

BID SPECIFICATIONS
FOR

East Hartford High School Tennis Court Renovation

869 Forbes Street

BID NO. 16-13



Issued for Bid January 6, 2016

TOWN OF EAST HARTFORD
DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION
740 MAIN STREET
EAST HARTFORD, CT 06108

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BIDDING REQUIREMENTS

TOWN OF EAST HARTFORD, CONNECTICUT
INVITATION TO BID
BID NO. 16-13
East Hartford High School Tennis Court Renovation

Work under this contract includes renovations to the existing tennis courts located in the western portion of the East Hartford High School (EHHS) property in the Town of East Hartford. It also includes other appurtenant work such as replacement of all fence fabric & gates, new tennis court equipment, new tennis court surface/lines, installation of electrical ducts for new sports lights, bituminous concrete walks, installation of benches & trash cans and maintenance and protection of traffic.

Sealed Bids will be received at the office of the Purchasing Department, Town Hall, 740 Main Street, East Hartford, CT 06108 until 11 AM, TUESDAY, FEBRUARY 9, 2016 at which time and place said bids will be opened publicly and read.

IN ORDER TO BE CONSIDERED AN OFFICIAL PLAN HOLDER AND ELIGIBLE BIDDER FOR THE PROJECT, THE PURCHASING AGENT MUST RECEIVE AN EMAIL indicating interest in bidding, company information, and main contact information on, or before, THURSDAY, FEBRUARY 4, 2016.

The Town will conduct a NON-MANDATORY PRE-BID MEETING on WEDNESDAY, JANUARY 20, 2016 AT 10 AM AT THE TENNIS COURT COMPLEX, EAST HARTFORD HIGH SCHOOL, 869 FORBES STREET, EAST HARTFORD, CT 06108.

Requests for information (RFIs) will be accepted via email to the Purchasing Agent on or before FRIDAY, FEBRUARY 5, 2016.

Drawings and Specifications will be available for review at the office of the Purchasing Agent, East Hartford Town Hall, 740 Main Street, East Hartford, CT. (Between the hours of 8:30 am to 4:30 pm, Monday through Friday) and on the Town of East Hartford's Purchasing Website:

<http://www.easthartfordct.gov/purchasing/bids>

Bid security in the form of a 5% bid bond, payable to the Town of East Hartford, is required of all bidders and a 100% Performance Bond will be required of the awarded bidder.

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

The Town reserves the right to reject any or all bids, or any part of all bids, to waive any informality, and reserves all other rights as detailed in the Contract Documents when such action is in the best interest of the Town. The Town is an equal opportunity employer. Contractor must comply with all Federal, State and Local requirements under this contract.

All bidders are requested to note that the award of this Contract is subject to the following conditions and contingencies:

1. The approval of such governmental agencies as may be required by law.
2. The appropriation of adequate funds by the proper agencies.

Michelle Enman
Purchasing Agent
menman@easthartfordct.gov
(860) 291-7270



TOWN OF EAST HARTFORD, CONNECTICUT

STANDARD INSTRUCTIONS FOR BIDDERS

1. Sealed bid proposals will be received by the purchasing agent until the date and time indicated on the Invitation to Bid. Bids received later than the date and time specified will not be considered and will be returned unopened.
2. Bids are to be returned with the bid number prominently indicated on any other mailing envelope. The name and address of the bidder should appear in the upper left hand corner of the envelope.
Bids will not be accepted via fax or e-mail.
3. All proposals will be opened and read publicly and are subject to public inspection. Bidders may be present or represented at all openings. Bid results are mailed to all responding bidders.
4. Municipalities are exempt from any sale, excise or federal taxes. Bid prices must be exclusive of taxes and will be so construed.
5. The Town of East Hartford reserves the right to reject any or all bids or any part of all bids and to waive any informality when such action is in the best interest of the Town. The Town also reserves the right to extend by mutual consent an awarded bid when such action is in its best interest.
6. Bidders should familiarize themselves with all of the terms and conditions set forth in the bid specifications. Failure by the bidder to familiarize himself with these terms and conditions does not excuse the bidder from fulfillment of the bid specifications.
7. All entities doing business with the Town certify, upon acceptance of a bid and by virtue of their signature on that bid, that they have read, understood and will comply with the section of the Town's updated plan of affirmative action and equal opportunity relating to contractual and purchasing procedures – Section VIII Dated 01/88. The bidder agrees to cooperate fully should the Town choose to audit this compliance.
8. In case of an error in the extension or addition of prices, the unit price will govern. The Town will not be subject to any price increases after a bid award, unless it was part of the original bid terms.
9. The Town reserves the right to increase or decrease quantities listed in order to stay within the allocated funding at time of bid opening.
10. The Purchasing Department has the obligation to accept the lowest responsible bid which is in the Town's best interest. Factors include, but are not limited to: price, compliance to specifications, quality offered, freight costs, delivery time, past performance, standardization of current equipment, financial resources, technical qualifications, equipment and experience.
11. Bidders shall state in writing and attach to the bid, any conditions/exceptions that are part of the bid price. Comments to the effect "see literature" will not be acceptable.
12. Any manufacturers' names, trade names, brand names or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and bids are invited on these and approved equal brands or products of any manufacturer.

TOWN OF EAST HARTFORD, CONNECTICUT

STANDARD INSTRUCTIONS FOR BIDDERS (*cont'd*)

13. The Town's competitive bidding process is not a means for competitors to obtain private/proprietary information that is not otherwise normally available. Such information relates to a bidder's financial records and responsibility, test data, manufacturing drawings, formulas and processes. To promote competition and protect valid interests this type of information/data will remain confidential.
14. All bidder questions shall be directed to the Purchasing Agent. Procedural and clarification questions will be answered appropriately. Questions that require an answer that will in effect change/alter the intent of the specifications will only be answered in writing to all bidders by a bid addendum.
15. Awarded bidders are responsible for obtaining all necessary permits as required by OSHA, Federal, State and/or Town regulations. Town permits will be issued at no cost.
16. Alternate proposals will not be considered unless specifically called for in the bid.
17. Prices shall include packing, transportation and delivery charges F.O.B. to East Hartford/delivered unless specifically noted otherwise.
18. Bidder declares that the proposal is not made in connection with any other bidder submitting a proposal for the same bid and is in all respects fair and without collusion or fraud.
19. Cash discounts may be offered by bidder for prompt payment of bills, but such cash discount will not be taken into consideration in determining the awarded low bidder except in the case of tie bids and then only provided such discount is based on payment of invoice not less than fourteen (14) days after satisfactory delivery and/or receipt of invoice, whichever is later.
20. The Town will not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation which the Bidder owns an interest is delinquent in tax obligations to the Town. The Purchasing Department will verify that no delinquent taxes are owed before any bid is awarded.
21. All bidders shall include a corporate resolution with your submittal. Sample formats for Corporations and Professional Corporations, Limited Liability Company and Partnerships (including Limited Partnership and Limited Liability Partnership) are attached in this packet
22. The bidding entity is required to provide evidence from the Connecticut Secretary of State that they are in good standing and qualified to conduct business in the State of Connecticut.



TOWN OF EAST HARTFORD, CONNECTICUT

INSTRUCTIONS FOR
CONSTRUCTION AND/OR LABOR SERVICE BIDS

1. A *Certificate of Insurance* naming the Town as an additional insured will be required of the awarded bidder. The insurance indemnification clause is contained with the bid specifications (see *Insurance Requirements*).
2. This is a prevailing wage bid and the wage rates are attached within the Bid Specifications. In accordance with state law, each contract for the construction, remodeling or repair of any public building or public works or improvements shall contain the following provision when the cost of construction, remodeling or repair exceeds the limits as provided in Connecticut General Statutes 31-53; “the wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Subsection (h) of Section 31-53 for 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 of East Hartford. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as parts of his wages the amount of payment or contribution for his classification on each pay day”.
3. The contractor who is selected to perform this Municipal Public Works project must comply with Conn. Gen. Stat §§ 4a-60, 4a-60a, 4a-60g and 46a-68b through 46a-68f, inclusive, as amended by the June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with, and approved by, the Commission on Human Rights and Opportunities prior to the commencement of construction. The contractor shall be required to make good faith efforts to place a minimum of twenty-five percent (25%) of the subcontracts awarded by the general contractor/construction manager at risk with eligible contractors holding current certification from the Connecticut Department of Administrative Services (DAS) under the provisions of Conn. Gen. Stat. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned business[s] AND 25% of that work with DAS certified Minority, Women and/or Disabled owned business[s])
4. A Bid Bond must be submitted with the bid and may be in the form of certified check or cashier’s check **payable to “The Town of East Hartford” or a bond of a surety company authorized to transact business in the State of Connecticut.** No checks will be returned until the bid is awarded. If you are the awarded bidder, your check will be held until it is replaced with another Guarantee of Performance. **Bid Bond shall be 5% (five percent) of total bid price.**
5. A Guarantee of Performance will be required of the awarded bidder and may be in the form of a certified check or cashier’s check payable to “The Town of East Hartford” or a bond of a surety company authorized to transact business in the State of Connecticut. Checks will be retained by the Town for period of time after final acceptance and payment as determined by the complexity of the project. **Performance Bond shall be 100% (one hundred percent) of awarded bid price.**
6. Before starting any work awarded bidders are responsible for obtaining permits as required by Federal, State, MDC, Utilities and/or Town regulations. Any applicable fees shall be included in the total bid price. Town of East Hartford permits will be issued at no charge.

TOWN OF EAST HARTFORD, CONNECTICUT

INSTRUCTIONS FOR CONSTRUCTION AND/OR LABOR SERVICE BIDS (*cont'd*)

7. The bidder shall abide by all OSHA, Federal, State and local laws, ordinances and regulation, which any manner affect those engaged or employed on the Work, or the materials or equipment used in the Work, or in any way affect the conduct of the Work, and no pleas of misunderstanding will be considered on account of ignorance. If bidder shall discover any provisions in the drawings, specifications or contract, which are in conflict with any such law, by-law or ordinance or regulation, he shall report it to the Town in writing with the bid proposal.
8. Throughout the work period, the contractor shall maintain the work site in a generally accepted standard of cleanliness, free from accumulation of waste materials or rubbish caused by his operations and shall take prompt action to correct any hazardous conditions reported.
9. It is the responsibility of each bidder before submitting a bid, to familiarize themselves with the specifications and conditions that may affect cost, progress, performance or completion of the project.
10. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with generally accepted industry standards.
11. Unless otherwise specified, the contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, fuel, appliances, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
12. The Contractor may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award any work to any subcontractor without prior written approval of the Town, which approval will not be given until the Contractor submits to the Town a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the Town may require. The Contractor shall be as fully responsible to the Town for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any subcontract that the Town may exercise over the Contractor under any provision of the Contract documents. Nothing contained in this bid shall create any contractual relation between any subcontractor and the Town.
13. The Contractor shall not assign the whole or any part of this contract or any moneys due or to become without written consent of the Town, which in its sole discretion may be denied. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and or any moneys due or to become due to the contractor shall be subject to prior claims of all person, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this contract.

TOWN OF EAST HARTFORD, CONNECTICUT

INSTRUCTIONS FOR CONSTRUCTION AND/OR LABOR SERVICE BIDS (*cont'd*)

14. The submission of a bid offer will constitute an incontrovertible representation by the bidder that he/she has complied with every requirement of the specifications and that the bid documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance of the Work.



TOWN OF EAST HARTFORD, CONNECTICUT
INSURANCE REQUIREMENTS FOR
CONSTRUCTION AND/OR LABOR SERVICE BIDS

NOTE: CERTIFICATE OF INSURANCE WILL ONLY BE REQUIRED OF THE AWARDED BIDDER

INSURANCE INDEMNIFICATION CLAUSE

The Town of East Hartford, its officials, employees, volunteers, boards and commissions must be named as an "**Additional Insured**" on both the General and Automobile Liability policies and the nature of the project is to be stated on the certificate. An additional insured policy endorsement must be submitted with the certificate of insurance.

INDEMNIFICATION

Contractor agrees to indemnify and hold the Town of East Hartford harmless against and from any and all claims by or on behalf of any person arising from or in connection with:

A: Any act, error, omission, negligence or fault of contractors or any of its agents, servants, employees and sub-contractors.

B: Any accident, injury or damage whatsoever caused to any person occurring during the performance of this contract.

Further, the contractor agrees to indemnify and hold harmless the Town of East Hartford against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim and any action or proceeding brought thereon; and in any case any action or proceeding shall be brought against the contractor by reason of any such claim, contractor upon notice from the Town of East Hartford agrees to resist and defend such action proceeding, unless contractor causes the same to be discharged and satisfied.

INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

The CONTRACTOR shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the CONTRACTOR'S obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford.

The insurer shall provide the Town of East Hartford with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the CONTRACTOR'S responsibility under this contracts.

TOWN OF EAST HARTFORD, CONNECTICUT

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND/OR LABOR SERVICE BIDS (*cont'd*)

The CONTRACTOR at the CONTRACTOR'S own cost and expense, shall procure and maintain all insurance required and shall name the Town of East Hartford as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage's.

B. SPECIFIC REQUIREMENTS:

1) Workers' Compensation Insurance

The CONTRACTOR shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with Limits of:

- \$100,000 Each Accident
- \$500,000 Disease, Policy Limit
- \$100,000 Disease, Each Employee

2) Commercial General Liability Insurance

The CONTRACTOR shall carry Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent). As per occurrence limit \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

3) Business Automobile Liability Insurance

The CONTRACTOR shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of \$1,000,000 is required. "Auto Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

4) The Town reserves the right to require the CONTRACTOR to carry an umbrella policy up to **\$5,000,000**.

C. OTHERS: PROFESSIONAL SERVICES - ARCHITECTS, ENGINEERS, ET AL.

Shall carry Errors & Omissions coverage in the amount \$1,000,000 per occurrence for all professional services contracts only.

The Town reserves the right to amends amounts of coverage required and type of coverage provided based on work or service to be performed.

D. SUBCONTRACTOR'S REQUIREMENTS:

The CONTRACTOR shall require the same insurance that it is required to carry by the Town of East Hartford to be carried by any subcontractors and independent contractors hired by the CONTRACTOR and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work.

TOWN OF EAST HARTFORD, CONNECTICUT

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND/OR LABOR SERVICE BIDS (*cont'd*)

The CONTRACTOR shall require that the Town of East Hartford be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work.

The CONTRACTOR and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

BID FORMS

All of the following documents contained within this section must be completed by the prospective bidder and returned with the bid:

- Bid Bond (To be supplied by the Bidder)
- Form of General Bid
- Bid Proposal Sheets
- Resolution for Corporations/Professional Corporations
- Resolution for Limited Liability Companies
- Resolution for Partnerships
- *CHRO Bidder Contract Compliance Monitoring Report*
- Qualifications of Bidder Form
- Evidence from the CTSOS of Good Standing & Ability to Conduct Business in Connecticut

Note that the correct resolution must be prepared based on the type of business submitting the bid (corporation, professional corporation, limited liability company, partnership, limited liability partnership, or general partnership). Resolutions must be on company letterhead and the date of the resolution must match the bid opening date.

FORM OF GENERAL BID

BID NO. 16-13

Town of East Hartford
Purchasing Agent
740 Main Street
East Hartford, CT 06108

Attn. Michelle Enman - Purchasing Agent

Having carefully examined the Invitation to Bid, Instructions for Construction and/or Labor Service bids, Insurance Requirements, Form of General Bid, General Conditions, Supplemental Conditions, Technical Specifications, Appendices, Contract Drawings and Exhibits for the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the Work "East Hartford High School Tennis Court Renovation", as well as having carefully examined the site and having satisfied himself as to conditions affecting the proposed Work and all Addenda issued by the Town, transmitted to the undersigned by electronic mail prior to the date of opening of Bids, the undersigned proposes to complete all Work on the Contract Drawings and as described in the Bid Speciation, for the lump sum and unit prices for the Work (in place) for the items and estimated quantities shown on the Bid Proposal Sheet(s).

Bidder acknowledges receipt of the following addenda:

No. _____, dated _____, 20__

TOWN OF EAST HARTFORD
 BID PROPOSAL SHEET
 East Hartford High School Tennis Court Renovation
 Bid No. 16-13

Bidder will complete the Work in accordance with the Contract Documents for the following, all inclusive price:

Lump Sum Base Bid	(In words)
	(In Numerals) \$
New Electric Service <small>(see "A" below)</small>	(In words) 300 LF multiplied by _____ per linear foot = _____
	(In Numerals) \$
Total Bid Price	(In words)
	(In Numerals) \$

- A. For the Linear Foot Bid Price for the New Electric Service, the bidder shall include furnish and install a new electrical service conduit system to the one-story concrete block building. This shall include, but not be limited to, approximately 300 foot underground service lateral conduit system, two parallel 4" PVC schedule 40 PVC conduits (one spare), and nylon pull rope in each conduit, trenching, backfill and marking tape, and surface restorations, Terminate each conduit at the manhole with RMC conduit with bell end fitting and provide Eversource utility coordination. The utility company will provide and install service lateral conductors from the secondary terminals of the utility transformer to the terminals of the self-contained meter socket.
- B. The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the Owner reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.
- C. Bid prices shall not include any sales, excise or other taxes for which the Owner is not liable.
- D. Town of East Hartford is the awarding authority. The Bidder agrees to hold the above pricing for thirty (30) days, unless extended by mutual consent.

- E. The Bidder hereby agrees to commence Work under this Contract within ten (10) days of written Notice to Proceed from the Town, and to complete the Work of all base bid items within 120 CALENDAR DAYS thereafter. The Bidder further agrees to pay as liquidated damages, the sum of FIVE HUNDRED DOLLARS (\$500.00) for each consecutive calendar day beyond the date of completion. Liquidated damages are not intended as a penalty but rather shall be construed as a best estimate of damages which the Town will suffer due to Bidder's refusal, failure or neglect to perform pursuant to his Bid and Contract Documents.
- F. The Bid security in the sum of: 5% OF TOTAL BID is to become the property of the Town in the event the above forms are not executed within the time set forth above, as liquidated damages, and not as a penalty for the delay and additional expense to the Town caused thereby.

Respectfully Submitted By:

(Signature) _____

Name (Please Print): _____

Title: _____

Company: _____

Business Address: _____

Business Phone: _____ () _____

Business Fax: _____ () _____

Email Address: _____

RESOLUTION FOR CORPORATIONS/PROFESSIONAL CORPORATIONS

(TO BE TYPED ON CORPORATION LETTERHEAD)

I (name of Corporation's Secretary), Secretary of (legal name of Corporation) a Corporation duly organized and operating under the laws of (State) and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Board of Directors of such Corporation, duly convened and held on (Date of Meeting), at which meeting a duly constituted quorum of the Board of Directors was present and voted in favor of such Resolution. I further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Officers of this Corporation, or any one of them individually:

(Name and title of Officer or Officers)

are empowered to execute and deliver, in the name of and on behalf of this Corporation, contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to affix the Corporate Seal to such documents and to bind the Corporation to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the Corporate Seal of the Corporation, this (date) day of (month) 20__

(Typed name of Corporation's Secretary)

(Corporate Seal)

SIGNATURE OF SECRETARY

RESOLUTION FOR LIMITED LIABILITY COMPANIES

(TO BE TYPED ON COMPANY LETTERHEAD)

The undersigned, comprising all Members of (legal name of LLC), a Limited Liability Company duly organized and operating under the laws of (State) and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Members, duly convened and held on (Date of Meeting), at which meeting a duly constituted quorum of the voting Members was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Members of this Limited Liability Company, or any one of them:

(Name and title of Members)

are empowered to execute and deliver, in the name of and on behalf of this Limited Liability Company, contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to bind the Limited Liability Company to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have executed this resolution, this (date) day of (month) 20__

(Typed Member Name)

(Typed Member Name)

(Typed Member Name)

(Typed Member Name)

RESOLUTION FOR LIMITED LIABILITY COMPANIES BY MANAGING PARTNER

(TO BE TYPED ON COMPANY LETTERHEAD)

I (name of Managing Member), Managing Member of (legal name of LLC), a Limited Liability Company duly organized and operating under the laws of (State) and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Members, duly convened and held on (Date of Meeting), at which meeting a duly constituted quorum of the voting Members was present and voted in favor of such Resolution. I further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Members of this Limited Liability Company, or any one of them:

(Name and title of Members)

are empowered to execute and deliver, in the name of and on behalf of this Limited Liability Company, contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to bind the Limited Liability Company to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature, this (date) day of (month) 20__

(Typed name of Managing Partner)

SIGNATURE OF MANAGING PARTNER

RESOLUTION FOR PARTNERSHIPS

(TO BE TYPED ON COMPANY LETTERHEAD)

The undersigned, comprising all (partners/general partners) of (legal name of partnership), a (partnership/Limited Partnership/Limited Liability Partnership) duly organized and operating under the laws of (State) and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the voting (partners/general partners), duly convened and held on (Date of Meeting), at which meeting a duly constituted quorum of the voting partners was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following (partners/general partners) of this Limited Liability Company, or any one of them:

(Name and title of partners/general partners)

are empowered to execute and deliver, in the name of and on behalf of this (partnership/Limited Partnership/Limited Liability Partnership), contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to bind the (partnership/Limited Partnership/Limited Liability Partnership) to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have executed this resolution, this (date) day of (month) 20__

(Typed partner/general partner Name)

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

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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.

<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 I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

QUALIFICATIONS OF BIDDER

The undersigned offers the following information as evidence of his qualifications to perform the Work as bid upon according to all the requirements of the Contract Documents, including Plans and Specifications. **PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

Project Name East Hartford High School Tennis Court Renovation

Bidder's Name _____

Bidder's Address _____

When Organized _____

1. How many years has Bidder been engaged in the contracting business under present firm name?

1a. Former firm names (if applicable). List previous names.

2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows (attach supplementary list if necessary):

3. The Bidder is requested to state in Table 1 (see following page) a minimum of three (3) projects of similar nature to the project described herein, that the Bidder has completed, with name, address, and telephone number of a reference for each project.

TABLE 1

PROJECT 1. Title 2. Description (i.e. square feet of sidewalk)	SPECIALTY WORK	PROJECT DURATION		PROJECT COST (BID)	PROJECT COST (FINAL)	NAME, ADDRESS & TELEPHONE NO. 1. Owner 2. Project Engineer/Architect 3. Project Reference
		FROM	To			

4. List projects presently under contract by the Bidder, dollar value of the contract, percent and estimated time of completion:

5. Has the Bidder ever failed to complete work awarded; and if so, state where and why:

6. If the Bidder has worked under the direction of a Consulting Engineer, list recent projects with name, address and telephone number of the Consultant:

7. Does the Bidder plan to sublet any part of this work; and if so, give details: including name, address, phone number, contact person and list of references for each subcontractor.

8. List equipment the Bidder owns that is available for this project:

9. List equipment the Bidder plans to rent or purchase for this project:

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

Surety: _____

Bank: _____

Major Material Supplier: _____

11. List Key Personnel to be employed for this project: _____

12. Remarks: _____

Respectfully Submitted:

By: _____

The above statement must be subscribed and sworn to before a Notary Public.

By _____ Date _____

State of _____)
County of _____) ss _____, A.D. 2016

Personally appeared before me _____ who subscribed to and made oath to the truth of the foregoing statement.

Notary Public

CONTRACT AWARD FORMS

The Town will make an initial determination of the Lowest Responsible Bidder based on the Town's best interest. That bidder must then complete and return the following documents within ten (10) calendar days in order to be considered for a formal bid award:

- Certificate of Insurance (To be provided by Contractor)
- Anticipated Source of Materials Form
- List of Proposed Subcontractors (To be provided by Contractor)
- OPM Nondiscrimination Certification

Note that the OPM Nondiscrimination Certification must be submitted to the State of Connecticut, Commission on Human Rights and Opportunities (CHRO). The Town will verify with CHRO that the certification is active. If the apparent low bidder previously submitted a OPM Nondiscrimination Certification to a state agency, that same form can be used by CHRO to confirm an active certification.

If the total contract price is at least \$500,000, then the Lowest Responsible bidder must submit their Affirmative Action Plan (AAP) to the Commission on Human Rights and Opportunities (CHRO). CHRO must approve the AAP prior to contract award by the Town of East Hartford. See Appendix D for a *Sample Bidder Notification Letter* and a suggested *Affirmative Action Plan Format*.





OFFICE OF POLICY AND MANAGEMENT

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Secretary of OPM
Benjamin Barnes

For Finance
(860) 418-6422

- Office of Finance Home
- Office Staff Directory
- Office Finance Structure
- Purchase of Service (POS)
- Personal Service Agreements (PSA)
- Financial Management
- Financial Systems
- Assets Management
- Information Technology Policy
- IT Capital Investment Program
- Nonprofit Grant Program
- LeanCT

Offices & Divisions



REQUIRED FOR ALL CONTRACT TYPES
Nondiscrimination Certification
Effective Date: June 30, 2009

Nondiscrimination Certification Forms		
Form A - Representation by Individual	Form A - Word format	Form A - pdf fillable format
Form B - Representation by Entity	Form B - Word format	Form B - pdf fillable format
Form C - Affidavit by Entity	Form C - Word format	Form C - pdf fillable format
Form D - New Resolution by Entity	Form D - Word format	Form D - pdf fillable format
Form E - Prior Resolution by Entity	Form E - Word format	Form E - pdf fillable format

DESCRIPTION:

CHRO (for municipal public works project) per CGS 4a-60 (c)(2)

The Office of the Attorney General has approved the above nondiscrimination certification forms to assist executive branch agencies in complying with the State's contracting requirements under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

By law, a contractor must provide ~~an awarding State agency~~ with *written representation or documentation* that certifies the contractor complies with the State's nondiscrimination agreements and warranties **prior to the award of a contract**. If after the initial submission there is any change in such representation, the contractor shall provide the updated representation to the State or such political subdivision not later than thirty (30) days after such change or upon the execution of a new contract with the state or political subdivision of the state whichever is earlier. Such contractor shall also certify no later than fourteen (14) days after the twelve (12) month anniversary of the most recently filed non-discrimination certification that the representation on file is current and accurate.

