

**PROJECT MANUAL**

***TOD Responsible Growth Grant  
Phase 1 – Demolition  
Chestnut Street, Windsor Locks, CT***

**Prepared For:**

**TOWN OF WINDSOR LOCKS**

**J. CHRISTOPHER KERVICK  
First Selectman**

**PHILIP J. SISSICK  
Director of Public Works**

**July 2020**

**Prepared By:**



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**SECTION 00015**

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**ADVERTISEMENT FOR BIDS**

WINDSOR LOCKS DEPARTMENT OF PUBLIC WORKS  
6 STANTON ROAD  
WINDSOR LOCKS, CONNECTICUT 06096

Sealed proposals addressed to the Windsor Locks Department of Public Works, for the following contract will be received at the Public Works Facility, 6 Stanton Road, Windsor Locks, Connecticut 06096, until 10:00 a.m. on **Wednesday, October 28, 2020**, at which time they will be opened publicly and read in the garage area with the overhead doors open for ventilation (please wear a mask):

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The work to be performed under this contract includes the demolition and removal of three residential homes with associated foundations, utility disconnects, driveways, sidewalks, accessory garages and sheds at 47, 41 and 39 Chestnut Street in Windsor Locks, Connecticut. The work includes removal of the entire 2-story wood frame structures, porches, garages and other accessory structures; removal of foundations; backfill and compaction of foundation holes; removal of asphalt driveways and concrete walks; disconnection and capping water, sewer, gas utility services at the property line; removal of overhead electric and telephone services; furnishing topsoil and turf establishment. Environmental testing and asbestos abatement plans have been prepared for each property. The project consists of providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to completion of the work shown on the plans and described in the specifications including, but not necessarily limited to the following: erosion control, demolition and disposal, coordination with utility custodians, electrical work, trench excavation, backfill, compaction, landscaping and field verifying.

This is a prevailing wage project. The basis of the bid is a Lump Sum. Bidders must be DAS prequalified. Affirmative Action/Equal Opportunity Employers and Minority/Women's Business Enterprises are encouraged to apply. This contract is also subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contract must demonstrate good faith effort to meet the 25% set-aside goals.

Questions regarding this contract should be addressed to Dana Steele, Town Engineer, J.R. Russo & Associates, LLC, (860) 623-0569.

Information for Bidders, Bid Forms, specifications and other Bidding Documents may be obtained electronically from the DAS website. Hard copies are available for purchase starting Friday,

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October 2, 2020 between the hours of 9:00 a.m. and 5:00 p.m. (Monday through Friday) at J.R. Russo & Associates, LLC, 1 Shoham Road, East Windsor, CT 06088, for the non-refundable amount of \$40.00 for each set of documents. Please call ahead to request copies 860-729-2385. Checks are to be made payable to “JR Russo & Associates, LLC”. Bidders who wish to submit a bid must obtain a hard copy.

A **mandatory pre-bid conference** meeting will be held at the project site, in front of 47 Chestnut Street, Windsor Locks, CT at **1PM on Wednesday, October 21, 2020** to allow bidders to enter and observe the structures prior to bidding. Bidders will be allowed to enter the structures one at a time to maintain social distancing. The Town reserves the right to delay the bid opening and/or schedule an additional pre-bid conference if it is in the public interest to do so.

The Town also reserves the right to waive any informality in the Bid Form and to reject any or all proposals or to accept the proposal deemed most satisfactory to the Town of Windsor Locks, if it is in the public interest to do so.

Philip J. Sissick, CLT, ENV SP  
Director of Public Works

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**SECTION 00200  
INSTRUCTIONS TO BIDDERS**

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**ARTICLE 1 - DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The Issuing Office is:

Windsor Locks Department of Public Works  
Philip J. Sissick, Director  
6 Stanton Road  
Windsor Locks, CT 06096  
Ph: (860) 627-1405 Fax: (860) 627-1407

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**ARTICLE 2 - COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office for the non-refundable amount stated in the Advertisement for Bids.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

**ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

- 4.01 Subsurface and Physical Conditions
  - A. Three soil borings were performed by Clarence Welti Associates. The results are included in Exhibit 9 for Bidder's reference.
  - B. Boring reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.02 Underground Facilities
  - A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.



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4.03 Hazardous Environmental Condition

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Hazardous material inspection reports have been prepared for each of the three properties with structures to be removed. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to locating of excavation and utility. Bidder shall obtain all necessary permits and shall notify Call Before You Dig prior to start of site disturbance.

4.06 Additional Owner Provided Information:

- A. Reference is made to Article 7 of the Supplementary Conditions, if applicable, for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

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- B. Paragraph 6.13.C of the General Conditions states that if an Owner safety program exists it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable “technical data” and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable “technical data”;
- E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its 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;

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- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
  - H. Correlate 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;
  - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
  - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

**ARTICLE 5 - PRE-BID CONFERENCE**

- 5.01 A pre-bid conference will be held at the time and location indicated on the Advertisement for Bidders. Questions shall be directed to the Engineer.

**ARTICLE 6 - SITE AND OTHER AREAS**

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or the Work are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. The project intent is that all work be limited to within the easement limits.

**ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

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- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

**ARTICLE 8 - BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10% of Bidder's maximum Bid price and in the form of a certified check or a Bid bond (EJCDC No. C-430, 2007 Edition) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

**ARTICLE 9 - CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

**ARTICLE 10 -LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages are set forth in the Agreement.

**ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as

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defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. Request for Engineer’s clarification of materials and equipment considered “or-equal” prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

**ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner and Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

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12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

**ARTICLE 13 - PREPARATION OF BID**

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Engineer.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and business address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be provided on the Bid Form.

13.08 All names shall be printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.

13.10 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

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**ARTICLE 14 - BASIS OF BID; COMPARSION OF BIDS**

14.01 Lump Sum

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

**ARTICLE 15 - SUBMITTAL OF BID**

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form and the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner at address in Article 1.01 of Bid Form.

**ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the Bid.

**ARTICLE 17 - OPENING OF BIDS**

17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

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**ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, at its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest price and other factors considered. If detailed in the Bid Form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to be offered the award.



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**ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

**ARTICLE 21 - SIGNING OF AGREEMENT**

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

**ARTICLE 22 - SALES AND USE TAXES**

22.01 Owner is exempt from Connecticut State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to paragraph 6.10 of the Supplementary Conditions for additional information.

**ARTICLE 23 – WAGE RATE REQUIREMENTS**

23.01 In accordance with the CT DOT Contract Provisions provided in Exhibit 1 of Division 0 of this Project Manual, the prevailing wage rates published by the State of Connecticut Department of Labor provided with these bidding documents apply to this project.

23.02 The Contractor must comply with the Prevailing Wage Rates as determined by the State of Connecticut Department of Labor. The Contractor must provide written certification that they and their respective subcontractors have complied with the Prevailing Wage Rate requirements for the period during which the work is performed, including submittal of weekly certified payrolls to the Owner.

**ARTICLE 24 – SET ASIDE & CONTRACT COMPLIANCE REQUIREMENTS**

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

State law requires a minimum of twenty-five (25%) of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN.

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GEN. STAT. §4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

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

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

- 24.02 Additional information and forms related to the applicable Contract Compliance Requirements are provided in Exhibit 2 at the end Division 0 – Bidding Requirements and Contract Forms.
- 24.03 All Bidders must complete, sign and return the: “CHRO Contract Compliance Regulations Notification to Bidders” form to the Town at the time of bid opening. Bids not including this form will be considered incomplete and rejected.

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**SECTION 00410  
BID FORM**

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**ARTICLE 1 - BID RECIPIENT**

1.01 This Bid Is Submitted To:

Via delivery to:

**Windsor Locks Department of Public Works  
Phil Sissick, Director  
6 Stanton Road  
Windsor Locks, CT 06096**

Via U.S. Mail:

**Windsor Locks Department of Public Works  
Phil Sissick, Director  
50 Church Street  
Windsor Locks, CT 06096**

(hereinafter called "Owner")

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or

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for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. 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.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) 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; and (3) Bidder's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 3.01.D above, 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.
- F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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- G. 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.
- H. 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.

**ARTICLE 4 - BIDDER'S CERTIFICATION**

4.01 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 and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- 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 engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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**ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price: \$ \_\_\_\_\_

Write out Total Bid Amount in words:

\_\_\_\_\_ US dollars

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

**ARTICLE 6 - TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damage.

**ARTICLE 7 - ATTACHEMENTS TO THIS BID**

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

- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids;

**ARTICLE 8 - DEFINED TERMS**

8.01 The terms used in this Bid with the initial capitol letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 - BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

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**An Individual**

Name (typed or printed): \_\_\_\_\_

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

*(Individual's signature)*

SEAL,  
if required  
by State

Doing business as:

\_\_\_\_\_

**A Partnership**

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

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

*(Signature of general partner -- attach evidence of authority to sign)*

SEAL,  
if required  
by State

Name (typed or printed):

\_\_\_\_\_

**A Corporation**

Corporation Name:

\_\_\_\_\_

State or Jurisdiction of Incorporation: \_\_\_\_\_

Type (General Business, Profession, Service, Limited Liability):

\_\_\_\_\_

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

*(Signature -- attach evidence of authority to sign)*

Name (typed or printed):

\_\_\_\_\_

Title: \_\_\_\_\_

Attest \_\_\_\_\_

*(Signature of Corporate Secretary)*

CORPORATE  
SEAL,  
if required by State

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Date of Qualification to do business in \_\_\_\_\_ [State or other jurisdiction where  
Project is located] is \_\_\_ / \_\_\_ / \_\_\_\_\_

**A Joint Venture**

Name of Joint Venture:

\_\_\_\_\_

First Joint Venture Name:

SEAL,  
if required  
by State

\_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed):

\_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venture Name:

SEAL,  
if required  
by State

\_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed):

\_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership,  
and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: \_\_\_\_\_

\_\_\_\_\_

Business Phone No. (\_\_\_\_\_) \_\_\_\_\_



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Business FAX No. (\_\_\_\_)\_\_\_\_\_

Business E-Mail Address \_\_\_\_\_

State Contractor License No. \_\_\_\_\_ . (If applicable)

Employer's Tax ID No. \_\_\_\_\_

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

\_\_\_\_\_  
\_\_\_\_\_

9.02 Bid submitted on \_\_\_\_\_, 20\_\_.

**BID BOND**

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

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

Town of Windsor Locks Department of Public Works  
6 Stanton Road  
Windsor Locks, CT 06096

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

Sidewalk Improvements, Project #L165-0001

Ella Grasso Turnpike, Schoephoester Road & Halfway House Road

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum

\_\_\_\_\_

(Words)

\$

\_\_\_\_\_

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

(Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal

(Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# Notice of Award

Date: April 4, 2019

---

Project: TOD Responsible Growth Grant, Phase 1 – Demolition

47,41 & 39 Chestnut Street, Windsor Locks, CT

Owner: Windsor Locks Department of Public Works

Owner's Contract No.: n/a

Contract: Phase 1 Demolition

Engineer's Project No.: 2016-609

Bidder:

Bidder's Address:

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You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Total Work.

The Total Contract Price of your Contract is \_\_\_\_\_. This Contract Price includes unit price work items in accordance with the Table provided on the Bid Form and reproduced in the Agreement. These prices for unit price work are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. The final Contract Price will be adjusted based on the actual quantities of unit price work.

Five (5) copies of the proposed Agreement accompany this Notice of Award.

Upon receipt of the signed Agreement, up to five (5) sets of additional copies of the Drawings, the Project Manual and all other Contract Documents will be made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Agreement.
2. Deliver with the executed Agreement the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
  - Deliver to the Owner and each additional insured as listed in the Supplementary Conditions, an Insurance Certificate providing evidence of insurance coverage in conformance with Article 5 of the General Conditions and the Supplementary Conditions.
  - Deliver to the Owner a copy of the completed Contractor's Wage Certification Form with proof of mailing (certified mail return receipt) to the Connecticut Department of Labor.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

---

Owner's Representative

By: \_\_\_\_\_  
Authorized Signature

---

Title

Copy to Engineer

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**SECTION 00520  
AGREEMENT FORM**

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (UNIT PRICE)**

THIS AGREEMENT is by and between Windsor Locks Department of Public Works (“Owner”) and \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents for the project titled “TOD Responsible Growth Grant, Phase 1 – Demolition, Chestnut Street, Windsor Locks, CT”. The Work is generally described as follows: Demolition and removal and surface restoration of all structures from 47, 41 & 39 Chestnut Street in Windsor Locks, Connecticut.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Total Work as described in Section 1.01.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by J.R. Russo & Associates, LLC (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 90 calendar days of the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph

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14.07 of the General Conditions within 60 calendar days of the Notice of Substantial Completion.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$2,000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A:

A. Lump sum amount of \$ \_\_\_\_\_ US dollars

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment no later than the 1<sup>st</sup> of each month in accordance with Article 14 of the General Conditions. Applications for Payment will be processed in accordance with the procedures outlined in the General and Supplementary Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of

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units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage)

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

**6.03 Final Payment**

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

**ARTICLE 7 – INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.0% percent per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor 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.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents; and the Site-



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related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 11, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 62, inclusive).
  - 5. Supplementary Conditions (pages 1 to 6, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Most recent revision of Drawings as listed on List of Drawings, Section 00015 of the Project Manual.
  - 8. Addenda (numbers 1 to \_, inclusive).

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9. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (\_\_\_pages).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 1 to 2, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision

10.05 *Non-Discrimination and Affirmative Action Provisions*

- A. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e,46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.
- B. Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year

**TOD Responsible Growth Grant  
Phase 1 – Demolition  
Chestnut Street, Windsor Locks, CT**

of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed.

- C. If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**TOD Responsible Growth Grant  
Phase 1 – Demolition  
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D. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

10.06 *Prevailing Wages*

A. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53, 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 construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**TOD Responsible Growth Grant  
Phase 1 – Demolition  
Chestnut Street, Windsor Locks, CT**

10.07 *Contractor’s Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

Windsor Locks Department of Public Works

By: Philip J. Sissick

Title: Director

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

CONTRACTOR

\_\_\_\_\_

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

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

**TOD Responsible Growth Grant  
Phase 1 – Demolition  
Chestnut Street, Windsor Locks, CT**

6 Stanton Road

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Windsor Locks, CT 06096

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License No.: \_\_\_\_\_

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

Agent for service of process:

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# Notice to Proceed

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

---

Project: Sidewalk Improvements - TOD Responsible Growth Grant, Phase 1 – Demolition  
47,41 & 39 Chestnut Street, Windsor Locks, CT

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Owner: Windsor Locks Department of Public Works

Owner's Contract No.:

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Contract:

Engineer's Project No.: 2016-609

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Contractor:

---

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*

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You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

\_\_\_\_\_ *[add other requirements].*

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Owner

Given by:

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Authorized Signature

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---

Title

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Date

Copy to Engineer



# PERFORMANCE BOND

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

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CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Windsor Locks Department of Public Works  
6 Stanton Road  
Windsor Locks, CT 06096

CONTRACT

Effective Date of Agreement:

Amount: \$

Description (*Name and Location*): TOD Responsible Growth Grant, Phase 1 – Demolition  
47,41&39 Chestnut Street, Windsor Locks, CT

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the 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 Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative: J.R. Russo & Associates, LLC, 1 Shoham Road, East Windsor, CT 06088  
(860) 623-0569

**PAYMENT BOND**

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

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CONTRACTOR (*Name and Address*):                 SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):  
 Windsor Locks Department of Public Works  
 6 Stanton Road  
 Windsor Locks, CT 06096

**CONTRACT**

Effective Date of Agreement:  
 Amount:

Description:   TOD Responsible Growth Grant, Phase 1 – Demolition  
 47,41&39 Chestnut Street, Windsor Locks, CT

**BOND**

Bond Number:  
 Date (*Not earlier than Effective Date of Agreement*):  
 Amount:  
 Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_ (Seal)  
 Contractor's Name and Corporate Seal

\_\_\_\_\_ (Seal)  
 Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
 Signature (Attach Power of Attorney)

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

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

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

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative: J.R. Russo & Associates, LLC, 1 Shoham Road, East Windsor, CT 06088  
(860) 623-0569

## Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

### Application For Payment Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ _____
			2. Net change by Change Orders..... \$ _____
			3. Current Contract Price (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ _____
			5. RETAINAGE:
			a. X _____ Work Completed..... \$ _____
			b. X _____ Stored Material..... \$ _____
			c. Total Retainage (Line 5a + Line 5b)..... \$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ _____
TOTALS			
NET CHANGE BY CHANGE ORDERS			

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:
-----	-------

Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)
is recommended by:	_____	_____
	(Engineer)	(Date)
Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	_____
	(Owner)	(Date)
Approved by:	_____	_____
	Funding Agency (if applicable)	(Date)

Endorsed by the Construction Specifications Institute.



# Progress Estimate

# Contractor's Application

For (contract):				Application Number:				
Application Period:				Application Date:				
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C+D)	This Period				
<b>Totals</b>								

**Progress Estimate**

**Contractor's Application**

For (contract):							Application Number:			
Application Period:							Application Date:			
A				B	C	D	E	F		
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
<b>Totals</b>										

# Stored Material Summary

# Contractor's Application

For (contract):						Application Number:			
Application Period:						Application Date:			
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
<b>Totals</b>									

# Certificate of Substantial Completion

Project: TOD Responsible Growth Grant, Phase 1 – Demolition  
47,41&39 Chestnut Street, Windsor Locks, CT

Owner: Windsor Locks Department of Public Works

Owner's Contract No.:

Contract:

Engineer's Project No.: 2016-609

**This [tentative] [definitive] Certificate of Substantial Completion applies to:**

- All Work under the Contract Documents:       The following specified portions of the Work:

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\_\_\_\_\_  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

- Amended Responsibilities                       Not Amended

Owner's Amended Responsibilities:

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Contractor's Amended Responsibilities:

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The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

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Executed by Engineer \_\_\_\_\_ Date \_\_\_\_\_

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Accepted by Contractor \_\_\_\_\_ Date \_\_\_\_\_

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Accepted by Owner \_\_\_\_\_ Date \_\_\_\_\_

**TOD Responsible Growth Grant  
Phase 1 – Demolition  
Chestnut Street, Windsor Locks, CT**

**SECTION 00700  
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

### B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

### C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

### D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

### E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### *2.01 Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### *2.02 Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### *2.03 Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

## 2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

## 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  - 2. a preliminary Schedule of Submittals; and

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.



## ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

### 3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
  - 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

- 1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  1. A Field Order;
  2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
  3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in

grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### **5.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or



Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

#### 5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
  - a. Such insurance shall remain in effect for two years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations,

water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

## 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

## 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received

applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### **ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

#### 6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

#### 6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer. Legal holidays include New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

#### 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.

- b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute



items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or

relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## 6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

##### 2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the



Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

## 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

## 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations,

specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## **ARTICLE 7 – OTHER WORK AT THE SITE**

### *7.01 Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
  - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly

report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

### **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

#### 8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

#### 8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

#### 8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

## ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

### 9.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents.

### 9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or

Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed



with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

#### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may

otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### *11.01 Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of

the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

### **12.01 *Change of Contract Price***

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### *13.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *13.02 Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### *13.03 Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.



- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### *14.01 Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *14.02 Progress Payments*

#### *A. Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

*D. Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

#### 14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety,

and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.



## 14.07 *Final Payment*

### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

### C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

#### 14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

### **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

#### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

#### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 – DISPUTE RESOLUTION

### 16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  2. agrees with the other party to submit the Claim to another dispute resolution process; or
  3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**TOD Responsible Growth Grant  
Phase 1 – Demolition  
Chestnut Street, Windsor Locks, CT**

**SECTION 00800  
SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

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SC-14.02.C.1	Payment Becomes Due
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SC-14.02.D.2	Notification of Reduction in Payment

**SC-1.01.A.3. Add the following language to the end of Paragraph 1.01.A.3:**

The Application for Payment form to be used on this Project is EJCDC No. C-620.

**SC-1.01.A.9. Add the following language to the end of Paragraph 1.01.A.9:**

The Change Order form to be used on this Project is EJCDC No. C-941.

**SC-4.02. Add the following language to section 4.02 Subsurface and Physical Conditions:**

- C. Three soil borings were performed by Clarence Welti Associates. The location map and soil boring logs are provided as “technical data” in Exhibit 9.

**TOD Responsible Growth Grant  
Phase 1 – Demolition  
Chestnut Street, Windsor Locks, CT**

~~B.~~

**SC-4.06. Replace Paragraph 4.06.A with the following:**

A. *Reports and Drawings:* Hazardous Material Inspection Reports were performed for each of the three properties with structures to be removed (47, 41 & 39 Chestnut Street) Portions of these reports are provided as Exhibits 5-7 as “technical data.” An Alternate Work Process for 39 Chestnut Street was also obtained and is included as Exhibit 8.

**SC-5.04. Add the following new paragraph immediately after Paragraph 5.04.B:**

C. The limits of liability for insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- |   |            |
|---|------------|
| a. State:                                       | Statutory  |
| b. Applicable Federal<br>(e.g., Longshoremen’s) | Statutory  |
| c. Employer’s Liability                         | \$ 500,000 |

2. Contractor’s General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

- |  |              |
|--|--------------|
| a. General Aggregate   | \$ 2,000,000 |
| b. Products - Completed<br>Operations Aggregate  | \$ 2,000,000 |
| c. Personal and Advertising<br>Injury  | \$ 1,000,000 |
| d. Each Occurrence<br>(Bodily Injury and<br>Property Damage)   | \$ 1,000,000 |
| e. Property Damage liability<br>insurance will provide<br>Explosion, Collapse, and<br>Underground coverages where<br>applicable. | \$ 1,000,000 |

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:



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Chestnut Street, Windsor Locks, CT**

- a. Bodily Injury:
    - Each Person \$ 1,000,000
    - Each Accident \$ 1,000,000
  - b. Property Damage:
    - Each Accident \$ 1,000,000
  - c. Combined Single Limit of \$ 2,000,000
4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:
    - Each Person \$ 2,000,000
    - Each Accident \$ 2,000,000
  - b. Property Damage:
    - Each Accident \$ 2,000,000
    - Annual Aggregate \$ 2,000,000
5. The following entities shall be included on the policy as additional insureds:
- Town of Windsor Locks  
50 Church Street  
Windsor Locks, CT 06096
- Windsor Locks Department of Public Works  
50 Church Street  
Windsor Locks, CT 06096
- J.R. Russo & Associates, LLC  
P.O. Box 938  
1 Shoham Road  
East Windsor, CT 06088
- State of Connecticut
6. Builder’s Risk Insurance, when applicable, should be obtained through the general contractor. A copy of the Builder’s Risk Certificate should be provided to DECD with the State of Connecticut listed as A.T.I.M.A.
7. The “Hold Harmless” Indemnification endorsement of the insurance shall include the interest of the Town of Windsor Locks and the State of Connecticut. The Contractor and Subcontractors and other interest shall be so named.

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**SC-6.05.C. Amend the paragraph by making two subparagraphs under the title C. Engineer’s Evaluation. The paragraph text is retitled, 6.05.C.2 After Effective Date of Agreement. A new paragraph is added before this paragraph to read as follows:**

1. During Bidding. The Contract, if awarded, will be on the basis of materials and Equipment specified or described in the Bidding Documents, or “or-equal” materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or “or-equal” item. Request for Engineer’s clarification of materials and equipment considered “or-equal” prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

**SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:**

The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

**SC-6.10. Add a new paragraph immediately after Paragraph 6.10.A:**

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Connecticut and of cities and counties thereof on all materials to be incorporated into the Work.
  1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

**SC-14.02.A.1 Amend the first sentence of Paragraph 14.02.A.1 (to read as follows):**

At least ~~20~~ **(30)** days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to ~~Engineer~~ **(Owner)** for review an Application for Payment filled out and signed by Contractor covering the Work

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completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

**SC-14.02.A.3. Add the following language at the end of paragraph 14.02.A.3:**

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

**SC-14.02.A.4. Add the following new Paragraph after Paragraph 14.02.A.3:**

The Application for Payment form to be used on this Project is EJCDC No. C-620.

**SC-14.02.B. Delete Paragraph 14.02.B in its entirety and insert the following in its place:**

1. Within 10 days after receipt of each Application for Payment, Owner shall either initiate payment or return the Application to Contractor indicating in writing reasons for refusing payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Owner will only initiate payment when satisfied that, based on observations of the executed Work, consultation with the Engineer, and review of accompanying data and schedules:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled.
3. Owner may also refuse any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment previously made, to such extent as may be necessary to protect Owner from loss because:
  - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;

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- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

**SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:**

- 1. If the Owner finds the Application for Payment acceptable, the amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

**SC-14.02.D.1 Amend the first sentence of Paragraph 14.02.D.1 (to read as follows):**

- 1. Owner may refuse to make payment of the full amount ~~recommended by Engineer~~ because:

**SC-14.02.D.2 Amend the first sentence of Paragraph 14.02.D.2 (to read as follows):**

- 2. If Owner refuses to make payment of the full amount ~~recommended by Engineer~~, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld.

# Change Order

No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

**Attachments (list documents supporting change):**

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$ \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

\$ \_\_\_\_\_

Contract Price incorporating this Change

\$ \_\_\_\_\_

Original Contract Times:  Working  Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

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

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

# Change Order

## Instructions

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**Construction Contracts - Required Contract Provisions  
(State Funded Only Contracts)**

August 2015

**EXHIBIT 1**

**Index**

1. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements
2. Contractor Work Force Utilization / Specific Equal Employment Opportunity
3. Contract Wage Rates
4. Americans with Disabilities Act of 1990, as Amended
5. Connecticut Statutory Labor Requirements
  - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
  - b. Debarment List - Limitation on Awarding Contracts
  - c. Construction Safety and Health Course
  - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
  - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
7. Executive Orders (State of CT)
8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
9. Whistleblower Provision
10. Connecticut Freedom of Information Act
  - a. Disclosure of Records
  - b. Confidential Information
11. Service of Process
12. Substitution of Securities for Retainages on State Contracts and Subcontracts
13. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
14. Forum and Choice of Law
15. Summary of State Ethics Laws
16. Audit and Inspection of Plants, Places of Business and Records
17. Campaign Contribution Restriction

18. Tangible Personal Property
19. Bid Rigging and/or Fraud – Notice to Contractor
20. Consulting Agreement Affidavit

**Index of Exhibits**

- EXHIBIT A – Title VI Contractor Assurances (page 13)
- EXHIBIT B – Contractor Work Force Utilization / Equal Employment Opportunity (page 14)
- EXHIBIT C – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 17)
- EXHIBIT D - Campaign Contribution Restriction (page 25)
- EXHIBIT E - State Wage Rates (Attached at the end)



## **1. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements**

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto at Exhibit A, all of which are hereby made a part of this Contract.

## **2. Contractor Work Force Utilization / Equal Employment Opportunity**

- (a) The Contractor shall comply with the Contractor Work Force Utilization / Equal Employment Opportunity requirements attached at Exhibit B and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of \$10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.
- (b) Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

## **3. Contract Wage Rates**

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit E hereof are hereby made part of this Contract.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 816), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

## **4. Americans with Disabilities Act of 1990, as Amended**

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

## 5. Connecticut Statutory Labor Requirements

**(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates.** The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**(b) Debarment List. Limitation on Awarding Contracts.** The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

**(c) Construction Safety and Health Course.** The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner 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 of the Connecticut General Statutes, as revised, 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.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

**(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited.** The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

**(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS.** Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

## 6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at [www.ct.gov/DRS](http://www.ct.gov/DRS) to download and print Connecticut tax forms; or Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

## 7. Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

## 8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or

understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56;

and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.”

The Nondiscrimination Certifications can be found at the Office of Policy and Management website.

<http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928>

## 9. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

**Whistleblowing.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

## 10. Connecticut Freedom of Information Act

- (a) **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

**(b) Confidential Information.** The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, e.g., Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

## **11. Service of Process**

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

## **12. Substitution of Securities for Retainages on State Contracts and Subcontracts**

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised.

## **13. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit C, and hereby made part of this Contract.

#### **14. Forum and Choice of Law**

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

#### **15. Summary of State Ethics Laws**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

#### **16. Audit and Inspection of Plants, Places of Business and Records**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.



## **17. Campaign Contribution Restriction**

For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached hereto and hereby made a part of this contract, attached as Exhibit D.

## **18. Tangible Personal Property**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

## **19. Bid Rigging and/or Fraud – Notice to Contractor**

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free “HOT LINE” telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The “HOT LINE” telephone number will be available during normal working hours ( 8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

**20. Consulting Agreement Affidavit**

The Contractor shall comply with Connecticut General Statutes Section 4a-81(a) and 4a-81(b), as revised. Pursuant to Public Act 11-229, after the initial submission of the form, if there is a change in the information contained in the form, a contractor shall submit the updated form, as applicable, either (i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

The Affidavit/Form may be submitted in written format or electronic format through the Department of Administrative Services (DAS) website.

## EXHIBIT A

### TITLE VI CONTRACTOR ASSURANCES

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**1. Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

**2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

**4. Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

**6. Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may -direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

**EXHIBIT B****CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY****1. Project Workforce Utilization Goals:**

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female utilization are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the covered area, are referenced in the Appendix A below.

