

PROJECT MANUAL

Athletic Facilities Improvements at RHAM High School

***RHAM Regional High School
Hebron, CT***

May 15, 2019



**Regional School District #8
85 Wall Street
Hebron, Connecticut 06248**

Dr. Patricia Law, Superintendent

Eva Gallupe, Business Manager

Michael Schlehofer, Facilities Director

*Regional School District No. 8 is an Affirmative Action/Equal Opportunity Employer.
Minority/Women's business Enterprises are encouraged to apply.*

Prepared by:



300 Winding Brook Drive
Glastonbury, CT 06033

BSC Project No. 83623.05

TABLE OF CONTENTS

**ATHLETIC FACILITIES IMPROVEMENTS AT RHAM HIGH SCHOOL
85 WALL STREET
HEBRON, CONNECTICUT**

May 15, 2019

SPECIFICATIONS

SECTION NO.	SECTION TITLE
----------------	---------------

PROCUREMENT AND CONTRACTING REQUIREMENTS

	INVITATION TO BID
00 2213	INSTRUCTIONS TO BIDDERS (IB-1 – IB-5)
00 4100	BID FORM
00 4513	BIDDER’S STATEMENT OF QUALIFICATIONS CONTRACTOR REFERENCES
00 4519	NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
00 4543	CERTIFICATE AS TO CORPORATE PRINCIPAL AGREEMENT (AIA DOCUMENT A107-2007)
00 6112	PERFORMANCE BOND
00 6113	PAYMENT BOND
00 6519	CONSENT OF SURETY TO FINAL PAYMENT
00 7316	INSURANCE REQUIREMENTS

GENERAL REQUIREMENTS

01 1401	PRESERVATION AND RESTORATION OF SITE FEATURES
01 2000	PRICE AND PAYMENT PROCEDURES
01 2010	MEASUREMENT AND PAYMENT
01 2973	SCHEDULE OF VALUES
01 3100	PROJECT MANAGEMENT AND COORDINATION
01 3120	QUALITY CONTROL
01 3216	CONSTRUCTION SCHEDULE
01 3300	SUBMITTALS PROCEDURES
01 5713	TEMPORARY EROSION AND SEDIMENTATION CONTROLS
01 5714	TEMPORARY DUST CONTROL
01 7113	MOBILIZATION
01 7124	AS-BUILT SURVEY
01 7700	PROJECT CLOSE-OUT

DRAWINGS

T-1.0	TITLE SHEET
L-1.0	SOFTBALL FIELD ACCESSIBILITY PLAN
L-2.0	BASEBALL DUGOUT ACCESSIBILITY PLAN
L-3.0	DETAILS

PROCUREMENT AND CONTRACTING
REQUIREMENTS

INVITATION TO BID

ATHLETIC FACILITIES IMPROVEMENTS AT RHAM HIGH SCHOOL

HEBRON, CONNECTICUT

May 15, 2019

Regional School District No. 8 (RHAM) is seeking competitive bids for the construction of **“ATHLETIC FACILITIES IMPROVEMENTS AT RHAM HIGH SCHOOL”** in Hebron, CT. Scope of work for this project includes earthwork and grading, installation of bituminous pavement, concrete pads, miscellaneous site work, and site restoration.

Beginning on Wednesday May 15, 2019, plans and specifications for **“ATHLETIC FACILITIES IMPROVEMENTS AT RHAM HIGH SCHOOL”** will be available to bidders. Plans and specifications may be viewed and purchased on-line at <http://www.advancedplanroom.com/public.php>, Advanced Reprographics, Plainville, CT. There is a charge for Portable Document Format (.pdf) file sets, paper copies, and shipping. Bidders are responsible for any printing or shipping costs, or pickup at the Advanced Reprographics office and for obtaining all addenda from the Advanced Reprographics website.

A NON-MANDATORY pre-bid site walk-through will be held at the principal's conference room at RHAM high school, 85 Wall Street, Hebron, Connecticut on Friday, **May 22, 2019 at 10:00 a.m.** All prospective bidders are encouraged to attend. As a secure school campus Bidders are asked NOT to visit the site unescorted while school is in session. Contact Regional School District No. 8 to make arrangements to visit the site.

Sealed Bids for **“ATHLETIC FACILITIES IMPROVEMENTS AT RHAM HIGH SCHOOL”** may be mailed or delivered in person to: Dr. Patricia Law in the Central Office for Regional School District No. 8 at 85 Wall Street, Hebron, CT 06248 until **2:00 pm on June 19, 2019**. Bid opening shall be a closed bid opening. Bid Results will be posted on the on-line plan service website for review within 24 hours of due date. Emailed or faxed bids will not be accepted. To obtain or review bids refer to the bidding instructions included with the specifications.

Regional School District No. 8 reserves the right to reject any or all Bids, or to accept any Bid, should The School District deem it to be in its best interest. No bidder may withdraw his Bid within 60 days after the actual date of the opening thereof.

Any questions regarding the proposed work should be addressed, in writing by e-mail to: Jesse Harris, PLA, BSC Group, jharris@bscgroup.com. Questions will not be considered past 5:00 pm on June 12, 2019 and responses will be posted via addendum no later than 5:00 pm on June 14, 2019.

Eva Gallupe
Business Manager
Regional School District No. 8
85 Wall Street Hebron, CT 06248
(860) 228-2115 x 4
eva.gallupe@rhamschools.org

INSTRUCTIONS TO BIDDERS

**ATHLETIC FACILITIES IMPROVEMENTS AT RHAM HIGH SCHOOL
REGIONAL SCHOOL DISTRICT #8**

INTRODUCTION:

Regional School District No. 8 (hereinafter Region 8) provides middle and high school education for the towns of Hebron, Andover and Marlborough, Connecticut. The two schools are co-located on the same campus and serve a student body of approximately 1,200 students in grades 6-12.

Region 8 is soliciting competitive bids for: Athletic Facilities Improvements at RHAM High School which includes improvements at the varsity baseball field and varsity softball field, generally comprised of construction of handicapped parking, bituminous pavement walkways, bituminous concrete driveway, concrete pads, miscellaneous site work, and site restoration.

All Bidders shall observe the following instructions:

1. PROPOSAL COMPLIANCE

Bids shall be submitted on the enclosed forms. Incomplete forms may be cause for disqualification of the bid. Authorized Representative/Agent of the vendor must sign bids. **Please submit two (2) copies of completed bid forms and all attachments**

Regional 8 shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive.

2. BID RETURN ENVELOPE

All bids shall be mailed or hand delivered to the Central Office, Dr. Patricia Law, Regional School District No. 8, 85 Wall Street, Hebron, CT 06248 in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words "BID DOCUMENTS, ATHLETIC FACILITIES IMPROVEMENTS".

Please clearly mark your envelope with the bid title and opening date as to prevent opening of a sealed bid prior to the opening date. Proposals submitted in unmarked envelopes which are opened by the District in its normal course of business, will not be accepted. If time permits, the proposals will be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.

3. BID PROPOSAL/PRICE

Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled in ink or typewritten in both words and figures. Bid prices shall include all labor, materials, equipment, and incidentals necessary to complete the work in accordance with the contract documents or these specifications and instructions.

Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

4. PROJECT SCHEDULE:

Bid Documents Available:	May 15, 2019
Non-Mandatory Pre-Bid Meeting:	May 22, 2019 at 10:00 a.m.
Deadline for Questions:	June 12, 2019
Last Addenda Issued:	June 14, 2019 by 5:00 pm
Bid Due Date and Opening	June 19, 2019 at 2:00 pm.
(bid opening will not be public)	

Contract Time: Construction shall be substantially completed by **October 1, 2019** (date of Substantial Completion) and completed and accepted no later than **November 1, 2019**.

Hours of work shall be between 7:00 a.m and 2:30 p.m. weekdays. Contractor shall limit delivery of materials during the hours of 7:00-7:45 am and 1:45-2:15 p.m. to prevent conflicts with school drop-off and pickup. Work on weekends must be pre-approved. Deviations from these hours must be previously approved by Region 8 in writing.

5. SALES TAX

Region 8 is exempt from State and Federal taxes. The Bidder shall familiarize himself with current regulations of the State and Federal Tax Departments. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Owner will furnish the successful Bidder a sales tax exemption number.

6. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or in writing (letter form or faxed) by the bidder in time for delivery in the normal course of business prior to the time fixed for bid due date. Once bids are accepted the prices shall remain firm for sixty (60) days after the bid opening.

7. RIGHT OF REJECTION

Region 8 may reject or accept any and all bids in whole or in part or to waive any informality in bids received if in their opinion, it is in the best interest of Region 8 to do so. Region 8 shall be the sole judge as to whether any and all bids comply with these specifications, and as such a decision shall be final and conclusive. Bidders shall state in their bid any exceptions taken to the Bid specifications. All terms and conditions of this bid will be incorporated into any subsequent contract between Region 8 and the bidder. If the bid and contract are found to be in conflict, these terms and conditions shall prevail. Region 8 reserves the right to change quantities. Bidders agree to accommodate reasonable variations above and below bid quantities

8. QUALIFICATIONS OF BIDDER

Bidders shall be properly licensed and qualified to perform the work of this project. Residential-type licenses (e.g. New Home Construction or Home Improvement) shall not be deemed as properly

licensed. Bidders shall complete Section 00 4513 - Bidder's Statement of Qualifications and the associated Reference Form and submit these with their bid.

Region 8 may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, bidder shall furnish to Region 8 all such information for this purpose as Region 8 may request. Region 8 reserves the right to reject any bid if the evidence submitted by, or investigation of vendor fails to satisfy the School District that such bidder is qualified to carry out the obligations of the contract and to the work contemplated therein.

- The project schedule noted above shall be a factor considered in awarding a Contract and may result in an award to a vendor other than the low bidder should these dates not be stated in the contract.
- In the event that there is a discrepancy between price written in words and in figures, the price written in words shall govern.
- Bids will be awarded to the lowest responsible qualified bidder as determined by Region 8.

9. FUNDING

A contract shall be deemed executory only to the extent that appropriations are available to for specified scope of work.

10. ERRORS, INTERPRETATIONS AND ADDENDA

Should the bidder find any omissions, discrepancies or errors in the specifications or other Bid Documents or should he be in doubt as to the meaning of the specifications or other Bid Documents, he should immediately notify the School District, which may correct, amend or clarify such documents by a written interpretation or addendum. It is solely the respondent's responsibility to obtain any and all addendums or official announcements pertaining to this bid. The Business Manager may be contacted at (860) 228-2115. No oral interpretations shall be made to any bidder and no oral statement of Region 8 or its agents shall be effective to modify any of the provisions of the Bid Documents.

11. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Information related to existing conditions is based on limited investigations and should be considered approximate. This information is intended only to provide an approximate indication of the site conditions to be anticipated. This information is not warranted to indicate the true conditions or distribution of quantities. It shall be solely Bidder's responsibility to investigate and determine actual site conditions.

Each Bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other contract documents and with all Federal, State and Local Laws, Ordinances or Regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the Contract.

Each Bidder shall thoroughly familiarize himself with all conditions of the bid documents and specifications before preparing his proposal. The submission of a bid proposal shall be construed as an assurance that such examination has been made, and the failure of the Bidder to familiarize himself

with conditions related to the specifications shall in no way relieve any bidder from any obligation in respect to this Bid.

12. EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

Region 8 shall not enter into any contract for purchasing with any person, agency, or organization if it has knowledge that such person, agency, or organization discriminates against any applicant, employee, or service recipient on the basis of race, color, religion, national origin, sex, age, sexual identity or orientation, disability or any other protected class; or any person, agency, or organization who fails to comply with all federal and state anti-discrimination laws.

13. PREVAILING WAGES

This contract is NOT subject to Prevailing Wage Requirements per Connecticut General Statutes Sect. 31-53, as amended.

14. NON-COLLUSIVE STATEMENT

All Bidders shall be required to provide a signed non-collusive statement with the Bid on the form provided

15. BID BOND

A bid bond is not required for this Bid.

16. PERFORMANCE AND PAYMENT BONDS

The successful Bidder will be required to execute a performance bond and payment bond as indicated in the Bidding Documents.

17. REGIONAL SCHOOL DISTRICT #8 CONTRACT PROCUREMENT

Region 8 Bidding and other information and documents which are obtained through the Internet, World Wide Web Sites or sources other than those specified herein are not to be construed to be official information for the purposes of bidding or conducting business with the School District. It is the responsibility of each bidder and all other interested parties to obtain all bidding related information and documents from official sources. Unauthorized persons and/or entities which reproduce and/or make such information available by any means are not authorized by Region 8 to do so and may be liable for claims resulting from the dissemination of unofficial and/or inaccurate information.

18. BID OPENING

The Bid opening will not be a public opening. Bids will be opened by Region 8 after bids are due. Bid results will be posted on-line at the location specified for the Bid Documents within 24 hours of opening. All Bid packages will be available for review at the Region 8 offices for a period of 10 days after the date/time Bids are due between the hours of 9 a.m. and 11 a.m. on weekdays. Copies or Portable Document Format (.pdf) scans of Bid Documents can be made for a fee of \$0.50 per page plus postage and delivery. Allow 10 days for processing.

19. AWARD

Notice of Acceptance of Bid will be given to the successful Bidder by Region 8 by mail to Bidders' address stated in Bid. Within ten (10) calendar days immediately after receipt of Notice of Acceptance of Bid, the successful Bidder shall complete and submit the following:

- Executed Agreement
- Bonds
- Insurance Certificate(s)
- Contractor Verification

If, within ten (10) calendar days immediately after receipt of Notice of Acceptance of Bid, the successful Bidder shall fail or refuse to deliver a contract, bonds and insurance certificates properly executed, and Contractor Verification, Bidder's Bid and Acceptance, at option of Region 8, shall become null and void and Region 8 may proceed to accept another of the Bids. Contractor shall start work under this contract and shall continue to completion with all practical dispatch and regularity. Work shall be started and completed within the times which are stated in the Contract.

Until a contract or purchase order has been executed and authorized by Region 8, no vendor can claim any contract rights by virtue of the receipt of the notice of acceptance of proposal alone. Awarding of the contract shall mean that a Contract agreement has been executed by both the accepted vendor and Region 8.

END OF SECTION

SECTION 00 4100

BID FORM

PROJECT IDENTIFICATION:

Bid #001
Athletic Facilities Improvements at RHAM High School
85 Wall Street
Hebron, Connecticut 06248

THIS BID IS SUBMITTED TO OWNER:

Dr. Patricia Law, Superintendent
Regional School District #8
85 Wall Street
Hebron, CT 06248

THIS BID IS SUBMITTED BY:

(Company Name)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner (form to be negotiated) to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
3. Bidder understands the execution of an Agreement shall be deemed executory only to the extent that appropriations are available for the specified scope of work.
4. In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents entitled "**Athletic Facilities Improvements at RHAM High School**", dated **May 15, 2019** the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged

(enter data as appropriate)

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. The Bidder agrees that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - C. Bidder has examined copies of, and familiarized itself with, the nature and extent of the Contract Documents, Work, project site, locality, and all local conditions, laws and regulations, and schedule that in any manner may affect cost, progress, performance or furnishing of the Work.
 - D. Bidder is familiar with and is satisfied as to all Federal, State and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all reports of explorations, tests, examinations, investigations, studies and data concerning physical conditions at the project site which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto as Bidder considers necessary for performance of furnishing the Work at the contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
5. Bidder agrees that the Work will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
6. Bidder proposes to furnish all labor and materials required for the project in accordance with the accompanying Bidding Documents for the Contract Prices specified below, subject to additions and deductions per the terms of the Bidding Documents.
7. Bidder proposes the following:
All blank spaces must be filled in, in ink and in both words and figures where required. No changes shall be made in the wording or numbering. Written amounts shall govern where the amount stated in writing and the amount stated in figures does not agree.

BASE BID

BID ITEM 1 – ATHLETIC FACILITY IMPROVEMENTS

The Total Proposed **Lump Sum Contract Price** (exclusive of deduct/add alternates) for this Bid Item is:

_____ **dollars (words)**
\$ _____ **(figures)**

ALTERNATE BID ITEMS

ALTERNATE 1 – IMPROVEMENTS TO SOFTBALL FIELD DUGOUTS

The proposed **Lump Sum Contract Price** for this Alternate Bid Item is:

Add _____ **dollars (words)**

Add \$ _____ **(figures)**

8. In submitting this proposal, Bidder agrees to the following:
 - A. This bid will remain subject to acceptance for **sixty (60) days** after the Bid due date. Bidder will sign and submit the agreement with the Bonds, Insurance Certificate, and other documents required within ten (10) days after the date of Owner’s Notice of Award.
 - B. To enter into an Agreement with the Owner which shall constitute a valid and binding Contract, in the form included in the Project Manual, to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract time indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.
 - C. To accomplish the work in accordance with the Contract Documents.
 - D. To begin and complete the Work in accordance with the dates and/or contract times indicated in the Bidding Document.
9. Bidder hereby certifies that:
 - A. That this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - B. Bidder has not induced or solicited any person, firm or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantages over any other Bidder or over Owner.
 - C. Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that Bidder will comply fully with all applicable laws and regulations.
 - D. Bidder is not presently debarred from doing public construction work in the State of Connecticut under the provisions of or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.
 - E. That Bidder has filed all State tax returns and paid all State taxes required by law.
 - F. That this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. as used in this subsection the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
 - G. Bidder shall submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.
10. Bidder further represents that:
 - A. This bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity;
 - B. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid;
 - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over owner.
11. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make and award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.
12. Bidders are hereby notified that prior to award of a contract, contractor must complete the State of Connecticut Contractor Verification in accordance with Public Act 16-67.

Documents Attached:

Section 00 4513 - Bidder's Statement of Qualifications and Reference Form.....

Non-Collusion Affidavit of Prime Bidder.....

This Bid Hereby Submitted:

Date: _____

(Print Name of Firm Submitting Bid)

(Signature of Authorized Representative)

(Print Name and Title of Authorized Representative)

Federal Identification Number:

(Business Address)

(City, State and Zip Code)

Phone No.:

E-mail:

SECTION 00 4513

BIDDER'S STATEMENT OF QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. The cover sheet must be notarized. If necessary, questions may be answered on separate sheets. Contractor may submit any additional information he desires.

Attachments:

1. Complete the attached References Form.

Information Required (type or print clearly in blue or black ink)

1. Name of Contractor.

2. Permanent main office address.

3. When were you organized (month/year): _____

4. How many years have you been engaged in the contracting business under your present firm or trade name?

_____ years

5. If a corporation, indicate the following:

Date of Incorporation: _____ State or Incorporation: _____

President (or other chief executive as applicable): _____

6. If a Partnership, indicate the following:

Date of Organization: _____

Type of Partnership: _____

Names and Addresses of Partners/Officers:

1. _____ 2. _____

3. _____ 4. _____

7. General character of work performed by your company.

8. Licenses: List all applicable licensees (State of Connecticut only) and associated license numbers.

9. Have you ever failed to complete a project? If yes, identify the project(s) and provide an explanation.

10. Have you ever defaulted on a contract? If yes, identify the project(s) and provide an explanation.

11. Contracts on hand: (Show the contract amount of each contract and the anticipated date of completion; attach additional sheets if necessary.)

