



Town of Wethersfield
505 SILAS DEANE HIGHWAY
WETHERSFIELD, CONNECTICUT 06109

MICHAEL J. O'NEIL
FINANCE DIRECTOR

INVITATION TO BID
COVE PARK BOAT RAMP

Bid # 2019-07

The Town of Wethersfield will be accepting bid proposals for the **COVE PARK BOAT RAMP** to be submitted at the following location:

Finance Office, Second Floor
Wethersfield Town Hall
505 Silas Deane Highway
Wethersfield, Connecticut 06109

Proposal specification packages may be downloaded at www.wethersfieldct.gov under the Departments/Finance/Open Bids link, on or after **Monday, January 28, 2019**.

Sealed bid proposals must be *submitted with one original hard copy, three hard copies of the original and one electronic copy (via flash drive)*, on designated forms and in designated envelopes clearly marked with the bid title and opening date. Bids will be received by the Town of Wethersfield, Finance Department, 2nd Floor, Wethersfield Town Hall, 505 Silas Deane Highway, Wethersfield, CT 06109, **until Tuesday, February 19, 2019 at 2:00 p.m.**, at which time they will be publicly opened and read aloud. Bids received after the date and time specified will not be accepted.

The Town of Wethersfield, after review of all factors, including the terms and conditions, qualifications and price, reserves the right to accept or reject any and all bids, or any part thereof, or waive defects in the same, or accept any proposal or combination of proposals deemed to be in the best interest of the Owner. All bid documents must be completely filled out when submitted. Bids must be firm for a period of 90 days following the bid opening date. Bid withdrawal may be made only with the consent of the Town of Wethersfield.

Michael O'Neil
Finance Director
Town of Wethersfield

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INSTRUCTIONS TO BIDDERS

INTENT

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The intent of this bid is for the Town of Wethersfield to retain a contractor to construct a boat ramp for the Cove Park Boat Launch at Cove Park. Project consists of providing all plant, labor, supervision, equipment, appliances and material and in performing all operations in connection with at least, but not necessarily limited to the following items: excavation and site preparation, layout and installation of concrete boat ramp, and re-grading adjacent areas. The contractor shall provide all items and accessories required to complete all aspects of the work needed for a complete and proper installation. The project shall be completed in strict accordance with the contract documents.

The project site is located at Cove Park, 533 Main Street in Wethersfield, Connecticut, owned by the Town of Wethersfield. The site is located along the eastern shore of Wethersfield Cove, which is a cul-de-sac cove of the Connecticut River. Accessibility to existing facilities is dependent upon the water level in the cove and adjacent Connecticut River. The entire site is located in a coastal flood hazard area.

Funding of this contract will be provided through the SMALL HARBOR IMPROVEMENT PROJECTS Program (SHIPP grant) from the State of Connecticut acting by the Connecticut Port Authority and the Town of Wethersfield. The project has been authorized by the Wethersfield Town Council.

The Contractor must be prepared to start work within the period of time specified herein and have adequate labor, materials, and equipment available to complete work in a timely manner and minimize disruption to the existing facility. The following instructions and specifications shall be observed by all Bidders.

I. GENERAL PROVISIONS

1. Place of Bid Opening

Town Hall, Finance Department located on the second floor at 505 Silas Deane Highway, Wethersfield, Connecticut.

2. Time of Bid Opening

Tuesday, February 19, 2019 at 2:00 p.m. If no award has been made, bids may be withdrawn ninety (90) calendar days after bid opening.

3. Bid Return Envelope

Please clearly mark your envelope with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town prior to date specified shall be rejected. The following forms shall be submitted:

- A. Bid Forms: Pages C-1 and C-2
- B. Qualifications of Bidder: Pages C-3 thru C-7
- C. Fair Employment Practice Qualifications for Bidders: Pages C-8 and C-9
- D. Non-Collusive Affidavit: Page C-10
- E. Affidavit for Local Preference (submit only if applicable): Appendix III
- F. Affidavit Ordinance Natural Gas and Oil: Appendix VII

The enclosures are also required to be provided by the Bidder:

- G. Subcontractor List (if applicable)
- H. Substitution List (if applicable)
- I. Debris Disposal Plan

INSTRUCTIONS TO BIDDERS

- J. Site Utilization Plan
- K. Construction Methodology
- L. One (1) Original plus three (3) copies of Bid and One Electronic via flash drive.
- M. Bid Security

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In order to receive consideration, submit bids in strict accordance with the following:

- A. Make bids upon the forms provided therefore, properly signed and with all items filled-out. Do not change the wording of the Bid Form, and do not add words to the Form of Bid. Conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid. If alterations by erasure or inter-lineation are made for any reason, explain over such erasure or inter-lineation with a signed statement from the bidder.
- B. No electronically transmitted bid, or bid modified electronically, will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. With the Bid, Provide all required enclosures listed on this Invitation to Bid.
- D. The Project is exempt from State of Connecticut sales and use tax.
- E. In addition to the prices bid, each bidder may quote binding discounts, which will be considered in making the award.

4. General Conditions of the Contract for Construction

The AIA Document A201 – 2007, the “General Conditions of the Contract for Construction” (Appendix VIII) are a part of these specifications and shall be binding on the contractor/subcontractors who performs this work. In addition, Supplementary Conditions by the Town (Appendix IX) contain changes and additions to the General Conditions of the Contract (AIA Document A201-2007). Where any part of the General Conditions is modified or voided by the Supplementary Conditions, the remaining unaltered provisions of the General Conditions shall remain in effect. As a supplementary to both documents, where the term ‘architect’ is used in the contract, such roles and duties may be fulfilled by the ‘engineer’.

All work completed as part of this contract shall be in accordance with the enclosed Town of Wethersfield specifications and details, and the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 817 dated 2016, as amended (hereafter referred to as “Form 817”). If a conflict exists between these specifications, the Town specifications shall govern.

5. Subcontractor Provisions State of Connecticut

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a - 60, 4a - 60, 4a - 60g, and 46a – 68b through 46a – 38f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

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

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

<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNavGID=1806>

6. Forum and Choice of Law

Contract will abide by the laws of Connecticut. Jurisdiction of claims will be in the Judicial District of Hartford only.

7. Examination of Documents and Site of Work

The Bidder acknowledges the following:

- A. The Bidder has reviewed and examined the Bid Documents to the degree which he is satisfied that the Bid submitted includes the cost to perform the Work as set forth in the proposed Contract Documents.
- B. The Bidder has informed himself of the existing conditions and limitations under which the Work is to be performed and that Bid submitted includes the cost to account for these existing conditions and limitations.
- C. The Bidder is satisfied with the subsurface information provided with the Bid Documents to the degree that the Bid submitted includes the cost to account for the subsurface conditions as represented in the Bid Documents. The Bidder further acknowledges that he agrees with the extent of the subsurface information provided, that it is representative of the anticipated conditions, and that the extent of the Bidder's own subsurface investigation, if waived, would not differ significantly.

The Town will hold a non-mandatory pre-bid meeting for this project on site at 533 Main Street on Thursday, February 7, 2019 at 11:00 a.m. (Snow date of Feb. 8th, same place and time). At date fixed for opening of Bids, it will be presumed that each Bidder has made an examination of location and site of work to be done under Contract, has satisfied himself as to actual conditions, requirements, and quantities of work and has read and become thoroughly familiar with Contract Documents including Contract Drawings, Specifications and Addenda.

8. Questions Relating to Specifications

Any request from prospective bidders for interpretation of meaning of contract drawings, specifications or other contract documents must be **made in writing to the Town of Wethersfield Finance Department** via email at purchasing@wethersfieldct.gov.

Requests must be received at least SEVEN (7) CALENDAR DAYS prior to date fixed for opening of Proposals to be given consideration. Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of Contract. Not later than four (4) calendar days prior to date fixed for opening of Proposals, Addenda will be emailed to all persons who obtained Contract Documents posted on the Town's website **and** provide an email address to purchasing@wethersfieldct.gov. Failure of any bidder to receive any such Addenda shall not relieve bidder from any obligation under his Proposal as submitted.

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9. Proof of Competency of Bidder

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A bidder is required to furnish evidence satisfactory to the Town of Wethersfield that the bidder and his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner. Such evidence includes representative project information, similar to the scope and magnitude of this project, consisting of references, contract value, and other pertinent information. Refer to Qualifications of Bidder Forms: Pages C-3 through C-7.

10. Modification or Withdrawal of Bids

The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for herein.

- A. Bids may be modified or withdrawn by written notice received in the office of the Town of Wethersfield before the scheduled due time for bids. Written confirmation over the signature of the bidder shall be received, and date and time-stamped, by the receiving party on or before the date and time set for receipt of bids.
- B. Withdrawn bids may be re-submitted up to the date and time designated for receipt of bids provided they are in full conformance with the Bid Documents.
- C. Except as provided for above, a bidder may not withdraw its bid before the expiration of ninety (90) days after the bid due time; thereafter, a Bidder may withdraw its bid only in writing and in advance of an actual award. Each bidder so agrees to this stipulation in submitting a Bid.

