING AND AS REQUIRED TO INSTALL NEW FAN COIL UNITS. CONTRACTOR SHALL INCLUDE ALL REQUIRED MATERIALS AND LABOR IN THE BIDDING PRICE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
  2. CONTRACTOR SHALL PROVIDE A CAREFUL FIELD SURVEY TO AVOID INTERFERENCE WITH EXISTING UTILITIES AND STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
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02 PROPOSED CUSTODIAN OFFICE PLAN

01 PROPOSED HVAC FIRST FLOOR PLAN

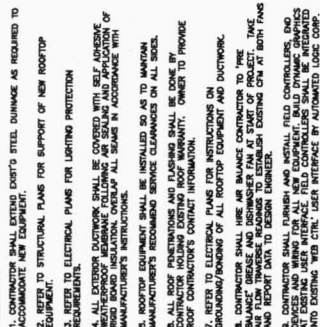


**LFG**  
LANDSCAPE FACILITIES GROUP, INC.  
101-Ten Avenue  
Fairfield, CT 06424-1010  
203-255-1234  
203-255-1235

WARDE FAIRFIELD HIGH SCHOOL  
FAIRFIELD, CT

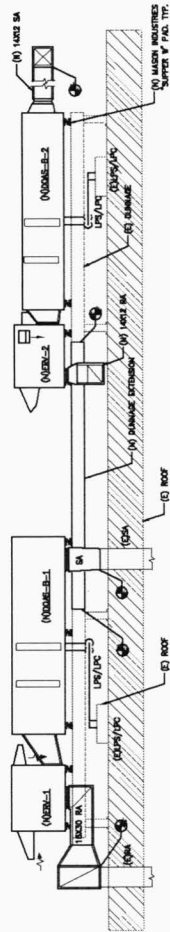
MECHANICAL PLAN  
FIRST FLOOR  
DATE: 11-12-21  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

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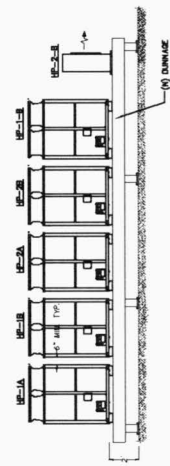


<p>1 needs</p> <p>at 100%</p>	<p>20 results</p>	<p>Change to: M-101</p>
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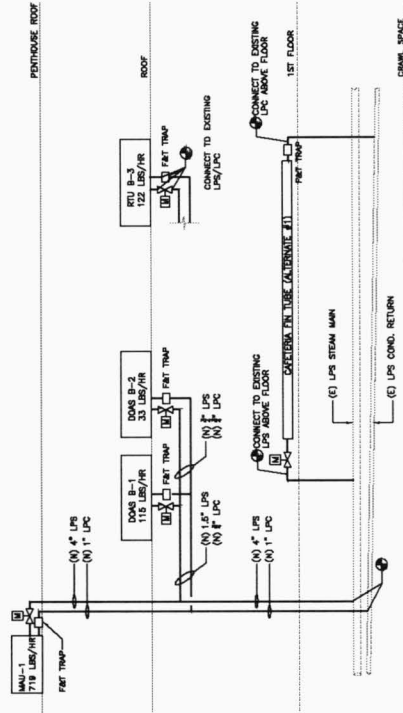
# 01 PROPOSED HVAC ROOF PLAN



01 SECTION A-A



02 SECTION B-B



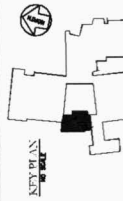
STEAM PIPING DIAGRAM

TAG	UNIT SERVED	MFG	MODEL	FLOW RATE (GPM)	VALVE TYPE	DESIGN PRESS (PSI)	BODY SIZE (IN)	ACTUATOR
SCV-1	DOAS B-1	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-2	DOAS B-2	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-3	DOAS B-3	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-4	DOAS B-4	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-5	DOAS B-5	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-6	DOAS B-6	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-7	DOAS B-7	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-8	DOAS B-8	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-9	DOAS B-9	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-10	DOAS B-10	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-11	DOAS B-11	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-12	DOAS B-12	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-13	DOAS B-13	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-14	DOAS B-14	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-15	DOAS B-15	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-16	DOAS B-16	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-17	DOAS B-17	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-18	DOAS B-18	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-19	DOAS B-19	BEI	2500-N	115	GLD	30-24	40	UN024-SP
SCV-20	DOAS B-20	BEI	2500-N	115	GLD	30-24	40	UN024-SP

NOTES:  
1. PROVIDE VIBRATION ISOLATORS AND SUPPORTS.  
2. PROVIDE UNIT WITH EDM MOTOR.

- NOTES:
1. PROVIDE FLEXIBLE CANVAS CONNECTIONS AT ALL PENETRATIONS THROUGH ROOF.
  2. UNITS SHALL BE SET ON DRAINAGE ISLANDS.
  3. PROVIDE 1" STATE BOARD INSULATION WITH 1" STATE BOARD INSULATION FOR DRAINAGE ISLANDS.
  4. PROVIDE 1" STATE BOARD INSULATION WITH 1" STATE BOARD INSULATION FOR DRAINAGE ISLANDS.
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BASE CONTRACT WORK:  
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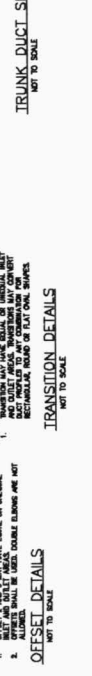
**LFG**  
LAWRENCE  
FACILITIES  
GROUP, INC.  
1017 Main Street  
New Britain, CT 06053  
TEL: 860.897.7400  
FAX: 860.897.7401

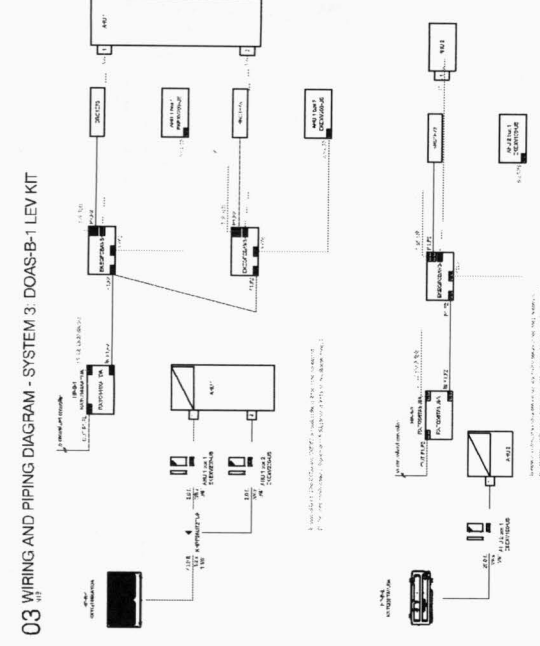
WARDE FAIRFIELD HIGH SCHOOL  
FAIRFIELD, CT

MECHANICAL SECTIONS

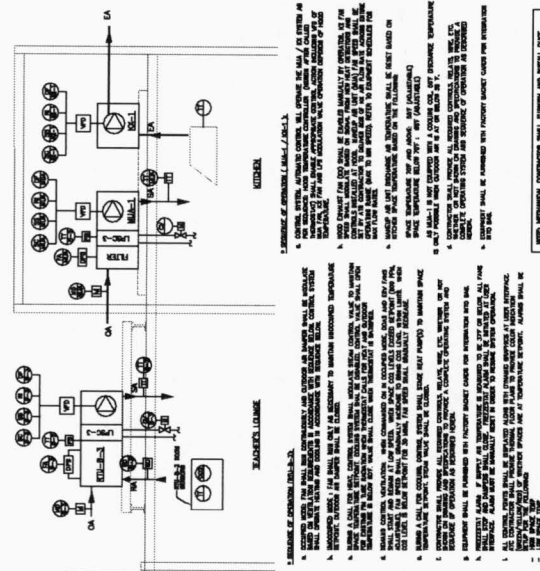
REV. NO. 1  
REV. DATE 11-14-21  
REV. DESCRIPTION  
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2. PROVIDE 1" STATE BOARD INSULATION WITH 1" STATE BOARD INSULATION FOR DRAINAGE ISLANDS.  
3. PROVIDE 1" STATE BOARD INSULATION WITH 1" STATE BOARD INSULATION FOR DRAINAGE ISLANDS.  
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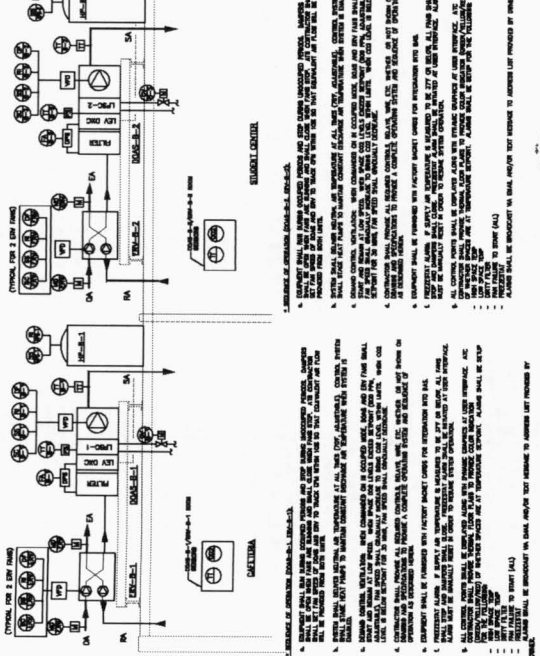