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

12. List your major equipment available for this Contract.

13. List the work to be performed by subcontractors and summarize the dollar value of each subcontract.

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

14. Do you have adequate resources to complete the project within the required schedule and/or by the required completion date? Yes No

15. Complete the attached **References Form** to list (at a minimum) references for projects completed, surety company reference, and bank reference.

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Town? Yes No

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____,

(Name of Bidder)

By: _____

Title: _____

State of _____)

SS:

County of _____)

_____ being duly sworn, deposes and
says that he is _____ of

and that the answers to the foregoing questions and all statements therein are true and correct
and sworn under penalties of perjury.

Subscribed and sworn to before me this _____ day of _____ 20____.

(Notary Seal)

(Notary Signature)

My Commission Expires: _____

REFERENCES

The Bidder is required to fill out the following form to enable Regional School District #8 to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

ITEM 1

List five (5) projects of similar nature to the project described herein that the Bidder has completed, with name, address, and telephone number of a reference for each project. Include approximate construction cost:

Project 1: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

Project 2: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

Project 3: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

Project 4: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

Project 5: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

ITEM 2

List name, address, and telephone number for the following:

Surety 1: _____

Address: _____

Contact Name: _____ Phone No. _____

Surety 2: _____

Address: _____

Contact Name: _____ Phone No. _____

Bank: _____

Address: _____

Contact Name: _____ Phone No. _____

SECTION 00 4519

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____, the Bidder who has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder, nor any of its officers, partners, owners, representatives, employees, or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Owner), or any other person interested in the contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Printed Name

Title

Sworn and subscribed before me on this

_____ day of _____, 20 _____.

**Commissioner of the Superior Court or
Notary Public**

My Commission Expires

SECTION 00 4543

CERTIFICATE AS TO CORPORATE PRINCIPAL

NOTE: This certificate must be executed by an individual other than the person signing the bonds.

If applicable, all documents should be executed as the parent company, doing business as:

Parent Company: _____

dba: _____
(If different than parent company)

Project: **Athletic Facilities Improvements at RHAM High School**

I, _____, certify that I am _____ of
(Print/type name) (Office Held)

the corporation that has been named as principal in the (bid) (Payment) (and) (Performance) bond(s); that

_____ who signed said bond(s) on behalf of the principal was
(Print/type name)

then _____ of said corporation; that I know his/her signature
(Office Held)

signature and that his/her signature is genuine; and that said bond(s) was (were) duly signed, sealed, and

attested for and on behalf of said corporation by authority of its governing body.

(Signature)

(Corporate Seal)

(Print/type name)

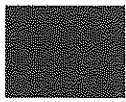
Witness this _____ day of _____ 2016.

Notary Public

(Notary Seal)

My Commission expires _____

SAMPLE AGREEMENT



AIA[®]

Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the day of in the year 2016
(In words, indicate day, month and year.)

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

Regional School District No. 8
85 Wall Street
Hebron, CT 06248

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

[Redacted Contractor Information]

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

RHAM High School

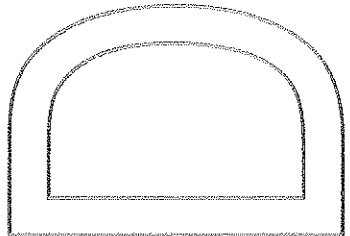
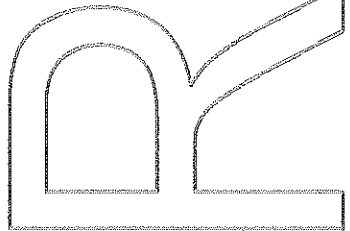
The Architect:
(Name, legal status, address and other information)

BSC Group 300 Winding Brook Drive
Glastonbury, CT 06033

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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



ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE & BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT

21 CLAIMS AND DISPUTES

(Paragraphs deleted)

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in, and reasonably inferable from and as necessary to produce the results intended by, the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

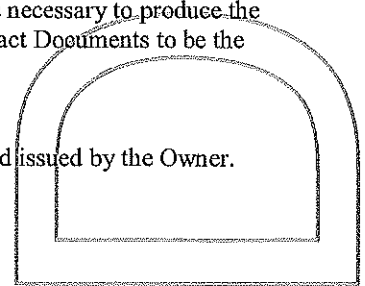
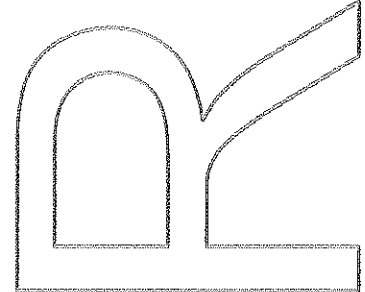
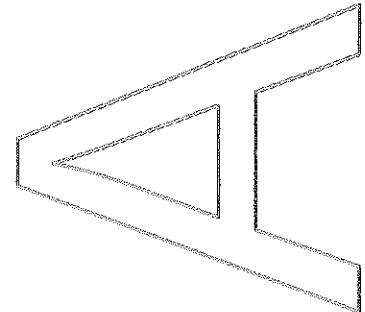
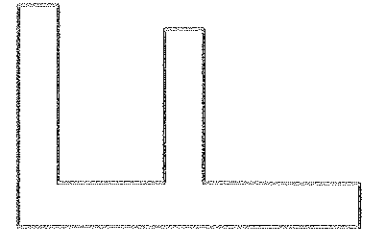
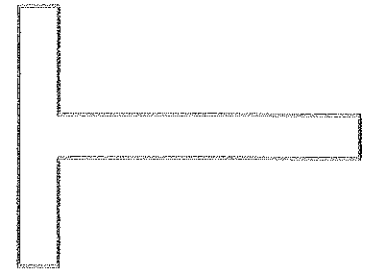
ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than



(Paragraphs deleted)

five (5) weeks after the date fixed in the notice of award and three (3) weeks from the start of construction, whichever is sooner, subject to adjustments of the Contract Time as provided in the Contract Documents.

(Row deleted)

(Paragraphs deleted)

TIME IS OF THE ESSENCE in the completion of the Work. It is acknowledged that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety in the event of delayed completion, without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Therefore, Contractor shall be liable to the Owner for payment of liquidated damages in the amount of Two Hundred and 00/100 Dollars (\$200.00) for each day that Substantial Completion is delayed beyond the date set forth herein for the achievement of Substantial Completion, as adjusted for time extensions as may have been granted pursuant to the terms and conditions of the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Agreement as provided elsewhere herein.

ARTICLE 3 CONTRACT SUM

§ 3.1 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 of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be [redacted] (\$ [redacted]), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(Paragraphs deleted)

None

§ 3.2.2 Unit prices, if any:

(Paragraph deleted)

Item	Units and Limitations	Price Per Unit (\$0.00)
[redacted]	[redacted]	[redacted]

The foregoing unit prices (the "Unit Prices") shall be valid for the life of the Project. Unit Prices are inclusive of all costs associated with the complete performance and installation of the portion of the Work subject to Unit Price including without limitation labor, materials, engineering, transportation, taxes and insurance as well as overhead and profit. Unit Prices shall be applicable for both additions and deductions from the Work.

§ 3.2.3 Allowances included in the stipulated sum, if any: None..

Item	Allowance
[redacted]	[redacted]

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall, upon its determination that the Work or a portion of the Work, as applicable, has been completed in a manner consistent with the Contract Documents, make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 4.1.3 Provided that an Application for Payment, along with the information and supporting documentation required by the Contract Documents and such additional information and documentation as may be reasonably requested by the Architect or the Owner (collectively, "Supporting Documents"), is received by the Architect not later than the fifth (5th) day of a month for work performed in the previous month, the Owner shall make payment of the certified amount to the Contractor not later than thirty (30) days after the date of the Architect's certification. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

Each Application for Payment submitted by the Contractor shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original Contract or Subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this subsection, "pending construction change order" or "other pending change directive", means an authorized directive for extra work that has been issued to the Contractor or a Subcontractor.

The Contractor within thirty (30) days after payment to the Contractor by the Owner shall pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Owner. The Contractor shall promptly give notice to the Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of the Contractor's obligations to such Subcontractor.

The Contractor shall include in each of its Subcontracts a provision requiring each Subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by the subcontractor and a provision requiring each Subcontractor to promptly give notice to the Contractor of any claim or demand by a Sub-subcontractor claiming that any amount is due to such Sub-subcontractor or claiming any default by such Subcontractor in any of its obligations to such Sub-subcontractor which notice the Contractor shall promptly relay to the Owner.

§ 4.1.4 Retainage, if any, shall be withheld as follows:

Retainage of Five Percent (5%) will be withheld by the Owner. The Contractor shall not withhold greater than Five Percent (5%) from Subcontractors.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:45:58 on 01/22/2016 under Order No.4673591023_1 which expires on 08/04/2016, and is not for resale.

User Notes:

(927160130)

(Paragraphs deleted)

only to the extent required by Connecticut law and, if so required, at the minimum rate required.

§ 4.2 FINAL PAYMENT

§ 4.2.1 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 Section 18.2, 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.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the Architect receives the final Application for Payment, along with the Supporting Documentation.

§ 4.2.3 At the Owner's request, the Contractor shall also furnish to the Owner and the Architect prior to final payment such information as required by the Architect to produce in CAD format acceptable to the Owner a complete record set of drawing and specifications depicting the completed Project.

§ 4.3 Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make payment to the Contractor hereunder to the extent any one or more of the following conditions exist:

- .1 The Contractor is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;
- .2 Any part of such payment is attributable to Work which the Owner or Architect determines that, because of the fault or neglect of the Contractor, is defective or not performed in accordance with the Contract Documents; provided, however, such payment shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not otherwise defective; or
- .3 The Contractor has failed to make payments properly to the Contractor's subcontractors or for material or labor used in the Work for which the Owner has made payment to the Contractor.

§ 4.4 The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the improvements in accordance with the Contract Documents.

§ 4.5 With the submission of each Application for Payment, beginning with the second Application for Payment, the Contractor shall furnish to the Owner a standard form of release and waiver of mechanics liens from the Contractor, Subcontractors and material suppliers for all previous payments made by the Owner to serve as evidence of the Contractor's compliance with its payment obligations to Subcontractors hereunder.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

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

Arbitration pursuant to Section 21.4 of this Agreement

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.3 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Project Manual dated January 29, 2016

Section	Title	Date	Pages

§ 6.1.4 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Project Manual dated January 29, 2016

Number	Title	Date

§ 6.1.5 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

- .1 Exhibit A, Determination of the Cost of the Work, if applicable.
- .2

(Paragraphs deleted)

Other documents:

(List here any additional documents that are intended to form part of the Contract Documents.)

Exhibit Project Manual dated January 29, 2016

Exhibit Construction Schedule

Exhibit Insurance Requirements

- .4 The following documents provided however, to the extent that such documents are inconsistent or in conflict with any other Contract Documents, such other Contract Documents shall govern and control:

Project Manual dated January 29, 2016, including but not limited to Invitation to Bid and Instructions to Bidders

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent

with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. If the Contractor discovers any inconsistency within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes or ordinances, the Contractor shall give notice to the Owner and the Architect of such inconsistency and shall, unless otherwise ordered in writing by the Architect or the Owner, provide work or materials of the better quality, greater quantity, or that otherwise comply with applicable standards, codes and ordinances.

§ 7.2 THE CONTRACT

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

§ 7.3 THE WORK AND CONTRACTOR'S STANDARD OF CARE

§7.3.1 The term "Work" means the construction and services required by, reasonably inferable from and as necessary to produce the results intended by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

§ 7.3.1.1 Where no explicit quality or standards for materials or workmanship are established for any portion of the Work, the Contractor shall perform such Work in a good and workman like manner and in a manner of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 7.3.1.2 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§7.3.2 CONTRACTOR'S STANDARD OF CARE

§ 7.3.2.1 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner (i) consistent with the Contract Documents; (ii) consistent with the instructions, guidance and direction of the Owner and Architect; (iii) consistent with the prevailing applicable professional or industry standards; (iv) consistent with sound practices; (v) as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work and with the Contract Documents and the instructions, guidance and direction of the Owner and Architect; and (vi) in a manner that will not exceed the Contract Sum as set forth in the Contract (the standards of this Section 7.3.2.1 shall be referred to herein as the "Contractor's Standard of Care"). The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

§ 7.3.2.2 The Contractor shall be responsible for the performance of the Work in accordance with the Contract Documents and the Conditions (as defined hereinafter), and the Contractor shall obtain and post all necessary permits at the site. The term "Conditions" shall mean and include all applicable laws, rules, regulations, ordinances, codes, orders, guidelines, standards and conditions of funding imposed on the Work and/or Project by the Agencies, as defined hereinafter. Any reference in the Contract Documents to "applicable law" shall include all of the Conditions.

§ 7.3.2.3 The "Agencies" are the Department of Education of the Connecticut Department of Administrative Services ("DASE"), and all other governmental authorities having regulatory or administrative jurisdiction over the Work and/or the Project and all representatives or designees of the DAS and such other governmental authorities.

§ 7.3.2.3 Notwithstanding anything to the contrary in this Agreement, the Contractor shall attend such meetings and site-visits, and make such submissions, as are necessary to comply with applicable law.

§ 7.3.2.4 Any information obtained by the Contractor from the Owner or Architect may not be used, published, distributed, sold or divulged by the Contractor or its Subcontractor or Sub-subcontractors for such party's own purposes or for the benefit of any person, firm, corporation or other entity other than the Owner, without the prior written consent of the Owner. Any information obtained by the Contractor of its Subcontractors or Sub-subcontractors that is designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any other parties without the prior written consent of the Owner.

§ 7.4 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 7.5.1 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the reserved rights of the owners of the Instruments of Service.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 The Owner shall furnish surveys and information as required by the Contract Documents and a legal description of the site.

§ 8.1.2 Intentionally Omitted.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may

have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

§8.4 ADDITIONAL RIGHTS

§8.4.1 The rights stated in this Article 8 shall be in addition to and not in limitation of any other rights of the Owner provided in the Contract Documents, or as may be available to the Owner at law or in equity.

§8.4.2 Any data provided by the Owner to the Contractor concerning the physical characteristics or measurements of the components that comprise the Project site; access to the Project site or staging and storing at the Project site; present obstructions and conditions of structures on or near the Project site; locations and depths of sewers, conduits, pipes, and gas lines on or near the Project site; positions of sidewalks, curbs and pavements on or near the Project site and other data concerning the conditions of the Project site and its surroundings, have been obtained from sources the Owner believes to be reliable. Accuracy of such data, however, is not guaranteed and is furnished solely for accommodation of the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The provisions of this Section 9.1.1 shall not be construed to limit the investigative and review responsibilities of the Contractor under any other provisions of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The execution of the Contract shall constitute a representation that the Contractor has carefully reviewed the Contract Documents, and that the Contract Documents are sufficiently detailed and complete to permit the Contractor, (i) to complete the Project in an amount not in excess of the Contract Sum, except for additional costs incurred due to changes in the Work approved by the Owner; (ii) complete the Work within the Contract Time and in accordance with the Contract Documents and all laws, statutes, ordinances, building codes, rules and regulations or orders enacted, promulgated, issued or ordered by governmental body or public or quasi-public authority having jurisdiction over the Work or the site of the Project (collectively, "Legal Requirements"). The Contractor is not required to ascertain that the Contract Documents are in accordance with Legal Requirements, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.1.3 The execution of the Contract by the Contractor shall also constitute a certification by the Contractor that it has taken all steps necessary to ascertain the nature and location of the Work, and the general and reasonably observable conditions which can or may affect the Work and/or the cost thereof. Failure by the Contractor to fully acquaint itself with conditions which may affect the Work and/or the cost thereof, including, but not limited to, conditions relating to transportation, handling, storage of materials, availability of labor, water, other known projects in the region, applicable provisions of law, and the character and availability of equipment and facilities needed preliminary to and during the prosecution the Work, shall not relieve the Contractor of its responsibilities under the Contract Documents and shall not constitute a basis for extension of time or any increase in the Contract Sum. Owner assumes no responsibility for any representations concerning conditions made by any of its officers, or employees or representatives, prior to the execution of the Contract, unless such representations are expressly stated in the Contract Documents. The Contractor shall not perform any construction activity it knows constitutes a recognized error, inconsistency or omission. If the Contractor performs any construction activity knowing it

involves a recognized error, inconsistency or omission in the Contract Documents without reporting the error, inconsistency or omission to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs of correction.

§9.1.4 If the Contractor fails to fulfill its obligations to report to the Architect or Owner under this Article 9, the Contractor shall be precluded from asserting any Claim which arises from, or relates to the circumstances that gave rise to the Contractor's obligation to make such report.

§9.1.5 The Owner assumes no contractual liability or responsibility for the physical condition or safety of the Project site or of any improvements thereon. Except as set forth in Section 16.2, the Contractor shall be solely responsible for providing safe conditions for the performance of the Work.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

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

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. To the extent applicable, the Contractor shall comply with Connecticut's prevailing wage laws.

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

§ 9.3.3 All labor shall be performed by workmen skilled in their respective trades, and workmanship shall be of good quality so that first class work in accordance with the standards of construction set forth in the Contract Documents and the Contractor's Standard of Care will be achieved. A list of all supervisory personnel, including the project manager and superintendent that the Contractor intends to use on the Project and an organizational chart reflecting the chain of command among such personnel, shall be submitted to the Owner for approval. The Contractor shall not engage supervisory personnel or utilize an organizational chain of command other than as approved by Owner in writing and shall not change such personnel or form of organization without the prior written approval of the Owner.

§9.3.3.1 To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on a hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of their wages the amount of the payment of contribution for their classification on each pay day.

§ 9.3.3.2 To the extent required pursuant to Connecticut General Statute Section 31-53b, the Contractor shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the

Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

§9.3.3.3 To the extent consistent with any provision regarding residence requirements contained in a collective bargaining agreement to which the Contractor is a party, in the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market area, as established by the Labor Commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the state who have continuously resided in the state at least three months prior to the date hereof.

§ 9.3.4 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§9.3.4.1 When two or more products are specified for an item of Work, any one thereof is acceptable and the choice is left to the Contractor, with prior written notice to the Architect and the Owner. When only one product is specified and the term "or equal" is used in connection with the product, the Contractor may, if it so desires, offer a substitute product, and by so doing, Contractor shall be deemed to represent that the substitute product will completely accomplish the purpose of the Contract Documents. Requests for substitutions of products, materials or processes other than those specified shall be accompanied by evidence showing whether or not the proposed substitution:

- .1 is equal in quality and serviceability to the specified item;
- .2 will not entail changes in detail and construction of related Work;
- .3 will be acceptable in consideration of the required design and artistic effect; and
- .4 will not provide a cost disadvantage to the Owner.

The Contractor shall furnish with its request such Drawings, Specifications, samples, performance data and other information as may be required of it to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The burden of proof of the facts above stated shall be upon the Contractor, and no substitution shall be authorized except upon the prior written approval of Owner and the Architect. Nothing in this Section 9.3.4.1 shall limit the provisions of Sections 9.3.4.2 or 9.3.4.3.