11. No Bid

Failure to return a bid or the attached "No Bid" Response form may result in the removal of your firm's name from the Town's Bid List. Receipt of responsive bids and "No Bid" responses will result in your firm's retention on the Bid List.

12. Bid Security

A bid bond or certified check in the amount of 5% of bid is required to be submitted with the Bid. Bid Security will be returned to all except the successful bidder upon award.

13. Performance/Labor & Material Bonds

The successful bidder shall at time of award of contract submit acceptable performance and labor and material bonds, each in an amount equal to 100% of amount bid that is issued by a surety company authorized to do business in the State of Connecticut, indemnifying the Town of Wethersfield against any loss or expense in repairing, remedying or correcting the work performed by the licensee if the same is defective or not in accordance with the ordinance of the Town of Wethersfield. If necessary, these bonds may be renewed annually and will be released upon expiration of the guarantee period, which is one year after the date of written acceptance of work.

The Contractor is responsible to provide increased bond amounts for each TWENTY-FIVE (25%) increase in the total contract value as a cumulative result of change orders.

14. Basis of Award

This contract shall be awarded to the lowest qualified Bidder. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame and history of performance on previous projects.

INSTRUCTIONS TO BIDDERS

15. Award of Contract

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It is the Town's intent to award this Contract to the lowest responsible and qualified bidder possessing skill and ability to perform the work. The Town reserves the right, for any reason or for no reason, to reject any Bid or all Bids, to negotiate with any or all Bidders, to waive any informalities, irregularities or omissions in any bids received or to afford any Bidder an opportunity to remedy any informality or irregularity if in the opinion of the Town it is in the best interest of the Town to do so.

Notice of acceptance of a bid will be given to the successful bidder by Owner by mail to bidder's address stated in Bid. If, within seven (7) calendar days immediately after receipt of Notice of Acceptance of Bid, the successful bidder shall fail or refuse to deliver a Bond properly executed, Bidder's Bid and Acceptance, at option of Owner, shall become null and void. He shall forfeit to Owner, as liquidated damages for such failure or refusal, the Bid Bond or certified check accompanying this Bid and Owner may proceed to accept another of the Bids. Contractor shall start work under this contract and shall continue to completion with all practical personnel, equipment and schedule regularity.

Execution of Contract

- A. Without in any way affecting the indemnity herein provided and in addition thereto, the bidder shall secure and maintain at its own expense, the insurance detailed in Appendix I - Town's Insurance and Indemnification requirements. Additionally, workers compensation insurance shall include any applicable U.S. Longshoremen & Harborworkers Act endorsements. Insurance certificates in accordance with the requirements contained herein must be submitted to the Town prior to the signing of an agreement.
- B. Prior to delivery of the signed Agreement, the bidder to whom the Contract is awarded shall deliver to the Town of Wethersfield those Certificates of Insurance required by the Contract Documents naming the Town of Wethersfield as an additional insured and any Performance/Labor & Material bonds as are required by the Town of Wethersfield. Certificates of insurance shall be approved by the Town of Wethersfield before the successful bidder may proceed with the work.
- C. The bidder to whom the Contract is awarded shall, within ten (10) calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Town of Wethersfield.

The Contractor agrees to begin work for the project within ten (10) CALENDAR DAYS of receiving a written Notice to Proceed from the Town and agrees to complete all work for the project within the stipulated contract time (see Item 18).

16. Substitution for Named Brands

Should brand name items appear in this bid, before bidding on any item considered equal to or better than a named item, the bidder shall submit a written request for substitution of the specified manufacturer and/or model to RACE COASTAL ENGINEERING at least SEVEN (7) CALENDAR DAYS prior to the bid opening. To ensure the proposed substitution will comply with these specifications, drawings with dimensions, materials, installation procedures, and all other supporting information must be submitted for review.

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RACE COSTAL ENGINEERING and the TOWN OF WETHERSFIELD will evaluate and verify the accuracy of the submittal. If it is determined the qualifying criteria have not been met, the proposed substitution will be rejected. Manufacturers other than those listed above may only be used if the Town or its agent RACE COSTAL ENGINEERING provides written approval of the proposed substitution via addendum five (5) calendar days prior to the bid. The ruling shall be final.

17. Price, Discounts, Payment

Prices bid shall not include any taxes, Local, State or Federal, as the Town is not liable. In addition to the prices bid, each bidder may quote binding discounts which will be considered in making the award. It is the practice of the Town to pay valid invoices within thirty (30) calendar days after receipt.

18. Substantial Completion

The date for substantial completion for all work associated with this project is Friday, May 24, 2019, unless amended by RACE COASTAL ENGINEERING and the TOWN OF WETHERFIELD. The Contractor shall commence and perform the Work expeditiously in accordance with the Contractor's Owner-approved construction schedule with adequate, trained forces and shall achieve substantial completion and final completion within the date stated.

19. Delays

Delays for completion of work shall only be authorized by RACE COASTAL ENGINEERING and the TOWN OF WETHERSFIELD and shall be in writing. Delays due to the contractor's inability to complete the work for reasons other than weather, shall not be considered as authorized.

20. Prevailing Wage Rates

This project imposes the requirements of the State of Connecticut prevailing wage laws and the Davis Bacon Act. See Appendix X.

21. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereon or of his right, title or interest therein, of his obligations thereunder, without receiving written consent from the TOWN OF WETHERSFIELD.

22. Acceptance of Subcontractor

Submission of names of Subcontractors in the Bid Proposal shall be deemed as constituting acceptance by Contractor, if awarded the Contract, the bids of all such subcontractors. Any alteration therein after award of Contract shall be subject to the approval of the Town of Wethersfield.

23. Payment Requests, Retainage and Guarantee Period

Contractor may submit a request for payment once each month for work done and accepted by RACE COASTAL ENGINEERING. Each request for payment shall be computed from work completed with all items listed in a detailed breakdown of contract amount, less five percent (5%) to be retained until expiration of the guarantee period, which shall be one year from the date of written acceptance of all work.

24. Payments for Extra Work

Written notice of claims for payments for extra work shall be submitted by the Contractor within TEN (10) CALENDAR DAYS after receipt of instructions from the Owner, as approved by RACE COASTAL ENGINEERING, to proceed with extra work, and also before any work is commenced

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except in an emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheet showing all labor and material shall be submitted to RACE COASTAL ENGINEERING for review and approval by the Town of Wethersfield. Extra work required by the Owner shall specify any extension of contract time and one of the following methods of payment;

- A. Unit prices, or a combination of unit prices, which formed basis of original contract.
- B. A lump sum based on Contractor's estimate accepted by RACE COASTAL ENGINEERING and approved by the Town of Wethersfield.
- C. Actual cost plus 15% for overhead and profit.

25. Insurance Requirements

The contractor shall procure and maintain at its own expense, the insurance detailed in Appendix I - Town's Insurance and Indemnification Requirements.

Note: Insurance Certificates in accordance with the requirements contained herein must be submitted to the Town prior to the signing of the Contract.

Insurance Certificates shall be filed with the Town of Wethersfield Finance Department by each licensee. These certificates shall hold harmless in all cases, the Town from all forms of liability.

26. Non-Collusive Affidavit

Bidders must sign and submit the attached Non-Collusive Affidavit form with their bid.

27. Local Bidder Preference

See Appendix II for the Town Ordinance Providing for Local Preference and Appendix III for the associated Affidavit Form.

28. Equal Opportunity - Affirmative Action

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each contractor with fifteen (15) or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals: and target dates to assure the implementation of equal employment. Each contractor with fewer than fifteen (15) employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. All bidders must fill out the "Fair Employment Practices for Qualifications of Bidders" form that follows. Findings of non-compliance, with applicable State and Federal equal opportunity laws and regulations could be sufficient reasons for revocation or cancellation of this contract.

29. Prohibition on Natural Gas and Oil Waste from Extraction Activities

Pursuant to Section 7-148 of the Connecticut General Statutes, the Town has passed an ordinance prohibiting the presence of fracking waste in materials applied within Town and purchased for municipal projects. **The Affidavit provided in Appendix VII must be signed and returned with the bid. Failure to return the signed form with the bid will render the bid invalid.**

II. TECHNICAL SPECIFICATIONS

1. Scope of Work

- A. The contract resulting from these specifications shall include all labor, tools, equipment, and

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materials necessary to satisfactorily complete all work shown on the Drawings and in the specifications.

- B. Owner reserves the right to change the scope of the project for any reason before or after the bid is awarded without penalty to the Owner. The Owner reserves the right to reduce or increase any or all quantities shown on the Bid Form or eliminate items of work entirely as may be in the best interest of the Town without penalty.
- C. Measurement of all items and payment thereof shall be based upon the quantity of each item in place and accepted multiplied by the bid price.
- D. Lump sum prices bid shall include all labor, tools, equipment, and materials necessary to complete that item.
- E. Unless otherwise noted, materials and construction methods shall be in strict accordance with the specifications and drawings that are a part of this contract.