**STATE FUNDED PROJECTS (only)****APPENDIX A****(Labor Market Goals)****LABOR MARKET AREA GOAL****Minority****Female**

<b>Bridgeport</b> <b>6.9%</b>				<b>14%</b>
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
<b>Danbury</b> <b>6.9%</b>				<b>4%</b>
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington				
<b>Danielson</b> <b>6.9%</b>				<b>2%</b>
Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	
<b>Hartford</b> <b>6.9%</b>				<b>15%</b>

Andover	Ashford	Avon	Barkhamsted
Belin	Bloomfield	Bolton	Bristol
Burlington	Canton	Chaplin	Colchester
Columbia	Coventry	Cromwell	Durham
East Granby	East Haddam	East Hampton	East Hartford
East Windsor	Ellington	Enfield	Farmington
Glastonbury	Granby	Haddam	Hartford
Harwinton	Hebron	Lebanon	Manchester
Mansfield	Marlborough	Middlefield	Middletown
Newington	Plainville	Plymouth	Portland
Rocky Hill	Simsbury	Somers	South Windsor
Southington	Stafford	Suffield	Tolland
Vernon	West Hartford	Wethersfield	Willington
Winchester	Windham	Windsor	Windsor Locks

<b>Lower River</b> <b>6.9%</b>			<b>2%</b>
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Chester	Deep River	Essex	Old Lyme
Westbrook			

<b>New Haven</b> <b>6.9%</b>			<b>14%</b>
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Bethany	Branford	Cheshire	Clinton
East Haven	Guilford	Hamden	Killingworth
Madison	Meriden	New Haven	North Branford
North Haven	Orange	Wallingford	West Haven
Woodbridge			

<b>New London</b> <b>6.9%</b>			<b>8%</b>
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Bozrah	Canterbury	East Lyme	Franklin
Griswold	Groton	Ledyard	Lisbon
Montville	New London	North Stonington	Norwich
Old Lyme	Old Saybrook	Plainfield	Preston
Salem	Sprague	Stonington	Waterford
Hopkinton	RI – Westerly Rhode Island		

<b>Stamford</b> <b>6.9%</b>			<b>17%</b>
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Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

<b>Torrington</b> <b>6.9%</b>			<b>2%</b>
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Canaan	Colebrook	Cornwall	Goshen
Hartland	Kent	Litchfield	Morris
Norfolk	North Canaan	Salisbury	Sharon
Torrington	Warren		

<b>Waterbury</b> <b>6.9%</b>				<b>10%</b>
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Bethlehem  
Southbury  
Wolcott

Middlebury  
Thomaston  
Woodbury

Naugatuck  
Waterbury

Prospect  
Watertown

**EXHIBIT C**

**Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).**

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
  - (1) “Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
  - (2) “Business Associate” shall mean the Contractor.
  - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
  - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
  - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
  - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.



- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
  2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
  4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
  5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
  - E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  - (3) Effect of Termination
    - (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the

August 2015

HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

## DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



**EXHIBIT E**

(state wages will be inserted here)

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

ID#: 20-14445

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

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

Project Number: Windsor Locks

Project Town: Windsor Locks

State#: Windsor Locks

FAP#: Windsor Locks

Project: TOD Responsible Growth Grant (Phase 1/Demolition) (Windsor Locks)

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	35.72	33.16
2) Carpenters, Piledrivermen	34.53	25.64
2a) Diver Tenders	34.53	25.64
3) Divers	42.99	25.64
03a) Millwrights	34.94	26.19
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	52.25	22.55
4a) Painters: Brush and Roller	35.62	22.55
4b) Painters: Spray Only	38.62	22.55
4c) Painters: Steel Only	37.62	22.55
4d) Painters: Blast and Spray	38.62	22.55
4e) Painters: Tanks, Tower and Swing	37.62	22.55

Project: TOD Responsible Growth Grant (Phase 1/Demolition) (Windsor Locks)

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.25	29.17+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	44.63	32.95
----LABORERS-----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	31.0	22.15
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.25	22.15
10) Group 3: Pipelayers	31.5	22.15
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	31.5	22.15
12) Group 5: Toxic waste removal (non-mechanical systems)	33.0	22.15
13) Group 6: Blasters	32.75	22.15
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	32.0	22.15
Group 8: Traffic control signalmen	18.0	22.15
Group 9: Hydraulic Drills	29.3	18.90
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	33.23	22.15 + a
13b) Brakemen, Trackmen	32.26	22.15 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		

14) Concrete Workers, Form Movers, and Strippers	32.26	22.15 + a
15) Form Erectors	32.59	22.15 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.26	22.15 + a
17) Laborers Topside, Cage Tenders, Bellman	32.15	22.15 + a
18) Miners	33.23	22.15 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	39.72	22.15 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.52	22.15 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.54	22.15 + a
21) Mucking Machine Operator	40.31	22.15 + a
----TRUCK DRIVERS----(*see note below)		
Two axle trucks	29.86	25.79 + a
Three axle trucks; two axle ready mix	29.97	25.79 + a
Three axle ready mix	30.03	25.79 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	30.08	25.79 + a
Four axle ready-mix	30.13	25.79 + a
Heavy duty trailer (40 tons and over)	30.35	25.79 + a

Project: TOD Responsible Growth Grant (Phase 1/Demolition) (Windsor Locks)

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	30.13	25.79 + a
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----POWER EQUIPMENT OPERATORS----

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Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	40.91	25.30 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	40.28	25.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	39.17	25.30 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	38.71	25.30 + a
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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	36.54	25.30 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	36.54	25.30 + a
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Group 12: Wellpoint Operator.	36.48	25.30 + a
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As of: August 3, 2020

Project: TOD Responsible Growth Grant (Phase 1/Demolition) (Windsor Locks)

Group 13: Compressor Battery Operator.	35.86	25.30 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	34.66	25.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
Group 16: Maintenance Engineer/Oiler	33.54	25.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	35.53	25.30 + a
**NOTE: SEE BELOW		
----LINE CONSTRUCTION----(Railroad Construction and Maintenance)---		
-		
20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76
----LINE CONSTRUCTION----		
24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20

As of: August 3, 2020

Project: TOD Responsible Growth Grant (Phase 1/Demolition) (Windsor Locks)

28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

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Project: TOD Responsible Growth Grant (Phase 1/Demolition) (Windsor Locks)

Welders: Rate for craft to which welding is incidental.

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

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

**ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:**

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)**
- 2) Cranes (100 ton rated capacity and over) Bauer Drill/Caisson**
- 3) Cranes (under 100 ton rated capacity)**

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

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

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

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

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

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

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

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

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

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

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

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

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

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

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

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

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

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

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

**As of:** August 3, 2020



Project: TOD Responsible Growth Grant (Phase 1/Demolition) (Windsor Locks)

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

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

**As of:** August 3, 2020

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

**EXHIBIT 2**

(Revised 09/3/15)

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

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

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

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

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INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART 1  Bidder Information**

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

**PART II - Bidder Nondiscrimination Policies and Procedures**

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

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

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

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

**PART IV - Bidder Employment Information**

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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# EXHIBIT 3

10-25-17

## **NOTICE TO CONTRACTOR – POTENTIAL MODIFIED AWARD SCHEDULE**

The contractor is hereby given notice that this contract may not be awarded until all Federal and State financial approvals have been received. If all financial approvals are not received, this contract may be withdrawn and re-advertised at the direction of the Municipality, in consultation with the State. This shall not be the basis for any claims by any bidder.

**STATE OF CONNECTICUT**  
**Certificate of Compliance with**  
**Connecticut General Statute Section 31 - 57b**

**EXHIBIT 4**

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The \_\_\_\_\_ **HAS / HAS NOT**  
*Company Name* (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

\_\_\_\_\_  
*(Name of Firm, Organization or Corporation)*

**Signed:**

\_\_\_\_\_  
*Written Signature:*

\_\_\_\_\_  
*Name Typed: (Corporation Seal)*

**Title:**

\_\_\_\_\_  
*(Title of Above Person, typed)*

**Dated:**

\_\_\_\_\_

*State of* \_\_\_\_\_ )

*County of* \_\_\_\_\_ ) **ss:** *A.D., 20* \_\_\_\_\_

)

Sworn to and personally appeared before me for the above, \_\_\_\_\_,  
*(Name of Firm, Organization, Corporation)*

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

\_\_\_\_\_, and his/her free act and deed as  
*(Name of Person appearing in front of Notary or Clerk)*

\_\_\_\_\_  
*(Title of Person appearing in front of Notary or Clerk)*

My Commission Expires:

\_\_\_\_\_  
*(Notary Public) (Seal)*




**OSPREY ENVIRONMENTAL ENGINEERING, LLC**
**146 East Main Street. Clinton, CT 06413**
**Phone: 860.669.8651**

23 June 2020

Mr. J. Christopher Kervic, First Selectman  
 Windsor Locks Town Hall  
 50 Church Street  
 Windsor Locks, CT 06096

Re: Asbestos Predemolition Inspection, 47 Chestnut Street, Windsor Locks, CT

Robert Grabarek of Osprey, a Connecticut Licensed Asbestos Inspector, conducted a limited prerenovation asbestos survey for the roof at the above referenced facility on 12 June 2020. The survey was conducted to identify all asbestos containing materials prior to potential building renovations or demolition. The asbestos survey included the collection of samples of all suspect asbestos containing materials in accordance with State and Federal sampling requirements. Samples were submitted to EMSL, Inc., an NVLAP/AIHA accredited laboratory and were analyzed by polarized light microscopy to determine whether the materials met the definition of asbestos containing materials (>1% asbestos). A summary table of findings and plans indicating sampling locations and asbestos containing materials (ACMs) are appended.

A minimum of three samples were taken for each of 21 suspected asbestos containing materials. None were present in the house. It is noted that much of the interior plaster and fixtures were removed from the building prior to the inspection. One item not tested and assumed to be asbestos was the thermal insulation pipe lagging present behind the plaster lath. This material was intact and not disturbed. This material is always an asbestos-containing material.

<i>Location</i>	<i>Asbestos Containing Material</i>	<i>Quantity</i>
First Floor behind plaster lath	Aircell pipe lagging	60 l.f.

Asbestos samples were not collected of the following materials, if present (these items may not be present at this facility): buried concrete foundation damp proofing. The probability of these materials being present is low, based on the nature of the materials used and age of construction.

In addition, a composite sample was collected of potential demolition materials and submitted to Complete Environmental Testing, Inc., a CT certified laboratory for TCLP lead. Lead was present at a concentration of 0.29 mg/l, well below the US Environmental Protection Agency characteristic hazardous waste threshold of 5.0 mg/l. The demolition debris would therefore not be a hazardous waste if disposed of as a composite material.

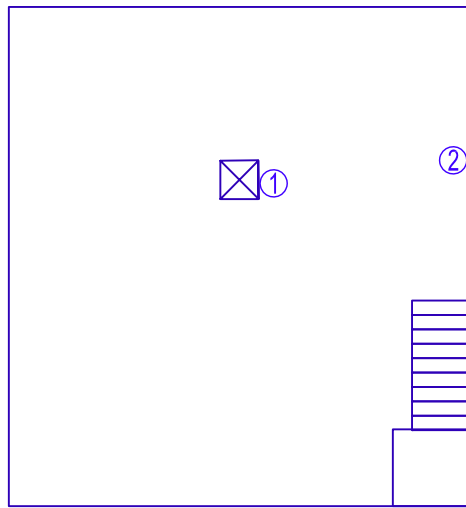
With respect to other hazardous materials, no fluorescent lights or ballasts were present in the building, nor were any potentially mercury containing thermostats, or stored chemicals other than the possibility of fuel oil in the 275-gallon steel storage tank located in the basement of the building.

Should you have any questions regarding the above, please contact me.

Sincerely,  
 Osprey Environmental Engineering, LLC

Robert Grabarek, P.E., L.S., LEP  
 President

NOTES:		Stop positive. If joint compound positive test composite sheetrock/joint compound				
SAMPLE ID	Item	Loc.	Notes:	Comments	% ACM	
1	A-C Flue cement grey	B		ND		
2	A-C Wall stucco grey textured	B		ND		
3	A-C Flue cement grey	1		ND		
4	A-C Foundation concrete grey	E		ND		
5	A-C Stucco backing	E	paint?	ND		
6	A-C Foundation stucco grey textured	E		ND		
7	A-E Plaster brown coat & white coat	All		ND		
8	A-C Plaster textured finish sand	All		ND		
9	A-C Linoleum mastic brown	1		ND		
10	A-C Linoleum beige/pink	1		ND		
11	A-C Linoleum pebble s/a	1		ND		
12	A-C Linoleum granite w/black paper/mastic	1		ND		
13	A-C Floor tile 12" grey & mastic black	1		ND		
14	A-C Siding base tar paper black	E		ND		
15	A-C Siding middle tan paper	E		ND		
16	A-C Siding outside tar paper black	E		ND		
17	A-C Roof shingle black	R		ND		
18	A-C roof tar paper base black	R		ND		
19	A-C Sheetrock	2/A		ND		
20	A-C Joint compound	2/A		ND		
21	A-C Window frame caulk grey	E		ND		



CHESTNUT STREET

A-0

ASBESTOS SURVEY  
BASEMENT FLOOR PLAN  
47 CHESTNUT STREET  
WINDSOR LOCKS, CT

LEGEND

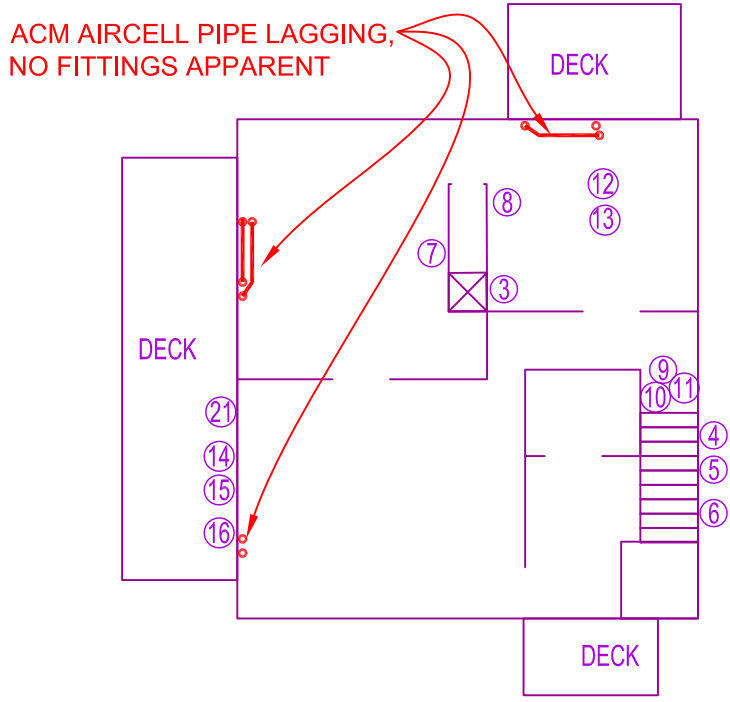
① ASBESTOS SAMPLE LOCATION



OSPREY

ENVIRONMENTAL ENGINEERING, LLC  
146 East Main Street  
Clinton, CT 06413  
Phone (860) 669-8651

DRAWN BY: RJC  
SCALE: 1"=10'  
DATE: 06.22.20  
REVISIONS:



CHESTNUT STREET

A-1

ASBESTOS SURVEY  
FIRST FLOOR PLAN  
47 CHESTNUT STREET  
WINDSOR LOCKS, CT

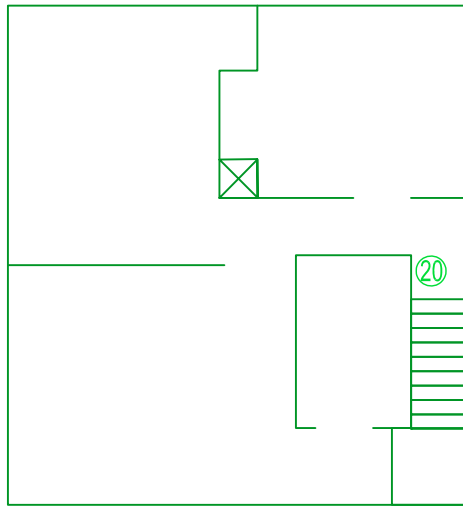
LEGEND

⑭ ASBESTOS SAMPLE LOCATION

OSPREY  
ENVIRONMENTAL ENGINEERING, LLC  
146 East Main Street  
Clinton, CT 06413  
Phone (860) 669-8651



DRAWN BY: RJC  
SCALE: 1"=50'  
DATE: 06.22.20  
REVISIONS:



CHESTNUT STREET

A-2

ASBESTOS SURVEY  
SECOND FLOOR PLAN  
47 CHESTNUT STREET  
WINDSOR LOCKS, CT

LEGEND

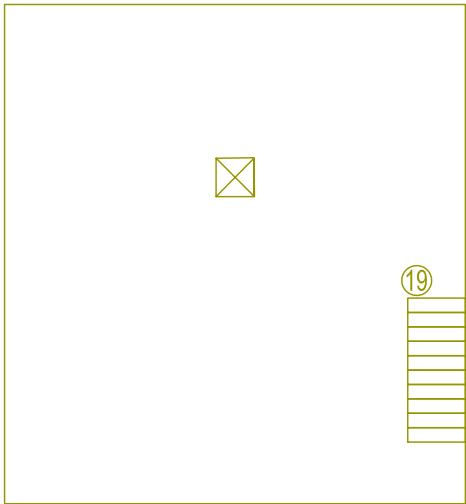
⑭ ASBESTOS SAMPLE LOCATION



OSPREY

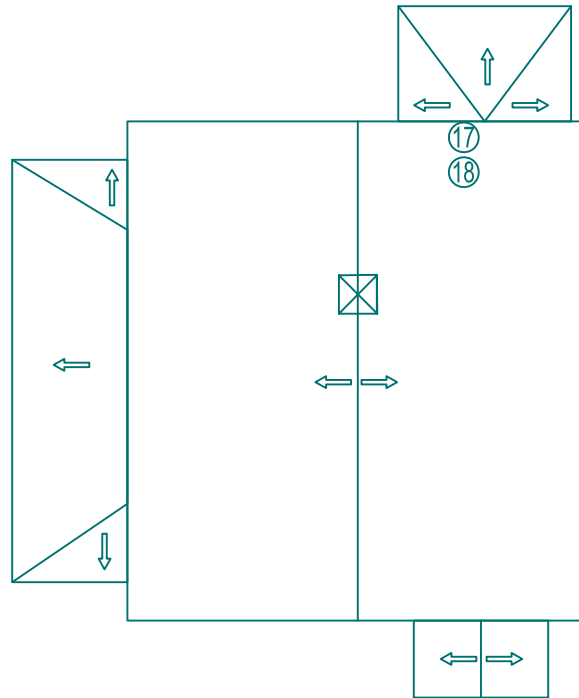
ENVIRONMENTAL ENGINEERING, LLC  
146 East Main Street  
Clinton, CT 06413  
Phone (860) 669-8651

DRAWN BY: RJC  
SCALE: 1"=10'  
DATE: 06.22.20  
REVISIONS:



CHESTNUT STREET

<p>A-3</p>	<p><b>ASBESTOS SURVEY THIRD FLOOR PLAN 47 CHESTNUT STREET WINDSOR LOCKS, CT</b></p>	<p><b><u>LEGEND</u></b>          (14) ASBESTOS SAMPLE LOCATION</p>	<p><b><u>OSPREY</u></b>  <b>ENVIRONMENTAL ENGINEERING, LLC</b>          146 East Main Street          Clinton, CT 06413          Phone (860) 669-8651</p> 	<p><i>DRAWN BY: RJC          SCALE: 1"=10'          DATE: 06.22.20          REVISIONS:</i></p>
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# CHESTNUT STREET

ASBESTOS SAMPLE LOCATION  
LEAD PAINT SAMPLE LOCATION  
RADON SAMPLE LOCATION

F - 4 FLUORESCENT LIGHT (- # FIXTURES)

A-4

ASBESTOS SURVEY  
ROOF PLAN  
47 CHESTNUT STREET  
WINDSOR LOCKS, CT

⑭ ASBESTOS SAMPLE LOCATION



**OSPREY**

ENVIRONMENTAL ENGINEERING, LLC  
146 East Main Street  
Clinton, CT 06413  
Phone (860) 669-8651

DRAWN BY: RJC  
SCALE: 1"=10'  
DATE: 06.23.20  
REVISIONS:

**OSPREY ENVIRONMENTAL ENGINEERING, LLC****146 East Main Street. Clinton, CT 06413****Phone: 860.669.8651**

23 June 2020

Mr. J. Christopher Kervic, First Selectman  
Windsor Locks Town Hall  
50 Church Street  
Windsor Locks, CT 06096

Re: Asbestos Predemolition Inspection, 41 Chestnut Street, Windsor Locks, CT

Robert Grabarek of Osprey, a Connecticut Licensed Asbestos Inspector, conducted a limited prerenovation asbestos survey for the roof at the above referenced facility on 03 June 2020. The survey was conducted to identify all asbestos containing materials prior to potential building renovations or demolition. The asbestos survey included the collection of samples of all suspect asbestos containing materials in accordance with State and Federal sampling requirements. Samples were submitted to EMSL, Inc., an NVLAP/AIHA accredited laboratory and were analyzed by polarized light microscopy to determine whether the materials met the definition of asbestos containing materials (>1% asbestos). A summary table of findings and plans indicating sampling locations and asbestos containing materials (ACMs) are appended.

A minimum of three samples were taken for each of 24 suspected asbestos containing materials. None were present in the house or the garage.

Asbestos samples were not collected of the following materials, if present (these items may not be present at this facility): buried concrete foundation damp proofing. The probability of these materials being present is low, based on the nature of the materials used and age of construction.

The sheetrock joint compound had asbestos present but at less than 1% and is therefore not an asbestos containing material under the regulatory definition. It does meet the OSHA definition of an ACM and should be considered when removing the materials.

In addition, a composite sample was collected of potential demolition materials and submitted to Complete Environmental Testing, Inc., a CT certified laboratory for TCLP lead. Lead was present at a concentration of 0.051 mg/l, well below the US Environmental Protection Agency characteristic hazardous waste threshold of 5.0 mg/l. The demolition debris would therefore not be a hazardous waste if disposed of as a composite material.

With respect to other hazardous materials, no fluorescent lights or ballasts were present in the building, nor were any potentially mercury containing thermostats, or stored chemicals other than the possibility of fuel oil in the 275-gallon steel storage tank located in the basement of the building.

Should you have any questions regarding the above, please contact me.

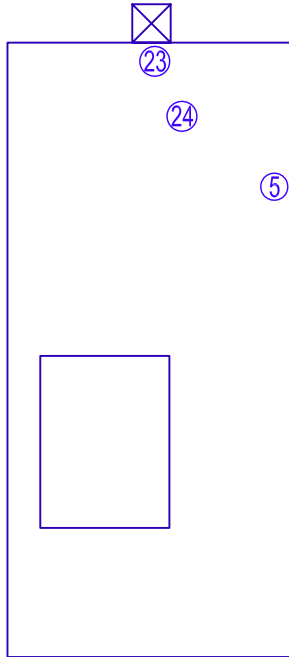
Sincerely,  
Osprey Environmental Engineering, LLC

A handwritten signature in black ink, appearing to read "R. Grabarek". The signature is fluid and cursive.

Robert Grabarek, P.E., L.S., LEP  
President



NOTES:		Stop positive. If joint compound positive test composite sheetrock/joint compound				
SAMPLE ID	Item	Loc.	Notes:	Comments	% ACM	
1	A-C Roof shingle brown/black	SH R		ND		
2	A-C Black tar paper under #1	SH R		ND		
3	A-C Roof shingle brown/black	R		ND		
4	A-C Black tar paper under #3	R		ND		
5	A-C Mortar grey	B	brick mortar	ND		
6	A-C Stucco grey	E	partial house foundation	ND		
7	A-C Caulk grey	E	window frame	ND		
8	A-C Sheetrock/joint compound	1&2	Joint compound <1% chrysotile	ND		
9	A-C Plaster grey	2		ND		
10	A-C Textured ceiling paint	1&2		ND		
11	A-C Textured wall paper	2		ND		
12	A-C Window frame tar paper black	E		ND		
13	A-C Insulation paper black	1&2		ND		
14	A-C caulk black	1&2	base floor board joints	ND		
15	A-C Textured ceiling	1		ND		
16	A-C Sink undercoat white	1		ND		
17	A-C Formica white	1		ND		
18	A-C ceramic tile mastic white	1		ND		
19	A-C Linoleum white grid & mastic white	1		ND		
20	A-C Linoleum grey/brown & mastic grey	1		ND		
21	A-C 12" carpet tile brown	Land.		ND		
22	A-C Glue white under 21	Land.		ND		
23	A-C Flue cement grey	B		ND		
24	A-C Wood paint silver	B	on ceiling joists/deck	ND		



CHESTNUT STREET

A-0

ASBESTOS SURVEY  
BASEMENT FLOOR PLAN  
41 CHESTNUT STREET  
WORCESTER, CT

LEGEND

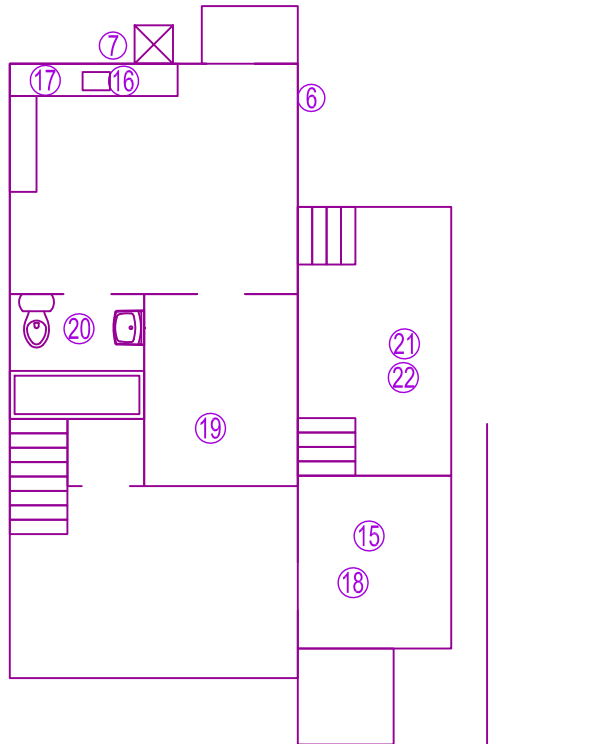
(14) ASBESTOS SAMPLE LOCATION



OSPREY

ENVIRONMENTAL ENGINEERING, LLC  
146 East Main Street  
Clinton, CT 06413  
Phone (860) 669-8651

DRAWN BY: RJC  
SCALE: 1"=20'  
DATE: 07.04.16  
REVISIONS:



CHESTNUT STREET

A-1

ASBESTOS SURVEY  
FIRST FLOOR PLAN  
41 CHESTNUT STREET  
WINDSOR LOCKS, CT

LEGEND

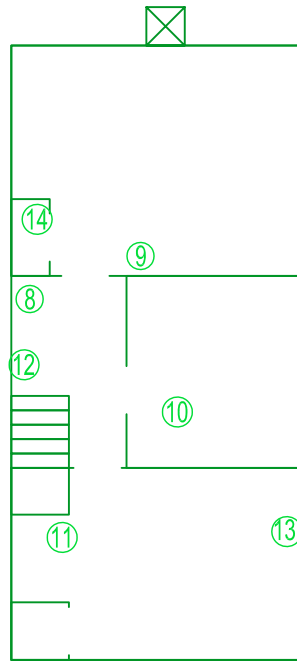
⑬ ASBESTOS SAMPLE LOCATION



OSPREY

ENVIRONMENTAL ENGINEERING, LLC  
146 East Main Street  
Clinton, CT 06413  
Phone (860) 669-8651

DRAWN BY: RJC  
SCALE: 1"=50'  
DATE: 06.22.20  
REVISIONS:



CHESTNUT STREET

A-2

ASBESTOS SURVEY  
SECOND FLOOR PLAN  
41 CHESTNUT STREET  
WINDSOR LOCKS, CT

LEGEND

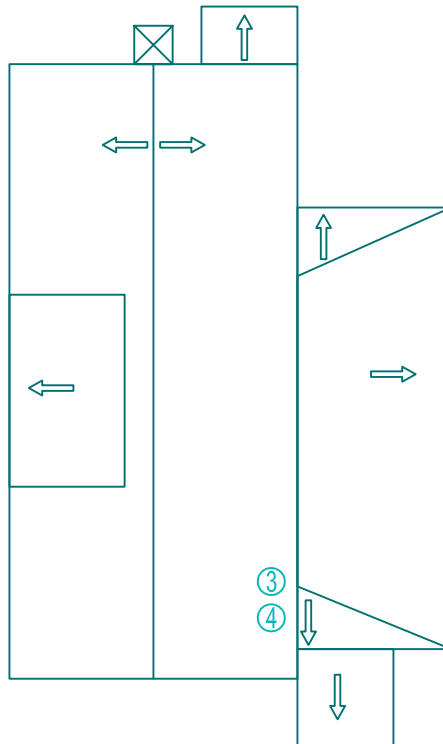
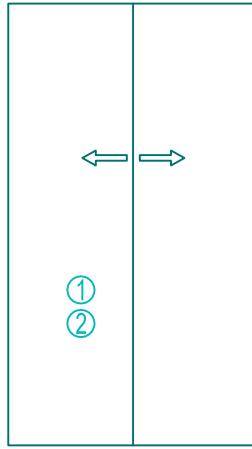
⑭ ASBESTOS SAMPLE LOCATION



OSPREY

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146 East Main Street  
Clinton, CT 06413  
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DRAWN BY: RJC  
SCALE: 1"=10'  
DATE: 06.22.20  
REVISIONS:



## CHESTNUT STREET

ASBESTOS SAMPLE LOCATION  
LEAD PAINT SAMPLE LOCATION  
RADON SAMPLE LOCATION

F - 4 FLUORESCENT LIGHT (- # FIXTURES)

A-3

ASBESTOS SURVEY  
ROOF PLAN  
41 CHESTNUT STREET  
WINDSOR LOCKS, CT

⑭ ASBESTOS SAMPLE LOCATION



**OSPREY**

ENVIRONMENTAL ENGINEERING, LLC  
146 East Main Street  
Clinton, CT 06413  
Phone (860) 669-8651

DRAWN BY: RJC  
SCALE: 1"=30'  
DATE: 01.22.16  
REVISIONS:

## Hazardous Building Materials Inspection

June 7, 2017  
39 Chestnut Street  
Windsor Locks, Connecticut

**Fuss & O'Neill, Inc.**  
Manchester, Connecticut

June 29, 2017



Fuss & O'Neill EnviroScience, LLC  
146 Hartford Road  
Manchester, CT 06040

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# 1 Introduction

On June 07, 2017, Fuss & O'Neill EnviroScience, LLC (EnviroScience) representatives Mr. Michael Sottile and Ms. Sandra Guzman performed a hazardous building materials inspection for proposed demolition at the residential property located at 39 Chestnut Street in Windsor Locks, Connecticut (the "Site"). The work was conducted for the Town of Windsor Locks. (the "Client") in accordance with our written scope of services and is subject to the limitations included in *Appendix A*.