§9.3.4.2 By making requests for substitutions based on Sections 9.3.4.1, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determines that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to substitution which subsequently become apparent; and
- .4 shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects.

§ 9.3.4.3 Approval by the Owner or Architect of any such substitution shall not relieve the Contractor of responsibility for any additional costs incurred by other trades for changes made necessary to accommodate

§ 9.3.5 Directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment, and operation of their materials or equipment shall be complied with, but the Contractor shall nonetheless have the responsibility for determining whether such directions, specifications, and recommendations may safely and suitably be employed in the Work, and for notifying the Architect in advance in writing of any deviation or modification necessary for installation safety or proper operation of the item.

§ 9.4 WARRANTY

§9.4.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit.

Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.4.2 The Contractor shall procure and assign to the Owner at the time of Substantial Completion of the Work any and all Subcontractor, manufacturer or supplier warranties relating to any materials and labor used in the Work which warranties shall supplement the warranties provided by the Contractor in Section 9.4.1.

§ 9.4.3 Substitutions not properly approved and authorized and work, materials or equipment which fail to perform under the proper use and normal wear for intended purposes shall be considered defective. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 9.4.4 The warranties under this Section 9.4 shall be in addition to, and not a substitute for, any other rights of the Owner under the Contract Documents or existing in law or equity.

§ 9.4.5 The warranties set forth in this Section 9.4 shall survive final payment and termination of this Agreement.

§ 9.5 TAXES

The Owner is a tax-exempt entity. The Contractor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the bid or the Contract Sum. A sales tax certificate is available upon written request as applicable,

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work, including, without limitation those relating to equal opportunity, labor, wages and employment. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised, subject to the Owner's and the Architect's approval, at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to and approved by the Owner and Architect (such schedule, so approved, the "Construction Schedule").

§ 9.8.3 The Construction Schedule shall be in such detail and include such content as required by the Owner and the Architect. The Contractor shall monitor the progress of the Work for conformance with the requirements of the

Construction Schedule and shall promptly advise the Owner of any delays or potential delays. The Contractor shall provide the Owner and the Architect with weekly progress reports to reflect actual conditions ("Progress Reports") or at such other intervals as requested by the Owner. In the event any Progress Report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any Progress Report constitute an adjustment in the Contract Time or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§9.8.4 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right, but not the obligation, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purposes of ensuring the Contractor's compliance with the Construction Schedule as adjusted for time extensions granted pursuant to Section 14.5. Except as provided herein, the Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner pursuant to this Section 9.8.4. The Owner may exercise the rights furnished the Owner under or pursuant to this Section 9.8.4 as frequently as the Owner deems necessary to ensure that that Contractor's performance of the Work will comply with the Substantial Completion Date, as the same may be extended by Change Order.

§ 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.10 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project. If Work is performed in an area of the Project site that is occupied or in use by or with the consent of the Owner, at the end of each day that Work is performed in such area, the Contractor shall leave such area in broom clean condition, remove waste materials, rubbish and the Contractor's tools, equipment, machinery and surplus materials.

§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a

patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 9.14 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Architect, Architect's consultants and officials, officers, agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees (including attorneys' fees incurred in enforcing this section 9.15.1), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; provided however that such indemnity obligations shall not include liability for damage arising out of bodily injury to person or damage to property caused by or resulting from the negligence of the indemnitee, such indemnitee's agents or employees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1. The Contractor shall maintain, at the expense of the Contractor, appropriate insurance coverage to insure all of its responsibilities under this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, and (i) until the final payment is due, (ii) from time to time during the one year period described in Section 18.2, (iii) while review or certification of the Project from any of the Agencies is pending, and (iv) while any audit by DAS is ongoing. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction, including regularly scheduled site meetings and visits, to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies in the Work, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and inform the Owner in writing of (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect. Any adjustments in the Contract Sum for such changes in the Work shall not include an amount of overhead and profit which exceeds "reasonable overhead and profit." In the case of a change in the Work for which the Contractor is entitled to an adjustment in the Contract Sum under the terms and conditions of the Contract Documents, such adjustment shall be limited as follows:

- (i) For that portion of the change in the Work that is performed by a Subcontractor, the Subcontractor's overhead and profit on such portion of the change in the Work shall not exceed fifteen percent (15%);
- (ii) For that portion of the change in the Work that is self-performed by the Contractor, the Contractor's overhead and profit on such Work shall not exceed fifteen percent (15%); and
- (iii) The Contractor's markup on Subcontracts for the change in the Work shall not exceed ten percent (10%).

These limitations shall apply to both adds to and deductions from the Contract Sum.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and overhead and profit not to exceed "reasonable overhead and profit", unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor, provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, upon the approval of the Owner and the Architect, shall be used in reviewing the Contractor's Applications for Payment. All Applications for Payment shall be in the form, and contain the information and supporting documentation as required in this Section 15.1 and such additional supporting information and documentation as may be reasonably requested by the Owner

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, the Contractor shall furnish to the Owner a properly executed standard form of release and waiver of mechanics liens from the Contractor and each Subcontractor and material supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor which shall serve as evidence of the Contractor's compliance with its payment obligations to Subcontractors hereunder.

§ 15.1.5 Applications for Payment, and invoices in support of the same, shall clearly distinguish between amounts charged for labor and amounts charged for materials.

§ 15.1.6 Unless otherwise required by the Owner, Applications for Payment shall be on AIA documents G702 and G703.

§ 15.1.7 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. The Contractor further expressly undertakes to defend the Owner, at the Contractor's sole cost and expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the Project site and any improvements thereon (referred to collectively as "Liens" in this Section 15.1.7), by the Contractor, any Subcontractor, Sub-subcontractor or anyone claiming by, through or under them. The Contractor shall indemnify, defend and hold Owner harmless against any such Liens or claims of Liens and agrees to pay any judgment or Lien resulting from any such actions, lawsuits or proceedings. The Contractor's obligations under this Section 15.1.7 are conditioned upon Owner having fulfilled its payment obligations to the Contractor with respect to the Work that is the subject of the Lien or claim and for which indemnification is sought.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that

the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation made by the Architect solely to the Owner that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

The Owner shall not be deemed to be in default by reason of withholding payment while any of the grounds described in this Section 15.2.3 remain uncured nor shall any interest accrue or be payable with respect to any payments so withheld.

§ 15.2.4 When the above reasons for withholding a Certificate for Payment are removed, the Certificate for Payment will be issued for the amounts previously withheld.

§ 15.2.5 Notwithstanding anything herein to the contrary, issuance of a Certificate for Payment by the Architect is a recommendation only; payment to the Contractor of amounts certified in a Certificate for Payment is subject to the Owner's approval.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor as required under Section 4.1.3, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion shall not be deemed achieved until: (i) the Owner's receipt of certification by the Architect that the Work is Substantially Complete in the form of a Certificate of Substantial Completion; and (ii) the Owner's receipt of a final and unconditional Certificate of Occupancy from the Governmental Authorities that the Work has been completed in accordance with applicable Legal Requirements,

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, including, without limitation, the completion of the all punch list items to the satisfaction of the Architect and Owner, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents that have not been previously delivered to the Owner shall be assembled and delivered by the Contractor to the Owner and Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees and all other close-out deliverables (including those set forth in Section 15.5.2 below) have been received and accepted by the Owner.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract subject only to receipt of final payment, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3

(Paragraphs deleted)
Intentionally Omitted

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§15.5.5 ACCESS TO BOOKS AND RECORDS AND AUDITS

Upon forty-eight (48) hours prior notice to the Contractor, the Owner shall have the right to inspect and copy the books and records of the Contractor to verify work performed, payments made or unpaid, amounts claimed, obligations owed and any other documentation related to the Project or this Contract. The Contractor shall comply, and shall cause Subcontractors of every tier to comply, with all accounting procedures and record retention policies reasonably requested by the Owner. Upon request of the Owner, the Contractor will cooperate, and secure the cooperation of all Subcontractors and Sub-subcontractors, and assist the Owner during any audit of the Project conducted by the Owner at any time after Substantial Completion. Such cooperation shall include providing the Owner with access to all records related to the Project.

§15.5.6 Submission by the Owner of a final grant application to DAS shall not constitute a waiver of any Claims by the Owner.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

§16.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall, at the Contractor's sole cost and expense, promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except to the extent that such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are separate from, in addition to, and are not to be considered a part of the Contractor's obligations under Section 9.15.

§16.1.2 In the event the Contractor identifies activities or conditions during performance of the Work or at the Project, which, in the Contractor's good faith opinion, pose an unreasonable risk of bodily injury or property damage, whether immediate or in the future, the Contractor shall have the right to immediately take steps to protect its personnel and Subcontractors and stop Work and remove its personnel from the affected area.

§16.1.3 The Contractor shall at all times provide protection against weather (rain, wind, storms or heat) so as to maintain all Work, materials, apparatus and fixtures free from damage. At the end of the day's work, all new Work likely to be damaged shall be reasonably protected against such weather.

§16.1.4 The Contractor shall provide adequate fire protection for all operations associated with the Work, and such protection must meet all applicable federal (including OSHA), State and municipal regulations.

§16.1.5 The Contractor shall remove and replace with new work, at the Contractor's own expense, any Work damaged by failure to provide protection pursuant to Sections 16.1.3 and 16.1.4.

§16.1.6 The Contractor shall be responsible, to the extent not covered by insurance, for damage, loss or liability due to theft or vandalism to the Work and stored materials when work is not in progress, at night, on weekends or holidays.

§16.1.7 The Contractor shall protect and prevent damage to all unfinished phases of the Work.

§16.1.8 SECURING THE SITE

The Contractor is responsible for securing, and preventing access by unauthorized individuals to, the Project site from such date as the Contractor, its subcontractors, consultants, or agents commence the Work until the date of Final Completion, unless the Owner and Contractor agree in writing to an earlier date.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, whether naturally occurring or manmade, that is hazardous, toxic, or words of similar import or regulatory effect, and any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls (collectively, "Hazardous Materials"). If the Contractor believes its Work will disturb or otherwise implicate any actual or suspected Hazardous Material or encounters a Hazardous Material not addressed in the Contract Documents, the Contractor shall not disturb any such Hazardous Material, immediately report the condition to the Owner and the Architect in writing and take all necessary precautions to prevent release of and exposure to the Hazardous Materials and the Contractor shall immediately report the condition to the Owner and the Architect in writing and take all necessary precautions to prevent release of and exposure to the Hazardous Materials and foreseeable bodily injury or death to persons resulting from such Hazardous Material. If such reasonable precautions will be inadequate to prevent release of and exposure to Hazardous Materials, or foreseeable bodily injury and death, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area. When the Hazardous Material has been rendered harmless and/or otherwise abated in accordance with all Legal Requirements, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up except to the extent that the Hazardous Material was first encountered due to the negligence, willful or intentional misconduct, or breach of contract of the Contractor.

(Paragraphs deleted)

§16.2.1.1 In no event shall the Owner have any responsibility for any substance or material (including, but not limited to, any Hazardous Material) that is brought to the Project site by the Contractor, any Subcontractor or any materialman or supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are Hazardous Materials or comprised of any items that are Hazardous Materials except to the extent provided in Section 16.2.4.

§16.2.2 Intentionally Omitted.

§16.2.3 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, its agents and employees against claims, damages, losses and expenses, including but not limited to attorneys fees, resulting from a hazardous material or substance which the Contractor brings to the site and improperly handles or from the Contractor's failure to perform its obligations under Section 16.2.1, provided that such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property or violation of a Legal Requirement and except to the extent that such damage, loss or expense was caused by or results from the negligence of the indemnitee.

§ 16.2.4 The Contractor shall perform all required procedures necessary to insure that there will be no actual or threatened release, discharge, spillage, uncontrolled loss, seepage or filtration (each a "Release") of any Hazardous Material on the site caused by its operations. The Contractor is responsible for any and all costs and liabilities associated with the investigation and remediation of any such Release, or as required by regulating authorities having jurisdiction under Legal Requirements, and holds the Owner, its employees and agents, and the fee owner of the Project site (if other than the Owner), harmless against any current or future liabilities resulting from such incidents.

§ 16.2.5 All material and equipment furnished under the Contract Documents shall be free of asbestos, lead based paint, and PCBs. Unless otherwise specified in the Contract Documents, any material or equipment containing these, and any other Hazardous Materials shall be considered defective and shall be removed by the Contractor at the Contractor's sole expense.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article 17. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

The Contractor shall cause the commercial liability coverage required by the Contract Documents 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 during the Contractor's completed operations. A detailed description of the Contractor's obligations regarding insurance coverage is set forth on Exhibit ___ hereto.

§ 17.2 OWNER'S LIABILITY INSURANCE

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

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project, and such parties shall be named as additional insureds under the builders risk coverage.

§ 17.3.2 The Contractor shall file a copy of such policy with the other party to this Contract before an exposure to loss may occur. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Sections 17.3. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner (or the Contractor, as applicable) as fiduciary and made payable to the Owner (or Contractor, as applicable) as fiduciary for the insureds,

as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.3.5 The Contractor shall require its Subcontractors and Sub-subcontractors to maintain the same types of insurance the Contractor is required to maintain under the Contract Documents in amounts approved by the Owner.

§ 17.3.6 If the Contractor fails to purchase or maintain or to require its Subcontractors to purchase and maintain the liability insurance specified in the Contract Documents, the Owner may (but shall not be obligated to) purchase such insurance on the Contractor's or Subcontractor's behalf and shall be entitled to deduct the amount paid from the Contract Sum.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Contractor shall furnish bonds in the full amount of the Contract Sum covering faithful performance of the Contract and payment of obligations arising thereunder as a condition of the award of this Contract. The Contractor shall be named as principal on such bonds and the Owner shall be named as obligee.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A-2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor. If the inspections and tests conducted under this Section 19.3 reveal failure in a portion of the Work, the Owner may order the inspection and testing, at the Contractor's expense, of any and all portions of the Work that are identical or similar to the failing portion.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law.

§19.5 The Contractor hereby represents and warrants (in addition to other representations and warranties contained in the Contract Documents), as an inducement to the Owner to enter into the Contract, which representations and warranties shall survive the final completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it, through its Subcontractors or otherwise, is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder in a timely manner and has sufficient experience and competence to do so;
- .3 the Contractor is authorized to do business in the State of Connecticut and is properly licensed by all necessary governmental authorities having jurisdiction over the Contractor and the Project; and
- .4 the Contractor has visited the site of the Project and become familiar with the condition of the site and the Contract Documents, and knows of no reason why the Work cannot be performed as set forth in, and in the timeframe required by, the Contract Documents.

§ 19.6 If any provision of this Agreement or any other contracts among the Contract Documents is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and the parties agree to substitute for the invalid provision the provision within the bounds of the law which most clearly effectuates the legal and economic intent of the invalid provision.

§19.7 Execution in Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect repeatedly fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner repeatedly fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon ten additional days' prior written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed in accordance with the Contract Documents and direct costs incurred by reason of such termination. Notwithstanding the foregoing, the notice of termination must state with specificity the means by which the Owner may cure its nonperformance, and the Contractor shall not terminate this Agreement if, within the applicable ten (10) day notice period, the Owner substantially takes such curative measures.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 institutes proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or similar or applicable federal or state law, or a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or the Contractor admits in writing its inability to pay its debts as they become due, or it makes a general assignment for the benefit of its creditors, or a receiver, liquidator, trustee, or assignee is appointed, or a receiver of all or any substantial portion of the Contractor's properties is appointed;
- .6 abandons the Work;
- .7 submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or
- .8 fails to make prompt payment to Subcontractors or for materials or labor in accordance with the respective subcontracts or otherwise breaches its obligations under any subcontract with a Subcontractor.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, without prejudice and without waiving any other right or remedy the Owner may have, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed in accordance with the Contract Documents and direct costs incurred by reason of such termination.

§ 20.4 PAYMENT UPON TERMINATION

§ 20.4.1 Except for claims for such payments as the Owner is explicitly required to make upon termination pursuant to this Article 20, the Contractor hereby waives and forfeits all claims for payment and damages, including without limitation, anticipated profits.

§ 20.4.2 When making any payment upon termination required under this Article 20, the Owner shall be credited for (1) payment previously made to the Contractor for the terminated portion of the Work, (2) valid claims which the Owner has against the Contractor under the Contract Documents, and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that were included in the Contract Sum.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 20.1, the Contractor shall proceed diligently with the performance of its obligations under the Contract Documents and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment. Notwithstanding anything to the contrary in the Contract Documents, neither the Contract Sum nor the Contract Time shall be adjusted if the increased costs or delay underlying the Contractor's claim for adjustment stems from the negligent act or omission of the Contractor, its subcontractors of any tier, or of anyone for whose performance the Contractor is responsible to the Owner, or as a result of the error of any of the same or of the failure of any of the same to comply with, and fulfill their responsibilities under, the Contract Documents.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

This Agreement effective as of the day and year first written above and executed on the dates set forth below.

REGIONAL SCHOOL DISTRICT #8

OWNER (Signature)

(Printed name and title)

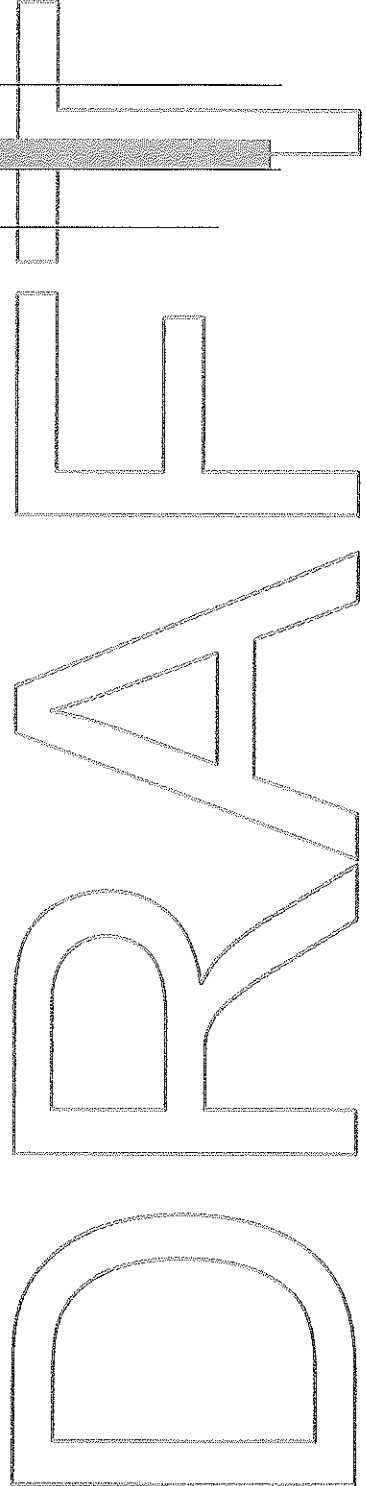
Date: _____

CONTRACTOR (Signature)

(Printed name and title)

Date: _____

(Table deleted)(Paragraphs deleted)



**STATE OF CONNECTICUT
Contractor Verification
(in accordance with Public Act 16-67)**

Directions to Contractor: Connecticut law requires that any contractor applying or bidding for a contract (including individuals who are independent contractors) with a local or regional board of education, a governing council of a state or local charter school, or interdistrict magnet school operator require any employee with the contractor who would be in a position involving direct student contact to supply the contractor with the information provided in this form. Information may be collected either through a written communication or telephonically.