2. Material Submittals

The contractor shall submit shop drawings, working drawings and product data in accordance with the specifications of Section 1.05.02-5 of Form 817. Even if not explicitly listed in the technical specifications provided herein, this information must be submitted to RACE COASTAL ENGINEERING for review and approval for all materials associated with the completion of work prior to fabrication, purchase and delivery to the site.

3. Specifications and Drawings

Refer to the TOWN OF WETHERSFIELD Technical Specifications and Drawings in the plans entitled "COVE PARK BOAT RAMP", dated January 21, 2019 and prepared by RACE COASTAL ENGINEERING. The technical specifications and drawings are appended to this document and are included as part of this contract.

III. ADDITIONAL REQUIREMENTS

1. Debris Disposal Plan

With the Bid, provide a detailed disposal plan for all construction and demolition debris. All construction and demolition debris, scheduled to be demolished, shall become the property of the Contractor. The debris disposal plan shall acknowledge this and identify the means and methods and final disposition for all disposed materials which shall be sent to a facility licensed by the applicable regulatory agencies to receive such material. Surplus materials are the responsibility of the Contractor and shall be properly disposed of in accordance with all local, state and federal regulations.

2. Site Utilization Plan

With the Bid, submit a detailed Site Utilization Plan in consideration of the requirements set forth in the Bid Documents. The Site Utilization Plan shall contain a drawing depicting as a minimum, the following:

- A. Staging areas for equipment, both upland and waterborne
- B. Parking areas for project personnel.
- C. Material storage areas
- D. Location of Contractors field office(s)

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- E. Access roads throughout the site
- F. Lay-out of temporary utilities
- G. Location of Refuse Container (s)
- H. Storage of excavated materials

3. Construction Methodology

With the Bid provide a detailed description of the methods the Contractor proposes to use to perform the Work including a description of all major equipment that will be used.

4. Provisions for Prosecution of Work

The hours for prosecution of work is 8:00 a.m. to 4:30 p.m. on weekdays. Work will only be allowed on weekends and holidays with approval from the Town. Upon completion of each day's work, the site must be secured. Work outside the hours specified is allowed if approved by Director of Parks & Recreation.

5. Provisions for Access

The work shall be constructed to allow for passage of vehicles and boating traffic at all times. Hours of operation are dawn to dusk. The access road shall be open to two-way traffic.

6. Traffic Control

All traffic control procedures shall be supplied, installed and maintained by the Contractor. During construction, any hazards left overnight shall be identified with, but not limited to, signs, cones and barricades in order to identify those hazards. During construction, any hazards left overnight shall be identified with lighted barricades.

7. Inspection of Work

All materials and work shall be subject to inspection by RACE COASTAL ENGINEERING or a representative of the Town of Wethersfield Town Staff at all times, and the Contractor will be held strictly to the true intent of drawings and specifications in regard to quality of materials, workmanship, and diligent execution of contract. Materials furnished under these specifications shall be approved by the Town prior to purchase and delivery to the job site and are subject to such inspections. The Town shall be allowed access to all areas of the work site and shall be furnished such information and assistance by the Contractor as required to conduct complete and detailed inspections.

8. Safety

All work shall comply with all pertinent OSHA, Federal, State, and Local Regulations. The contractor shall maintain safety measures at all times when a hazard or hazards exist in or around the work area. The contractor shall implement additional safety measures as directed by the Town's representative or by other State, Federal, or Local authorities at no additional cost to the Town.

If at any time, the Town of Wethersfield must install or provide labor, equipment, or materials, in order to eliminate a safety hazard due to activity related to this contract, the Contractor shall be billed by the Town for such services (including 100% of the cost of police for traffic control as defined above).

9. Utilities

The Contractor shall contact the respective utility companies including "CALL BEFORE YOU DIG" at 811 or 1-800-922-4455 and must be especially careful not to disturb or break existing manholes, catch basins, valve boxes, castings, utilities or services. The Contractor is solely responsible for any

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monetary charges made by utility companies for repair or replacement of damaged utilities, castings, or for any damage to his own equipment.

10. Water Service

Water service to the facility will NOT be provided by the Town. If service is necessary the contractor shall make its own provisions to provide adequate water provisions at the contractor's expense.

11. Sanitation

There are no toilets available at the facility during the time of construction. If an outdoor chemical toilet(s) or other additional amenities are sought such as wash basins, water supply and cleaning supplies, the contractor may make its own provisions to do so at their own expense, at a location deemed acceptable by RACE COASTAL ENGINEERING and the Town of Wethersfield. Upon completion of the contract, the contractor must remove all traces of these facilities. Contractor is responsible for any garbage removal. Facility must be maintained in a clean and sanitary condition.

12. Permits and Licenses

All permits and licenses necessary for prosecution of work, including General Excavation Permits, are the responsibility of the Contractor. **The Town shall waive the fees associated with local permits and licenses required for this project.** Contractor is responsible for state fees.

No person, firm or corporation shall engage in the business of working in the Town of Wethersfield public right-of-way or Town-owned property without being licensed by the Town. A license to engage in said business shall be issued only after the owner, or an employee of said business designated by the owner, presents evidence of competence in performing such work in accordance with municipal and state standards and specifications.

The application for a license shall be made by the owner of said business to the Town on a form furnished by the Town. All licenses shall expire on December 31st of each year. The license will be automatically revoked upon transfer of firm or corporation ownership.

The Town is authorized, upon five (5) days written notice, to revoke or suspend any license for failure to comply with the applicable ordinances or its rules and regulations, or failure to remedy any defective work upon order of the Town Engineer.

The Town, shall and may from time to time, amend rules and regulations, governing the issuance, revocation and suspension of licensees and the inspection, approval and rejection of all work performed by licensees.

The Contractor must obtain an "Encroachment Permit" from the State of Connecticut Department of Transportation prior to commencing construction within any state right-of-way and shall be responsible for all associated fees and requirements.

When applicable, the Contractor shall conduct all work in accordance with permits issued by the local Planning and Zoning Commission and Inland Wetlands and Watercourses Commission, which are consistent with improvements shown on the contract plans. Additional information will be provided at the pre-construction meeting for the project.

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13. Construction Scheduling

Upon award of the contract, a schedule of construction operations shall be submitted for approval and shall include a flow chart of major work items and approximate lengths of time related to work items.

14. Signs

The Contractor will be responsible for removal, storage, and reinstallation of all signs, fences, stone walks and similar items that may be impacted during construction. There will be no direct payment for this work and the cost shall be included in the unit prices listed in the Bid Form for the various items of work.

15. Noise Control/Hours of Operation

The Contractor shall conduct all operations in accordance with the Town Ordinance for Noise Control provided in Appendix IV.

16. Tree Protection

Contractor shall be solely responsible for the care and protection of trees in the vicinity of the work areas and related procedures shall be in accordance with information provided in Appendix V.

17. Dust Control

The Contractor shall be responsible for all permissible means and methods of dust control in a coastal flood hazard and wetlands area at such times as directed by RACE COASTAL ENGINEERING or their designee.

18. Temporary Storage Areas

Contractor may use areas that will be designated at the site for temporary storage of materials. The Contractor is responsible for providing appropriate erosion controls as directed by the RACE COASTAL ENGINEERING and the TOWN OF WETHERSFIELD.

19. Erosion and Sedimentation Controls

All erosion and sedimentation control devices shall be installed in accordance with the "2002 Connecticut Guidelines for Soil Erosions and Sediment Control" as shown on the Plans or as directed by RACE COASTAL ENGINEERING prior to any construction activity and maintained throughout the duration of construction.

20. Pre-Construction Meeting

The contractor and other responsible personnel for the contractor that will be directly involved in construction shall attend a pre-construction meeting scheduled by the TOWN OF WETHERSFIELD.

QUALIFICATIONS OF BIDDER

B-1

The undersigned offers the following information as evidence of their 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: **COVE PARK BOAT RAMP**

Bidder's Name: _____
Bidder's Address: _____

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

1a. Former firm names (if applicable). List all 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 on the 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.

QUALIFICATIONS OF BIDDER

TABLE 1

B-2

Project Name and Description	Project Duration	Total Project Cost	Value of Work Performed by Bidder's Company	Project Reference Name, Address and Phone No.
	From To			
	From To			
	From To			
	From To			
	From To			
	From To			

QUALIFICATIONS OF BIDDER

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

- 5. Has the Bidder ever failed to complete work awarded? 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? If so, provide the company name, address, phone number, contact person and list of at least three (3) references for each subcontractor.

QUALIFICATIONS OF BIDDER

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

B-4

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:

QUALIFICATIONS OF BIDDER

12. Additional Remarks for Consideration:

B-5

By: _____
Signature

Printed Name

Title

(SEAL)

BID FORMS

C-1

COVE PARK BOAT RAMP

Bid Opening: Tuesday, February 19, 2019 - 2:00 p.m.