The inspection included the following:

- asbestos-containing material (ACM) inspection;
- lead-based paint (LBP) determination;
- lead waste characterization; and
- polychlorinated biphenyl (PCB)-containing light ballasts and mercury-containing equipment inventory.

This hazardous building materials inspection was performed in response to the proposed demolition activities and included a two story residential structure, a garage/barn and a shed.

This inspection was not limited to non-invasive and discrete sampling techniques i.e. destructive testing was performed to inspect representative areas behind walls, within chases, etc. Specific areas that were not inspected include foundation walls, sub-slab systems and sub-grade utilities or other sub-grade features.

We have excluded collection and analysis of building materials for PCBs. Sampling for PCBs is presently not mandated by the Environmental Protection Agency (EPA); however, significant liability risk for disposing of PCB-containing wastes exists. Recent knowledge of PCBs within these matrices has become more prevalent, especially with remediation contractors, waste haulers, and disposal facilities. Many property Owners have become subject to large changes in schedule, scope, and costs as a result of failure to identify this possible contaminant prior to renovation or demolition.

## 2 Asbestos Inspection

A property Owner must ensure that a thorough ACM inspection is performed prior to possible disturbance of suspect ACM during renovation or demolition activities. This is a requirement of the EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation located at Title 40 CFR, Part 61, Subpart M.

On June 7, 2017, Mr. Michael Sottile and Ms. Sandra Guzman of EnviroScience conducted the inspection. Mr. Sottile and Ms. Guzman are both State of Connecticut Department of Public Health (CTDPH) - licensed Asbestos Inspectors. Refer to *Appendix B* for the Asbestos Inspector licenses and accreditations.



## 2.1 Methodology

The inspection was conducted by visually inspecting for suspect ACM and touching each of the suspect materials. The suspect materials were categorized into three EPA NESHAP groups: friable and non-friable Category I and Category II type ACM.

- A Friable Material is defined as material that contains greater than 1 percent ( $> 1\%$ ) asbestos that when dry **can** be crumbled, pulverized, or reduced to powder by hand pressure.
- A Category I Non-Friable Material refers to material that contains  $> 1\%$  asbestos (i.e., packings, gaskets, resilient floor coverings, and asphalt roofing products) that when dry **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.
- A Category II Non-Friable Material refers to any non-friable material excluding Category I materials that contain  $> 1\%$  asbestos that when dry **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.

The suspect ACM were also categorized into their applications including Thermal System Insulation (TSI), Surfacing ACM (S), and Miscellaneous ACM (M). TSI includes those materials used to prevent heat loss/gain or water condensation on mechanical systems. Examples of TSI are pipe insulation, boiler insulation, duct insulation, and mudded pipe fitting insulations. Surfacing ACM includes those ACM that are applied by spray, trowel, or otherwise applied to an existing surface. Surfacing ACM is commonly used for fireproofing, decorative, and acoustical applications. Miscellaneous materials include those ACM not listed as thermal or surfacing, such as linoleum, vinyl asbestos flooring, ceiling tiles, caulking, glues, construction adhesives, etc.

The EPA recommends collecting suspect ACM samples in a manner sufficient to determine asbestos content and to segregate each suspect type of homogenous (similar in color, texture, and date of application) materials. The EPA NESHAP regulation does not specifically identify a minimum number of samples to be collected for each homogeneous material, but the NESHAP regulation does recommend the use of sampling protocols included in Title 40 CFR, Part 763, Subpart E: Asbestos Hazard Emergency Response Act (AHERA).

The EPA AHERA regulation requires a specific number of samples be collected based on the type of material and quantity present. This regulation includes the following protocol:

1. Surfacing Materials (S) (i.e., plasters, spray-applied fireproofings, etc.) must be collected in a randomly distributed manner representing each homogenous area based on the overall quantity represented by the sampling as follows:
  - a. Three (3) samples collected from each homogenous area that is less than or equal to 1,000 square feet.
  - b. Five (5) samples collected from each homogenous area that is greater than 1,000 square feet but less than or equal to 5,000 square feet.
  - c. Seven (7) samples collected from each homogenous area that is greater than 5,000 square feet.

2. Thermal System Insulation (TSI) (i.e., pipe insulations, tank insulations, etc.) must be collected in a randomly distributed manner representing each homogenous area. Three (3) samples must be collected from each material. Also, a minimum of one (1) sample of any patching materials applied to TSI presuming the patched area is less than 6 linear or square feet should be collected.
3. Miscellaneous materials (M) (i.e., floor tile, gaskets, construction mastics, etc.) should have a minimum of two (2) samples collected for each type of homogenous material. Sample collection was conducted in a manner sufficient to determine asbestos content of the homogenous material as determined by the inspector.

The inspectors collected samples of those suspect ACM anticipated to be disturbed by proposed demolition activities, and prepared proper chain-of custody forms for transmission of the samples to EMSL Analytical Inc. for analysis. EMSL is a Connecticut-licensed and American Industrial Hygiene Association (AIHA)-accredited asbestos laboratory. The sample locations, material type, sample identification, and asbestos content are identified by bulk sample analysis in **Table 1** attached hereto. Suspect ACM not listed in Table 1 that may be identified at a later date at the Site, should be assumed to be ACM until sample collection and analysis indicate otherwise. Initial asbestos sample analysis was conducted using the EPA Interim Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116) via Polarized Light Microscopy with Dispersion Staining (PLM/DS).

If samples of suspect materials could not be collected or were inaccessible but observed elsewhere, these materials were assumed to contain asbestos and the inspectors approximated quantities. The exterior and roof were included in the scope of work for this inspection. Also, intrusive or destructive investigative techniques were at the Site to access and observe concealed areas that may have had suspect ACMs that were hidden or obstructed from normal view. Inspection limitations are discussed in Section 1 of this report.

---

## 2.2 Building and Mechanical System Description

The building structure includes two stories with partial basement and was reportedly constructed in 1850 according to the property assessor card. The building contains approximately 2,266 square feet (SF) of total floor area. According to the Town of Windsor Locks building department, renovations to the building were not conducted. The building uses an oil-fired hot water base board heating system.

---

## 2.3 Results

Utilizing the EPA protocol and criteria, the following materials were determined to be **ACM**:

- Pipe and fitting insulation;
- Boiler cement and gaskets;
- Chimney cement board;
- Ceiling textured paint;
- Drywall taping compound;

- Exterior window glazing compound; and
- Roof flashing tars.

The following materials were determined to contain asbestos at less than one percent (<1%):

- Exterior damp proofing paper/tar behind exterior siding; and
- Exterior door window glazing compound.

Refer to **Table 1** for a complete list of ACM and non-ACM identified as part of this inspection. Refer to **Table 2** attached hereto for the ACM inventory. Refer to *Appendix C* for the asbestos laboratory report and chain-of-custody form. Refer to *Appendix D* for site photographs and diagrams.

---

## 2.4 Discussion

The EPA, the Occupational Safety and Health Administration (OSHA), and the CTDPH, define a material that contains greater than one percent (> 1%) asbestos, utilizing PLM/DS, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos. Suspect ACM not identified during this inspection should be presumed to contain asbestos until sample collection and laboratory analysis indicate otherwise.

Additionally, the EPA has suggested that materials that are non-friable organically bound (NOB) materials (e.g., asphaltic-based materials, adhesives, etc.) are recommended for further confirmatory analysis utilizing Transmission Electron Microscopy (TEM). Thirty six of the collected samples were recommended to be analyzed by TEM. The results of TEM analysis are denoted in **Table 1**.

---

## 2.5 Conclusions and Recommendations

Based on visual observations, sample collection, and laboratory analysis, ACM are present at the Site.

Prior to disturbance, ACM that would likely be impacted by the proposed demolition activities must first be abated by a state-licensed Asbestos Abatement Contractor. This is a requirement of CTDPH, and EPA NESHAP regulations governing asbestos abatement.

Due to the inability to effectively separate some types of multi-layered ACM (e.g., gypsum board/joint compound, mastic/plywood, etc.) from non-ACM, these materials are considered asbestos-contaminated and must be managed as ACM for the purposes of removal and disposal.

EnviroScience has been retained by the Client to develop specifications for inclusion in the overall demolition plans. We have also developed an opinion of cost for the complete removal of all identified asbestos under separate cover.

Suspect materials encountered during demolition that are not identified in this report as being non-ACM should be presumed to be ACM until sample collection and laboratory analysis indicate otherwise. Prior

to demolition that may disturb hidden/inaccessible areas, we recommend conducting a supplemental asbestos inspection of these areas and spaces.

Materials are present in and on the (Site location) where concentrations of asbestos are < 1%. While the EPA and the CTDPH identify materials containing < 1% as a non-asbestos containing material, OSHA worker protection regulations apply to materials containing any amount of asbestos.

This report is not intended to be utilized as a bidding document or as a project specification document. The report is designed to aid the Client in locating identified ACM and materials containing <1% asbestos.

## 3 Lead-Based Paint Determination

On June 7, 2017, Ms. Sandra Guzman of EnviroScience performed a lead-based paint (LBP) determination associated with coated building components at the Site that will be disturbed during demolition activities. An X-ray fluorescence (XRF) analyzer was used to perform the LBP determination. The determination was conducted in accordance with generally-accepted industry standards for non-residential (i.e., not child-occupied) buildings.

---

### 3.1 Methodology

A Radiation Monitoring Device Model LPA-1, serial number 3241R, was utilized for the LBP determination. The instrument was checked for proper calibration prior to use as detailed by the manufacturer and the Performance Characteristic Sheet (PCS) developed for the instruments.

For the purpose of this LBP determination, representative building components were tested as part of this feasibility study. Individual repainting efforts are not discoverable in such a limited program. LBP issues involving properties that are not residential are regulated to a limited degree for worker protection relating to paint-disturbing work activities and waste disposal.

Worker protection is regulated by OSHA regulations, as well as CTDPH regulations. These regulations involve air monitoring of workers to determine exposure levels when disturbing lead-containing paint. An LBP determination cannot determine a safe level of lead, but is intended to provide guidance for implementing industry standards for lead in paint at identified locations. Contractors may then better determine exposure of workers to airborne lead by understanding the different concentrations of LBP activities that disturb paint on representative surfaces.

The EPA Resource Conservation and Recovery Act (RCRA), as well as CTDPH, regulate disposal of lead-containing waste. Lead-containing materials that will be impacted during renovation or demolition activities, and result in waste for disposal must either be analyzed using the Toxicity Characteristic Leaching Procedure (TCLP) analysis if lead is determined to be present in non-residential buildings, or be presumed as a hazardous waste. A TCLP sample is a representative sample of the intended waste stream. The results are compared to a threshold value of 5.0 milligrams per liter (mg/L); a result exceeding this value is considered hazardous lead waste. If the result is below the established level, the material is not considered hazardous and may be disposed as general construction debris.

A level of LBP exceeding 1.0 milligrams of lead per square centimeter (mg/cm<sup>2</sup>) is considered toxic or dangerous for compliance with residential standards. For purpose of this LBP determination the level of 1.0 mg/cm<sup>2</sup> has been utilized as a threshold for areas where possible worker exposures may occur.

---

## 3.2 XRF Determination Results

The LBP determination indicated consistent painting trends associated with representative building components that may be impacted by potential demolition work. The following building components were determined to contain levels of lead (greater than 1.0 mg/cm<sup>2</sup>):

- Plaster walls and ceilings;
- Exterior and interior door components;
- Exterior and interior window components;
- Baseboards;
- Wood cabinets and moldings;
- Exterior balcony and porch wood components;
- Interior wood stair components;
- Metal columns;
- Metal electrical panel;
- Wood siding; and
- Wood soffit.

Refer to *Appendix E* for the XRF lead determination field data sheets.

---

## 3.3 Discussion

OSHA published a Lead in Construction Standard (OSHA Lead Standard) Title 29 CFR, Part 1926.62 in May 1993. The OSHA Lead Standard has no set limit for the content of lead in paint below which the standards do not apply. The OSHA Lead Standards are task-based, and derived from airborne exposure and blood lead levels.

The results of this LBP determination are intended to provide guidance to contractors for occupational lead exposure controls. Building components coated with lead levels above industry standards may cause exposures to lead above OSHA standards during proposed demolition and renovation activities. The results of this determination are also intended to provide insight into waste disposal requirements, in accordance with EPA RCRA regulations. A TCLP sample to characterize the expected waste that may result from demolition work was collected as part of this inspection.

---

## 3.4 Conclusion and Recommendations

Based on our LBP determination results, LBP is present on coated building components associated with the building.

Contractors must be made aware that OSHA has not established a level of lead in a material below which Title 29 CFR, Part 1926.62 does not apply. Contractors shall comply with exposure assessment criteria, interim worker protection, and other requirements of the regulation as necessary to protect workers during any demolition work that will impact lead paint.

During demolition activities, LBP-coated building components should be segregated from the general waste stream for sample collection and analysis by TCLP to determine proper off-site waste disposal. If disturbed and managed off-site, non-porous LBP-coated building materials (i.e., metals) may be segregated and recycled as scrap metal. Metal LBP-coated building components cannot be subject to grinding, sawing, drilling, sanding, or torch cutting.

Note that future work involving disturbance of identified painted surface(s) must be performed in accordance with OSHA worker protection requirements.

The building is vacant and scheduled for demolition. The building is not considered a “child-occupied facility” and therefore, it is not subject to lead safe renovation requirements.

## 4 Lead Waste Characterization

A waste is a solid or liquid material that serves no further purpose. A waste is defined by EPA to be hazardous if it contains certain properties that could pose dangers to human health and the environment after it is discarded. Wastes that are ignitable, corrosive, reactive, or toxic are regulated under the Hazardous Waste Regulations. TCLP is a method that extracts the compounds of interest in a standard way simulating landfill conditions (EPA Title 40 CFR, Part 261).

---

### 4.1 Sample Collection Methodology

Ms. Sandra Guzman collected representative aliquots of various lead-based paint-containing and lead-containing building components throughout the building. Material substrates such as brick, concrete, and wood were segregated in accordance with LBP determination data. Representative aliquots were collected of the individual substrates/surfaces and composited based on their respective quantities into a single sample. The composite sample was analyzed by TCLP for lead as a representation of the total waste stream, should the building ever be entirely demolished.

EMSL Analytical, Inc. of Cinnaminson, New Jersey analyzed the composite sample. The sample was analyzed using EPA Method SW-846 (Extraction Method 1311).

---

### 4.2 Results

One composite sample was collected and analyzed. RCRA defines toxic concentrations for lead which is commonly identified in paint to be greater than 5.0 milligrams per liter (mg/L), or parts per million (ppm).

The analytical results of the representative composite sample indicates the waste leaches lead at less than 5.0 mg/L (0.48) and is therefore, not classified as a hazardous waste. Refer to *Appendix F* for the waste characterization laboratory report and chain of custody.

---

## 4.3 Conclusion

Based on the TCLP laboratory analytical results of the representative waste stream composite sample, the waste generated during building demolition would not be classified by EPA or CTDPH as hazardous waste.

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# 5 PCB-Containing Fluorescent Light Ballasts and Mercury-Containing Equipment

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## 5.1 PCB-Containing Fluorescent Ballasts

Fluorescent light ballasts manufactured prior to 1979 may contain capacitors that contain PCBs. Light ballasts installed as late as 1985 may also contain PCB capacitors. Fluorescent light ballasts that are not labeled as "No-PCBs" must be assumed to contain PCBs, unless proven otherwise by quantitative analysis. Capacitors in fluorescent light ballasts labeled as non-PCB-containing may contain diethylhexyl phthalate (DEHP). DEHP was the primary substitute to replace PCBs for small capacitors in fluorescent light ballasts in use until 1991. DEHP is a toxic substance, a suspected carcinogen, and is listed under EPA RCRA and the Superfund law as a hazardous waste. Therefore, EPA Superfund liability exists for landfilling both PCB and DEHP-containing light ballasts. These listed materials are considered hazardous waste under EPA RCRA, and require special handling and disposal considerations.

On June 7, 2017, EnviroScience representative, Ms. Sandra Guzman performed a visual inspection of representative fluorescent light fixtures to identify possible PCB-containing light ballasts. The inspection involved visually inspecting labels on representative light ballasts to identify dates of manufacture and labels indicating "No PCBs". Ballasts manufactured after 1991 were not listed as PCB or DEHP-containing ballasts, and were not quantified for disposal.

The light ballasts without a label indicating "No PCBs" are presumed to be PCB-containing waste and must be segregated for proper removal, packaging, transport, and disposal as PCB-containing waste. Those light ballasts labeled as "No PCBs" indicating manufacture dates prior to 1991 are presumed to contain DEHP. DEHP-containing light ballasts must be segregated for proper removal, packaging, transport, and disposal as non-PCB hazardous waste. Note that disposal requirements for DEHP-containing ballasts are slightly varied, and disposal costs are slightly less than PCB-containing light ballasts. Refer to **Table 3** for the PCB/DEHP-Containing Light Ballasts Inventory.

## 5.2 Mercury-Containing Equipment

Fluorescent lamps/tubes are presumed to contain mercury vapor, which is a hazardous substance to both human health and the environment. Thermostatic controls and electrical switch gear may contain a vial or bulb of mercury associated with the control. Mercury-containing equipment is regulated for proper disposal by the EPA RCRA hazardous waste regulations. According to the EPA, mercury lamps are characterized as a Universal Waste. Therefore, fluorescent lamps must be either recycled, or disposed as hazardous waste.

On June 7, 2017, EnviroScience representatives, Mr. Michael Sottile and Ms. Sandra Guzman, performed an inventory of mercury equipment. These fixtures were inventoried in-place. Refer to **Table 4** for the Mercury-Containing Equipment Inventory.

Report prepared by Environmental Technician II, Sandra Guzman.

Reviewed by:



Kathleen C. Pane  
Senior Project Manager



Robert L. May Jr.  
President



## Tables

---

**Table 1**  
**Summary of Suspect Asbestos-Containing Materials**

Sample No.	Material Type	NESHAP Category	Sample Location	Asbestos Content	PLM/TEM
<b>060717SGMS-01A</b>	<b>White Air Cell Pipe Insulation</b>	<b>Friable</b>	<b>Basement Room 1</b>	<b>35% Chrysotile</b>	<b>PLM/TEM</b>
060717SGMS-01B	White Air Cell Pipe Insulation		Basement Room 3	NA/Pos Stop	PLM
060717SGMS-01C	White Air Cell Pipe Insulation		Basement Room 4	NA/Pos Stop	PLM
<b>060717SGMS-02A</b>	<b>White Pipe Fitting Insulation</b>	<b>Friable</b>	<b>Basement Room 1</b>	<b>40% Chrysotile</b>	<b>PLM</b>
060717SGMS-02B	White Pipe Fitting Insulation	Friable	Basement Room 4	NA/Pos Stop	PLM
060717SGMS-02C	White Pipe Fitting Insulation	Friable	Basement Room 4	NA/Pos Stop	PLM
060717SGMS-03A	White Mineral Wool Insulation		Attic	ND	PLM
060717SGMS-03B	White Mineral Wool Insulation		Attic	ND	PLM
060717SGMS-03C	White Mineral Wool Insulation		Attic	ND	PLM
060717SGMS-04A	Brown Fiber Glass Wrap Insulation Paper		Office Above Ceiling	ND	PLM
060717SGMS-04B	Brown Fiber Glass Wrap Insulation Paper		Office Above Ceiling	ND	PLM
060717SGMS-04C	Brown Fiber Glass Wrap Insulation Paper		Office Above Ceiling	ND	PLM
060717SGMS-05A	Brown Fibrous Insulation		Basement Room 6 Ceiling	ND	PLM
060717SGMS-05B	Brown Fibrous Insulation		Basement Room 6 Ceiling	ND	PLM
060717SGMS-05C	Brown Fibrous Insulation		Basement Room 6 Ceiling	ND	PLM
<b>060717SGMS-06A</b>	<b>White Interior Boiler Cement</b>	<b>Friable</b>	<b>Basement Room 4</b>	<b>2% Chrysotile</b>	<b>PLM</b>
060717SGMS-06B	White Interior Boiler Cement		Basement Room 4	NA/Pos Stop	PLM
060717SGMS-06C	White Interior Boiler Cement		Basement Room 4	NA/Pos Stop	PLM
<b>060717SGMS-07A</b>	<b>Yellow Interior Boiler Rib Gasket</b>	<b>Friable</b>	<b>Basement Room 4</b>	<b>25% Chrysotile</b>	<b>PLM</b>
060717SGMS-07B	Yellow Interior Boiler Rib Gasket		Basement Room 4	NA/Pos Stop	PLM
060717SGMS-07C	Yellow Interior Boiler Rib Gasket		Basement Room 4	NA/Pos Stop	PLM
060717SGMS-08A	Gray Flue Chimney Cement		Basement Chimney Room 4	ND	PLM
060717SGMS-08B	Gray Flue Chimney Cement		Basement Chimney Room 5	ND	PLM
<b>060717SGMS-09A</b>	<b>Gray Cement Board</b>	<b>Cat 2 NF</b>	<b>Kitchen Chimney</b>	<b>15% Chrysotile</b>	<b>PLM</b>
060717SGMS-09B	Gray Cement Board		Kitchen Chimney	NA/Pos Stop	PLM
060717SGMS-10A	Cloth Wire Insulation		Livingroom Wire	ND	PLM
060717SGMS-10B	Cloth Wire Insulation		Livingroom Wire	ND	PLM
060717SGMS-11A	White/Yellow 1'x1' Ceiling Tiles		Office Ceiling	ND	PLM

Sample No.	Material Type	NESHAP Category	Sample Location	Asbestos Content	PLM/TEM
060717SGMS-11B	White/Yellow 1'x1' Ceiling Tiles		Office Ceiling	ND	PLM
060717SGMS-12A	Yellow Paper Above 1'x1' Ceiling Tiles		Office Ceiling	ND	PLM
060717SGMS-12B	Yellow Paper Above 1'x1' Ceiling Tiles		Office Ceiling	ND	PLM
060717SGMS-13A	White/Tan Ceiling Board		Living Room Ceiling	ND	PLM
060717SGMS-13B	White/Tan Ceiling Board		Dining Room Ceiling	ND	PLM
060717SGMS-14A	Tan Paper above Ceiling Board		Living Room Ceiling	ND	PLM
060717SGMS-14B	Tan Paper above Ceiling Board		Dining Room Ceiling	ND	PLM
<b>060717SGMS-15A</b>	<b>White Ceiling Texture Paint</b>	<b>Friable</b>	<b>Living Room</b>	<b>2% Chrysotile</b>	<b>PLM</b>
060717SGMS-15B	White Ceiling Texture Paint		Living Room	NA/Pos Stop	PLM
060717SGMS-15C	White Ceiling Texture Paint		Living Room	NA/Pos Stop	PLM
060717SGMS-16A	White Gypsum Wall Board		Livingroom Wall	ND	PLM
060717SGMS-16B	White Gypsum Wall Board		Bedroom 2 Wall	ND	PLM
<b>060717SGMS-17A</b>	<b>White Wall Board Taping Compound</b>	<b>Cat 2 NF</b>	<b>Bedroom 2 Wall</b>	<b>2% Chrysotile</b>	<b>PLM</b>
060717SGMS-17B	White Wall Board Taping Compound		Livingroom Wall	NA/Pos Stop	PLM
060717SGMS-18A	Gray Crumbled Plaster Rough		Bedroom 1 Ceiling	ND	PLM
060717SGMS-18B	Gray Crumbled Plaster Rough		Bedroom 1 Wall	ND	PLM
060717SGMS-18C	Gray Crumbled Plaster Rough		Bedroom 3 Wall	ND	PLM
060717SGMS-18D	Gray Crumbled Plaster Rough		Living Room Ceiling	ND	PLM
060717SGMS-18E	Gray Crumbled Plaster Rough		Basement Wall	ND	PLM
060717SGMS-19A	White Thin Skim Coat Plaster		Bedroom 1 Ceiling	ND	PLM
060717SGMS-19B	White Thin Skim Coat Plaster		Bedroom 1 Wall	ND	PLM
060717SGMS-19C	White Thin Skim Coat Plaster		Bedroom 3 Wall	ND	PLM
060717SGMS-19D	White Thin Skim Coat Plaster		Living Room Ceiling	ND	PLM
060717SGMS-19E	White Thin Skim Coat Plaster		Bedroom 2 Ceiling	ND	PLM
060717SGMS-20A	Gray Comprised Plaster Rough		Kitchen Wall	ND	PLM
060717SGMS-20B	Gray Comprised Plaster Rough		Stairwell to Basement	ND	PLM
060717SGMS-20C	Gray Comprised Plaster Rough		Stairwell to 2nd Floor	ND	PLM
060717SGMS-21A	White Thick Plaster Coating		Kitchen Wall	ND	PLM
060717SGMS-21B	White Thick Plaster Coating		Stairwell to Basement	ND	PLM

Sample No.	Material Type	NESHAP Category	Sample Location	Asbestos Content	PLM/TEM
060717SGMS-21C	White Thick Plaster Coating		Stairwell to 2nd Floor	ND	PLM
060717SGMS-22A	Yellow Flower Wall Paper		Bedroom 1 Top Layer	ND	PLM
060717SGMS-22B	Yellow Flower Wall Paper		Bedroom 1 Top Layer	ND	PLM
060717SGMS-23A	Blue Flower Wall Paper		Bedroom 1 Bottom Layer	ND	PLM
060717SGMS-23B	Blue Flower Wall Paper		Bedroom 1 Bottom Layer	ND	PLM
060717SGMS-24A	Blue & Pink Stripes Flower Wall Paper		Bedroom 2	ND	PLM
060717SGMS-24B	Blue & Pink Stripes Flower Wall Paper		Bedroom 2	ND	PLM
060717SGMS-25A	Light Blue Wall Paper		Bedroom 31 Top Layer	ND	PLM
060717SGMS-25B	Light Blue Wall Paper		Bedroom 31 Top Layer	ND	PLM
060717SGMS-26A	Blue Wall Paper		Bedroom 3 Bottom Layer	ND	PLM
060717SGMS-26B	Blue Wall Paper		Bedroom 3 Bottom Layer	ND	PLM
060717SGMS-27A	Bird Wall Paper		2nd Floor Hallway	ND	PLM
060717SGMS-27B	Bird Wall Paper		2nd Floor Hallway	ND	PLM
060717SGMS-28A	Yellow/ Green Flower Wall Paper		Living Room	ND	PLM
060717SGMS-28B	Yellow/ Green Flower Wall Paper		Living Room	ND	PLM
060717SGMS-29A	Brown Flower Wall Paper		Dining Room	ND	PLM
060717SGMS-29B	Brown Flower Wall Paper		Dining Room	ND	PLM
060717SGMS-30A	Gray CMU Block		Basement Wall Room 3	ND	PLM
060717SGMS-30B	Gray CMU Block		Basement Wall Room 3	ND	PLM
060717SGMS-31A	Gray CMU Mortar		Basement Wall Room 3	ND	PLM
060717SGMS-31B	Gray CMU Mortar		Basement Wall Room 6	ND	PLM
060717SGMS-32A	Red Brick		Basement Foundation Room 2	ND	PLM
060717SGMS-32B	Red Brick		Basement Foundation Room 4	ND	PLM
060717SGMS-33A	Gray Brick Mortar		Basement Foundation Room 2	ND	PLM
060717SGMS-33B	Gray Brick Mortar		Basement Foundation Room 4	ND	PLM
060717SGMS-34A	White Tub Caulking		Bathroom	ND	PLM/TEM
060717SGMS-34B	White Tub Caulking		Bathroom	ND	PLM
060717SGMS-35A	4"x4" Mint Green Ceramic Wall Tile		Bathroom Wall	ND	PLM
060717SGMS-35B	4"x4" Mint Green Ceramic Wall Tile		Bathroom Wall	ND	PLM

Sample No.	Material Type	NESHAP Category	Sample Location	Asbestos Content	PLM/TEM
060717SGMS-36A	6"x2" Dark Green Ceramic Wall Tile		Bathroom Wall	ND	PLM
060717SGMS-36B	6"x2" Dark Green Ceramic Wall Tile		Bathroom Wall	ND	PLM
060717SGMS-37A	White 4"x4" Ceramic Wall Tile		Bathroom Wall	ND	PLM
060717SGMS-37B	White 4"x4" Ceramic Wall Tile		Bathroom Wall	ND	PLM
060717SGMS-38A	White Ceramic Tiles Grout		Bathroom Wall	ND	PLM
060717SGMS-38B	White Ceramic Tiles Grout		Kitchen Wall	ND	PLM
060717SGMS-39A	Gray Mud Set Associated With Green Ceramic Wall Tiles		Bathroom Wall	ND	PLM
060717SGMS-39B	Gray Mud Set Associated With Green Ceramic Wall Tiles		Bathroom Wall	ND	PLM
060717SGMS-40A	Yellow Kitchen Ceramic Wall Tiles Glue		Kitchen Wall	ND	PLM/TEM
060717SGMS-40B	Yellow Kitchen Ceramic Wall Tiles Glue		Kitchen Wall	ND	PLM
060717SGMS-41A	Brown Wall Paneling Glue		Kitchen Wall	ND	PLM/TEM
060717SGMS-41B	Brown Wall Paneling Glue		Kitchen Wall	ND	PLM
060717SGMS-42A	Yellow Wall Paneling Glue		Kitchen Wall	ND	PLM/TEM
060717SGMS-42B	Yellow Wall Paneling Glue		Kitchen Wall	ND	PLM
060717SGMS-43A	Blue Laminated Counter Top/Glue		Pantry	ND	PLM/TEM
060717SGMS-43B	Blue Laminated Counter Top/Glue		Pantry	ND	PLM
060717SGMS-44A	White Laminated Counter Top/Glue		Kitchen Counter Top	ND	PLM/TEM
060717SGMS-44B	White Laminated Counter Top/Glue		Kitchen Counter Top	ND	PLM
060717SGMS-45A	Black Sink Undercoating		Kitchen Sink	ND	PLM/TEM
060717SGMS-45B	Black Sink Undercoating		Kitchen Sink	ND	PLM
060717SGMS-46A	Concrete Slab Foundation Floor		Garage Floor	ND	PLM
060717SGMS-46B	Concrete Slab Foundation Floor		Basement Room 4 Floor	ND	PLM
060717SGMS-47A	Light Green 1/2" x 1/2" Floor Tile		Bathroom Floor	ND	PLM/TEM
060717SGMS-47B	Light Green 1/2" x 1/2" Floor Tile		Bathroom Floor	ND	PLM
060717SGMS-48A	Dark Green 1/2" x 1/2" Floor Tile		Bathroom Floor	ND	PLM/TEM
060717SGMS-48B	Dark Green 1/2" x 1/2" Floor Tile		Bathroom Floor	ND	PLM
060717SGMS-49A	Pink 2'x2' Floor Tile		Bathroom Floor	ND	PLM/TEM
060717SGMS-49B	Pink 2'x2' Floor Tile		Bathroom Floor	ND	PLM
060717SGMS-50A	Gray Floor Tile Grout		Bathroom Floor	ND	PLM
060717SGMS-50B	Gray Floor Tile Grout		Bathroom Floor	ND	PLM
060717SGMS-51A	Gray Floor Tile Mud Set		Bathroom Floor	ND	PLM