In addition, pursuant to Connecticut General Statutes (C.G.S.) § 10-233c, the contractor is required to contact – either telephonically or through written communication – any current or former employer of an employee if such employer was a local or regional board of education, a governing council of a state or local charter school, or interdistrict magnet school operator or if the employment caused the employee to have contact with children, to request any information concerning whether there was a finding of abuse or neglect or sexual misconduct against the employee. If the contractor receives any information indicating such a finding, or otherwise has knowledge of such a condition, the contractor must immediately forward such information to any local or regional board of education with which the contractor is under contract.

Directions to Employee of Contractor: Pursuant to Connecticut state law, employees of a contractor who would be in a position involving direct student contact must supply all of the information provided in Section 2 of this form.

Section 1 – To be completed by Contractor

Name	
Street address	
City, State, Zip Code	
Contact person	
Telephone number/email address	

Section 2 – To be completed by Employee of Contractor

Part A. On a separate sheet of paper, please list the name, address and telephone number of each current or former employer, if such current or former employer was a local or regional board of education, a governing council of a state or local charter school, or interdistrict magnet school operator, or if such employment otherwise caused you to have contact with children.

Part B. Please complete the questions below in their entirety.

Have you ever:

- Y N Been the subject of an abuse or neglect or sexual misconduct investigation by any employer, state agency or municipal police department (answer “no” if the investigation resulted in a finding that all allegations were unsubstantiated)?
- Y N Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or under investigation by the Department of Children and Families (the “department”), or an allegation of sexual misconduct was pending or under investigation or due to an allegation substantiated pursuant to section 17a-101g of abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?
- Y N Had a professional or occupational license or certificate suspended or revoked or ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by the department or an investigation of sexual misconduct was pending or under investigation, or due to an allegation substantiated by the department of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Part C – Written Consent and Disclosure Authorization. I hereby authorize the entities I have listed in Section 2 of this form to release to the entity listed in Section 1 of this form the information required to be released by my previous employer pursuant to (C.G.S.) § 10-222c along with any related records. I hereby consent to and authorize disclosure by the State Department of Education of the information requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67, and I hereby authorize the release by the State Department of Education of any related records. I further hereby release the above-named employer(s) and the State Department of Education from any and all liability of any kind that may arise from the disclosure or release of records requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67.

Signature of Applicant

Date

NOTES:

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct means – “any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student.” Connecticut General Statutes § 10-222c(k).

Abuse or neglect means – “abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a.” Connecticut General Statutes § 10-222c(k).

The Connecticut State Department of Education is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, age, criminal record, political beliefs, genetic information, intellectual disability, past or present history of mental disability, learning disability, or physical disability, including, but not limited to, blindness or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.

SECTION 00 6112

PERFORMANCE BOND

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Requirements for a Performance Bond (hereinafter "Bond") to provide for completion of the Project in the event the Contractor defaults or fails to perform.
2. See attached Performance Bond.

1.2 DEFINITIONS

- A. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.
- B. Construction Contract: The agreement between Owner and Contractor as identified on the signature page, including all Contract Documents and changes thereto.
- C. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- D. Contract Sum: The total value of the Project as defined in the Agreement Construction Contract.
- E. Owner: Regional School District 8, P.O. Box 1438, Hebron, CT 06248
- F. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.
- G. Principal: The Contractor retained by Owner to perform the work of the project.
- H. Project: **Athletic Facilities Improvements at RHAM High School** as described in bid documents dated **May 15, 2019** and any amendments or supplements thereto.
- I. Surety: The Surety shall mean the party who guarantees the performance of the Principal. Surety shall have the same meaning as "Bonding Company".

1.3 BOND REQUIREMENTS

- A. The successful Bidder, at the time of the execution of the Construction Contract/Agreement with Owner, must deposit with Owner a surety company Bond for the satisfactory completion of the work of the project as defined by the Drawings, Plans, Specifications, and any other supplemental materials. The form of the Bond shall be as attached, or as otherwise mutually agreed-to by Owner and Principal.

- B. The Bond shall provide for the Surety to complete the Work of the Contract in accordance with its Terms, or provide sufficient funds up to the penal amount for such completion.

1.4 BOND AMOUNT

- A. Penal Amount: The Penal Amount shall be defined as 100 percent (100%) of the Contract Sum as dictated by the Bidders Lump Sum price at the time of Bid submission.

1.5 SURETY REQUIREMENTS

- A. The surety must be a corporate surety licensed to sign surety bonds in the State of Connecticut. Rating of the surety shall be at least an "A" as defined by the A.M. Best Company's "Best's Key Rating Guide" and shall meet the approval of the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

PERFORMANCE BOND

Know all men by these presents

THAT _____ of the
Town of _____, County of _____, and
State of _____, as Principal (hereinafter called the Principal), and

(a surety company authorized to transact business in the State of Connecticut) as Surety (hereinafter called
the Surety) are held and firmly bound unto **Regional School District #8** with offices located at **85 Wall
Street** in the Town of **Hebron Connecticut** (hereinafter called the Obligee) in the full
penal sum of:

Amount in Words

(\$ _____) Dollars,

lawful money of the United States, to be paid to said Obligee, to which payment well and truly to be made
and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its
successors and assigns), and the said Surety binds itself, its successors and assigns jointly and severally
firmly by these presents.

Signed, sealed and delivered this _____ day of _____ A.D. _____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal will enter into a certain written contract with said Obligee, to be dated the
_____ day of _____ A.D. _____, which written contract shall

provide for the following:

which written contract, which contract, including any hereafter made extension, modification or alteration
thereof, is hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the Principal fails to complete the required work, undertakings, covenants,
terms, conditions, and agreements described in the said Contract, the Surety will be responsible to arrange
for the completion of all the Work, as defined in said Contract, and other undertakings, covenants, terms,
conditions, and agreements in the said Contract, to the satisfaction of the Owner, and if the Principal shall
well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and
agreements of said contract during the original term thereof, and any extensions thereof which may be
granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if
he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save
harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall

reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then his obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his / its hand and seal, and the said Surety has caused this instrument to be signed by its attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

(Space is provided below for signatures of additional parties, if required.)

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

SECTION 00 6113

PAYMENT BOND

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Requirements for a Payment Bond (hereinafter "Bond") to provide for completion of the Project in the event the Contractor defaults or fails to perform.
2. See attached Payment Bond.

1.2 DEFINITIONS

- A. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.
- B. Construction Contract: The agreement between Owner and Contractor as identified on the signature page, including all Contract Documents and changes thereto.
- C. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- D. Contract Sum: The total value of the Project as defined in the Construction Contract.
- E. Owner: Regional School District #8, P.O. Box 1438, Hebron, CT 06248
- F. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.
- G. Principal: The Contractor retained by Owner to perform the work of the project.
- H. Project: **Athletic Facilities Improvements at RHAM High School** as described in bid documents dated **May15, 2019** and any amendments or supplements thereto.
- I. Surety: The Surety shall mean the party who guarantees the performance of the Principal. Surety shall have the same meaning as "Bonding Company".

1.3 BOND REQUIREMENTS

- A. The successful Bidder, at the time of the execution of the Construction Contract/Agreement with Owner, must deposit with Owner a surety company Bond for the satisfactory completion of the work of the project as defined by the Drawings, Plans, Specifications, and any other supplemental materials. The form of the Bond shall be as attached, or as otherwise mutually agreed-to by Owner and Principal.
- B. The Bond shall provide for the Surety to complete the Work of the Contract in accordance with its Terms, or provide sufficient funds up to the penal amount for such completion.

1.4 BOND AMOUNT

- A. Penal Amount: The Penal Amount shall be defined as 100 percent (100%) of the Contract Sum as dictated by the Bidders Lump Sum price at the time of Bid submission.

1.5 SURETY REQUIREMENTS

- A. The surety must be a corporate surety licensed to sign surety bonds in the State of Connecticut. Rating of the surety shall be at least an "A" as defined by the A.M. Best Company's "Best's Key Rating Guide" and shall meet the approval of the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

PAYMENT BOND

Know all men by these presents

THAT _____ of the
Town of _____, County of _____, and
State of _____, as Principal (hereinafter called the Principal), and

(a surety company authorized to transact business in the State of Connecticut) as Surety (hereinafter called
the Surety) are held and firmly bound unto **Regional School District #8** with offices located at **85 Wall
Street** in the **Town of Hebron, Connecticut** (hereinafter called the Obligee) in the full
penal sum of:

Amount in Words

(\$ _____) Dollars,

lawful money of the United States, to be paid to said Obligee, to which payment well and truly to be made
and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its
successors and assigns), and the said Surety binds itself, its successors and assigns jointly and severally
firmly by these presents.

Signed, sealed and delivered this _____ day of _____ A.D. _____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal will enter into a certain written contract with said Obligee, to be dated the
_____ day of _____ A.D. _____, which written contract shall
provide for the following:

which written contract, which contract, including any hereafter made extension, modification or alteration
thereof, is hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the Principal fails to make any payments as set forth below or as described
in or related to said contract, it will be the responsibility of the said Surety to pay for the said promptly, to
the satisfaction of the Owner, and if said Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work
provided for in such contract, and any authorized extension or modification thereof, including, but not
limited to, all amounts due for materials, lubricants, oil, gasoline, diesel fuel, repairs on machinery,
equipment and tools, consumed or used in connection with the construction of such work, and all insurance

premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. **PROVIDED, FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his / its hand and seal, and the said Surety has caused this instrument to be signed by its attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

(Space is provided below for signatures of additional parties, if required.)

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: Athletic Facilities Improvements at RHAM High School

Location: 85 Wall Street, Hebron, CT

To (Owner): Regional School District 8

Address: Street: 85 Wall Street

City: Hebron State: CT Zip Code: 06248

Contractor: _____ **Contract Date:** _____

Surety: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the *(insert name and address of Surety Company)*

_____, SURETY COMPANY,

on bond of *(insert name and address of Contractor)*

_____, CONTRACTOR, _____

hereby approved of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to *(insert name of Owner)*

_____, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this _____ day of _____, 20_____.

Surety Company Name

Attest:

Signature of Authorized Representative

Printed Name of Authorized Representative

(SEAL)

Title

SECTION 00 7316

PROJECT INSURANCE REQUIREMENTS

- A. Contractor shall purchase and maintain without interruption from the date of commencement of the Work until the date of final payment and for the additional periods specified herein, the following insurance and all insurance that may be required under any applicable law, written by insurance companies with a rating of at least an "A-VIII" in the latest addition of A.M. Best. If Contractor fails to obtain and keep in force the insurance required hereunder, Owner may obtain and maintain the required insurance in the name of Contractor and the cost thereof shall be payable by Contractor to Owner on demand. Failure to maintain the insurance coverage required or failure to comply fully with any of the insurance provisions as may be necessary to carry out the terms and provisions of the Contract Documents shall be deemed to be a material breach of the Contract Documents. Insurance requirements are independent of, and in addition to, Contractor's liability under the Contract Documents. Nothing in the Contract Documents shall be deemed to limit Contractor's liability under the Contract Documents to the limits of the insurance coverages required hereunder. Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby. Upon the execution of this Contract, the Contractor shall provide a Certificate of Insurance evidencing that the Contractor has obtained all of the insurance required herein. Throughout the duration of the Project, the Contractor shall provide replace/renewal certificates of insurance at least 60 days prior to the expiration date of any of the policies.
1. **Commercial General Liability ("CGL")** insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from Contractor's operations and completed operations under the Contract Documents, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, along with other coverages available to the Contractor under the CGL policy, each of the following:
- (a) At a minimum, the following limits and coverages:
 - (i) \$1,000,000 each occurrence or the full per occurrence limits of the policy, whichever is greater
 - (ii) \$1,000,000 personal and advertising injury or the full personal and advertising injury limits of the policy, whichever is greater
 - (iii) \$2,000,000 general aggregate or the full general aggregate limits of the policy, whichever is greater
 - (iv) \$2,000,000 products-completed operations aggregate or the full products completed operations aggregate limits of the policy, whichever is greater
 - (b) Coverage for ongoing operations, independent contractors, and any persons or entities performing work on behalf of Contractor.
 - (c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the statute of repose for the state in which the Project is located.
 - (d) An appropriate endorsement acceptable to Owner stating that "limits apply per project."
 - (e) Contractual liability coverage.
 - (f) Contain a severability or separation of insureds clause.
 - (g) The insurance maintained by Contractor shall be primary with respect to the interest of Owner, and any other insurance or self-insurance maintained by Owner or the Additional Insureds is in excess and shall not contribute to Contractor's insurance in all

instances regardless of any like insurance that Owner or the Additional Insureds may have.

- (h) No exclusion or limitation for residential construction.
- (i) Waiver of Subrogation endorsement in favor of Owner.

Contractor shall not permit any subcontractors of any tier to commence work on or relating to the Work until such subcontractor has complied with the insurance requirements set forth in this Exhibit. Contractor shall be responsible for any subcontractor's failure to comply with the requirements of this Exhibit as they apply to such subcontractor.

2. **Contractor's Pollution Liability** covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under the Contract. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided. Contractor shall continually renew this insurance for a minimum of two (2) years beyond the substantial completion date of the Work. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years beyond the substantial completion date."
3. **Commercial Automobile Liability** coverage to include any auto, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by Contractor or its subcontractors, including each of the following:
 - (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to Subcontractors or others providing services to Contractor).
 - (c) Waiver of Subrogation endorsement in favor of Owner.
4. Follow-form umbrella (excess) liability insurance with a limit of \$5,000,000 each occurrence in excess of the general liability, employer's liability, business automobile liability and Workers' Compensation liability coverages required of Contractor under this Exhibit. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separately with respect to the Project.
5. Workers' Compensation insurance, including employer's liability, for all persons whom Contractor employs (or uses as subcontract labor if the subcontractor is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Work is performed, and shall include the following:
 - (a) Coverage A (Workers' Compensation)- Statutory
 - (b) Coverage B (Employer's Liability)
At a minimum, the following limits and coverages:
 - (i) \$1,000,000 for each accident, for bodily injury by accident
 - (ii) \$1,000,000 for each employee, for bodily injury by disease
 - (iii) \$1,000,000 for each disease policy limit

- (c) Waiver of Subrogation endorsement in favor of Owner
 - (d) Contain endorsements that provide:
 - (i) Voluntary Compensation
6. Property insurance providing coverage for property in which Contractor retains the risk of loss including their own equipment, (stationary or mobile), tools (including employee tools), supplies, materials, or any other property owned or leased by Contractor. If Contractor chooses to self-insure any of the property described under this Section, it is agreed that Contractor shall hold Owner and its representatives, agents and employees harmless for any loss sustained by the Contractor of its equipment, tools, supplies, materials and other property of Contractor whether owned or leased.
7. Builders Risk insurance providing coverage as described in the Contract.
8. Additional Insureds: Additional insured endorsements acceptable to Owner, naming the Additional Insureds (which shall include Owner and the Architect) as additional insureds under the Contractor's CGL policy, the Commercial Automobile Liability policy and the umbrella (excess) liability insurance policy. The limits and coverages set forth in this Exhibit are the minimum requirements under the Contract Documents. The inclusion of these minimum requirements shall not be interpreted to restrict the rights of the Additional Insureds to the stated minimum coverage amounts in the event the Contractor maintains coverage at higher limits.
- B. Subcontractor's Insurance. Contractor shall require that each subcontractor comply with the insurance requirements above with the exception of that set forth in paragraph A.4 of this Exhibit. Before permitting any of its subcontractors to perform any Work, Contractor shall obtain a certificate of insurance from each such subcontractor evidencing that such subcontractor has obtained the required minimum insurance and has added those entities as additional insureds with respect to the Commercial General Liability and Commercial Automobile Liability insurance as required herein.

GENERAL REQUIREMENTS

SECTION 01 1401

PRESERVATION AND RESTORATION OF SITE FEATURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes
 - 1. Protection restoration of existing improvements.
 - 2. Restoration of existing improvements.
- B. Contractor shall coordinate work between all Subcontractors, sections, and trades required for the proper completion of the work.
- C. Contractor is responsible for all health and safety.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 IDENTIFICATION OF EXISTING FEATURES

- A. Prior to commencing construction activities, Contractor shall identify and delineate those areas or specific improvements that are not to be disturbed. Areas or specific improvements within the Limits of Work/Contract Limits and general work areas which are not to be disturbed shall be clearly marked or fenced. Monuments and markers shall be protected before construction operations commence. Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting designated areas, specific improvements, monuments, and markers at the Project Site.
- B. Prior to commencing construction activities, Contractor shall conduct a "walk-down" of the Project Site with Engineer and/or Owner. The purpose of such "walk-down" is to document pre-construction conditions of items/areas of concern.
 - 1. Contractor shall make note of any damage visible on items/areas of concern, with reference to specific location.
 - 2. Owner must be present for "walk-down" to be considered valid.

3.2 PROTECTION OF EXISTING FEATURES

- A. General
 - 1. All areas or specific improvements, including but not limited to vegetation, utilities, poles, wires, fences, curbing, property-line markers, and other structures, which must be preserved in place without being temporarily or permanently relocated shall be carefully supported and otherwise protected from damage by Contractor.
 - 2. As excavation approaches underground structures, digging by machinery shall be discontinued and the excavation shall be done by means of hand tools.

B. Pavements

1. On paved surfaces to remain, Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment, or store tools, equipment or materials which may cut or otherwise damage such surfaces.
2. All surfaces, which have been damaged by Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately prior to the beginning of construction operations. Such restoration shall meet the approval of Engineer.

C. Utilities

1. Safeguard and protect from damage any utility to remain in service. Before excavating near any utility, notify the utility owner, coordinate protective work, and comply with the utility owners' requirements.
2. All utility services shall be supported by suitable means so that the services shall not fail when tamping and settling occurs.
3. Where known utilities are encountered, notify Engineer and document location and type of utility before proceeding with work in such area.
4. When uncharted or incorrectly charted utilities are encountered, stop work and notify Engineer. Cooperate with the utility owners in maintaining their utilities in operation prior to resuming work.

- D. Retaining Structures: Provide bracing, shoring, sheeting, sheet piling, underpinning or other retaining structures necessary to guard against any movement or settlement of existing or new construction, utility systems, paving, or other improvements. Contractor assumes responsibility for the strength and adequacy of retaining structures, and for the safety and support of construction, utilities or paving, and for any movement, settlement or damage thereto.