Finance Department
Town Hall
505 Silas Deane Highway
Wethersfield, Connecticut 06109

Bidder's Name: _____

Bidder's Address: _____

Total Lump Sum Base Bid \$ _____

Base Bid in Words: _____

Bidder acknowledges receipt of the following addenda:

No. _____, dated _____, 20____

No. _____, dated _____, 20____

No. _____, dated _____, 20____

Having carefully examined the Invitation to Bid including the Technical Specifications, Appendices, Contract Drawings and Exhibits for the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the Work known as "**COVE PARK BOAT RAMP**", 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 prior to the date of opening of Bids, the undersigned proposes to complete all Work on the Contract Drawings and as described in the Contract Specifications.

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual or corporate.

Signature
Town of Wethersfield, Connecticut
Cove Park Boat Ramp
Bid No. 2019-07

Witness

BID FORMS

C-2

Printed Name & Title of Signer

Date

Company Name

Phone

Address

Fax

City State Zip

Email Address

BID FORMS

FAIR EMPLOYMENT PRACTICES FOR QUALIFICATIONS OF BIDDERS
TOWN OF WETHERSFIELD, CONNECTICUT

THIS QUESTIONNAIRE ON FAIR EMPLOYMENT PRACTICES FOR THE QUALIFICATIONS OF BIDDERS IS PART OF THIS BID DOCUMENT AND MUST BE RETURNED WITH YOUR BID. FAILURE TO COMPLETE THIS FORM MAY BE SUFFICIENT CAUSE FOR REJECTION OF YOUR BID. IT WILL BE NECESSARY TO SUBMIT THIS FORM ON AN ANNUAL BASIS IN ORDER FOR THE TOWN TO MAINTAIN AND UP-TO-DATE FILE ON YOUR PROGRESS IN EQUAL OPPORTUNITY EMPLOYMENT. AS REQUIRED BY FEDERAL AND STATE LAWS AND REGULATIONS, THE TOWN MAY REQUEST ADDITIONAL EQUAL EMPLOYMENT OPPORTUNITY INFORMATION FROM YOU.

“FAIR” OR “EQUAL EMPLOYMENT” MEANS THE PRACTICE OF NOT DISCRIMINATING AMONG PERSONS ON THE BASIS OF RACE, COLOR, SEX, NATIONAL ORIGIN OR AGE.

THIS QUESTIONNAIRE WILL BE EVALUATED BY THE PURCHASING AGENT AND HIS RECOMMENDATIONS WILL BE A FACTOR IN DETERMINING WHETHER YOUR FIRM IS TO BE RETAINED ON THE TOWN’S BID LIST.

PLEASE ANSWER ALL THE FOLLOWING QUESTIONS:

SECTION NAME OF FIRM _____

A ADDRESS _____

TELEPHONE NUMBER _____

NATURE OF BUSINESS _____

NUMBER OF FULL TIME EMPLOYEES _____

PERSON FILLING OUT FORM _____

TITLE _____

SECTION DO YOU HAVE A WRITTEN EQUAL EMPLOYMENT POLICY? YES___NO___

B IF YES, PLEASE ATTACH COPY

IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES___NO___

SECTION DO YOU HAVE A WRITTEN AFFIRMATIVE ACTION POLICY? YES___NO___

C IF YES, PLEASE ATTACH COPY

IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES___NO___

SECTION DO YOU UTILIZE AFFIRMATIVE ACTION IN EMPLOYMENT PRACTICES, SUCH AS ADVERTISING ALL POSITIONS WITH THE EQUAL OPPORTUNITY CLAUSE, MAKING SPECIAL EFFORTS TO RECRUIT MINORITY AND FEMALE JOB APPLICANTS AND REVIEWING JOB-TESTING PROCECURES TO ENSURE THAT NO DISCRIMINATORY BIASES EXIST? YES___NO___

D

SECTION PLEASE FILL OUT THE DATA REQUESTED IN THE FOLLOWING TABLE FOR ALL FULL-TIME EMPLOYEES OF YOUR ORGANIZATION. THE STATISTICS USED MUST BE NO OLDER THAN 3 MONTHS FROM THE TIME THIS BID IS SUBMITTED. YES___NO___

E

BID FORMS

EMPLOYMENT STATUS AS OF _____

C-4

MALE						FEMALE					
WHITE (NON HISPANIC)	BLACK (NON HISPANIC)	HISPANIC	ASIAN/PACIFIC ISLANDER	AMERICAN INDIAN	TOTAL MALE	WHITE (NON HISPANIC)	BLACK (NON HISPANIC)	HISPANIC	ASIAN/PACIFIC ISLANDER	AMERICAN INDIAN	TOTAL FEMALE

OFFICERS/ MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE/ CLERICAL												
CRAFTSMEN (SKILLED)												
OPERATORS (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												

SECTION _____ NAME OF OFFICER OF FIRM _____

F _____ SIGNATURE OF OFFICER _____

DATE _____

BID FORMS

C-5

NON-COLLUSIVE AFFIDAVIT OF PROPOSER

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition, and
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Town of Wethersfield to consider the proposal and make an award in accordance therewith.

Legal Name of Proposer/Firm

Business Address

Signature and Title

Date

Printed Name of Title Person

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

Notary Public
My Commission Expires

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APPENDIX I

INSURANCE AND INDEMNIFICATION REQUIREMENTS

INSURANCE AND INDEMNIFICATION 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 the Contractor's obligations under this contract with an insurance company or companies with an AM Best Rating of A-: VII or better licensed to write insurance in Connecticut and acceptable to the Town of Wethersfield. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

As to all insurance required, the insurer shall provide the Purchasing Agent, Town of Wethersfield, with Certificates of Insurance prior to the execution of this contract, describing the coverage and providing that the insurer shall give the Town of Wethersfield written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Deductibles and self-insurance shall be declared in the Certificate of Insurance and are subject to the approval of the Town of Wethersfield.

Such insurance or renewals or replacements thereof shall remain in force during the Contractor's responsibility under this Agreement. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts of coverage, or the acceptance by the Town of Wethersfield of Certificates of Insurance indicating the kinds required herein, and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of insurance and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage.

1. Contractor agrees to indemnify and save harmless the Town from loss, expense, damage or injury caused or occasioned, directly or indirectly, by its failure to comply with any of the following:
 - a. The furnishing and paying for all necessary permits, licenses and inspection fees as called for in the plans, specifications and addenda as being his responsibility.
 - b. The payment of all royalty and license fees and the defense of all suits or claims for infringement of any patent rights pertaining to work furnished by the Contractor.
 - c. The payment of any loss or damage arising from any defects in materials or workmanship for a period, and to the extent, as set forth in the plans, specifications and addenda, or for a period of one year from date of acceptance, whichever is greater.

The Contractor agrees that, to the fullest extent permitted by law, it shall hold harmless and indemnify the Town and all of its officers, agents and employees (hereinafter collectively called the "Indemnitees") and shall defend and protect the Indemnitees from and against any and all loss, cost, liability, claim, damage and expense including, without limitation, reasonable attorney's fees and expenses, incurred in connection with or arising from or alleged to have occurred in connection with or arisen from (1) any injury, illness or death to any person or damage to any person or property occurring with respect to, in connection with or as a result of and to the extent caused by the negligent acts or omissions of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, and (11) any litigation, whether material or immaterial, with respect to any negligent act or omission of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, or with respect to or in connection with Contractor's performance or non-performance of its obligations under this agreement. As used above, the Contractor's duty to "defend and protect" shall be by counsel reasonably acceptable to the Town and "attorney's fees and expenses" shall include both reasonable attorney's and paralegals' fees and expenses. In case any action or proceeding is brought against any of the Indemnitees by reason of any such claim or liability, the Contractor, upon notice from the Town, shall protect and defend

INSURANCE AND INDEMNIFICATION REQUIREMENTS

at the Contractor's sole expense such action or proceeding by counsel reasonably satisfactorily to the Town and the Town agrees to cooperate in such defense. The Contractor will pay any judgments entered against the Indemnitees or any of them after exhaustion of all appeals thereof as the Contractor shall reasonably determine to undertake. The Contractor will also pay all amounts payable in settlement or compromise of any such action or proceeding, and the Town agrees not to settle any such action or proceeding without the Contractor's consent, which will not be unreasonably withheld. In the event the Contractor shall fail to protect and defend any of the

Indemnitees, the Town may undertake to protect and defend such Indemnitees and the Contractor shall pay to the Town, upon demand, all reasonable costs and expenses incurred by the Town in connection therewith, including, without limitation, all reasonable attorney's fees and expenses.

2. The Contractor shall procure and maintain, at its own expense, the following insurance:
- a. Worker's Compensation with minimum statutory limits on Employer's Liability Part B and Occupational Disease. Workers Compensation shall include waiver of subrogation in favor of the Town and alternate employer endorsement.