A nondiscrimination certification is generally required for all State contracts – regardless of type, term, cost, or value. **See list of exempt entities (below). **

FORMS:

There are five different certification forms one of which must be submitted in writing or electronically. Form A is *always* used for contracts with an individual who is not an entity, regardless of the contract value. Form B is *always* used for contracts with an entity when the contract value is less than \$50,000. Form C is *recommended* for contracts valued at \$50,000 or more with an entity. If Form C is not used, either Form D or E must be used; both require a resolution (new or prior).

<i>For Use By:</i>	Value Less Than \$50,000	Value \$50,000 or More
Individual	Form A <i>Representation</i>	
Entity	Form B <i>Representation</i>	Form C <i>Affidavit</i>
		Form D <i>New Resolution</i>
		Form E <i>Prior Resolution</i>



Definitions

- *individual*: a person who is not an entity
- *entity*: corporation, limited liability company, or partnership

EXPLANATION OF FORMS:

Form A. Representation: For use by an individual when entering into any contract, regardless of contract value.

Form B. Representation: For use by an entity when entering into any contract valued at less than \$50,000 for any year of the contract.

Form C. Affidavit: (Recommended for contracts at or above \$50,000) For use by an entity when entering into any contract valued at \$50,000 or more for any year of the contract **and** the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.

Form D. New Resolution: For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract **and** the entity has a complying nondiscrimination policy adopted by a new resolution of the board of directors, shareholders, managers, members, or other governing body.

Form E. Prior Resolution: For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract **and** the entity has a complying nondiscrimination policy adopted by a prior resolution of the board of directors, shareholders, managers, members, or other governing body.

EXEMPTIONS:

Pursuant to Public Act No. 09-158, Section 1(a)(5)(d), the entities listed below are exempt and, therefore, not required to submit a nondiscrimination certification form when entering into a contract with the State:

1. political subdivisions of the State of Connecticut, including, but not limited to municipalities;
2. quasi-public agencies, as defined in C.G.S. § 1-120;
3. other states of the United States, including, but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in C.G.S. § 1-267;
4. the federal government;
5. foreign governments; and
6. an agency of a subdivision, agency, state or government listed in items 1-5.

For Further Information, Contact:

Please direct any questions about the nondiscrimination certification forms to the Commission on Human Rights and Opportunities:
Tel. 860/ 541-3400
Connecticut Toll Free Tel. 1-800/ 477-5737

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STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than **\$50,000** for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____ , _____ , of _____ ,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____ ,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____ , _____ , of _____ ,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____ ,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____ , 20_____ by the governing body of _____ ,
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____ , and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____ , 20_____ .

Authorized Signatory

Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____.
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory Title

Printed Name Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signature of Agency Head (or designee) Date

Awarding State Agency

AGREEMENT FORMS

Upon receipt of notice of contract award, and receipt of the compiled project Agreement, all of the following documents contained within this section must be completed by the awarded bidder and returned within ten (10) calendar days. Note that a new resolution, with date matching the effective date of the Agreement, must be submitted.

- Fully Endorsed Agreement (*3 originals*)
- Resolution for Corporations/Professional Corporations
- Resolution for Limited Liability Companies
- Resolution for Partnerships
- Performance Bond

Note that the correct resolution must be prepared based on the type of business contracting with the Town (corporation, professional corporation, limited liability company, partnership, limited liability partnership, or general partnership). Resolutions must be on company letterhead and the date of the resolution must match the Effective Date of the Agreement.



AGREEMENT

East Hartford High School Tennis Court Renovation

BID NO. 15-XX

THIS AGREEMENT is by and between the Town of East Hartford, Connecticut, a municipal corporation with principal office and place of business at 740 Main Street, East Hartford, Connecticut 06108, acting herein through the Town's Mayor, (*hereinafter referred to as Owner*) and [REDACTED] with an office and place of business at [REDACTED] a **corporation/partnership/LLC/LLP/sole proprietorship** (*hereinafter referred to as Contractor*) for the construction of the project titled PROJECT X (BID NO. 15-XX).

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:* Renovations to the existing tennis courts located in the western portion of the East Hartford High School (EHHS) property in the Town of East Hartford. It also includes other appurtenant work such as replacement of all fence fabric & gates, new tennis court equipment, new tennis court surface/lines, installation of electrical ducts for new sports lights, bituminous concrete walks, installation of benches & trash cans and maintenance and protection of traffic.

ARTICLE 3 – ENGINEER

3.01 The Project was designed by BL Companies.

3.02 The Town of East Hartford Department of Public Works Engineering Division will act as Owner's representative ("Engineer"), 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 *Contract Times: Days*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and

AGREEMENT

Page 1 of 7

completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

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 and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. 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):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$_____.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$_____.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General 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 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent (95%) of Work completed (with the balance being retainage).
 - b. There will be no payment for the cost of materials and equipment not incorporated in the Work.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent (99%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of eight percent (8%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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 Laws and Regulations that may affect cost, progress, and performance of the Work.

AGREEMENT

- D. Contractor carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-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; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
- G. 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.
- H. 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to [REDACTED], inclusive).
 - 2. Corporate Resolution
 - 3. Performance bond (pages [REDACTED] to [REDACTED], inclusive).
 - 4. Payment bond (pages [REDACTED] to [REDACTED], inclusive).
 - 5. General Conditions (pages [REDACTED] to [REDACTED], inclusive).
 - 6. Supplemental General Conditions (pages [REDACTED] to [REDACTED], inclusive).
 - 7. Technical Specifications as listed in the table of contents of the Bid Specification.
 - 8. Drawings (not attached but incorporated by reference) consisting of [REDACTED] sheets with each sheet bearing the following general title: [REDACTED].

AGREEMENT

9. Addenda (numbers █ to █, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages █ to █, inclusive).
 - b. Committee of Award Documentation (pages █ to █, inclusive).
 - c. Contractor's Letter of Award (pages █ to █, inclusive).
 - d. Contract Award Forms (pages █ to █, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field 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 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. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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 successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

AGREEMENT

and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *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.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed in duplicate by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions. One counterpart each has been delivered to Owner and Contractor.

This Agreement will be effective on **Month, Day 20xx** (which is the Effective Date of the Agreement).

Signed and sealed in the presence of:

OWNER

Witness

Mayor Marcia Leclerc
Town of East Hartford, Connecticut

Witness

CONTRACTOR

Witness

Duly Authorized

Witness

Printed Name, Title

Approved to Form:

No Delinquent Taxes Owed:

Signature

Signature

Printed Name, Title

Printed Name, Title

Date

Date

AGREEMENT

Page 7 of 7

RESOLUTION FOR CORPORATIONS/PROFESSIONAL CORPORATIONS

(TO BE TYPED ON CORPORATION LETTERHEAD)

I (name of Corporation's Secretary), Secretary of (legal name of Corporation) a Corporation duly organized and operating under the laws of (State) and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Board of Directors of such Corporation, duly convened and held on (Date of Meeting), at which meeting a duly constituted quorum of the Board of Directors was present and voted in favor of such Resolution. I further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Officers of this Corporation, or any one of them individually:

(Name and title of Officer or Officers)

are empowered to execute and deliver, in the name of and on behalf of this Corporation, contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to affix the Corporate Seal to such documents and to bind the Corporation to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the Corporate Seal of the Corporation, this (date) day of (month) 20__

(Typed name of Corporation's Secretary)

(Corporate Seal)

SIGNATURE OF SECRETARY

RESOLUTION FOR LIMITED LIABILITY COMPANIES

(TO BE TYPED ON COMPANY LETTERHEAD)

The undersigned, comprising all Members of (legal name of LLC), a Limited Liability Company duly organized and operating under the laws of (State) and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Members, duly convened and held on (Date of Meeting), at which meeting a duly constituted quorum of the voting Members was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Members of this Limited Liability Company, or any one of them:

(Name and title of Members)

are empowered to execute and deliver, in the name of and on behalf of this Limited Liability Company, contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to bind the Limited Liability Company to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have executed this resolution, this (date) day of (month) 20__

(Typed Member Name)

(Typed Member Name)

(Typed Member Name)

(Typed Member Name)

RESOLUTION FOR LIMITED LIABILITY COMPANIES BY MANAGING PARTNER

(TO BE TYPED ON COMPANY LETTERHEAD)

I (name of Managing Member), Managing Member of (legal name of LLC), a Limited Liability Company duly organized and operating under the laws of (State) and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Members, duly convened and held on (Date of Meeting), at which meeting a duly constituted quorum of the voting Members was present and voted in favor of such Resolution. I further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Members of this Limited Liability Company, or any one of them:

(Name and title of Members)

are empowered to execute and deliver, in the name of and on behalf of this Limited Liability Company, contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to bind the Limited Liability Company to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature, this (date) day of (month) 20__

(Typed name of Managing Partner)

SIGNATURE OF MANAGING PARTNER

RESOLUTION FOR PARTNERSHIPS

(TO BE TYPED ON COMPANY LETTERHEAD)

The undersigned, comprising all (partners/general partners) of (legal name of partnership), a (partnership/Limited Partnership/Limited Liability Partnership) duly organized and operating under the laws of (State) and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the voting (partners/general partners), duly convened and held on (Date of Meeting), at which meeting a duly constituted quorum of the voting partners was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following (partners/general partners) of this Limited Liability Company, or any one of them:

(Name and title of partners/general partners)

are empowered to execute and deliver, in the name of and on behalf of this (partnership/Limited Partnership/Limited Liability Partnership), contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to bind the (partnership/Limited Partnership/Limited Liability Partnership) to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have executed this resolution, this (date) day of (month) 20__

(Typed partner/general partner Name)

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal, Hereinafter called "PRINCIPAL," and _____ as Surety, hereinafter called "SURETY," are held and firmly bound unto the Town of East Hartford, Connecticut, as Obligee, hereinafter called "TOWN," in the amount of _____ Dollars, (\$ _____), for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written Contract dated _____ entered into a Contract with TOWN for _____, which Contract is by reference made a part hereof, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, the condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said CONTRACT, and shall certify in writing that all wages paid under said CONTRACT to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the Town of East Hartford, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Whenever PRINCIPAL shall be, and declared by the TOWN to be in default under the CONTRACT, the TOWN having performed its obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions; or
2. Obtain a bid or bids for submission to the TOWN for completing the CONTRACT in accordance with its terms and conditions, and upon determination by the TOWN and SURETY of the lowest possible bidder, arrange for a CONTRACT between such bidder and the TOWN, and make available as work progresses (even though there should be a default or a succession of defaults under the CONTRACT or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term, "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the TOWN to PRINCIPAL under the CONTRACT and any amendments thereto, less the amount properly paid by the TOWN to the PRINCIPAL.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the TOWN named herein or the heirs, executors, administrators or successors of TOWN.

Signed and sealed this _____ day of _____, A.D., 20____.

In the Presence of:

_____ (SEAL)

(PRINCIPAL)

By: _____

(SURETY)

By: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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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, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 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. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice 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.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *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.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *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.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *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, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *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.
40. *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.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *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 a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs 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 Article 10 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 15.03 or 15.04).
- 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. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- 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. *Bonds*: 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 Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), 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;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *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 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, 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 and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *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 2.03.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.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, 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, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, 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 part of the Contract Documents prepared by or for Engineer. 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 part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or 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) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) 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 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
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 part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers 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 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; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- 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.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *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 Contract 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 Contract. 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 Contract, whichever date is earlier.

4.02 *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 such date.

4.03 *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.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. 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, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, 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 Times and Contract Price. 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.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *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.
- 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 permanent improvements are to be made 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.

5.02 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, 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 any such claim, and against all 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 directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent 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 and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

5.03 *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 adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on 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.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site 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 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.A;
 - 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 Paragraph 13.03; and,

- c. 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.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent 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 do not warrant or guarantee 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 information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then 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 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - 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 Paragraph 13.03;
 - c. 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; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on 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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) 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 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. 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, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. 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 (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. 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 failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, 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. 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 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond 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 the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then 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 bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, 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.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. 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.
- C. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against 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. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor’s pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; 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 (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that 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.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, 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.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable 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 Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 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; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; 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. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the 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 Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, 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 or Contractor as trustee or fiduciary, 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 occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.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, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, 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 builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *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.
- 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.

7.02 *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, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work 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.

7.04 "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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that 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, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, 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;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - 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.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. 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:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) 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
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
 - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. 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.
 - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. 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 the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. 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.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. 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.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. 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 money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *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.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *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.

7.10 *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 or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and 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 such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *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, other work in progress, 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 Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - 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 7.12.A.2 or 7.12.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 at its expense (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 protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *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.

7.14 *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.

7.15 *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.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the 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 and equipment 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 of that submittal, and that Contractor approves the 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- 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 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall 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 7.16.D.
3. 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. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- 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 or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample 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 7.16.A.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 will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

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.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *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 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;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, 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 7.18.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 7.18.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.

7.19 *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 Laws and Regulations.
- 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, 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, 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 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. 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.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) 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 any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *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 (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- 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.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *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.

10.02 *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 10.08. 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.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. 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.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. 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, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, 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 15.06.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 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-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. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, 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 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.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 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - 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 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. 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;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *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.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work 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 13.01.C, 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, and 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 13.01.
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 6.05), 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 communication 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 that Contractor is required by the Contract Documents to purchase and maintain.

C. *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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here 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 Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole 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, Change Proposal, Claim, set-off, or other 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 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, 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.

13.02 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*: Contractor agrees that:
 - 1. 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
 - 2. 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*: 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.

13.03 *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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- 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. 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 the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price 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;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it 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 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- 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, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. 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. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages 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. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *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, then 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.

14.07 *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, 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, then 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 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 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 during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *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, a warehouse bond, 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.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, 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 13.03, 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; 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 money 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 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. 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;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

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 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- 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 preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. 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 punch list.

15.04 *Partial Use or Occupancy*

- 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. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be 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 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.05 regarding builder's risk or other property insurance.

15.05 *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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *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, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) 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, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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 have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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 15.07. 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. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *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 Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 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 to 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. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- 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, 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 are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.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 the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds 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.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *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; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) 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 16.03.
- 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *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, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

18.03 *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. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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



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SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC_C700, 2013 edition.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

5.01 Availability of Lands

Amend this article as follows:

- 1) The Contractor shall not store materials or equipment within Town or State right-of-way.
- 2) Evidence of agreement(s) with private property owner(s) for the storage of equipment and materials must be provided to the Town.
- 3) The Contractor may be allowed to store materials or equipment on Town parcels with written permission from the Engineer. Terms and conditions of the use of Town parcels will be negotiated before the start of work.
- 4) In no case, even with the property owner's consent, will storage of materials or equipment be allowed where such storage will impact sightlines at intersecting roadways.
- 5) Access to all businesses and residences within the project limits must be maintained at all times. The Contractor shall coordinate his/her work, provide safe and ready means of ingress and egress to all stores and shops, public and private professional offices, and any other businesses or residences in the project area, both day and night, for the duration of the project. As required by the Engineer, the Contractor shall install and maintain temporary ramps at driveways. If there is a lump sum bid price for the Maintenance and Protection of Traffic, the cost of installing, maintaining, and removing the temporary ramps shall be included in the lump sum price bid for Maintenance and Protection of Traffic. Otherwise, this Work will be performed without additional compensation.

5.02 Use of Site and Other Areas

Amend this article as follows:

- 1) The Contractor shall conduct the Work at all times in such a manner as to ensure the least possible obstruction to both vehicular and pedestrian traffic. All equipment and materials shall be placed or stored in such a way and in such locations as will not create a hazard to the general public.
- 2) The Contractor shall notify residents and businesses in writing at least 24 hours in advance of any Work which will impact access to their property. Work shall be coordinated such that no residential or commercial driveway access is fully closed at any time.
- 3) The Contractor shall provide such barricades, signs, warnings, flagmen and shall conduct his Work in such a manner so that hazards to vehicular and pedestrian traffic are at a minimum. If, in the opinion

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SUPPLEMENTAL CONDITIONS (*cont'd*)

of the Engineer or other Town Public Safety Authorities, additional precautions or measures should be taken in the interest of public safety, the Contractor shall so comply promptly.

- 4) If the Contractor finds it necessary to close a portion of the road to vehicular traffic, then a Road Closure permit shall be obtained from the Engineer and the Chief of the East Hartford Police Department. The Contractor shall notify the Fire Department and any other concerned agencies of such road closing. Access shall be provided at all times to fire hydrants and precautions shall be taken to prevent freezing of any exposed or partially uncovered water lines.

5.05.A.2.c Underground Facilities: Contractor's Responsibilities

Amend this article as follows:

- 1) At least two full days before, (excluding Saturdays, Sundays and holidays) but not more than thirty days prior to commencing excavation, the Contractor shall call the telephone number 1-800-922-4455 (Call Before You Dig) to allow notification of utilities.
- 2) The Contractor shall be responsible to support all utility poles in the vicinity of excavations necessary to perform Work under this project. The Contractor must obtain all approvals required by the custodian of the utility pole, and coordinate all Work. There will be no direct payment for the support of utility poles.

5.06 Hazardous Environmental Conditions at Site

Delete paragraph I in its entirety.

7.08 Permits

Amend this article as follows:

- 1) Permits and licenses obtained by the Contractor prior to performing any Work and may include water and sewer permits (MDC), building permits, driveway and sidewalk permits, excavation permits, and Connecticut Department of Transportation Encroachment permits.
- 2) The Contractor will give all permit notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Contract Drawings and Specifications are at variance therewith, he will give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he will bear all costs arising there from.
- 3) For any Work within the Town right-of-way, on Town properties, or within the State highway right of way (for sidewalks only), the Contractor shall obtain a license and permit from the East Hartford Department of Public Works for the project. The license requires submission of a separate insurance certificate, a \$10,000 bond, and a hold harmless agreement. Licenses expire on December 31 of the year of issue. The Contractor is required to pay a \$35.00 license fee. Once the license has been

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SUPPLEMENTAL CONDITIONS (*cont'd*)

obtained, the Contractor shall apply for a permit for this project. The \$50.00 permit fee will be waived for this project.

- 4) Prior to any construction involving or impacting facilities owned and/or operated by the Metropolitan District Commission (MDC), the Contractor must obtain all necessary permits pertinent to the work being performed.
- 5) Certain work including, but not limited to, retaining wall construction and electrical work, requires a building permit. The Contractor shall secure building permit(s) for such work at the Town of East Hartford Inspections and Permits Department. Unless otherwise noted in a "Notice to Contractor", the Town's portion of the permit fee will be waived. The Contractor will be required to pay the State of Connecticut portion of any building permit. Contact the Inspections and Permits office at 860-291-7345 for building permit information.
- 6) Some projects require special approval(s) from the Town of East Hartford Planning and Zoning Commission, the State of Connecticut Department of Environmental Protection (DEP), the United States Army Corps of Engineers or any other agency with jurisdictional rights. In most of these cases, separate plans have been approved and are on file. Any specific permit approval(s) by another agency or commission will be attached to the Contract Documents. If such permits are identified, then the approved permit plans are hereby made part of the Contract Documents and the Contractor represents that he/she is fully aware of all the requirements of the permit and his/her intention to comply with such requirements.

7.09 Taxes

Amend this article as follows:

- 1) Materials and equipment purchased for installation in this project will be exempt from the Connecticut Sales and Use Tax under the Connecticut Education, Welfare and Public Health Tax Act.

7.12 Safety and Protection

Amend this article as follows:

- 1) The Contractor shall be responsible for the protection and replacement of all survey markers, streetline monuments, and private property markers. Any survey markers, streetline monuments or private property markers disturbed or destroyed during construction will be replaced at the Contractor's own expense. Work must be performed by a Land Surveyor licensed in the State of Connecticut.
- 2) The Contractor shall protect his Work so as to prevent damage and/or vandalism to newly poured sidewalks and other concrete surfaces. Any newly poured sidewalks or ramps which are damaged or defaced shall be promptly repaired or replaced at the Contractor's expense. Determination to repair or replace will be at the sole discretion of the Engineer.

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SUPPLEMENTAL CONDITIONS (*cont'd*)

- 3) The Contractor will take precautionary measures to protect all public and private trees or shrubs remaining within or adjacent to the Project area. This also includes protection of root systems that may become damaged due to the excavation activities near or adjacent to vegetation designated to remain.
- 4) The Contractor shall be fully responsible for compensation, repair, or replacement of any damaged tree or shrub because of neglect by the Contractor or any of his/her assigned Subcontractors.
- 5) The Contractor's attention is called to the fact that there are underground traffic control facilities (e.g. loop detectors) at various intersections in the Town of East Hartford. Should these facilities become damaged during the course of the Work; the Contractor will be responsible for replacement of the equipment in accordance with the current Connecticut DOT installation standards. Splicing of the detector loops will not be permitted. Replacement of traffic control equipment will be at the Contractor's expense.

8.02 Coordination

Amend this article as follows:

- 1) The Contractor shall accommodate routine and emergency maintenance operations performed by the Town (i.e. refuse pickup, leaf collection, snow plowing, etc.) within the Work area.

12.01 Claims

Amend this article as follows:

- 1) Any claims received by the Owner for damage to private property as a result of the Contractor's operations, or lack of protective measures to prevent such damage, will be forwarded directly to the Contractor for resolution. For each claim, the Contractor shall provide to the Town evidence that the claim has been resolved.

14.02 Tests, Inspections and Approvals

Amend this article as follows:

- 1) The Contractor shall always notify the Engineer of its intention to perform work on the Project, including notice of the particular work it intends to perform, at least 24 hours before the Contractor commences that work. The Engineering Division can be reached between 8:30 a.m. and 4:30 p.m. at (860) 291-7380.
- 2) In instances when it shall be necessary to utilize Department inspectors during other than normal Department working hours, the Contractor shall make payment to the Town of East Hartford for such use. Normal working hours for the Department are from 8:30 a.m. to 4:30 p.m. daily, Monday through Friday, excluding holidays. Payment will be made in accordance with the following:
 - a. For each Department employee utilized by the Contractor, the Town shall receive the standard overtime rate paid to the employee by the Department.

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SUPPLEMENTAL CONDITIONS (*cont'd*)

- b. In the event a Department employee is called out after the end of normal working hours, minimum payment to the Town by the Contractor for each Department employee utilized shall be at the standard overtime rate for a period no less than four (4) hours. Payment for overtime that is a continuation of the normal working day shall be at the standard overtime rate for the actual hours worked. There will be no charge for use of Department personnel during normal working hours for services provided by the Department.

15.01 Progress Payments

Amend this article as follows:

- 1) The Contractor shall submit a list of claims, and their status, with each application for a progress payment.

15.06 Final Payment

Amend this article as follows:

- 2) The Town will not release final retainage for any project where there are any unresolved claims for private property damage, as described in the Supplemental Condition for Article 12.01.

16.01 Owner May Suspend Work

Amend this article as follows:

- 1) If the time specified for completion of the Project, with time extensions, is due to expire after November 15TH, then contract time will not be charged during a winter shutdown period between November 15TH and April 1ST. The Contractor will not be allowed to work during the winter shutdown (other than maintaining the project area) without the approval of the Engineer. Prior to a winter shutdown, the Contractor and the Town shall meet to discuss the Contractor's procedures for preparing the Work area for a winter shutdown. No additional compensation will be paid for demobilization, remobilization, or other costs associated with a winter shut down but these costs shall be included in the general cost of the Work.
- 2) However, if the time specified for completion of the Project, with time extensions, is due to expire before November 15TH and the Project is not completed before November 15TH, then the time charged to the Contractor will continue to run through the winter shutdown period.

TECHNICAL SPECIFICATIONS

NOTICE TO CONTRACTOR – REFERENCED SPECIFICATIONS

State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction, Form 816, dated 2004, including the latest supplemental, referred to herein as the "Standard Specifications," are incorporated into the work of this Contract by reference and shall be made a part of these Contract Documents with regard to the method and manner of performing the work, or the quantities and qualities of materials to be furnished under the Contract. References to "State" contained within Form 816, shall be understood to mean "Town".

While the entirety of Form 816 is incorporated by reference, the majority of the Work of this Project can be found in the following Sections:

- ▶ 2.01 Clearing and Grubbing
- ▶ 2.03 Structure Excavation
- ▶ 2.05 Trench Excavation
- ▶ 2.08 Free-Draining Material
- ▶ 2.10 Water Pollution Control (Soil Erosion)
- ▶ 2.13 Granular Fill
- ▶ 2.14 Compacted Granular Fill
- ▶ 2.16 Pervious Structure Backfill
- ▶ 2.19 Sedimentation Control System
- ▶ 5.06 Retaining Walls, Endwalls and Steps
- ▶ 5.07 Catch Basins, Manholes and Drop Inlets
- ▶ 6.01 Concrete for Structures
- ▶ 6.02 Reinforcing Steel
- ▶ 6.51 Culverts
- ▶ 7.51 Underdrain and Outlets
- ▶ 7.55 Geotextile
- ▶ 9.43 Water for Dust Control
- ▶ 9.71 Maintenance and Protection of Traffic

Specifications for materials can be found in the following sections of Form 816:

- ▶ M.01 Gradation of Aggregate
- ▶ M.02 Granular Fill, Subbase, Granular Base and Surfaces Stone Base Pervious Structure Backfill Free-Draining Material Crusher-Run Stone
- ▶ M.03 Portland Cement Concrete
- ▶ M.06 Metals
- ▶ M.08 Drainage
- ▶ M.10 Railing and Fence
- ▶ M.13 Roadside Development

These lists are not all-inclusive. Other Sections of Form 816 may be necessary to fully describe the materials and methods for the Work.