03 WIRING AND PIPING DIAGRAM - SYSTEM 3: DOAS-B-1 LEV KIT

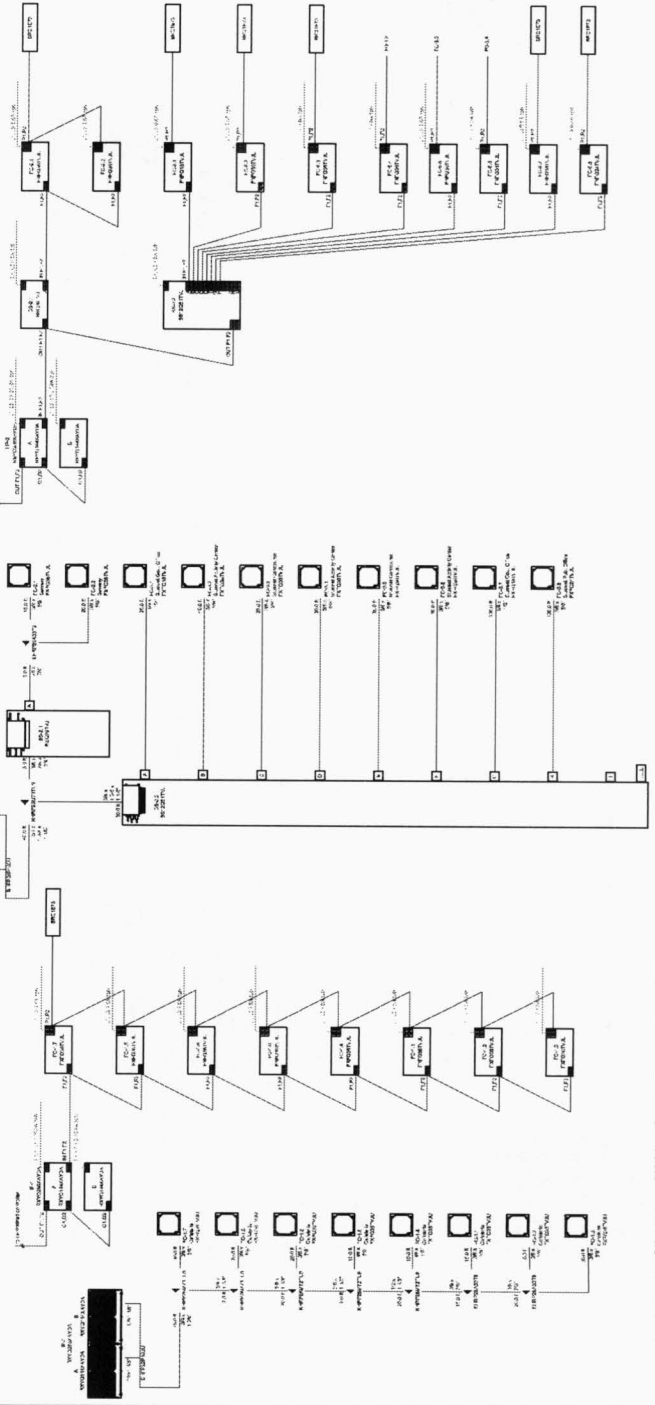


04 WIRING AND PIPING DIAGRAM - SYSTEM 4: DOAS-B-2 LEV KIT

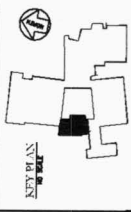


05 WIRING AND PIPING DIAGRAM - MASTER CONTROL

01 Mechanical Control Diagram and Sequence of Operation



02 Mechanical Piping and Wiring Diagrams for System 1 and 2



**LFG**  
LANDMARK  
FACTORIES  
GROUP, INC.  
200 Main Street  
Fairfield, CT 06424  
203-255-1234

REV	DATE	DESCRIPTION
1	01/15/01	ISSUED FOR BID
2	02/15/01	REVISED
3	03/15/01	REVISED
4	04/15/01	REVISED
5	05/15/01	REVISED
6	06/15/01	REVISED
7	07/15/01	REVISED
8	08/15/01	REVISED
9	09/15/01	REVISED
10	10/15/01	REVISED
11	11/15/01	REVISED
12	12/15/01	REVISED

MECHANICAL CONTROL DIAGRAM  
WARDE FAIRFIELD HIGH SCHOOL  
FAIRFIELD, CT








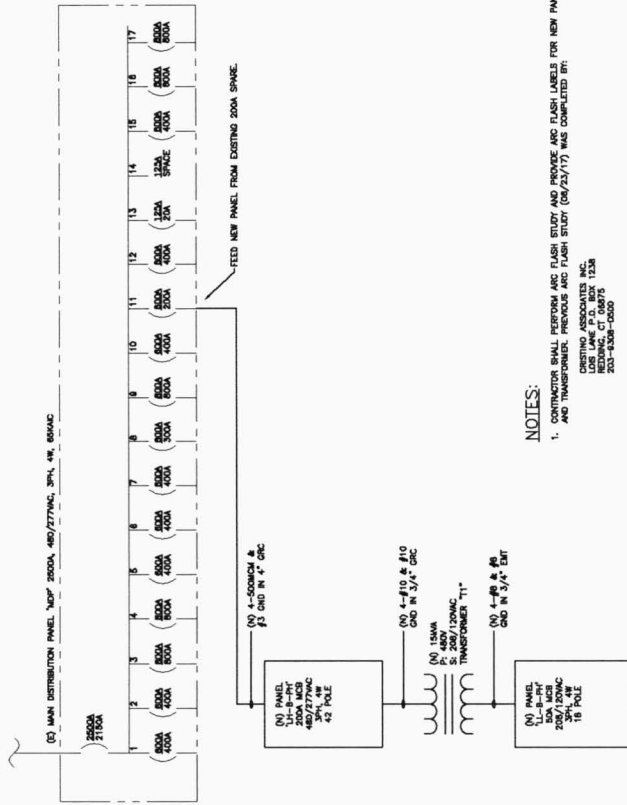


 DUPLEX RECEPTACLE

-  DUPLEX RECEPTACLE

RMG	RIGID METAL CONDUIT
GRC	GALVANIZED RIGID S
IMC	INTERMEDIATE METAL

- |     |                     |
|-----|---------------------|
| RMG | RIGID METAL CONDUIT |
| GRC | GALVANIZED RIGID S  |
| IMC | INTERMEDIATE METAL  |

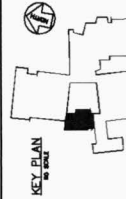


1. CONTRACTOR SHALL PERFORM ARC FLASH STUDY AND PROVIDE ARC FLASH LABELS FOR NEW PANELS AND TRANSFORMER. PREVIOUS ARC FLASH STUDY (08/23/17) WAS COMPLETED BY

1. CONTRACTOR SHALL PERFORM ARC FLASH STUDY AND PROVIDE ARC FLASH LABELS FOR NEW PANELS AND TRANSFORMER. PREVIOUS ARC FLASH STUDY (08/23/17) WAS COMPLETED BY

CRISTINO ASSOCIATES INC.  
LOS LANE P.O. BOX 1238  
REDDING, CT 06875  
203-9308-0500

REV	DATE	DESCRIPTION
-	11-13-81	ISSUED FOR BID



**LFG**  
LANDMARK  
FACILITIES  
GROUP, INC.

WARDE FAIRFIELD HIGH SCHOOL  
FAIRFIELD, CT

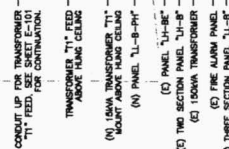
DATE	7/16/22	APPROVED BY	SIGNED BY
DATE	AS NOTED BY		
DATE	7/16/22	APPROVED BY	SIGNED BY
DATE	AS NOTED BY		

### ELECTRICAL LEGEND AND ONE LINE DIAGRAM

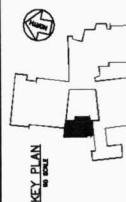
100-3	DATE RECEIVED	DATE PAID
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1. ALL DISCONNECTS, MOTOR STARTERS, AND VFDs FOR MECHANICAL EQUIPMENT, FURNISHED BY MECHANICAL CONTRACTOR, INSTALLED AND WIRED BY ELECTRICAL CONTRACTOR.
2. CONTRACTOR SHALL RUN ALL CIRCUITS FROM ROOF EQUIPMENT DOWN INTO FIRST FLOOR CEILING, REFER TO STRUCTURAL DRAWINGS FOR ROOF PENETRATION DETAIL.



REV	DATE	DESCRIPTION
-	11-13-21	ISSUED FOR BID



**LFG**  
LANDMARK  
FACILITIES  
GROUP, INC.

WARDE FAIRFIELD HIGH SCHOOL  
FAIRFIELD, CT

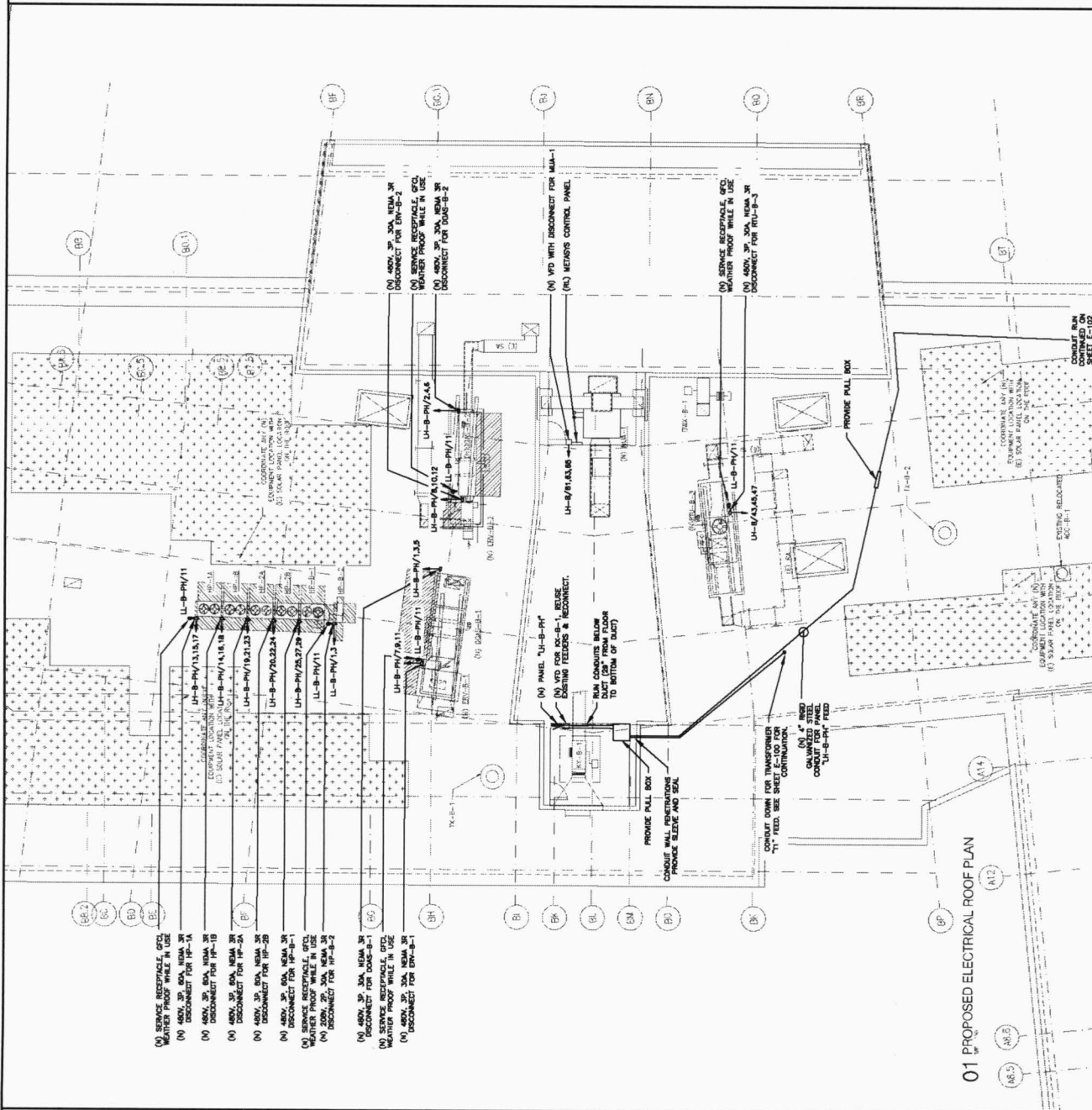
DATE	APPROVED BY	BY	DATE
AS NOTED			
DATE	APPROVED BY	BY	DATE