Sample No.	Material Type	NESHAP Category	Sample Location	Asbestos Content	PLM/TEM
060717SGMS-51B	Gray Floor Tile Mud Set		Bathroom Floor	ND	PLM
060717SGMS-52A	White/Yellow/Black Speckled Linoleum Sheet Floor		Kitchen Top Layer of Floor	ND	PLM/TEM
060717SGMS-52B	White/Yellow/Black Speckled Linoleum Sheet Floor		Kitchen Top Layer of Floor	ND	PLM
060717SGMS-53A	Brown Mastic Associated with W/Y/B Linoleum Sheet Floor		Kitchen Top Layer of Floor	ND	PLM/TEM
060717SGMS-53B	Brown Mastic Associated with W/Y/B Linoleum Sheet Floor		Kitchen Top Layer of Floor	ND	PLM
060717SGMS-54A	Gray Paper Associated with W/Y/B Linoleum Sheet Floor		Kitchen Top Layer of Floor	ND	PLM/TEM
060717SGMS-54B	Gray Paper Associated with W/Y/B Linoleum Sheet Floor		Kitchen Top Layer of Floor	ND	PLM
060717SGMS-55A	Beige Linoleum Sheet Floor		Kitchen Bottom Layer of Flooring Under Plywood	ND	PLM/TEM
060717SGMS-55B	Beige Linoleum Sheet Floor		Kitchen Bottom Layer of Flooring Under Plywood	ND	PLM
060717SGMS-56A	Black Mastic Associated with Beige Linoleum Sheet Floor		Kitchen Bottom Layer of Flooring Under Plywood	ND	PLM/TEM
060717SGMS-56B	Black Mastic Associated with Beige Linoleum Sheet Floor		Kitchen Bottom Layer of Flooring Under Plywood	ND	PLM
060717SGMS-57A	Gray Paper Associated with Beige Linoleum Sheet Floor		Kitchen Bottom Layer of Flooring Under Plywood	ND	PLM/TEM
060717SGMS-57B	Gray Paper Associated with Beige Linoleum Sheet Floor		Kitchen Bottom Layer of Flooring Under Plywood	ND	PLM
060717SGMS-58A	Beige Stone Pattern Linoleum		Storage by Kitchen Floor	ND	PLM/TEM
060717SGMS-58B	Beige Stone Pattern Linoleum		Storage by Kitchen Floor	ND	PLM
060717SGMS-59A	Green Paper Associated with Beige Stone Pattern Linoleum		Storage by Kitchen Floor	ND	PLM/TEM
060717SGMS-59B	Green Paper Associated with Beige Stone Pattern Linoleum		Storage by Kitchen Floor	ND	PLM
060717SGMS-60A	Red Sheet Flooring Brick Pattern		Kitchen Closet Floor	ND	PLM/TEM
060717SGMS-60B	Red Sheet Flooring Brick Pattern		Kitchen Closet Floor	ND	PLM
060717SGMS-61A	Green Paper Associated with Red Sheet Flooring Brick Pattern		Kitchen Closet Floor	ND	PLM

Sample No.	Material Type	NESHAP Category	Sample Location	Asbestos Content	PLM/TEM
060717SGMS-61B	Green Paper Associated with Red Sheet Flooring Brick Pattern		Kitchen Closet Floor	ND	PLM
060717SGMS-62A	Black Paper		Dining Room Under Hardwood Floor	ND	PLM/TEM
060717SGMS-62B	Black Paper		Living Room Under Hardwood Floor	ND	PLM
060717SGMS-63A	Brown Paper		Living Room under Top Layer of Hardwood Layer By Main Entrance	ND	PLM
060717SGMS-63B	Brown Paper		Living Room under Top Layer of Hardwood Layer By Main Entrance	ND	PLM
060717SGMS-64A	Tan Paper		Living Room Under Original Hardwood Bottom Layer By Main Entrance	ND	PLM
060717SGMS-64B	Tan Paper		Living Room Under Original Hardwood Bottom Layer By Main Entrance	ND	PLM
060717SGMS-65A	Gray Concrete Foundation Wall		Exterior Foundation Wall	ND	PLM
060717SGMS-65B	Gray Concrete Foundation Wall		Exterior Foundation Wall	ND	PLM
060717SGMS-66A	Black Damp- Proofing Paper/Tar Type I		2nd Floor Behind Siding at Balcony	<0.1% Anthophyllite <0.1% Chrysotile	PLM/TEM
060717SGMS-66B	Black Damp- Proofing Paper/Tar Type I		1st Floor Behind Siding		PLM
060717SGMS-67A	Black Damp- Proofing Paper/Tar Type II		Behind Office Addition Siding	<0.1% Chrysotile	PLM/TEM
060717SGMS-67B	Black Damp- Proofing Paper/Tar Type II		Behind Office Addition Siding		PLM
<b>060717SGMS-68A</b>	<b>Red Paper Behind Damp-Proofing Paper/Tar</b>	<b>Cat 2 NF</b>	<b>2nd Floor Behind Siding at Balcony</b>	<b>0.14% Anthophyllite</b>	<b>PLM/TEM</b>
060717SGMS-68B	Red Paper Behind Damp-Proofing Paper/Tar		2nd Floor Behind Siding at Balcony	ND	PLM
<b>060717SGMS-69A</b>	<b>Tan/White Window Glazing</b>	<b>Cat 2 NF</b>	<b>Room 2 Exterior of the Window</b>	<b>2.1% Anthophyllite</b>	<b>PLM/TEM</b>
060717SGMS-69B	Tan/White Window Glazing		Basement Exterior of the Window	NA/Pos Stop	PLM
060717SGMS-70A	White Window Glazing		Garage Exterior of the Window	ND	PLM/TEM
060717SGMS-70B	White Window Glazing		Basement Exterior of the Window	ND	PLM
<b>060717SGMS-71A</b>	<b>Tan/White Door-Window Glazing</b>	<b>Cat 2 NF</b>	<b>Exterior Door at Room 1</b>	<b>0.45% Anthophyllite</b>	<b>PLM/TEM</b>
060717SGMS-71B	Tan/White Door-Window Glazing		Exterior Door at Room 1	ND	PLM

Sample No.	Material Type	NESHAP Category	Sample Location	Asbestos Content	PLM/TEM
060717SGMS-72A	Brown Roof Shingles		Main Roof	ND	PLM/TEM
060717SGMS-72B	Brown Roof Shingles		Main Roof	ND	PLM
<b>060717SGMS-73A</b>	<b>Black Flashing Tar</b>	<b>Cat 1 NF</b>	<b>Main Roof</b>	<b>3% Chrysotile</b>	<b>PLM</b>
060717SGMS-73B	Black Flashing Tar		Main Roof	NA/Pos Stop	PLM
<b>060717SGMS-74A</b>	<b>Chimney Flashing Tar</b>	<b>Cat 1 NF</b>	<b>Main Roof</b>	<b>6% Chrysotile</b>	<b>PLM</b>
060717SGMS-74B	Chimney Flashing Tar		Main Roof	NA/Pos Stop	PLM
060717SGMS-75A	Black Roof Paper Under Metal		Red Metal Roof	ND	PLM/TEM
060717SGMS-75B	Black Roof Paper Under Metal		Red Metal Roof	ND	PLM
060717SGMS-76A	Black Three Tab Roof Shingles		Storage by Kitchen Roof	ND	PLM/TEM
060717SGMS-76B	Black Three Tab Roof Shingles		Storage by Kitchen Roof	ND	PLM
060717SGMS-77A	Black Paper Under Three Tab Roof Shingles		Storage by Kitchen Roof	ND	PLM/TEM
060717SGMS-77B	Black Paper Under Three Tab Roof Shingles		Storage by Kitchen Roof	ND	PLM
<b>060717SGMS-78A</b>	<b>Black Flashing Tar</b>	<b>Cat 1 NF</b>	<b>Storage by Kitchen Roof</b>	<b>4% Chrysotile</b>	<b>PLM</b>
060717SGMS-78B	Black Flashing Tar		Storage by Kitchen Roof	NA/Pos Stop	PLM
060717SGMS-79A	Black Architectural Shingles		Garage Roof	ND	PLM/TEM
060717SGMS-79B	Black Architectural Shingles		Garage Roof	ND	PLM
060717SGMS-80A	Black Roof Felt Under Black Architectural Shingles		Garage Roof	ND	PLM/TEM
060717SGMS-80B	Black Roof Felt Under Black Architectural Shingles		Garage Roof	ND	PLM
<b>060717SGMS-81A</b>	<b>Black Flashing Tar</b>	<b>Cat 1 NF</b>	<b>Garage Roof</b>	<b>5% Chrysotile</b>	<b>PLM</b>
060717SGMS-81B	Black Flashing Tar		Garage Roof	NA/Pos Stop	PLM
060717SGMS-82A	Black Vent Flashing Tar		Garage Roof	ND	PLM/TEM
060717SGMS-82B	Black Vent Flashing Tar		Garage Roof	ND	PLM/TEM
060717SGMS-83A	Gray Asphalt Roof Shingles		Barn Roof	ND	PLM/TEM
060717SGMS-83B	Gray Asphalt Roof Shingles		Barn Roof	ND	PLM
060717SGMS-84A	Black Roof Paper		Barn Roof	<0.1% Chrysotile	PLM/TEM
060717SGMS-84B	Black Roof Paper		Barn Roof	ND	PLM
060717SGMS-85A	Black Damp-proofing Paper		Barn Behind Siding	ND	PLM/TEM
060717SGMS-85B	Black Damp-proofing Paper		Barn Behind Siding	ND	PLM
<b>060717SGMS-86A</b>	<b>White Air Cell Pipe Insulation</b>	<b>Friable</b>	<b>Barn Debris in the Attic</b>	<b>30% Chrysotile</b>	<b>PLM</b>
060717SGMS-86B	White Air Cell Pipe Insulation		Barn Debris in the Attic	NA/Pos Stop	PLM
060717SGMS-86C	White Air Cell Pipe Insulation		Barn Debris in the Attic	NA/Pos Stop	PLM

Cat 1 NF=Category I Non-Friable Material

Cat 2 NF=Category II Non-Friable Material

NA/Pos Stop=Not Analyzed/ Positive Stop

ND=None Detected



**Table 2**  
**Summary of Asbestos-Containing Materials Inventory**

Material Type	Location	Asbestos Content	Estimated Total Quantity	Comments
White Air Cell Pipe Insulation	Basement/Barn Attic	35% Chrysotile	250 LF	Damaged Material on the Basement Floor
White Pipe Fitting Insulation	Basement	40% Chrysotile	40	
Interior Boiler Cement and rib gaskets	Basement Room 4	2% Chrysotile, 25% Chrysotile	1 Boiler	
Gray Cement Board	Chimney	15% Chrysotile	80 SF	
White Ceiling Texture Paint	Living Room	2% Chrysotile	96 SF	
White Wall Board Taping Compound	Room, 2, Dining and Living Room Wall and Ceiling	2% Chrysotile	1,500 SF	
Tan/White Window Glazing	Exterior Windows	2.1% Anthophyllite	32	
Black Flashing Tar	Main Roof	3% Chrysotile	560 SF	
Chimney Flashing Tar	Main Roof	6% Chrysotile	24 LF	3 Chimneys
Black Flashing Tar	Storage by Kitchen Roof	4% Chrysotile	32 SF	
Black Flashing Tar	Garage Roof	5% Chrysotile	358 SF	
White Air Cell Pipe Insulation	Debris in the Barn Attic	30% Chrysotile	400 SF	Material Mixed with Debris at the Barn Attic

LF = Linear Feet  
 SF = Square Feet  
 EA = Each

**Table 3**  
**PCB/DEHP-Containing Light Ballasts Inventory**

Type	Estimated Quantity
PCB	0
DEHP	4
<b>Total</b>	<b>4</b>

**Table 4**  
**Mercury-Containing Equipment Inventory**

Type/ Location	Estimated Quantity
1' Light Tube/ Kitchen	1
4' Light Tube / Garage	2
8' Light Tube/ Barn	10
Light Bulbs/ House- Garage- Barn	30

## Appendix A

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### Limitations

## APPENDIX A

### **39 Chestnut Street Windsor Locks, Connecticut**

1. This inspection report for 39 Chestnut Street, Windsor Locks (the “Site”) has been prepared for the exclusive use of the Town of Windsor Locks (the “Client”) and is subject to, and is issued in connection with the terms and conditions of the original Agreement and all of its provisions. Any use or reliance upon information provided in this report, without the specific written authorization of the Client and Fuss & O’Neill EnviroScience, LLC (EnviroScience) shall be at the User's individual risk. This report should not be used as an abatement specification. All quantities of materials identified during this inspection are approximate.
2. EnviroScience has obtained and relied upon information from multiple sources to form certain conclusions regarding likely environmental issues at and in the vicinity of the Site in conducting this inspection. Except as otherwise noted, no attempt has been made to verify the accuracy or completeness of such information or verify compliance by any party with federal, state or local laws or regulations.
3. EnviroScience has obtained and relied upon laboratory analytical results in conducting the inspection. This information was used to form conclusions regarding the types and quantities of ACM, and LBP, that must be managed prior to demolition activities that will disturb these materials at the Site. EnviroScience has not performed an independent review of the reliability of this laboratory data.
4. Unless otherwise noted, only suspect hazardous materials associated within or located on the building (aboveground) were included in this inspection. Suspect hazardous materials may exist below the ground surface that were not included in the scope of work of this inspection. EnviroScience cannot guarantee all asbestos or suspect hazardous materials were identified within the areas included in the scope of work.
5. The findings, observations and conclusions presented in this report are limited by the scope of services outlined in our original Agreement, which reflects schedule and budgetary constraints imposed by Client. Furthermore, the assessment has been conducted in accordance with generally accepted environmental practices. No other warranty, expressed or implied, is made.
6. The conclusions presented in this report are based solely upon information gathered by EnviroScience to date. Should further environmental or other relevant information be discovered at a later date, the Client should immediately bring the information to the EnviroScience’s attention. Based upon an evaluation and assessment of relevant information, EnviroScience may modify the letter report and its conclusions.

## Appendix D

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### Site Photographs and Diagrams



39 Chestnut Street House and Garage Back View



39 Chestnut Street Barn Front view



Damaged Basement Pipe Insulation Hanging and Drop on Floors



Basement Pipe Insulation



Basement Boiler Interior



Basement Room 2



Basement Room 6



Chimney Gray Cement Board





Pipe Insulation Debris at the Barn Attic



Barn Interior View



Garage Interior View

## Appendix E

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### XRF Lead Determination Field Data Sheets



XRF LEAD DETERMINATION FIELD DATA SHEET

Inspector Name: Sandra Guzman Inspector License #: 002210  
 Date: 06-07-2017 XRF Model: LPA-1B Serial: 3241R  
 Project Name: 39 Chestnut Street Project Number: 20101159.ASE  
 Address: 39 Chestnut St, Windsor Locks, CT Project PM: Kathleen Pone

XRF Calibration Check-RMD (0.7 to 1.3 mg/cm<sup>2</sup> inclusive)

	Hour	First Reading	Second Reading	Third Reading	Average
First Check	10:05	0.7	0.7	0.8	0.73
Second Check	14:15	0.7	0.7	0.8	0.73
Third Check					
Fourth Check					

Side	Surface/Component	Substrate/Color	XRF Reading	Positive (N)	Comments/Notes
B	Plaster wall	Plaster white	1.1	✓	Room 2
A	Door	W Wh	>9.9	✓	Roll
A	" casing	W Wh	>9.9	✓	"
A	Jamb.	W Wh	>9.9	✓	"
D	Window casing	W Wh	>9.9	✓	"
D	" Jamb.	W Wh	2.8	✓	"
D	" Sill	W Wh	5.2	✓	"
D	" Jamb.	W Wh	4.9	✓	"
C	Baseboard	W Wh	>9.9	✓	"
B	Hallway closed door	W Bronze	0.0	—	Hallway 2nd fl
B	Hallway casing	Pl. Wh.	5.9	✓	"
C	Door casing	W Bronze	>9.9	✓	"
C	Wall	Pl. Wh/Pst	0.2	—	Room 1
C	Wall	Pl. Wh.	0.4	—	"
C	Wall paneling	W Bronze	9.4	✓	"
D	Closet Door Jamb	W "	0.0	no	"
D	Closet Door	W "	9.4	✓	"
D	Closet	Plaster Wh	0.5		"

\* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B  
 N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement



XRF LEAD DETERMINATION FIELD DATA SHEET (CONT.)

Project Name: 39 Chestnut St Project Number: 20101159 ASE

Address: 39 Chestnut St Building: Main Bld / Garage/Barn Project Manager: Kathleen Pano  
Windsor Locks CT

Side	Surface/Component	Substrate	Color	XRF Reading	Positive (Y)	Comments/Notes
C	Balcony Threshold	W	Brown	5.4	✓	Balcony
C	Balcony Floor	W	Brown	2.8	✓	"
C	Balcony wall panel	W	Yellow	>9.9	✓	"
C	Balcony window	W	Brown	3.2	✓	"
C	Balcony window sill	W	Yellow	8.5	✓	"
C	Floor	W	Wood	0.1	—	Room 1
D	Stair hand rail	W	Brown	0.2	—	Stair to 1st FL
B	Stair Baseboard	Wood	wh.	>9.9	✓	"
C	Stair Riser	W	Wh	>9.9	✓	"
A	Stair ceiling	Plaster	Wh	8.2	✓	"
E	Wall	Plaster	Wh	9.7	✓	Living Room
A	Wall	Green	Sh.	0.6	—	"
A-D	Ceiling	Pl.	Wh.	>9.9	✓	"
A	Door	W	Brown	0.0	—	"
A	Casing	W	"	-0.1	—	"
A	Jamb	W	"	0.0	—	"
B	Door window	W	Brown	0.0	—	"
D	Window casing	W		0.1	—	"
D	" Sill	W		-0.4	—	"
D	" Sash	W		>9.9	✓	"
	Wall	Sh.	Wh / Brown	0.1	—	Dining Room
B	Window casing	W	Beige	3.7	✓	Kitchen
B	" Sill	W	"	3.8	✓	"
B	" Sash	W	"	>9.9	✓	"
C	Wall	Plaster	Wh	>9.9	✓	"
B	Cabinet Base	W	Beige	0.1	—	"
D	C1 Door			0.3	—	"

\* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B  
N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement



XRF LEAD DETERMINATION FIELD DATA SHEET (CONT.)

Project Name: 39 Chestnut St Project Number: 2011159. ASE

Address: 39 Chestnut St - Windsor Locks CT Building: Main Bld / Garage / Bam Project Manager: Kathleen Pone

Side	Surface/Component	Substrate	Color	XRF Reading	Positive (✓)	Comments/Notes
B	Cabinet Wall	W	Beige	>99	✓	Kitchen
A	Door casing	W	"	0.2	—	"
A-D	Ceiling Molding	W	Wh	>99	✓	"
A	Door	W	Brown	0.2	—	"
A	" Jamb	W	Beige	2.7	✓	"
A	Ceiling Molding	W	Yellow	2.7	✓	"
C	Door (Pantry)	W	Beige	0.1	—	"
C	Pantry Door casing	W	"	2.9	✓	"
C	" " Jamb	W	"	>99	✓	"
E	Pantry Wall	W	Beige	1.7	✓	Pantry
C	Pantry Ceiling	W	wh	8.2	✓	"
B	Wall	P	Brown	0.5	—	Stairs to basement
B	Door	W	Brown	0.2	—	"
C	" Casing	W	Beige	>99	✓	"
C	" Jamb	W	"	>99	✓	"
A	Ceiling	P	Brown	2.3	—	"
C	Walls	B	Wh	0.3	—	Basement
C-D	Column	M Silver	Silver	1.1	✓	B4
A	Beam	W	Wh	0.0	—	B4
A	elec Panel	W	Black	8.2	✓	B4
D	Door	W	Beige	>99	✓	B4
D	" casing	W	Brown	0.2	—	"
D	Door window	W	Wh	2.1	—	Garage
D	Wall	W	Yellow	>99	✓	Ext Garage
C	Window casing	W	Yellow	>99	✓	Ext Garage
D	Siding	W	Yellow	>99	✓	Ext House
D	Door casing	W	Yellow	7.6	✓	Ext House

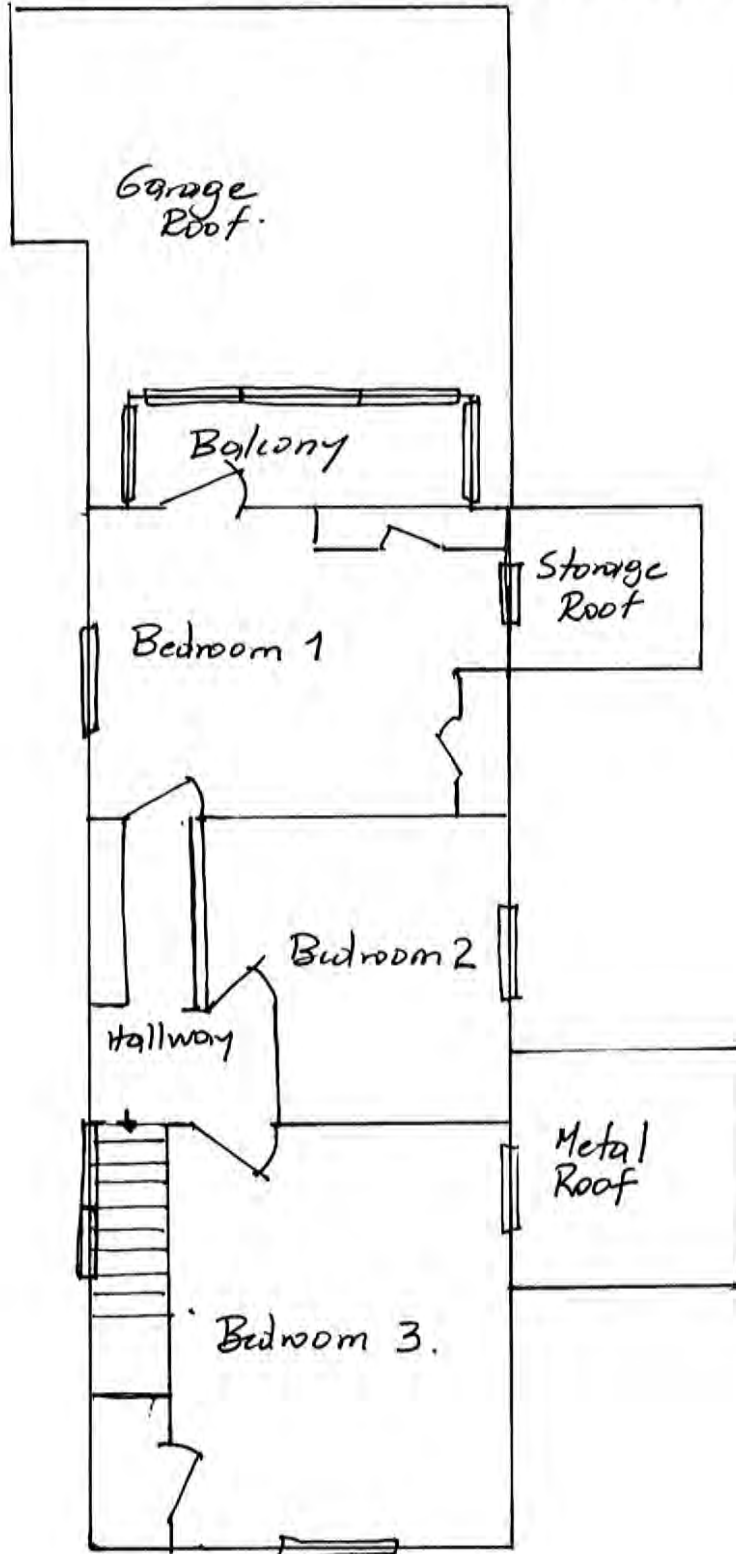
\* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B  
N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement





39 Chestnut Street, Windsor Locks, CT

2nd Floor

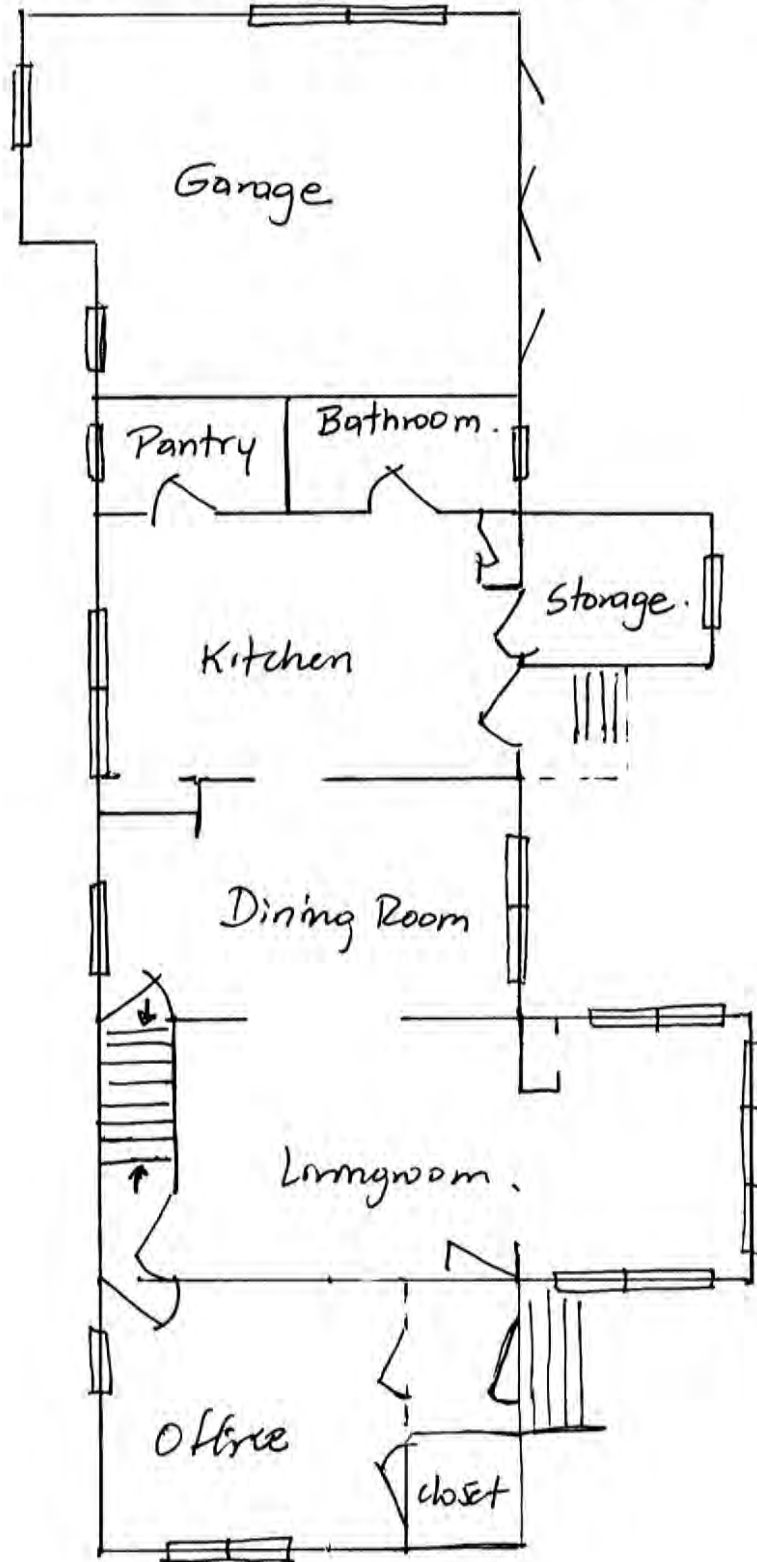




Prepared By	Date	Checked By	Date	Project No
				Sheet No of

39 Chestnut Street, Windsor Locks CT

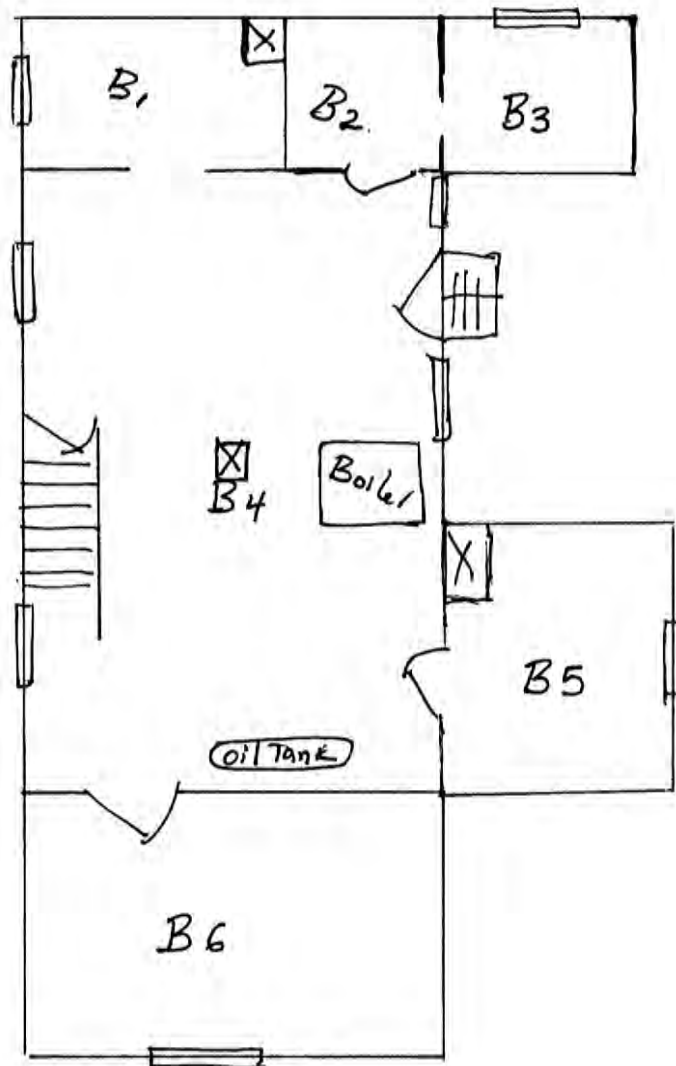
1st Floor:





39 Chestnut Street, Windsor Locks, CT

Basement



## Appendix F

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### Waste Characterization Laboratory Report and Chain of Custody Form

**EMSL Analytical, Inc.**

200 Route 130 North, Cinnaminson, NJ 08077

Phone/Fax: (856) 303-2500 / (856) 786-5974

<http://www.EMSL.com>[cinnaminsonleadlab@emsl.com](mailto:cinnaminsonleadlab@emsl.com)

EMSL Order:	201705724
CustomerID:	FNCT25
CustomerPO:	20101159.A5E
ProjectID:	

Attn: **K. Pane**  
**Fuss & O'Neill, Inc.**  
**146 Hartford Road**  
**Manchester, CT 06040**

Phone: (860) 848-2469  
 Fax:  
 Received: 06/12/17 9:00 AM  
 Collected: 6/7/2017

Project: 20101159.A5E / 39 Chestnut Street Winolor / 39 Chestnut St, Windsor Locks CT

**Test Report: Toxicity Characteristic Leaching Procedure (SW846, 1311/7420)**

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
06071756-01	201705724-0001	6/7/2017	6/13/2017	0.48 mg/L

Phillip Worby, Lead Laboratory Manager  
 or other approved signatory

The test results contained within this report meet the requirements of NELAC unless otherwise noted. This report relates only to those items tested. Samples received in good condition unless otherwise noted. Quality Control Data associated with this sample set is within acceptable limits, unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367

Initial report from 06/19/2017 07:46:49

Deidre S. Gifford, MD, MPH  
Acting Commissioner



Ned Lamont  
Governor  
Susan Bysiewicz  
Lt. Governor

Environmental Health Section

July 24, 2020

Mr. Robert Grabarek  
Osprey Environmental Engineering, LLC  
146 East Main Street  
Clinton, CT 06413

Re: Application for Approval of Alternative Work Practice at 39 Chestnut Street, Windsor Locks, CT  
(vacant residential house and a barn)

Dear Mr. Grabarek:

This letter is provided in response to an application from you received on July 20, 2020, requesting approval of an alternative work practice (AWP) for the removal of asbestos-containing materials (ACM) associated with the demolition of two buildings identified in this application.