NOTICE TO CONTRACTOR - PERMITS

Since this project requires work within the Town right-of-way, the Contractor shall obtain a license and permit from the East Hartford Department of Public Works. The licensing documents and permit application must be submitted to the Engineering Division Office at Town Hall, 740 Main Street. The license requires submission of an insurance certificate (separate from the certificate that accompanies the contract), a \$10,000 bond, and a hold harmless agreement. Licenses expire on December 31 of the year of issue. The Contractor is required to pay a \$35.00 license fee. Once the license has been obtained, the Contractor shall apply for a permit for this project. The \$50.00 permit fee will be waived for this project. Licensing and permit requirements are included in Appendix A.

NOTICE TO CONTRACTOR – UTILITY RELOCATION

Overhead and/or underground utility lines may be in conflict with the required temporary or permanent construction or the equipment necessary to perform this required construction. The actual relocations (permanent or temporary) are the responsibility of the individual utility owners. However, the Contractor is required to coordinate the exact location and timing of all utility relocations with the individual utility owners, and to phase his construction operations as shown on the plans or as required to accommodate all (temporary or permanent) utility relocations. In addition to field meetings and correspondence, this coordination may include staking locations, excavation and temporary grading, providing access to existing and future utility pole and conduit locations, or other physical work as required to allow for utility relocation work. The Contractor shall engage in the necessary coordination of utility relocations and associated work at no additional cost to the project or owner, and shall have no right to additional compensation for delays or staging and phasing of his work because of utility relocation work.

The Contractor's schedule of operations and construction phasing plans, if different from the sequence of construction, shall show the anticipated utility relocations in the sequence of construction.

The Contractor must coordinate with each utility owner and develop their own schedule of utility relocation work and time required to complete this work based upon their own operational plan and equipment.

The following utility companies have facilities within the project limits:

1. Electric - Eversource
2. Cable – Comcast of Connecticut, Inc. dba Comcast/Hartford
3. Telephone – Frontier Communications
4. Communication – Fiber Technologies Networks, LLC
5. Communication – Level 3 Communications
6. Communications – WilTel Communications, LLC
7. Natural Gas - Connecticut Natural Gas Corp. (CNG)
8. Water & Sanitary Sewer - Metropolitan District Commission (MDC)

NOTICE TO CONTRACTOR – RENTSCHLER FIELD STADIUM EVENTS

For projects in close proximity to Rentschler Stadium, it is imperative that the Contractor secure the work area prior to any scheduled day or evening events. The Contractor shall provide for safe vehicular and pedestrian travel through the work zone during these events. A schedule of upcoming stadium events is available online at:

<http://www.rentschlerfield.com/events.cfm>.

SECTION 2.01 CLEARING AND GRUBBING

Amend 2.01.03 as follows:

2.01.03 - Construction Methods:

Wherever portions of existing bituminous concrete pavement are to be removed, they shall be removed to neat lines shown on the plans, or as directed by the Engineer. Where the delineated limits of the areas in which such bituminous surfaces are to be removed are adjacent to existing bituminous concrete pavement that is to remain in place, the line of delineation shall be sawcut.

SECTION 2.19 SEDIMENTATION CONTROL SYSTEM

Replace 2.01.02 with the following:

2.01.02 - Materials:

Geotextile for this work shall conform to Section 7.55 and M.08. Haybales shall not be used.

Amend 2.01.03 with the following:

2.01.03 - Construction Methods:

Sediment Control System at catch basins shall be installed by the Contractor at locations shown on the plans or as directed by the Engineer. Maintenance shall include the cleanout and proper disposal of accumulated sediment.

SECTION 9.13 CHAIN LINK FENCE

Replace Section 9.13 with the following:

09.13.01 General

01.01 Summary

Section Includes:

Chain-link fences.

Gates: swing.

Related Sections:

Section "Concrete" for cast-in-place concrete post footings.

01.02 Performance Requirements

Delegated Design: Design chain-link fences and gates, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

Structural Performance: Chain-link fence and gate framework shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7:

Minimum Post Size: Determine according to ASTM F 1043 for framework up to 12 feet high, and post spacing not to exceed 10 feet.

01.03 Submittals

Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.

Fence and gate posts, rails, and fittings.

Chain-link fabric, reinforcements, and attachments.

Gates and hardware.

Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show accessories, hardware, gate operation, and operational clearances.

Samples for Initial Selection: For components with factory-applied color finishes.

Samples for Verification: Prepared on Samples of size indicated below:

Polymer-Coated Components: In 6-inch lengths for components and on full-sized units for accessories.

Delegated-Design Submittal: For chain-link fences and gate framework indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

Qualification Data: For qualified professional engineer.

Product Certificates: For each type of chain-link fence, operator, and gate, from manufacturer.

Product Test Reports: For framing strength according to ASTM F 1043.

Field quality-control reports.

Operation and Maintenance Data: For the following to include in emergency, operation, and maintenance manuals:

Polymer finishes.

Gate hardware.

Warranty: Sample of special warranty.

01.04 Quality Assurance

Testing Agency Qualifications: For testing fence grounding. Member company of NETA or an NRTL.

Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

Mockups: Build mockups to set quality standards for fabrication and installation.

Include 10-foot length of fence and gate.

Preinstallation Conference: Conduct conference at Project site.

Inspect and discuss electrical roughing-in, equipment bases, and other preparatory work specified elsewhere.

Review sequence of operation for each type of gate operator.

Review coordination of interlocked equipment specified in this Section and elsewhere.

Review required testing, inspecting, and certifying procedures.

01.05 Project Conditions

Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

01.06 Warranty

Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

Failures include, but are not limited to, the following:

Faulty operation of gate operators and controls.

Deterioration of metals, metal finishes, and other materials beyond normal weathering.

Warranty Period: Five (5) years from date of Substantial Completion.

09.13.02 Products

02.01 Chain-Link Fence Fabric

General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with CLFMI Product Manual and with requirements indicated below:

Fabric Height: As indicated on Drawings.

Steel Wire Fabric: Wire with a diameter of No. 9 gage, 0.148" or as indicated on Drawings.

Mesh Size: 2 inches or as indicated on the plans.

Polymer-Coated Fabric: ASTM F 668, Class 1 over zinc coated steel wire.

Color: Black, complying with ASTM F 934.

Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.

Selvage: Knuckled at both selvages.

02.03 Fence Framing

Posts and Rails: Comply with ASTM F 1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 based on the following:

Fence Height: As indicated on Drawings.

Heavy Industrial Strength: Material Group IC, round steel pipe, electric-resistance-welded pipe.

Line Post: 2.875 inches or as indicated on Drawings.

End, Corner and Pull Post: 4.0 inches or as indicated on Drawings.

Horizontal Framework Members: Top and bottom rails complying with ASTM F 1043.

Top and Bottom Rail: 1-5/8 inches in diameter or as indicated on Drawings.

Polymer coating over metallic coating.

Color: Match chain-link fabric, complying with ASTM F 934.

02.04 Tension Wire

Polymer-Coated Steel Wire: No. 7 gage, tension wire complying with ASTM F 1664, Class 1 over zinc-coated steel wire.

Color: Match chain-link fabric, complying with ASTM F 934.

02.05 Swing Gates

General: Comply with ASTM F 900 for gate posts and single and double swing gate types.

Gate Leaf Width: As indicated.

Gate Fabric Height: As indicated.

Pipe and Tubing:

Zinc-Coated Steel: Comply with ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framing.

Gate Posts: Round tubular steel.

Gate Frames and Bracing: Round tubular steel.

Frame Corner Construction: Welded.

Hardware:

Hinges: 360-degree inward and outward swing.

Latches permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate and ADA U-shaped.

02.06 Fittings

General: Comply with ASTM F 626.

Post Caps: Provide for each post.

Provide line post caps with loop to receive tension wire or top rail.

Rail and Brace Ends: For each gate, corner, pull, and end post.

Rail Fittings: Provide the following:

Top Rail Sleeves: Pressed-steel not less than 6 inches long.

Rail Clamps: Line and corner boulevard clamps for connecting bottom rails in the fence line-to-line posts.

Tension and Brace Bands: Pressed steel.

Tension Bars: Steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.

Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.

Tie Wires, Clips, and Fasteners: According to ASTM F 626.

Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:

Hot-Dip Galvanized Steel: 0.148-inch diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.

Finish:

Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. /sq. ft. zinc.

Polymer coating over metallic coating.

02.07 Grout and Anchoring Cement

Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer, for exterior applications.

09.13.03 Execution

03.01 Examination

Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

Do not begin installation before final grading is completed unless otherwise permitted by Engineer.

Proceed with installation only after unsatisfactory conditions have been corrected.

03.02 Preparation

Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

03.03 Installation, General

Install chain-link fencing to comply with ASTM F 567 and more stringent requirements indicated.

Install fencing on established boundary lines inside property line.

03.04 Chain-Link Fence Installation

Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.

Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.

Concealed Concrete: Top 2 inches below grade to allow covering with surface material.

Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.

Line Posts: Space line posts uniformly at 10 feet o.c.

Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.

Locate horizontal braces at mid-height of fabric 72 inches or higher, on fences with top rail and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:

Extended along top and bottom of fence fabric. Install top tension wire through post cap loops. Install bottom tension wire within 6 inches of bottom of fabric and tie to each post with not less than same diameter and type of wire.

Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.

Bottom Rails: Install and secure to posts with fittings.

Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1 inch between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.

Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.

Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

03.05 Gate Installation

Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

03.06 Adjusting

Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

Lubricate hardware and other moving parts.

03.07 Demonstration

Engage a factory-authorized service representative to train Owner's personnel to adjust, operate, and maintain chain-link fences and gates.

SECTION 9.21 CONCRETE SIDEWALKS

Replace Section 9.21 with the following:

9.21.01—Description: This item shall consist of concrete sidewalks and sidewalk ramps constructed on an existing gravel base course in the locations and to the dimensions and details shown on the plans or as ordered and in accordance with these specifications.

9.21.02—Materials: Materials for this work shall conform to the requirements of Article M.03.01.

Concrete sidewalk shall conform to the following mix design:

<u>Component</u>	<u>Amount</u>
Cement (7sacks)	658 lbs.
Sand	1300 lbs.
½” crushed stone	720 lbs.
¾” crushed stone	1080 lbs.
Water	34 gals.

Concrete shall have a maximum slump of 3 inches at time of placement. The 28 day strength shall be 4,000 PSI or greater.

Air-entraining portland cement and air-entraining admixtures shall conform to Article M.03.01

The Detectable Warning Strip shall be a prefabricated detectable warning surface tile for the application designated as manufactured by Engineered Plastics, ADA Fabricators or an approved equal. The tile and surface domes shall conform to the dimensions shown on the drawings and have a red brick, homogeneous color in compliance with Federal Standard 595A Color #22144 or approved equal.

9.21.03—Construction Methods:

1. Removal & Excavation: Removal of existing sidewalk for the installation of new sidewalk or sidewalk ramp shall be made at an existing joint utilizing a saw cut where necessary to provide a clean vertical edge. Excavation, including removal of any existing sidewalk or ramp, shall be made to the required depths below the finished grade, as shown on the plans or as directed. All soft and yielding material shall be removed and replaced with suitable material. When connecting new concrete sidewalk or ramp to a section of existing concrete sidewalk or ramp, the connection point shall be at the nearest joint in the existing sidewalk or ramp.

2. Gravel or Reclaimed Miscellaneous Aggregate Base: The gravel or reclaimed miscellaneous aggregate base shall be placed in layers not over 6 inches in depth and to such a depth that after compaction it shall be at the specified depth below the finished grade of the walk. The base shall be wetted and rolled or tamped after the spreading of each layer.

3. Forms: Forms shall be of metal or wood, free from warp and of sufficient strength to resist springing from the pressure of the concrete. If made of wood, they shall be of 2-inch surfaced plank except that at sharp curves thinner material may be used. If made of metal, they shall be of approved section and shall

SECTION 9.21 CONCRETE SIDEWALKS (Cont'd)

have a flat surface on the top. Forms shall be of a depth equal to the depth of the sidewalk. Forms shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled or wetted before concrete is placed against them. Sheet metal templates 1/8 inch in thickness, of the full depth and width of the walk, shall be spaced at intervals of 12 feet or as directed. If the concrete is placed in alternate sections, these templates shall remain in place until concrete has been placed on both sides of the template. As soon as the concrete has obtained its initial set, the templates shall be removed.

4. Concrete: The concrete shall be proportioned, mixed, placed, etc., in accordance with the provisions of Section 6.01, except as modified herein. The concrete shall contain not less than 5% nor more than 7% entrained air at the time the concrete is deposited in the forms. Air-entrainment shall be obtained and the concrete cured in accordance with the provisions of Article 4.01.03 for Concrete Pavement.

5. Finishing: The surface of the concrete shall receive a medium broom finish perpendicular to the direction of travel. The outside edges of the slab and all joints shall be edged with a 1/4-inch radius edging tool. Each slab shall be divided into two or more sections by forming dummy joints with a jointing tool as directed.

6. Detectable Warning Strip: The detectable warning strip shall be set directly in poured concrete in accordance with the drawings and the manufacturer's specifications or as directed by the Engineer. The Contractor shall place two 25 pound concrete blocks or sandbags on each tile to prevent the tile from floating after installation in wet concrete.

7. Backfilling and Removal of Surplus Material: The sides of the sidewalk shall be backfilled with suitable material thoroughly compacted and finished flush with the top of the sidewalk. All surplus material shall be removed and the site left in a neat and presentable condition to the satisfaction of the Engineer.

8. Expansion Joint Material: Expansion Joint Material shall be 0.5 in. thick, length to match the full depth of the concrete slab. Expansion joint material shall comply with Article M.03.01-05 for Preformed Bituminous Cellular Type or approved equal.

9. Reinforcement: Reinforcement shall conform to the requirements of Article M06.01.

10. Concrete Sealant: Concrete Sealant shall be Consolideck Saltguard WB by ProSoCo, Inc. or approved equal. The sealant shall meet the test requirements outlined in NCHRP 244, ASTM E 514 and ASTM C 672.

SECTION 9.50 TURF ESTABLISHMENT

Replace Section 9.50 with the following:

9.50.01—Description: The work included in this item shall consist of providing an accepted uniform stand of established perennial turf grasses by furnishing and placing fertilizer, seed, and mulch on all areas to be treated as shown on the plans or where designated by the Engineer. The work will also include the installation of erosion control matting consisting of mulch and netting woven together as one unit where shown on the plans or as directed by the Engineer.

9.50.02—Materials: Topsoil, limestone, and fertilizer for this work shall conform to the requirements of Section M.13.

Seed mixture for lawn areas shall meet the following requirements:

Seed shall be fresh, clean and selected from the previous year’s crop; weed seed content not to exceed 1 percent; complying with applicable Federal and State seed laws; furnished and delivered premixed in unopened containers in the following proportions:

	Percent Proportion	Percent Germination (min)	Percent Purity (min)
Creeping Red Fescue	50%	85%	95%
Kentucky Bluegrass (improved varieties)	50%	85%	90%
Manhattan Perennial Rye	10%	90%	95%

The seed mixture shall be delivered in new, clean, sealed containers. Labels and contents shall conform to all State and Federal regulations. Seed shall be subject to the testing provisions of the AOSA.

The seed shall be delivered to the project accompanied by a properly executed affidavit for each type and shipment of seed. The affidavit shall be of the form shown herein. The Engineer reserves the right to take such samples and to make such tests as he may deem necessary to insure compliance with these specifications. The Contractor shall supply such additional acceptable material and perform such work as required to rectify any deficiencies without cost to the Town.

SECTION 9.50 TURF ESTABLISHMENT (Cont'd)

Form for Affidavit—Seed (Official Stationery of Supplier)

Date

To Whom It May Concern:

I hereby certify thatpounds. (kilograms) of seed mixture, lot number, (Label attached) has been sold and delivered to for.....

(Contractor's Name)

Connecticut Department of Transportation Project number(s)

.....

at, Connecticut. The material was delivered on The labels and contents meet all State and Federal regulations. The mixture consists of:

(State component parts, proportions, minimum purity, minimum germination.)

Signature

Company Official

Signature and Seal.....

Notary Public

9.50.03—Construction Methods: Construction Methods shall be those established as agronomically acceptable and feasible and which are approved by the Engineer.

1. Preparation of the Seedbed:

(a) Level areas, medians, interchanges and lawns: These areas shall be made friable and receptive for seeding by disking or by other approved methods to the satisfaction of the Engineer. In all cases the final prepared and seeded soil surface shall meet the lines and grades for such surface as shown in the plans, or as directed by the Engineer.

(b) Slope and Embankment Areas: These areas shall be made friable and receptive to seeding by approved methods which will not disrupt the line and grade of the slope surface. In no event will seeding be permitted on hard or crusted soil surface.

(c) All areas to be seeded shall be reasonably free from weeds taller than 3 inches. Removal of weed growth from the slope areas shall be by approved methods, including hand-mowing, which do not rut or

SECTION 9.50 TURF ESTABLISHMENT (Cont'd)

scar the slope surface, or cause excessive disruption of the slope line or grade. Seeding on level areas shall not be permitted until substantially all weed growth is removed. Seeding on slope areas shall not be permitted without removal or cutting of weed growth except by written permission of the Engineer.

2. Seeding Season: The calendar dates for seeding shall be:

Spring—March 15 to June 15

Fall—August 15 to October 15

All disturbed soil areas shall be treated during the seeding seasons as follows:

(a) Areas at final grade: Seeding will be accomplished.

(b) "Out-of-season" seedings shall be performed in the same manner as "in-season" seedings. Since acceptable turf establishment is less likely, the Contractor shall be responsible for "in-season" reseeded until the turf stand conforms to 9.50.03-5.

(c) During "out-of-season" periods unseeded areas shall be treated in accordance with Section 2.10, Water Pollution Control.

3. Seeding Methods: The grass seed mixture conforming to Article M.13.04 shall be applied by any agronomically acceptable procedure. The rate of application shall be no less than 175 pounds per acre (195 kg/hectare).

Fertilizer conforming to M.13.03 shall be initially applied at a rate of 320 pounds per acre during or preceding seeding. When wood fiber mulch is used, it shall be applied in a water slurry at a rate of 2,000 pounds per acre with or immediately after the application of seed, fertilizer and limestone. When the grass seeding growth has attained a height of 6 inches, the specified areas designated herein shall be mowed to a height of 3 inches. Following mowing, all seeding grass areas (mowed and un-mowed) shall receive a uniform application of fertilizer hydraulically placed at the rate of 320 pounds per acre.

4. Compaction: The Contractor shall keep all equipment and vehicular and pedestrian traffic off areas that have been seeded to prevent excessive compaction and damage to young plants. Where such compaction has occurred, the Contractor shall rework the soil to make a suitable seedbed; then re-seed and mulch such areas with the full amounts of the specified materials, at no extra expense to the Town.

5. Stand of Perennial Turf Grasses: The Contractor shall provide and maintain a uniform, weed free stand of established turf grass species having attained a height of 6 inches consisting of no less than 200 plants per square foot throughout the seeded areas until the entire project has been accepted.

6. Establishment: The Contractor shall keep all seeded areas free from weeds and debris, such as stones, cables, baling wire, and he shall mow at his own expense, on a one-time-only basis, all slopes 4:1 or less (flatter) and level turf established (seeded) areas to a height of 3 inches when the grass growth attains a

SECTION 9.50 TURF ESTABLISHMENT *(Cont'd)*

height of 6 inches. Clean-up shall include, but not be limited to, the removal of all debris from the turf establishment operations on the shoulders, pavement, and/or elsewhere on adjacent properties publicly and privately owned.

7. Erosion Control Matting: Erosion control matting shall be installed following seeding where called for on the plans or as directed by the Engineer. Staples shall be installed as per Manufacturer's recommendations. Where two lengths of matting are joined, the end of the upgrade strip shall overlap the down-grade strip. The Contractor shall maintain and protect the areas with erosion control matting until such time as the turf grass is established. The Contractor shall replace or repair at his own expense any and all erosion control matting areas damaged by fire, water or other causes including the operation of construction equipment. No mowing will be required in the locations where erosion control matting is installed.

SECTION 9.70 - TRAFFICPERSON

This specification replaces Section 9.70 in Form 816:

9.70.01 - Description:

Under this item the Contractor shall provide the services of Trafficpersons of the type and number, and for such periods, as the Engineer approves for the control and direction of vehicular traffic and pedestrians. Traffic persons requested solely for the contractor's operational needs will not be approved for payment.

On a weekly basis, the Contractor shall inform the Engineer of their scheduled operations for the following week and the number of Trafficpersons requested. The Engineer shall review this schedule and approve the type and number of Trafficpersons required. In the event of an unplanned, emergency, or short term operation, the Engineer may approve the temporary use of properly clothed persons for traffic control until such time as an authorized Trafficperson may be obtained. In no case shall this temporary use exceed 8 hours for any particular operation.

The Contractor shall be responsible for contacting the Town of East Hartford Police Department Safety Officer and coordinating and requesting police services required to direct traffic on existing roadways where traffic is maintained.

9.70.02 - Construction Methods:

Prior to the start of operations on the project requiring the use of Trafficpersons, a meeting will be held with representatives from the Contractor, any subcontractors providing Trafficpersons, the Engineer, and the East Hartford Police Department to review the Trafficperson operations, lines of responsibility, and operating guidelines which will be used on the project. A copy of the municipality's billing rates for Municipal Police Officers and vehicles will be provided to the Engineer prior to start of work.

If the Contractor changes or cancels any scheduled operations without prior notice of same as required by the agency providing the Trafficpersons, and such that Trafficperson services are no longer required, the Contractor will be responsible for payment at no cost to the Department of any show-up cost for any Trafficperson not used because of the change. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

Trafficpersons assigned to a work site are to only take direction from the Engineer.

Trafficpersons shall wear a high visibility safety garment that complies with OSHA, MUTCD, ASTM Standards and the safety garment shall have the words "Traffic Control" clearly visible on the front and rear panels (minimum letter size 2 inches (50 millimeters)). Worn/faded safety garments that are no longer highly visible shall not be used. The Engineer shall direct the replacement of any worn/faded garment at no cost to the Town.

A Trafficperson shall assist in implementing the traffic control specified in the Maintenance and Protection of Traffic contained elsewhere in these specifications or as directed by the Engineer. Any situation requiring a Trafficperson to operate in a manner contrary to the Maintenance and Protection of Traffic specification shall be authorized in writing by the Engineer.

Trafficpersons shall consist of the following types:

1. **Uniformed Law Enforcement Personnel:** Law enforcement personnel shall wear the high visibility safety garment provided by their law enforcement agency. If no high visibility safety garment is provided, the Contractor shall provide the law enforcement personnel with a garment meeting the requirements stated below for the Uniformed Flaggers' garment.

Law Enforcement Personnel may be also be used to conduct motor vehicle enforcement operations in and around work areas as directed and approved by the Engineer.

Uniformed Municipal Police Officers shall be sworn Municipal Police Officers or Uniformed Constables who perform criminal law enforcement duties from the Municipality in which the project is located. Their services will also include an official Municipal Police vehicle when requested by the Engineer. Uniformed Municipal Police Officers will be used on non-limited access highways. If Uniformed Municipal Police Officers are unavailable, other Trafficpersons may be used when authorized in writing by the Engineer.

Uniformed Municipal Police Officers and requested Municipal Police vehicles will be used at such locations and for such periods as the Engineer deems necessary to control traffic operations and promote increased safety to motorists through the construction sites.

2. **Uniformed Flagger:** Uniformed Flaggers shall be persons who have successfully completed flagger training by the American Traffic Safety Services Association (ATSSA), National Safety Council (NSC) or other programs approved by the Engineer. A copy of the Flaggers's training certificate shall be provided to the Engineer before the Flagger performs any work on the project. Uniformed Flaggers shall conform to Chapter 6E, Flagger Control, in the Manual of Uniformed Traffic Control Devices (MUTCD), shall bear high-visibility safety apparel, and shall use a STOP/SLOW paddle that is at least 18 inches in width with letters at least 6 inches high. The paddle shall be mounted on a pole of sufficient length to be 6 feet above the ground as measured from the bottom of the sign.

SECTION 14.01 - TENNIS EQUIPMENT AND SURFACE TREATMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. SCOPE OF WORK

This Section includes the following: Furnish all labor, materials, equipment and services for completion of the following:

1. Fill and Backfill
2. Concrete Work
3. Bituminous Concrete Work
4. Tennis Court Paving and Surface Treatment
5. Tennis Equipment
6. Crack Repair

1.2 QUALITY ASSURANCE

A. Installer Qualifications: Engage experienced Installer(s) who has/have successfully completed installations of site furnishings similar in material, design and extent to that indicated for Project.

1. Contractor to provide the Engineer with a list of and the location of the five-warranted systems for review before the start of construction on the entire project.
2. The installation of the bituminous concrete paving base shall be completed on a laser graded/compacted subbase as well as the bituminous concrete paving as per Standard Specifications for Roads, Bridges and Incidental Construction Form 816.

B. Layout and Placement: Prior to installation of furnishings, locate in field and review with Engineer/Landscape Engineer for siting, alignment and grade relationships prior to placement. Subbase grading and compactions of pavement bases shall be laser graded and verified by a Connecticut Registered Professional Surveyor. Final bituminous concrete paving shall be installed and laser set grades shall also be certified by a Connecticut Registered Professional Surveyor as meeting the grades required before the start of the installation of fencing and the synthetic court surfaces.

C. Warranty: Installer shall provide, protect and install furnishings in a manner, which does not void any manufacturer's warranties for construction or safety.