ELECTRICAL PLAN  
FIRST FLOOR

FILE NO.	JOB NO.	ISSUED BY
		F-100

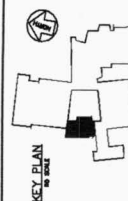
GENERAL NOTES:

- ALL JOINTS/WELDS ON ROOF SHALL BE IN GALVANIZED IRON STEEL.
- CONDUIT.
2. SUPPORT CABLES AND PULL BONES WITH NON-PENETRATIVE ROOF SUPPORTS. SUPPORT CLAMP-BLOCK OR SERIES OF APPROVED EQUAL.
3. CONTRACTOR SHALL PROVIDE CONDUIT EXPANSION FITTINGS DESIGNED FOR USE WITH IRON STEEL CONDUIT AND INTED FOR WELD LOCATIONS.
4. DISCONNECTS, MOTOR STARTERS, AND VES FOR MECHANICAL EQUIPMENT, IF REQUIRED, CONTRACTOR INSTALLED AND WIEED BY ELECTRICAL CONTRACTOR.
5. ALL ROOF PENETRATIONS SHALL BE MADE BY ROOFING CONTRACTOR WHO HOLDS ROOF WARRANTY.
6. CONTRACTOR SHALL RUN ALL CABLES FROM ROOF EQUIPMENT DOWN INTO FIRST FLOOR CEILING. REFER TO STRUCTURAL DRAWINGS FOR ROOF PENETRATION INTO FIRST FLOOR CEILING.



01 PROPOSED ELECTRICAL ROOF PLAN

-	11-13-21	ISSUED FOR BID	
REV	DATE	DESCRIPTION	

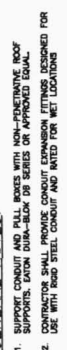


**LFG**  
LANDMARK  
FACILITIES  
CORPORATION

ARDE FAIRFIELD HIGH SCHOOL  
FAIRFIELD, CT

ELECTRICAL PLAN  
R006

NAME	JOB NUMBER	STANDARD NUMBER
		E-101



FILE NO.	AD NUMBER	REPORT NUMBER
100-100000	100-100000	E-102

# LIGHTING PROTECTION SYSTEM NOTES:

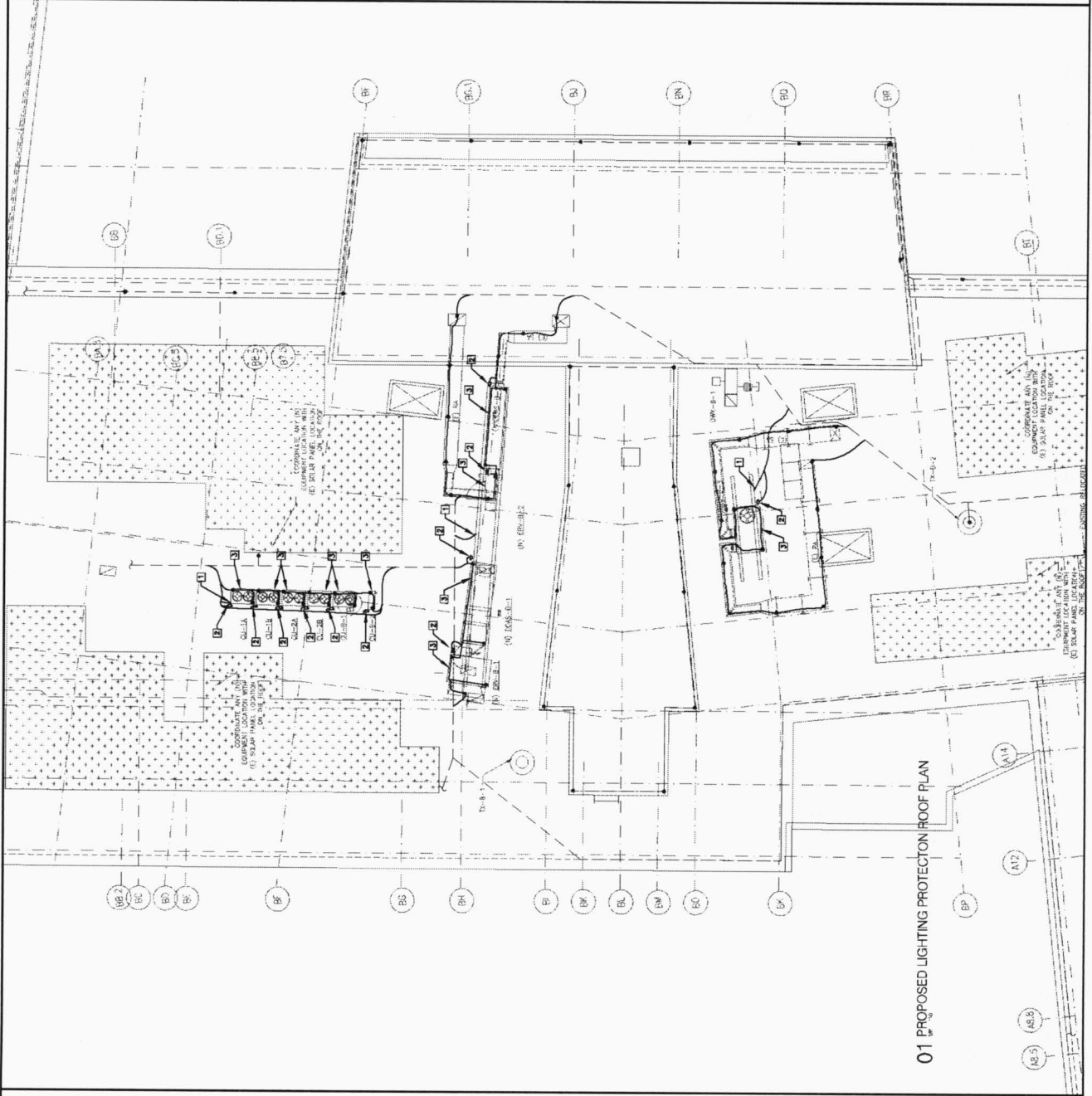
1. DRAWINGS ARE DIAGNOSTIC, DO NOT SCALE.
2. CONTRACTOR SHALL REMOVE EXISTING LIGHTING PROTECTION SYSTEM TO FACILITATE THE INSTALLATION OF NEW MECHANICAL EQUIPMENT.
3. CONTRACTOR SHALL PROVIDE ALL NEW CABLE, FASTENERS, AND AIR TERMINALS.
4. EACH NEW PIECE OF EQUIPMENT SHALL BE PROVIDED TWO AIR TERMINALS ON OPPOSITE ENDS.
5. ELECTRICAL SHALL HAVE CABLE RUN ON PERIMETER WITH AIR TERMINALS EVERY 6'.
6. NEW PIECE OF EQUIPMENT SHALL BE BOLDED TO LIGHTING PROTECTION SYSTEM. NEW DOWNWALK SHALL BE INSTALLED AND BOLDED TO LIGHTING PROTECTION SYSTEM. NEW DISCONNECT SWITCHES SHALL BE BOLDED TO LIGHTING PROTECTION SYSTEM.

## CODED NOTES:

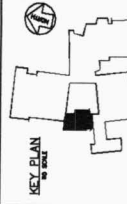
1. CONTRACTOR SHALL BOND TO DRAINAGE
2. CONTRACTOR SHALL BOND TO DISCONNECT
3. CONTRACTOR SHALL BOND TO EQUIPMENT

## LEGEND:

- AIR TERMINAL
- NEW (BOLD LINE)
- EXISTING (LIGHT LINE)



O1 PROPOSED LIGHTING PROTECTION ROOF PLAN



**LFG**  
LANDMARK FACILITIES GROUP, INC.  
200 EAST AVENUE  
FAIRFIELD, CT 06424  
(203) 254-4428  
(203) 254-4428 FAX

WARDE FAIRFIELD HIGH SCHOOL  
FAIRFIELD, CT

PROJECT NO. 100-100-100  
DATE 10/1/00  
DRAWN BY 100-100-100  
CHECKED BY 100-100-100  
APPROVED BY 100-100-100

PROJECT NAME  
PROJECT LOCATION  
PROJECT NUMBER  
PROJECT DATE  
PROJECT DRAWN BY  
PROJECT CHECKED BY  
PROJECT APPROVED BY  
PROJECT SCALE  
PROJECT SHEET NO.  
PROJECT TOTAL SHEETS

REV	DATE	DESCRIPTION
-	11-13-01	ISSUED FOR BID

PROJECT NAME  
PROJECT LOCATION  
PROJECT NUMBER  
PROJECT DATE  
PROJECT DRAWN BY  
PROJECT CHECKED BY  
PROJECT APPROVED BY  
PROJECT SCALE  
PROJECT SHEET NO.  
PROJECT TOTAL SHEETS

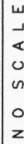
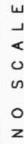
## ELECTRICAL SPECIFICATIONS

[illegible]

ITEM NO.	DESCRIPTION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED	REVISION	REMARKS	UNIT	QTY	PRICE	TOTAL	AMOUNT	DATE	BY	CHECKED	APPROVED
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[illegible][illegible][illegible]

	WAS REINSTALLED OR APPLIANCE PAINT	INTERESTING CAPACITY ZEPHYRUS	5.	USED SHALL BE MANAGED BY ALEMANA, OR OWNED-SUBMITTANT ON OTHER APPLIANCE.