3.3 REPLACEMENT

- A. In case of damage, Contractor shall notify the appropriate party so that proper steps may be taken to repair any and all damage done. When the Owner does not wish to make the repairs themselves, all damage shall be repaired by Contractor, or, if not promptly done by him, Engineer may have the repairs made at the expense of Contractor.
- B. Contractor shall patch, repair and/or replace all adjacent materials and surfaces damaged through the prosecution of work at no expense to Owner. All repair and replacement work shall match the existing in-kind. Final acceptance of said work shall be at the sole judgement of Owner.

3.4 RELOCATION

- A. If certain existing structures are encountered that in the opinion of Engineer require temporary or permanent relocation or removal, Engineer may order in writing that Contractor undertake all or part of such work or to assist the Owner in performing such work. For such occurrences, Contractor shall be compensated as applicable, as extra work.
 1. In removing existing structures, Contractor shall use care to avoid damage to the material, and Engineer shall include for payment only those new materials, which, in his judgment, are necessary to replace those unavoidably damaged.

- B. The structures to which the provisions of the preceding two paragraphs shall apply include structures which (1) are not indicated on the drawings or otherwise provided for, (2) encroach upon or are encountered near and substantially parallel to the edge of the excavation, and (3) in the opinion of Engineer will impede progress to such an extent that satisfactory construction cannot proceed until they have been changed in location, removed (to be later restored), or replaced. (See Item 3.19, "Sub-Surface Obstructions" also). Contractor shall protect items/areas of concern:

3.5 LAND RESOURCES

- A. Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subarticles.
- B. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. Contractor shall restore any such landscape features damaged or destroyed during construction operations.
 - 1. Trees which are to remain are shown on the Drawings. Unless specifically authorized by Engineer, no construction equipment or materials shall be placed or used within the drip line of trees shown on the drawings to be saved/to remain. No excavation or fill shall be permitted within the drip line of trees to be saved/to remain except as approved by Engineer.
 - 2. No ropes, cables, or guys shall be fastened to or attached to any tree(s) for anchorage unless specifically authorized by Engineer. Where such special use is permitted, Contractor shall provide effective protection to prevent damage to the tree.

3.6 WIND PROTECTION

- A. Should high wind warnings be issued by the U.S. Weather Bureau, Contractor shall take every precaution to minimize danger to persons, to the work, and to adjacent properties.

3.7 TREE PROTECTION FENCING

- A. Install fencing completely around all trees to be protected within the project area as shown on the Drawings or as directed by Engineer. Install fencing before any construction activities commence and maintain in place until final grading and seeding is complete and accepted.
- B. Contractor shall not place, or stockpile, any construction or excavation materials within the drip line of any trees. Vehicle and construction equipment shall not be parked, nor left running (idling), within the drip line of any tree.
- C. Any excavation within the drip line of trees to be protected shall be performed by hand, unless otherwise directed by Engineer.
- D. Where construction equipment must pass within the drip line of trees to remain, Contractor shall install wooden tree protection on the trunk of the tree, as detailed, and as directed by Engineer.

Athletic Facilities Improvements at RHAM High School
Hebron, Connecticut

- E. Where excavation requires the cutting of tree roots, roots shall be cut with sharp cutting tools and reburied as soon as possible. Until roots can be reburied, the exposed roots are to be covered with wet burlap to prevent roots from drying out. The burlap is to be kept wet until the roots can be reburied.
- F. Where cutting of tree root system has occurred, Contractor shall water the tree root system to the extent of the tree canopy with at least $\frac{1}{2}$ inch of water within 72 hours of when the damage occurred.
- G. When less than $\frac{1}{2}$ inch of water has fallen during a 7-day period, Contractor shall water the tree root system to the extent of the tree canopy with at least $\frac{1}{2}$ inch of water.
- H. Trees damaged by construction activities are to be repaired within 72 hours using current arboricultural standards. Those trees determined by Engineer to be damaged beyond repair shall be removed and replaced by Contractor at no additional cost to Owner.

END OF SECTION

SECTION 01 2000

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 BASIS OF PAYMENT

- A. Payments to the Contractor shall be based upon the bid prices provided by Contractor on the Bid Sheet. All payments will be made to Contractor in accordance with the terms and conditions of the Contract between Contractor and Owner.
- B. For lump sum payment items, progress payments to the Contractor shall be based upon the percentage complete of the lump sum tasks. The estimate shall be based on the approximate quantity of Work completed in accordance with the Contract Plans and Specifications. Estimates of the percentage of lump sum items complete shall be submitted with the Application for Payment. If appropriate, the Owner may request backup documentation to support partial payment of lump sum items. Such documentation may include vendor invoices or personnel timesheets.
- C. The Contractor shall accept payment as full compensation for furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the Work and for performing all Work contemplated and embraced by the Contract and the Bid Documents.

1.2 APPLICATION FOR PAYMENT

- A. Contractor shall submit Applications for Payment at a frequency of no greater than once per month. Applications for payment shall state the period covered and contain a listing of the Work items for which payment is being requested, percentages complete for lump sum items or quantities completed for unit price items, and a summary of billings to date (by Work item) and payments made. Applications for payment shall be reviewed by the Engineer and approved by the Owner.
- B. On the 25th of each month submit an itemized Application of Payment to Owner, with all required supporting documents, covering the Work completed as of the date of the Application for Payment.
- C. Form of Submittal: Submit Schedule of Values on AIA Document G702, Application and Certificate for Payment or computer-generated form of the same style acceptable to Engineer.
- D. Submit a progress schedule update with each Application for Payment.
- E. When Owner requires substantiating data, Contractor shall submit suitable information with cover letter identifying Application of Payment number and date, line item by number and description.
- F. Progress Payments
 - 1. Progress payments shall be made to Contractor in accordance with the terms of the Contract between the Contractor and the Owner.
 - 2. Progress payments will be based upon progress estimates by Contractor and verified by Engineer of the actual physical progress of the work, utilizing the Schedule of Values approved by Engineer.

1.3 INCIDENTAL WORK

- A. Incidental work shall be defined as all work not otherwise specified but obviously necessary for the proper completion of the work as specified and shown the Drawings.
- B. The Contractor shall be responsible for all incidental work items. The Owner may eliminate any items of Work, or portions of Work from the contract as deemed to be in the Owner's interest. Such action shall in no way invalidate the Contract. No payment shall be made to the Contractor for anticipated profits from Work that is eliminated from the contract by the Owner.
- C. Incidental work items for which payment is not measured or made include, but are not limited to:
 - 1. Protection in-place all existing utilities and structures;
 - 2. Implementation of standard health and safety requirements specific to each Work task (e.g., personal protective equipment, support equipment, monitoring personnel, etc.);
 - 3. Clean up; and
 - 4. Cooperation with other Contractors.

1.4 RETAINAGE

- A. The Owner shall retain payments valued at ten (10) percent of the total project cost until the requirements of Section 01 7700 – Project Close-Out have been met to the satisfaction of the Engineer and Owner.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 2010

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Definition and description of measurement and payment criteria for Bid Items to be used for the work.
2. Definition and description of measurement and payment criteria for Alternate Bid Items to be used for the work.

B. Refer to the Bid Form for the preparation of bid pricing in conjunction with this Section.

1.2 MEASUREMENT OF QUANTITIES

A. Lump Sum Items

1. No quantities will be measured. The work is to be completed as a complete functional system as shown on the Drawings and as called for in the Specifications. Refer to individual Bid Items.

B. Unit Price Items

1. There are no unit price items in the contract.

C. Allowances

1. There are no allowances in the contract.

1.3 PAY ITEMS

A. Lump Sum Items

1. Payment for lump sum Work shall be made in accordance with the accepted Schedule of Values.
2. An unbalanced or front-end loaded Schedule of Values will not be acceptable.
3. Payment for lump sum Work covers all Work required to complete the work as shown or specified and shall be based on the breakdown included in the approved Schedule of Values.
4. Alternates
 - a. If selected by Owner, Add Alternates will be in addition to the Base Bid.
 - b. If selected by Owner, Deduct Alternates will be subtracted from the Base Bid.

B. Unit Price Items

1. There are no unit price items in the contract.

C. Allowances

1. There are no allowances in the contract.

1.4 BASE BID ITEMS

A. Bid Item 1 – Athletic Facility Improvements

1. Description: Contractor shall perform all work as shown on the Drawings and called for in the Specifications to include the following:

Mobilization, Site Preparation, and Close-out: Mobilize all necessary personnel, tools and equipment; prepare the Project Site as shown on the Drawings, as called for in the Specifications, and as required to complete the work in a safe and controlled manner; establish and maintain temporary facilities or work practices as shown on the Drawings, as called for in the Specifications, and as required to complete the work including, but not necessarily limited to, administrative facilities, fencing, barriers, warning signs, erosion and sedimentation controls and related facilities. At the conclusion of the work, restore and stabilize affected areas and fully demobilize all temporary facilities, equipment, and materials; complete close-out as shown on the Drawings and as called-for in the Specifications.

Site Demolition: Demolish and completely remove those improvements and appurtenances as called-for in the Specifications, shown on the Drawings, or as otherwise clearly required to completed the Work. Provide for the off-site removal and legal disposal of all demolition waste.

Site Grading: Provide all required clearing, material import/export, earthwork, grading, filling, compaction, and testing, of earth materials to the lines and grades depicted on the Drawings and as called-for in the Specifications.

Construction of Site Improvements: Provide for the installation of pavements, walks, slabs/pads, signs, pavement markings, loam and seed, restoration, and other site improvements as depicted on the Drawings and as called-for in the Specifications.

Incidental work: Contractor shall include in his price for this Bid Item all incidental work items required to complete the work as shown on the Drawings and as called for in the Specifications. Incidental work shall be defined as all work not otherwise specified but obviously necessary for the proper completion of the work, including, but not necessarily limited to, permitting, fees, meetings, performance-based design, submittals, construction layout, measurements, testing, inspections, general project coordination, health and safety, and project documentation.

- a. Measurement – This item will be measured for payment on a Lump Sum basis.
- b. Payment – The Lump Sum payment under this item will be considered full compensation, including Contractor’s overhead and profit, for all labor, equipment, materials, supplies, supervision and other fees required for the work. Payment for this

lump sum item will be made based on the percentage of work completed, as determined by Engineer.

1.5 ALTERNATE BID ITEMS

A. Alternate 1 - Improvements to Softball Field Dugouts

1. Description: Provide for the installation of concrete slabs, frame/fabric canopy system, vinyl privacy slats, and installation (anchoring) of player benches (benches supplied by owner) on (2) two softball field dugouts as depicted on the Drawings and as called-for in the Specifications.
 - a. Measurement – The Alternate is an “Add” Alternate. This Alternate item, if selected by Owner, will be measured for payment on a Lump Sum basis.
 - b. Payment – Payment under this Alternate item, if selected by Owner, will be considered full compensation, including Contractor’s overhead and profit, for all layout, labor, equipment, materials, supplies, supervision and other fees required for the work. Payment for this lump sum Alternate item will be made based on the percentage of work completed, as determined by Engineer.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 2973

SCHEDULE OF VALUES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Preparation and submittal of a Schedule of Values.
2. Updating Schedule of Values.

1.2 DEFINITIONS

- A. The Schedule of Values is an itemized list that establishes the value of each part of the Work for a stipulated price contract and for major lump sum items in a unit price contract. The Schedule of Values is used as the basis for preparing applications for payments. Quantities and unit prices may be included in the schedule when designated by Engineer.

1.3 SCHEDULE OF VALUES SUBMITTAL

- A. Submit a Schedule of Values to Engineer within ten (10) days of executing an Agreement with Owner. Upon Engineer's request, Contractor will provide supportive data substantiating their correctness. Use Schedule of Values only as basis for Contractor's Application for Payment.
- B. Form of Submittal: Submit Schedule of Values on AIA Document G703, or computer generated form of the same style, using Table of Contents of these Specifications as basis for format for listing costs of work for all Divisions.
- C. Identify each line item with number and title as listed in Table of Contents in these Specifications. Each line item shall be identified with number and title of the specification section, value, and quantities (if requested).
1. Itemize separate line item cost for each of the following general cost items: Performance and Payment Bonds (if applicable), field supervision and layout, temporary facilities and controls.
 2. Line items including Subcontract work shall be subdivided so as to indicate value of such work.
 3. For each line item which has installed value of more than \$10,000, break down costs to list major products for operations under each item, rounding figures to nearest dollar.
- D. Make sum of total costs of all items listed in Schedule equal to total Contract Sum.

1.4 REVIEW AND RESUBMITTAL

- A. After Engineer's review and approval, the Schedule of Values shall be reviewed and approved by the bonding company (if applicable). A letter of approval from the bonding company (if applicable) approving the Schedule of Values shall accompany the final submittal of the Schedule of Values to Engineer.

- B. Payment based on the Schedule of Values shall not be until all approvals are obtained. If requested, revise and resubmit Schedule of Values until approvals are obtained.

1.5 MODIFICATIONS

- A. During progress of the Work, the Schedule of Values as approved by Owner shall be modified to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract. Such updated Schedule of Values shall be used for Applications for Payment.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 3100

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
- B. Contractor shall coordinate work between all Subcontractors, sections, and trades required for the proper completion of the work.
- C. Contractor is responsible for all health and safety.

1.2 SUBMITTALS

- A. Contractor Personnel
 - 1. Prior to the start of construction, submit a list of key Contractor personnel, including site superintendent, project manager, and other key personnel on the project team and/or at the Project Site. Include the following information in tabular form:
 - a. Individuals' name and their duties and responsibilities
 - b. Field office and/or home office mailing address
 - c. Office or field office telephone number(s),
 - d. Cellular telephone number
 - e. E-mail address. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
- B. Subcontractor List
 - 1. Prepare a written summary identifying individuals or firms proposed for each portion of the work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - a. Name, address, and telephone number of entity performing subcontract or supplying products.
 - b. Number and title of related Specification Section(s) covered by subcontract.
 - c. Drawing number and detail references, as appropriate, covered by subcontract.
- C. Post copies of lists in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.3 GENERAL COORDINATION PROCEDURES

- A. Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract and for safety, as well as conformity and timeliness of all portions of the Work.
- B. Contractor's Superintendent
 - 1. Contractor shall employ and assign a competent Superintendent whose qualifications shall be acceptable to Owner. Superintendent shall serve on a full-time basis at the Project Site and shall be authorized to act on behalf of Contractor in all matters related to the Work.
 - 2. The same person shall continue in the capacity of Superintendent until the Work has been completed, the Superintendent ceases to be employed by Contractor, or the Superintendent becomes sick or disabled. If at any time the Superintendent is not satisfactory to Owner, Contractor shall, if requested by Owner, replace the Superintendent with another satisfactory to Owner.
 - 3. The Superintendent or his designated representative must be present at the Project Site at all times when on-site Work is performed.
- C. Coordinate work included in different Specification Sections and/or on different Drawings to ensure efficient and orderly installation of each component of the work, to ensure coordination of those project elements that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the work depends on completion or installation of other parts of the work.
 - 2. Coordinate completion of work and/or installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- D. Contractor shall coordinate work between all Subcontractors, sections, and trades required for the proper completion of the work.
- E. Contractor shall ensure that each Subcontractor shall coordinate its construction operations with those of other Subcontractors and entities to ensure efficient and orderly installation of each part of the work. Contractor and each Subcontractor shall coordinate their respective operations with other operations included in different Specification Sections and/or Drawings that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- F. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their work is required.
- G. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
- H. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the

information and resolution of conflicts between installed components before submitting for review.

- c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
- f. Indicate required installation sequences.
- g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.5 REQUESTS FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Architect will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Engineer.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.

11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: If not provided by Engineer, utilize a Contractor-provided form that meets Engineer's approval.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven (7) working days for Engineer's response for each RFI.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to the Agreement and/or applicable Division 1 Specifications.
 4. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer and Owner in writing within 5 working days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log to Engineer weekly. At a minimum, include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.

6. Date the RFI was submitted.
 7. Date Engineer's response was received.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within five (5) working days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 3120

QUALITY CONTROL

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Quality assurance and control of installation.
 - 2. References.
 - 3. Field samples.
 - 4. Inspection and testing laboratory services.
 - 5. Manufacturers' field services and reports.
- B. Contractor shall coordinate work between all Contractors, sections, and trades required for the proper completion of the work.
- C. Contractor is responsible for all health and safety.
- D. Sampling and testing services are Contractor's responsibility for this project. All Quality Assurance and Quality Control shall be the responsibility of Contractor via Testing Agency and Testing Laboratory as applicable. Contractor shall retain and pay for the services of such Testing Agency/Testing Laboratory to perform all testing in accordance with applicable standards.

1.2 REFERENCES

- A. Reference to any technical society, organization, group or regulation are made in accordance with applicable designation and unless otherwise noted or specified, all work shall conform to the latest edition as applicable.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.

- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Laboratory: An entity engaged to perform specific laboratory tests.
- H. Testing Agency: An entity engaged to collect samples, perform specific in-field tests, and/or inspections. The Testing Laboratory may provide the services of the Testing Agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- K. Experienced: When used with an entity or individual, “experienced” means having successfully completed the minimum number and type of projects indicated in individual Specification Sections, or in the absence of such specified minimum number and type, a minimum of ten (10) years in the execution of projects that are similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of all authorities having jurisdiction.

1.4 SUBMITTALS

- A. Qualification Data: For Contractor’s quality-control personnel.
- B. Contractor’s Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work.
- C. Testing Agency Qualifications: For testing agencies specified in “Quality Assurance” Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.

4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and re-inspecting.
- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. Contractor Responsibilities: Quality-Assurance services are Contractor's responsibility for this project. Contractor shall retain the services of a third-party Testing Agency and Testing

Laboratory to perform sampling and testing as required. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility.

- B. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- C. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce Work of specified quality.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- E. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- F. Testing Laboratory and Testing Agency Qualifications: An independent agency with the experience and capability to conduct inspection, sampling, testing, and analysis required, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- G. Preconstruction Testing: Where Testing Agency or Testing Laboratory is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - 2. Testing Agency /Testing Laboratory Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Owner. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- H. Pre-Construction Submittals:
 - 1. Concrete
 - a. Design Data: Submit Mix Design data for each class of Ready-Mix Concrete at least 15 calendar days prior to start of specified work.

2. Earthwork

- a. Site Characterization of Off-Site Borrow Sources: The following information shall be submitted to Engineer for review at least two weeks prior to use of an off-site borrow source:
 - 1) Location and name of the borrow source site.
 - 2) Owner and contact information for the borrow source site.
 - 3) Present and past usage of the source site and materials.
 - 4) Any previously existing report(s) associated with an assessment of the source site as relates to the presence of oils, hazardous materials, or other organic and non-organic constituents which may be considered contaminants.
 - 5) Location within the site from which the material will be obtained.
 - b. Chemical Testing Data: For each type/classification of earth material proposed and each source of earth material proposed: Submit a letter signed by an authorized representative of material supplier stating that such proposed material is free of oils, hazardous materials, or other organic and non-organic constituents which may be considered contaminants.
 - c. Samples: 50-pound sample of each type of off-site bedding, fill, aggregates, and backfill that are proposed for use at the Project Site in an air-tight container for the testing laboratory, a minimum of two weeks prior to delivery of such material to the site. Use of these proposed materials by Contractor prior to testing and approval or rejection shall be at Contractor's risk.
 - d. Material Testing Data
 - 1) Gradation analysis for each type of borrow and on-site fill materials by ASTM D422.
 - 2) Soil classification (ASTM D2487) and Moisture-Dry Density Curve (Proctor Test-Modified) by ASTM D1557 for all proposed fill and backfill materials at a frequency of one (1) test per every 50 cubic yards of material type. One test minimum for materials less than 50 cubic yards.
3. Other: Submit product data for all materials or products proposed for use on the project. Submit manufacturer's product data, descriptive data, and/or other documentation required to demonstrate proposed materials or products conform with the requirements of the Contract Documents.