1. The finished tennis surface shall have a written warranty covering the labor and materials from the contractor and the manufacturer respectively. The surfacing contractor shall provide the Engineer with an “authorized applicators certificate” from the manufacturer before the start of construction on the entire project.
 - D. All manufacturers shall have a minimum of 5 years experience in producing site amenities.
 - E. Manufacturers shall submit a list of at least 5 sites where their product is located.
 - F. All metals and woods specified shall conform to standards defined by societies and associations normally associated with technical requirements of materials and their performance standards.
 - G. All products shall be free of cracks, and any other defect at the time of delivery. All units are to be placed in a storage area, protected from damage prior to and during transit to the Owner’s or Contractor’s site within the limits of the project area until which time the Contractor is ready to install the units.
 - H. In the event any of the site improvements or any component are deemed defective and unacceptable, the product(s) shall be replaced at no additional cost to the Owner.
 - I. The Contractor shall be, at a minimum, be responsible for all quality assurance/quality control of horizontal and vertical alignments (direction and grading) and provide all necessary requirements.
 - J. The Plexiflor System material requirements are the standard specification to which other surfaces must conform. Any products to be approved as an equal to the specified product must conform to the materials and application requirements of this specification. Any binders, to be considered equal, must have written confirmation by the manufacturer that they have been produced specifically for use in court surfacing construction. Systems to be considered equivalent must be accompanied by stamped certification from a licensed testing laboratory that the substitute products have passed the appropriate tests to determine equality. The results of that testing shall be submitted to the Engineer for review prior to the start of construction.

1.4 SUBMITTALS

- A. Provide product information for the following products:
 1. Tennis Court Surface Treatment
 2. Tennis Court Net System
 3. Armor Crack Repair System

1.5 DELIVERY, STORAGE AND HANDLING

- A. Protect furnishings against soilage and damage during storage and construction by use of padding or barriers as required to maintain furnishings in undamaged condition.
- B. Review finishes and structures of furnishings prior to, during and after installation for blemishes, defects or inconsistencies that may be subject to rejection by the Landscape Engineer. Remove from the site unsatisfactory furnishings and replace at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 TENNIS COURT SURFACE

- A. Plexipave Court Patch Binder - shall comply with Specification 10.14 of California Products Corporation or approved equal.
- B. Plexipatch - shall comply with Specification 10.21 of California Products Corporation or approved equal.
- C. Acrylic Resurfacer - shall comply with Specification 10.8 of California Products Corporation or approved equal.
- D. Plexipave Color Base - shall comply to Specification 10.5 of California Products Corporation or approved equal.
- E. Plexichrome - shall comply to Specification 10.1 of California Products Corporation or approved equal.
- F. Pexicolor Line Paint - shall comply with Specification 10.4 of California Products Corporation or approved equal.
- G. Water - water used in all mixtures shall be fresh and potable.
- H. Finish color of the Plexipave System or equal and line paint shall be a stock color as selected by the Owner.

2.2 CENTER STRAPS

- A. Provide standard permanent center strap anchors of 100% synthetic nylon webbing; complete with all hardware: MacGregor MTC Strap or approved equal.

2.3 TENNIS NETS

- A. Provide a tournament quality tennis net at each tennis court of the appropriate length to match court width. Nets shall be compatible with tennis net posts and center strap.
 - 1. Headbands shall be quadruple-stitched heavy duty two-ply polyester web; 34 oz. min.
 - 2. Cable: 3/16" steel cable vinyl-coated with 3,800 lb. test strength.
 - 3. Net: 3.5mm braided black knotless nylon weather treated with Nyothene for ultra-violet moisture protection. Break strength over 300 lbs. Double rows of netting for the top 5 rows under the headband, along the entire strength of net.
 - 4. Side and bottom tapes of HD vinyl-coated nylon-locked stitched to body for durability.
 - 5. Side pockets to be grommeted with dowels made of HD metal or fiberglass for even tension.

2.4 WIND SCREENS

- A. Contractor shall provide and install Jaypro Model No. OMT-9 vented windscreen or approved equal along the entire north, east, west and south sides of the reconditioned four (4) tennis courts.
- B. Windscreen to consist of 5.5 oz. per square yard woven green polypropylene fabric with reinforced edges and #2 brass grommets every 18" inches.
- C. Provide nine (9) foot windscreens with vents for perimeter 10-foot chain link fence around tennis court and on fence between courts, color to be chosen by Athletic Director and Landscape Engineer.

PART 3 - EXECUTION

3.1 GENERAL

- A. Execution and installation shall meet or exceed the minimum requirements as depicted on the Contract Documents.
- B. Meet or exceed all requirements as outlined by the manufacturer.
- C. The Contractor shall be, at a minimum, responsible for all quality assurance/quality control of horizontal and vertical alignments (direction and grading) and provide all

necessary requirements.

3.2 TENNIS COURT SURFACE

A. Surface Preparation

1. The surface to be coated shall be sound, smooth of uniform texture, and free from dust, dirt, grease, or oils and any other deleterious materials. Prior to the application of surfacing materials, the entire surface should be flooded and checked for minor depressions or irregularities. Any puddle area covering a nickel shall be marked and repaired with Court Patch Binder after all cracks are treated with Armor Crack or approved equal system, using the following mix:

- a. 100 lbs. 60 - 80 mesh silica sand (dry).
- b. 3 gallons Plexipave Court Patch Binder.
- c. 1 to 2 gallons Portland Cement (dry), (depending on humidity and temperature).

2. Tack coat consisting of 1 part Court Patch Binder and 2 parts water shall be applied to the patch areas and allowed to dry thoroughly prior to patching. See California Products Specifications 10.14 and 10.21.

- a. Repair cracks with Armor Crack or equivalent repair system.
- b. After patching and crack repair, the surface shall not vary more than 1/8" inch in ten feet measured in any direction.

B. Surface Course Preparation

1. In order to provide a summary dense underlayment for the final Plexipave system, contractor shall include one application of California Products Acrylic Resurfacer applied to the surface to obtain a coverage of 15 - 20 sq. yds. per gallon, (.07 - .05 gallons per square yard). No application shall be covered by a succeeding application until thoroughly cured. Dilution with water and sand is required utilizing the following mix:

- | | |
|----------------------------|-------------------|
| a. Acrylic Resurfacer | 55 gallons |
| b. Water (clean & potable) | 20 - 40 gallons |
| c. Sand (60 - 80 Mesh) | 600 - 900 lbs. |
| d. Liquid Yield | 112 - 138 Gallons |

C. Fortified Plexipave

1. Fortified Plexipave shall be applied by rubber bladed squeegee on the clean dry surface in 3 applications to obtain a total quantity of not less than .15 nor more than .23

gallons per sq. yd. of area, based on material prior to any dilution. No application shall be covered by a succeeding application until thoroughly cured. Fortified Plexipave can be job mixed as follows:

- a. Plexipave Color Base 30 gallons
- b. Plexichrome 20 gallons
- c. Water (clean & potable) 20 gallons

The diluted material shall be homogeneous. Segregation before or during application shall not be permitted.

2. The finished surface shall have a uniform appearance and be free from ridges and tool marks.

3. Four hours minimum after completion of the color resurfacing, 2” inch wide playing lines shall be accurately located, marked, and painted with Plexicolor Line Paint as specified by the U.S. Tennis Association.

D. Limitations

1. No parts of the construction involving the Plexipave System shall be conducted during rainfall or when rainfall is imminent. The air temperature must be at least 50 degrees F and rising. Do not apply system when surface temperature is above 140 degrees F.

3.3 TENNIS COURT NETS

A. Provide nets to owner complete with manufacturers warranty information.

3.4 WIND SCREENS

A. Provide and install wind screens as per manufacturer’s specifications.

3.5 CLEAN UP AND MAINTENANCE

A. Upon completion of all work, the Contractor shall remove all containers, surplus materials, and debris; the site will be left in a clean orderly manner acceptable to the Engineer and Owner.

B. The Contractor shall provide the Owner written maintenance requirements and review those requirements with the Owner at the completion of the project.

**APPENDIX A
DEPARTMENT OF PUBLIC WORKS LICENSE AND PERMIT
REQUIREMENTS**

To All Contractors Working in East Hartford - LICENSE AND PERMIT REQUIREMENTS:

Over the years, many contractors have come to our office to obtain a permit, found that something has been missing in their file, and walked away empty-handed. This situation has caused confusion and lost time, especially when time is of the essence.

In an effort to avoid lost time on both of our sides, we have prepared a list of required items. These items must be up to date and properly executed in order for us to issue a permit. If you are not sure about any item, call ahead. Your cooperation will improve efficiency and is greatly appreciated.

The following information and documentation is required from all contractors performing work on Town property.

Also, in addition to the normal State Permit, any work performed on State of Connecticut property, other than the actual paved roadway (curb to curb), will require a Town permit.

1. Certificate of Insurance

- a. The original signed certificate of insurance form must be on file in the Engineering Division.
- b. The certificate must contain the following language: "The Town of East Hartford, its officials, employees and volunteers are named as additional insured's as respects all liability arising out of the permit activities of the business".
- c. The certificate must contain the following liabilities limits:
Broad Form CGL: \$1,000,000.00
Business Auto Liability: \$1,000,000.00
Worker's Compensation: As required by State Law.
- d. The cancellation clause must not be less than 30 days.

2. Hold Harmless Agreement

A "Hold Harmless Agreement" form must be on file with the Engineering Division. (Town form supplied)

3. Bonds

- a. RENEWAL CERTIFICATES ARE NOT ACCEPTABLE.
- b. Bonds must be on Town's Bond Form. Original form must be filed with the Engineering Division.
- c. Bonds must be signed, sealed, and dated by person named on power of attorney and also by contractors (President or Secretary for Contractors). For corporations, the corporate seal will be required. A Power of Attorney form must be attached to the bond with the same date as the bond. Contractors name must be printed. At least two witnesses must sign the bond.
- d. All signatures including witnesses must have printed names and titles below signatures.
- e. The bonding company must be approved to do business in the State of Connecticut.

All of the information noted above must be submitted and approved by the Town's Corporation Counsel Office and Risk Manager prior to the issuance of any licenses or permits. The approval process will require a minimum of forty-eight hours.

4. License (Apply for in person when Bond and Insurance are approved.)

- a. A valid "Town License" certificate must be on file with the Engineering Division. (Town Form.)
- b. The fee for an annual license is \$35.00
- c. All licenses shall expire on December 31st of the year that they are issued.

5. Permit Application form (Town Form, available in the office, or on the East Hartford website)

- a. Each permit will require a filled-out and signed application.
- b. All excavation, driveway, and sidewalk permits will require a "Call Before You Dig" number for the project.
- c. All contractors working for the utility companies will be required to provide a work order number for the project.

Blank "Town Forms" are available in the Engineering Division Office.
Most forms available to download on "www.easthartfordct.gov"

Permit Fee Schedule: Driveway and Sidewalk Permits - \$50.00/per location

Excavation Permits - \$50.00/per permit (permit holder is responsible for permanent pavement repairs in accordance with Town Specifications)

Road Closure/Detour Permits - \$35.00

HOLD HARMLESS AGREEMENT

_____, in consideration of a permit
(Name of Permittee/Licensee)

or license issued to it by the Town of East Hartford on _____, hereby
(Date)

covenants and agrees to and shall, at all times, indemnify, protect and save harmless and defend the Town from and against all costs or expenses resulting from any and all losses, damages, detriment, suits, claims, demands, costs and charges, including attorneys' fees, if any, which the Town may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to such license or permit or any activities in connection with said license or permit, whether such losses and damages be suffered or sustained by the Town directly or by its employees, licensees or invitees, or be suffered or sustained by other persons or corporations who may seek to hold the Town liable therefor. The existence (or non-existence) of any insurance coverage purchased by _____
(Permittee/Licensee)

shall in no way affect the Town's rights pursuant to the terms of this agreement.

Signature of Permittee/Licensee: _____

Address: _____

Date: _____



TOWN OF EAST HARTFORD
DRIVEWAY, CURB & WALK LAYER'S BOND

Know ALL MEN BY THESE PRESENT, that _____,
(NAME OF COMPANY)

a _____, (type of organization, e.g. Corp., partnership, sole proprietor, LLC.)

ACTING HEREIN BY _____, ITS _____ as principal,
(PRINTED NAME) (TITLE)

and _____ ACTING HEREIN BY _____,
(BONDING COMPANY) (PRINTED NAME)

its attorney in fact pursuant to the attached Power of Attorney, as surety, are held and firmly bound unto the TOWN OF EAST HARTFORD (The "TOWN"), in the sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, to be paid to the Town, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the above bonded principal has been duly licensed by the Town as a drainlayer for a term beginning on the _____ day of _____, 20____, and ending on _____ day of _____, 20____.

NOW, THEREFORE, IF THE SAID _____ shall well and truly keep and perform, during said term all the terms and conditions of the ordinances of the Town, regulating the laying of private drains, and rules specified by the Director of Public Works relating to driveway apron, and shall indemnify and save harmless the Town and its servants and employees from all suits and actions of every name and description brought against the Town, or any officers of said Town, for or on account of any injuries or damages received or sustained by any person in consequence of or resulting from any work performed by said principal _____ servants or agents, shall faithfully perform said work in all respects and shall also guarantee his work for a period of two years after completion of the latest work performed under a permit obtained pursuant to this Bond, against any failure caused by defective materials, or defective workmanship and will make good such defects, if so ordered, to the satisfaction of the Director of Public Works, and shall comply in all respects with the rules and regulations established by the said Director,

relative to such work, and with the terms of the permits that may be issued to him, and shall also pay all fines imposed upon him for violation of any such rule, or regulations, then this obligation shall be of no effect, otherwise, it shall remain in full force and virtue.

DATED AT _____, this _____ day of _____, 20_____.

SIGNED, SEALED AND WITNESSED IN THE PRESENCE OF:

WITNESS OF PRINCIPAL:

(Signature)

(Printed Name)

PRINCIPAL:

BY _____ (SEAL)
(Signature)

(Printed Name)

ITS _____
(Title)

WITNESS OF SURETY:

(Signature)

(Printed Name)

SURETY:

BY _____ (SEAL)
(Signature)

(Printed Name)

ITS _____
(Title)



TOWN OF EAST HARTFORD
DRAIN LAYER'S BOND

Know ALL MEN BY THESE PRESENT, that _____,
(NAME OF COMPANY)

a _____, (type of organization, e.g. Corp., partnership, sole proprietor, LLC,)

ACTING HEREIN BY _____, ITS _____ as principal,
(PRINTED NAME) (TITLE)

and _____ ACTING HEREIN BY _____,
(BONDING COMPANY) (PRINTED NAME)

its attorney in fact pursuant to the attached Power of Attorney, as surety, are held and firmly bound unto the TOWN OF EAST HARTFORD (The "TOWN"), in the sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, to be paid to the Town, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the above bonded principal has been duly licensed by the Town as a drainlayer for a term beginning on the _____ day of _____, 20____, and ending on _____ day of _____, 20____.

NOW, THEREFORE, IF THE SAID _____ shall well and truly keep and perform, during said term all the terms and conditions of the ordinances of the Town, regulating the laying of private drains, and rules specified by the Director of Public Works relating to driveway apron, and shall indemnify and save harmless the Town and its servants and employees from all suits and actions of every name and description brought against the Town, or any officers of said Town, for or on account of any injuries or damages received or sustained by any person in consequence of or resulting from any work performed by said principal _____ servants or agents, shall faithfully perform said work in all respects and shall also guarantee his work for a period of one year after completion of the latest work performed under a permit obtained pursuant to this Bond, against any failure caused by defective materials, or defective workmanship and will make good such defects, if so ordered, to the satisfaction of the Director of Public Works, and shall comply in all respects with the rules and regulations established by the said Director,

relative to such work, and with the terms of the permits that may be issued to him, and shall also pay all fines imposed upon him for violation of any such rule, or regulations, then this obligation shall be of no effect, otherwise, it shall remain in full force and virtue.

DATED AT _____, this _____ day of _____, 20_____.

SIGNED, SEALED AND WITNESSED IN THE PRESENCE OF:

WITNESS OF PRINCIPAL:

(Signature)

(Printed Name)

PRINCIPAL:

BY _____ (SEAL)
(Signature)

(Printed Name)

ITS _____
(Title)

WITNESS OF SURETY:

(Signature)

(Printed Name)

SURETY:

BY _____ (SEAL)
(Signature)

(Printed Name)

ITS _____
(Title)

INSTRUCTIONS FOR FILLING OUT A
TOWN OF EAST HARTFORD BOND
(for Driveway, Curb and Walk Layer's or Drain Layer's Bond)

Know ALL MEN BY THESE PRESENT, that _____ (1) _____,
(NAME OF CONTRACTOR)
a _____ (2) _____, (type of organization, e.g. Corp., partnership, sole proprietor, LLC,) ACTING HEREIN BY _____ (3) _____, ITS _____ (4) _____ as principal,
(PRINTED NAME) (TITLE)
and _____ (5) _____ ACTING HEREIN BY _____ (6) _____,
(BONDING COMPANY) (PRINTED NAME)
its attorney in fact pursuant to the attached Power of Attorney, as surety, are held and firmly bound unto the TOWN OF EAST HARTFORD (The "TOWN"), in the sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, to be paid to the Town, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the above bonded principal has been duly licensed by the Town as a drainlayer for a term beginning on the (7a) day of (7b), 20(7c) and ending on (8a) day of (8b), 20(8c)

NOW, THEREFORE, IF THE SAID _____ (9) _____ shall well and truly keep and perform, during said term all the terms and conditions of the ordinances of the Town, regulating the laying of private drains, and rules specified by the Director of Public Works relating to driveway apron, and shall indemnify and save harmless the Town and its servants and employees from all suits and actions of every name and description brought against the Town, or any officers of said Town, for or on account of any injuries or damages received or sustained by any person in consequence of or resulting from any work performed by said principal _____ (10) _____ servants or agents, shall faithfully perform said work in all respects and shall also guarantee his work for a period of XXX year after completion of the latest work performed under a permit obtained pursuant to this Bond, against any failure caused by defective materials, or defective workmanship and will make good such defects, if so ordered, to the satisfaction of the Director of Public Works, and shall comply in all respects with the rules and regulations established by the said Director,

relative to such work, and with the terms of the permits that may be issued to him, and shall also pay all fines imposed upon him for violation of any such rule, or regulations, then this obligation shall be of no effect, otherwise, it shall remain in full force and virtue.

DATED AT _____ (11) _____, this (12a) day of (12b) _____, 20 (12c)

SIGNED, SEALED AND WITNESSED IN THE PRESENCE OF:

WITNESS OF PRINCIPAL:

_____ (15a) _____
(Signature)

_____ (15b) _____
(Printed Name)

PRINCIPAL:

BY _____ (13a) _____ (SEAL)
(Signature)

_____ (13b) _____
(Printed Name)

ITS _____ (13c) _____
(Title)

WITNESS OF SURETY:

_____ (16a) _____
(Signature)

_____ (16b) _____
(Printed Name)

SURETY:

BY _____ (14a) _____ (SEAL)
(Signature)

_____ (14b) _____
(Printed Name)

ITS _____ (14c) _____
(Title)

INSTRUCTIONS FOR FILLING OUT A TOWN OF EAST HARTFORD BOND

TYPE OR WRITE IN:

- (1) the **full legal name of the contractor**.
- (2) the contractor's **form of organization**.(ex., Corporation, Limited Liability Company, Partnership, Sole Proprietor)
- (3) the **name of the person** who is authorized by the contractor to sign as principal on page 2.
- (4) the **correct title** of the person named in (3). (ex., Corporations [President, Vice President, Secretary, Treasurer], LLC [Member or Managing Member], Partnership [Partner, General Partner].
- (5) the **name of the bonding (insurance) company**. (The full name of the underwriting company must appear; not the name of the agent, agency or broker.)
- (6) the **name of the authorized Agent** at the bonding company who will be signing the Bond on page 2 under "SURETY". *See (14a,b,c)*.
- (7a,b,c) the **beginning date** of the Bond's term of coverage.
- (8a,b,c) the **ending date** of the Bond's term of coverage.
- (9) the **full legal name of the contractor** - *same as (1)*.
- (10) the **full legal name of the contractor** - *same as (1)*.
- (11) the **city and state** where the Bond was produced.
- (12a,b,c) the **day, month** and **year** the Bond was produced.

THEN:

- (13a,b,c) The Principal - *same as (3)* - must fill in **Signature, Printed Name**, and **Title** - *same as (4)*, and affix the corporate **SEAL**, if a corporation.
- (14a,b,c) The authorized Agent – *same as (6)* – must fill in **Signature, Printed Name**, and **Title**, ("*Attorney In Fact*"), and affix the company **SEAL**.
- (15a,b) The person witnessing the Principal's signature – *see (13a)* – must **sign** and **print** his/her **name**.
- (16a,b) The person witnessing the Agent's signature – *see (14a)* – must **sign** and **print** his/her **name**.

ALSO:

- The Bond must be filled out completely, including signatures. Do not leave any spaces blank.
- A **Power of Attorney** form must be attached to the Bond with the same date as the Bond.
- The person named on the **Power of Attorney** must be the same as (6) & (14).

RULES PERTAINING TO EXCAVATION PERMITS:

In consideration of the grant by the Town of East Hartford of an Excavation Permit, the undersigned agrees, for itself and its agents, assigns, employees, contractors and/or subcontractors to adhere to the following rules while carrying out the work detailed in its application for such permit:

1. The road or roads on or around the work area will not be closed to traffic at any time while the work is being carried out. At least one lane, wide enough to permit the safe passage of all vehicles, shall be maintained fully open at all times.
2. Traffic on roads on or around the work areas will not be detoured prior to receipt of express permission to do so from the Director of Public Works. If the detouring of traffic becomes necessary, the undersigned will submit for approval by the Director of Public Works a detailed plan showing signs, arrangement of traffic lanes, number of flag persons to be used at the detour, the period of time during which traffic will be detoured and any other safety measures that may be ordered by the Director.
3. Any and all portions of the road(s) disturbed by the applicant and/or its agents, assigns, employees, contractor and/or sub-contractors shall be speedily restored to their original condition in accordance with the Temporary Patch detail plan or as directed by the Director of Public Works.
4. In the event the Town is required to repair, alter or improve any temporary patch or patches installed by the applicant on Town roads, the applicant will reimburse the Town for all costs of such work.
5. Applicant will comply with all laws, ordinances, rules and regulations of the Town and/or State while carrying out the work detailed in its application and permit. Applicant agrees that it will promptly comply with any and all requests and/or orders related to such work issued by the Town and will hold the Town harmless for any and all injuries, (including death), and/or damage to property related to its work which may occur while such work is being carried out for its benefit.
6. The excavation permit shall become null and void if the work for which such permit has been issued is not commenced within thirty (30) calendar days from the date of issue.
7. Any failure by the applicant, its agents, assigns, employees, contractors and/or sub-contractors to adhere to the preceding rules will result in immediate revocation of the excavation permit. In addition, such failure will result in denial by the Town of further excavation permits to the applicant.

IMPORTANT! After completing items 1-11 on front, and reading the "Rules Pertaining to Excavation Permits" above, SIGN AND DATE BELOW, MAKE CHECK PAYABLE TO "TOWN OF EAST HARTFORD", AND SUBMIT TO THE ENGINEERING DIVISION, TOWN OF EAST HARTFORD, 740 MAIN STREET, EAST HARTFORD, CT 06108.

ALL WORK REQUESTED BY THIS APPLICATION SHALL BE AUTHORIZED BY THE TOWN OF EAST HARTFORD PRIOR TO COMMENCEMENT AND SHALL BE CARRIED OUT ACCORDING TO THE REGULATIONS AND BY-LAWS OF THE TOWN OF EAST HARTFORD.

APPLICANT SIGNATURE: _____ DATE: _____

PRINT NAME: _____

(OFFICE USE ONLY)

CURRENT BOND: Driveway, Curb, & Walk Layer's Drain Layer's

CURRENT CERTIFICATE OF INSURANCE:

CURRENT LICENSE & HOLD HARMLESS AGREEMENT:

Driveway apron replacement: Yes No

8" reinforced concrete sidewalk required: Yes No

Inland Wetlands / Buffer Zone _____

Site Review _____

Zoning Approval (Inspections & Permits) _____

This application is hereby: APPROVED DISAPPROVED APPROVED W/CONDITIONS

BY: _____ **DATE:** _____ **EXP. DATE:** _____

CONDITIONS: _____

**APPENDIX B
LOCAL PERMITS**

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7380
Fax: 860 289-0831

740 Main Street
East Hartford, Connecticut 06108



ENGINEERING DIVISION

June 25, 2014

Mr. Timothy Bockus
Director of Public Works
Town of East Hartford
840 Main Street
East Hartford, CT 06108

**Re: Tennis Court Rehabilitation
East Hartford High School
869 Forbes Street, East Hartford**

Dear Mr. Bockus:

This letter is to notify you that at the June 24, 2014 meeting of the Inland-Wetlands-Environment Commission of the Town of East Hartford, the Commission has approved the following:

Approved Application 2014-008 of the Town of East Hartford to conduct a regulated activity in the inland wetlands upland review area for the rehabilitation of the tennis courts at East Hartford High School located at 869 Forbes Street, East Hartford.

This application was granted with the following conditions:

1. The permit is non-transferable without the written consent of the Town of East Hartford Inland Wetlands – Environment Commission.
2. Soil sedimentation and erosion controls acceptable to the Town Engineer are to be maintained at all times.
3. All work in the Inland Wetlands and/or Inland Wetland Upland Review Area shall be commenced within five (5) years from the effective date. The activity shall be completed within two (2) years from the commencement of the activity.
4. Written notice shall be submitted to the Town Engineer 48 hours prior to the starting date of the approved activity.
5. In evaluating this application, the Inland Wetlands - Environment Commission has relied on information provided by the applicant, and if such information subsequently proves to be false, deceptive, incomplete and/or inaccurate, this permit shall be modified, suspended, or revoked.