### PIPING AND MATERIALS SCHEDULE

### SPRINKLER LEGEND

SPRINKLER PIPE SIZING

1. BRANCH PIPE SIZING AS FOLLOWS:

--	--	--



25.5 Tenth Avenue

WARDE FAIRFIELD HIGH SCHOOL

APPROVED BY	DATE
SOLD	

## FIRE PROTECTION

Inventory Number	System for	Spec. File

ALL RIGHTS	JOHN HENNINGSEN	CHRISTIAN BLUMBERG
1000 N. 10TH	.	HP-1112





Consulting Engineers, P.C.  
358 BOSTON POST ROAD  
POST OFFICE BOX 802  
OLD SAYBROOK  
CONNECTICUT 06475  
PHONE: 860 388 1224  
NORBENCINERS.COM

[illegible]

NOTES:

FAIRFIELD WARDE  
HIGH SCHOOL

755 MELVILLE AVE  
FAIRFIELD, CT

ROOF PLAN, NOTES,  
AND DETAILS

DATE	08/10/2014
PROJECT NUMBER	21725
DATE	11/17/21
REASON FOR	RT
RECEIVED BY	

**\$1.0**

## GENERAL

4. THE CONTRACTOR SHALL HAVE ALL DIMENSIONS AND DETAILS CHECKED TO INSURE THE STABILITY, SAFETY AND ADEQUATE PERFORMANCE OF THE BUILDING AND ITS VARIOUS COMPONENTS THROUGHOUT CONSTRUCTION.
5. DIMENSIONS AND DETAILS SHALL BE CHECKED AGAINST THE ARCHITECTURAL DRAWINGS.
6. THE CONTRACTOR SHALL WEIGH AND SIGNATURE ALL THE JOBS FOR MATERIALS, AND MAKE SURE ALL MATERIALS ARE OF THE BEST QUALITY. THE CONTRACTOR SHALL NOT SPECIFICALLY SHOW SHALL BE APPROVED BY THE ARCHITECT AND ENGINEER.
7. FOR REMOVING AND ACCEPTING, THE CONTRACTOR SHALL VIEW ALL DIMENSIONS AND ERECTING CONDITIONS AND NOTIFY THE STRUCTURAL ENGINEER OF ANY DIMENSIONS PRIOR TO PERFORMING WORK.
8. DIMENSIONS SHOWN ON THE STRUCTURAL DRAWINGS ARE GENERALLY OBTAINED FROM THE DIMENSIONS LAYOUT OF BUILDING CONDITIONS. OTHER ITEMS MAY BE MADE USING THE DIMENSIONS LAYOUT OF BUILDING CONDITIONS. THE CONTRACTOR SHALL CHECK THESE DRAWINGS WITH THE ARCHITECTURAL DRAWINGS AND REPORTED CLARIFICATIONS FROM THE ARCHITECT REGARDING ANY ERRORS, INCONSISTENCIES, OR OMISSIONS.
9. DO NOT SCALE DRAWINGS TO OBTAIN INFORMATION.
10. FOR ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR WATERGAUAPPING AND

## STEEL

- ALL STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING UNLESS NOTED OTHERWISE ON THE DRAWINGS:

- |                                                                                                                      |    |
|----------------------------------------------------------------------------------------------------------------------|----|
| ROLLED WIDE FLANGE SECTIONS                                                                                          | A3 |
| ALL OTHER ROLLED SECTIONS                                                                                            | A3 |
| TUBULAR SECTIONS                                                                                                     | A3 |
| PIPE SECTIONS                                                                                                        | A3 |
| ANCHOR RODS                                                                                                          | A3 |
| NOMENT FRAME CONNECTION PLATES                                                                                       | A3 |
| MISC. PLATES AND CONNECTION MATERIALS                                                                                | A3 |
| STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED AND BRICETED IN ACCORDANCE WITH THE AISC SPECIFICATION FOR STRUCTURAL |    |

- GRAVITY CONNECTIONS: CONNECTIONS NOT OTHERWISE DETAILED SHALL BE DOUBLE-ANGLE FRAMED CONNECTIONS OR BEATED CONNECTIONS WITH TOP CLIP ANGLE STEEL. ALL BEAT TO COLUMN CONNECTIONS ARE TO BE MADE WITH HIGH STRENGTH BOLTS. GRAVITY CONNECTIONS ARE TO BE MADE WITH THE STRONGEST OF THE MATERIALS ALLOWED. TOP GIRLS: GIRL CAPACITY (FOR COMPOSITE BEAM) UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- WIND/SEISMIC CONNECTIONS: LATERAL LOAD CONNECTIONS INDICATED ON THE DRAWING ARE IN ADDITION TO THE GRAVITY

5. ALL HIGH STRENGTH BOLTS SHALL CONFORM TO THE CURRENT SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS AS ENCLOSED BY ABC. ALL BEAM TO COLUMN CONNECTIONS SHALL BE MADE WITH HIGH STRENGTH BOLTS AND SHALL BE FULLY TENSIONED. ALL OTHER HIGH STRENGTH BOLTED CONNECTIONS MAY BE SNUG TIGHT UNLESS NOTED AS SLP CRITICAL ON DRAWING.

5. THE STRUCTURAL STEEL FABRICATOR SHALL SUBMIT CALCULATIONS FOR EACH TYPE OF CONNECTION UTILIZED ON THE PROJECT. CONNECTIONS SPECIFICALLY DETAILED ON STRUCTURAL DRAWINGS

7. CALCULATIONS SHALL BE PREPARED BY A REGISTERED  
ARE EXCLUDED FROM THIS REQUIREMENT.

- PROFESSIONAL ENGINEER, CONNECTIONS INCLUDE, BUT ARE NOT LIMITED TO, GRAVITY FRAME CONNECTIONS, MOMENT CONNECTIONS, AND BRACED FRAMING CONNECTIONS.

- UNLESS SPECIFICALLY NOTED, STEEL DETAILS SHOWN ON THE DRAWINGS ARE FOR CONCEPT ONLY AND DO NOT INDICATE THE REQUIRED NUMBER OF BOLTS, SIZE OF WELD, ETC.

- ALL WELDING SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICAN WELDING SOCIETY (AWS) STRUCTURAL WELDING CODE,\*  
SPEC. 11.5, LATEST EDITION, 1987, 2002 & ALL SUBSEQUENT EDITIONS.

- ALL STEEL DECK SHALL BE DETAILER, ERECTED AND FASTENED IN  
STEEL DECK, LATEST EDITION, SEE E7000 ELECTRODES UNLESS  
NOTED OTHERWISE.

- ACCORDANCE WITH THE MANUFACTURER'S SUGGESTED SPECIFICATIONS AND THE CURRENT STEEL DECK INSTITUTE SPECIFICATIONS.

11. PROVIDE ALL PLATES, CLIP ANGLES, CLOSURE PIECES, STRAP ANCHORS, MISCELLANEOUS PIECES, AND HOLES REQUIRED TO COMPLETE THE STRUCTURE.

2. STEEL JOISTS AND BRIDGING SHALL BE DESIGNED, FABRICATED, AND ERECTED IN ACCORDANCE WITH STEEL JOIST INSTITUTE, S.A.

1. STEEL JOINTS AND BRIDGING SHALL BE DESIGNED FOR A MIN NET SPECIFICATIONS.

4. ALL STEEL EXPOSED TO WEATHER, INCLUDING LINTELS IN EXTERIOR WALLS, IS SHUTTLICK STEEL, INC. (LSS) LINTELS (L.S.M.).

- WOMEN SHOULD BE FIRST OF ALL HUMAN BEINGS,

- 

- 

① ROOF  
1/4" = 1'-0"



February 23, 2022

Hugh Hayward

Principal Engineer – Division of Highway Design – Local Roads

Connecticut Department of Transportation

2800 Berlin Turnpike

Newington, CT 06131

Dear Mr. Hayward,

On behalf of the Town of Fairfield, I am writing to request the addition of a right-of-way phase and funds for LOTCIP project L050-0002, the replacement of the Fairfield/Bridgeport Commerce Drive and State Street extension bridge (04225).

Due to the location of two car dealerships and repair shops on both sides of the bridge, permanent and temporary easements are necessary for this project to proceed. Temporary easements are required as construction will displace parked vehicles at both locations – a cost that the Town is not sure of. The Town anticipates that claims of lost business, relocating displaced vehicles and the need for additional paving may be costs associated with the temporary easement.

The following are the owners and properties that the Town has identified for temporary or permanent easements:

- 26 Commerce Drive Associates (Devan Infiniti Dealership): 26 Commerce Drive, Fairfield
- 65 Commerce Drive LLC (same owners as above; original owner was Arganese): 65 Commerce Drive, Fairfield
- One Commerce Drive (Jaguar/Land Rover Fairfield): 1 Commerce Drive, Fairfield
- DERI (Jaguar/Land Rover Fairfield - leases from DERI): 2170 Commerce Drive, Bridgeport

Therefore, we request that a Commitment to Fund letter be provided to the Town of Fairfield for an amount of \$200,000 to cover fees associated with the ROW process and permanent and temporary easements. The requested amount is based on costs associated with the recently completed Kings Highway project (L050-0001/hybrid federal). The following costs are from 2017 and have been adjusted for 4% annual inflation (with the exception of the easement estimate):

Bridgeport + Easton + Fairfield + Monroe + Stratford + Trumbull

1000 Lafayette Boulevard, Suite 925, Bridgeport, CT 06604 • 203-366-5405 • [info@ctmetro.org](mailto:info@ctmetro.org)

Item	Unit - 2017	Qty	Total	Inflation*
Title Search	\$350	4	\$1,400	\$1,736
Appraisals - Temporary Easements	\$3,000	4	\$12,000	\$14,880
Appraisals - Permanent Easements	\$2,000	4	\$8,000	\$9,920
Attorney/Legal Fees	\$1,500	8	\$12,000	\$14,880
Filing Fees	\$200	1	\$200	\$248
Estimated Easement Payout (all)**	\$150,000	1	\$150,000	\$150,000
			<b>TOTAL</b>	<b>\$191,664</b>

*\*4% annually 2017-2022*

*\*\*Inflation not included in easement estimate*

Please contact me with any questions.