- b. General Liability Insurance on an occurrence basis with minimum limits of:

\$1,000,000 Bodily Injury per Occurrence

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

The Town shall be listed as an additional insured as regards both premise operations and products/completed operations.

Coverage shall include Broad Form Property Damage, Contractual Liability and Completed Operations coverage, Professional Liability where applicable and such other insurance as the Town may require. The Town requires that these aggregate limits be maintained by the Contractor as required. Contractors insurance shall be primary and non-contributory and include waiver of subrogation. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever the policy limits go below those required above. If the aggregate limits include defense costs, the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period, keeping the required limits in full force and effect. The Town of Wethersfield reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

- c. Auto Liability Insurance with minimum limits of:

\$1,000,000 Bodily Injury

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

All insurance shall be evidenced by a certificate of insurance showing the Contractor's insurance is in force and the carrier shall notify the Town that the policies will not be

INSURANCE AND INDEMNIFICATION REQUIREMENTS

canceled with less than 30 days written notice to the Contractor. Contractors Insurance shall be primary and non-contributory and include waiver of subrogation.

3. On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows:

The Town of Wethersfield, The Wethersfield Board of Education (where appropriate), and its respective officers, agents and servants.

4. Professional Liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town Council, Accountants, Actuaries, Agent of Record).

Additional Coverage and Limits may be required based upon the particular services contracted.

5. Property Insurance

- a. Town shall purchase and maintain property insurance upon the Work at the site of the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the Town, Contractor, Subcontractor and Engineer in the Work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions; shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architect, attorney and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on or off site or in transit when such portions of the Work are to be included in an Applications for Payment.
- b. Town shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of the Town, Contractor, Subcontractors and Engineer in the Work, but only to the extent required by the Supplementary Conditions or by law.
- c. Town shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount shall be borne by the Contractor, and if Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at Contractor's own expense.
- d. If Contractor requests in writing that other special insurance be included in the property insurance policy, Town shall, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order. Prior to commencement of the

INSURANCE AND INDEMNIFICATION REQUIREMENTS

Work at the site, Town will in writing advise Contractor whether such other insurance has been procured by the Town.

- e. The policies of insurance required shall contain a provision that in the event of payment for any loss under the coverage provided, the insurer will have no rights of recovery against any of the parties enumerated. It is the intention of the Owner and Contractor that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described.
6. Waiver of Rights: Town and Contractor waive all rights against each other and the Subcontractors and their agents and employees and against Engineer and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Town shall require similar waivers in writing from each Subcontractor; each such waiver will be in favor of all other parties enumerated.
7. Receipt and Application of Proceeds: Town as trustee shall have power to adjust and settle any loss with the insurers. Any insured loss under the policies of insurance shall be adjusted with Owner and made payable to Town as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause. Town shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

Other Conditions

Claims Made Coverage Guidelines - General or Professional Liability

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

1. Erosion of any aggregate limits.
2. Advance of any retroactive dates.
3. Cancellation or non renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Wethersfield is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

If, at any time, any of the said policies shall be or become unsatisfactory to the Town, as to form or substance, or if a surety issuing any such shall become unsatisfactory to the Town, the Bidder shall promptly obtain a new policy, submit same to the Purchasing Agent for approval and submit a certificate thereof as

Town of Wethersfield, Connecticut

Cove Park Boat Ramp

Bid No. 2019-07

INSURANCE AND INDEMNIFICATION REQUIREMENTS

hereinabove required. Upon the failure of the Bidder to furnish, deliver or maintain same, this contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Bidder in the above shall not relieve same from any/all liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Bidder concerning indemnification.

In the event that claims in excess of these amounts are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Bidder until such time as the Bidder shall furnish such additional security covering such claims as may be determined by the Town.

Note: Proof of insurance in accordance with these specifications must accompany bid submission.

APPENDIX II

ORDINANCE PROVIDING FOR LOCAL PREFERENCE

ORDINANCE PROVIDING FOR LOCAL PREFERENCE

TOWN BASED BUSINESS

The term “town based business” shall mean a business with a principal business located within the Town of Wethersfield. A business shall not be considered a town based business, unless evidence submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Wethersfield. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

LOWEST RESPONSIBLE BIDDERS

On any project the lowest responsible bidder shall be determined in the following order:

Provided that such town based resident bidder shall have met all other requirements set forth in this article, any Town based resident bidder which has submitted a bid not more than ten (10) percent higher than the lowest most responsible bid may be awarded the bid provided such town based bidder agrees to accept the award of the bid at the amount of the lowest most responsible bid.

If more than one town based resident bidder has submitted a bid not more than ten (10) percent higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the town based resident bidders which had submitted the lowest bid.

IMPLEMENTATION OF LOCAL BIDDER PREFERENCE

Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to the solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit an affidavit form, approved by the Town of Wethersfield, may result in your disqualification as a local vendor and ineligibility for contract award.

RESTRICTION OF USE OF LOCAL BIDDER PREFERENCE

This section shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the Town and other municipalities or the State of Connecticut.

APPENDIX III

**AFFIDAVIT PURSUANT TO THE
ORDINANCE PROVIDING FOR LOCAL PREFERENCE**

**AFFIDAVIT PURSUANT TO THE
ORDINANCE PROVIDING FOR LOCAL PREFERENCE**

(It is not necessary to submit this form unless you are a Wethersfield Town-based Business)

The undersigned, being duly sworn, disposes and says as follows:

1. That he/she is over the age of eighteen (18) years of age;
2. That he/she believes in and understands the obligations of an oath;
3. That he/she is submitting a bid as a “town based business”, pursuant to those conditions delineated in the Town of Wethersfield’s Ordinance Providing for Local Preference.

Name of Local Bidder
(Please Print)

Date

Signature of Local Bidder

APPENDIX IV
MUNICIPAL CODE - CHAPTER 105
NOISE CONTROL

**MUNICIPAL CODE - CHAPTER 105
NOISE CONTROL**

- § 105-1 Title
- § 105-2 Purpose
- § 105-3 Definitions
- § 105-4 Noise Measurement Procedures
- § 105-5 Noise Levels
- § 105-6 Background and Impulse Noise
- § 105-7 Exceptions
- § 105-8 Vehicle Noise Restrictions
- § 105-9 Penalties For Offenses
- § 105-10 Variances
- § 105-11 More Stringent Provisions to Apply

[HISTORY: Adopted by Town Council of the Town of Wethersfield as Secs. 3-4-1 through 3-4-12 of the Code of 1972 Section 105-3 amended at time of adoption of Code; see Ch. 1, General Provisions, Art. II. Other amendments noted where applicable.]

GENERAL REFERENCES

Noise to attract sales – See Ch. 116.

§ 105-1 Title

The short title of this chapter shall be the “Town of Wethersfield Noise Control Ordinance”.

§ 105-2 Purpose

It is recognized that people have a right to and should be ensured an environment free from excessive sound and vibration that may jeopardize their health, safety or welfare or degrade the quality of their lives. This chapter is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the citizens of Wethersfield through the reduction, control and prevention of noise.

§ 105-3 Definition

1. BACKGROUND NOISE – Noise of a measurable intensity which exists at a point as a result of a combination of many distant sources individually indistinguishable. In statistical terms, it is the level which is exceeded ninety (90%) of the time (L90) in which the measurement is taken.
2. BUSINESS ZONE: - Those areas so designated under Business Zone No. 1 (B-1), Business Zone No. 2 (B-2), Planned Development – Office Zone (PD-O) and Planned Development – Business Zone – (PD-B) of the Zoning Regulations of the Town of Wethersfield.
3. CHIEF OF POLICE – The Chief of Police of the Town of Wethersfield or a duly authorized officer subject to his order.
4. CONSTRUCTION – The assembly, erection, substantial repair, alteration, demolition or site preparation for or of public rights-of- way, buildings or other structures, utilities or property.
5. CONSTRUCTION EQUIPMENT – Any equipment or device operated by fuel or electric power used in construction or demolition work.
6. DAYTIME HOURS – The hours between 7:00 a.m. and 10:00 p.m. Monday through Saturday and the hours between 9:00 a.m. and 10:00 p.m. on Sunday.
7. DECIBEL – A unit of measurement of the sound level, the symbol for which is “db.”.
8. DEMOLITION – Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of way surfaces or similar property.