6. Approval is granted based on the maps submitted with the application with plans dated May 14, 2014.

Sincerely,



M. Denise Horan, P.E.
Designated Agent for the Inland
Wetlands-Environment Commission

Copy to: Michael Dayton, Town Planner
Greg Grew, Director of Inspections & Permits

MARCIA A. LECLERC,
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7300
Fax: 860 291-7298

740 Main Street
East Hartford, Connecticut 06108

DEVELOPMENT
DEPARTMENT

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

June 26, 2014

Town of East Hartford
Attn: Tim Bockus, Public Works Director
740 Main Street
East Hartford CT 06108

RE: Town Planning and Zoning Commission
869 Forbes Street, aka East Hartford High School
East Hartford, CT

Dear Sir or Madam:

This letter is to notify you of the results of the Town Planning and Zoning Commission's meeting on June 25, 2014 regarding the following:

SITE PLAN APPLICATION – 869 Forbes Street aka East Hartford High School, Reconstruction and surface rehabilitation of existing tennis courts and installation of a perimeter sidewalk,
Applicant: Town of East Hartford, Department of Public Works

The Commission voted to **approve** the above site plan application.

Please contact me at 860-291-7301 if you should have any questions.

Sincerely,



Michael J. Dayton
Town Planner

xc: Greg Grew, Director of Permits and Inspections
Eileen Buckheit, Director of Development
File

MARCIA A. LECLERC,
MAYOR

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

Phone: 860 291-7300
Fax: 860 291-7298

DEVELOPMENT
DEPARTMENT

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

June 26, 2014

Town of East Hartford
Attn: Tim Bockus, Public Works Director
740 Main Street
East Hartford CT 06108

RE: Town Planning and Zoning Commission
869 Forbes Street, aka East Hartford High School
East Hartford, CT

Dear Sir or Madam:

This letter is to notify you of the results of the Town Planning and Zoning Commission's meeting on June 25, 2014 regarding the following:

SOIL EROSION AND SEDIMENTATION CONTROL APPLICATION – 869 Forbes Street aka East Hartford High School, Reconstruction and surface rehabilitation of existing tennis courts and installation of a perimeter sidewalk.

Applicant: Town of East Hartford, Department of Public Works

The Commission voted to **approve** the above soil erosion and sedimentation control application.

Please contact me at 860-291-7301 if you should have any questions.

Sincerely,



Michael J. Dayton
Town Planner

xc: Greg Grew, Director of Permits and Inspections
Eileen Buckheit, Director of Development
File

MARCIA A. LECLERC,
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7300
Fax: 860 291-7298

DEVELOPMENT
DEPARTMENT

740 Main Street
East Hartford, Connecticut 06108



**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

June 26, 2014

Town of East Hartford
Attn: Tim Bockus, Public Works Director
740 Main Street
East Hartford CT 06108

RE: Town Planning and Zoning Commission
869 Forbes Street, aka East Hartford High School
East Hartford, CT

Dear Sir or Madam:

This letter is to notify you of the results of the Town Planning and Zoning Commission's meeting on June 25, 2014 regarding the following:

8-24 Referral

Tennis Court Improvements at 869 Forbes Street, aka East Hartford High School
Applicant: Town of East Hartford, Department of Public Works

The Commission voted to **approve** the above 8-24 referral for the tennis court improvements at East Hartford High School located at 869 Forbes Street.

Please contact me at 860-291-7301 if you should have any questions.

Sincerely,

Michael J. Dayton
Town Planner

xc: Greg Grew, Director of Permits and Inspections
Eileen Buckheit, Director of Development
File

**APPENDIX C
CONNECTICUT DEPARTMENT OF LABOR
WAGE RATES**

Project: East Hartford High School Tennis Court Renovation

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

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

ID#: H 21392

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: 16-13

Project Town: East Hartford

FAP Number:

State Number:

Project: East Hartford High School Tennis Court Renovation

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	28.34
2) Carpenters, Piledrivermen	31.45	23.54

As of: Tuesday, November 03, 2015

Project: East Hartford High School Tennis Court Renovation

2a) Diver Tenders	31.45	23.54
-------------------	-------	-------

3) Divers	39.91	23.54
-----------	-------	-------

03a) Millwrights	31.84	23.99
------------------	-------	-------

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	45.95	19.35
--	-------	-------

4a) Painters: Brush and Roller	31.52	19.35
--------------------------------	-------	-------

4b) Painters: Spray Only	34.52	19.35
--------------------------	-------	-------

4c) Painters: Steel Only	33.02	18.55
--------------------------	-------	-------

As of: Tuesday, November 03, 2015

Project: East Hartford High School Tennis Court Renovation

4d) Painters: Blast and Spray 34.52 19.35

4e) Painters: Tanks, Tower and Swing 33.52 19.35

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 38.20 23.72 + 3% of gross wage

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 34.47 31.09 + a

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) 40.62 28.91

---LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 27.85 18.30

As of: Tuesday, November 03, 2015

Project: East Hartford High School Tennis Court Renovation

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	28.10	18.30
---	-------	-------

10) Group 3: Pipelayers	28.35	18.30
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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	28.35	18.30
--	-------	-------

12) Group 5: Toxic waste removal (non-mechanical systems)	29.85	18.30
---	-------	-------

13) Group 6: Blasters	29.60	18.30
-----------------------	-------	-------

Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	28.85	18.30
---	-------	-------

Group 8: Traffic control signalmen	16.00	18.30
------------------------------------	-------	-------

As of: Tuesday, November 03, 2015

Project: East Hartford High School Tennis Court Renovation

Group 9: Hydraulic Drills	28.60	18.30
---------------------------	-------	-------

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

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	18.30 + a
---	-------	-----------

13b) Brakemen, Trackmen	31.28	18.30 + a
-------------------------	-------	-----------

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

14) Concrete Workers, Form Movers, and Strippers	31.28	18.30 + a
--	-------	-----------

15) Form Erectors	31.60	18.30 + a
-------------------	-------	-----------

As of: Tuesday, November 03, 2015

Project: East Hartford High School Tennis Court Renovation

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

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	18.30 + a
---	-------	-----------

17) Laborers Topside, Cage Tenders, Bellman	31.17	18.30 + a
---	-------	-----------

18) Miners	32.22	18.30 + a
------------	-------	-----------

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

18a) Blaster	38.53	18.30 + a
--------------	-------	-----------

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	18.30 + a
---	-------	-----------

As of: Tuesday, November 03, 2015

Project: East Hartford High School Tennis Court Renovation

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	18.30 + a
---	-------	-----------

21) Mucking Machine Operator	39.11	18.30 + a
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---TRUCK DRIVERS---(*see note below)

Two axle trucks	28.58	20.24 + a
-----------------	-------	-----------

Three axle trucks; two axle ready mix	28.68	20.24 + a
---------------------------------------	-------	-----------

Three axle ready mix	28.73	20.24 + a
----------------------	-------	-----------

Four axle trucks, heavy duty trailer (up to 40 tons)	28.78	20.24 + a
--	-------	-----------

As of: Tuesday, November 03, 2015

Project: East Hartford High School Tennis Court Renovation

Four axle ready-mix	28.83	20.24 + a
<hr/>		
Heavy duty trailer (40 tons and over)	29.03	20.24 + a
<hr/>		
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.83	20.24 + a
<hr/>		
---POWER EQUIPMENT OPERATORS---		
<hr/>		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	37.55	23.05 + a
<hr/>		
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)	37.23	23.05 + a
<hr/>		
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	36.49	23.05 + a
<hr/>		

As of: Tuesday, November 03, 2015

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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper) 36.10 23.05 + a

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell) 35.51 23.05 + a

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 35.51 23.05 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 35.20 23.05 + a

Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel). 34.86 23.05 + a

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. 34.46 23.05 + a

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder). 34.03 23.05 + a

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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 31.99 23.05 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer),
Robot Demolition Equipment. 31.99 23.05 + a

Group 12: Wellpoint Operator. 31.93 23.05 + a

Group 13: Compressor Battery Operator. 31.35 23.05 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough
Terrain). 30.21 23.05 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding
Machine Operator; Heater Operator. 29.80 23.05 + a

Group 16: Maintenance Engineer/Oiler 29.15 23.05 + a

As of: Tuesday, November 03, 2015

Project: East Hartford High School Tennis Court Renovation

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	33.46	23.05 + a
---	-------	-----------

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	31.04	23.05 + a
---	-------	-----------

**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	45.43	6.25%+19.20
--	-------	-------------

21) Heavy Equipment Operator	40.89	6.25%+17.18
------------------------------	-------	-------------

22) Equipment Operator, Tractor Trailer Driver, Material Men	38.62	6.25%+16.68
--	-------	-------------

As of: Tuesday, November 03, 2015

Project: East Hartford High School Tennis Court Renovation

23) Driver Groundmen 24.99 6.25%+10.87

23a) Truck Driver 34.07 6.25%+15.41

---LINE CONSTRUCTION---

24) Driver Groundmen 30.92 6.5% + 9.70

25) Groundmen 22.67 6.5% + 6.20

26) Heavy Equipment Operators 37.10 6.5% + 10.70

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

As of: Tuesday, November 03, 2015

Project: East Hartford High School Tennis Court Renovation

28) Material Men, Tractor Trailer Drivers, Equipment Operators 35.04 6.5% + 10.45

As of: Tuesday, November 03, 2015

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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 \$2.00 premium in addition to the hourly wage rate and benefit contributions:

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

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

3) Cranes (under 100 ton rated capacity)

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

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

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

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

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

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

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

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

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

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

As of: Tuesday, November 03, 2015

Project: East Hartford High School Tennis Court Renovation

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

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

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

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

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

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

As of: Tuesday, November 03, 2015

APPENDIX D
CHRO REQUIREMENTS FOR LARGE PROJECTS

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

Phone: 860 291-7270
Fax: 860 289-0831

PURCHASING DEPARTMENT



Date

XYZ Company
Address
City, ST Zip

Bidder Notification Letter Sample for
Municipal Public Works Projects
Over \$500,000

RE: Bid Number – Project Name
Project Location
SBE/MBE Set-Aside Requirements and Affirmative Action Plan Requirements

Dear xxxx,

As noted in the *Instructions for Construction and/or Labor Service Bids*, this project is subject to Small Business Enterprise (SBE) and Minority Business Enterprise (MBE) set-aside requirements. Twenty-five percent (25%) of the work must be completed by an SBE contractor and twenty-five percent (25%) of that work must be completed by an MBE (which equates to 6.25% of the project total).

Your company has been identified as the bidder of choice for the above referenced project. The work for this project falls under the provisions of CONN. GEN. STAT. Sections 46a-68c and 46a-68d which requires that **prior to the award of this contract by the Town of East Hartford, you must have your company affirmative action plan approved by the Commission on Human Rights and Opportunities**. Enclosed for your convenience is the suggested format for an affirmative action plan to assist in the preparation of your company plan. Should you have any questions regarding the preparation of your plan, you may contact the Contract Compliance Unit at the Commission on Human Rights and Opportunities at (860) 541-4709.

A copy of your plan must be submitted to the Commission on Human Rights and Opportunities within 30 days of your receipt of this letter. The Commission will review your affirmative action plan as required by Sections 46a68j-25 through 29 of the Administrative Regulations of Connecticut State Agencies within 60 days of submission. When the plan is approved, the Commission will notify you and the Town of East Hartford so the contract can be awarded. Please send your affirmative action plan to:

Commission on Human Rights and Opportunities
25 Sigourney Street
Hartford, CT 06106
Attn: Contract Compliance Unit

Addressee

Date

Page 2

You are also instructed to send a copy of the letter transmitting your plan to the Commission on Human Rights and Opportunities to the Purchasing Agent at menman@easthartfordct.gov.

In accordance with CONN. GEN. STAT. Section 46a-68d, the Commission on Human Rights and Opportunities may provide for the conditional acceptance of an affirmative action plan, provided written assurances are given by the contractor that it will amend its plan to conform to affirmative action requirements. In such case, the Town of East Hartford is required to withhold two percent (2%) of the total contract price per month from any payment made to the contractor until such time as the contractor has developed an affirmative action pan and received approval of the Commission on Human Rights and Opportunities.

Please call me at (860) 291-7270 with any questions. Thank you for your time on this matter.

Yours truly,

Michelle Enman
Purchasing Agent

C: Contract Compliance Unit CHRO

AFFIRMATIVE ACTION PLAN (AAP) FORMAT
Effective 08/15/2010

COVER PAGE

Company Name: _____

Company Address: _____

Telephone No.: _____

FAX No.: _____

E-mail Address: _____

Web Site Address: _____

Date Submitted: _____

AAP Prepared By: _____
(Please Print)

(Please Print)
 Name of AA/EOE Officer

(Please Print)
 Name and Title of the Head of the Company

This Affirmative Action Plan is submitted for: _____
(Name of Project)

State Contract Number: _____

Awarding Agency: _____

Contract Value: _____

M/W/DisBE Value as Assigned by the Awarding Agency: _____

SBE Value as Assigned by the Awarding Agency: _____

TABLE OF CONTENTS

Note: An Affirmative Action Plan (AAP) that meets all the requirements of the following sections, must be filed for *each* state project.

ANY SUBMISSION THAT DOES NOT STRICTLY ADHERE TO THIS AAP'S FORMATTING WILL NOT BE REVIEWED.

ANY SECTION THAT DOES NOT INCLUDE A RESPONSE TO SAID SECTION AND/OR ITS SUBSECTIONS HEREIN WILL BE DISAPPROVED.

Section Number/Title:	Page Number:
1. Policy Statement	3
2. Internal Communications	5
3. External Communications	6
4. Assignment of Responsibility	7
5. Organizational Analysis	8
6. Workforce Analysis	9
7. Availability and Utilization Analysis	14
8. Project Description, Timeline and Trades Involved	24
9. Employment Analysis	25
10. Apprenticeship Training	28
11. Subcontractor Availability Analysis	29
12. Minority Business Enterprise Project Goals and Timetable	33
13. Minority Business Enterprise Assistance and Innovative Programs	36
14. Project Reporting and Monitoring Procedures	37
15. Concluding Statement	47

SECTION 1

Affirmative Action/Equal Opportunity Employment (AA/EOE) Policy Statement

Point of Statutory and/or Regulatory Reference: Conn. Gen. Stat. Sections 4a-60(a)(1),4a-60a(a)(1); 46a-68c, 46a-68d , P.A. 07-142, Contract Compliance Regulations Section 46a-68j-27(1)

Contractors shall create a policy statement that includes, but is not limited to, the following information:

- A. Identify the individual assigned affirmative action responsibilities;
- B. Affirm the Contractor’s commitment to achieve Equal Opportunity Employment through affirmative action for certain defined protected classes of persons;
- C. Pledge the Contractor’s best good faith efforts to attain the objectives of the plan [Sec 46a-68j-27(1)].

INSTRUCTIONS:

On the next page is an EXAMPLE of an *Affirmative Action/Equal Opportunity Employment (AA/EOE) Policy Statement* that illustrates what may be included in your company’s *AA/EOE Policy Statement*.

NOTE: If your company’s *AA/EOE Policy Statement* lists the protected classes or if it lists each basis (that under Connecticut Law) an employer cannot discriminate then your lists must be inclusive (for an up to date listing of prohibited forms of employment discrimination, please refer to the *Discrimination Is Illegal* notice.)

This policy statement must be signed and dated by the head of the company. The signature must be original.

SAMPLE

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT POLICY STATEMENT

It is the policy and practice of XYZ Company to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process, in areas including but not limited to recruiting, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation.

XYZ Company is an Affirmative Action/Equal Opportunity Employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to age, ancestry, color, marital status (including civil union status), national origin, race, religious creed, sex, sexual orientation, mental retardation, learning disability, present or past history of mental disorder, mental disability or physical disability including, but not limited to, blindness, unless it is shown that such disability prevents performance of the work involved.

This policy and practice applies to all persons, particularly those who are members of the protected classes identified as being Black, Hispanic and others such as Asian, Native American, etc., and Women and Persons with Disabilities. XYZ Company will implement, monitor and enforce this *Affirmative Action/Equal Opportunity Employment Policy Statement* and program in conjunction with all applicable Federal and State laws, regulations and executive orders.

In order to implement our Affirmative Action/Equal Opportunity Employment Program, XYZ Company will develop written strategies and plans designated to correct any deficiencies identified. Furthermore, this policy statement, as well as the Labor and Antidiscrimination Poster, shall be posted and otherwise made known to all workers in the company’s home office, each satellite office, and at each job site. Managers and supervisory staff will be advised of their responsibilities to ensure the success of this program.

Ultimate responsibility for this Affirmative Action/Equal Opportunity Employment Program will be with the (Insert Head of Company’s Official). The day-to-day duties for the plan will be coordinated by (Insert the name of the company’s Affirmative Action/Equal Title Opportunity Employment Officer), who is hereby designated the Affirmative Action/Equal Opportunity Employment Officer for XYZ Company.

I have expressly advised (Insert the name of the company’s Affirmative Action/Equal Opportunity Employment Officer) of his/her legal responsibilities as XYZ Company’s Affirmative Action/Equal Opportunity Employment Officer pursuant to the Contract Compliance Regulations Section 46a-68j-27(4).

This Affirmative Action Plan has my total support and XYZ Company pledges it best good faith efforts to achieve the objectives of this Affirmative Action Plan. I expect each manager, supervisor and employee of this Company to aid in the implementation of this program and be accountable for complying with the objectives of this Affirmative Action Plan.

Date

(Signature)

Printed Name and Printed Title of Person Signing

SECTION 2
INTERNAL COMMUNICATIONS
Information Provided to Employees/Work Force

Point of Statutory and/or Regulatory Reference: Conn. Gen. Stat. Section 4a-60(a)(3); Contract Compliance Regulations Section 46a-68j-27(2)

The policy statement and a summary of the objectives of the plan shall be posted and otherwise made known to all workers. The plan shall indicate what steps the contractor undertook to make information on the plan available to its workforce [Sec. 46a-68j-27(2)].

An employer, employment agency or labor organization is required to post notices regarding statutory provisions, as the commission shall provide [C.G.S. Sec. 46a54(13)]

An employer with three or more employees is required to post in a prominent and accessible location a notice concerning the illegality of sexual harassment and the remedies available to victims of sexual harassment [C.G.S. § 46a- 54(15)]

INSTRUCTIONS:

1. Describe in your Affirmative Action Plan (AAP) the specific actions your company takes to communicate its Affirmative Action/Equal Opportunity Employment (AA/EOE) Policy Statement (see Section 1) and its AA/EOE hiring commitment to its workers. For example, do you distribute your AA/EOE Policy Statement (found in Section 1) to your new hires during orientation? Do you include a copy of your AA/EOE Policy Statement to all your employees with their paycheck every month? Do you post your AA/EOE Policy Statement in prominent and accessible locations? Please describe the locations.

2. Demonstrate in your AAP, that your company complies with posting requirements prohibiting discrimination by describing in detail where in your business office, and on project sites your company posts the *Discrimination Is Illegal* notice. Please attach a copy of the notice your company posts.

3. Demonstrate in your AAP, that your company complies with posting requirements prohibiting sexual harassment by describing in detail where in your business office, and on project sites your company posts the *Sexual Harassment Is Illegal* notice. Please attach a copy of the notice your company.

NOTE: Please be sure the notices that your company posts are current. You may obtain updated notices on CHRO's website at www.ct.gov/chro and clicking on *Publications* at the top of the site page.

SECTION 3
EXTERNAL COMMUNICATIONS
Information Provided to the Public

Point of Statutory and/or Regulatory Reference: Conn. Gen. Stat. Section 4a-60(a)(2), (3), 4a-60a(a)(2); Contract Compliance Regulations Sections 46a-68j-23(9), 46a-68j27(3)

The contractor shall, in all advertisements and business with the public, indicate that it is an affirmative action/equal opportunity employer. The plan shall include information on what steps the contractor undertook to advise the public concerning its affirmative action requirements; [Sec. 46a-68j-27(3)].

INSTRUCTIONS:

1. In this section of the AAP, contractors should include a statement indicating that in all advertisements **and** business with the public, it will hold itself out as an

“Affirmative Action/Equal Opportunity Employer or AA/EOE.”

2. To demonstrate your company's commitment to its statement, please attach examples of three different forms of external communication (e.g. letterhead, letters of transmittal, bid notification, purchase order, fax cover sheet, etc.) sent out by your company indicating that you are an AA/EOE.

NOTE: If your company's forms of external communication do not currently indicate your company is an AA/EOE, and your company's forms of external communication are not created in-house, please include a statement ensuring that upon reordering such forms; your company's external communication will indicate it is an AA/EOE. Please include samples of how your revised forms of external communication will appear. **Statements that have been made to such for more than one (1) year are unacceptable.**

**SECTION 4
ASSIGNMENT OF RESPONSIBILITY
Duties of Designated Equal Opportunity/Affirmative Action Officer**

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-27(4)

The contractor shall designate affirmative action responsibilities to an affirmative action/equal opportunity employment officer. In addition to his/her other duties, the affirmative action officer shall:

- A. Develop, implement and monitor progress on the contractor's affirmative action plan;
- B. Acquaint workers with their specific responsibilities under the plan;
- C. Initiate and maintain contact with unions, recruiting sources and organizations serving members of protected groups concerning the achievement of affirmative action requirements;
- D. Conduct meetings and orientation sessions, as necessary, to advise workers and management of the goals of the plan. [Sec. 46a-68j-27(4)].

INSTRUCTIONS:

This section of the AAP should identify who within the company has the day-to-day responsibilities to implement the company's AA/EOE Program. This section should also list the AA/EOE Officer's specific duties as outlined in A-D above.

The individual named in this section as the company's AA/EOE Officer should be the same person named in Section 1 as the company's AA/EOE Officer.

The individual assigned to be the company's AA/EOE Officer should have sufficient authority within the company to carry out these tasks, and thus must be formally appointed to the position by written directive of the head of the company, and report directly to the head of the agency.

The head of the company's signature must therefore appear at the end of the written directive, as well as the signature of the company AA/EOE Officer. Both signatures must be original and dated.

X _____
(Signature)
Name, Head of Company's Title

_____ Date

X _____
(Signature)
Name, AA/EOE Officer

_____ Date

NOTE: If the head of the company and AA/EOE Officer are the same person, and your company employs twenty (25) or more employees, it is recommended that you appoint an individual other than the head of the company to perform the duties of the AA/EOE Officer.

**SECTION 5
Organizational Analysis**

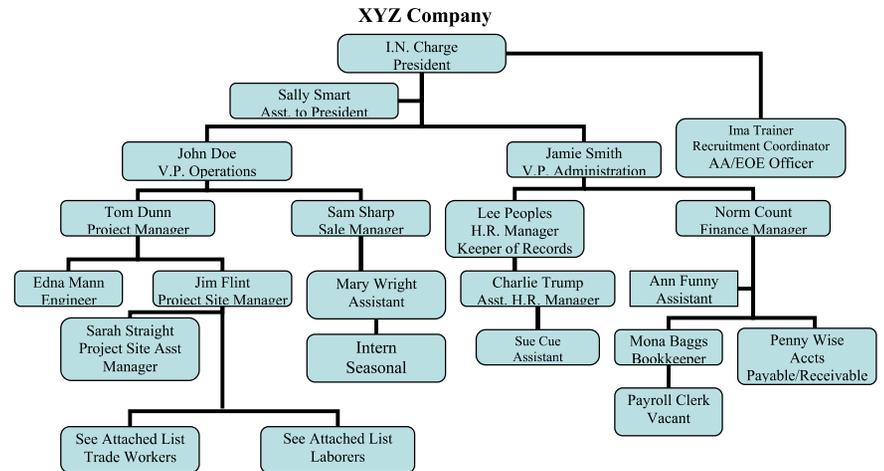
Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-27(5)

The Contractor shall list each job title as it appears in collective bargaining agreements, job specifications or payroll records, ranked from the lowest to the highest paid. Job titles shall be listed by department or other organizational unit. For lines of progression, the plan shall indicate the order of jobs through which a worker may advance. Job titles without a line of progression shall be listed separately [Sec 46a-68j-27(5)].

INSTRUCTIONS:

Please create an organizational chart for those employees on your day-to-day payroll. Each box should contain a job title and the name of each employee who holds that job title. Please do not attempt to fit more than four names into a box. Instead, attach a list of names for the people who hold the same job title.

On the organizational chart, please be sure to show that your company employs an AA/EOE Officer who reports directly to the head of the company.