Regards,

Matt Fulda  
Executive Director

**Commerce Drive/State St. Bridge – (New) Grant offered by MetroCOG and DOT for Right of Way Process for the bridge project. Additional authorization to receive reimbursable grant for \$ 200,000 for the Right of Way process- 100% costs covered by LOTCIP grant. Original \$3,059,433 total bridge project (design and Construction) already approved.**

---

1. **Background** – Commerce Drive/State St. is an east/west arterial/collector road which serves as a local route and an alternate route for I-95 from the Grasmere/Metro Center neighborhoods into the City of Bridgeport. The bridge crossing over the Ash Creek which was constructed in 1929. The bridge # 04225 is approximately 52' in width, has a 40 ft roadway width and includes a pedestrian sidewalk. The bridge is a total of 47' in length, supported by concrete abutments on both ends. The design of the bridge plans are near completion awaiting environmental permits. Temporary construction and permanent easements are required for the project as determined by final design plans and meetings with utilities.
2. **Purpose and Justification** – The purpose of the request is to complete the Right of Way process to finalize the project and replace the bridge. It is a necessary step for the bridge project.
3. **Detailed Description of Proposal** – This proposal includes all right of way phases of the project including title searches, appraisals, payments for temporary construction easements AND permanent easements on abutting properties and adhering to LOTCIP procedures to ensure funding. Note Record "survey" maps were included in the design process.
4. **Reliability of Cost Estimate** – Based on recent bridge and transportation projects, on a scale of 0 to 10 the reliability of the estimate is 9 based on past right of way payments and agreements.
5. **Increased Efficiency or Productivity** – Allow the public and commerce safe and efficient access to and from their homes, businesses and destination points.
6. **Additional Long Range Costs** – None. Once payments, services and project are complete, the right of way process is finished.
7. **Additional Use or Demand on Existing Facilities** – None. If For some reason amount goes over PAL limit, the Town will have to seek additional funding through the same grant process. Preliminary estimates show the PAL amount to contain contingency.
8. **Alternatives to this Request** – Basically none. Town could seek eminent domain but would most likely have to pay all acquisition and legal costs. Paraphrasing the inspection report, "Failure to repair or replace bridge may result in State charging Municipalities for extra inspections, now that this bridge is on an annual inspection cycle". Also note that delaying of the project will most likely void grant funding or result in additional costs as grant is currently capped.
9. **Safety and Loss Control** –None for Town. Utilities require access to their lines.
10. **Environmental Considerations** –None- All environmental permits were part of design.
11. **Insurance** – The selected consultant(s) will be required to carry the necessary insurance prescribed by the Purchasing Department.
12. **Financing** – 100% reimbursable grant. Town can utilize contingency for each right of way phase and submit get reimbursements for each phase. Original text from 14 points (2017)

"Right of Way costs, if any, unknown.

Anticipated Final Cost to Town= \$ 742,000+ ROW (if applicable)

Right of way costs may be covered if approved by Council of Governments (MetroCOG)

Anticipated Cost to Town = \$ 150,000+ ROW (if applicable)"

THIS Project Authorization Letter will reimburse Town the right of way costs up to \$ 200K.

13. **Other Considerations:** None.

**Other Approvals:**

Board of Selectman	-	Mar 2022
Board of Finance	-	Apr 2022
RTM	-	Apr 2022

Fairfield Water Pollution Control Micro Grid project

Project cost \$120,000

\$92,000 for change order

\$19,000 for interconnection to photovoltaic equipment

\$9,000 for Fuel Cell Interconnect

Town Share – NONE

1. BACKGROUND – The Water Pollution Control Facility Micro Grid project which was designed in 2015 to allow the Facility to operate during Emergency/Storm conditions on generator power without the need of fuel deliveries from an outside source. The initial project cost of \$2.813 million was funded by a CDBG-DR grant issued by the U.S Department of Housing and Urban Development, of which \$1.8 million has been paid, the remaining still pending.
2. PURPOSE – To install an adequate sized natural gas generator, conduit, wiring, controls and programing to maintain facility process.
3. DESCRIPTION OF PROPOSAL – To complete the work that is needed to incorporate the original designed Micro Grid with the added buildings, Fire Training, Conservation garage, Dog pound and fuel Cell that were not part of the original plan. In addition, the three buildings have Photo Voltaic panels installed; each of the buildings need fused interconnects to be installed to be compliant with the National Electric Code.
4. RELIABILITY OF COST ESTIMATE – 10 out of 10, work quoted and pricing will be held until May 8, 2022.
5. INCREASED EFFICENCY AND PRODUCTIVITY – The project will be complete with everything properly connected for the controls to operate safely, allow the plant to maintain process and offer protection to UI and its workers.
6. ADDITIONAL LONG RANGE COSTS – Maintenance of the system will be bore by the WPCA.
7. ADDITIONAL USE OR DEMAND – Will only be operational during high impact weather events and flooding.
8. ALTERNATES TO THIS REQUEST – None feasible.
9. SAFETY – All work is to comply with the National Electric Code, and will ensure added components outside of original design to be up to code.
10. ENVIRONMENTAL CONSIDERATIONS – All trenching has been completed prior to this work and was tested for contamination and disposed of properly.
11. INSURANCE – Contractors carry the necessary insurance as required by the Town.
12. FINANCING – This portion is being funded through the WPCA fund balance.
13. OTHER CONSIDERATIONS – None
14. OTHER APPROVALS – Board of Selectman – March 21, 2022  
Board of Finance – Pending  
RTM - Pending

## Bodie, John

---

**From:** Pulie, Laura  
**Sent:** Thursday, December 9, 2021 8:43 AM  
**To:** Bodie, John  
**Subject:** FW: Schneider Change Order TOF Microgrid

Hi John,

We should talk about this additional fee that I thought would be covered with the overcharge of \$118,000. I was wrong. They had credited it back to us back in 2020, but it is still part of original cost of project.

They had submitted a change order for \$235,000 and Bill Norton got \$144,000 of it approved because I had thought we had a credit of \$118,000 which we did not end up having.

So question is, could you cover the \$91,000 for the remainder of this change order.

Thank you.

Laura

**From:** Jeffrey Hager <Jeffrey.Hager@se.com>  
**Sent:** Wednesday, December 8, 2021 3:22 PM  
**To:** Pulie, Laura <LPulie@fairfieldct.org>  
**Subject:** RE: Schneider Change Order TOF Microgrid

Laura,

As discussed, the change order needed for Yankee Elec for the re mobilization, parts/labor increases was \$235K.

Your PO update was only for \$144,388.43 (**\$91,166.57 missing**). I think you stated that you had requested the full \$235k and it was approved.

You mentioned an overdue payment with Dale of \$118K but that was credited back in Feb 2020. This is also a different type of issue because that is an over payment and not the overall job price total anyway.

I did not book the \$144K yet as a partial booking. I was waiting on the full amount in the PO increase. Can we get the PO update for the full \$235K so I can issue that to Yankee elec? Or if easier, you can keep the \$144K and add the \$91K as a new one. Either way I need this \$235K total first before we address the other separate issues.

Best regards,

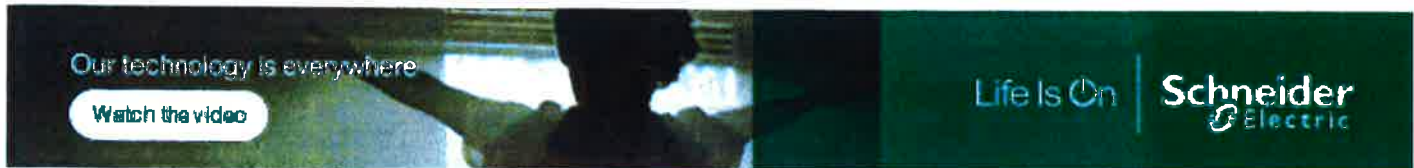
Jeff Hager

### Jeff Hager, PMP

Project Manager  
Digital Power  
North America Operations  
Schneider Electric

D 1+ 404-630-9138  
M 1+404-630-9138  
E [jeffrey.hager@se.com](mailto:jeffrey.hager@se.com)  
Customer Care 615-287-3400

6700 Tower Circle Suite 700.  
Franklin, TN 37067  
United States



# YANKEE ELECTRIC

Mr. Jeffery Hager  
Schneider Electric  
6700 Tower Circle Suite 700  
Franklin, TN 37067

September 16, 2021

Revised 12.7.2021

Re: Town of Fairfield  
MicroGrid  
Added Safety Switches

Dear Mr. Hager,

These changes were initiated by the owner / architect / builder at various job meetings, by fax or phone or verbally. These items were not specified on the bid plans and therefore not included in the original quotation and /or contract.