1.7 QUALITY CONTROL

- A. Contractor Responsibilities: Quality-control services are Contractor's responsibility for this project. Contractor shall retain the services of a third-party Testing Agency and Testing Laboratory to perform sampling, testing, monitoring, or inspection as required. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

Athletic Facilities Improvements at RHAM High School
Hebron, Connecticut

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify Testing Agency at least 24 hours in advance of time when Work that requires sampling, testing, monitoring, or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Re-testing/Re-inspecting: Provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm as required and/or on instructions by Engineer. Payment for retesting will be charged to Contractor by deducting inspection or testing charges from the Contract Sum/Price.
- C. Testing by Owner, Discretionary Testing: Engineer reserves the right to perform any material testing or in-field testing on the project, reserves the right to determine the suitability of all materials to be used for in the work, and to reject any material or completed construction that is not in conformance with applicable Specifications or standards.
- D. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.

- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- F. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 - 1. Distribution: Distribute schedule to Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.
- G. Test Requirements: Concrete
 - 1. Tests will be required to determine whether the concrete being produced complies with the standard of quality and strength as specified.
 - 2. Additional Tests: Additional testing of in-place concrete shall be conducted when test results indicate that specified concrete strengths and other characteristics have not been attained. Additional testing shall consist of cored cylinders to determine adequacy of concrete or other non-destructive testing methods that may be approved by Engineer. Contractor shall pay for all such additional testing. Any holes made shall be patched by the Contractor at their expense.
 - 3. Testing Standards
 - a. Sampling: ASTM C172. Collect samples of fresh concrete to perform tests specified.
 - b. Concrete aggregate materials proposed for use in the work shall be sampled and tested in accordance with ASTM C33.
 - c. Portland Cement shall be sampled and tested in accordance with ASTM C150.
 - d. Slump Tests: ASTM C143. Take concrete samples during concrete placement. The maximum slump may be increased as specified with the addition of an approved admixture provided that the water-cement ratio is not exceeded.
 - 1) Frequency: Perform tests at commencement of concrete placement, when test cylinders are made, and for each batch (minimum) or every 20 cubic yards (maximum) of concrete unless otherwise specified or called-for.
 - e. Air Content: ASTM C231 (primary method) or ASTM C173 (secondary method).
 - 1) Frequency: Test air-entrained concrete for air content at the same frequency as specified for slump tests.
 - f. Temperature Tests: ASTM C1064.
 - 1) Frequency: Test the concrete delivered and the concrete in the forms. Perform tests in hot or cold weather conditions (below 50 degrees F and above 80 degrees F) for each batch (minimum) or every 20 cubic yards (maximum) of concrete,

unless otherwise specified or called-for, until the specified temperature is obtained, and whenever test cylinders and slump tests are made.

- g. Compressive Strength Tests: ASTM C39. Make five test cylinders for each set of tests in accordance with ASTM C31. Take precautions to prevent evaporation and loss of water from the specimen. Test two cylinders at 7 days, two cylinders at 28 days, and hold one cylinder in reserve.
 - 1) Frequency: Samples for strength tests of each mix design (class) of concrete placed each day shall be taken not less than once a day, nor less than once for each 50 cubic yards of concrete, nor less than once for each 1,000 square feet of surface area for slabs (including walks and sidewalks) or walls.

H. Test Requirements: Earthwork

- 1. Compaction Testing: Perform compaction testing (i.e. ASTM D2922 and ASTM D3017 or ASTM D1556) at the frequency indicated below.
 - a. Trench: 1 test per lift, every 500 square-feet or 200 feet of trench.
 - b. Embankment, fill, base, or bedding: 1 test per lift, every 1,000 square feet.
 - c. Additional compaction testing may be required when there is evidence of a change in the quality of moisture control or the effectiveness of compaction.
- 2. If testing indicates that compacted subgrade, backfill, or fill are below specified density, additional compaction and/or replacement of material shall be provided at no expense to Owner until required compaction is achieved.
- 3. Compaction Density: Compaction density shall be expressed as a percentage of maximum dry density at optimum moisture content according to ASTM D 1557 Method C. Density indicated is minimum required.
 - a. Under structures, pavements, slabs, and sidewalks: 95 %
 - b. Utilities, below pipe centerline: 95%
 - c. Utilities below unpaved surface, above pipe centerline: 92%
 - d. Utilities below paved surface, above pipe centerline: 95%
 - e. Embankments: 92%
 - f. Landscaped areas: 90 %.

I. Submittals

- 1. Concrete
 - a. Delivery Tickets: Provide delivery tickets with each load of concrete delivered to the Project Site. Delivery tickets shall provide the following information:
 - 1) Project name printed on ticket.

- 2) Name of producer, identification of plant.
 - 3) Date and time of day.
 - 4) Type of material.
 - 5) Cubic yards of material loaded into truck.
 - 6) Project number, purchase order number, name of Contractor (if Contractor other than producer).
 - 7) Truck number for specific identification of truck.
 - 8) Individual aggregate, cement, water weights (masses) and any admixtures shall be printed on plant tickets.
 - 9) Water/cement ratio.
 - 10) Additional water allowance in gallons based on water/cement ratio for mix.
- b. Test Repots: Submit test reports for all concrete testing.
2. Earthwork
 - a. Compaction test results keyed to date and specific location of testing.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Engineer.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

Athletic Facilities Improvements at RHAM High School
Hebron, Connecticut

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01 3216

CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Preparation of a Construction Schedule.
 - 2. Updates/revisions to the Construction Schedule throughout the duration of the Work.
- B. Contractor shall coordinate work between all Subcontractors, sections, and trades required for the proper completion of the work.

1.2 DEFINITIONS

- A. Activity: The smallest amount of Work or a single type of Work completed in one specific area of the project defined in the Construction Schedule. Non-Work Activities are included in a schedule when they significantly constrain production activities.
- B. Baseline Schedule: A schedule that has been agreed upon by all parties to be the basis upon which to calculate time and earnings progress. The originally-approved Construction Schedule is the first baseline schedule. New baselines will be established following agreements of cost and time as included in construction contract modifications.
- C. Construction Schedule: A method of planning and scheduling the Work of the project utilizing a horizontal bar chart format with a separate bar for each Activity with appropriate date/timing data that is an effective tool for planning and monitoring the progress of the Work.
- D. Critical Path: That set of activities from the start of the Work through to the end of the Work, that have the minimum Total Float. This Total Float is a shared property of all activities on the Critical Path.
- E. Free Float: The amount of time that a schedule activity can be delayed without delaying the early start date of any immediately following schedule activities.
- F. Milestone: A key event, deliverable, and/or date that will have the greatest impact on the schedule.
- G. Slippage: The time a project or project activity is late compared to the initial Baseline Schedule as the variation between the planned dates of a project starting and finishing or a project activity starting and finishing.
- H. Total Float: The total amount of time that a schedule activity may be delayed from its early start without delaying the project finish date, or violating a schedule constraint.

1.3 CONSTRUCTION SCHEDULE FORMAT

- A. Format: Utilize a horizontal bar chart (Gantt format) with a separate bar for each Activity with appropriate date/timing data. Clearly label each Activity and corresponding date/timing data.

- B. Scale and Spacing: Provide space for notations and revisions.
- C. Sheet Size: Minimum sheet size 11 inches by 17 inches. Provide both print and electronic (Portable Document Format; .pdf) versions of the Construction Schedule.
- D. Sequence of Listings: The chronological order of the start of each Activity.

1.4 CONSTRUCTION SCHEDULE CONTENT

- A. Show complete sequence of construction by Activity, with dates of project start and project completion and dates of start and completion of each Activity. The Critical Path with Baseline must be indicated.
- B. Depict Milestones associated with each Activity.
- C. Show accumulated percentages of completion of each Activity, and total percentage of Work completed, as of the first day of each month.

1.5 SUBMITTALS

- A. Construction Schedule.
 - 1. Submit an initial Construction Schedule within 5 days after date of Notice of Award. After review, resubmit revised Construction Schedule, as required, within 3 days.
 - 2. Submit revised/updated Construction Schedule to Owner and Engineer weekly.
 - 3. Submit one (1) revised/updated Construction Schedule with each Application for Payment.
 - 4. Provide sufficient paper copies of updated Construction Schedule for all attendees at periodic construction meetings, and other project meetings as required. Provide additional copies for periodic distribution as required.

1.6 QUALITY ASSURANCE

- A. Utilize skilled personnel with experience in construction scheduling and reporting techniques.

1.7 REVISIONS

- A. Indicate progress of each Activity and projected completion date of each Activity.
- B. Identify Activities modified since previous schedule, major changes in scope, Slippage, and other identifiable changes.
- C. Provide narrative report to define problem areas, anticipated delays, and impact on schedule.
- D. Report corrective action taken, or proposed, and its effect.

1.8 DISTRIBUTION

- A. Distribute copies of the Construction Schedule to Owner, Engineer Subcontractors, suppliers, and other concerned parties as appropriate.

Athletic Facilities Improvements at RHAM High School
Hebron, Connecticut

- B. Instruct recipients to promptly report, in writing, problem anticipated by projections indicated in schedules.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 3300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Requirements and procedures for preparing and transmitting data to Engineer.
2. Various submittals are specified under applicable Specification Sections.

- B. Unless otherwise stipulated herein, all submittals requiring review for conformance with the design documents shall be transmitted by mail to the following address:

BSC Group
300 Winding Brook Drive
Glastonbury, CT 06033
Phone: 860-652-8227
Attention: Jesse Harris, PLA

or by or electronic mail to the following address:

jharris@bscgroup.com

1.2 DEFINITIONS

- A. Conforms: The term “Conforms,” when applied by the Engineer to the Contractor’s submittals, drawings or documents, shall mean the submittals, drawings or documents are satisfactory from the standpoint that the Engineer has not observed any statement or feature that appears to deviate from the Specifications requirements. The Contractor shall retain the entire responsibility for complete conformance with all of the Specification’s requirements.
- B. Conforms As Noted: The term “Conforms As Noted” when applied by the Engineer to the Contractor’s submittals, drawings or documents, shall mean the submittals, drawings or documents conform as defined above, except that the changes shown are necessary to be in conformance with the Specification’s requirements. On the basis that the Contractor shall retain the entire responsibility for compliance with all of the Specification’s requirements, the Contractor shall either:
1. Incorporate the changes into its work, drawings or documents if the change does not affect the Contractor’s responsibility under warranty.
 2. Inform the Engineer that the changes cannot be made without prejudice to the Contractor’s responsibility under the warranty and resubmit with explanations of the reasons therefore.
- C. Does Not Conform or Revise and Resubmit: The terms “Does Not Conform” or “Revise and Resubmit” when applied by Engineer to Contractor’s submittals, drawings or documents, shall mean the submittals, drawings or documents are not satisfactory from the standpoint that the

Engineer has observed statements or features that appear to deviate from the Specifications requirements.

1.3 CONTRACTOR RESPONSIBILITIES

- A. Prepare submittals and review for accuracy prior to submission, and respond to Engineer's action.
- B. Determine and verify:
 - 1. Field measurements;
 - 2. Field construction criteria; and
 - 3. Conformance to Specifications.
- C. Coordinate each submittal with requirements of Work and of Contract Documents.
- D. Notify Engineer in writing, at time of submission, of any deviations in submittals from requirements of drawings, Specifications and Contract Documents.

1.4 SUBMITTAL PROCEDURES

- A. Coordinate preparation and processing of submittals with performance of construction activities. Unless a specific submittal time-frame is specified in the related specification Section, transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with phases of the Work that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - 3. At a minimum, submittals shall be provided to Owner and Engineer in duplicate. Additional requirements for the number of submittals are contained in the specific Specification Sections.
 - 4. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
 - a. Allow five (5) working days for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Engineer will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. Any submittals which may require review and/or approval by an outside Agency (City, Town, utility, etc.) shall be allocated a minimum of twenty (20) working days. The Owner shall not be held responsible for any delay associated with the approval or rejection of any substitution or other revisions proposed by the Contractor.

- c. If an intermediate submittal is necessary, process the same as the initial submittal.
 - d. Allow five (5) working days for reprocessing each submittal.
 - e. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label, cover page or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label, cover page or title block.
- 1. Provide a space approximately 4" x 5" on the label, cover page or beside the title block to record the Contractor's review and approval markings and the action taken.
 - 2. Include the following information on the label for processing and recording action taken:
 - a. Submittal name, number and topic.
 - b. Date of submission.
 - c. Name and address of Contractor.
 - d. Number and title of appropriate Specification Section annotated in accordance with this Section.
 - e. Drawing number and detail references, as appropriate.
 - f. Identification of revisions on re-submittals.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than Contractor will be returned without action.
- 1. All submittals shall be sent with an official transmittal.
 - 2. With each submittal, provide the Specification Section or sheet number the item submitted is found under and a descriptive generic name based on its content.
 - 3. Number each transmittal consecutively starting with 001. If requested by Engineer, match the submittal numbering indicated on the Submittal Schedule or Submittal Log.
 - 4. All submittals shall be numbered conforming to the following example, with each component separated by a dash (-):

Submittal Numbering Format

A	B	C	D
001	01 5713	Silt Fence	New
002	31 2310	Granular Fill	New
002A	31 2310	Granular Fill	Resubmitted
002B	31 2310	Granular Fill	Additional Information

- a. The chronological identification number assigned to the submittal package.
- b. The Specification Section or sheet number the item submitted is found under.
- c. Keyword(s) from the descriptive generic submittal name.
- d. The status of the submittal.

Example

001-01 5713-Silt Fence-New

5. When re-submitting a rejected submittal or additional information, identify submittal with the original submittal number followed by a letter, starting with “A” and continuing for each subsequent re-submittal, to designate the additional submission(s).
6. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor’s certification that information complies with Contract Document requirements.
7. Distribution: Following response to the initial submittal, Contractor shall print and distribute copies to the Subcontractors and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
8. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

1.5 SUBMITTAL SCHEDULE

- A. Engineer will prepare a schedule of submittals for the project and provide an initial copy of same to Contractor.
- B. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor’s construction schedule.
- C. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item, and the submittal for it, conforms in all respects with the requirements of the Contract Documents. By affixing his signature to each submittal, Contractor is certifying that this coordination has been performed.
- D. Coordinate the schedule with all necessary subcontractors to ensure their understanding of the importance of adhering to the approved schedule and their ability to so adhere. Coordinate as required to ensure the grouping of submittals as appropriate.
- E. Distribution: Following response to initial submittal schedule, print and distribute copies to the Engineer, Subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- F. Tracking: Provide Engineer, at the beginning of each month, a list of all submittals over the previous month. Include the date each submittal was sent to Engineer, the content of each transmittal and the disposition of the submittal.

1.6 ENGINEER'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. No Exceptions Taken or Conforms: The term "No Exceptions Taken" or "Conforms," when applied by the Engineer to the Contractor's submittals, drawings or documents, shall mean the submittals, drawings or documents are satisfactory from the standpoint that the Engineer has not observed any statement or feature that appears to deviate from the Contract Specifications, Drawings, or other applicable Contract Documents. That part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Specifications, Drawings, or other applicable Contract Documents; final acceptance will depend upon that compliance. Contractor shall retain the entire responsibility for complete conformance with such Contract Specifications, Drawings, or other applicable Contract Documents.
 2. Conforms As Noted or Furnish as Corrected: The term "Conforms as Noted" or "Furnish as Corrected" when applied by the Engineer to the Contractor's submittals, drawings or documents, shall mean the submittals, drawings or documents conform as defined above, except that the changes shown are necessary to be in conformance with the Contract Specifications, Drawings, or other applicable Contract Documents. That part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Specifications, Drawings, or other applicable Contract Documents; final acceptance will depend on that compliance. On the basis that, Contractor shall retain the entire responsibility for compliance with all of the Specification's requirements, the Contractor shall either:
 - a. Incorporate the changes into its work, drawings or documents if the change does not affect the Contractor's responsibility under warranty.
 - b. Inform the Engineer that the changes cannot be made without prejudice to the Contractor's responsibility under the warranty and resubmit with explanations of the reasons therefore.
 3. Does Not Conform or Revise and Resubmit: The terms "Does Not Conform" or "Revise and Resubmit" when applied by Engineer to Contractor's submittals, drawings or documents, shall mean the submittals, drawings or documents are not satisfactory from the standpoint that the Engineer has observed statements or features that appear to deviate from

the Contract Specifications, Drawings, or other applicable Contract Documents. Contractor shall not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. In response to this stamp, Contract shall either:

- a. Revise the submittal to conform with the Contract Specifications, Drawings, or other applicable Contract Documents and re-submit.
 - b. Update the submittal with additional information as required and re-submit.
 - c. Prepare a new submittal in accordance with notations and/or the requirements of the Contract Specifications, Drawings, or other applicable Contract Documents and re-submit.
4. Rejected: The term “Rejected,” when applied by Engineer to Contractor’s submittals, drawings or documents, shall mean the submittals, drawings or documents are not satisfactory from the standpoint that the Engineer has observed statements or features that appear to deviate from the Contract Specifications, Drawings, or other applicable Contract Documents. Contractor shall not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Submittals that are rejected shall be revised as required to conform with the Contract Specifications, Drawings, or other applicable Contract Documents.
- a. Do not permit submittals marked “Rejected” to be used at the Project site, or elsewhere where Work is in progress.
5. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will not be returned unless specifically requested and will be marked “Action Not Required” on Contractor’s record of submittal. Submittals which are prepared but are not required will not be processed.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 5713

TEMPORARY EROSION AND SEDIMENTATION CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Installation of temporary erosion and sedimentation control measures
2. Maintenance of temporary erosion and sedimentation control measures.
3. Monitoring of site condition and installation of supplemental temporary erosion and sedimentation control measures.
4. Sediment removal and disposal
5. Temporary seeding or other surface stabilization measures.
6. Removal of temporary erosion and sedimentation control measures.
7. Monitoring, documentation, and recordkeeping.
8. Installation of permanent erosion control materials.
9. Final cleanup.

B. Erosion and sediment control techniques include, but are in no way limited to, silt fence, hay bales, drainage structure inserts/filters, mulching with hay/straw, netting/matting, grassing, stone dikes/berms/check-dams, compost blankets and berms, barriers, diversions, traps, basins, and appurtenances which will ensure that erosion and sediment pollution will be either eliminated or maintained within acceptable limits.

C. The measures specified herein are the minimum requirements which Contractor shall comply to control erosion and siltation throughout execution of the work. Contractor shall provide additional work if necessary to control erosion and siltation throughout the duration of the construction as conditions dictate, or as directed by Engineer.