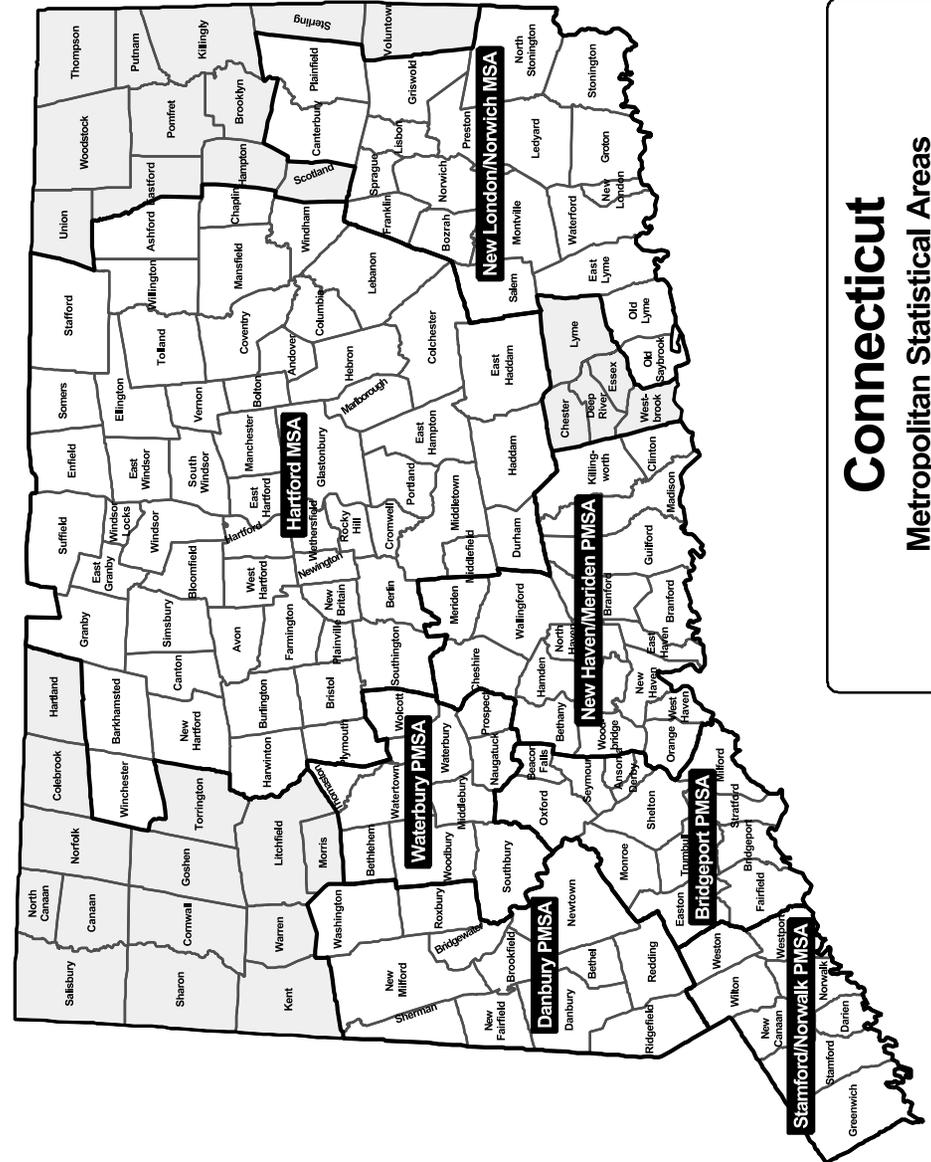


NOTE: Please do not list a name more than once on the organizational chart. If an employee performs various jobs, only use one box to list that employee's name and that employee's job titles.

SAMPLE

CONVERSION CHART

Job Title	# of Employees	Job Category
President	1	Management
Project Manager	1	Management
Project Site Manager	1	Construction & Extraction
Trade Workers	30	Construction & Extraction
Laborer	20	Construction & Extraction



Connecticut
Metropolitan Statistical Areas

DESCRIPTION OF JOB CATEGORIES

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, cost estimators, management analysts, labor relations specialists, and budget, credit, and financial analysts.

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.

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.

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, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

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 off bearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PART B:

To Complete Part B: Contractors should provide the following information on the *Availability Worksheet* on page 17.

1. In column 1 list each job category (not job title) from the chart you completed on page 14.
2. In column 2 determine how many employees within the job category will be at the project site.
3. In column 3 determine how many employees within the job category are minority males.
4. In column 4 determine the % of minority males by dividing the total minority males in that job category by the total number of employees (in column 2) within the job title and multiply by 100.
5. In column 5 determine how many female employees within the job category will be at the project site.
6. In column 6 determine the % of females by dividing the total minority females in that job category by the total number of employees (in column 2) within the job title and multiply by 100.
7. In columns 7 and 8, insert the PMSA/MSA minority male and female percentages as listed on pages 21-22 for the job category within that row.

AVAILABILITY WORKSHEET

STATE PROJECT # _____

Circle the project location identified in Part A:

- | | |
|------------------------|---------------------------------|
| Bridgeport PMSA | New London/Norwich CT-RI MSA |
| Danbury PMSA | Stamford/Norwalk PMSA |
| New Haven/Meriden PMSA | Waterbury PMSA |
| Hartford MSA | Balance of State of Connecticut |

JOB CATEGORIES	PROJECT STATISTICS (employees on site)					CT SITE STATISTICS (Insert PMSA/MSA)	
	Total # of Employees	Total # of Minority Males	% of Minority Males	Total # of Females	% of Females	% of Minority Males*	% of Females*
1	2	3	4	5	6	7	8

NOTE: By comparing the % from columns 4 & 6 with the % from columns 7 & 8 within each Job Category, the contractor can determine if the workforce is at parity of if there is underutilization (the company's % are lower than the area %) or over utilization (the company's % are higher than the area %).

Contractors with less than 25 employees on their day-to-day payroll working at the project site are not required to discuss the differences between the company's % listed in the columns. Contractors with 25 or more employees on their day-to-day payroll working at the project site whose company's % listed in the columns shows underutilization, must attach a signed statement pledging its best good faith efforts to meet or surpass the CT Site Stats. if the need to hire more employees for the purposes of this project arises.

Where there is a significant difference, the contractor's statement should also discuss action that the company may take to move toward greater parity within their workforce. For example, the contractors may discuss a strategy that involves hiring employees from under utilized groups if or when there are hiring opportunities on this project. The statement must bear the signatures of the head of the company and AA/EOE Officer and they must be original and dated.

**CONNECTICUT OCCUPATIONAL STATISTICS
PRIMARY METROPOLITAN STATISTICAL AREAS AND
METROPOLITAN STATISTICAL AREAS**

OCCUPATION CATEGORIES	BRIDGEPORT PMSA		DANBURY PMSA		NEW HAVEN/MERIDEN PMSA		HARTFORD MSA	
	Minority Male Workers	Female Workers	Minority Male Workers	Female Workers	Minority Male Workers	Female Workers	Minority Male Workers	Female Workers
Management	6.5	36.7	4.5	30.4	6.9	35.5	5.4	36.9
Business & Financial Operations	6.4	51.2	3.3	44.7	4.9	52.6	4.8	54.8
Computer Specialist	14.6	30.3	14.2	25.8	13.7	29.5	9.3	33.0
Architecture & Engineering	11.6	9.3	7.4	11.1	11.4	12.4	10.1	11.6
Building & Grounds Cleaning & Maintenance	27.4	34.1	22.9	32.9	24.0	33.3	21.1	31.3
Office & Administrative Support	7.0	76.1	3.2	77.2	6.5	74.2	6.1	74.5
Construction & Extraction	22.7	1.4	18.1	2.6	17.9	3.1	13.7	2.1
Installation Maintenance & Repair	22.6	4.1	10.7	3.8	14.9	5.1	14.1	4.4
Material Moving Workers	31.8	24.2	24.1	18.2	35.7	23.7	25.8	20.2

* Note: Balance of State Statistics are an average of the statistics from Litchfield, Middlesex and Windham Counties, the three counties that encompass the major areas not included within MSA or PMSA

**CONNECTICUT OCCUPATIONAL STATISTICS
PRIMARY METROPOLITAN STATISTICAL AREAS AND
METROPOLITAN STATISTICAL AREAS**

OCCUPATION CATEGORIES	NEW LONDON/NORWICH CT-RI MSA		STAMFORD/NORWALK PMSA		WATERBURY PMSA		BALANCE OF THE STATE	
	Minority Male Workers	Female Workers	Minority Male Workers	Female Workers	Minority Male Workers	Female Workers	Minority Male Workers	Female Workers
Management	3.8	37.3	7.4	33.7	3.6	35.2	3.1	37.9
Business & Financial Operations	2.6	54.0	6.5	42.5	2.8	44.4	2.0	55.3
Computer Specialist	5.9	28.4	19.9	31.4	14.8	24.5	7.0	30.2
Architecture & Engineering	5.9	11.7	13.8	15.8	9.1	8.4	3.6	14.0
Building & Grounds Cleaning & Maintenance	14.4	36.7	38.4	38.1	18.6	30.8	6.4	32.6
Office & Administrative Support	2.7	75.7	8.2	74.2	5.1	73.6	2.0	76.5
Construction & Extraction	7.4	3.1	33.2	2.1	12.4	1.6	4.3	1.8
Installation Maintenance & Repair	9.5	4.2	31.4	3.1	12.4	2.8	5.3	3.0
Material Moving Workers	14.0	20.5	38.6	29.5	25.9	26.2	8.3	23.1

NOTE: Balance of State Statistics are an average of the statistics from Litchfield, Middlesex and Windham Counties, the three counties that encompass the major areas not included within MSA or PMSA

SAMPLE

AVAILABILITY WORKSHEET

STATE PROJECT # BI-29990-BI

Circle the project location identified in Part A:

- | | |
|--------------------------------------|---------------------------------|
| Bridgeport PMSA | New London/Norwich CT-RI MSA |
| Danbury PMSA | Stamford/Norwalk PMSA |
| <u>New Haven/Meriden PMSA</u> | Waterbury PMSA |
| Hartford MSA | Balance of State of Connecticut |

JOB CATEGORIES	PROJECT STATISTICS (employees on site)					CT SITE STATISTICS (Insert PMSA/MSA)	
	Total # of Employees	Total # of Minority Males	% of Minority Males	Total # of Females	% of Females	% of Minority Males*	% of Females*
Management	2	2	100%	0	0%	6.9%	35.5%
Construction & Extraction	51	24	47%	4	7.8%	17.9%	3.1%

XYZ Corp realizes that females are underutilized in the category of management. We will employ our best good faith efforts to employ females in the category of management, if the need to hire more managers for the purpose of this project arises.

X _____
Signature of the Head of the Company/Title Date

X _____
Signature of the AA/EOE Officer Date

**SECTION 8
Project Description, Timeline, and Trades Involved**

INSTRUCTIONS:

This section of the AAP should list the trade categories that will be needed to perform the work of this specific project (include those to be employed by your Company and all subcontractors).

1. Briefly describe the work involved in this project.
2. Estimate (mm/dd/yyyy) when construction will commence. If the project has already begun, please provide the actual project mobilization date (mm/dd/yyyy).
3. Estimate (mm/dd/yyyy) when construction will be completed. If the project is complete, then please provide the project end date (mm/dd/yyyy).
4. List all of the types of "trades"-related work to be performed on this project that your company will be hiring a subcontractor(s) to perform (do not provide the name of the subcontractor(s), just identify the trade). **Attach a copy of the applicable section of the agency bid document (i.e. Project Manual, ITB, etc.), that specifies all trades required to be performed on this project.**
5. List all specific types of materials to be used for this project that your company will be hiring a Vendor(s) to supply (do not provide the name of the vendor(s) just identify the type of supplies/materials to be provided). **Attach a copy of the applicable section of the agency bid document (i.e. Project Manual, ITB, etc.), that specifies all materials required to be utilized for the completion of this project.**
6. List all specific types of non-trades-related services to be used for this project that your company will hire a service company to provide (do not provide the name of the company just identify the type of services to be provided). **Attach a copy of the applicable section of the agency bid document (i.e., Project Manual, ITB, etc.), that specifies all non-trades-related services to be utilized for the completion of this project.**
Ex: Port-a-lets
Truck Driver Only – No Labor Involved
7. List the any circumstance for which you will be hiring a broker. Do not list the name of the brokerage firm.
8. List all trades that will be performed by your company's employees.
9. List all supplies that will be manufactured by your company for use on this project.

SECTION 9
Employment Analysis

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-28(1), 46a-68j-28 (4), Conn. Gen. Stat. Section 46a-54(15)

Employment Analysis: The contractor shall undertake a comprehensive review of its company's employment process and day-to-day operations for the purposes of identifying policies and practices that build in or perpetuate barriers to Equal Opportunity Employment. Where applicable, the following factors shall be addressed:

job qualifications;	training and apprenticeship programs;
job specifications;	subcontracting practices;
recruitment practices;	layoff and termination policies;
personnel policies;	job structuring;

The plan shall report what activities were undertaken to identify barriers to Equal Opportunity Employment [Sec. 46a-68j-28(1)].

Program Goals and Timetables: Where the employment analysis has identified barriers to Equal Opportunity Employment, the contractor shall design specific corrective measures in the form of program goals to eliminate the barriers. Goals shall be accompanied by timetables designed to achieve compliance with affirmative action objectives within the shortest reasonable limits possible. The plan shall describe all actions taken to identify problems areas and realize program goals [Sec. 46a-68j-28(4)].

Sexual Harassment: An employer having fifty (50) or more employees must also provide two hours of sexual harassment prevention training and education to all supervisory employees in the state of Connecticut within six months of their assumption of a supervisory position. [Sec. 46a-54(15)]

INSTRUCTIONS:

Part A: After a comprehensive review of your company's employment process, the Contractor should identify examples for each of the practices listed below for both union and nonunion personnel, as-well-as office and field staff.

NOTE: If any of the following company policies or practices, subtitled 1-8 in this section, are administered by the union(s) your company utilizes; then please provide a statement signed and dated by the head of your company and by your company's AA/EOE Officer declaring the company will not knowingly do business with any union(s) that discriminates in the administration of its employment practices and/or day-to-day operations. The signatures on the statement must be original and dated.

For Instructions numbered 1 and 2 below, identify the job/position title with the most incumbent employees, and then provide the following information for this job/position title.

1. **Job Qualifications** – the job/position incumbent's required skills, experience, job/position-related certifications and/or educational degrees. Also identify position specific requirements such as special license(s) (For example: a craft license, E2; commercial driver's license, etc.), and/or physical requirements of the job/position (For example: the ability to lift 30lbs and ability to bend and reach), and any and all other requirements related to this job/position.

2. **Job Specifications** – Include a brief summary of the job/position. Identify this job/position's duties and responsibilities. Identify the position the incumbent reports to. If this job/position includes supervisory or managerial duties and responsibilities, identify the names of the job/position title(s) that report to this position.

3. **Recruitment Practices** –

a. how do you recruit new employees?

b. Explain in brief detail what resources your company utilizes to recruit new employees (not subcontractors/vendors). Where does your company post its vacancies to ensure a diverse group of candidates applies for the vacancy posted?

Ex: Provide a complete list of comprehensive and diverse recruitment resources such as newspapers, unions, technical schools, organizations, professional recruiters and other types of recruitment resources your company utilizes or will utilize in the future to post its job vacancies targeted toward the protected classes per C.G.S. Sec. 46a-58.; Sec. 46a-59.; Sec. 46a-60; Sec. 46a-81c & Sec. 32-9n. Each recruitment resource listed must include its name, address, contact person, contact number, and website.

NOTE: The Connecticut Job Service must be on this list.

c. All recruiting notices posted by your company must state "Affirmative Action/Equal Opportunity Employer" or "AA/EOE." Please confirm that your company is in compliance by attaching copies of your company's most recent job postings. Please be sure the attached posting shows the name of the resource and the date of the posting. If you do not have any recent job postings indicating that your company is both an AA **and** an EOE, then please attach a statement ensuring your company will indicate such in all of its future job postings.

4. **Personnel Policies** – Please attach copies of 3-4 of your personnel policies from your Employee Handbook. If your company does not have an Employee Handbook then please briefly, describe 3-4 of your personnel policies, specifically compensation (e.g. salaried or hourly wages); benefits (e.g. vacations or holidays); work environment (e.g. hours of work).

5. **Job Structuring** – does the company have jobs that require the tasks be performed in a specific way? For example, a material handler must grasp material by the right hand and arm, balance it on the right shoulder, and use the left hand/arm to balance the material.

6. **Training and Apprenticeship Programs –**

- a. Does your company offer on-the-job training or participate in apprenticeship and other training programs with unions, technical schools, or other work force training programs?
- b. Companies with 50 employees or more must provide two (2) hours of sexual harassment training to all of its managerial and supervisory personnel. To document compliance to the training provision, please provide specific information as to:
 - 1) date (if training has yet to be conducted, please provide the date within the next six (6) months in which you company has scheduled training);
 - 2) place;
 - 3) agenda (i.e. topics covered during the training);
 - 4) qualification of presenters; and
 - 5) names of employees in attendance or that will attend.

If training has not yet been provided then please provide the same information requested above, as training must take place within the next six (6) months. Further information, regarding these provisions can be found at the CHRO website www.ct.gov/chro under the heading “Legal Issues,” then by clicking on “Legal Links.”

- 7. **Subcontracting Practices –** Please briefly explain when and how your company solicits S/M/W/DisBEs to utilize for subcontracting/vending. Provide a complete list of comprehensive and diverse subcontracting/vending sources such as newspapers, unions, technical schools, organizations, professional recruiters and other media that help members of the protected classes (per C.G.S. Sec. 46a-58.; Sec. 46a-59.; Sec. 46a-60; Sec. 46a-81c & Sec. 32-9n) find work as a subcontractor/vendor. Each resource listed must include its name, address, contact person, contact number, and website if applicable.
NOTE: The Department of Administrative Services (DAS) Supplier Diversity Program must be included on your list.

- 8. **Layoff and Termination Policies –** Please attach a copy of your company’s layoff and termination policies from your Employee Handbook. If you do not have an Employee Handbook please briefly describe what criteria is used by your company to determine how and who is laid off and terminated? For example, does your company use the “last in, first out” approach to layoffs?

Part B: If any barrier(s) to protected classes are found in any of your company’s preceding employment practices and policies and/or day-to-day operations, then please indicate:

- 1. If any barriers were found within your company’s employment and business practices.
- 2. If so, how the barrier(s) will be eliminated, and
- 3. The estimated time needed to eliminate the barrier(s) and establish a new policy or practice.

**SECTION 10
Special Provision-Apprenticeship Training Program**

Point of Statutory and/or Regulatory Reference: Equal Opportunity Employment in Apprenticeship Training Regulations Section 46a-68-5

FOR STATE CONTRACTS VALUED IN EXCESS OF \$10.0 MILLION
AND A PROJECTED DURATION
OF EIGHTEEN (18) MONTHS OR MORE

INSTRUCTIONS:

A Contractor to be awarded a state contract valued in excess of \$10.0 million and with projected duration of eighteen (18) months or more must report in the AAP:

- 1. Whether the Company has, or is a signatory to, a collective bargaining agreement that sponsors a state registered apprenticeship program; and,
- 2. What “good faith effort” the Company will make to include registered apprentices in its direct workforce and/or in the workforce of project subcontractors during the course of the project.

SECTION 11
Subcontractor Availability Analysis

Point of Statutory and/or Regulatory Reference: Connecticut General Statutes section 4a-60 and 4a-60g as amended by Public Act 09-158; and Regulations of Connecticut State Agencies Section 46a-68j-28(2):

Applicable portions of the general statutes subsections of Section 4a-60(a) as amended state:

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(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 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 section 46a-56.

(b) 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 project.

(f) 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.

(g) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

Regulations of Connecticut State Agencies §46a-68j-28(2) states the following:

Sec. 46a-68j-28. Elements of plans required by Section 46a-68d of the Connecticut General Statutes as amended by Section 4 of Public Act 89-253.

In addition to the elements in Section 46a-68j-27, affirmative action plans subject to the requirements of Section 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

2. *Subcontractor Availability Analysis.* When a contractor intends to subcontract all or part of the work to be performed under a State contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the Department of Administrative Services, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises from. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials;

Also see Conn. Gen. Stat. sections 4a-60g, 46a-68b, §46a-68c, §46a-68d and §46a-68e.

When a contractor intends to subcontract all or part of the work to be performed under a state contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the Department of Administrative Services, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials [Sec. 46a-68j-28(2)].

INSTRUCTIONS: Use WBE for a woman owned business, MBE for an ethnic minority owned business, DisBE for a business owned by a person(s) with a disability, and SBE for a small business that is not one of the aforementioned.

Design/Build Projects: When projects are design/build (or similar as in multi-phase contracts) where subcontractors/vendors are solicited for bids at different stages of the project, Contractors must continuously file this section at each stage of the bidding process, until the Contractor has provided evidence of its good faith efforts to achieve the set-aside goals at each stage.

PART A: List all the sources used by the company to find S/M/W/DisBE subcontractors and/or vendors for this project only.

Ex: DAS Supplier Diversity Website www.webaddress.com

Minority Contractor Weekly 1234 Diversity Lane, Hartford, CT 06010
(See attached ad as it appeared in the weekly)

Women In Construction Lisa Doe,
Business Construction Recruiter
5678 Diversity Lane, Hartford, CT 06010

Ready and Able Ron Doe
Disabled Construction Recruiter
9101 Diversity Lane, Hartford, CT 06010

PART B: List every SBE/MBE/WBE/DisBE subcontractor and/or vendor that your company solicited to bid on this contract, as shown in the example below. Indicate each subcontractor's trade(s). Indicate why you solicited each of the listed DAS certified companies, as shown in the example below (i.e. to perform what trade or to supply what materials/services).

Ex: ABC Construction	SBE	Carpentry
Carpenter's LLC	DisBE	Carpentry
Hard Knocks Woodwork	MBE	Carpentry
Rumor Mill	MBE	Mill Work
The Mill Worm	MBE	Mill Work
Piece Mill	WBE	Mill Work
XYZ Material Suppliers	WBE	Hardwood Supplier
Best Floor Co.	DisBE	Hardwood Supplier
Got 2 Go	MBE	Port a lets
Number 1	SBE	Port a lets
When Nature Call	SBE	Port a lets

PART C: Indicate what became of each DAS certified subcontractor/vendor you listed in Part B during the bidding process. You must be able to explain and document to CHRO the reason(s) why your company did not award a subcontract to the companies you solicited in Part B, as shown in the example below, thus a vague response such as "Bid Received", "Called/Left Message", "Said Will Bid", etc. are insufficient. Use "Awarded" as the only bid result for those companies that you will utilize for this project.

Ex: ABC Construction	Bid Incomplete
Carpenter's LLC	Bid Too High
Hard Knocks Woodwork	Bid Too High
Rumor Mill	Awarded

The Mill Worm	Bid Too High
Piece Mill	Bid Not Accepted – Received Late
XYZ Material Suppliers	Bid Too High
Best Floor Co.	Bid Too High
Got 2 Go	Bid Too High
Number One	Refused To Bid
When Nature Calls	Scheduling Conflict

PART D: List all non-DAS certified companies (including brokers) that you expect to perform on this project or to supply material/services (i.e. companies not already accounted for in Part B & Part C). This list must inform CHRO what trades, materials, or services the companies listed will provide. Any company performing a specialized trade or supplying specialized materials/services must be indicated and accompanied by a letter attesting to such from (i.e. signed) by the awarding agency. See the example below.

Ex: Color Coded Painting, LLC	Carpentry
Pristine Port a lets	Port a lets
Boltz, Inc.	High and Low Voltage Installation*

* The electrical portion of this project is specialized and can only be performed by Boltz, Inc. Please see the attached letter verifying such, in detail, from the project manager at the awarding agency.

****** RECORDS RETENTION NOTICE ******

PLEASE BE ADVISED THAT CHRO IS AUTHORIZED TO AUDIT YOUR COMPANY RECORDS REGARDING CONTRACT COMPLIANCE AT ANY TIME DURING OR AFTER THE PERFORMANCE OF YOUR PROJECT. IT IS RECOMMENDED THAT YOU DEVELOP AND MAINTAIN DETAILED RECORDS OF YOUR SOLICITATION OF AND RESPONSES FROM EACH COMPANY LISTED IN THIS SECTION (E.G.: A DETAILED RECORD OF YOU GOOD FAITH EFFORTS), IN THE EVENT CHRO REQUESTS DOCUMENTATION OF THE SAME. CONN. GEN. STAT. §4A-60(A)(5), §4A-60(G).

ONLY THE STANDARD SERVICE FEE(S) CHARGE BY A BROKER WILL BE CALCULATED TOWARD YOUR ACTUAL SET-ASIDE GOAL ACHIEVEMENT. CHRO MAY REQUIRE A COPY OF THE BROKER'S INVOICE AND OTHER DOCUMENTATION, AS NEEDED BY CHRO, TO DETERMINE THE ACTUAL PERCENTAGE OF PERFORMANCE BY THE BROKER ON THE CONTRACT AMOUNT INDICATED ON THE ATTACHMENT III.

SECTION 12
Minority Business Enterprise Goals and Timetables.

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-28(3)

Based upon the availability of minority business enterprises calculated in Sec 46a-68j-28(2), the contractor shall set goals for awarding all or a reasonable portion of the contract to qualified minority business enterprises. The Plan shall detail what steps it took to make such opportunities available (Sec. 46a-68j28(3)).

Design/Build Projects: When projects are design/build (or similar as in multi-phase contracts) where subcontractors are solicited for bids at different stages of the project, Contractors must file Attachment IIIa see Section 12) by week, month, or quarter (as determined by CHRO) listing all SBE/MBE/WBE/DisBEs subcontractors/vendors with whom contracts have been signed during that period.

INSTRUCTIONS:

On Attachment III :

- Provide all the information requested in the Attachment III.
- List all the MBE's, WBE's, and DisBE's you designated in Section 11, Part C as "Awarded" in the top portion ("A") of Attachment III.
- List all the SBE's you designated in Section 11, Part C as "Awarded" in the bottom portion ("B") of Attachment III.
- Input all percentages requested in the Attachment III.

Once your Plan is approved, you may not add or delete any of the companies nor alter any of the contract values as listed on the Attachment III of your approved plan, except as follows. Attachment III may be altered after your Plan is approved only if you submit:

I. A Cover Letter:

- A) requesting acknowledgement of the change;
- B) detailing why CHRO should grant the change; and
- C) documentation to support your request in the follow forms:
 - 1) if requesting acknowledgement of a removal: out of business verification, Change Order eliminating a subcontractor's portion of the project from the awarding agency, etc.);
 - 2) if requesting acknowledgement of an addition: a copy of the current DAS certification; and

II. A Revised Attachment III bearing the MM/DD/YYYY of the revision and incorporating the requested change.

NOTE: Upon a project's completion, only those companies that are listed on the latest approved Attachment III, and who have maintained a current DAS certification throughout the duration of the project, will be utilized in CHRO's final calculations of actual goal achievement upon the project's completion.