The following is our scope of work related to the adding of fused safety switches at three locations to be in compliance with the National Electric Code with regard to solar interconnects. The following buildings are included:

1. Connecticut Fire Training, 800 amp, 3-phase, materials and labor.....\$ 8,050.00
2. Animal Control Facility, 400 amp, 3-phase, materials and labor.....\$ 5,750.00
3. Conservation Workshop Building, 200 amp, 3-phase, materials and labor.....\$ 5,175.00
4. Labor to install

**Total all Locations..... \$ 18,975.00**

Notes:

1. Sales tax is not included.
2. Installation is as per the one line Schneider Electric drawing dated 5-6-2021

Sincerely,  
Yankee Electric Construction Co Inc

**Ray Barry**

Ray Barry E1-103043, NY- 1500  
President

Accepted:  
Date:

YANKEE ELECTRIC CONSTRUCTION CO INC  
150 CARTER HENRY DRIVE, FAIRFIELD, CT 06824  
P-203-259-5499 F-203-259-4278 CT LIC# 103043,103265

**From:** Ray Barry  
**To:** William Sawyer  
**Cc:** cbarry@yankeeelectric.com; bbosco@yankeeelectric.com  
**Subject:** Town of Fairfield Waste Water  
**Date:** Thursday, February 3, 2022 4:49:35 PM

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[External email: Use caution with links and attachments]

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Dale,

We have looked at adding a fiber link to the Direct Transfer Trip unit at the fuel cell. The following work would be involved:

- Saw cutting existing pavement 15 feet and remove
- Excavate a new trench to the side of the building
- Cut and remove the concrete encasement around the existing in ground box
- Install anew one inch conduit underground, up to a box and then to the existing Scada panel
- Install concrete over the conduit in the trench
- Back fill and replace pavement
- Install this section of fiber cable, add one fiber terminal box and terminate the fiber

Total cost labor and materials.....\$ 6,385.00

Regards,  
Ray

Ray Barry  
Yankee Electric Construction Co. Inc  
P 203-259-5499  
F 203-259-4278  
C 203-543-7980  
Em rbarry@YankeeElectric.com  
CT 103043, NY 1500

plus  
Schneider  
Mark up  
of  
80%

## Fairfield Water Pollution Control Facility Compost Agitator Replacement

Project Cost - \$540,000

Town Share – None

1. BACKGROUND – The town has been processing its sludge through an onsite composting system since 1989. This allows us to be partially self-sufficient in our sludge processing, in addition we utilize yard waste (brush, tree debris) that is brought to the Town's brush recycling facility, currently operated by We Care Denali. It is supplied to us at no cost to the Town and is a required amendment needed for proper composting
2. PURPOSE – To replace the existing Agitator that is 16 years old and at the end of its useful life.
3. DESCRIPTION OF PROPSAL – Construct and deliver a new Agitator that is superior in design, construction and technology than is currently being used. Drawing and descriptions have been included.
4. RELIABILITY OF COST ESTIMATE – On a scale of 1 to 10, reliability is an eight. Manufacturer has been keeping ahead of supply issues and is confident that materials are already on site.
5. INCREASED EFFICIENCY AND PRODUCTIVITY - Efficiency and productivity will increase due to the technological advances in design and controls.
6. ADDITIONAL LONG RANGE COSTS – Maintenance will be bore by the WPCA.
7. ADDITIONAL USE OR DEMAND – Machine will continue to be utilized in the same manner as the current agitator. I believe electrical demand will be less than current consumption.
8. ALTERNATES TO THIS REQUEST - Would require hauling our sludge to an incinerator as a liquid or a partially dried sludge (CAKE). Cake disposal is currently not an option as there is no available space at any of the three in state. Hauling liquid would cost an estimated one million dollars a year for disposal, supporting documentation attached.
9. SAFETY AND LOSS CONTROL – None
10. ENVIROMENTAL CONSIDERATIONS – None
11. INSURANCE – Not insured
12. FINANCING – The replacement machine cost will be funded from the WPCA fund balance.
13. OTHER CONSIDERATIONS – None
14. OTHER APPROVALS – Board of Selectman – March 21, 2022  
Board of Finance – March 31, 2022  
RTM - Pending

The WPCA approved \$540,000 dollars for a new Compost Agitator. The system was originally supplied with two machines in 1989 and were replaced by a single unit at the end of 2005 (16 years old). We are now in need of a replacement machine as the current one is at the end of its useful life (@16 years). We were hoping to get it replaced during the plant upgrade, but that is still at least 3-4 years at best, hence the reason its replacement was not addressed using our yearly Capital project account. The lead-time for a new machine is 48 weeks, and the issues the machine has been having is troublesome and increasing. The alternative to Composting is to haul dewatered sludge to an incinerator. I talked to Pat Rimkoski at Synagro, who is the broker for sludge incineration, she has told me that there is not an operating incinerator that could accommodate us long term, if at all.

If the Agitator were to become inoperable due to catastrophic failure, I have attached a cost estimate if we were to haul our sludge in two forms for one full year. Subject to change, as fuel prices are increasing, as well as operating costs at the facilities that process the sludge.

### Liquid sludge hauling estimated cost.

Average price paid from 2021 study is \$0.11 per gallon

We would need to truck 30,000 gallons per day, multiplied by six days a week equals 180,000 gallons a week. Multiplied by 52 weeks a year would be 9,360,000 gallons a year.

$9,360,000 / 6,200 \text{ gal per tanker} = 1511 \text{ tankers per year.}$

$9,360,000 \times \$0.11 = \$1,029,600 \text{ per year}$

### Sludge cake hauling estimated cost.

Best guess cost per wet ton is \$125.00

We produce 15 wet tons per eight-hour day, multiplied by 6 days a week equals 90 wet tons. 90 tons multiplied by 52 weeks would equal 4,680 wet tons a year.

$4,680 \text{ tons} \times \$125.00 = \$585,000 \text{ per year}$

At the present time, there is no room at any incinerator in the state that would be able to accommodate our needs. If there were room at one, we would need to send them 19% solids. In order to meet those criteria, we would need to run our dewatering operation slower, increasing time run per day. We would then run into added costs for overtime.

Liquid Sludge Hauling & Disposal Survey 2021					
Facility	Contact	e-mail	Vendor	cost	Comments
New Canaan	Jim Rogers	<a href="mailto:james.rogers@newcanaa.nct.gov">james.rogers@newcanaa.nct.gov</a>	Synagro	.1134 /gal	6100 gals/load @ 6% solids
Glastonbury	Chuck Bohaboy	<a href="mailto:chuck.bohaboy@glastonbury-ct.gov">chuck.bohaboy@glastonbury-ct.gov</a>	Wastewater Services Inc. 1997 Bedford Street Bridgewater , MA 02324	0.9967/gal	6500gals/load 5% to 7.9% Price change below 5% or more than the 7.9%
Westport	Manny Furtado	<a href="mailto:mfurtado@westport.gov">mfurtado@westport.gov</a>	J&M Transfer 315 Nooseneck Hill RD. Exeter RI. 02822	.1189/gal	
East Windsor	Art Enderle	<a href="mailto:aenderle@eastwindsorct.com">aenderle@eastwindsorct.com</a>	Synagro	0.1353	6100 gals./load @ 6% solids
Southwindsor	Tony Manfre	<a href="mailto:Anthony.Manfre@southwindsor-ct.gov">Anthony.Manfre@southwindsor-ct.gov</a>	H.I. Stone 313 Main Street N Southbury, CT 06488	.083/gal .092/gal .103/gal	@ 4-4.9% @ 5-5.9% @ 6-6.9%
Stafford	Rick Hartenstein	<a href="mailto:hartenstein@staffordct.org">hartenstein@staffordct.org</a>	See comments	10.3/gal	Plant personnell hauls loads to MDC @ 6% \$280/dry ton to MDC
Fairfield	John Bodie	<a href="mailto:jbodie@fairfieldct.org">jbodie@fairfieldct.org</a>	N/A		Sludge is composted
Stamford	Bill Brink	<a href="mailto:wbrink@stamfordct.gov">wbrink@stamfordct.gov</a>	N/A		N/A requests spreadsheet results
Meriden	Frank Russo	<a href="mailto:frusso@meridentct.gov">frusso@meridentct.gov</a>	N/A		N/A requests spreadsheet results
Norwich	Larry Sullivan	<a href="mailto:larrysullivan@npsmail.com">larrysullivan@npsmail.com</a>	N/A		N/A requests spreadsheet results
Brian Armet		<a href="mailto:barnet45@msn.com">barnet45@msn.com</a>	N/A		N/A requests spreadsheet results



354 State Route 29, Greenwich, New York 12834  
Phone No 518-695-6851  
E-mail: [rich@bdpindustries.com](mailto:rich@bdpindustries.com)

**Date:** January 5, 2022

**To:** Fairfield WPCF  
330 One Rod Highway  
Fairfield, CT 06824

**Attn:** John S Bodie  
Superintendent

**Phone:** 203-256-3140

**Fax:** 203-256-3127

**E-mail :** [jbodie@fairfieldct.org](mailto:jbodie@fairfieldct.org)

**Subject:** Fairfield, CT  
50 HP Narrow Bay Agitator and Dolly  
BDP Quotation #: 010522-0747

John,

BDP is pleased to supply this firm priced quotation for a new Agitator, Dolly and festoon system for the Fairfield Compost Facility. The new agitator and dolly will include all recent design improvements and we have included provisions for providing complete installation except for the manlift and crane requirements at the Fairfield site. Below is a summary description of the proposed scope of supply.

#### **EQUIPMENT DESCRIPTION**

1. One (1) Narrow Bay Agitator with the following design features:
  - a) Designed to fit a bay depth 6 feet – 0 in (Top of Rail) x @ 250 ft long (over pit) with bay walls of 6" wide.
  - b) 50 HP hydraulic power unit.
  - c) 460 Volt/ 60 Hertz/ 3 Phase.
  - d) Hydraulic four wheel drive.
  - e) Hardox™ Conveyor Flights.
  - f) 304L stainless steel conveyor deck.
  - g) 304L stainless steel hardware.
  - h) Conveyor frame with Hardox™ in high wear areas.
  - i) 304L stainless steel drum
  - j) Weld hardened steel drum tine mounts.
  - k) Hydraulically driven cable reel.
  - l) Capacity optimization gate ready if desired in future
  - m) Local Agitator panel
    1. 304L stainless steel,
    2. NEMA 4X
    3. Allen Bradley Compact Logix PLC.
    4. Allen Bradley 6" color Panelview OIT.
    5. Selector switches and buttons.



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Phone No 518-695-6851

E-mail: rich@bdpindustries.com

6. Radio communication with the Dolly panel.

- n) Painted ASTM A36 steel frame.
- o) PVC electrical conduit.
- p) TNEMEC high build epoxy 104 series paint.
- q) New tubular steel conveyor frame design cross members in place of channel steel.
- r) New conveyor shaft idler bearing seal guard.
- s) New dual canister hydraulic oil return filter.
- t) New stainless steel enclosure for housing the valve stack with valves labeled.
- u) New extreme dirt environment cooler for power unit.
- v) New external lighting for improved visibility if servicing unit in bay.
- w) New wheel drive power flow limiters.

See attachment for further details on these new features.