D. Contractor shall coordinate work between all Contractors, sections, and trades required for the proper completion of the work.

E. Contractor is responsible for all health and safety.

1.2 SUBMITTALS

- A. Submit material specifications and shop drawings for all materials furnished under this Section.
- B. Prior to the start of the construction, submit schedule for the construction of required stormwater detention basins, temporary and permanent erosion and sedimentation control measures, clearing and grubbing, grading, structures at watercourses, construction, and paving.
- C. During construction, submit to Engineer schedule changes that affect timing of construction.

- D. Submit copies of all inspection and maintenance report forms.

1.3 REFERENCES

- A. Reference herein to any technical society, organization, group or regulation are made in accordance with the following abbreviations and, unless otherwise noted or specified, all work under this Section shall conform to the latest edition as applicable.
- B. Regulations of Connecticut State Agencies (RCSA)
 - 1. 22a-315-10 through 19, Soil and Water Conservation
- C. Connecticut Department of Energy and Environmental Protection (DEEP)
 - 1. Connecticut Guidelines for Soil Erosion and Sediment Control, DEEP Bulletin 34, State of Connecticut Council on Soil and Water Conservation, 2002.
- D. State of Connecticut Department of Transportation (ConnDOT)
 - 1. Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, 2016 and any supplements.

1.4 PERMIT CONDITIONS

- A. Contractor and Subcontractors are bound to comply with any project-related permits obtained by Owner or Engineer for the work of the project. Such permits will affect performance of the work, and Contractor and Subcontractors are bound to comply with requirements of such permit and representations contained in permit application as though Contractor and Subcontractor were the Permittee/permit-holder. Requirements and conditions set forth in Owner or Engineer-obtained project-related permits and permit applications shall be binding on Contractor just as any Specification would be.

1.5 QUALITY CONTROL

- A. Contractor shall be responsible for the timely installation and maintenance of all sedimentation control devices necessary to prevent the erosion of soil or movement of sediment from construction activities to off-site areas via surface runoff or underground drainage systems. Measures in addition to those shown on the Drawings necessary to prevent the movement of sediment off site shall be installed, maintained, removed, and cleaned up at the expense of Contractor.
- B. Where additional erosion and sedimentation control measures are required beyond what is indicated on the Drawings or herein, comply with applicable sections of the Connecticut Guidelines for Soil Erosion and Sediment Control, DEEP Bulletin 34, State of Connecticut Council on Soil and Water Conservation, 2002.
- C. Engineer has the authority to order immediate, additional, temporary control measures to prevent contamination of adjacent streams or other watercourses, or other areas of water impoundment and damage by erosion.
- D. If Engineer observes construction procedures and operations that jeopardize erosion control provisions, Engineer will notify Contractor. If such construction procedures and operations are not corrected promptly, Engineer may suspend the performance of any or all construction until

corrections have been made, and such suspension shall not be the basis of any claim by Contractor for additional compensation, nor for an extension of time to complete the Work.

- E. Should construction materials be washed away or otherwise rendered ineffective in the opinion of Engineer during the progression of the Work, Contractor shall replace the installations at no additional cost to the Owner.

1.6 COORDINATION WITH PERMANENT EROSION CONTROL PROVISIONS

- A. Coordinate temporary erosion and sedimentation control measures with permanent erosion control features to the extent practical to ensure economical, effective and continuous erosion control throughout construction and post-construction periods.

PART 2 PRODUCTS

2.1 HAY BALES

- A. Hay bales shall be made of cut hay with forty (40) pounds minimum weight and 120 pounds maximum weight. Bales shall be free of rotten or degraded hay, significant splits or voids. Hay bales shall be held together with a minimum of two bands made of either wire or heavy twine.
- B. Stakes to anchor the bales shall be a minimum of 36 inches long and made of hardwood with a minimum dimension of 1½-inch by 1½-inch normal size. Metal stakes may be used instead of wooden stakes. Metal stakes shall be round, “U,” “T,” “L,” or “C” shaped with a minimum weight of 0.5 pounds per foot.
- C. Replace individual hay bales upon loss of 30% of original mass or volume, whichever is less.

2.2 SILT FENCE

- A. Woven Polypropylene geotextile having a minimum weight of 3.1 ounces per square yard conforming to the following:

1. Mechanical and Physical Properties of Silt Fence Geotextile

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value
Weight	ASTM D 3776	oz/yd ²	5
Grab Tensile Strength	ASTM D 4632	Pounds; machine direction (MD) and cross machine direction (CD)	125 - 125
Grab Elongation (Max percent)	ASTM D 4632	Percent (%); machine direction (MD) and cross machine direction (CD)	20–20
Trapezoidal Tear	ASTM D 4533	Pounds; machine direction (MD) and cross machine direction (CD)	30 - 30
Permittivity	ASTM D 4491	Sec ⁻¹	0.15
Flow Rate	ASTM D 4491	gal/min/ft ²	15–20
Apparent Opening Size	ASTM D 4751	(U.S. Sieve)	30–35
UV Resistance (500 hurs)	ASTM D 4355	% strength retained	70

- B. Silt fence shall be constructed of a minimum thirty-six (36) inch wide continuous woven geotextile. The material shall have a high sediment filtration capacity, high slurry flow and minimum clogging characteristics. Edges of the fabric shall be finished to prevent the outer

fibers from pulling away from the geotextile. Geotextile shall be free of defects or flaws that significantly affect its physical and/or filtering properties.

- C. Fabric shall be securely fastened to stakes a minimum of 42 inches long and made of hardwood with a minimum dimension of 1½ inch by 1½ inch normal size such that a 6 to 8 inch length of fabric is unattached at the bottom for anchorage in soil. Metal stakes may be used instead of wooden stakes. Metal stakes shall be round, “U,” “T,” “L,” or “C” shaped with a minimum weight of 0.5 pounds per foot. Stakes shall be spaced not greater than ten feet apart. When required, wire or another type of support shall be constructed between the geotextile fabric and the posts to improve the load carrying capacity of the silt fence.

2.3 CATCH BASIN INSERT

- A. Manufactured “bag type” catch basin insert of woven polypropylene geotextile with integral lifting loops or straps conforming to the following:

1. Mechanical and Physical Properties of Catch Basin Insert

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value
Grab Tensile Strength	ASTM D 4632	Pounds	350
Grab Elongation (Max percent)	ASTM D 4632	Percent (%)	30
Trapezoidal Tear	ASTM D 4533	Pounds	120
Puncture	ASTM D 4833	Pounds	140
Mullen Burst	ASTM D 3786	psi	600
Permittivity	ASTM D 4491	gal/min/sq ft	0.3
Flow Rate	ASTM D 4491	gal/min/ft ²	150
Apparent Opening Size	ASTM D 4751	(U.S. Sieve)	40
UV Resistance (at 500 hours)	ASTM D 4355	% strength retained	90

Note: Catch basin inserts for catch basins with curb openings shall be equipped with integral curb deflector.

2.4 STRAW MULCH

- A. Straw mulch shall be comprised of threshold straw of oats, wheat, barely, or rye that is free from noxious weeds, mold or other objectionable material. Straw mulch shall contain at least 50 percent by weight of material to be 10-in or longer. Straw shall be in an air-dry condition and suitable for placement with blower equipment. Straw mulch shall be utilized on all newly graded areas with slopes exceeding 5% to protect areas against washouts and erosion unless other erosion control measures are provided.

PART 3 EXECUTION

3.1 GENERAL

- A. Install erosion and sedimentation control measures as shown on the Drawings prior to any site disturbance.
- B. No work shall be started until erosion control schedules and installation have been accepted by Engineer.
- C. Engineer has the authority to control the surface area of each material exposed by construction operations and to direct Contractor to immediately provide permanent or temporary pollution control measures to prevent contamination of adjacent watercourses or other areas of water impoundment. Every effort shall be made by Contractor to prevent erosion on the site and abutting properties or areas.
- D. Contractor shall construct all permanent erosion and sediment control features at the earliest practical time as outlined in the accepted schedule. Temporary erosion and sediment control measures shall be used to correct conditions that develop during construction, which were unforeseen, but are needed prior to installation of permanent control features, or that are needed temporarily to control erosion or sedimentation which develops during construction operations.
- E. Contractor shall limit as necessary the surface area of the earth material exposed to sufficiently maintain and protect the slopes to prevent pollution. Where erosion is likely to be a problem, clearing and grubbing operations shall be scheduled and performed so that grading operations and permanent erosion and sediment control features can follow immediately thereafter, if conditions permit; otherwise, temporary control measures will be required between successive construction stages.
- F. Erosion control measures shall be maintained by Contractor, and he shall remove such installations only upon completion of the work and the site is stabilized or when authorized to do so by Engineer.
- G. Contractor shall operate all equipment and perform all construction operations so as to minimize pollution. Contractor shall cease any of his operations, which will increase pollution during rainstorms.
- H. Failure by Contractor to control erosion, pollution, and siltation shall be cause for the Engineer to employ outside assistance to provide the necessary corrective measures. The cost of such assistance, including engineering costs, will be charged to Contractor and appropriate deductions made to Contractor's payment.

3.2 HAY BALES

- A. Hay bales shall be positioned as indicated on the Drawings and/or as necessary to prevent off site movement of sediment produced by, or as a result of, construction activities, or as direct by the Engineer.
- B. Hay bales shall be utilized on all catch basins and drainage facilities on the Project Site to prevent the entry of sediments or other debris. Maintain such protection throughout execution of the work until such drainage facilities have been abandoned/removed.

- C. Bales shall be placed lengthwise with ends of adjacent bales tightly abutting one another to form a continuous barrier. Bales shall be entrenched to a depth of 4 inches and backfilled, with the backfill placed toward the potential source of runoff and sediment. All bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms. Each bale shall be anchored with a minimum of two stakes, driving the first stake in each bale towards the previously laid bale to drive the bales together. Stakes must be driven a minimum of 18 inches into the ground. Loose hay shall be inserted between bales as required to prevent water from escaping between the bales.

3.3 GEOTEXTILE SILT FENCE

- A. Install a filter fabric silt fence prior to construction and remove after full surface restoration has been achieved. Install silt fence as indicated on the Drawings and/or as necessary to prevent off site movement of sediment produced by, or as a result of, construction activities.
- B. Install as follows:
 - 1. Hand shovel excavate a small trench a minimum of six inches wide by six inches deep on the upslope side of the desired fence line location.
 - 2. Unroll the siltation fence system, position the post in the back of the trench (downhill side), and hammer the post at least 12 inches into the original ground.
 - 3. Fabric rolls shall be spliced at posts. The fabric shall be overlapped six inches, folded over and securely fastened to posts.
 - 4. Lay the bottom 6 inches of the fabric into the trench to prevent undermining by storm water run-off.
 - 5. Backfill the trench and compact. Compaction is necessary to prevent the run-off from eroding the backfill.
 - 6. For slope and swale installations, extend the ends of the trench sufficiently up slope such that the bottom end of the fence will be higher than the top of the lowest portion of the fence.

3.4 CATCH BASIN INLET SEDIMENT CONTROL

- A. Install catch basin inlet sediment control devices in each exiting catch basin as long as it remains in use in accordance with manufacturer's guidelines at the locations shown on the Drawings.
- B. A catch basin sediment filter shall be installed and changed/cleaned per the manufacturer's recommendations, or as directed by engineer during construction.
- C. New catch basins shall have a filter installed immediately upon completion of construction. In addition, a hay bale, or similar, barrier shall be installed around the new basin and maintained in place until binder is placed or disturbed areas draining to it are stabilized.
- D. Catch basins with curb openings shall have filter fabric covering the opening and the edges of the fabric shall be secured. A filter boom shall also be placed over the opening.

3.5 TEMPORARY MULCHING

- A. Apply temporary mulch to areas where rough grading has been completed but final grading is not anticipated to begin within 30 calendar days of the completion of rough grading or where final grading has been completed but seeding is not anticipated for 20 days.
 - 1. Straw/Hay Mulch
 - Exposure Period: 6 months
 - Application Method: By hand or machine
 - Application Rate: 110 lbs/1,000 square feet.
 - 2. Bark Chips/Shredded Bark
 - Exposure Period: Less than one year
 - Application Method: By hand or machine
 - Application Rate: 6 cubic yards /1,000 square feet.

3.6 INSPECTIONS AND MAINTENANCE

- A. Contractor is responsible to maintain the sediment and erosion control features at all times throughout the project duration and until the completion certification and approval has been issued.
- B. Regular erosion and sediment control system inspections shall be conducted by Contractor throughout the project duration. At a minimum, Contractor shall conduct daily inspections and maintain erosion control systems in good operating condition. Report the results of the inspection and the recommended maintenance and/or repair requirements to Engineer.
- C. Additional inspections may be required and/or directed prior to, or immediately following, a rain event. Repairs shall be made as necessary.
- D. In the event that the sedimentation and erosion control measures employed by Contractor prove to be inadequate as determined by the Engineer, Contractor shall adjust operations to the extent necessary to prevent erosion and sediment transport.
- E. Surface water shall be pumped to maintain excavations free of water. Comply with applicable requirements of the Connecticut Department of Environmental Protection, specifically those requirements related to the management of stormwater and dewatering wastewaters associated with construction activities.
- F. Hay bales and/or silt fences.
 - 1. Remove accumulated sediment once it builds up to one-half of the height of the bale or fabric.
 - 2. Replace damaged or degraded bales as necessary or when directed by the Engineer.
 - 3. Replace damaged fabric, or patch with a 2-ft minimum overlap. Overlaps may only be made at fence posts.

4. Make other repairs as necessary to ensure that the bales/fence is filtering all runoff.
- G. Erosion Control Mats shall be inspected at least once a week. Areas where the mat has become dislodged from the soil surface or become torn shall be re-graded and re-seeded as necessary and the mat re-installed. When repetitive failures occur at the same location review conditions and modify erosion control measures to reduce failure rate. Temporary erosion control blanket damaged during the progress of work or resulting from the Contractor's vehicles, equipment, or operations shall be repaired or replaced at the expense of the Contractor.
- H. Clean catch basin inlet sediment control devices in accordance with manufacturer's guidelines.
- I. Any catch basins that collect sediment as a result of Contractor's work shall be thoroughly cleaned out by Contractor.

END OF SECTION

SECTION 01 5714

TEMPORARY DUST CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Furnishing and spreading water, calcium chloride, and/or mulch on the subgrade, or in other areas of a Project Site or associated off-site areas, for the purpose of controlling dust emissions.
- B. The requirements set forth in this section of the specifications apply to all phases and areas of construction.
- C. Contractor is responsible for all health and safety.

1.2 REFERENCES

- A. Reference herein to any technical society, organization, group or regulation are made in accordance with the following abbreviations and, unless otherwise noted or specified, all work under this Section shall conform to the latest edition as applicable.
- B. Regulations of Connecticut State Agencies (RCSA)
 - 1. RCSA Section 22a-174-1 through 43, Abatement of Air Pollution.
- C. ASTM International (ASTM)
 - 1. ASTM D98, Standard Specification for Calcium Chloride.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Only water, calcium chloride, and mulch are approved for dust control. No asphalt or petroleum-based products may be utilized for dust control.
- B. Water used shall be clean, non-polluted water obtained from sources approved by Engineer.
- C. Calcium chloride, ASTM D98. Calcium chloride in pellet form and flake form shall be acceptable.
 - 1. Calcium chloride shall be packaged in moisture proof bags or in airtight drums with the manufacturer, name of product, net weight, and percentage of calcium chloride guaranteed by the manufacturer legibly marked on each container.
 - 2. Engineer may reject calcium chloride failing to meet the requirements of the aforementioned specifications or which has become caked or sticky in shipment.

D. Mulch

1. Straw mulch: Threshold straw of oats, wheat, barely, or rye that is free from noxious weeds, mold or other objectionable material. Straw mulch shall contain at least 50 percent by weight of material to be 10-in or longer.
2. Wood chips: Processed tree trimmings free of trash or other physical contaminants such as metal and plastic.

PART 3 EXECUTION

3.1 GENERAL

- A. Dust control shall be the responsibility of Contractor and dust control operations shall meet the requirements of the State of Connecticut Department of Environmental Protection.
- B. Construction sequencing shall be organized and conducted in a manner to leave existing pavement or ground coverings in place until just prior to earth excavation for the purpose of minimizing the migration of dust beyond the Project Limits into the surrounding area.
- C. Engineer reserves the right to conduct active dust monitoring using visual methods and may utilize particulate measurement equipment during the course of the work. If the amount of fugitive dust and/or particulate generated during the work is deemed unacceptable in the Engineer's judgment or exceeds baseline Project Site conditions at Engineer's monitoring locations, Engineer may require Contractor to stop work and implement corrective measures. No claim for delay will be considered for work stoppage based upon the results of Engineer's active dust monitoring results.
- D. Stockpiled materials from which particle have the potential of becoming airborne shall be securely covered with a temporary waterproof covering made of polyethylene, polypropylene, hypalon, or approved equal. The covers must be in place at all times when work with the stockpiles is not occurring.
- E. Subcontractor shall sweep all adjacent roads and neighboring parking lots and driveways that are impacted by the work. Whenever dirt is tracked from the site it shall be cleaned as necessary to prevent it from becoming a nuisance or hazard. At a minimum, adjacent streets shall be swept once per week.

3.2 WATER

- A. The application of water shall be under the control of Engineer at all times. It shall be applied only at the locations, and at such times, and in the amount as may be directed by Engineer. Quantities of water wasted or applied without authorization will not be paid for.
- B. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding or pollution.
- C. Contractor shall have available and maintain in an operable condition at all times, sufficient equipment for the purpose of applying water for dust control.
- D. Watering equipment shall consist of pipelines, tanks, tank trucks, distributors, pumps, meters, hose or other devices, approved by Engineer, which are capable of applying a uniform spread

of water over the surface. A suitable device for a positive shut-off and for regulating the flow of water shall be located so as to permit positive operator control.

- E. Applications of water for dust suppression include, but are not necessarily limited to, the following:
 - 1. Demolition activities, material handling, material processing, and loading.
 - 2. Earthwork.
 - 3. Open excavation faces and dust-prone areas of the work.
 - 4. Temporary access roads and roadway surfaces within and around the Project Site.

3.3 CALCIUM CHLORIDE

- A. Calcium chloride shall be applied only at the locations, at such times and in the amount as may be directed by the Engineer and only in areas that will not be adversely affected by the application. Refer to Section 01 3543 – Environmental Protection.
- B. Calcium chloride shall be uniformly applied at the rate of one and one-half (1½) pounds per square yard (lb/yd²) or at any other rate as directed by Engineer. Application shall be by means of a mechanical spreader, or other approved methods. The number and frequency of applications shall be to Engineer's satisfaction.

3.4 MULCH FOR DUST CONTROL

- A. Coordinate the use of mulch for dust control with erosion and sedimentation control measures.
- B. Straw mulch shall be applied at a rate of 100 pounds per 1,000 square feet (100 lb/1,000 ft²).
- C. Wood chips or wood mulch shall be applied at such a rate as to form a layer one (1) inch thick.