MUNICIPAL CODE - CHAPTER 105
NOISE CONTROL

9. DOMESTIC POWER EQUIPMENT – Includes but not limited to power saws, drills, grinders, lawn and garden tools and other domestic power equipment intended for use in residential areas by a homeowner.
10. EMERGENCY VEHICLE – Any motor vehicle authorized by any local authority to have sound warning devices, such as sirens and bells, which can lawfully be used when responding to an emergency.
11. EMERGENCY WORK – Work made necessary to restore property to a safe condition following an emergency or work required to protect persons or property from exposure to imminent changes.
12. EXCESSIVE NOISE – Any sound, the intensity of which exceeds the standards set forth in §105-5.
13. IMPULSE NOISE – Sound of short duration, usually less than one (1) second, with an abrupt onset and rapid delay.
14. INDUSTRIAL ZONE – Those areas so designated under the Industrial Zone (I) and Industrial Park Zone (IP) of the Zoning Regulations of the Town of Wethersfield.
15. INTRUSION ALARM – A device with an audible signal and which, when activated, indicates an intrusion by an unauthorized person.
16. MOTOR VEHICLE – A vehicle as defined in Subdivisions (30) and (31) of Section 14-1, Connecticut General Statutes, Revision of 1958, as amended.
17. MUFFLER – A device for abating sound such as escaping gases.
18. NIGHTTIME HOURS – The hours between 10:00 p.m. and 7:00 a.m. Sunday evening through Saturday morning and between 10:00 p.m. and 9:00 a.m. Saturday evening through Sunday morning.
19. NOISE LEVEL – The sound-pressure level as measured with a sound-level meter using the A-weighting network. The sound level is designated “db(A)” or “db(a)”.
20. PERSON – Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.
21. PREMISES – Any building, structure, land or portion thereof, including all appurtenances, owned or controlled by a person. A noise emitter’s premises including contiguous publicly dedicated street and highway rights-of-way, all road rights-of way and waters of the state.
22. PROPERTY LINE – That real or imaginary line along the ground surface and its vertical extension which separates real property owned or controlled by any person from contiguous real property owned and controlled by another person and which separates real property from the public right-of-way.
23. PUBLIC RIGHT-OF-WAY – Any street, avenue, boulevard, highway, sidewalk, alley, park, waterway, railroad or similar place which is owned or controlled by a government entity.
24. RECREATIONAL VEHICLE – Any internal-combustion-engine-powered vehicle which is being used for recreational purposes.
25. RESIDENTIAL ZONES – Those areas so designated under Special Resident Zone (SR), AA Residence Zone, A-1 Residence Zone, A Residence Zone, B Residence Zone, C Residence Zone, Planned Development – Medium Density Residence Zone (PD-MDR), Planned Development – High Density Residence Zone (PD-HDR) and Planned Development – Elderly Housing Zone (PD-EH) of the Zoning Regulations of the Town of Wethersfield.
26. SOUND – A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the

**MUNICIPAL CODE - CHAPTER 105
NOISE CONTROL**

medium and which, in air, evoke physiological sensations, including but not limited to an auditory response when impinging on the ear.

- 27. **SOUND LEVEL METER** – An instrument used to measure sound levels. A “sound-level-meter” shall conform, as a minimum, to the American National Standards Institute operational specifications for sound level meters §1.4-1971 (Type S2A).
- 28. **SOUND-PRESSURE LEVEL** – Twenty (20) times the logarithm to the base 10 of the ratio of the pressure of a sound to the reference pressure of a sound to the reference pressure of twenty (20) micronewtons per square meter (20x10⁶ newtons/meters²) or two ten-thousandths (0.0002) dyne per square centimeter, and is expressed in decibels (db).

§ 105-4 Noise Measurement Procedure

For the purpose of determining noise levels as set forth in this chapter, the following guidelines shall be applicable.

- A. A person conducting sound measurements shall have been trained in the techniques and principles of sound-measuring equipment and instrumentation.
- B. Instruments used to determine sound-level measurement shall be sound-level meters as defined in this chapter.
- C. The following steps should be taken when preparing to take sound level-measurements:
 - 1. The instrument manufacturer’s specific instructions for the preparation and use of the instrument shall be followed.
 - 2. Measurements to determine compliance with § 105-5 shall be taken at a point that is located more or less (1) foot beyond the property line of the noise emitter’s premises and within the noise receptor’s premise.
 - 3. The recommended practices for determining statistical noise levels shall be those as outlined in the document entitled “Connecticut Noise Survey Data Form No. 101”.

§ 105-5 Noise Levels

It shall be unlawful for any person to emit or cause to be emitted any noise beyond the property lines of his/her premises in excess of the following noise levels:

Zone in Which Noise Receptor is Located

Zone in Which Noise Emitted is Located	Industrial [db(A)]	Business [db(A)]	Residential Daytime Hours[db(A)]	Residential Nighttime Hours[db(A)]
Industrial	70	66	61	51
Business	62	62	55	45
Residential	62	55	55	45

§ 105-6 Background and Impulse Noise

- A. In those individual cases where the background noise levels caused by sources not subject to this chapter exceed the standards contained herein, a source shall be considered to cause excessive noise if the noise emitted by such source exceeds the background noise levels by five (5) db(A), provided that no source subject to the provisions of this chapter shall emit noise in excess of eighty (80) db(A) at any time and provided that this section does not decrease the permissible levels of other sections of this chapter.

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NOISE CONTROL

- B. No person shall cause or allow the emission of impulse noise in excess of eighty (80) db peak sound-pressure level during nighttime hours to any residential zone.
- C. No person shall cause or allow the emission of impulse noise in excess of one hundred (100) db peak sound-pressure level at any time to any zone.

§ 105-7 Exceptions

- A. This chapter shall not apply to noise emitted by or related to:
 - 1. Natural phenomena.
 - 2. Any bell or chime from any building clock, school or church.
 - 3. Any siren, whistle or bell lawfully used by emergency vehicles or any other alarm systems used in an emergency situation.
 - 4. A public emergency sound signal.
 - 5. Warning devices required by the Occupational Safety and Health Administration or other state or federal safety regulation
 - 6. Farming equipment or farming activity.
 - 7. An emergency.
 - 8. Snow removal equipment.
- B. The following shall be exempt from this chapter, subject to special conditions as specified.
 - 1. Noise generated by construction equipment which is operated during daytime hours, provided that the operation of construction equipment during nighttime hours shall not exceed the maximum noise levels as specified in § 105-5.
 - 2. Noise from domestic power equipment operated during daytime hours.
 - 3. Noise from demolition work conducted during daytime hours, provided that when considered emergency work, demolition shall be exempted at all times from the noise levels set in this chapter.
 - 4. Noise created by any aircraft flight operations which are specifically preempted by Federal Aviation Administration.
 - 5. Noise created by any recreational activities which are permitted by law and for which a license or permit has been granted by the town, including but not limited to parades, sporting events, concerts and fireworks displays.
 - 6. Noise created by blasting other than that conducted in connection with construction activities shall be exempted, provided that the blasting is conducted between 8:00 a.m. and 5:00 p.m. local time, at specified hours previously announced to the local public and provided that a permit for such blasting has been obtained from local authorities,
 - 7. Noise created by leaf, refuse and solid waste collection, provided that the activity is conducted during the hours specified in this Code, or if no hours are specified or are specifically prohibited, then during daytime hours. [Amended 9-7-1993]
 - 8. Noise created by fire or intrusion alarm shall, from time of activation of the audible signal, emit noise for a period of time not exceeding ten (10) minutes when such alarm is attached to a vehicle or thirty (30) minutes when attached to any building or structure.
 - 9. Public-address systems used in election campaign activities during daylight hours only.

§ 105-8 Vehicle Noise Restrictions

MUNICIPAL CODE - CHAPTER 105
NOISE CONTROL

The following activities are prohibited:

- A. Motor vehicle noise. All motor vehicles operated within the limits of the Town of Wethersfield shall be subject to the noise levels set forth in the regulations authorized in Section 14-80a of the Connecticut General Statutes.
- B. Motor vehicle sound-amplifying devices. No sound-amplifying devices on or within motor vehicles shall emit noise in excess of the noise levels as specified in §105-5.
- C. Recreational vehicles noise. No person shall create or cause to be created any unreasonably loud or disturbing noise due to the operation of a recreational vehicle. A noise shall be deemed to be unreasonably loud and a violation of this chapter when the noise so generated exceeds the noise level standards set forth in §105-5.

§ 105-9 Penalties For Offenses

Any person in violation of any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed fifty dollars (\$50). Each day that such violation continues after the time for correction of the violation given in an order shall constitute a continuing violation, and the amount of the fine shall be doubled for each day said violation continues, said fine not to exceed four hundred dollars (\$400) per day.

§ 105-10 Variances

- A. Any person living or doing business in Wethersfield may apply to the Chief of Police for a variance from one (1) or more of the provisions of this chapter which are more stringent than the Connecticut Department of Environmental Protection regulations for the control of noise, provided that the applicant supplies all of the following information to the Chief of Police at least twenty (20) days prior to the start of the activity for which the variance is sought:
 - 1. The location and nature of the activity
 - 2. The time period and hours of operation of said activity.
 - 3. The nature and intensity of the noise that will be generated.
- B. No variance from this chapter shall be granted unless it has been demonstrated that:
 - 1. The proposed activity will not violate any provisions of the Connecticut Department of Environmental Protection regulations;
 - 2. The noise levels generated by the proposed activity will not constitute a danger to the public health; and
 - 3. Compliance with this chapter constitutes an unreasonable hardship on the applicant.
- C. The application for a variance shall be reviewed and approved or rejected at least five (5) days prior to the start of the proposed activity. Approval or rejection shall be made in writing and shall state the condition(s) of approval, if any, or the reason(s) for rejection.
- D. Failure to rule on an application within the designated time shall constitute approval of the variance.