Based upon the information provided in the application describing the proposed alternative work practices to be used on this project, approval is granted by the Department of Public Health (DPH). This approval is based upon the understanding that the application requests a variance from the requirements of selected sections of the *Standards for Asbestos Abatement* regulation. Following alternative procedures were approved depending upon the type, location of asbestos-containing materials and structural integrity of each facility:

***Scenario 1 - Residential Facility (Damaged Thermal System Insulation and Joint Compound (Basement, First Floor and Bedroom 2))***

1. In lieu of the requirements of Subsection 19a-332a-5(e) of the *Standards for Asbestos Abatement* regulation, the licensed asbestos contractor shall install polyethylene barriers as outlined in Subsection 19a-332a-5(c), fully isolating each work area in an airtight manner. All openings shall be cleaned, utilizing high efficiency particulate air (HEPA) filtration system and wet cleaning techniques prior to sealing the openings with airtight barriers. Where there is no fixed wall and containment must be constructed, a layer of 6-mil polyethylene sheeting shall compose the wall surface and shall have an additional layer of 4-mil sheeting attached to it.
2. A contiguous worker decontamination system shall be established at the entrance to each work area in accordance with provisions of Section 19a-332a-6 and following requirements of 1926.51(f)(4)(ii) US Department of Labor Occupational Safety and Health Administration (OSHA) regulations.
3. The required number of negative air machines shall be installed to provide at least four (4) air changes per hour, as required in Subsection 19a-332a-5(h) of the *Standards for Asbestos Abatement* regulation.

4. Any loose debris on the floor and all porous, non-cleanable items shall be adequately wetted, packaged, labeled, removed from the work area and disposed of as friable asbestos waste. Any non-porous items shall be cleaned by HEPA vacuuming and wet wiping techniques and shall be removed from the work area following a visual inspection by the licensed Project Monitor. Boiler shall be dismantled, cleaned and all components shall be left uncovered in the work area for the final visual inspection and inclusion in the air clearance testing.
5. A single layer of 6-mil polyethylene sheeting (drop cloth) shall be placed on the floor prior to the removal of any asbestos containing materials identified in this application.
6. Following the removal of all asbestos-containing materials identified in these locations, each work area shall be cleaned by HEPA vacuuming and wet cleaning techniques. The sequence of cleaning shall be repeated until no visible residue is observed.
7. A licensed Project Monitor shall visually inspect each work area to ensure that no visible residue is present prior to encapsulation and post abatement re-occupancy air samples following the requirements of Section 19a-332a-12 of the Standards for Asbestos Abatement regulation shall be utilized. In the event that post abatement air samples are not collected, the asbestos contractor remains responsible for ensuring that all barriers, as defined in Subsection 19a-332a-5(c) and warning signs, as required by Subsection 19a-332a-5(a) remain in place **until** the facility is demolished.

## **Scenario 2 – Barn (Pipe Insulation Debris in the Attic)**

It is the understanding of the DPH that the subject facility is in imminent danger of collapse and cannot be entered safely to conduct abatement in advance of the demolition. In lieu of the requirements of Subsections 19a-332a-5(b)(c)(d)(e)(h), 7(c) and Section 12 of the Standards for Asbestos Abatement regulation, the following work practices shall be utilized:

1. A regulated area shall be established around the perimeter of the facility, as required by Subsection 19a-332a-5(a). Signs shall be posted at sufficient distance to permit a person to read the sign and take precautionary measures to avoid exposure to asbestos.
2. A remote worker decontamination system shall be established at the site in accordance with the provisions of Section 19a-332a-6 and following requirements of OSHA regulations 1926.51(f)(4)(ii).
3. The operator(s) of the excavator or other heavy equipment that is used inside the regulated area shall meet the training and respiratory requirements of the OSHA regulations. This includes a training certificate indicating the completion of a minimum of 32 hours Asbestos Worker Course and up to date medical surveillance and respirator fit test. All workers and supervisors who perform asbestos-related activities working inside the regulated area shall be trained and licensed in accordance with Sections 20-440-1 through 20-440-9 of the Regulations of Connecticut State Agencies. All paperwork shall be on site during the project.
4. The work area shall be continually wetted during the demolition and abatement operations in a manner consistent with the requirements of 40 CFR, Part 61, Subpart M, the asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP). There shall be **no visible emissions** resulting from demolition and abatement process and no freestanding water shall be allowed to accumulate. The engineering controls shall be implemented if necessary, to prevent of the demolition debris and water used in conjunction with this project from leaving the regulated area.
5. No work within the regulated asbestos work area shall be performed unless the licensed Project Monitor is physically on site to directly observe the work. The monitoring shall continue on a full-time basis during this project. The Project Monitor shall collect representative daily air

samples at the boundary to the regulated area to document airborne fiber concentrations. All air samples collected during the course of asbestos abatement and demolition activities shall be analyzed by Phase Contrast Microscopy under the NIOSH Method 7400. Fiber concentrations shall not exceed 0.010 fibers/cc during the course of the abatement work. If at any time during the project, a fiber concentration exceeds 0.010 f/cc, all work shall stop and Project Designer shall inspect and evaluate the effectiveness of the asbestos emission control measures being utilized. The project will not restart until that evaluation is completed and corrective actions are taken and/or new emission control measures are implemented.

6. All generated demolition debris shall be treated as Regulated Asbestos-Containing Material and shall be disposed of as friable asbestos waste. Metal, large timbers and masonry foundation that are easily recognized as non-ACM that can be effectively cleaned by wet cleaning techniques may be segregated from the asbestos waste, if approved by the Project Monitor. The Project Monitor shall be responsible for visually inspecting any segregated waste to ensure that no visible residue is present before it is placed in a non-asbestos waste container.
7. Additionally, the Project Monitor shall inspect waste containers during the course of loading operation to ensure that the integrity of the lining of containers is maintained. If the integrity of the lining cannot be maintained, a suitable leak-tight liner shall be substituted. These liners shall be of sufficient size so that they can be sealed across the top of the load. The asbestos waste shall not be compacted.
8. The Project Monitor shall inspect each dumpster and trailer to ensure that no visible residue is present on the outside of containers prior to leaving the site and that they are properly sealed and labeled.
9. Once the loading of all waste is completed and after final cleaning of the regulated area, the Project Monitor shall conduct a final visual inspection of the ground to ensure that no visible ACM or suspect ACM is present. Any suspect debris shall be collected, double-bagged and disposed of as asbestos waste.

Except as noted in this letter, all other work practices specified in the Standards for Asbestos Abatement regulation are mandatory. This approval is specific for the removal of asbestos containing materials associated with demolition of two facilities identified in this application. This approval does not relieve the contractor or the facility owner from satisfying the requirements of any other federal, state or municipal regulation. The DPH reserves the right to rescind this approval should it determine that equivalent means of asbestos emission control are not maintained.

The approval of this application does not supersede any local ordinance, Connecticut General Statute or Regulation of Connecticut State Agencies regarding demolition. The DPH assumes that all requirements regarding demolition will be adhered to by property owners, demolition contractors, and consultants.

Please contact this office should you wish to discuss this matter further.

Sincerely,



Joanna Golos  
Environmental Sanitarian II  
Asbestos Program  
Environmental Health Section



J.R. Russo & Associates, LLC  
 1100 Main Street, Windsor Locks, CT 06096  
 Phone: 860-253-1100  
 Fax: 860-253-1101  
 www.jrussosurveyors.com



**DATA BLOCK**

ZONE: R-DRD  
 LOT AREA: 15,000 S.F.  
 FRONT YARD: 20'  
 SIDE YARD: 15'  
 REAR YARD: 20'  
 MAX. BLDG. HEIGHT: 30' (2.5 STORIES)  
 MAX. BLDG. COVERAGE ALLOWED: 30%  
 SEE REGULATIONS FOR MORE DETAILS

**LEGEND**

- ⊕ EXISTING UTILITY POLE
- EXISTING LIGHT POLE
- EXISTING TREELINE
- - - EXISTING EDGE OF PAVEMENT
- — — PROPERTY LINE
- EXISTING IRON PIN (FOUND)
- PROPOSED IRON PIN (TO BE SET)
- PROPOSED MONUMENT (TO BE SET)
- EXISTING MONUMENT (FOUND)

**Notes:**

1. The purpose of this survey is to depict the perimeter of the Town Parcels as noted herein and to depict.
2. Parcel is not located in a Special Flood Hazard Zone, Map Number 0903C0217F Effective Date September 28, 2008.
3. Horizontal datum based on NAD83.
4. All underground utility locations on this plan are approximate and may not be complete. Anyone using this information without verifying the locations does so at their own risk. No construction will be done on this site prior to utility mark out. "Call Before You Dig 1-800-485-4455".
5. Houses are existing non-conforming with respect to present zoning building setbacks.

**Map References:**

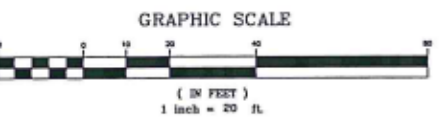
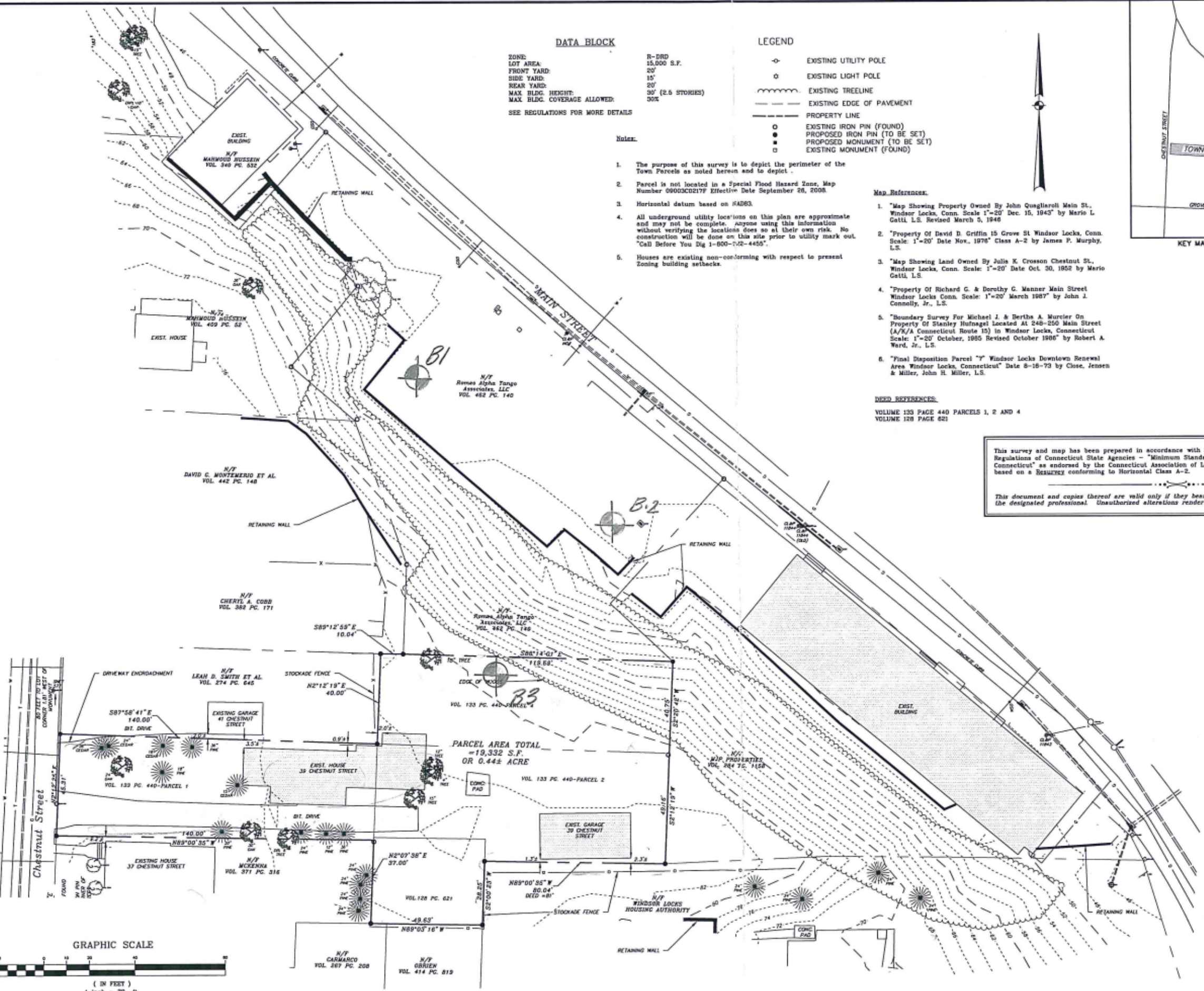
1. "Map Showing Property Owned By John Quagliaroli Main St., Windsor Locks, Conn. Scale 1"=20' Dec. 15, 1943" by Mario L. Gatti, L.S. Revised March 5, 1946
2. "Property Of David D. Griffin 15 Grove St Windsor Locks, Conn. Scale: 1"=20' Date Nov. 1978" Class A-2 by James P. Murphy, L.S.
3. "Map Showing Land Owned By Julie K. Crosson Chestnut St., Windsor Locks, Conn. Scale: 1"=20' Date Oct. 30, 1952 by Mario Gatti, L.S.
4. "Property Of Richard G. & Dorothy G. Manner Main Street Windsor Locks Conn. Scale: 1"=20' March 1987" by John J. Connolly, Jr., L.S.
5. "Boundary Survey For Michael J. & Bertha A. Murcier On Property Of Stanley Hufnagel Located At 248-250 Main Street (A/R/A Connecticut Route 15) In Windsor Locks, Connecticut Scale: 1"=20' October, 1955 Revised October 1986" by Robert A. Ward, Jr., L.S.
6. "Final Disposition Parcel "Y" Windsor Locks Downtown Renewal Area Windsor Locks, Connecticut" Date 8-18-73 by Close, Jensen & Miller, John H. Miller, L.S.

**deed references:**

VOLUME 133 PAGE 440 PARCELS 1, 2 AND 4  
 VOLUME 128 PAGE 621

This survey and map has been prepared in accordance with Sections 20-300b-1 thru 20-300b-20 of the Regulations of Connecticut State Agencies - "Minimum Standards for Surveys and Maps in the State of Connecticut" as endorsed by the Connecticut Association of Land Surveyors, Inc. It is a **Property Survey** based on a **Boundary** conforming to Horizontal Class A-2.

This document and copies thereof are valid only if they bear the live signature and embossed seal of the designated professional. Unauthorized alterations render any declaration hereon null and void.



REVISIONS	
BY: RS	CHK: JU

Prepared For  
**Town of Windsor Locks**  
 39 Chestnut Street  
 and portions of 252 Main Street  
 Windsor Locks, Connecticut

Existing Conditions Plan	
DATE	February 1, 2017
SCALE	1"=20'
SHEET NUMBER	2016-609
SHEET	1 of 1

S:\Map\2016 Civil\2016-609-Chestnut St\Russos Drawings\2016-609.dwg, 11





<b>CLARENCE WELTI ASSOC., INC.</b> P.O. BOX 397 GLASTONBURY, CONN 06033				CLIENT  J.R. RUSSO & ASSOCIATES		PROJECT NAME PROPOSED MIX USE BUILDINGS	
						LOCATION 252 MAIN STREET, WINDSOR LOCKS, CT	
	AUGER	CASING	SAMPLER	CORE BAR.	OFFSET	SURFACE ELEV. 46	HOLE NO. <b>B-2</b>
TYPE	HSA		SS		LINE & STA.	GROUND WATER OBSERVATIONS	
SIZE I.D.	3.75"		1.375"		N. COORDINATE	AT 9.0 FT. AFTER 0 HOURS	START DATE 4/21/17
HAMMER WT.			140lbs		E. COORDINATE	AT FT. AFTER HOURS	FINISH DATE 4/21/17
HAMMER FALL			30"				
DEPTH	SAMPLE			A	STRATUM DESCRIPTION + REMARKS	ELEV.	
	NO.	BLOWS/6"	DEPTH				
0	1	2-2-2-2	0.0'-2.0'		BLACK ASPHALT FRGMENTS AND TRAPROCK	45	
						1.5	
	2	2-1-1-3	2.0'-4.0'		BR.FINE-MED.SAND, SOME SILT, LITTLE GRAVEL, BRICK & CONCRETE FRAGMENTS - FILL		
5	3	2-2-1-3	4.0'-6.0'				
	4	3-3-36-13	6.0'-8.0'			40	
	5	7-4-2-4	8.0'-10.0'				
10	6	1-1-0-1	10.0'-12.0'		GREY SILT AND FINE SAND, TRACE GRAVEL	9.0	
					GREY/BR.VARVED SILT AND CLAY	10.0	
						35	
15	7	1-2-2	15.0'-16.5'			30	
20	8	2-3-5	20.0'-21.5'		BR.SILT, TRACE FINE SAND, CLAY & FINE GRAVEL	20.0	
					BOTTOM OF BORING @ 21.5'	21.5	
						25	
25						20	
30						15	
35							
<b>LEGEND: COL. A:</b> <b>SAMPLE TYPE:</b> D=DRY A=AUGER C=CORE U=UNDISTURBED PISTON S=SPLIT SPOON <b>PROPORTIONS USED:</b> TRACE=0-10% LITTLE=10-20% SOME=20-35% AND=35-50%						DRILLER: K.CHRISTIANA INSPECTOR:	
						SHEET 1 OF 1	HOLE NO. <b>B-2</b>

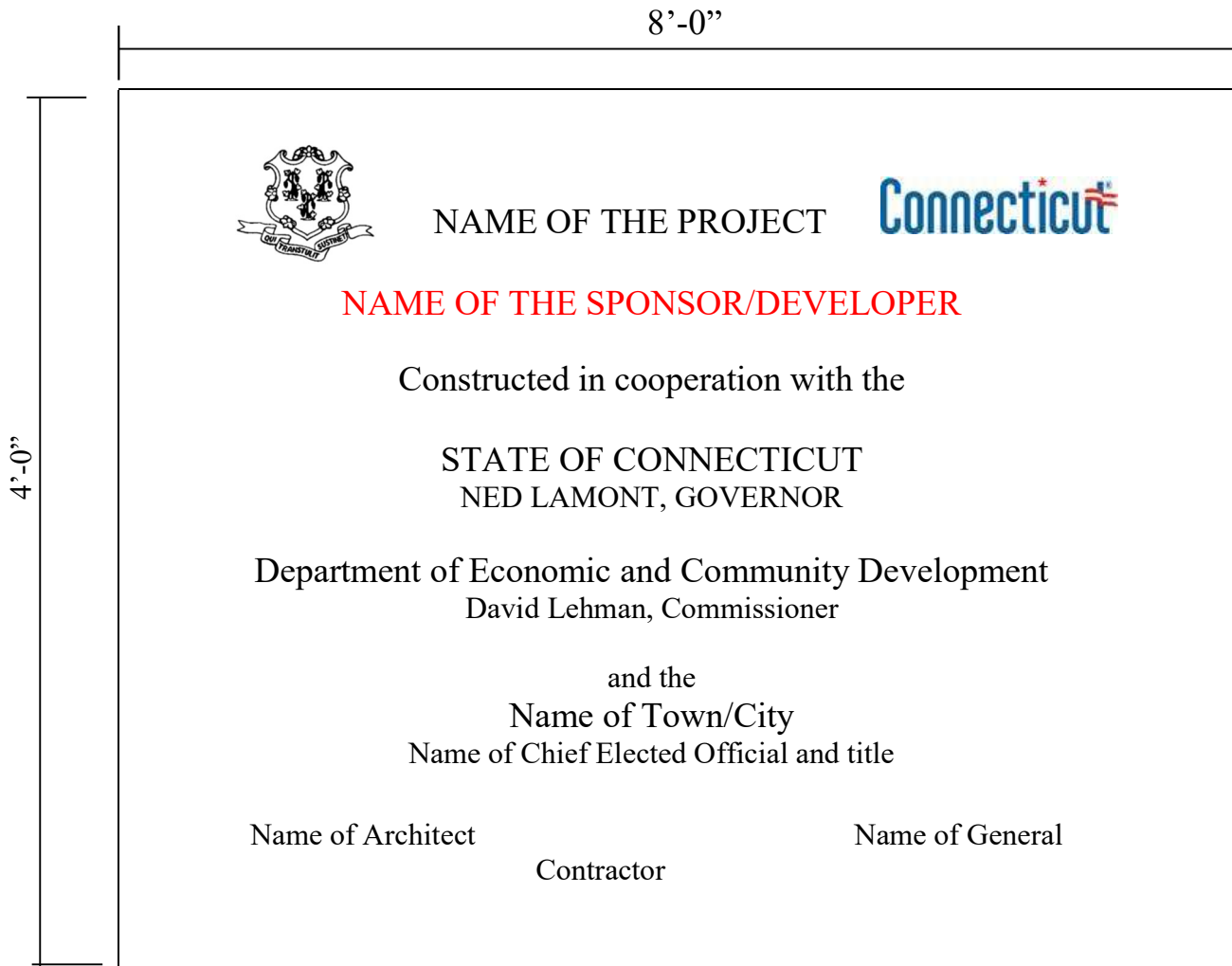
<b>CLARENCE WELTI ASSOC., INC.</b> P.O. BOX 397 GLASTONBURY, CONN 06033				CLIENT  J.R. RUSSO & ASSOCIATES		PROJECT NAME PROPOSED MIX USE BUILDINGS	
						LOCATION 252 MAIN STREET, WINDSOR LOCKS, CT	
	AUGER	CASING	SAMPLER	CORE BAR.	OFFSET	SURFACE ELEV. 80	HOLE NO. <b>B-3</b>
TYPE	HSA		SS		LINE & STA.	GROUND WATER OBSERVATIONS	
SIZE I.D.	3.75"		1.375"		N. COORDINATE	AT none FT. AFTER 0 HOURS	START DATE 6/13/17
HAMMER WT.			140lbs		E. COORDINATE	AT FT. AFTER HOURS	FINISH DATE 6/13/17
HAMMER FALL			30"				
DEPTH	SAMPLE			A	STRATUM DESCRIPTION + REMARKS	ELEV.	
	NO.	BLOWS/6"	DEPTH				
0	1	1-0-0-1	0.0'-2.0'		TOPSOIL BR.FINE SAND, LITTLE SILT, TRACE GRAVEL	80	
						0.5	
	2	1-0-1-0	2.0'-4.0'		BR.FINE-MED.SAND, TRACE SILT		
						3.0	
5	3	1-0-1-1	4.0'-6.0'			75	
10	6	1-2-3	10.0'-11.5'		STRATIFIED BR.FINE SAND, TRACE SILT; OR SILT AND FINE SAND	70	
						10.0	
15	7	7-4-3	15.0'-16.5'			65	
20	8	0-1-2	20.0'-21.5'		GREY/BR.VARED CLAY AND SILT	60	
						18.0	
25	9	UP TUBE	25.0'-27.0'			55	
30	10	0-0-0-2	30.0'-32.0'			50	
35						45	
<b>LEGEND: COL. A:</b> <b>SAMPLE TYPE:</b> D=DRY A=AUGER C=CORE U=UNDISTURBED PISTON S=SPLIT SPOON <b>PROPORTIONS USED:</b> TRACE=0-10% LITTLE=10-20% SOME=20-35% AND=35-50%						DRILLER: K.CHRISTIANA INSPECTOR:	
						SHEET 1 OF 2	HOLE NO. <b>B-3</b>

<b>CLARENCE WELTI ASSOC., INC.</b> P.O. BOX 397 GLASTONBURY, CONN 06033	CLIENT	PROJECT NAME
	J.R. RUSSO & ASSOCIATES	PROPOSED MIX USE BUILDINGS LOCATION 252 MAIN STREET, WINDSOR LOCKS, CT

DEPTH	SAMPLE			A	STRATUM DESCRIPTION + REMARKS	ELEV.	
	NO.	BLOWS/6"	DEPTH				
	11	0-0-0-1	35.0'-37.0'	A			
40	12	0-0-0-2	40.0'-42.0'				40
45	13	0-0-1-1	45.0'-47.0'				35
50	14	3-4-7	50.0'-51.5'			30	
					RED/BR.FINE-CRS.SAND AND SILT, LITTLE GRAVEL	48.0	
					BOTTOM OF BORING @ 51.5'	51.5	
55						25	
60						20	
65						15	
70						10	
75						5	

<b>LEGEND: COL. A:</b> <b>SAMPLE TYPE:</b> D=DRY A=AUGER C=CORE U=UNDISTURBED PISTON S=SPLIT SPOON <b>PROPORTIONS USED:</b> TRACE=0-10% LITTLE=10-20% SOME=20-35% AND=35-50%	DRILLER: K.CHRISTIANA
	INSPECTOR:
SHEET 2 OF 2	HOLE NO. <b>B-3</b>

DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
PROJECT SIGN



**SIGN PANEL:** ¾" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

**COLORS:** ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

**TYPEFACE:** HELVETICA MEDIUM

**LOCATION:** SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

**TIMING:** INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

**STATE SEAL & DECD LOGO:** ATTACHED

**TOD Responsible Growth Grant  
Phase 1 – Demolition  
Chestnut Street, Windsor Locks, CT**

**SECTION 01000  
DEFINITIONS**

**1.01 General**

- A. The General Provisions of the Contract, including General and Supplementary Conditions and Requirements of Division 1, apply to the work specified in this Section.
- B. For convenient reference, these Specifications are separated into titled Sections. The Sections do not necessarily define the limits of any subcontract and shall not require the Engineer to be an arbiter between the Contractor and Subcontractor. The work of any one subcontractor may include items specified in several Sections.

**1.02 Definitions and Abbreviations**

- A. Abbreviations:

ACI	American Concrete Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
CS	Commercial Standards, U.S. Department of Commerce
DPW	Windsor Locks Department of Public Works
DOT	Connecticut Department of Transportation
FS	Federal Specifications
UL	Underwriters' Laboratory, Inc.
WPCA	Windsor Locks Water Pollution Control Authority

- B. All reference to standard specifications and codes refers to the latest editions in effect at the dates of proposals. Such references include current addenda and errata, if any.
- C. Where the word "provide" appears, it shall be interpreted to mean, "The Contractor shall furnish all labor, materials and equipment necessary and install....".
- D. Where installation of work is required to be in conformance with the product manufacturer's directions or specifications, provide and distribute the necessary number of copies.