SECTION 12 cont'd

Attachment III
Small Contractor and Minority Business Enterprise Goals and/or "Good Faith Effort"

Total Project Value is \$ _____. Project has SBE requirement of _____%, which include MBE requirement of _____%; OR, Project requires only "good faith effort" for MBE contractors _____.

A. Please identify MBE/WBE/DisBE subcontractors who will participate on the project.

Company Name	Address	DAS Certification Type (MBE/WBE/DisBE)	DAS Certification Expiration Date	Contract Value
			Total amount of MBE, WBE, & DisBE contract values: \$ _____	(Total amount of MBE, WBE, & DisBE contract values ÷ project value x 100) = _____%

B. Please identify SBE contractors who will participate on the project.

Company Name	Address	DAS Certification Type (SBE)	DAS Certification Expiration Date	Contract Value
			Total amount of SBE contract values: \$ _____	Total amount of SBE contract values ÷ project value x 100 = _____%
Total amount of all contract values listed in A & B =				Total amount of all contract values listed in A & B ÷ project value x 100 = _____%

Please use additional sheets if necessary

****** CHRO encourages your company to not just meet its set-aside goals, but to surpass them in order to ensure project circumstances (i.e. delays, change orders, decrease between estimate amount and contract amount, etc.) does not cause your company to fall below its set-aside goals achieved in its approved Affirmative Action Plan.******

A current copy of the DAS certificate must be attached to this section for each subcontractor/vendor listed on Attachment III. **Without a current copy of each company's current DAS certification, the value of the contract will not be taken into account for the determination of whether your company has met its set-aside goals.**

For projects with the Connecticut Department of Public Works (DPW), the general contractor cannot utilize its DAS Certification for the purpose of achieving the set-aside goals.

SECTION 14
Project Reporting and Monitoring Procedures

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-23(6), 46a-68j-23(8), Conn. Gen. Stat. Section 4a-60(a) (5), 46a-68e

Each contractor shall file, and shall cause each of his subcontractors to file, with the commission such compliance reports at such times as the commission may direct. Compliance reports shall contain such information as to the practices, policies, programs, and employment policies, employment programs, and employment statistics of the contractor and each subcontractor and be in such form as the commission may prescribe (C.G.S. Sec. 46a-68e).

INSTRUCTIONS:

Please provide a statement that your company will file all monthly and quarterly reports as directed by CHRO, and will require its subcontractors and/or vendors to do likewise. This statement should also indicate that your company will forward the original reports to CHRO, and copies will be sent to the awarding agency.

- Forms are due each month of the project's duration with filing to commence thirty (30) days after the project's start date.
- Forms must contain original signatures, printed names & titles of persons signing.
- A copy must be kept at the General Contractor, Subcontractor, Supplier or Service Provider's office for reference when filing Form 257b.
- A copy of all reports must be sent to the awarding agency.

I. General Contractor:

- Form 257 (Monthly Employment Utilization Report)
 - Fill out every month from the date that the project started.
 - For the months employee(s) did not work on the project site, fill out one form for each month & check the box marked "Did not perform work on this project for this month" which is located at the bottom of the form.
 - If employee(s) then returned to the project site and began working after the months they were not working at the project site, fill out a Form 257, one for each month.
 - Ex: If employee(s) did not work in Jan. fill out a Form 257 for the month of Jan. & check the "Did not perform work on this project for this month" box.
 - If employee(s) worked Feb & Mar fill out a Form 257, one for each month, indicating the hours these employees worked during those months.

- The last month any of the employee(s) worked on the job (i.e. the month the company walked off the project site) fill out a Form 257 & write at the bottom of the form in BIG BOLD letters "**FINAL**".

- Form 257a (Monthly Employment Utilization Report)
 - Fill out every month from the date that the project started only if "On Site Personnel (Other than Trade Workers)" worked on the job.
 - Follow instructions above for Form 257 when a non-trade worker employee is on the site.
 - If no non-trade worker employee(s) are on the site, do not submit Form 257a.
- Form 257b (Cumulative Employment Utilization Report)
 - The last month any of the employee(s) worked at the project site, the fill out a Form 257b (as well as the FINAL Form 257 mentioned above) & write at the bottom of the form in BIG BOLD letters "**FINAL**".
 - Form 257b is a total of all the work hours the employees have worked on the project. Therefore, if you add up all of the hours from each of the Form 257's that have been filed for this project, that number should correspond with the number of total work hours reported on the Form 257b.
- Punch List Items or Other Events
 - If an employee returns to the job to do punch list items or other events after filling out **FINAL** filings a Revised FINAL Form 257 for the months that they worked on the punch list items, as well as a Revised FINAL Form 257b must be filed.
 - These revised reports should be marked in BIG BOLD letters "REVISED MM/DD/YYYY."
- Form 258a (Monthly Payment Status Reports)
 - If the project's anticipated duration is 12 months or less, fill out Form 258a every month from the date that the project started except for the project's quarter months.
 - Ex: If the project began in Jan., fill out Form 258a for Jan., Feb., but not for March (e.g. third month of the project, thus the project's quarter month).
 - If you are filing out a Form 258a for the last month of the project write at the bottom of the form in BIG BOLD letters "**FINAL**".
 - If the project's anticipated duration is in excess of 12 months, do not fill out Form 258a.

- Form 258 (Quarterly Payment Status Report)
 - If the project’s anticipated duration is in excess of 12 month, fill out Form 258 every project quarter month from the date the project started.
 - The Form 258 filed for the last quarter of the project’s duration must indicate **“FINAL”** in BIG BOLD letters.

The General Contractor sends the following reports to CHRO:

- Form 2528a (Monthly Small Contractor and Minority Business Enterprise Payment Status Report).
- Form 258 (Quarterly Small Contractor and Minority Business Enterprise Payment Status Report).
- Form 257 & Form 257a (Monthly Employment Utilization Report) from subcontractors.
- Form 257 & Form 257a (Monthly Employment Utilization Report) from the General Contractor .
- Form 257b (Cumulative Employment Utilization Report) from subcontractors & the General Contractor.
- Form 259 (Monthly Materials Consumption Report) from Material Suppliers & Service Providers.

II. Material Suppliers/Service Providers:

- Form 259 (Monthly Materials Consumption Report)
 - Material Supplier/Service Supplier submits every month from the date that the project started. The officer of the company signs in the box that corresponds as to whether they “Did Supply Materials” that month or they “Did Not Supply Materials” that month.
 - At the end of the last month in which the material/servicer provider provided material or service for this project, the officer of the company must write at the bottom of the form in BIG BOLD letters **FINAL”**.

III. Subcontractors (Sub):

- Form 257 (Monthly Employment Utilization Report)
 - Sub submits every month from the date that the project started and not from the date that specific sub began.
 - For the months in which the sub did not work on the project site, the sub still fills out one Form 257 for each month & checks the box marked “Did not perform work on this project for this month” which is located at the bottom of the form.

- For whatever months the sub does work on the project site, the sub fills out a Form 257, one for each month indicated the hours its employee(s) worked on the project for the month specified on the Form 257.
EX: If the sub did not work in Jan. they fill out Form 257 & check the “Did not perform work on this project for this month” box.
If the sub worked Feb. & March they fill out the hours on Form 257, one for each month.
If the sub finishes its work in April they fill out Form 257 & write at the bottom of the form in BIG BOLD letters **“FINAL”**.

- Form 257a (Monthly Employment Utilization Report)
 - Sub submits every month from the date that the project started only if “On Site Personnel (Other than Trade Workers)” worked on the job.
 - Follow instructions above for Form 257 when a non-trade worker employee is on site.
 - If no non-trade worker employees are on the site, then the sub need not submit Form 257a.
- Form 257b (Cumulative Employment Utilization Report)
 - The last month the sub finishes its work on the project site, that sub must fill out Form 257b (as well as a **FINAL** Form 257 mentioned above) & write at the bottom of the form in BIG BOLD letters **“FINAL”**.
 - Form 257b is a total of all the work hours the trade personnel have worked on the project. Therefore, if you add up all of the hours for each of the Form 257s that have been filed for this project, that number should correspond with the number of total work hours reported on the Form 257b.
- Punch List Items or Other Events
 - If a sub returns to the job to do punch list items or other events after filling out **FINAL** filings, a Revised Final Form 257 for the months that they worked on the punch list items, as well as a Revised Form 257b must be filed.
 - These revised reports should be marked in BIG BOLD letters “REVISED MM/DD/YYYY.”

Additional copies of CHRO forms and further instructions can be obtained by logging onto www.ct.gov/chro and clicking on “Forms” and then selecting the required from under the second heading “Form and Reports for Construction Workers.”

Commission on Human Rights and Opportunities Contract Compliance Unit 25 Sigourney Street Hartford, CT 06106	1. CUMULATIVE EMPLOYMENT UTILIZATION REPORT (FORM chro cc-257b)	PROJECT AREA (MSA): 2. EMPLOYERS FEIN NO.	3. PROJECT PLAN GOALS MINORITY: _____ FEMALE: _____	4. PROJECT DURATION START DATE: _____ END DATE: _____					
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:		NAME AND LOCATION OF CONTRACTOR (submitting report):							
5. CONSTRUCTION TRADE (please identify)		6. CUMULATIVE WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT							
CLASSIFICATION	6a. CUMULATIVE HOURS BY TRADE M F	6b. BLACK (Not of Hispanic Origin) M F	6c. HISPANIC M F	6d. ASIAN OR PACIFIC ISLANDERS M F	6e. AMERICAN INDIAN OR NATIVE M F	7. CUMULATIVE MINORITY PERCENT M F	8. CUMULATIVE FEMALE PERCENT	9. CUMULATIVE NUMBER OF EMPLOYEES M F	10. CUMULATIVE NUMBER OF MINORITY EMPLOYEES M F
Journey Worker Apprentice Trainee CUMULATIVE TOTAL									
Journey Worker Apprentice Trainee CUMULATIVE TOTAL									
Journey Worker Apprentice Trainee CUMULATIVE TOTAL									
Journey Worker Apprentice Trainee CUMULATIVE TOTAL									
Journey Worker Apprentice Trainee CUMULATIVE TOTAL									
CUMULATIVE TOTAL JOURNEY WORKERS CUMULATIVE TOTAL APPRENTICES CUMULATIVE TOTAL TRAINEES CUMULATIVE GRAND TOTAL									
11. COMPANY OFFICIALS SIGNATURE, PRINTED NAME AND PRINTED TITLE		12. TELEPHONE NUMBER (including area code)			13. DATE SIGNED	PAGE _____ OF _____			

FORM CHRO 257b
 ** NOTE: The purpose of this report is to be a CUMULATIVE Employment Utilization Report (257b); cumulative meaning the total sum of all the 257's filed by your company throughout the duration of this project. Please submit this *Cumulative Employment Utilization Report (257b)* with your *FINAL 257* filing. If punch list items or other events require your company to return to the project after such filings, then please submit a *Revised 257b* with your *Revised FINAL 257*.

**MONTHLY SMALL CONTRACTOR AND
 MINORITY BUSINESS ENTERPRISE
 PAYMENT STATUS REPORT**

Month Ending _____

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name
- 5) Estimated Completion Date _____
- 6) Project Value
- 7) Percent Completed to Date _____
 (Indicate & attach all Change Orders)
- 9) Actual Project Mobilization Date (MM/DD/YYYY)
- 10) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount (Indicate & attach all Change Orders)	Total Payment this Month	Total Payment to Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Company Official _____

Date of Report _____

Printed Name and Printed Title of Person Signing _____

- Copy: 1) Contract Awarding Agency
 2) Commission on Human Rights & Opportunities, 25 Sigourney Street, Hartford, CT 06106

Form CHRO 258a (for projects less than 12 months or as directed by CHRO).

**QUARTERLY SMALL CONTRACTOR AND
MINORITY BUSINESS ENTERPRISE
PAYMENT STATUS REPORT**

Quarter Ending _____

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name 5) Estimated Completion Date _____
- 6) Project Value 7) Percent Completed to Date _____
(Indicate & attach all Change Orders)
- 9) Actual Project Mobilization Date (MM/DD/YYYY)
- 10) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount <i>(Indicate & attach all Change Orders)</i>	Total Payment this Quarter	Total Payment to Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Company Official

Date of Report

Printed Name and Printed Title of Person Signing

Copy: 1) Contract Awarding Agency
2) Commission on Human Rights & Opportunities:
25 Sigourney Street, Hartford, CT 06106

Form CHRO 258

MONTHLY MATERIALS CONSUMPTION REPORT

(CHRO FORM-259)

Contract Compliance Unit Affirmative/Action Contract Compliance Division The Commission on Human Rights and Opportunities State of Connecticut Administrative Headquarters 25 Sigourney Street Hartford, CT 06106	<p align="center"><u>MONTHLY MATERIALS CONSUMPTION REPORT</u> (CHRO FORM-259)*</p> <p><small>* TO BE FILLED OUT BY SBE/MBE/WBE/DIS CONTRACTORS/VENDORS WHOSE SOLE ROLE IN THE CONTRACT DESCRIBED BELOW IS THAT OF A "SUPPLIER OF MATERIALS."</small></p>
NAME AND ADDRESS OF SBE/MBE/WBE/DIS CONTRACTOR/VENDOR (submitting report): _____ _____ _____ _____	STATE CONTRACT NUMBER: _____ PROJECT NAME: _____ STATE AWARDING AGENCY: _____ REPORTING PERIOD FROM: _____ TO: _____
The SBE/MBE/WBE/DIS Contractor / Vendor, submitting this report, <u>DID SUPPLY MATERIALS</u> to the General Contractor, or its Subcontractors, for the monthly reporting period listed above and for use in the aforesaid contract. I Agree: _____ Signature of President/CEO of Company Date: _____ Printed Name: _____ Printed Title: _____	The SBE/MBE/WBE/DIS Contractor / Vendor, submitting this report, <u>DID NOT SUPPLY MATERIALS</u> to the General Contractor or its Subcontractors, for the monthly reporting period listed above and for use in the aforesaid contract. I Agree: _____ Signature of President/CEO of Company Date: _____ Printed Name: _____ Printed Title: _____

SECTION 15
Concluding Statement

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-27(10)

Set-Aside Plans shall contain a concluding provision signed and dated by the contractor stating that the contractor:

- A) has read the plan and that the contents of the plan are true and correct to the best of his or her knowledge and belief;

 - B) pledges his or her best good faith efforts to achieve the objectives of the plan within established timetables.
-

INSTRUCTIONS:

The *Concluding Statement* must be signed and dated by the head of the company and by the AA/EOE Officer. The signatures must be original.

SAMPLE

CONCLUDING STATEMENT

I have read and pledge my full support to all sections of this Affirmative Action Plan, and the commitments therein, are true and correct to the best of my knowledge and I pledge my "best good faith efforts" to achieve the objectives of the Plan within the established time frames.

The implementation of the goals in this Plan will be evidence that XYZ Company is willing to cooperate with the Commission on Human Rights and Opportunities in its effort to promote Equal Opportunity Employment and affirmative action in the State of Connecticut. I will continue my commitment and total support to the principles of a strong Affirmative Action Plan for this Company.

Date

Head of Company's Signature

Printed Name and Printed Title

Date

AA/EOE Officer's Signature

Printed Name

APPENDIX E
GEOTECHNICAL ENGINEERING REPORT

January 8, 2014
File No. 0277-011.00

Mr. Raymond Gradwell, PE
BL Companies
150 Trumbull Street, 6th Floor
Hartford, Connecticut 06103

Re: **Geotechnical Engineering Report**
Proposed Tennis Courts - East Hartford High School
East Hartford, Connecticut

Dear Mr. Gradwell:

GeoDesign, Inc. (GeoDesign) is pleased to submit this geotechnical engineering report for the proposed tennis courts at East Hartford High School located on Forbes Street in East Hartford, Connecticut. Figure 1, Locus Plan, shows the approximate site location. Elevations (El.) stated herein are in feet and are based on the topographic plan you have provided.

PURPOSE AND SCOPE

Our geotechnical engineering services for this project included characterizing the subsurface conditions in the project area, performing geotechnical engineering analyses, and providing geotechnical design and construction recommendations. Our services were provided in general accordance with our December 12, 2013 proposal, which was based in part on our discussions and our review of a site plan you provided. The site plan shows the existing and proposed tennis courts, site topography, and limited site features.

EXISTING CONDITIONS AND PROPOSED CONSTRUCTION

The site is generally level (El. 63+/-) and consists of eight asphalt tennis courts enclosed by a chain link fence that is approximately 10 feet tall. Figure 2, Boring Location Plan, shows significant site features and the approximate locations of recently performed test borings.

The project will consist of the removal and replacement of the four western tennis courts. The four tennis courts have significantly deteriorated, have become unusable, and will be replaced (in-kind) with an asphalt surface.



SUBSURFACE EXPLORATIONS AND CONDITIONS

A GeoDesign representative observed and logged five test borings (B-1 through B-5) that were performed by New England Boring Contractors, Inc. on January 2, 2014. Test boring locations are shown on Figure 2 and were located in the field by taping/pacing from existing site features. The approximate ground surface elevation at each test boring location was estimated from the topographic plan that you provided. The locations of the test borings and their elevations should be considered approximate. Test boring logs are included in Appendix 2.

Test borings were performed to explore the subsurface conditions in the area of the proposed tennis courts. Hollow-stem auger drilling methods were used to advance the test borings to depths of approximately 12 feet (approximate El. 51+/-) below grade. Representative soil samples were obtained by split barrel sampling procedures in general accordance with ASTM D-1586. Standard Penetration Resistance Values (N-SPT) are indicated on the logs at their depth of occurrence and provide an indication of the relative consistency of the materials encountered.

The generalized subsurface profile, as inferred from the test boring data, consists of Asphalt, overlying Fill, overlying a Silty Sand deposit. Fill was encountered in each of the test borings below the four-inch asphalt pavement of the existing deteriorated tennis courts. The thickness of the Fill ranged between approximately four and the nine feet thick. This material generally consisted of medium dense to dense, brown fine Sand with little Silt. Silty Sand was encountered below the Fill in each of the test borings. This material generally consisted of medium dense to dense, brown, fine to coarse Sand with trace to little Silt. Refer to the logs in Appendix 2 for more detail.

Groundwater was estimated to be approximately nine feet (El. 54+/-) below the existing ground surface during drilling. Please note that our measurements took place over a relatively short period of time and may not be indicative of actual stabilized groundwater levels.

GEOTECHNICAL ENGINEERING RECOMMENDATIONS

Asphalt and existing Fill (in its present state) are not suitable bearing materials for the proposed tennis courts.

We recommend that the proposed tennis courts be constructed on proof-compacted existing Fill, or compacted Granular Fill over proof-compacted existing Fill. The asphalt layer of the proposed tennis courts should be at least four inches thick and constructed on a minimum eight-inch thick base course of compacted Base Gravel placed on the prepared subgrade described above.



East Hartford High School Tennis Courts
East Hartford, Connecticut
File No. 0277-011.00
January 8, 2014
Page 3 of 5

Recommended gradation criteria for the Granular Fill and the Base Gravel materials are provided below. Granular Fill and Base Gravel should consist of hard, durable inorganic soil that is free of clay, loam, ice and snow, tree stumps, roots, and other organic or deleterious constituents.

Excavated existing Fill may be able to be used as Granular Fill if it does not contain deleterious constituents and is placed in lifts and compacted to the requirements contained herein. Excavated existing fill should be stockpiled as it is excavated and the material tested to confirm it satisfied recommended gradation criteria before attempting to reuse.

Sieve Size or Max Particle Size	Percent finer by weight	
	Base Gravel	Granular Fill
2/3 loose lift thickness	--	100
1 ½ inches	100	--
½ inches	50-85	--
No. 4	40-75	--
No. 10	30-60	30 – 100
No. 40	10-35	10 – 90
No. 100	5-20	--
No. 200	2-10	0 – 15

CONSTRUCTION CONSIDERATIONS

Subgrade Preparation

The existing asphalt of the deteriorated tennis courts should be stripped from within the area of the proposed tennis courts and a minimum of five feet beyond each edge. We recommend the use of smooth edged excavator bucket or dozer blade to make the final excavations to help protect the final subgrade.

Following stripping of the asphalt, the surface of the existing Fill should be proof-compacted with a minimum of six passes (three in each direction) of a 35-ton roller with a minimum static roller pressure of 120 psi. The subgrade should be observed by an experienced geotechnical engineer during proof-compaction and any areas exhibiting instability should be over-excavated and replaced with compacted Granular Fill. The final subgrade should be pitched at one-inch per 10 feet across the individual courts to promote subsurface drainage.



During proof-compaction, subgrades exhibiting permanent rutting in excess of one inch should be considered inadequate. In addition, elastic (rebound) movement or rutting in excess of one inch with substantial cracking or substantial lateral movement should also be considered inadequate.

The subgrade for the proposed tennis courts should be free of water and loose soils prior to placing and compacting fills. Additional Granular Fill (if required) and Base Gravel should be placed and compacted as soon as possible after subgrade preparation so that excessive weathering of subgrade does not occur. Should the materials at subgrade level become disturbed, the affected materials should be removed and replaced prior to placing additional materials.

Compaction Requirements

We recommend that all backfill materials be placed to a minimum in-place density of 95-percent of maximum dry density as determined by ASTM D1557.

Temporary Groundwater Control

We expect that temporary groundwater/storm water control can be accomplished by means of shallow trenches and sumps, and grading the excavations to low points in the project area and the water collected pumped to an appropriate location.

REVIEW OF FINAL DESIGN, PLANS, AND SPECIFICATIONS

When project plans and specifications are available they should be provided to **GeoDesign** for review of conformance with our geotechnical recommendations. If any changes are made to the proposed tennis courts the recommendations provided in this report will need to be verified by **GeoDesign** for applicability.

CONSTRUCTION QUALITY CONTROL

The actual depth limits of proof-compaction and Fill removal will not become fully apparent until during construction. The excavation of existing fill, proof-compaction of final subgrade, and placement and compaction of fill should be monitored and documented in the field by an experienced geotechnical engineer.

We are available to provide full-time personnel including laboratory and site testing services through completion of construction.



East Hartford High School Tennis Courts
East Hartford, Connecticut
File No. 0277-011.00
January 8, 2014
Page 5 of 5

LIMITATIONS

This report is subject to the limitations attached in Appendix 3.

Thank you for the opportunity to assist you with this project. If you have any questions please feel free to call the undersigned at 203-758-8836.