§ 105-11 More Stringent Provisions to Apply

All provisions of the Zoning Regulations of the Town of Wethersfield which are more stringent than those set forth herein shall remain in force. If, for any reason, any word, clause, paragraph or section of this chapter shall be held to make the same unconstitutional or be superseded by any State laws or regulations, this chapter shall not thereby be invalidated, and the remainder of the chapter shall continue in effect.

APPENDIX V
TREE PROTECTION

TREE PROTECTION

1. PURPOSE

- (a) The purpose of these specifications is to provide guidelines for the preservation of beneficial urban or community trees during the construction and installation of underground utilities and/or road or sidewalk improvements.

2. GENERAL

- (a) Trees located near construction and excavation projects are impacted in two major areas; above ground impacts such as trunk injuries and broken branches. Corrective treatments are directed to the trunk or branches as needed. However, damage to a tree's root system is not obvious and not easily treated. The underground portions of a tree are just as important as the above ground parts.

The roots of a healthy tree will extend anywhere between one and one-half to three times the tree's height. This distance can be considered as the tree's root zone. Anytime construction enters within the drip line of a tree, you are operating in the Critical Root Zone of that tree. Trenching within the drip line of a tree can sever 30% - 50% of the trees root system, depending how close it is to the tree's trunk. Soil compaction by heavy equipment and general operations will further diminish the tree's ability to sustain itself. The following specifications are provided to preserve street trees during construction and to reduce tree mortality due to construction and associated impacts.

- (b) Wood products with pentachlorophenol and creosote are not permitted near trees.
- (c) Alkaline clays or limestone should not be used as fill or paving near trees.
- (d) Concrete should be mixed in thick plastic tarp or outside the site.

3. IMPLEMENTATION

- (a) Protection and repair of impacts to above ground portions of street trees.
 1. Prior to beginning any construction activities a CT Licensed Arborist or tree service should remove all trees designated for removal and, where appropriate, the Arborist or tree service should prune tree branches for Crown Elevation and Safety Pruning. The minimum pruning height may be increased if large trenching equipment may damage higher limbs and branches. This will reduce the possibility of breaking or damaging limbs with equipment during construction. Also, at this time, the Arborist or tree service should prune (thin) all trees identified to be significantly impacted by the construction and designated for protection. This will reduce leaf surface and help to compensate for root loss. The extent of pruning should be proportional to the amount of root system impacted. If the trees to be pruned are on private property, approval of the property owner must be obtained prior to the work.
 2. During construction, extreme care should be exercised to avoid equipment damage to the tree trunks and lower branches. Damaged or broken branches and tree trunk injuries should be reported to the Engineer and be professionally treated as soon as possible.
 3. Where designated by the Engineer and prior to construction, trees requiring protection shall be fenced off and/or the trunks protected from equipment damage.
 4. All pruning or treatment for damaged trees shall be approved by the Engineer.

- (b) Root Zone Protection:

TREE PROTECTION

1. Before beginning any construction activities, trees to be retained shall be protected with fencing. The purpose of the fencing is to prevent root damage to soil compaction. Soil compaction can be caused by heavy equipment, truck traffic, and stockpiling fill or other construction materials on the root system of a tree. As much of the tree's root zone as possible should be fenced off. The minimum area to be fenced off would be that area within the drip line of the tree; otherwise known as the Critical Root Zone. The fencing should be highly visible, of sturdy construction, and at least four feet high. Fences may be snow fence, synthetic fabric, or plastic fence. If traffic over tree roots is unavoidable, contractor shall furnish and spread several inches of wood chips on the soil or install a root system bridge.
 2. Any excavation within the Critical Root Zone will be done carefully so as to minimize damage to tree roots. No more than 25% of roots within drip line of tree shall be disturbed. In no case are tree roots to be ripped, torn or crushed during excavation. Bulldozers and backhoes are not acceptable means for root cutting. Instead, all tree roots with a diameter of one-half (1/2) inch or larger shall be cut cleanly with sharp lopping shears. Tree roots too large for lopping shears may be cut with a power cutoff saw equipped with a fiber masonry blade. Roots must be protected from sunlight and drying action, and covered with soil, mulch or damp burlap. Following such root pruning, backfill adjacent to the roots shall be good-quality topsoil mixed with an equal amount of peat moss. Excavated roots will be backfilled with soil as soon as possible following pruning to prevent moisture stress; and in no case will roots be left exposed longer than the end of the work day on which they were first uncovered.
 3. Immediately after construction, all existing affected trees within the project area shall be fertilized by high pressure liquid injection method with a slow release (5-30-30) organic fertilizer mixed with an organic root growth enhancer, at rate of 75 gallons per 1,000 square feet root area (12 lb. fertilizer per 100 gallons of water). Trees shall be regularly watered if rainfall is inadequate during construction.
- (c) Tree Removal and Replacement
1. Where existing trees are shown on the plans to be removed, the Contractor shall remove the tree only if it has been posted and marked for removal by the Town of Wethersfield Tree Warden. The trees shall be removed by a qualified Arborist or an experienced tree removal firm. The tree trunk shall be cut, as close to the ground surface as possible and the stump shall be ground to a point at least 12 inches below the ground surface. All wood and debris shall be removed from the site and disposed of in a proper manner.
 2. The plans may designate that new trees be planted in available space within the street right-of-way or within easement areas. If new trees are to be planted, the trees shall have a minimum caliper and height called for in the plans.
 3. Tree removal and planting shall be paid at the unit price bid for the appropriate item in the Bid Form.

(d) Tree / Shrub Lifting Replanting

TREE PROTECTION

1. Where designated on the Construction Drawings, certain trees and shrubs shall be temporarily lifted from their current position and transplanted back to their original or to new locations.
 2. By utilizing a large “tree spade”, relatively small trees and shrubs (ranging from 1” to 10” caliper measurement) can be lifted, the trench excavated, the pipe installed, the trench backfilled and the tree/shrub reset as a series of operations over a generally short period of time. It is essential that the following specifications are followed exactly to ensure that any additional damage is not done to the trees above and beyond the impact of the planned excavation.
 3. Tree Lifting: A large size tree space capable of moving trees 10” DBH should be utilized. This type of equipment can dig and lift trees and shrubs while preserving a large volume root ball. While the tree spade is holding the tree and root ball, the trench can be excavated, the sewer line can be installed, and the trench can be partially backfilled. It is important that the backfill is properly compacted for the replanting of the tree so that the tree will not settle. If the tree is allowed to settle or lower its position relative to its original grade, the development of the tree will be affected.
 4. Tree Re-Planting: Once the tree is replaced in its original position in the landscape, the tree planting hole shall be backfilled in a zone two feet wide adjacent to the root ball with the original topsoil removed from the trench that has been mixed with an equal amount (50 – 50) with peat moss. Excavated trees must be backfilled the same day to prevent drying. If the planting or backfilling is delayed, the tree shall be watered as recommended by the Arborist.
 - a. The tree shall then be staked in a triangular configuration to ensure stability.
 - b. The tree or shrub shall be thoroughly watered at the time of replanting and watered at least weekly for an amount equivalent of 1” of rain.
 5. Tree Fertilization and Aeration.
 - a. Because the root system of the tree has been diminished by transplanting, it is important to fertilize the tree to provide a nutrient rich environment for re-growth.
 - b. Immediately after construction this tree shall be fertilized by high-pressure liquid injection method with a slow release organic fertilizer mixed with an organic root growth enhancer.
 - c. The following rates will apply:

12 lbs. of Doggett 5-30-30 tree fertilizer (or approved equivalent) per 100 gallons of water. Apply 75 gallons of this mixture per 1,000 square feet of available root area. Soil injection should be 8-12 inches deep using an injector probe at 150 – 200 lbs. Pressure. Injection shall begin two feet out from the trunk of the tree and be spaced two and a half feet apart, injecting on a grid extending to the outer most limit of the root ball.
 6. The cost of the designated tree/shrub lifting and re-planting shall be included in the price bid for the respective bid item.
- (e) When directed by the Engineer and prior to the construction or replacement of sidewalks, a root barrier shall be installed along sidewalks that are adjacent to all trees, which are to remain. The length of the root barrier required shall be as recommended by the Tree Warden or as directed by the Engineer. In no case shall the length of the root barrier be

TREE PROTECTION

less than 12 feet. Unless otherwise directed by the Engineer, root barriers shall have a minimum depth of 24 inches.

- (f) Compensation for Damaged or Destroyed Trees: The Town of Wethersfield Tree Warden will evaluate the condition of each tree within the project area and calculate the dollar value of the damage done to each tree during construction. The total value of the tree damage will be deducted from the Contractor's final payment.