2 One (1) Transfer Dolly with the following design features:

- a) ASTM 500 tubular steel frame.
- b) TNEMEC high build epoxy 104 series paint.
- c) Automatic electrically driven bay changes.
- d) Four-wheel drive.
- e) 304 stainless steel hardware.
- f) Access platforms on both sides of dolly.
- g) Local Dolly panel
  - 1) 304L stainless steel,
  - 2) NEMA 4X
  - 3) Allen Bradley Compact Logix PLC
  - 4) Allen Bradley 10" color Panelview OIT.
  - 5) Radio communication with the Agitator panel.

The Agitator and Dolly will come completely factory-assembled, tested and will be shipped in two pieces. The Dolly catwalks and stairs will be packed separately for installation by BDP staff at Start Up (with assistance of Fairfield Loader)

3. One (1) Festoon Power Supply to Dolly Panel

Complete new system including:

- Dolly festoon system with 60 feet of travel,
- (1) 100 amp feed service for connection to customers original Junction Box Presumed to be located on either the North or South building wall.

The festoon system will carry power wiring only. All communication between the new unit and the AgitaAer facility SCADA system will be now be done via radio with this scope of work. BDP shall be responsible for installing the festoon power cable and trollies and making



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Phone No 518-695-6851  
E-mail: rich@bdpindustries.com

terminations in the feed JB as well as the Dolly panel. All interconnecting wiring, conduit and hardware between from the festoon power feed JB and Motor Control Center (MCC) should be confirmed by Fairfield to be in good working order and properly rated for the 100 amp service. **Fairfield to supply a man-lift for BDP's use for this installation.**

4. One-year mechanical warranty.
5. Operation and Maintenance manuals: One (1) hard copy and one (1) digital copy on thumb drive.
6. Ten (10) days of on-site services for start-up and operator training spread over two trips
7. Freight to the jobsite.

#### **ITEMS NOT INCLUDED IN THIS SCOPE OF SUPPLY**

1. Crane for unloading equipment at the jobsite.
2. Manlift for festoon system installation at jobsite.
3. Applicable taxes of any kind.

#### **SUBMITTAL DATA**

Submittals will be made in the number of copies specified and will be available within 4 to 8 weeks after firm purchase order and all information is received at the factory.

#### **SHIPMENT**

Approximate shipping weight of the unit is 25,000 pounds. Estimated shipping time is 48 weeks after receipt of submittal approval.

#### **FIELD SERVICE**

Installation observation, testing and operator instruction services as listed above will be supplied. Additional service can be supplied at a service rate of \$1,200 per day plus travel expenses.

#### **PRICING**

The price for the above equipment is \$\_\_\_\_\_Dollars. This price includes the shipping cost to the job site. The price does not include unloading cost and applicable taxes of any kind. This estimate will be valid for 1 year from the date of this proposal.



354 State Route 29, Greenwich, New York 12834

Phone No 518-695-6851

E-mail: rich@bdpindustries.com

### **TERMS**

Terms of payment are 30% upon receipt of purchase order, 60% upon shipment of equipment and 10% upon start up.

We appreciate this opportunity to extend our quotation. If we can answer questions or supply additional information, please do not hesitate to contact me at (518)-441-0141.

Sincerely,

Richard Nicoletti  
BDP Industries, Inc.

cc: A.J. Schmidt, BDP Industries, Inc.  
Tim Bezler - Carlsen

**Date:** 4 January 2022

**To:** Fairfield WPCF  
330 One Rod Highway  
Fairfield, CT 06824

**Attn:** John S Bodie  
Superintendent  
Ph: 203-256-3140  
Fax: 203-256-3127  
e-mail : jbodie@fairfieldct.org

**Subject:** Agitator and Dolly Upgrades

John,

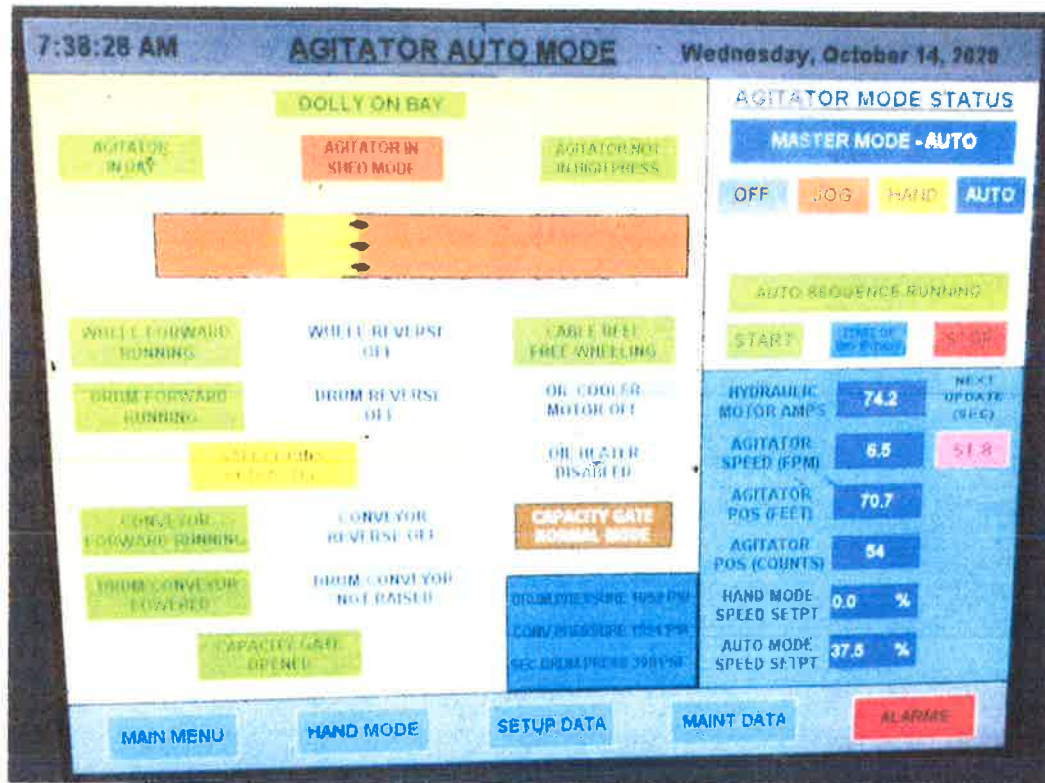
BDP Industries provides the following information detailing upgrades to the agitator and dolly since Fairfield's last machines were purchased in 2006. These upgrades have improved equipment reliability, performance, and ease of operator use.

#### **Controls and Electrical**

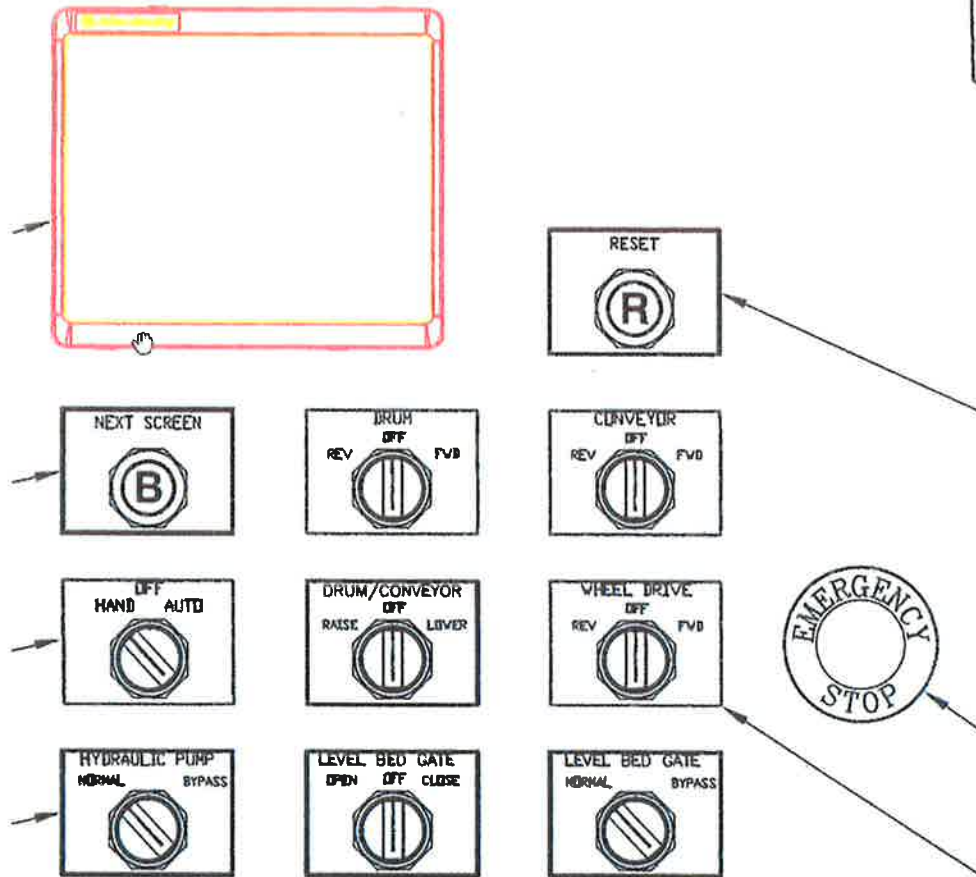
##### **1. AGITATOR CONTROL FROM DOLLY PANEL.**

- a. Dolly panels now have Allen Bradley PanelView 7 touch screen protected by stainless steel housing with window.
- b. Displays important agitator operational information such as pressures, agitator speed/position, and component status.
  - i. Easier identification of scenarios such as jams, spinning agitator wheels.
- c. Agitator can be driven back to dolly from the dolly panel, saving time and limiting staff time out in the bays.