**TOD Responsible Growth Grant  
Phase 1 – Demolition  
Chestnut Street, Windsor Locks, CT**

- E. "Owner" or "Town" as referred to herein means the "Town of Windsor Locks Department of Public Works" or the Town's authorized representative.
- F. "Engineer" as referred to herein means "J.R. Russo & Associates, LLC".
- G. "Contractor" as referred to herein is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- H. "State Specifications" referred to herein means the State of Connecticut, Department of Transportation Standard Specifications Form 817 for Roads, Bridges, and Incidental Construction", latest edition. The word "Engineer" appearing in the Standard Specification shall be construed to mean Owner's representative. Articles dealing with the basis of payment shall be considered inapplicable to this contract.

END OF SECTION

**TOD Responsible Growth Grant  
Phase 1 – Demolition  
Chestnut Street, Windsor Locks, CT**

SECTION 01200

SUMMARY OF WORK

1.00 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Requirements of Division 1, apply to the work specified in this Section.

1.02 DESCRIPTION OF WORK

- A. General Requirements: The project Work includes but is not necessarily limited to the following general requirements:
1. Verify location and depth of all underground utilities, including those utilities, active or abandoned, which may not be shown on the plans. Call-Before-You-Dig 1-800-922-4455. Notify Engineer of any underground features discovered during construction and note size and location for inclusion in as-built drawings.
  2. The Contractor shall perform work so as to protect existing utilities including overhead wires, poles, guy wires, structures, and underground services. Conflicts between the new sidewalk and pedestrian signal equipment with existing services such as gas, water, electric or other services, shall be reported to the Engineer immediately. The Contractor shall coordinate the relocation of any utility services with the utility companies and property owners as directed by the Engineer. Utility relocation not shown on the Drawings shall be performed by the utility company and paid for by the utility company or Owner.
  3. Provide and maintain protective barriers, barricades and construction warning signs as necessary to protect pedestrians, working personnel, vehicles, private property, and work as it is installed.
  4. Schedule and attend a pre-construction meeting with the Owner and Engineer after utilities have been marked and any discrepancies have been noted. Administer weekly job meetings with the Owner and Engineer.
  5. Provide submittals per Section 1300 including but not limited to schedule of submittals, construction progress schedule, material certificates, cut sheets and shop drawings to Engineer for approval prior to ordering. Submit manufacturer's shop drawings for all pre-cast structures.
  6. Provide Owner with a report from an approved independent testing laboratory with a sieve analysis and Standard Proctor maximum dry density of samples



**TOD Responsible Growth Grant  
Phase 1 – Demolition  
Chestnut Street, Windsor Locks, CT**

from each material source to be used for review and approval.

7. Obtain encroachment permit from Windsor Locks Department of Public Works for work in Chestnut Street. Provide required bonding. Obtain demolition permits from the Building Department. Windsor Locks fees will be waived.
8. Furnish DECD Project Sign in accordance with template Exhibit 10.
9. Remove and dispose of all excess or unsuitable material off-site in a proper manner. The site shall be kept clean and free of debris or rubbish.
10. Remove hazardous materials in accordance with the Environmental reports and abatement plan. The Town is in the process of applying to the CT Department of Public Health (DPH) for an Alternate Work Practice (AWP) for the 39 Chestnut Street house basement thermal system insulation (TSI) materials, the first floor surfacing materials, and the barn debris. It is expected that the outcome of this DPH submittal will be the subject of an addendum prior to the close of the bidding period.
11. Removal of house and other structures includes the removal of concrete foundation walls and footings, backfill with free draining material (M.02.07), compaction to 90% optimum density, loam and seed and turf establishment to produce a mowable lawn surface.
12. Notify the Engineer immediately if any conflicts or discrepancies are encountered.
13. Restore, repair, or replace all features disturbed during construction unless features are called for to be removed.
14. Sweep roadway and driveways each day as required. Disturbed areas shall be sprinkled as required to control dust. All rubbish and debris shall be removed from the site each day and be properly disposed of by the Contractor.
15. Provide record documents, guarantees, warranties and bonds in accordance with Project Closeout procedures in Section 1730.

2.00 PRODUCTS (Not Used)

3.00 EXECUTION (Not Used)

END OF SECTION

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SECTION 01300  
SUBMITTALS

1.00 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the Contract, including General and Supplementary Conditions and Divisions 1 - General Requirements, apply to the work specified in this Section.
- B. The Prevailing Wage requirements

1.02 SECTION INCLUDES

- A. Schedule of Submittals
- B. Construction Progress Schedule
- C. Schedule of Values
- D. Shop Drawings
- E. Product Data
- F. Samples
- G. Application for Payment
- H. Earth Materials
- I. Water & Sewage Handling

1.03 PROCEDURES

- A. Deliver submittal, with the exception of Application for Payment, to the Engineer:  
J.R. Russo & Associates, LLC  
1 Shoham Road  
East Windsor, CT 06088
- B. Deliver Application for Payment to the Owner:  
Phil Sissick, Director  
Department of Public Works  
6 Stanton Road  
Windsor Locks, CT 06096

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- C. All submittals shall be accompanied by a completed transmittal form accepted by the Engineer. The form shall identify: Project, preparer of the submittal, date, name and address of Contractor, Subcontractor, Supplier, and manufacturer; identify pertinent drawing sheet, detail, and Specification Section number, as appropriate; and identify deviations from Contract Documents. Provide space for Contractor and Engineer review stamps.
- D. Submit initial progress schedules and schedule of submittals in duplicate prior to initiation of work. After review by Engineer, revise and resubmit as required. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.
- E. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- F. After Engineer review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- G. Distribute copies of reviewed submittals to Owner and concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

2.00 PRODUCTS

2.01 SCHEDULE OF SUBMITTALS

- A. Prior to the initiation of work, the Contractor shall submit a schedule of submittals, arranged in chronological order by dates required by the construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, delivery when establishing dates.
- B. Coordinate Schedule of Submittals with list of subcontracts, the Schedule of Values, and Construction Progress Schedule.

2.02 CONSTRUCTION PROGRESS SCHEDULE

- A. Prior to the initiation of work, the Contractor shall submit a schedule of the anticipated starting and completion dates for the various activities. The schedule shall be in a form approved by the Engineer and shall correspond to the schedule of Values required under Paragraph 6.04 of the General Conditions.
- B. The Contractor shall issue an up-to-date progress schedule to the Engineer, along with each application for payment.

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- C. It shall be the Contractor's responsibility to notify and coordinate their work with the local utility companies, local fire & police departments, and the Windsor Locks Department of Public Works.

2.03 SCHEDULE OF VALUES

- A. Provide Owner with a schedule of values prior to start of construction documenting how each Work task was priced and will be billed as work is completed on a percent completion basis. This will assist the Town in evaluating percent completion of the Work for progress payment.

2.04 SHOP DRAWINGS

- A. Shop Drawings shall be complete, giving all information necessary or requested in the individual section of the specifications. They shall also show adjoining Work and details of connection thereto.
- B. Shop Drawings shall be for whole systems. Partial submissions will not be accepted.
- C. The Engineer reserves the right to review and approve shop drawings only after approval of related product data and samples.
- D. Shop drawings shall be properly identified and contain the name of the project, name of the firm submitting the shop drawings, shop drawing number, date of shop drawings and revisions, Contractor's stamp of approval, and sufficient spaces near the title block for the Engineer's stamp.
- E. When the Shop Drawing is returned by the Engineer with the stamp "Revise and Resubmit" or "Disapproved", the Contractor shall correct the original drawing or prepare a new drawing and resubmit to the Engineer for approval. This procedure shall be repeated until the Engineer's approval is obtained.
- F. When the Shop Drawing is returned by the Engineer with the stamp "Approved" or "Approved as Corrected", the Contractor shall provide and distribute prints for all Contractor and Subcontractors.
- G. The Contractor shall maintain one full set of approved shop drawings at the site.

2.05 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.

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- B. Submit the number of copies that Contractor requires, plus two copies, which will be retained by Engineer.

2.06 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for product data.

2.07 APPLICATION FOR PAYMENT

- A. The Application for Payment form to be used on this Project is EJCDC No. C-620. Submit four copies with each application.

2.08 EARTH MATERIALS

- A. Submit approved independent testing laboratory results for gradation sieve analysis and standard Proctor density calculation for the free draining materials (M.02.07) to be used for foundation and trench backfill.

3.00 EXECUTION (Not Used)

END OF SECTION

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SECTION 01500  
CONSTRUCTION FACILITIES

1.00 GENERAL

1.01 SCOPE OF WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

- A. Sanitary Facilities

1.03 SANITARY FACILITIES

- A. Portable toilets for employees and sub-contractors shall be provided and maintained by the Contractor in a location approved by the Owner.

1.04 REMOVAL

- A. Remove temporary materials, equipment, services and construction prior to inspection for substantial completion of work.

END OF SECTION

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SECTION 01600

MATERIALS & EQUIPMENT

1.00 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

- A. Materials and Products.
- B. Substitutions.
- C. Transportation and Handling.
- D. Storage and Protection.

1.03 MATERIALS AND PRODUCTS

- A. Products include material, equipment and systems.
- B. Comply with Drawings, Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification Section shall be the same and shall be interchangeable.
- D. Do not use materials and equipment removed from existing structure, unless approved by the Engineer.

1.04 SUBSTITUTIONS

- A. If after Award of Contract, the Contractor desires to use another material in lieu of those specified, he shall request, in writing, the approval of same. Such request must state the amount of dollars by which the Contractor Sum would be increased or decreased in case of approval of such substitution.
- B. All requests for substitution must be reasonable and offer a clear advantage to the Owner because of improved performance, reduced cost, or better deliveries.
- C. All requests for substitutions must be presented in writing and be substantiated by means of manufacturer's data, certification, instructions, specifications, etc., as the Engineer may require.
- D. Contractor assumes all responsibility for adjustments in and to adjacent materials caused by use of substituted materials.

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1.05 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened container or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.06 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on soil surfaces in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
- E. All work shall be performed within road right-of-way and/or grading limits shown on the plans. No material or equipment stockpile areas are shown on the Drawings. The Contractor may coordinate with the Owner for utilization of areas at the town leaf dump on Old County Road.

2.00 PRODUCTS (Not Used)

3.00 EXECUTION (Not Used)

END OF SECTION



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**SECTION 01700**

**SPECIAL PROJECT PROCEDURES**

**1.00 GENERAL**

**1.01 SECTION INCLUDES**

- 1.01 Scope of Work
- 1.02 Reference Standards.
- 1.03 Preconstruction Meetings.
- 1.04 Protection of Property.
- 1.05 Protection of Installed Work.
- 1.06 Signs.
- 1.07 Coordination of Utilities.
- 1.08 Runoff Control.
- 1.09 Cleaning During Construction.
- 1.10 Inspections and Testing.
- 1.11 Conditions of the Site and Constraints.
- 1.12 Work Hours
- 1.13 Permits

**1.02 SCOPE OF WORK**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

**1.03 REFERENCE STANDARDS**

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. All references to standard specifications and codes made throughout these specifications refer to the latest editions in effect at the dates of proposal. Such references include current addenda, and errata, if any, and shall be considered a part of these specifications as much as if the pertinent portions of those standard specifications were printed herein in their entirety.
- C. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.

**1.04 PRECONSTRUCTION MEETINGS**

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- A. Prior to the initiation of work, the Owner will administer a preconstruction meeting at a location to be determined by the Owner, to establish a working understanding among the parties as to the Work and to discuss the project schedules and discuss procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

**1.05 PROTECTION OF PROPERTY**

- A. The work under this Contract shall be executed in such a manner that no damage or injury will occur to the public, to all properties and structures off or on the site which may be in any way affected by the operations under the Contract, to streets, paving, gas, water, electrical or any other pipes, underdrains, mains, conduits, overhead utility wires, and any and all other property. Should any damage or injury be caused by the Contractor or anyone in his employ, or by the work under this contract, the Contractor shall, at his own expense, make good such damage and, assume all responsibility for such injury without cost to the Owner.
- B. Any and all areas outside the work area shown on the plans that may be disturbed during the process of the work shall be restored as directed by the Engineer representative to their original condition at the Contractor's expense.

**1.06 PROTECTION OF INSTALLED WORK**

- A. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- B. Prohibit traffic and storage on finished lawn and landscape areas.
- C. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.

**1.7 SIGNS**

- A. The premises shall be kept free from all advertising, and no signs other than the Temporary Construction Sign shall be erected without the express permission of the Owner.

**1.12 COORDINATION OF UTILITIES**

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- A. The Contractor shall be responsible for the bracing and/or relocation of utility poles and guy wires adjacent to trenching activities as necessary. The Contractor shall coordinate these activities with the appropriate utility companies. The cost for bracing and/or relocation of utility poles shall be included in the Bid amount.

**1.13 RUNOFF CONTROL**

- A. Grade site to drain. Maintain excavations free of water. Maintain operation of drainage system and provide and operate pumping equipment where necessary. Discharge dewatering waste waters in accordance with the Specifications and 2002 Connecticut Guidelines for Soil Erosion and Sediment Control.

**1.14 CLEANING DURING CONSTRUCTION**

- A. Before the completion of each day's work, the Contractor shall be responsible for cleaning up and removing or relocating all excavated material, debris, equipment and the like and for temporarily backfilling or filling excavations as necessary to ensure the continuous flow of traffic in roadways where work is progressing, including access to private property during non-working hours.

**1.15 INSPECTION & TESTING**

- A. The Owner, the Engineer, and the Connecticut Department of Transportation shall have access to site work at all times, and all work shall be subject to their inspection.
- B. Inspectors representing the Owner and State of Connecticut shall be authorized to inspect all work and materials furnished by the Contractor.
- C. The Contractor shall be responsible for coordination of field testing to be performed by an independent testing laboratory provided by the Owner. The following field testing is required:
  - 1. In-Place density testing of trench backfill materials and processed aggregate base to confirm compaction to 95% of the modified proctor maximum dry density of the material (AASHTO T180, Method D) by the nuclear method. Testing to be performed once per 500 cubic yards of backfill or base material, once per lift or at least once daily.
  - 2. The Owner will perform final clearance and air testing (PCM) upon completion of abatement work. If deficiencies are found, the Contractor shall correct at no additional cost to the Owner and shall pay for subsequent final clearance and air testing to verify conformance with health and safety regulations.

**1.16 CONDITIONS OF THE SITE AND CONSTRAINTS**

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- A. As required by the Contract Documents, the Contractor is responsible to ensure the road is passable at all times during the course of construction. Temporary patching of the road may be directed by the Engineer where the Contractor has performed work or where damage to the existing road surface was caused by the Contractor's work effort. If so directed, the Contractor shall, at his expense, provide temporary bituminous patch at no additional cost to the Owner. Contractor shall also provide a permanent patch to all damaged pavement prior to acceptance of work at no additional cost to the Owner.

**1.17 WORK HOURS**

- A. Work hours will be limited to between the hours of 7:00 a.m. and 4:00 p.m., or as otherwise restricted by the Town.

**1.18 PERMITS**

- A. Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement.

**2.00 PRODUCTS (Not Used)**

**3.00 EXECUTION (Not Used)**

**END OF SECTION**

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SECTION 01730

CONTRACT CLOSEOUT

1.00 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Final Inspection.
- D. Project Record Documents.
- E. Guarantees, Warranties, and Bonds.

1.03 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. Furnish warranties and bonds for items so listed in pertinent other sections of the Contract Documents.
- C. Provide evidence of payment and release of liens.

1.04 FINAL CLEANING

- A. Execute prior to Final Inspection.
- B. Clean site; sweep paved areas, rake clean other surfaces.
- C. Remove waste and surplus materials, rubbish and construction facilities from the Project and from the site.

1.05 FINAL INSPECTION

- A. Upon completion of final cleaning, the Contractor shall notify the Engineer who shall then arrange for final inspection. At the time of final inspection of the work performed under the Contract, all work covered by the Drawings and these Specifications shall be complete in every respect and in perfect operating condition. All surplus materials of every character resulting from the work of this project shall have been removed from the site.

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- B. Any defects discovered in any of the work as a result of the final inspection shall be corrected in accordance with the terms of the contract prior to final acceptance of the work.

1.06 RECORD CONTRACT DOCUMENTS

- A. Job set: Promptly following receipt of the Owner's Notice to Proceed, secure from the Engineer at no charge to the Contractor two complete sets of all Contract Documents. Additional copies may be purchased by the Contractor at the price of \$200 per set.
- B. During the progress of the work, the Contractor shall maintain a current record set of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction.
- C. Manufacturers' and subcontractors', shop drawings, line-and-control diagrams, assembly and erection drawings, etc., shall also be corrected to indicate As-built conditions, and maintained as Record Contract Documents.
- D. Store Record Documents separate from those used for construction.
- E. Keep Record Documents current: do not permanently conceal any work until required information has been recorded.
- F. Note special conditions, additional utilities or connections found for incorporation into the final as-built survey to be prepared by the Engineer.
- G. Accuracy of records:
  - 1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
  - 2. Make entries within 24 hours after receipt of information that the change has occurred. Date all entries.
- H. At the completion of the construction work and prior to acceptance of the project, the Contractor shall provide the marked up Record Contract Documents to the Engineer.

1.07 GUARANTEES, WARRANTIES AND BONDS

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- A. Except as otherwise specified, the Contractor shall guaranty all work against defects resulting from materials, workmanship, or equipment which are inferior, defective, or not in accordance with the terms of the Contract.
- B. Furnish fully executed guarantees, warranties and bonds to the Owner in accordance with the General Conditions.

2.00 PRODUCTS (Not Used)

3.00 EXECUTION (Not Used)

END OF SECTION

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**020090 ASBESTOS ABATEMENT**

PART 1 - GENERAL

0.1 SCOPE

- A. The work specified herein shall be the abatement of asbestos-containing materials by persons who are knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos-containing material, and the subsequent cleaning of the affected environment. The Contractor shall have a Competent Person in control on the job site at all times during asbestos abatement work. This person must comply with applicable Federal, State and Local regulations that mandate work practices, and be capable of performing the work of this contract.
- B. The Contractor shall be licensed by the State of Connecticut in accordance with State of Connecticut Regulations, Sections 20-440-1 through 9 and 20-441. Should any portion of the work be subcontracted, the subcontractor must also be licensed in accordance with these regulations. Site supervisors and workers shall be certified in accordance with Sections 20-437 and 20-438 of the Connecticut General Statutes and Section 20-440-5 of the Regulations of Connecticut State Agencies. The licensing and certification requirements are available from the Environmental Health Services Division, Department of Public Health, 410 Capitol Avenue, P.O. Box 340308, Hartford, CT 06134-0308.
- C. The Owner reserves the right to retain the services of a Project Monitor for protection of its interests and those using the building. Pre-abatement, during abatement and post-abatement sampling will be conducted as deemed necessary. Final clearance and air testing will be performed by the Town's consultant upon completion of the abatement work. If conditions do not meet minimum health and safety standards, the Contractor shall correct the problem and pay for follow up clearance testing.
- D. The Contractor shall be responsible for the following general requirements:
  - 1. Obtain all approvals and permits, and submit all notifications required.
  - 2. Provide, erect, and maintain all scaffolding, planking, bracing, shoring, barricades, and warning signs.
  - 3. Unless otherwise specified, all equipment, fixtures, piping and debris resulting from demolition shall become the property of the Contractor and shall be removed from the premises.
  - 4. Materials to be reused shall be removed with the utmost care to prevent damage of any kind. All material to be reused shall be stored as directed. The Contractor shall coordinate with the Owner as to the storage location.
  - 5. Materials not scheduled for reuse shall be removed from the site and disposed of in accordance with all applicable Federal, State and Local requirements.
  - 6. Provide OSHA required personal monitoring to ensure adequate respiratory protection for each worker.
- E. Protect and preserve in operating condition, all utilities traversing the building and site. Damage to any utility due to work under this Contract shall be repaired to the satisfaction of the Owner at no cost to the Owner.

0.2 DESCRIPTION OF WORK



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- A. The Contractor shall supply all labor, materials, equipment, services, insurance (with specific coverage for work on asbestos), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.
- B. Coordinate asbestos abatement with other project demolition or removal sections.
- C. The asbestos abatement work shall include the removal of interior and exterior, exposed and concealed, friable and non-friable asbestos-containing materials (ACM) as specified herein. Selective demolition to access concealed ACM shall be performed to the extent necessary to remove all ACM material prior to building demolition. ACM to be abated includes the materials listed in Table A1.
- D. The Asbestos Abatement Contractor shall verify the extent and conditions affecting removal of all asbestos-containing materials to be abated under this contract. The above inventory of identified ACM is included for information purposes only. No additional compensation and/or contract time shall be granted to the Asbestos Abatement Contractor for failure to comply with this requirement.
- E. The Owner is in the process of applying to the CT Department of Public Health (DPH) for an Alternate Work Practice (AWP) for the 39 Chestnut Street house basement thermal system insulation (TSI) materials, the first floor surfacing materials, and the barn debris. It is expected that the outcome of this DPH submittal will be the subject of an addendum prior to the close of the bidding period.

**0.3      DEFINITIONS**

- A. Accessible - A space easily accessed, and which can be entered or seen without demolition.
- B. Agency - The authoritative force, usually at the state level, or their representative.
- C. ASHERA - Asbestos School Hazard Emergency Response Act - U. S. EPA regulation 40 CFR Part 763 under Section 203 of Title II of the Toxic Substances Control Act (TSCA), 15 U.S.C. 2643. This rule mandates inspections, accreditation of persons involved with asbestos, and final air clearances following abatement in public and private schools, and public and commercial buildings.
- D. Alternative Work Practice (AWP) - State of Connecticut Department of Public Health approved deviation from Asbestos Standards (Sections 19a-332a-1 to 19a-332a-16 inclusive). Alternative Work Practice methods may be used if pre-approved by DPH or with the approval of DPH, the Design Consultant and State's Project Monitor when not pre-approved. Approval of alternative work practice procedures shall not relieve the Contractor from any codes, regulations or standards required by this specification.
- E. Asbestos-Containing Waste Materials - Any waste that contains asbestos containing materials (as defined by the State of CT Department of Public Health (DPH), US Environmental Protection Agency (EPA), and/or US Occupational Safety & Health Administration (OSHA) and is generated by a source subject to the provisions of this subpart. This term includes filters from abatement control devices, asbestos waste materials, and bags or other similar packaging contaminated with ACMs. As applied to demolition and renovations operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.
- F. Asbestos Control Area - An area where asbestos abatement operations are performed which is isolated by physical boundaries, which assist in the prevention of the uncontrolled release of asbestos dust, fibers, or debris. Two examples of an Asbestos Control Area are a "full containment" and a "glove-bag."

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- G. Authorized Asbestos Disposal Facility - A location licensed by the EPA to receive and dispose of ACMs.
- H. Category I Non-Friable ACM - Asbestos-containing packing, gaskets, resilient floor coverings and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy.
- I. Category II Non-Friable ACM - Any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- J. Class I Asbestos Work - Activities involving the removal of TSI and surfacing ACM and PACM.
- K. Class II Asbestos Work - Activities involving the removal of ACM, which is not thermal system insulation or surfacing material. This includes, but is not limited to the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastic.
- L. Class III Asbestos Work - Repair and maintenance operations, where ACM, including thermal system and surfacing material, is likely to be disturbed.
- M. Class IV Asbestos Work - Maintenance and custodial activities during which employees contact ACM and PACM and activities to clean up waste and debris containing ACM and PACM.
- N. Competent Person - In addition to the definition in 29 CFR 1926.32(f), one who is capable of identifying existing asbestos hazards in the work place and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f): in addition for Class I and Class II work who is specially trained in a training course which meet the criteria of 40 CFR 763 (Appendix C to Subpart E - Asbestos Model Accreditation Plan).
- O. Concealed Space - Space, which is out of sight. Examples of a concealed space include area above hard ceilings; below floors; between double walls; furred-in areas; pipe and duct shafts; and similar spaces which cannot be examined without invasive removal of building components or disturbance of finishes.
- P. Critical Barrier - A layer of six (6) mil polyethylene sheeting taped securely over windows, doorways, diffusers, grilles and any other openings between the Work Area and uncontaminated areas outside of the Work Area, including the outside of the building.
- Q. Demolition - The wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.
- R. DEEP - The Connecticut Department of Energy & Environmental Protection, 79 Elm Street, Hartford, CT 06106.
- S. DPH - The Connecticut Department of Public Health, 410 Capitol Avenue, P.O. Box 340308, Hartford, CT 06134-0308.
- T. Differential Pressure - A difference in the static air pressure between the Work Area and occupied areas, and is developed by the use of HEPA filtered exhaust fans. This differential is generally in the range of 0.02 to 0.04 inches of water column.

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- U. Encapsulation - The treatment of asbestos-containing materials to prevent the release of fibers as the encapsulant creates a membrane over the surface (bridging encapsulant) or penetrates the material and binds its components together (penetrating encapsulant).
- V. Engineering Controls - Controls to include, but not be limited to, pressure differential equipment, decontamination enclosures, critical barriers and related procedures.
- W. Equipment Decontamination Enclosure System - The portion of a Decontamination Enclosure System designed for controlled transfer of materials and equipment into or out of the Work Area, typically consisting of a Washroom and a Holding Area.
- X. Exposed - Open to view.
- Y. Fiber - A particulate form of asbestos five microns or longer, with a length-to-diameter ratio of at least 3 to 1.
- Z. Finished Space - Space used for habitation or occupancy where rough surfaces are plastered, paneled or otherwise treated to provide a pleasing appearance.
- AA. Fixed Critical Barrier - Barrier constructed of 2" x 4" wood or metal framing 16" O.C., with 1/2" plywood on the occupied side and two layers of six (6) mil polyethylene sheeting on the Work Area side to prevent unauthorized access or air flow.
- BB. Fixed Object - A piece of equipment or furniture in the Work Area, which cannot be removed from the Work Area, as, determined by the State.
- CC. Friable Asbestos-Containing Material (ACM) - Material containing more than one percent asbestos which has been applied on ceilings, walls, structural members, piping, duct work, or any other part of a building, which when dry may be crumbled, pulverized or reduced to powder by hand pressure. The term includes non-friable asbestos-containing material after such previously non-friable material becomes damaged to the extent that when dry it may be crumbled, pulverized or reduced to powder by hand pressure.
- DD. Friable Asbestos-Containing Building Material (ACBM) - Any friable ACM that is in or on interior structural members or other parts of a school or public or commercial building.
- EE. Glove-Bag Technique - A method with limited applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces in a non-contaminated work area. Information on glove-bag installation, equipment and supplies, and work practices is contained in 29 CFR 1926.1101. The glove-bag assembly is a manufactured or fabricated device consisting of a glove-bag (typically constructed of six (6) mil polyethylene or polyvinyl chloride plastic), two inward projecting long sleeves, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glove-bag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process. This technique requires AWP application and may only be used if pre-approved by DPH or with the approval of the Design Consultant, State's Project Monitor and DPH when not pre-approved.
- FF. HEPA Filter Equipment - High-efficiency particulate air (HEPA) filtered vacuum and/or exhaust ventilation equipment with a filter system capable of trapping and retaining asbestos fibers. Filters shall be of 99.97 percent efficiency for retaining fibers of 0.3 microns in diameter or larger.
- GG. Inaccessible - A space not accessible, and which cannot be entered or seen without demolition.

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- HH. Inspection - An activity undertaken in a school building, or a public or commercial building, to determine the presence or location, or to assess the condition of, friable or non-friable ACBM or suspected ACBM, whether by visual or physical examination, or by collecting samples of such materials.
- II. Lock-down - The procedure of spraying polyethylene sheeting and building materials with an encapsulant type sealant to seal in non-visible asbestos-containing residue.
- JJ. Major Fiber Release Episode - Any uncontrolled or unintentional disturbance of ACBM, resulting in a visible emission, which involves the falling or dislodging of more than 3 square or 3 linear feet of friable ACBM.
- KK. Mini-Containment - A procedure using a single layer of polyethylene sheeting to contain the Work Area. Access to the mini-containment is controlled by an air lock, which also serves as a Holding Area. This procedure requires AWP application and may only be used if pre-approved by DPH or with the approval of the Design Consultant, State's Project Monitor and DPH when not pre-approved.
- LL. Minor Fiber Release Episode - Any uncontrolled or unintentional disturbance of ACBM, resulting in a visible emission, which involves the falling or dislodging of 3 square or linear feet or less of friable ACBM.
- MM. Movable Object - A piece of equipment or furniture in the Work Area, which can be removed from the Work Area, as, determined by the State.
- NN. Negative Initial Exposure Assessment - A demonstration by the employer which complies with the criteria in 29 CFR 1926.1101(f) (2) (iii) that employee exposure during an operation is expected to be consistently below the PEL.
- OO. Non-Friable Asbestos-Containing Material - Material containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy that when dry cannot be crumbled, pulverized or reduced to powder by hand pressure.
- PP. Owner or Operator of a Demolition or Renovation Activity - Any person who owns, leases, operates, controls or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls or supervises the demolition or renovation, or both.
- QQ. Permissible Exposure Limits (PELS) - (1) Time-weighted Average Limit (TWA). The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 0.1 fibers per cubic centimeter (f/cc) of air as an eight (8) hour time-weighted average (TWA). (2) Excursion Limit. The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of thirty (30) minutes.
- RR. Pre-Clean - The process of cleaning an area before asbestos abatement activities begin to ensure all dust and debris in the area considered asbestos containing are properly contained and disposed of. This increases the likelihood the area will pass aggressive air sampling clearance requirements after asbestos-containing materials have been removed.
- SS. Presumed Asbestos-Containing Material – Any materials other than wood, glass, The designation of PACM may be rebutted by appropriate testing of the material(s).
- TT. Project Monitor - The certified and licensed individual contracted or employed by the building owner or contractor to supervise and/or conduct air monitoring and analysis schemes. This individual is responsible

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for recognition of technical deficiencies in procedures during both planning and on-site phases of an abatement project. Requirements for Project Monitor are defined in the Connecticut Department of Public Health Regulations (Sections 20-440-1 to 20-440-9 and 20-441). In addition to these requirements, this person shall be listed in the American Industrial Hygiene Association's Asbestos Analysts Registry.