Sincerely,

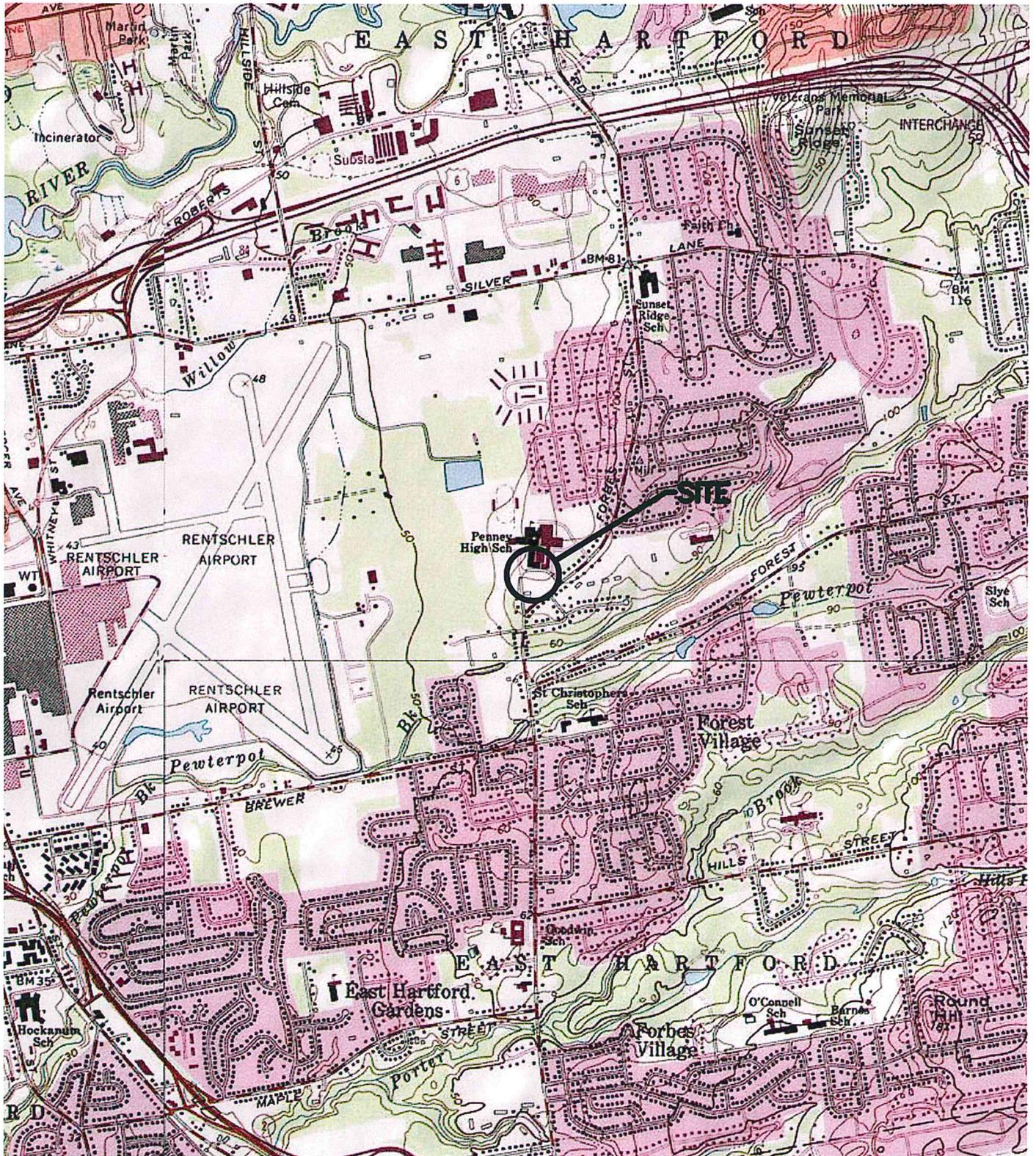
Joseph W. Kidd, P.E.
Senior Associate

Attachments: Appendix 1 – Figures
Appendix 2 – Boring Logs
Appendix 3 – Limitations

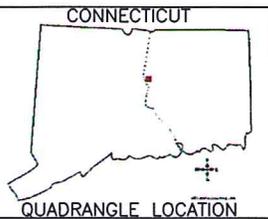
APPENDIX 1

FIGURES

M:\CL\0277\11\CAD\Geo Base File.dwg Conor Fitzpatrick 1/6/2014 10:07 AM GEO Standard Pen Table.ctb



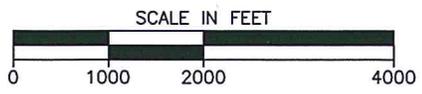
Geotechnical | Construction | Environmental
Engineers and Scientists
984 SOUTHFORD ROAD • MIDDLEBURY, CONNECTICUT 06762
TELEPHONE: 203.758.8836 • FACSIMILE: 203.758.8842



**PROPOSED TENNIS COURTS
EAST HARTFORD HIGH SCHOOL
EAST HARTFORD, CONNECTICUT**

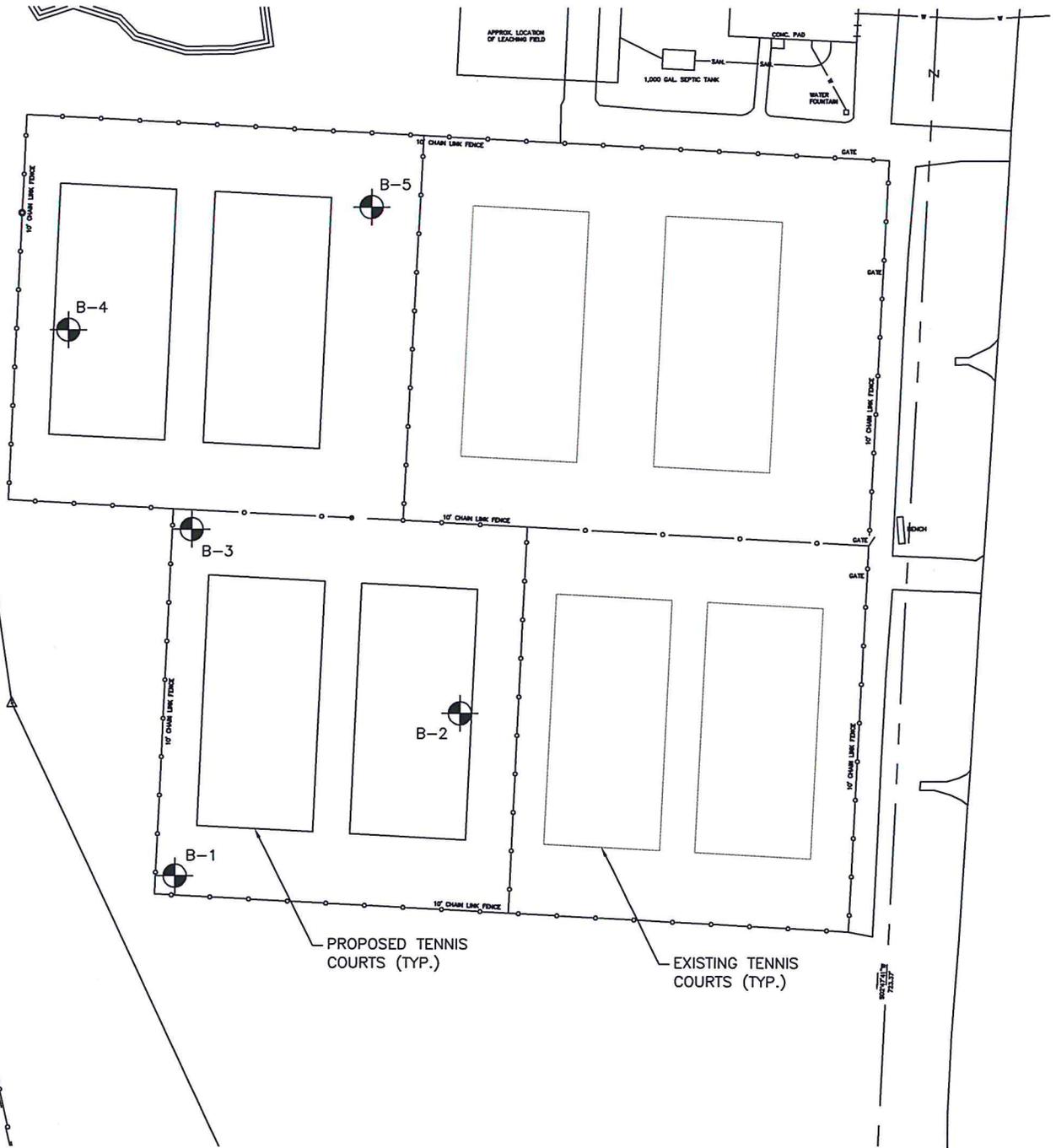
REFERENCE:
U.S.G.S. 7.5 MINUTE QUADRANGLE: EAST HARTFORD, CONNECTICUT.
FIGURE WAS CREATED USING TOPO! 2003 SOFTWARE.

DRAWN BY: CPF REVIEWED BY: JWK



PROJECT NO.	0277-011.00
DATE	1/5/14
FIGURE NO.	1

M:\CL\0277\11\CAD\Geo Base File.dwg Conor Fitzpatrick 1/6/2014 1:34 PM GEO Standard Pen Table.ctb



NOTES:

1. BASE MAP DEVELOPED FROM AN ELECTRONIC FILE PROVIDED BY BL COMPANIES ENTITLED "XZ-EHHS TENNIS COURTS".
2. BORINGS WERE PERFORMED BY NEW ENGLAND BORING CONTRACTORS AND OBSERVED AND LOGGED BY GEODESIGN PERSONNEL.
3. THE LOCATIONS OF THE BORINGS WERE DETERMINED BY TAPING AND VISUAL ESTIMATES FROM EXISTING SITE FEATURES. THESE LOCATIONS SHOULD BE CONSIDERED ACCURATE ONLY TO THE DEGREE IMPLIED BY THE METHOD USED.

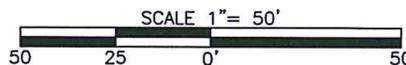
LEGEND

B-1  TEST BORING NO. AND LOCATION BY GEODESIGN, INC.



Geotechnical | Construction | Environmental
Engineers and Scientists
984 SOUTHFORD ROAD • MIDDLEBURY, CONNECTICUT 06762
TELEPHONE: 203.758.8836 • FACSIMILE: 203.758.8842

**PROPOSED TENNIS COURTS
EAST HARTFORD HIGH SCHOOL
EAST HARTFORD, CT**



PROJECT NO.	0277-011.00
DATE	1/5/14
FIGURE NO.	2

DRAWN BY: CPF REVIEWED BY: JWK

APPENDIX 2
TEST BORING LOGS

BORING LOG

Project Name

Proposed Tennis Courts
 East Hartford High School
 East Hartford, Connecticut

Boring No.: **B-1**
 Page No.: 1 of 1
 File No.: 0277-011.00
 Checked By: JWK

Boring Company: New England Boring
 Foreman: Mike St. John
 GeoDesign Rep.: Gerald Mishler
 Date Started: January 2, 2014 Date Finished: January 2, 2014
 N. Coordinate: _____ E. Coordinate: _____
 Ground Surface Elevation (feet): 62.5
 Station: _____ Offset: _____ ft

Casing:		Sampler:		Groundwater Observations			
Type:	I.D.:	Hammer Wt.:	Hammer Fall:	Date	Depth (ft)	Elev. (ft)	Notes
H.S.A.	in.	140 lbs	30 in.	1/2/14	9.0	53.5	Wet sample

Depth (ft)	Sample Information										Strata Description	Symbol	Sample Description		
	Casing Blows/ft		Penetration (inches)	Recovery (inches)	Depth (ft)	Blows / 6 inch Interval				Coring Time (min./ft)				Moisture Content (%)	Depth & Elevation (feet)
	Number	Type				0 - 6	6 - 12	12 - 18	18 - 24						
	1	SS	24	12	0.0	14	8	8	7			Asphalt Fill 62.2	Medium dense, dark brown fine SAND, little Silt		
	2	SS	24	14	2.0	14	8	7	6				Medium dense, orange brown fine SAND, little Silt		
5	3	SS	24	14	4.0	7	6	7	6				Medium dense, orange brown fine SAND, little Silt		
	4	SS	24	14	6.0	16	18	17	22				Dense, gray-brown fine to medium SAND, little Silt		
	5	SS	24	16	8.0	6	8	8	10			9.5	Medium dense, brown fine to coarse SAND, little Silt (wet)		
10	6	SS	24	16	10.0	12	13	19	17			10	Silty Sand 53.0	Dense, brown fine to medium Sand, little Silt (wet)	
												12.0	Bottom of Exploration at 12.0 ft 50.5		
15															
20															

Remarks: Boring backfilled with drilling spoils to approximately 1 foot below grade, 3/4 gravel to 0.5 feet. Tennis court asphalt surface repaired with cold asphalt patch.

Notes: 1) Stratification lines represent approximate boundary between material types, transitions may be gradual.
 2) Water level readings have been made at times and under conditions stated, fluctuations of groundwater may occur due to other factors than those present at the time measurements were made. AC = After coring; NR = Not Recorded.
 3) Abbreviations: A = Auger; C = Core; MC=Macrocore; D = Driven; G = Grab; PS = Piston Sample; SS = Split Spoon; SSL = 3.5 Inch ID Split Spoon; ST = Shelby Tube; V = Vane; WOR/H = Weight of Rod/Hammer
 4) Proportions Used: Trace = 1-10%; Little = 10-20%; Some = 20-35%; And = 35-50%

Boring No.: **B-1**

1 - BORING LOG MC 2008-2009 0277-011.00 BORING LOGS.GPJ GEODESIGN STANDARD.GDT 1/7/14



BORING LOG

Project Name
**Proposed Tennis Courts
 East Hartford High School
 East Hartford, Connecticut**

Boring No.: **B-2**
 Page No.: **1 of 1**
 File No.: **0277-011.00**
 Checked By: **JWK**

Boring Company: New England Boring
 Foreman: Mike St. John
 GeoDesign Rep.: Gerald Mishler
 Date Started: January 2, 2014 Date Finished: January 2, 2014
 N. Coordinate: _____ E. Coordinate: _____
 Ground Surface Elevation (feet): 63.5
 Station: _____ Offset: ft

Type:	Casing:	Sampler:	Groundwater Observations			
	H.S.A.	SS	Date	Depth (ft)	Elev. (ft)	Notes
I.D.:	in.	1.38 in.				
Hammer Wt.:	140 lbs	▼	1/2/14	9.0	54.5	Wet sample
Hammer Fall:	30 in.	▼				
Rig Type:	Mobile B-53	▼				
Hammer Type:	Safety - Hydraulic	▼				

Depth (ft)	Sample Information										Strata Description	Symbol	Sample Description		
	Casing Blows/ft		Penetration (inches)	Recovery (inches)	Depth (ft)	Blows / 6 inch Interval				Coring Time (min./ft)				Moisture Content (%)	Depth & Elevation (feet)
	Number	Type				0 - 6	6 - 12	12 - 18	18 - 24						
	1	SS	24	6	0.0	6	7	9	11			Asphalt Fill	63.2	Medium dense, light brown fine SAND, little Silt	
	2	SS	24	8	2.0	10	7	33	36					Dense, brown fine to coarse SAND, little Silt, trace Gravel	
5	3	SS	24	16	4.0	1	3	4	3					Loose, light brown fine SAND, little (+) Silt	
	4	SS	24	24	6.0	12	10	10	11			Silty Sand	57.5	Medium dense, brown fine to medium SAND, little Silt	
	5	SS	24	24	8.0	10	11	15	10					Medium dense, brown fine to coarse SAND, little Silt (wet)	
10	6	SS	24	24	10.0	12	13	19	17					Dense, brown fine to medium SAND, little Silt (wet)	
												Bottom of Exploration at 12.0 ft	51.5		
15															
20															

Remarks: Boring backfilled with drilling spoils to approximately 1 foot below grade, 3/4 gravel to 0.5 feet. Tennis court asphalt surface repaired with cold asphalt patch.

Notes: 1) Stratification lines represent approximate boundary between material types, transitions may be gradual.
 2) Water level readings have been made at times and under conditions stated, fluctuations of groundwater may occur due to other factors than those present at the time measurements were made. AC = After coring; NR = Not Recorded.
 3) Abbreviations: A = Auger; C = Core; MC=Macrocore; D = Driven; G = Grab; PS = Piston Sample; SS = Split Spoon; SSL = 3.5 Inch ID Split Spoon; ST = Shelby Tube; V = Vane; WOR/H = Weight of Rod/Hammer
 4) Proportions Used: Trace = 1-10%; Little = 10-20%; Some = 20-35%; And = 35-50%

Boring No.: **B-2**

1 - BORING LOG MC 2008-2009 0277-011.00 BORING LOGS.GPJ GEODESIGN STANDARD.GDT 1/7/14



BORING LOG

Boring No.: **B-3**
 Page No.: **1 of 1**
 File No.: **0277-011.00**
 Checked By: **JWK**

Project Name

Proposed Tennis Courts
 East Hartford High School
 East Hartford, Connecticut

Boring Company: New England Boring
 Foreman: Mike St. John
 GeoDesign Rep.: Gerald Mishler
 Date Started: January 2, 2014 Date Finished: January 2, 2014
 N. Coordinate: _____ E. Coordinate: _____
 Ground Surface Elevation (feet): 62.5
 Station: _____ Offset: ft

Type:	Casing:	Sampler:	Groundwater Observations			
			Date	Depth (ft)	Elev. (ft)	Notes
H.S.A.		SS				
I.D.: in.		1.38 in.				
Hammer Wt.: 140 lbs			1/2/14	9.0	53.5	Wet sample
Hammer Fall: 30 in.						
Rig Type: Mobile B-53						
Hammer Type: Safety - Hydraulic						

Depth (ft)	Casing Blows/ft	Sample Information										Strata Description	Symbol	Sample Description	
		Number	Type	Penetration (inches)	Recovery (inches)	Depth (ft)	Blows / 6 inch Interval				Coring Time (min./ft)				Moisture Content (%)
							0 - 6	6 - 12	12 - 18	18 - 24					
	1	SS	24	14	0.0	9	14	13	9			Asphalt Fill	62.2	Medium dense, light brown fine SAND, little Silt	
	2	SS	24	10	2.0	8	8	6	5					Medium dense, light brown fine SAND, little Silt	
5	3	SS	24	20	4.0	7	7	9	10					Medium dense, brown fine SAND, little Silt	
	4	SS	24	18	6.0	11	14	17	16			Silty Sand	56.5	Dense, brown fine to medium SAND, little Silt	
	5	SS	24	18	8.0	9	13	11	12					Medium dense, brown fin to coarse SAND, little Silt (wet)	
10	6	SS	24	16	10.0	12	15	16	18					Dense, brown fine to coarse SAND, little Silt (wet)	
												Bottom of Exploration at 12.0 ft	50.5		
15															
20															

Remarks: Boring backfilled with drilling spoils to approximately 1 foot below grade, 3/4 gravel to 0.5 feet. Tennis court asphalt surface repaired with cold asphalt patch.

Notes: 1) Stratification lines represent approximate boundary between material types, transitions may be gradual.
 2) Water level readings have been made at times and under conditions stated, fluctuations of groundwater may occur due to other factors than those present at the time measurements were made. AC = After coring; NR = Not Recorded.
 3) Abbreviations: A = Auger; C = Core; MC=Macrocore; D = Driven; G = Grab; PS = Piston Sample; SS = Split Spoon; SSL = 3.5 Inch ID Split Spoon; ST = Shelby Tube; V = Vane; WOR, H = Weight of Rod/Hammer
 4) Proportions Used: Trace = 1-10%; Little = 10-20%; Some = 20-35%; And = 35-50%

Boring No.: **B-3**

1 - BORING LOG MC 2008-2009 0277-011.00 BORING LOGS.GPJ GEODESIGN STANDARD_GDT_1/7/14



Geotechnical | Construction | Environmental
Engineers and Scientists
984 Southford Road - Middlebury, CT 06762
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BORING LOG

Project Name
**Proposed Tennis Courts
East Hartford High School
East Hartford, Connecticut**

Boring No.: **B-4**
Page No.: **1 of 1**
File No.: **0277-011.00**
Checked By: **JWK**

Boring Company: New England Boring
Foreman: Mike St. John
GeoDesign Rep.: Gerald Mishler
Date Started: January 2, 2014 Date Finished: January 2, 2014
N. Coordinate: _____ E. Coordinate: _____
Ground Surface Elevation (feet): 62.5
Station: _____ Offset: ft

Casing:	Sampler:	Groundwater Observations			
		Date	Depth (ft)	Elev. (ft)	Notes
Type: <u>H.S.A.</u>	<u>SS</u>				
I.D.: <u>in.</u>	<u>1.38 in.</u>				
Hammer Wt.: <u>140 lbs</u>	<u>▼</u>	<u>1/2/14</u>	<u>9.0</u>	<u>53.5</u>	<u>Wet sample</u>
Hammer Fall: <u>30 in.</u>	<u>▼</u>				
Rig Type: <u>Mobile B-53</u>	<u>▼</u>				
Hammer Type: <u>Safety - Hydraulic</u>	<u>▼</u>				

Depth (ft)	Casing Blows/ft	Sample Information										Strata Description	Symbol	Sample Description	
		Number	Type	Penetration (inches)	Recovery (inches)	Depth (ft)	Blows / 6 inch Interval				Coring Time (min./ft)				Moisture Content (%)
							0 - 6	6 - 12	12 - 18	18 - 24					
		1	SS	24	6	0.0	15	13	10	17			Asphalt Fill	62.2	Medium dense, orange brown fine SAND, little Silt
		2	SS	24	8	2.0	5	6	6	6				4.0	Medium dense, brown fine SAND, little Silt
5		3	SS	24	12	4.0	12	12	17	17			Silty Sand	58.5	Dense, brown fine to medium SAND, trace Silt
		4	SS	24	10	6.0	7	8	10	17					Medium dense, brown fine to medium SAND, little Silt
		5	SS	24	10	8.0	9	13	14	10					Medium dense, brown fine to coarse SAND, little Silt (wet)
10		6	SS	24	10	10.0	7	7	6	8					Medium dense, brown fine to coarse SAND, trace Silt (wet)
														12.0	Bottom of Exploration at 12.0 ft
15															
20															

Remarks: Boring backfilled with drilling spoils to approximately 1 foot below grade, 3/4 gravel to 0.5 feet. Tennis court asphalt surface repaired with cold asphalt patch.

Notes:
1) Stratification lines represent approximate boundary between material types, transitions may be gradual.
2) Water level readings have been made at times and under conditions stated, fluctuations of groundwater may occur due to other factors than those present at the time measurements were made. AC = After coring; NR = Not Recorded.
3) Abbreviations: A = Auger; C = Core; MC=Macrocore; D = Driven; G = Grab; PS = Piston Sample; SS = Split Spoon; SSL = 3.5 Inch ID Split Spoon; ST = Shelby Tube; V = Vane; WOR/H = Weight of Rod/Hammer
4) Proportions Used: Trace = 1-10%; Little = 10-20%; Some = 20-35%; And = 35-50%

Boring No.: **B-4**

1 - BORING LOG MC 2008-2009 0277-011.00 BORING LOGS.GPJ, GEODESIGN STANDARD, GDT, 1/17/14



BORING LOG

Boring No.: **B-5**
 Page No.: **1 of 1**
 File No.: **0277-011.00**
 Checked By: **JWK**

Project Name
**Proposed Tennis Courts
 East Hartford High School
 East Hartford, Connecticut**

Boring Company: New England Boring
 Foreman: Mike St. John
 GeoDesign Rep.: Gerald Mishler
 Date Started: January 2, 2014 Date Finished: January 2, 2014
 N. Coordinate: _____ E. Coordinate: _____
 Ground Surface Elevation (feet): 63
 Station: _____ Offset: ft

Type:	Casing:	Sampler:	Groundwater Observations			
	H.S.A.	SS	Date	Depth (ft)	Elev. (ft)	Notes
I.D.:	in.	1.38 in.				
Hammer Wt.:		140 lbs	1/2/14	7.0	56.0	Wet sample
Hammer Fall:		30 in.				
Rig Type:		Mobile B-53				
Hammer Type:		Safety - Hydraulic				

Depth (ft)	Casing Blows/ft	Sample Information										Strata Description	Symbol	Sample Description	
		Number	Type	Penetration (inches)	Recovery (inches)	Depth (ft)	Blows / 6 inch Interval				Coring Time (min./ft)				Moisture Content (%)
							0 - 6	6 - 12	12 - 18	18 - 24					
	1	SS	24	10	0.0	8	6	8	7			Asphalt Fill	62.7	Medium dense, brown fine SAND, little Silt	
	2	SS	24	10	2.0	5	6	5	5					Medium dense, brown fine SAND, little Silt	
5	3	SS	24	12	4.0	7	7	8	7					Medium dense, light brown fine SAND, little Silt	
	4	SS	24	11	6.0	8	8	11	12			Silty Sand	57.0	Medium dense, brown fine to coarse SAND, little Silt	
	5	SS	24	16	8.0	4	6	12	14					Medium dense, brown fine to medium SAND, little Silt (wet)	
10	6	SS	24	18	10.0	9	6	8	11					Medium dense, brown fine to coarse SAND, little Silt (wet)	
												Bottom of Exploration at 12.0 ft	51.0		
15															
20															

Remarks: Boring backfilled with drilling spoils to approximately 1 foot below grade, 3/4 gravel to 0.5 feet. Tennis court asphalt surface repaired with cold asphalt patch.

Notes: 1) Stratification lines represent approximate boundary between material types, transitions may be gradual.
 2) Water level readings have been made at times and under conditions stated, fluctuations of groundwater may occur due to other factors than those present at the time measurements were made. AC = After coring; NR = Not Recorded.
 3) Abbreviations: A = Auger; C = Core; MC=Macrocore; D = Driven; G = Grab; PS = Piston Sample; SS = Split Spoon; SSL = 3.5 Inch ID Split Spoon; ST = Shelby Tube; V = Vane; WOR/H = Weight of Rod/Hammer
 4) Proportions Used: Trace = 1-10%; Little = 10-20%; Some = 20-35%; And = 35-50%

Boring No.: **B-5**

1 - BORING LOG MC 2008-2009 0277-011.00 BORING LOGS.GPJ GEODESIGN STANDARD_GDT_1/7/14

APPENDIX 3
LIMITATIONS

LIMITATIONS

Explorations

1. The analysis and recommendations submitted in this report are based in part upon the data obtained from widely spaced subsurface explorations. The nature and extent of variations between these explorations may not become evident until construction. If variations then appear evident, it will be necessary to reevaluate the recommendations of this report.
2. The generalized soil profile described in the text is intended to convey trends in subsurface conditions. The boundaries between strata are approximate and idealized and have been developed by interpretations of widely spaced explorations and samples; actual soil transitions are probably more erratic. For specific information, refer to the boring logs.
3. Water level readings have been made in the drill holes at times and under conditions stated on the logs. These data have been reviewed and interpretations made in the text of this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature and other factors occurring since the time measurements were made.

Review

4. In the event that any changes in the nature, design or location of the proposed tennis courts are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report modified or verified in writing by GeoDesign, Inc. It is recommended that this firm be provided the opportunity for a general review of final design and specifications in order that earthwork and geotechnical recommendations may be properly interpreted and implemented in the design and specifications.

Uses of Report

5. This report has been prepared for the exclusive use of BL Companies and their Design Team for specific application to the proposed tennis courts at the East Hartford High School in East Hartford, Connecticut, in accordance with generally accepted soil and foundation engineering practices. No other warranty, express or implied, is made.

APPENDIX E
SITE/CIVIL DRAWING INDEX

**EAST HARTFORD HIGH SCHOOL
TENNIS COURT RENOVATIONS
SITE/CIVIL DRAWINGS
October 23, 2015**

Drawing Index

<u>SHEET NUMBER</u>	<u>DATED</u>	<u>TITLE</u>
N/A	20APR15	TITLE SHEET
EX-1	28JAN14	TOPOGRAPHIC SURVEY
GN-1	20APR15	GENERAL NOTES
GN-2	20APR15	GENERAL NOTES
EC-1	20APR15	EROSION CONTROL PLAN
DM-1	20APR15	DEMOLITION PLAN
SP-1	20APR15	SITE PLAN
GDU-1	20APR15	GRADING, DRAINAGE & UTILITIES PLAN
DN-1	20APR15	DETAILS
DN-2	20APR15	DETAILS
DN-3	20APR15	DETAILS
DN-4	20APR15	DETAILS
DN-5	20APR15	DETAILS
DN-6	20APR15	DETAILS

The following electrical drawings are included for reference only. Sports lighting and associated electrical work described on the electrical drawings will be completed by Musco Lighting (and/or their subcontractor).

E0.01	28MAY15	ELECTRICAL GENERAL NOTES, SYMBOL LEGEND, ABBREVIATIONS AND SPECIFICATIONS
E0.02	28MAY15	ELECTRICAL PANEL SCHEDULES, ONE LINE DIAGRAMS, AND DETAILS
E1.01	28MAY15	ELECTRICAL SITE PLAN

NOTE: ALL DRAWINGS REVISED TO 10/23/2015