2. UPGRADED AGITATOR AND DOLLY PLCs.
  - a. Upgrade to Allen-Bradley CompactLogix PLCs.
  - b. Improved operational consistency.
  - c. Easier troubleshooting.
3. WIRELESS COMMUNICATIONS BETWEEN AGITATOR AND DOLLY PLCs.
  - a. Allows for agitator control from agitator and dolly panel.
4. CONTROL TRANSFORMER MOVED FROM DOLLY TO AGITATOR PANEL.
  - a. No need to power ARU retrieval cart from agitator panel, which allows for a smaller transformer.
5. AGITATOR PANEL REDESIGN WITH TOUCH SCREEN, SELECTOR SWITCHES AND BUTTONS
  - a. Improves operator friendliness and controls redundancy/reliability

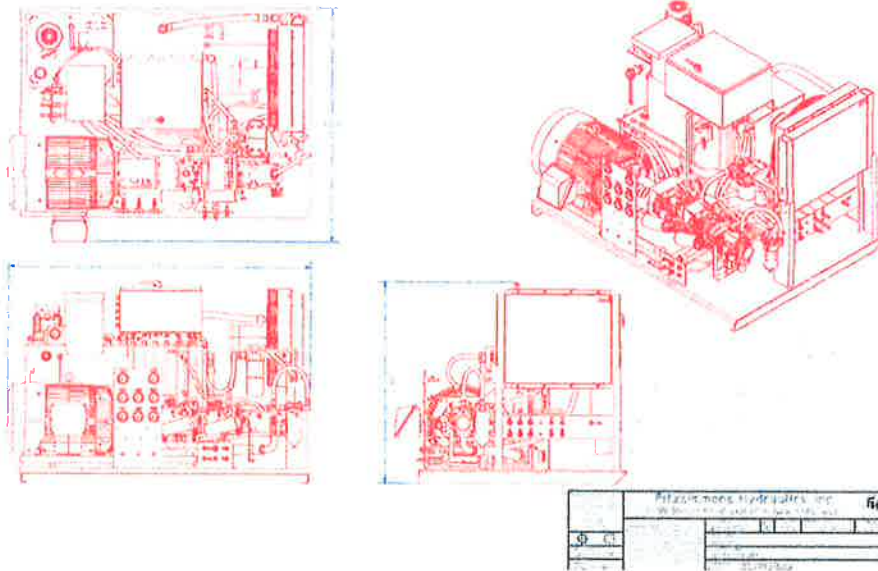


6. DIFFERENT POWER CABLE AND SLIP RING.
  - a. No longer required to supply low voltage to agitator panel due to transformer change.
  - b. 5 conductor instead of 8 conductor slip ring.
7. ADDED LIGHTING.
  - a. Improves observation during operation as well as during maintenance.



## Hydraulics

8. HYDRAULIC RETRIEVAL SYSTEM BUILT INTO POWER UNIT.
  - a. Mounted on agitator in hydraulic tank.
  - b. No longer necessary to wheel out ARU retrieval cart in case of hydraulic system failure.



9. PRESSURE TRANSDUCERS INSTEAD OF PRESSURE SWITCHES ON DRUM, CONVEYOR, SECONDARY DRUM.
  - a. Pressure settings can be observed and adjusted from the dolly panel screen.
  - b. No longer need to adjust pressure settings manually on the agitator with a wrench.

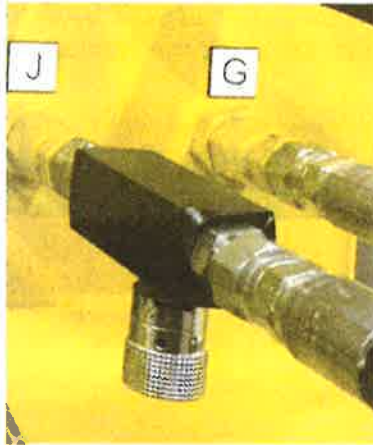


10. DUAL RETURN OIL FILTER CANISTERS
  - a. Improves efficiency of oil cooler
  - b. Reduces build-up inside cooler
  - c. Much easier to access than previous versions located inside oil tank



#### 11. HYDRAULIC OIL FLOW LIMITERS.

- a. Better balances flow to the (4) agitator wheel drives.
- b. Prevents wheels from excessive spinning due to lack of flow to opposite side drives.
- c. Improves agitator speed through wet material.



#### 12. EXTREME DIRT ENVIRONMENT COOLER FOR POWER UNIT

- a. No longer requires air filter
- b. Reversing capability for improved cleaning



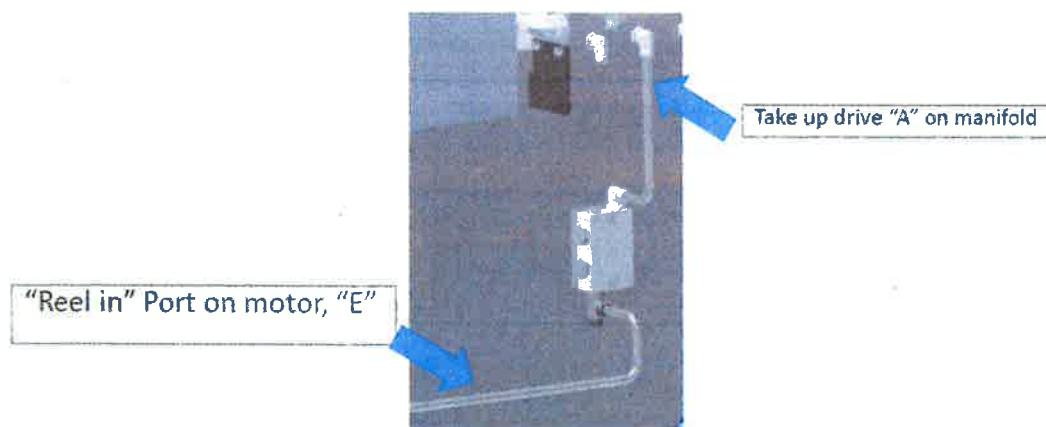
**13. STAINLESS STEEL ENCLOSURE HOUSING FOR VALVE STACKS**

- a. Reduces corrosion on both electrical and mechanical portions of the valve assemblies
- b. All valves labeled to reduce troubleshooting and maintenance time



**14. CABLE REEL UNWIND METHOD UPGRADE.**

- a. Change to pressure relief system instead of flow control.
  - b. Maintains consistent tension during unwinding for lessened strain on power cable and reel for prolonged cable longevity.
- Suggested install similar to this image
  - Does not need to be on the reservoir, can be on bulkhead, motor, etc.



**Mechanical**

**15. INCREASE FROM 10" TO 12" DOLLY WHEELS.**

- a. Improved traction and clearance.
- b. Accommodates shaft mounted gearboxes

**16. DUAL SHAFT MOUNTED DOLLY GEARBOXES.**

- a. Upgrade to Nord gearboxes for dual dolly drive.
- b. Eliminates chain drive.



Please do not hesitate to reach out with any questions about any of the above changes.

Sincerely,

Richard Nicoletti, PE.  
BDP Compost Systems Manager (518)  
441 0141

cc: Socrates Fronhofer, BDP Industries, Inc.  
Jake DeFoe, BDP Industries, Inc.

~~XXXX~~ ~~XXXX~~ ~~XXXX~~

BDP - Expenditures 2017-2022						
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
	\$ 6,200.00	\$ 1,000.00	\$ 1,970.97	\$ 7,797.70	\$ 893.89	\$ 875.29
	\$ 1,956.39	\$ 2,861.31		\$ 1,500.00	\$ 742.26	\$ 1,237.55
	\$ 11,565.76	\$ 12,248.67			\$ 912.49	\$ 6,037.98
	\$ 2,445.00	\$ 36,000.00			\$ 1,924.92	\$ 688.41
	\$ 25,500.00	\$ 2,768.50			\$ 1,116.01	\$ 8,529.61
	\$ 100.00				\$ 7,505.38	\$ 626.66
	\$ 2,400.00				\$ 1,500.00	
	\$ 1,200.00				\$ 2,999.80	
	\$ 1,200.00				\$ 130.42	
Totals	\$ 52,567.15	\$ 54,878.48	\$ 1,970.97	\$ 9,297.70	\$ 17,725.17	\$ 17,995.50

\*\*Lump Sum of last 5 years expenses \$154,434.97

## Racism as a Public Health Crisis

WHEREAS, racism is a social system with multiple dimensions: individual racism that is interpersonal and/or internalized or systemic racism that is institutional or structural, and is a system of structuring opportunity and assigning value based on the social interpretation of how one looks;

WHEREAS race is a social construct with no biological basis;

WHEREAS racism unfairly disadvantages specific individuals and communities, while unfairly giving advantages to other individuals and communities, and saps the strength of the whole society through the waste of human resources;

WHEREAS racism is a root cause of poverty and constricts economic mobility;

WHEREAS racism causes persistent discrimination and disparate outcomes in many areas of life, including housing, education, employment, and criminal justice, and is itself a social determinant of health;

WHEREAS racism and segregation have exacerbated a health divide resulting in people of color in Connecticut bearing a disproportionate burden of illness and mortality including COVID-19 infection and death, heart disease, diabetes, and infant mortality;

WHEREAS Black, Native American, Asian and Latino residents are more likely to experience poor health outcomes as a consequence of inequities in economic stability, education, physical environment, food, and access to health care and these inequities are, themselves, a result of racism;

WHEREAS more than 100 studies have linked racism to worse health outcomes; and

WHEREAS the collective prosperity and wellbeing of Fairfield depends upon equitable access to opportunity for every resident regardless of the color of their skin.

Now, therefore, be it Resolved, That the RTM of Fairfield

- (1) Assert that racism is a public health crisis affecting our town and all of Connecticut;
- (2) Work to progress as an equity and justice-oriented organization, by continuing to identify specific activities to enhance diversity and to ensure antiracism principles across our leadership, staffing and contracting;
- (3) Promote equity through all ordinances, committees, commissions approved by the RTM and enhance educational efforts aimed at understanding, addressing and dismantling racism and how it affects the delivery of human and social services, economic development and public safety;

(4) Improve the quality of the data our town collects and the analysis of that data—it is not enough to assume that an initiative is producing its intended outcome, qualitative and quantitative data should be used to assess inequities in impact and continuously improve;

(5) Continue to advocate locally for relevant policies that improve health in communities of color, and support local, state, regional, and federal initiatives that advance efforts to dismantle systemic racism;

(6) Further work to solidify alliances and partnerships with other organizations that are confronting racism and encourage other local, state, regional, and national entities to recognize racism as a public health crisis;

(7) Support community efforts to amplify issues of racism and engage actively and authentically with communities of color wherever they live; and

(8) Identify clear goals and objectives, including periodic reports to the RTM, to assess progress and capitalize on opportunities to further advance racial equity.