- UU. Regulated Area - Area established by the employer to demarcate areas where Class I, II and III work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; a work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility they may exceed the PEL.
- VV. Regulated Asbestos-Containing Material (RACM) - (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
- WW. Renovation - Altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting members are wrecked or taken out are demolition.
- XX. Repair - Overhauling, rebuilding, reconstructing or reconditioning of structures or substrates where ACMs are present.
- YY. Response Action - A method including removal, encapsulation, enclosure, repair and operation and maintenance that protect human health and the environment from friable ACMs.
- ZZ. Small-Scale, Short Duration (SSSD) - Tasks such as but not limited to:
1. Removal of asbestos containing insulation on pipes.
  2. Removal of small quantities of asbestos-containing insulation on beams or above ceilings.
  3. Replacement of an asbestos-containing gasket on a valve.
  4. Installation or removal of a small section of drywall.
  5. Installation of electrical conduits through or proximate to asbestos-containing materials.
  6. Removal of small quantities of ACM only if required in the performance of another maintenance activity not intended as asbestos abatement.
  7. Removal of asbestos containing thermal system insulation not to exceed amounts greater than those which can be contained in a single glove-bag.
  8. Minor repairs to damaged thermal system insulation, which do not require removal.
  9. Repairs to a piece of asbestos-containing wallboard.
  10. Repairs involving encapsulation, enclosure, or removal, to small amounts of friable ACM only if required in the performance of emergency or routine maintenance activity and not intended solely as asbestos abatement. Such work may not exceed amounts greater than those may, which can be contained in a single prefabricated mini-enclosure. Such an enclosure shall conform spatially and geometrically to the localized work area, in order to perform its intended containment function.
- AAA. Unfinished Space - Space used for storage, utilities or work area where appearance is not a factor. Examples of an unfinished space include crawlspace; pipe tunnel and similar spaces.

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- BBB. Visible Emissions - Any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.
- CCC. Visible Residue - Any debris or dust on surfaces in areas within the Work Area where asbestos abatement has taken place and which is visible to the unaided eye. All visible residue is assumed to contain asbestos.
- DDD. Waste Generator - Any owner or operator of a source whose act or process produces asbestos-containing waste material.
- EEE. Waste Shipment Record - The shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.
- FFF. Wet Cleaning - The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools, which have been dampened with water, and afterwards thoroughly decontaminated or disposed of, as asbestos-contaminated waste.
- GGG. Work Area - Specific area or location where the actual work is being performed or such other area of a facility, which the Commissioner determines, may be hazardous to public health because of such asbestos abatement.
- HHH. Worker Decontamination Enclosure System - The portion of a Decontamination Enclosure System designed for controlled passage of workers and authorized visitors, typically consisting of a Clean Room, a Shower Room and an Equipment Room.

**0.4**     QUALIFICATIONS

- A. The Contractor performing the abatement work of this section ("Asbestos Abatement Contractor") shall be an Asbestos Abatement Contractor licensed to perform asbestos operations in the State of Connecticut. Asbestos Abatement Contractor shall submit license number and proof of licensure.
- B. Submit the following information for review and approval by the Owner. This information is required to be submitted with the General Bid. Failure to provide this information and/or meet this qualification to the approval of the Owner will result in rejection of the Asbestos Abatement Contractor who performs the work of this Section.
1. The project name, contact person and phone number of five (5) projects completed of similar size and scope.
  2. A detailed description of the project including contract value and duration.
  3. A list of all previous and/or pending violations the Company has received within the last five- (5) years from a state or federal agency with regards to Asbestos Abatement Work.
- C. The Asbestos Abatement Contractor shall not begin work until all credentials outlined above are reviewed and approved by the Owner and Consultant.

**0.5**     REFERENCES

- A. The current issue of each document shall govern. Where conflict among requirements or with these specifications exists, the more stringent requirements shall apply.
1. Occupational Safety and Health Administration (OSHA)

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29 CFR 1910.1001 - Asbestos, Tremolite, Anthophyllite, and Actinolite.  
29 CFR 1910.134 - Respiratory Protection.  
29 CFR 1926.21 - Safety Training and Education.  
29 CFR 1926.32 - Definitions.  
29 CFR 1926.51 - Sanitation.  
29 CFR 1926.55 - Gases, vapors, fumes, dusts, and mists.  
29 CFR 1926.59 - Hazard Communication.  
29 CFR 1926.200 - Accident Prevention Signs and Tags.  
29 CFR 1926.417 - Lockout and Tagging of Circuits.  
29 CFR 1926.450-452 – Ladders and Scaffolding.  
29 CFR 1926.1101 - Asbestos.

2. Environmental Protection Agency (EPA)
  - 40 CFR 61, Subpart M - National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule.
  - 40 CFR 261 - Hazardous Waste Identification.
  - 40 CFR 262-266 – Disposal Requirements.
  - 40 CFR 763, Subpart E - Asbestos School Hazard Emergency Response Act (ASHERA).
  - 40 CFR 763, Subpart G - Worker Protection Rule.
  - 40 CFR 763, Appendix C to Subpart E - Asbestos Model Accreditation Plan (MAP).
  - a. State of Connecticut, Department of Public Health Regulations (DPH)Section 19a-332a-1 through 19a-332a-16 - Standards for Asbestos Abatement.  
Section 19a-332e-1 through 19a-332a-8 – Civil Penalties for Violation of Asbestos Abatement Laws.  
Section 20-440-1 through 20-440-9 - Licensure and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consultation Services.  
Section 20-441 – Refresher Training.
3. American National Standards Institute (ANSI)ANSI Z9.2 - Fundamentals Governing the Design and Operation of Local Exhaust Systems.  
ANSI Z88.2 - Respiratory Protection.
4. American Society of Testing and Materials (ASTM)ASTM E 84 - Surface Burning Characteristics of Building Materials.  
ASTM E 96 - Water Vapor Transmission of Materials.  
ASTM E 119 - Fire Tests of Building and Construction Materials.  
ASTM E 736 - Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members.  
ASTM E 1368 - Visual Inspection of Asbestos Abatement Projects.  
ASTM E 1494 - Encapsulants for Spray- or Trowel- Applied Friable Asbestos-Containing Building Materials.
5. Underwriters Laboratories, Inc. (UL)  
UL 586 - High-Efficiency, Particulate, Air Filter Units.
6. Department of Transportation (DOT) 49 CFR 171.14(b) (4) (placarding).  
49 CFR 172.300-308, 324 (marking).  
49 CFR 172.400, 466 (labeling).

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49 CFR 172.500, 504, 560 (placarding).

**0.6**      DOCUMENTATION

- A.      Submit two copies of the following documentation to ensure compliance with the applicable regulations. An up to date copy shall be retained at the job site at all times.
- B.      Manufacturer's Catalog Data:
1.      Local Exhaust Equipment.
  2.      Vacuum Equipment.
  3.      Respirators.
  4.      Pressure Differential Automatic Recording Instrument.
  5.      Surfactant.
  6.      Chemical Encapsulant.
  7.      Polyethylene Sheeting.
  8.      Airless Sprayers.
  9.      Portable Shower Units.
  10.     Adhesive Removal Chemicals.
  11.     MSDS for All Materials Delivered to the Site.
- C.      Statements:
1.      State Notification.
  2.      Worker Medical Certification.
  3.      Worker Training Certification.
  4.      Worker Respirator Fit Testing.
  5.      OSHA Laboratory Certification.
  6.      Contractor's CT DPH License Certification.
  7.      Landfill Approval.
  8.      Safety Plan.
  9.      Respirator Protection Plan.
    - a.      Initial Exposure Assessment
    - b.      Copies of all required notifications, approvals and permits for the removal, disposal and transport asbestos-containing or contaminated materials.
    - c.      Documentation from a physician certifying that all employees who may be exposed to airborne asbestos in excess of the background level have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health affects. In addition, document that personnel have received medical monitoring required in 29 CFR 1926.1101. They shall also be informed of the specific types of respirators the employee shall be required to wear and the work he/she will be required to perform as well as special work place conditions such as high temperature, high humidity and chemical contaminants which to which he/she may be exposed
    - d.      Documentation certifying that all employees have received training in the proper handling of materials that contain asbestos; understand the health implications and risks involved, including the illnesses possible from exposure to airborne asbestos fibers; understands the use and limits of respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment as indicated in 29 CFR 1926.1101 on an initial and annual basis.
    - e.      Documentation of respiratory fit testing for all employees who must enter the Work Area. This fit testing shall be in accordance with qualitative procedures as detailed in 29 CFR 1926.1101.



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- f. Qualifications of the person proposed for air sampling to assure workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. The Project Monitor shall be licensed by Connecticut DPH. Include the name and address of the testing laboratory proposed to perform air monitoring on behalf of the Contractor, along with their NIOSH PAT Program I.D. number.
- g. Establish and supervise in accordance with 29 CFR 1926.21, a program for the education and training of workers in the recognition, avoidance and prevention of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury. Include any site-specific information to address health and safety procedures unique to this project.
- h. Establish a written Respiratory Protection Plan in accordance with 29 CFR 1910.134. This plan shall establish procedures governing the selection and use of respirators and shall include such information as training in the proper use of respirators; medical examination of workers to determine whether or not they may be assigned an activity where respiratory protection is required; training in proper use and limitations of respirators; respirator fit testing; regular inspection and evaluation of the continued effectiveness of the program; and other elements included in the standard.
- i. Establish a written Hazard Communication Plan in accordance with 29 CFR 1910.1200(e) and 29 CFR 1926.59(e). This plan shall establish procedures describing how the facility will comply with the standard; describe how MSDS's will be obtained and made available for each hazardous chemical used in the work area; describe how information and training will be provided to employees; include a list of all toxic chemicals known to be present in the work place, cross-referenced to the MSDS file; explain how workers will be informed of hazards connected with non-routine tasks such as dealing with accidental spills and leaks; explain how workers will be informed of hazards associated with chemicals contained in unlabeled pipes; and, contain information on how other contract employees will be informed about hazards their employees may encounter while working in the facility.
- j. Demonstrate that employees' exposure will be below the PEL's. For Class I asbestos work until the employer conducts exposure monitoring and documents that employees on that job will not be exposed in excess of the PEL's, or otherwise makes a negative exposure assessment, the employer shall presume that employees are exposed in excess of the TWA and excursion limit.

**D. Records:**

- 1. Sign-in/out Logs.
- 2. Personal Air Sampling Results.
- 3. Waste Shipment Records.
- 4. Pressure Differential Recording Data.
- 5. NPE Inspection and Smoke Test Logs.
- 6. Rental Equipment Statements.
  - a. When rental equipment is to be used in removal areas or to transport waste materials, submit a copy of written notification provided to the rental company informing them of the nature of use of the rented equipment

**E. In addition to items required by other sections of the Project Manual, a copy of the following documents are to be submitted to the Consultant within 20 days of project completion and required before final payment/Project Closeout:**

- 1. Project Notifications
- 2. Personal Air Sample Results
- 3. Asbestos Abatement Contractors Log Book

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4. Project Violations, Correspondences and Waivers
5. Completed Waste Shipment Records

**0.7 PERSONNEL PROTECTION**

A. Respiratory protection shall meet the requirements of OSHA as required in 29 CFR 1910.134 and 29 CFR 1926.1101. Provide appropriate respiratory protection for each worker and ensure usage during potential asbestos exposure. Select respirators from among those jointly approved as being acceptable for protection by the Mine Safety and Health Administration (MSHA) and the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part 11. Provide an adequate supply of filter elements for respirators in use.

B. Minimum respiratory protection shall be as follows:

<b>Airborne concentration of asbestos, or conditions of use.</b>	<b>Required Respirator</b>
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Not in excess of 10 f/cc	Any powered air purifying (100 x PEL) respirator equipped with high efficiency filters or any supplied-air respirator operated in continuous flow mode.
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Not in excess of 100 f/cc	Full face piece supplied air respirator operated In pressure demand mode.
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Greater than 100 f/cc	Full face piece supplied air respirator pressure demand mode, equipped with an auxiliary positive pressure self-contained breathing apparatus.
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1. Respirators assigned for higher airborne fiber concentrations may be used at lower concentrations, or when required respirator use is independent of concentration.
2. A high-efficiency filter means a filter that is at least 99.97 percent efficient against mono-dispersed particles of 0.3 microns in diameter or larger.

C. Provide and require all workers to wear protective clothing in Work Areas where asbestos fiber concentrations exceed permissible limits established by OSHA. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings. Ensure all contaminated protective clothing remains in the Equipment Room for reuse or disposal of as contaminated waste.

D. Ensure that all workers and authorized persons enter and leave the Asbestos Control Area through the Worker Decontamination Enclosure System.

**0.8 EQUIPMENT REMOVAL PROCEDURE**

A. Clean surfaces of contaminated containers and equipment thoroughly by vacuuming with HEPA filtered equipment and wet wiping before moving such items into the Equipment Decontamination Enclosure System for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave the Asbestos Control Area through the Equipment Decontamination Enclosure System.

**0.9 SEQUENCE OF WORK**

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- A. Proceed in accordance with the sequence of work as mutually agreed upon with the Construction Manager, Owner and Environmental Consultant. Work shall be divided into convenient Work Areas, each of which is to be completed as a separate unit. The following sequence of work shall be used for the asbestos abatement work:
1. Release of floor area (Phase) to the Asbestos Contractor.
  2. All temporary utilities required for the project shall be on site and operational prior to the initiation of asbestos work.
  3. Abatement of all asbestos-containing materials by the Asbestos Contractor.
- Visual inspection and air sampling by the Project Monitor for re-occupancy (interior abatement).

**PART 2 - PRODUCTS**

**0.3 MATERIALS**

- A. Fire retardant polyethylene sheet in roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating four (4) or six (6) mil. Polyethylene disposable bags shall be six (6) mil with pre-printed label. Disposable bags shall be opaque.
- B. Tape shall be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finish or unfinished surfaces. Tape must be capable of adhering under both dry and wet conditions.
- C. Surfactant (wetting agent) shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration one (1) ounce surfactant to five (5) gallons of water or as directed by the manufacturer.
- D. Containers must be impermeable and shall be both air and watertight. Containers shall be labeled in accordance with OSHA Standard 29 CFR 1926.1101 and EPA 40 CFR Part 61.152 as appropriate.
- E. Labels and signs shall conform to OSHA Standard 29 CFR 1926.1101.
- F. Encapsulant shall be bridging or penetrating type which has been approved by the Design Consultant. Usage shall be in accordance with manufacturer's printed technical data. Encapsulant must be compatible with new materials being installed. Encapsulant shall be clear.
- G. Glove-bag assembly shall be manufactured of six (6) mil transparent polyethylene or PVC with two (2) inward projecting long sleeve gloves, an internal pouch for tools, and an attached labeled receptacle for waste.
- H. Mastic removal chemicals shall be low odor, non-citrus based. Flash point shall be in excess of 140 deg. F.

**0.4 TOOLS AND EQUIPMENT**

- A. Tools and equipment shall be suitable for asbestos removal.
- B. Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.
- C. Electrical equipment, protective devices and power cables shall conform to all applicable codes.

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- D. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate. Showers shall be equipped with hot and cold or warm running water. One shower stall shall be provided for each eight workers.
- E. Exhaust air filtration units shall be equipped with HEPA filters capable of providing sufficient air exhaust to create a minimum pressure differential of 0.02 inches of water column, and to allow a sufficient flow of air through the area. An automatic warning system shall be incorporated into the equipment to indicate pressure drop or unit failure. No air movement system or air filtering equipment shall discharge unfiltered air outside the Asbestos Control Area.
- F. Pressure differential automatic recording instrument shall be provided to ensure exhaust air filtration devices provide the minimum pressure differential required between the Work Area and occupied areas of the facility.
- G. Spray equipment shall be capable of mixing wetting agent with water and capable of generating sufficient pressure and volume. Hose length shall be sufficient to reach all of the Asbestos Control Area.
- H. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of 0.3 microns in diameter or larger.
- I. Mechanical mastic removal equipment shall be suitable for the application.
- J. Ladders and/or scaffolds shall be of adequate length, strength and sufficient quantity to support the work schedule.
- K. Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the Work Area shall be provided as appropriate for the work.
- L. EXECUTION

**0.5 GENERAL REQUIREMENTS FOR ASBESTOS ABATEMENT**

- A. A Competent Person shall be on the job at all times to ensure the establishment and maintenance of the NPE and proper work practices are followed through completion of the project.
- B. Containerize asbestos-containing waste material removed daily. Do not allow ACM to remain in the work area overnight, allowing it to dry out. Fill disposal containers (six (6) mil polyethylene bags or fiber drums) as removal proceeds, seal filled containers, and apply caution labels and clean containers before removal to wash area. Bags shall be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Bags may be placed in drums for staging and transportation to the disposal site.
- C. If at any time during asbestos removal, should the Project Monitor suspect contamination of areas outside the Work Area, the Contractor shall stop all abatement work and take steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and visual inspections determine decontamination.
- D. Prior to commencement of interior or exterior work, the Contractor shall establish a regulated area to prevent unauthorized entry into the asbestos Work Area.

**0.6 PREPARATION OF INTERIOR WORK AREA ENCLOSURE SYSTEM**

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- A. Post warning signs meeting the specifications of OSHA 29 CFR 1910.1001 and 29 CFR 1926.1101 at each Regulated Area. In addition, signs shall be posted at all approaches to Regulated Areas so that an employee may read the sign and take the necessary protective steps before entering the area. Additional signs may require posting following construction of work place enclosure barriers.
- B. Utilize engineering controls and personnel protective equipment while installing enclosures and supports when asbestos-containing materials may be disturbed.
- C. When feasible, shut down and lock out electrical power, including all receptacles and light fixtures. Protect receptacles and light fixtures remaining in the Work Area with six - (6) mil polyethylene and seal with tape. Coordinate all power and fire alarm isolation with the Consultant and Owner.
- D. Provide temporary power and lighting and ensure safe installation, including ground fault protection, of temporary power sources and equipment in compliance with applicable electrical code and OSHA requirements. The Asbestos Contractor is responsible for proper connection and installation of electrical wiring for equipment required to complete asbestos removal.
- E. Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to other areas of the building. Seal all vents.
- F. Pre-clean movable objects within the proposed Work Areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate and remove such objects from Work Areas to a temporary location.
- G. Pre-clean fixed objects within the proposed Work Areas, using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclose with two layers of six (6) mil polyethylene sheeting sealed with tape. Objects which must remain in the Work Area and which require special ventilation or enclosure include electrical equipment, pumps, compressors, control panels, meter equipment.
- H. Clean the proposed Work Areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
- I. Seal off all windows, doorways, skylights, ducts, grilles, diffusers, and any other openings between the Work Area and the uncontaminated areas outside of the Work Area with critical barriers. Doorways and corridors, which will not be used for passage during work, must be sealed with fixed critical barriers.
- J. Conspicuously label and maintain emergency and fire exits from the Asbestos Control Area satisfactory to fire officials.

**0.7 WORKER DECONTAMINATION ENCLOSURE SYSTEM**

- A. Establish contiguous to the Work Area, a Worker Decontamination Enclosure System consisting of Equipment Room, Shower Room and Clean Room in series. Access to the Work Area shall only be through this enclosure.
- B. Access between rooms in the Worker Decontamination Enclosure System shall be through double flap-curtained openings (air locks). Other effective designs are permissible. The Clean Room, Shower Room and Equipment Room located within the Worker Decontamination Enclosure, shall be completely sealed ensuring sole source of airflow into the Asbestos Control Area originates from the outside-uncontaminated areas.

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- C. The Clean Room shall be adequately sized to accommodate workers and shall be equipped with a suitable number of hooks, lockers, shelves, etc., for workers to store personal articles and clothing. Changing areas of the Clean Room shall be suitably screened from areas occupied by the public.
- D. The Shower Room shall be of sufficient capacity to accommodate the number of workers. Supply warm water to showers. Provide one shower for each eight workers. No worker or other person shall leave an Asbestos Control Area without showering. The Shower Room shall have a continuous supply of cold and hot water, and be suitably arranged for complete showering during decontamination. All showers shall have a two-stage filtering system for waste water connected immediately off of the drain pipe or sump pump outlet. The first stage shall efficiently filter fibers down to twenty (20) microns in length, and the second efficiently down to five (5) microns in length.

**0.8 EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM**

- A. Establish contiguous to the Work Area, an Equipment Decontamination Enclosure System consisting of two (2) totally enclosed chambers divided by a double flap curtained opening. Other effective designs are permissible. This enclosure must be constructed to ensure that no personnel enter or exit through this unit.

**0.9 SEPARATION OF WORK AREAS FROM OCCUPIED AREAS**

- A. Occupied areas and/or building space not within the Asbestos Control Area shall be separated from asbestos abatement Work Areas by means of airtight barriers. Barriers at openings with dimensions exceeding two (2) feet in both directions shall be blocked with fixed critical barriers.
- B. Do not impair required building exits from any occupied building area. Where normal exits have been blocked by the asbestos work, provide temporary exit signs directing building occupants to the nearest available exit location.
- C. Before beginning work within the enclosure and at the beginning of each shift, the NPE shall be inspected for leaks, and any leaks sealed.

**0.10 Create a pressure differential in the range of 0.02 to 0.04 inches of water column between the Work Area and occupied areas by the use of acceptable pressure differential equipment. Provide a sufficient quantity of units to exhaust the volume of air within the Asbestos Control Area a minimum of six times per hour. Continuously monitor the pressure differential between the Work Area and occupied areas utilizing recording type equipment to ensure exhaust air filtration equipment maintains a minimum pressure differential of 0.02 inches of water column. REMOVAL OF EXTERIOR ROOFING MATERIALS**

Cover ground surfaces with polyethylene sheeting taped to the building foundation. Polyethylene shall extend a minimum of 10-feet from building exterior.

**0.11 REMOVAL OF NONFRIABLE ASBESTOS MATERIAL**

**0.12** Non-friable miscellaneous materials shall be removed by approved methods, which minimize the release of asbestos fibers. Materials shall be wetted with amended water prior to removal. Double bag or wrap ACM in 6-mil polyethylene sheeting and remove for disposal.

**0.13 REMOVAL OF FRIABLE ASBESTOS MATERIAL**

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- A. If miscellaneous materials exist within the Work Area, decontaminate and protect non-ACM materials with two (2) layers of six (6)-mil polyethylene sheeting, or remove as asbestos contaminated.
- B. Spray friable materials with amended water, using airless spray equipment capable of providing a “mist” application to reduce the release of fibers during the removal operation. In order to maintain indoor asbestos concentrations at a minimum, remove the wet asbestos in manageable sections. Materials shall not be allowed to dry out.
- C. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work, the surfaces being cleaned shall be kept wet.

**0.14 ALTERNATIVE WORK PRACTICE (AWP) PROCEDURES**

- A. The procedures described in this specification are to be utilized at all times. Alternative work practice (AWP) methods may be used if pre-approved by DPH.
- B. AWP procedures shall provide equivalent or greater protection than the procedures that they replace. Should the Contractor desire to use alternative work practice procedures, a DPH licensed asbestos project designer must submit in writing a description of the proposed methods to the Environmental Consultant for review. If the procedure is acceptable to the Environmental Consultant, an AWP application may then be forwarded to DPH for approval. Failure to secure AWP acceptance or approval shall not be a basis of a claim for additional compensation.
- C. The Contractor shall be responsible for all fees associated with filing Alternative Work Practice (AWP) applications, which have not been pre-approved.

**0.15 CLEAN-UP PROCEDURE**

- A. Remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris which may have splattered or collected on the polyethylene wall covering. Carefully remove the cleaned outer layer of polyethylene from the walls, fold inward as material is being removed, and place in disposal containers. Any debris, which may have leaked behind the outer layer, shall be removed by HEPA vacuuming and/or wet cleaning.
- B. Remove contamination from the exteriors of the negative air machines, scaffolding, ladders, extension cords, hoses and other equipment inside the Work Area. Cleaning may be accomplished by brushing, HEPA vacuuming and/or wet cleaning.
- C. The Project Monitor shall conduct a thorough visual inspection utilizing a high-intensity flashlight, with the containment barriers in place, to detect visible accumulations of dust or bulk asbestos-containing materials remaining in the Work Area. Should dust, debris or residue be detected, the Contractor shall repeat the cleaning, at the Contractor's expense, until the area is in compliance. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate clean up of the work site. At the conclusion of the final visual inspection, the Asbestos Contractor and Project Monitor shall certify that they have visually inspected the Work Area and have found no dust, debris or residue.
- D. Once the area has been recleaned, any equipment, tools or materials not required for completion of the work, shall be removed from the Work Area. Negative air filtration devices shall remain in place and operating for the remainder of the clean-up operation.

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- E. Apply a lock-down encapsulant to all surfaces within the Work Area from which asbestos has been removed and the cleaned inner layer of polyethylene.
- F. Air sampling for reoccupancy clearance shall be undertaken using aggressive sampling techniques. Analysis of clearance samples shall follow State of Connecticut Regulations, Section 19a-332a-12. Areas, which do not comply, shall continue to be cleaned by and at the Asbestos Contractors expense, until the specified Standard of Cleaning is achieved as evidenced by results of air testing. When the Work Area passes the reoccupancy clearance, controls established by this specification may be removed.
- G. Remove all remaining polyethylene, including critical barriers, and Decontamination Enclosure Systems leaving negative air filtration devices in operation. HEPA vacuum and/or wet wipe any visible residue, which is uncovered during this process.

**0.16 POST-ABATEMENT REOCCUPANCY CLEARANCE AIR SAMPLING**

- A. Re-occupancy clearance air sampling will be conducted by the Project Monitor in accordance with the reoccupancy clearance criteria as set forth in the Regulations of Connecticut State Agencies, Section 19a-332a-12.
  - 1. Visual Inspection - The Project Monitor shall visually inspect the work area and surrounding areas using visual and physical methods, prior to approving the project for post abatement re-occupancy air testing procedures. A certificate of visual inspection will be signed by the Project Monitor and the Site Supervisor after the visual inspection has been completed and visible residue remains within the work area. This certificate will be part of the Owner's documentation.
  - 2. Post abatement Re-occupancy Air Sampling - For each abatement area, post abatement re-occupancy air samples will be taken when a visual inspection by the Project Monitor detects no visible residue, and surfaces are encapsulated and dry.
  - 3. Based upon the quantity of material to be abated, either Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM) clearance testing will be performed to confirm the completion of removal. TEM analysis shall be utilized for clearance air samples where quantities of abated materials are greater than five hundred linear or eighteen hundred square feet. All clearance testing shall be performed in accordance with state of Connecticut Regulations and work areas shall be considered complete if the following criteria is met:
    - a. Containment's cleared and samples analyzed by Phase Contrast Microscopy (PCM): Maximum airborne fiber concentration of <0.01 fibers per cubic centimeter.
    - b. Containment's cleared and samples analyzed by Transmission Electron Microscopy (TEM): The average concentration of asbestos on the five inside containment samples in not statistically different (as determined by the Z-test calculation found in Appendix A of 40 CFR 763 Subpart E) from the average asbestos concentrations of the five outside containment samples, and average asbestos concentrations of the three field blanks are below the filter background level of 70 structures per square millimeter (70/smm).
- B. Post-abatement clearance air monitoring requirements are as follows:
  - 1. Air sampling will not begin until at least 12 hours after wet cleaning has been completed and no visible water or condensation remain.



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2. Sampling equipment will be placed at random around the Work Area. If the Work Area contains the number of rooms equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the number of samples, a representative number of rooms will be selected.
3. The representative samplers placed outside the Work Area but within the building will be located to avoid any air that might escape through the isolation barriers and will be approximately 50 feet from the entrance to the Work Area, and 25 feet from the isolation barriers.
4. The following aggressive air sampling procedures will be used within the Work Area during all air clearance monitoring:

Before starting the sampling pumps, direct the exhaust from forced air equipment (such as a 1 horsepower leaf blower) against all walls, ceilings, floors, ledges and other surfaces in the Work Area. This should take at least 5 minutes per 1000 SF of floor area.

Place a 20-inch fan in the center of the room. (Use one fan per 10,000 cubic feet of room space.) Place the fan on slow speed and point it toward the ceiling.

Start the sampling pumps and sample for the required time.

Turn off the pump and then the fan(s) when sampling is complete.

5. Air volumes taken for clearance sampling shall be sufficient to accurately determine (to a 95 percent probability) fiber concentrations to 0.010 f/cc of air.
6. Each homogeneous Work Area, which does not meet the clearance criteria, shall be thoroughly recleaned using HEPA vacuuming and/or wet cleaning, with the negative pressure ventilation system in operation. New samples shall be collected in the Work Area as described above. The process shall be repeated until the Work Area passes the test, with the cost of repeat sampling being borne entirely by the Contractor.
7. For an asbestos abatement project with more than one homogeneous Work Area, the release criterion shall be applied independently to each Work Area.

C. Should results indicate a fiber concentration greater than post abatement re-occupancy air sampling criteria outlined above, or if the visual inspection fails, the Asbestos Abatement Contractor shall re-clean the entire work area at no additional cost to the Owner, utilizing the methods specified in this section. The Asbestos Abatement Contractor shall pay for all additional testing and inspections until the post abatement re-occupancy air level is achieved. The cost of additional testing and inspection shall be paid by the Asbestos Abatement Contractor by subtracting the cost for analysis and inspector's time from the Contract total.

D. Continuous air sampling during construction will be conducted by the Project Monitor. Re-occupancy clearance testing will be in accordance with State of Connecticut DPH requirements.