3.5 OTHER DUST CONTROL MEASURES

- A. A temporary seed mixture may be spread in lieu of, or in addition to mulch over areas where the suspension of grading work in disturbed areas is expected to be more than 30 calendar days and as directed by Engineer.

END OF SECTION

SECTION 01 7113

MOBILIZATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. requirements for general preparation of the Project Site as required for construction operations including:
 - 1. General Mobilization
 - 2. Construction Site Safety
 - 3. Temporary Utilities
 - 4. Security.
- B. The requirements set forth in this section of the specifications apply to all phases and areas of construction.
- C. Contractor shall coordinate work between all Contractors, sections, and trades required for the proper completion of the work.
- D. Contractor is solely responsible for obtaining permits or approvals which may be required to perform the work, including all costs, fees and taxes required or levied. Notify and obtain such permits or approvals from all agencies having jurisdiction prior to starting work.
- E. Contractor is responsible for all health and safety.

1.2 REFERENCES

- A. Reference herein to any technical society, organization, group or regulation are made in accordance with the following abbreviations and, unless otherwise noted or specified, all work under this Section shall conform to the latest edition as applicable.
- B. American National Standards Institute (ANSI)
 - 1. ANSI Z535.1 – American National Standard, Safety Colors.
- C. Code of Federal Regulations (CFR)
 - 1. 29 CFR 1926, Safety and Health Regulations for Construction.
- D. Connecticut State Building Code, including all applicable Amendments and Supplements.
 - 1. 2003 International Building Code (IBC), Chapter 33 – Safeguards During Construction.
- E. State of Connecticut Department of Transportation (ConnDOT)
 - 1. Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, 2016 and any supplements.

1.3 SAFETY REQUIREMENTS

- A. As a specialist in its field of work, Contractor accepts complete responsibility for performing its work safely. This includes sole responsibility for the health and safety of its employees, agents, subcontractors (and their employees) and any other person on or adjacent to the work area. Contractor's responsibility includes compliance with all current laws, codes, ordinances, rules, regulations, standards and requirements of applicable public and private agencies and authorities ("Laws"). Contractor must take all measures and safeguards necessary to protect: (1) employees, (whether or not working for the Contractor), (2) employees and agents of Owner, (3) members of the general public and (4) public and private property.
- B. Contractor is an independent contractor, with responsibility for its means and methods and the safety of its workers and Owner is not intended to be and shall not be considered an employer of Contractor's employees. As such, it shall be Contractor's sole duty to monitor the performance and practices of its employees and subcontractors for safety, to ensure that the practices and methods of performing the work are safe and to immediately stop any unsafe practices by its employees or its second or subsequent tier subcontractors ("subcontractors") or their employees. No actions taken by Owner or its consultants to monitor practices or performance of the work for safety or to stop any unsafe practices by Contractor or its subcontractors shall be construed to suggest or imply that Owner or its consultants has or has assumed any obligation or duty to take such actions.
- C. Contractor accepts complete responsibility for compliance with safety procedures and policies contained in the Contract Documents and compliance with all applicable Laws, relating to health or safety, including, but not limited to the Occupational Safety and Health Act of 1970, as amended, and the regulations and standards of the Occupational Safety & Health Administration and similar state agencies ("OSHA") ("Health and Safety Laws").
- D. All obligations and requirements of Contractor in this document also apply to Contractor's subcontractors. No person or entity performing work for or on behalf of Contractor is excluded from compliance.

1.4 UTILITY MARK-OUT

- A. Prior to commencing work, comply with utility mark-out requirements of the Call-Before-You-Dig System (1-800-922-4455).
- B. Verify the location of all subsurface utilities marked through the Call-Before-You-Dig System.
- C. Not all subsurface facilities or structures will be identified through the Call-Before-You-Dig System. Confirm the location of other subsurface utilities and other subsurface facilities or structures prior to commencing work.

1.5 TEMPORARY UTILITIES

- A. Temporary Water
 - 1. All water for construction purposes, as well as the means of having the water conveyed about the work, shall be provided by Contractor and the cost of this work shall be included in the cost of the work to be done under this Contract.
 - 2. The source, quality and quantity of water furnished shall at all times be satisfactory to Engineer.

3. Contractor shall coordinate with Regional School District 8 for temporary water service. Obtain all permits and comply with applicable codes of jurisdictional authorities.
4. Contractor shall pay Regional School District 8 (or other water provider as applicable) all fees for the provision of temporary water service and usage, including but not necessarily limited to those levied for applications, inspections, meters, valves, backflow prevention, other devices, and usage.
5. Comply with Regional School District 8 (or other water provider as applicable) requirements for temporary water service, including equipment which may be required such as meters, valves, backflow prevention or other devices.

B. Temporary Drinking Water

1. Provide adequate potable drinking water, so piped, transported, and stored so as to keep it safe and fresh, and served from satisfactory types of sanitary drinking stands, fountains, or single service containers.
2. Provide all such facilities and services in strict accordance with applicable health regulations.

C. Temporary Electric Power

1. Contractor shall coordinate with Regional School District 8 for temporary electric service to operate temporary facilities, construction equipment, temporary lighting, weather protection, heating, etc. Obtain all permits and comply with applicable codes of jurisdictional authorities and OSHA.
2. Contractor shall pay Regional School District 8 for provision of temporary power facilities and usage.
3. The use of alternate sources of temporary electric power such as generators shall be utilized only with the approval of Engineer.

D. Temporary Sanitary Facilities

1. Provide and maintain portable facilities and enclosures at the site as required to support the work of this project, and include cleaning, installation and removal to meet all OSHA requirements.

E. Other Temporary Services

1. Provide all other temporary services as required to satisfactorily complete the work.

1.6 TEMPORARY FIELD OFFICES

- A. A temporary field office is not a requirement of the project.
- B. If Contractor elects to utilize a temporary field office Contractor shall pay all costs for maintenance of temporary field office throughout the work.
- C. Owner assumes no responsibility for security, theft, vandalism, or loss of any kind associated with Contractor's temporary field office.

1.7 SECURITY

- A. Security of work areas must be maintained by Contractor at all times during the work. Contractor shall provide for all security as necessary to control access to the Project Site and protection of Contractor's material and equipment.
- B. Owner and Engineer assume no responsibility for equipment, tools or materials stored, staged or otherwise present at the Project Site. Contractor assumes full and complete responsibility for damage, theft or other loss occurring to equipment, tools or materials stored, staged or otherwise present at the Project Site.

PART 2 PRODUCTS

2.1 CONSTRUCTION SAFETY SIGNS

- A. Provide Construction Safety Signs as required around the Project Site to provide warning of potential dangers or hazards associated with construction activities. Conform with 29 CFR 1926 and other State or local requirements.
- B. Construction Safety Signs shall include the following:
 - 1. Danger Signs: Danger signs shall be used only where an immediate hazard exists.
- C. Danger signs shall have red as the predominating color for the upper panel; black outline on the borders; and a white lower panel for additional sign wording.
 - 1. Caution Signs: Caution signs shall be used only to warn against potential hazards or to caution against unsafe practices.
 - 2. Caution signs shall have yellow as the predominating color; black upper panel and borders; yellow lettering of "caution" on the black panel; and the lower yellow panel for additional sign wording. Black lettering shall be used for additional wording.
 - 3. Standard color of the background: yellow; panel, black with yellow letters. Any letters used against the yellow background shall be black. Colors: opaque glossy samples, ANSI Z535.1.
- D. Exit Signs: Exit signs, when required, shall be lettered in legible red letters, not less than 6 inches high, on a white field and the principal stroke of the letters shall be at least three-fourths inch in width.
- E. Safety Instruction Signs: Safety instruction signs, when used, shall be white with green upper panel with white letters to convey the principal message. Any additional wording on the sign shall be black letters on the white background.
- F. Directional Signs: Directional signs, other than automotive traffic signs specified in "Traffic Signs" below, shall be white with a black panel and a white directional symbol. Any additional wording on the sign shall be black letters on the white background. Where applicable, directional signs shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).
- G. Traffic Signs: Construction areas shall be posted with legible traffic signs at points of hazard. All traffic control signs or devices used for protection of construction workers shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

2.2 TEMPORARY SIGN MOUNTING

- A. Fence Mounted: Heavy duty nylon cable ties, stainless steel wire, or other approved method.
- B. Post-mounted: Unless otherwise approved, ConnDOT “Breakaway Type II Installation.” Posts shall be steel, 3 pounds/foot Type A or B.
- C. Mounting height: 7 ft. Horizontal clearance: Locate post such that no portion of sign is within 2 feet of roadway/travelway edge.

2.3 FENCING

- A. Chain Link Fence
 - 1. Fence Height: 6 feet.
 - 2. Mesh Size: 2 inches.
 - 3. Mesh Gage: 12
 - 4. Driven posts or panelized/modular units. Two stabilizers per panel
- B. Temporary Plastic Barrier Fence
 - 1. High-density polyethylene mesh, ultraviolet-stabilized.
 - 2. Minimum height: 4.0 feet.
 - 3. Color: high-visibility orange or green.
 - 4. Posts: Rigid metal, channel or tube.
 - 5. Ties: Steel wire, #14 gauge or nylon cable ties.

PART 3 EXECUTION

3.1 GENERAL MOBILIZATION

- A. Sedimentation and Erosion Control
 - 1. Install sedimentation and erosion controls in accordance with Section 01 5713 – Temporary Erosion and Sedimentation Controls.
- B. Construction Entrance
 - 1. Locate stabilized construction entrance(s) (anti-tracking pad) if shown on the Drawings. If no stabilized construction entrance is noted, ensure facilities are otherwise in-place to prevent the tracking of dirt or sediment from work areas.
- C. The stabilized construction entrance shall be installed prior to any site work which involving heavy equipment or any site disturbance which may reasonably be expected to generate soils, mud, or other accumulations which may adhere to vehicles leaving the Project Site.
- D. Remove stabilized construction entrance at the completion of the work.

3.2 FENCING AND BARRIERS

A. Temporary Construction Fencing

1. Install temporary construction fencing as shown on the Drawings or as required to prevent unauthorized access to work areas.
2. Contractor is solely responsible for securing the entire Project Site or area of the Work as necessary for proper control of operations on the Project Site and as required to complete the work in a safe and secure manner whether such fencing is shown on the Drawings or not.

B. Other Barriers and Similar Facilities

1. Provide other safety barriers, including but not limited to, fencing, barricades, and signage as required to prevent unauthorized entry to the Project Site, construction areas or open excavations. Provide barriers which are necessary for proper control of operations on the Project Site and as required to complete the work in a safe and secure manner. Comply at all times with applicable federal, state and local regulations. Adapt barriers and associated protection to evolving site conditions throughout the progress of the work.

C. Other Safety Devices and Work Controls

1. Provide other safety devices, including but not limited to, signs, cones, barrels, lights, warning lights, and sirens as required for safety. Provide those safety devices which are necessary for proper control of operations on the Project Site and as required to complete the work in a safe and secure manner. Comply at all times with applicable federal, state and local regulations. Adapt safety devices to evolving site conditions throughout the progress of the work.

END OF SECTION

SECTION 01 7124

AS-BUILT SURVEY

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Final Survey of completed construction.
 - 2. Preparation of "As-Built" Drawings.
- B. Contractor shall coordinate work between all Contractors, sections, and trades required for the proper completion of the work.
- C. Contractor is responsible for all health and safety.

1.2 REFERENCES

- A. Reference herein to any technical society, organization, group or regulation are made in accordance with the following abbreviations and, unless otherwise noted or specified, all work under this Section shall conform to the latest edition as applicable.
- B. Code of Federal Regulations (CFR).
 - 1. 29 CFR 1926, Safety and Health Regulations for Construction.
- C. State of Connecticut, Regulations of Connecticut State Agencies (RCSA)
 - 1. Sections 20-300b-1 through 20-300b-20, Standards for Surveys and Maps in the State of Connecticut.

1.3 SUBMITTALS

- A. Surveyor: Submit name and qualifications of Professional Land Surveyor who will be responsible for the work of this Section.
- B. Certificates: Submit a certificate signed by a Connecticut-licensed Land Surveyor certifying that the location and elevation of improvements comply with the Contract Documents and any approved changes in the work.
- C. Final Survey: Prepare and submit two (2) copies of the final survey.
- D. Project Record Documents: Submit other pertinent documentation as may be required or appropriate.

1.4 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

- B. Surveyor: Engage a Land Surveyor licensed as a Professional Land Surveyor (PLS) in the State of Connecticut to perform survey work.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 FINAL SURVEY

- A. Provide Improvement Location Survey (As-Built Survey) to depict the horizontal and vertical location of all new construction. Survey shall contain sufficient horizontal and vertical detail to determine conformance with the Contract Documents and all other applicable codes and standards.
- B. Where applicable for dimensions, elevations, and slopes, Improvement Location Survey shall demonstrate compliance with handicapped accessibility requirements.

3.2 AS-BUILT DRAWINGS

- A. Prepare final As-Built Drawings which accurately depict the final configuration of all new construction. Document by means of appropriate details and notes, and all changes from the Drawings or Specifications which were made in the work or additional information which was uncovered in the course of construction.
- B. As-Built Drawings shall depict the actual location of all above-grade and below grade construction. Collect sufficient survey data in an ongoing manner to accurately represent the project scope and area.
 - 1. Survey shall include locations of all physical features installed during the construction with appropriate labelling. Subsurface construction shall depict the actual location, depth, and configuration of improvements. Utilities shall include the appropriate notations/labeling for type, size, material of construction and depth. Clearly indicate all appurtenances such as valves, tees, cleanouts, etc. with accurate location data.
 - 2. From established survey control, conduct a topographic survey of the project area after construction is complete. Generate one-foot contours throughout the area of work and show breaks in slope and other notable features.
 - 3. Pedestrian routes shall depict sufficient topographic data to confirm compliance with handicapped accessibility requirements.
 - a. Accessible Routes: A minimum of three (3) elevations across the Accessible Route (perpendicular to travel) at each edge and centerline (cross-section: edge, center, edge), spaced at a maximum distance of ten (10) feet along the Accessible Route.
 - b. Ramps: Elevation shall be depicted with a minimum of three (3) elevations at the bottom of the sloped segment (edge/center/edge), three (3) elevations at the top of the sloped segment (edge/center/edge), and one (1) elevation at the center of the sloped segment (center). Elevation of landings associated with a ramp shall be depicted with a minimum of four (4) elevations at each corner and one (1) elevation at the center.
 - c. Curb Ramps: Elevation shall be depicted with a minimum of three (3) elevations at bottom of the accessible ramp section (edge/center/edge), three (3) elevations at the top of the accessible ramp section (edge/center/edge), and one (1) elevation at the

center of the sloped segment (center). Elevation of flare (wings) sections (wings) shall be depicted with a minimum of three (3) elevations at each triangle corner.

4. Accessible Parking Spaces: Elevation of each Accessible Parking Space and elevation of each Access Isle shall be depicted with a minimum of four (4) elevations at each corner and one (1) elevation at the center, respectively.
- C. Submit two prints of the final as-built drawings to Engineer prior to submittal of Application for Final Payment. As-Built Drawings shall show, but not necessarily be limited to, the following information:
1. Location, grade, elevations, cross-section, invert, and alignment of earthwork, above-grade construction, structures, field layouts, field markings, and equipment.
 2. Measured horizontal and vertical locations of underground utilities, drainage systems and associated appurtenances, referenced to permanent surface improvements.
 3. Field changes of dimension and detail.
 4. Detail not on original Contract Drawings.
 5. Changes or modifications which result from punch lists or final inspection.
- D. After approval of final as-built drawings by Engineer, submit two copies of final as-built drawing on polyester film to the Owner. Final as-built drawings shall bear the seal and signature of the Connecticut-licensed Professional Land Surveyor.
- E. Concurrent with submittal of as-built drawings, submit to Owner all Survey Data in native format with appropriate identifiers.

END OF SECTION

SECTION 01 7700

PROJECT CLOSE-OUT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Substantial Completion.
 2. Inspections.
 3. Final cleaning.
 4. Final Acceptance.
 5. Project record documents.

1.2 SUBMITTALS

- A. Submit Close-Out Submittals as indicated herein. Provide other Close-Out submittals that may be called-for in other Specification Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for Certification of Substantial Completion, complete the following (list exceptions in the request).
- B. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as Substantially Complete. Include supporting documentation for completion as indicated in the Contract Documents and a statement showing an accounting of changes to the Contract Sum if applicable.
- C. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
- D. Submit warranties, workmanship bonds, maintenance agreements, testing results, final certifications, and similar documents.
- E. Obtain and submit releases enabling the Owner unrestricted use of the work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
- F. Deliver spare parts, extra stock, equipment, and similar items required.
- G. Complete start up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock ups, and similar elements.
- H. Complete final clean up requirements, including touch up painting. Touch up and otherwise repair and restore marred exposed finishes.

- I. Coordinate temporary erosion and sedimentation control measures with permanent erosion control features to the extent practical to ensure economical, effective and continuous erosion control post-construction.

1.4 INITIAL CLOSE-OUT INSPECTION

- A. On receipt of a request for inspection, Engineer will either proceed with inspection or advise Contractor of unfilled requirements.
- B. Following Initial Inspection, Engineer will prepare a list of items to be completed or corrected ("Punch List").
- C. Engineer will prepare a Certificate of Substantial Completion following Initial Inspection, or advise Contractor of construction that must be completed or corrected before the certificate will be issued. If a Certificate of Substantial Completion is issued, the Punch List will be attached.

1.5 FINAL CLEANING

- A. Remove all temporary controls unless otherwise indicated to remain.
- B. Remove tools, construction equipment, machinery, and surplus materials.
- C. Remove and properly dispose of all garbage, rubbish, litter, and other substances.
- D. Clean exposed surfaces of installed equipment and similar items.

1.6 FINAL CLOSE-OUT INSPECTION

- A. On receipt of a request for Final Inspection, Engineer will either proceed with inspection or advise Contractor of unfilled Punch List requirements.
- B. Results of the Final Inspection will form the basis of requirements for final acceptance.
- C. Engineer will repeat Final Inspection following notation of Punch List items that must be completed or corrected.

1.7 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final acceptance and final payment, complete the following (list exceptions in the request).
 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum if applicable.
 3. Submit Consent of Surety to final payment, and final lean releases (lien waiver) from all suppliers, subcontractors, and second-tier subcontractors.
- B. Following completion of acceptable Close-Out Inspection and receipt of all required Close-Out Submittals, Engineer will prepare a certificate of final acceptance.

1.8 RECORD DOCUMENT SUBMITTALS

- A. Record Drawings: In addition to Record Drawing requirements that may be defined in individual Specification Sections, at a minimum, maintain a clean, undamaged set of blue or black line white prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever Drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 5. Upon completion of the project, submit (2) copies of Record Drawings to Engineer.
- B. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark up of Record Drawings and Specifications.
1. Upon completion of mark up, submit complete set of record Product Data to Engineer.
- C. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Engineer.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

END PROJECT MANUAL