**0.17 CONTRACTOR RESPONSIBILITY**

A. Conduct air sampling, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. Perform monitoring to determine accurately the airborne concentrations of asbestos to which employees may be exposed. Determinations of employee exposure shall be made from breathing zone air samples that are representative of the 8-hour TWA and 30-minute short-

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term exposures of each employee. Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours of receipt of results, and shall be available for review until the job is complete.

**0.18**     DISPOSAL OF ASBESTOS

- A. Disposal of asbestos-containing and/or asbestos contaminated material shall occur at an authorized site and must be in compliance with the requirements of, and authorized by the Office of Solid Waste Management, Department of Environmental Protection, State of Connecticut, or other designated agency having jurisdiction over solid waste disposal.
- B. Disposal approval shall be obtained prior to commencement of asbestos removal.
- C. Asbestos warning labels having permanent adhesive and waterproof print, or being permanently printed on the container, shall be affixed to the outside of all asbestos containers, and each inside bag or container. Labels will be conspicuous and legible and shall contain all required labeling and marking.
- D. Asbestos waste shall be removed and deposited as soon as practical at a regulated waste disposal site. The Asbestos Abatement Contractor shall prepare the Waste Shipment Records. Completed waste shipment record(s) signed by the Asbestos Abatement Contractor, all transporter(s), transferor(s), disposal and/or conversion facility(ies), shall be provided to the Owner within 30 days of the time at which the asbestos-containing wastes are received at the disposal and/or conversion facility(ies), which shall be no longer than 40 days after the waste was accepted by the initial transporter. The Waste Shipment Record shall specify the designating number of bags or cubic yard(s) of asbestos waste.
- E. Warning signs must be attached to vehicles used to transport asbestos-containing waste. Warning signs shall be posted during loading and unloading of disposal containers. The signs must be posted so that they are plainly visible.
- F. Waste removal dumpsters and cargo areas of transport vehicles shall be lined with a layer of six (6) mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first, and shall be extended up sidewalls 12-inches. Wall sheeting shall overlap floor sheeting 24-inches and tape into place.

**0.19**     ACTION CRITERIA

- A. If air samples collected outside of the Work Area during abatement activities indicate airborne fiber concentrations greater than original background levels or greater than 0.020 f/cc, as determined by Phase Contrast Microscopy, whichever is larger, an examination of the Work Area perimeter shall be conducted and the integrity of barriers shall be restored. Cleanup of surfaces outside the Work Area using HEPA vacuum equipment or wet cleaning techniques shall be done prior to resuming abatement activities.

**END OF SECTION**

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**SECTION 02070**

DEMOLITION

**PART 1      GENERAL**

**1.01    Related Documents**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 - Specifications, apply to the work specified in this Section.

**1.02    Section Includes**

- A. Demolition of pavement, sidewalks, curbing, walls, signs and other existing features found in conflict with the proposed sidewalk and pedestrian signal improvements.
- B. Removal of materials from site and disposal.
- C. Removal of trees within work area.

**1.03    Submittals**

- A. Submit demolition and removal procedures and schedule under provisions of Section 01300.

**1.04    Project Conditions**

- A. Provide, erect, and maintain temporary barriers and security devices.
- B. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- C. Conduct selective demolition operations and debris removal to ensure minimum interference with adjacent occupied or used facilities.
  - 1. Do not close, block, or otherwise obstruct occupied or used facilities. Maintain protected egress and access at all times.
  - 2. Conduct operations with minimum interference to public or private thoroughfares. Maintain protected egress and access at all times.
  - 3. Provide alternate routes around closed or obstructed traffic ways as necessary.

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- D. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. Maintain portable fire suppression devices during flame-cutting operations.
- E. Utility Services: Maintain existing utilities and protect them against damage during demolition operations.
  - a. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by Owner. Provide temporary services during interruptions to existing utilities, as acceptable to Owner. Contractor shall notify residents a minimum of 48 hours in advance of any interruption in service. Interruptions in service must be authorized by the Owner.

**PART 2      PRODUCTS**

Not used.

**PART 3      EXECUTION**

**3.01      Preparation**

- A. Prevent movement or settlement of adjacent structures. Provide bracing and shoring as necessary.
- B. Protect existing items that are not indicated to be altered.

**3.02      Tree Removal**

- A. Do not remove trees unless authorized by the Owner.
- B. Avoid disturbance of root system to existing trees. Owner may order reduction in length of lateral replacement in order to avoid disturbance of root systems.
- C. Remove stumps of all trees and shrubs in areas called for removal as well as specific stumps noted on the plan.

**3.03      Demolition**

- A. General: Perform demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
- B. Keep work sprinkled to minimize dust. Provide hoses and watermain or hydrant connections for this purpose.

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- C. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner in written, accurate detail. Pending receipt of directive from Owner, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.
- D. Backfill areas excavated, open pits and holes caused as a result of demolition. Conform to requirements of Section 02225.
- E. Rough grade and compact areas affected by demolition to maintain site grades and contours.

**3.04 Disposal of Materials**

- A. Remove demolished materials from site as work progresses. Leave site in clean condition.
- B. Remove from site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off site.
- C. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
- D. Burning of removed materials is not permitted on project site.

**3.05 Cleanup and Repair**

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean.
- B. Repair demolition performed in excess of that required at no additional cost to Owner. Return elements of construction and surfaces to remain to condition existing prior to start of operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION

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SECTION 02100  
SITE PREPARATION

1.00 GENERAL

1.01 SCOPE OF WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
- B. Provide all labor, materials, necessary equipment and services to complete Work indicated on Drawings, as specified herein or both. Work includes but is not limited to:
  - 1. Protect trees, structures and other facilities.
  - 2. Install barricades and temporary passageways.
  - 3. Install temporary soil erosion control measures.
- C. Related Work Specified Elsewhere:
  - 1. Section 02070: Demolition
  - 2. Section 02200: Earthwork
  - 3. Section 02270: Temporary Soil Erosion Control

1.02 ORDER OF CONSTRUCTION

- A. All work included in this section must be coordinated with and adapted to the progress and order of construction of other sections.
- B. The work shall be scheduled to install all utilities, related structures, and other subsurface site work before beginning the subgrades for paved and seeded areas.

1.03 EXAMINATION OF CONDITIONS

- A. The Contractor shall fully inform himself of existing conditions at the site before submitting his bid, and shall be responsible for carrying out all work required to fully and properly execute the work of the Contract, regardless of the conditions encountered in the actual work. No claim for extra compensation or extension of time will be allowed on account of actual condition inconsistent with those assumed, except those conditions described in the General Conditions.

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**1.04 PROTECTION**

- A. The Contractor shall be responsible for the preservation of all public and private property, monuments, underground structures and utilities, etc., on or adjacent to the project site and shall use every precaution necessary to prevent damage or injury thereto.
- B. The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted.
- C. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution on the part of the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring, as directed.
- D. Supply and install any and all bracing and barricades necessary to prevent damage to existing trees, structures, utilities, and facilities and to protect the public and construction personnel from injury. The Contractor shall be held responsible for, and must make good at his own expense, any damage caused by improper protective procedures.
- E. Convenient access to all parts of the project and maintenance of same shall be provided.

**2.00 PRODUCTS**

**2.01 MATERIALS**

- A. Barricades and signs shall be constructed satisfactory to the Owner.
- B. Protective Fencing
  - 1. 4' high Tensar Safety Barricade or similar as approved by the Owner.
  - 2. Wood or metal stakes of sufficient length to be firmly set in ground and support protective fencing.
- C. Temporary Erosion Control Measures shall meet the requirements of Section 02270.

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3.00 EXECUTION

3.01 GENERAL

- A. Barricades and signs to ensure safety of local traffic, cyclists, pedestrians, workmen, or any person in the vicinity of the construction area shall be installed prior to the initiation of work and maintained throughout.

3.02 PROTECTION OF EXISTING TREES

- A. Protect trees in areas near construction by installing protective fence in accordance to manufacturer's recommendations before grading operations. No material shall be stockpiled and no equipment parked or repaired within 15 feet of any tree to be saved.
- B. Trees damaged shall be repaired by a tree surgeon in a manner approved by the Owner. Any tree removed erroneously or damaged beyond satisfactory repair, shall be replaced with the same species and caliper at the Contractor's expense, which shall be balled, burlapped and platformed. Replacement trees may not be greater than 5-inch caliper.
- C. Protective fencing should be removed only after all grading, including spreading of topsoil is completed.

3.02 TEMPORARY SOIL EROSION CONTROL MEASURES

- A. Prior to the initiation of work, the Contractor shall install temporary soil and erosion control measures in accordance with Section 02270.

END OF SECTION



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SECTION 02200  
EARTHWORK

1.00 GENERAL

1.01 SCOPE OF WORK

- A. Applicable provisions of Division 0 Contract and Bidding Requirements, and Division 1 General Requirements apply to Work of this Section.
- B. Provide all labor, materials, necessary equipment and services to complete Work indicated on Drawings, as specified herein or both. Work includes but is not limited to:
  - 1. Excavation.
  - 2. Filling, Backfilling & Compaction
  - 3. Trenching
  - 4. Grading, Dewatering & Drainage Control.
- C. Related Work Specified Elsewhere:
  - 1. Section 02070: Demolition
  - 2. Section 02270: Temporary Soil Erosion Control

1.02 RELATED DOCUMENTS

- A. "State Specifications" or "DOT" referred to herein means the "State of Connecticut Department of Transportation Standard Specifications Form 814A for Roads, Bridges and Incidental Construction" dated 1995. The word "Engineer" appearing in the State Specifications shall be understood to mean the Owner's representative. Articles dealing with the basis of payment shall be considered inapplicable to this contract.

1.03 DESCRIPTION OF WORK

- A. The Contractor shall provide all labor, materials, equipment, and services necessary for, and incidental to, the preparation of the site, protection, excavation, embankment, drainage, dewatering for site grading, as shown on the Drawings, and as herein specified.
- B. The Contractor shall accept the site in the condition in which it exists at the time of the award of the Contract.

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- C. Notify the Engineer of any unexpected subsurface condition.

1.04 QUALITY ASSURANCE

- A. The Contractor shall comply with the requirements for soil erosion and sedimentation control, and other requirements of governmental authorities having jurisdiction, including the State of Connecticut.
- B. The Engineer shall determine the suitability of materials that are to be used in the work and should any materials encountered be unsatisfactory for the purpose intended, they shall be removed from the site and replaced with suitable material to the satisfaction of the Engineer.
- C. If required by the Engineer, the Contractor shall provide and pay for all costs in connection with an approved independent testing facility to determine conformance of soils and aggregate with the required specification.

1.05 SUBMITTALS

- A. Samples:
  - 1. The Contractor shall furnish earth materials to the testing laboratory for analysis and report, as directed by the Engineer, or as outlined in the specifications.
- B. Test Results:
  - 1. The testing laboratory shall submit written reports of all tests, investigations, and recommendations to the Contractor and the Engineer.

1.06 PROTECTION

- A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into the excavation. Comply with OSHA requirements.
- B. Underpin or otherwise support adjacent structures that may be damaged by excavation work.
- C. Protection of Existing Utilities

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1. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate support and protection during earthwork operations, comply with OSHA requirements.
2. Coordinate interruption and/or termination of utilities with the utility companies and the Owner.
3. Demolish and completely remove from the site any existing underground utilities designated to be removed in accordance with Section 02070.
4. Repair any damaged utilities as acceptable to the Engineer, at no additional cost to the Owner.

**D. Protection of Persons and Property:**

1. Barricade open excavations occurring as part of this work.
2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
3. Perform excavation within drip-line of large trees to remain by hand, and protect the root system from damage or dryout to the greatest extent possible. Maintain moist conditions for root system and cover exposed roots with burlap. Paint root cuts of 1" diameter and larger with emulsified asphalt tree paint.

**2.00 PRODUCTS**

**2.01 MATERIALS**

- A. Topsoil: Excavated material comprising the portion of the soil profile defined technically as the "A" horizon by Soil Science of America.
- B. Subsoil: Excavated material, grade free of lumps larger than 6 inches, rocks larger than 3 inches, and debris. For use as fill and/or backfill in unpaved areas below topsoil.
- C. Free Draining Material: CT DOT M.02.07 for backfill of trenches and foundations.

**3.00 EXECUTION**

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**3.01 PRECONSTRUCTION MATERIAL QUALIFICATION TESTING**

- A. A 100-pound minimum representative sample shall be obtained from each potential borrow source. If different material gradations are known to exist in the pit, samples shall be obtained for each material. Each sample shall be mixed thoroughly and reduced to test specimen size, in accordance with AASHTO T87. The test shall be performed in the order shown. Failure to pass any test is grounds for disqualification and shall lead to cessation of the test program for that material.
1. Particle Size Analysis:
    - a. Method: AASHTO D422.
    - b. Number of Tests: One (1) per potential source.
    - c. Acceptance Criteria: Gradation within specified limits.
  2. Maximum Density Determination:
    - a. Method: ASTM D698, Standard Proctor.
    - b. Number of Tests: One (1) per potential source.
  3. Re-establish gradation and maximum density of fill material if source is changed during construction.

**3.02 INSPECTION**

- A. Verify that stockpiled fill is suitable for reuse.
- B. Verify areas to be backfilled are free of debris, snow, ice or water, and surfaces are not frozen.

**3.03 PREPARATION**

- A. Establish required lines, levels, contours and datum.
- B. Maintain benchmarks and other elevation control points. Re-establish, if disturbed or destroyed, at no additional cost to the Owner.
- C. Establish location and extent of utilities before commencement of grading operations.

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**3.04 EXCAVATION**

- A. Excavation shall consist, in general, of the excavation of whatever substance is encountered to the lines, grades and sections shown on the Drawings, including excavation as necessary for grading and other similar features.
- B. All suitable materials removed in excavation shall be used in the construction of embankments, subgrade, shoulders, slopes and at such other places as directed. The Engineer shall be the sole judge of what constitutes suitable material.
- C. Stockpile satisfactory materials for reuse, allow for proper drainage, and do not stockpile materials within the drip line of trees to remain. Stockpiles not to exceed 8 feet in height.
- D. During construction, the grading operations shall be executed in such a manner that the excavation will be well drained at all times. All grading shall be finished on neat, regular lines conforming to the sections and contours shown on the Plans.
- E. Removal of materials beyond the indicated subgrade elevations, without authorization by the Engineer, shall be classified as unauthorized excavation and shall be performed at no additional cost to the Owner.
- F. Do not perform any additional work without written authorization from the Owner if existing subgrade material is unsuitable for intended use.
- G. Maintain stability of excavations; providing shoring and bracing as required by authorities having jurisdiction.
- H. All excavation work shall be inspected and approved by the Engineer before proceeding with construction.
- I. Any excess excavation shall be removed from the site to disposal areas at the Contractor's expense.

**3.05 TRENCHING**

- A. All excavation shall be made to such depth as required and of the width shown on the Contract Drawings to provide suitable room for building the structures and laying the pipe(s) they are to contain and for sheeting, shoring, pumping and draining as necessary, and for removing peat, silt, or any other materials which the Engineer may deem unsuitable.

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- B. Trench excavation for pipe removal and capping shall be made by open cut to accommodate the pipe or structure at the depths indicated on the Contract Drawings.
- C. Stockpile excavated subsoil for reuse where directed or approved. Remove excess or unsuitable excavated material from site.
- D. Stability of Excavation: Slope sides of excavations shall comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavation in safe condition until completion of backfilling.
- E. Removal of materials beyond the indicated subgrade elevations, without authorization by the Engineer, shall be classified as unauthorized excavation and shall be performed at no additional cost to the Owner.

**3.06 FILLING**

- A. All site fill shall be as shown on the Drawings, or directed by the Engineer.
- B. Before depositing fills, the surface of the ground shall be cleared of all refuse, brush and large stones.
- C. Prior to placing fill over undisturbed material, scarify to a minimum depth of six (6) inches.
- D. Where fills are made on hillsides or slopes, the slope of the original ground upon which the fill is to be placed shall be plowed or scarified deeply or where the slope ratio of the original ground is steeper than 2 horizontal to 1 vertical, the bank shall be stepped or benched.
- E. The original ground shall be proof rolled until the underlying soil is thoroughly compacted to the satisfaction of the Engineer before any filling is begun. A steel-wheel tandem roller weighing 8 to 10 tons or equipment capable of obtaining the same compactive effort shall be used to obtain a thoroughly compacted subgrade. Remove or recompact any soft or loose soils as determined by the Engineer prior to filling.
- F. A thoroughly and satisfactorily compacted subgrade is defined as having a minimum dry density of 90 percent of the maximum density of the material used. The subgrade material shall be compacted at a moisture content suitable for obtaining the required density.
- G. Place backfill and fill materials in layers not more than 12" in loose depth. Lift height shall be governed by the ability of the compaction equipment to obtain the required compaction

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with 12" as a maximum lift height. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost, ice, ponded water or extraneous debris.

- H. When work is suspended during periods of freezing weather, measures shall be taken to prevent fill already in place from freezing. Upon resumption of work after any inclement weather, prepare the exposed surface by proof rolling to identify any zones of soft/loose soils. Soft/loose materials or frozen existing soils shall be removed and replaced with compacted granular fill.
- I. Where fill or backfill must be moisture conditioned before compaction, uniformly apply water to the surface and to each layer of fill or backfill. Prevent ponding or other free water on surface subsequent to, or during, compaction operations.
- J. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density. Soil that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a value that will permit compaction to the percentage of maximum density specified.
- K. Compaction equipment used for the Work is subject to approval by the Engineer. Any equipment not originally manufactured for compaction purposes and equipment which is not in proper working order will not be approved.

**3.08 GRADING**

- A. Grade over areas, as required, to finished subgrade levels so as to meet slope requirements shown on plans and provide positive drainage. Upon completion of this work, all debris shall be cleaned out and removed from the premises.
- B. Sufficient grading must be done during the progress of the work so that the entire site shall be well-drained and free from water pockets.
- C. Finish grading, including dressing swales, cleaning up excess footing excavation, dressing terraces, disposing of excess material and all other work necessary to prepare the site for topsoil and seeding shall be done after construction of structures and sidewalk surface areas are substantially complete.

**3.09 DRAINAGE AND DEWATERING**

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- A. Prevent surface, subsurface or groundwater from flowing into excavation and from flooding project area, as well as surrounding areas.
- B. Do not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to the stability of subgrades.
- C. Provide and maintain the pumps, well points, sumps, suction and discharge lines, and other dewatering components necessary to convey water away from excavations.
- D. Provide and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations by dewatering, to collection or run-off areas.
- E. The Contractor shall remove all water from the excavation promptly and continuously throughout the progress of the work and shall keep the excavation dry at all times until the structures to be built therein are completed and are backfilled or have sufficient weight to resist uplift pressures. No pipe or masonry is to be laid in water and water shall not be allowed to rise on or flow over any pipe or masonry until such time as approved by the Engineer.
- F. Precautions shall be taken to protect uncompleted work from flooding during storms or from other causes. All pipelines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected.

**3.10 SUSPENSION OF WORK**

- A. Whenever the work is suspended, excavations shall be protected and sidewalks and roadways, if any, left unobstructed. Within or adjacent to private property, material shall be stored at such locations as will not unduly interfere with traffic of any nature and in no case shall materials be stored in locations which will cause damage to existing improvements.

**3.11 DISPOSAL OF MATERIAL**

- A. Excess and unsuitable materials shall be disposed of off- site at the Contractors expense. Any loam, material of a high clay content, or material containing a high percentage of organic material which the Engineer declares to be unsuitable for backfill shall be replaced. Replacement of unsuitable material will be compensated for in accordance with the agreed unit price.



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**3.12 FIELD QUALITY CONTROL**

- A. Notify the Engineer at least one (1) working day in advance of all phases of filling and backfilling operations.
- B. Compaction testing shall be performed to ascertain the compacted density of the fill and backfill materials in accordance with the following methods:
  - 1. Method: AASHTO T238, Nuclear Method
  - 2. One (1) per every 500 cubic yards of trench backfill, every vertical lift or at least once daily.
  - 3. One (1) particle size analysis (ASTM D422) and one standard Proctor compaction test (ASTM D698) shall be completed for every 5,000 cubic yards of fill material placed.
- C. Acceptance Criteria: The sole criterion for acceptability of in-place fill shall be in situ dry density. Minimum dry density for all fill or backfill shall be 90 percent of the maximum dry density. If a test fails to qualify, the fill shall be further compacted and re-tested. Subsequent test failures shall be followed by removal and replacement of the material.

**3.13 CLEAN UP**

- A. Provide and maintain protections or newly filled areas against damage. Upon completion or when directed, correct all damaged and deficient work by building up low spots and remove temporary protections, fencing, shoring and bracing.
- B. Remove all surplus excavated material not required for filling and backfilling and legally dispose of the same away from premises.
- C. Leave the premises and work in clean, satisfactory condition, ready to receive subsequent operations.

END OF SECTION

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SECTION 02270  
TEMPORARY SOIL EROSION CONTROL

1.00 GENERAL

1.01 SCOPE OF WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
- B. Provide all labor, materials, necessary equipment and services required to complete Work indicated on Drawings, as specified herein or both. Work includes but is not limited to installation and maintenance of the following:
  - 1. Geotextile sediment barrier (silt fence).
  - 2. Construction Entrance where directed by Engineer.
  - 3. Treatment of Dewatering Wastewaters
  - 4. Any other erosion control measures deemed necessary by the Engineer during Construction.
- C. All erosion and sediment control measures shall be provided, installed and maintained in accordance with the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control.

1.02 SYSTEM DESCRIPTION

- A. Control sedimentation, erosion of soil and pollution of water through the use of the temporary devices specified herein and shown on the Drawings. Implement additional control measures as required to control erosion due to sequencing of work and miscellaneous construction activities. Maintain, adjust, relocate and supplement devices to ensure complete control of erosion and prevention of water pollution.
- B. Temporary pollution control measures, other than those stipulated in these specifications, may be ordered by the Owner to correct conditions that develop during construction.

1.03 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Comply with Federal, State and Local requirements for erosion and sedimentation control.

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2. Obtain and comply with all necessary construction permits.
- B. In the event of conflict between these requirements and pollution control laws, rules or regulations of other federal, state or local agencies, the more restrictive laws, rules or regulations shall apply.

**1.04 PROJECT CONDITIONS**

- A. Coordinate the use of temporary erosion control measures with existing permanent erosion control features to ensure effective and continuous erosion control.

**1.05 MAINTENANCE**

- A. Inspect all sedimentation and erosion control devices on a daily basis. Maintain all devices at a minimum as outlined below.
- B. “Inlet Protection” - Inspect filter fabric and clean and repair promptly as needed. Replace fabric when it has served its usefulness so as not to block or impede storm flow or drainage.
- C. “Silt Fence” - Remove accumulated material when “bulges” develop in the silt fence. Replace torn sections of fence.
- D. “Dewatering” – Provide for treatment of dewatering wastewaters in accordance with the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control, Section 5 – Dewatering. Provide portable sediment tank for removal, treatment, and disposal of wastewaters if no other measures are possible due to physical constraints of the site.

**2.00 PRODUCTS**

**2.01 MATERIALS**

- A. Mulch - Hay, straw, netting, wood cellulose, wood chips, or other suitable mulch material acceptable to the Owner and shall be clean and free of noxious weeds and deleterious materials.
- B. Grasses - Quick-growing and suitable to the area which will not compete with the grasses sown later for permanent cover.
- C. Fertilizer - Standard commercial grade acceptable to the Owner.

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- D. Silt Fencing - “Envirofence” by Mirafi, “Propex Silt Stop” by Amoco, or equal.
- E. Hay Bales - Hay bales, 2 inch x 2 inch stakes, and permeable gravel filter.

**3.00 EXECUTION**

**3.01 GENERAL**

- A. Perform all work under this contract in such a manner that objectionable conditions will not be created in water courses through or adjacent to the project area.
- B. The plans show the minimum requirements for erosion control.
- C. Install additional erosion control devices as required to control erosion and sedimentation in the opinion of the Engineer, and/or regulatory agencies having jurisdiction at no additional cost to the Owner.
- E. Install perimeter devices and inlet protection devices prior to any soil or vegetation disturbance.
- F. Do not remove erosion control until the entire area has been permanently stabilized, at the discretion of the Owner or Engineer.

**3.02 INSTALLATION**

- A. The Owner shall have the authority to control the surface area of earth material exposed by construction operations and to direct the Contractor to immediately provide permanent or temporary pollution control measures to prevent contamination of adjacent streams, watercourses, or other areas of water impoundment or flow. The Owner may limit the surface area of earth material exposed, depending on the Contractor's progress in keeping the finish grading, mulching, seeding and pollution control measures current in accordance and with these specifications.
- B. Temporary or permanent water pollution control methods or permanent construction as provided for by the plans, such as fertilizing, seeding, and mulching of slopes, shall be done as the work progresses or as ordered by the Owner.

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- C. The Contractor shall operate all equipment and perform all construction operations so as to prevent water pollution.
- D. If pollution controls are damaged or cease to function due to the Contractor's failure to protect and maintain or due to negligent construction operations, the Contractor shall replace the control device to the satisfaction of the Owner.

END OF SECTION

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**SECTION 02920**

**LANDSCAPING**

**PART 1      GENERAL**

**1.01      Related Documents**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division I Specifications, apply to the work specified in this Section.

**1.02      Description of Work**

- A. The Contractor shall provide all labor, materials, equipment, and services necessary for, and incidental to, the restoration of surfaces disturbed by the Work to lawn.

**1.03      Submittals**

- A. Submit manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
- B. Submit vendor's certified analysis for each grass seed mixture required, stating botanical and common name, percentages by weight, percentages by purity, germination, weed seed, year of production, date of packaging, and location of packaging.
- C. Submit results of soil analysis to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- D. Maintenance Instructions: Submit instructions recommending procedures to be established for maintenance of landscaped work for one (1) full year. Include cutting method and maximum grass height: types, application frequency and recommended coverage of fertilizer; and other pertinent information. Submit prior to expiration of Contractor's maintenance period.

**1.04      Quality Assurance**

- A. The Contractor shall provide and pay for all costs in connection with an approved independent testing facility to determine conformance of materials with the specifications.
- B. Comply with regulatory agencies for fertilizer and herbicide composition.
- C. Package standard products with the manufacturer's certified analysis.

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**1.05 Delivery, Storage and Handling**

- A. Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

**PART 2      PRODUCTS**

**2.01 Materials**

- A. Imported Topsoil: fertile, friable, natural loam; free of subsoil, roots, grass, excessive amount of weeds, stone and foreign matter: acidity range (pH) of 5.5 to 7.5, containing a minimum of 4 percent and a maximum of 25 percent organic matter.
- B. Lime: Ground limestone, 95% passing through a 100-mesh screen.
- C. Fertilizer: Shall be complete; containing 50% slow release nitrogen and 50% quick release nitrogen.
- D. Seed: Provide fresh, clean, new-crop seed complying with the tolerance for purity and germination established by the Office of Seed Analysis of North America. Provide seed of the grass species, proportions and maximum percentages of weed seed as shown on the plans. Seed shall be provided in hydroseed form.
- E. Mulch:
  - 1. Provide and install a mulch adequate to protect the seeding during its growing period. It shall be the responsibility of the Contractor to determine the appropriate mulching techniques for the particular site conditions and acquire approval of the same from the Engineer.
  - 2. Wood fiber mulch shall be organic, dust free, biodegradable, wood cellulose, 100% recycled long fiber, pulp and shall be colored green.
  - 3. Straw or hay shall be free from weeds and course matter.
- F. Water: Shall be potable.

**PART 3      EXECUTION**

**3.01 Inspection**

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- A. Verify site conditions and note irregularities affecting work of this Section.
- B. Beginning work of this Section implies Contractor's acceptance of existing conditions.

**3.02 Subsoil Preparation**

- A. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones in excess of 1/2 inch in size.
- B. Subsoil shall conform to the specified lines and grades.
- C. Scarify subgrade to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.
- D. Coordinate with property owner regarding protection and/or replacement of irrigation systems within work area.

**3.03 Placing Topsoil**

- A. Place topsoil in areas where seeding and planting is scheduled. Place a 6" minimum depth to the finished grade elevations as shown on the drawings.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles and contours of subgrade.
- D. Remove stone, roots, grass, weeds, debris and foreign material while spreading.
- E. Lightly compact placed topsoil.
- F. Remove surplus subsoil and topsoil to location where directed on site.
- G. Leave stockpile areas and site clean and raked, ready to receive landscaping.

**3.04 Fertilizing and Liming**

- A. Apply fertilizer and lime in accordance with manufacturer's instructions, the plans and these specifications.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.



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- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

**3.05 Seeding**

- A. Planting Season: April 15 through June 15, and August 15 through September 15.
- B. Apply seed and mulch by hydroseeding methods as noted below.
- C. Hydroseeding applied in winter, late spring or late fall will require re-application during the following growing season to maximize germination rates.

**3.06 Mulching**

- A. Apply mulch in combination with hydroseeding practices.

**3.07 Hydroseeding**

- A. Mix specified seed, fertilizer and pulverized mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
- B. Apply slurry uniformly to all areas to be seeded. Rate of application as required to obtain specified seed sowing rate.

**3.08 Protection**

- A. Immediately after seeding and sodding, erect barricades and warnings to protect seeded areas from traffic until grass is established.
- B. Repair or replace damaged landscape work as directed by Engineer.

**3.09 Maintenance**

- A. Begin maintenance immediately after seed placement.
- B. Do not mow immediately following rain, when ground is too dry, or during windy periods.
- C. Mow grass at regular intervals to maintain at a maximum height of 2 1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.
- D. Neatly trim edges and hand clip where necessary.
- E. Water to prevent grasses and soil from drying out.

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- F. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- G. Immediately reseed areas which show bare spots and reapply mulch.
- H. Protect seeded areas with warning signs during maintenance period.
- I. Maintain mulch in accordance with the plans.
- J. Maintain seeded areas immediately after placement for a minimum of two cuttings.
- K. Final acceptance of "Seeding" will not be made until an acceptable uniform stand of grass is obtained in all new lawn areas that is equal to or greater in quality than the undisturbed lawn.

END OF SECTION