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APPENDIX VI
NO-BID RESPONSE FORM

TOWN OF WETHERSFIELD

Purchasing Office

505 SILAS DEANE HIGHWAY
WETHERSFIELD, CT 06109

“NO BID” RESPONSE

Name of Bid/RFP/RFQ: _____

Date of Bid Opening: _____

For tracking, audit, and record-keeping purposes, we would very much appreciate knowing the reason why you have chosen not to submit a proposal for the above-referenced Public Bid, RFP or RFQ.

Would you please take a moment to provide a brief explanation below for not submitting a proposal to us for this purchase?

Please also indicate if you would like to continue to receive bids and quotes from us in the future for above-referenced related purchases. If we do not receive this form back, we will assume you are no longer interested in receiving bids and quotes from us.

Please continue to send me bids, quotes, and RFPs. Yes _____ No _____

Company name _____

Mailing address _____

Phone _____ Fax _____ Email _____

Your name _____ Date _____

This may be mailed, faxed, or e-mailed back to us at:

Town of Wethersfield
Attn: Purchasing Office
505 Silas Deane Highway
Wethersfield, CT 06109
Fax: 860 721-2997

E-mail: miguel.robles@wethersfieldct.gov

Thank you for your response.

APPENDIX VII

**AFFIDAVIT PURSUANT TO THE ORDINANCE PROHIBITING
NATURAL GAS WASTE AND OIL WASTE FROM NATURAL GAS
EXTRACTION ACTIVITIES OR OIL EXTRACTION ACTIVITIES
WITHIN THE TOWN**

AFFIDAVIT PURSUANT TO THE
ORDINANCE PROHIBITING NATURAL GAS WASTE AND OIL WASTE FROM NATURAL GAS
EXTRACTION ACTIVITIES OR OIL EXTRACTION ACTIVITIES WITHIN THE TOWN

The undersigned, being duly sworn, disposes and says as follows:

We hereby submit a bid for materials, equipment and/or labor for the Town of Wethersfield. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, or sub-contractor, agent or vendor agent in connection with the contract; nor will the undersigned bidder or any contractor or sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Wethersfield as a result of the submittal of this bid.

Legal Name of Proposer/Firm

Business Address

Signature and Title

Date

Printed Name of Title Person

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

Notary Public
My Commission Expires

APPENDIX VIII

**AIA DOCUMENT A201 – 2007
GENERAL CONDITIONS**



AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Cove Park Boat Ramp
Cove Park

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

THE OWNER:

(Name, legal status and address)

Town of Wethersfield
505 Silas Deane Highway
Wethersfield, CT 06109

THE ARCHITECT:

(Name, legal status and address)

RACE COASTAL ENGINEERING
611 Access Road
Stratford, CT 06615

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 CONCEALED OR UNKNOWN CONDITIONS

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled

to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce

other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

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

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

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Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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APPENDIX IX

**AIA DOCUMENT A201 – 2007
SUPPLEMENTARY
CONDITIONS BY THE TOWN**

APPENDIX IX

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

1. THE SUPPLEMENTARY CONDITIONS:

- A. The work of this Contract shall be subject to The American Institute of Architects Document A201, "General Conditions of the Contract for Construction, Edition," 2007 edition, herein referred to as the General Conditions.
- B. The Supplementary Conditions contain changes and additions to the General Conditions of the Contract, AIA Document A201. Where any part of the General Conditions is modified or voided by the Supplementary Conditions, the remaining unaltered provisions of the General Conditions shall remain in effect.

2. ARTICLE 1 – GENERAL PROVISIONS:

A. 1.1 BASIC DEFINITIONS

- 1. Add the following new paragraphs:

1.1.1 APPRENTICE

A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship agency recognized by the Bureau; or (2) a person in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship council (where appropriate) to be eligible for probationary employment as an apprentice.

1.1.2 TRAINEE

A person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to insure that the training meets adequate standards.

1.1.3 SUBCONTRACTOR

A person, firm, or corporation supplying labor and materials or only labor, for work at the site of the project, for and under separate contract or agreement with the Contractor.

B. 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

- 1. Add the following to the end of subparagraph 1.2.1:

...Where discrepancies or conflicts occur:

- .1 Amendments and Addenda shall take precedence over the Specifications.
- .2 The Specifications shall take precedence over the Drawings.
- .3 Stated dimensions shall take precedence over scaled dimensions.

- .4 Large-scale detail drawings shall take precedence over small-scale drawings.
- .5 Schedules shall take precedence over other data on the drawings.

In the case of a difference between Drawings and Specifications or within either document itself in describing the Work, the better quality, greater quantity or more costly work will be assumed to be desired and shall be included in the Contractor's Bid and in the Contract price. Refer the matter to the Architect's attention for resolution after the Contract is awarded.

2. Add the following to the end of subparagraph 1.2.3:

...When applied to materials and equipment required for the Work, the words "furnish," "install," and "provide" shall mean the following:

- .1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean, and otherwise make materials and equipment fit and ready for their intended use.
- .2 The word "furnish" shall mean to secure, pay for, deliver to site, unload, and uncrate materials and equipment.
- .3 The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit and ready for use, and perform all services except those included under the term "furnish".
- .4 The phrase "furnish and install" shall be equivalent to the word "provide." Each shall be interpreted to mean "the Contractor shall furnish all labor, material, and equipment and install...".

3. Add the following new subparagraphs:

1.2.4 All work shown or referred to in the Contract Documents shall be included in the Contract excepting those items which are specifically noted as being "provided under another contract," or "provided by the Owner," or "by others," or "not in contract (NIC)".

1.2.5 Parties to the Contract shall not take advantage of any obvious error or apparent discrepancy in the Contract Documents. Notice of any discovered error or discrepancy shall immediately be given in writing to the Architect to make such corrections and interpretations as he may deem necessary for completion of the work in a satisfactory and acceptable manner.

1.2.6 Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

3. ARTICLE 2 – OWNER

A. Delete Section 2.1.2 in its entirety.

- B. 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
 - 1. Amend subparagraph 2.2.5 as follows:
 - 2.2.5 The Contractor will be furnished with (1) set of Drawings and Project Manuals for its execution of the Contract. Additional sets needed by the Contractor or Subcontractors will be paid for by the Contractor.
 - C. 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK
 - 1. Amend Subparagraph 2.4.1 by deleting the first two sentences, and replace with the following: “If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies.
4. ARTICLE 3 – CONTRACTOR
- A. 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
 - 1. Add the following new subparagraphs:
 - 3.3.4 The Contractor shall coordinate the work of the various trades required for the project to assure the efficient and orderly sequence of installation of construction elements. The Contractor will verify that characteristics of interrelated equipment are compatible, and shall coordinate the work of various trades having interdependent responsibilities for installing, connecting and placing equipment in service.
 - 3.3.5 The Contractor and each Subcontractor will verify all new and existing dimensions for all built-in work and/or work adjoining that of other trades, before ordering any material or doing any work. They will be responsible for the correction of all dimensions found to be in error. Any discrepancy in dimensioning will be submitted, in writing, to the Architect for his consideration, before proceeding with the Work.
 - 3.3.6 The Contractor will notify “Call Before You Dig,” at 1-800-922-4455 at least three (3) full working days before any proposed excavation activity. The Contractor will provide the Construction Manager with written evidence of a Dig Number and Start Date prior to commencing any excavation work. The Contractor will have full responsibility for maintaining and protecting original utility mark-outs and for periodically notifying “Call Before You Dig” in accordance with State requirements. Should the Contractor require additional mark-outs as a result of the Contractor’s failure to adequately protect the original mark-outs, the Contractor will bear the cost for those additional mark-outs.
 - 3.3.7 The Contractor will satisfy himself regarding the accuracy of the base lines, bench marks, etc., established by the Land Surveyor. He will protect all such stakes and/or marks as required to hold them free from damage or displacement, until they are no longer needed, or to the Date of Substantial Completion.
 - B. 3.4 LABOR AND MATERIALS
 - 1. Add the following to the end of subparagraph 3.4.3:

3.4.3 ...The Contractor shall require that the conduct of all construction personnel shall be of the highest respectable character. Personnel under the Contractor's control who violate the above, or exhibit vulgarity in their behavior or language, shall be permanently restricted from working on the Project by the Contractor.

2. Add the following as subparagraph 3.4.4

3.4.4 Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. Should the Contractor wish to substitute another product or method for products or methods specified or shown in Contract Documents, whether or not such phrases as "or equal" or "based on" are used, he shall apply in writing for approval. He shall enclose such data as the Architect requires to evaluate products. The Architect's decision shall be final. The Contractor is responsible for space requirements of substitutions, shall execute necessary changes in adjacent and relocated situations, and shall execute necessary changes in adjacent and relocated work due to such substitutions, without additional cost and he shall be responsible for delays required for evaluation of proposed substitutions.

3. Add the following new subparagraph 3.4.5:

3.4.5 No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional seller. The Contractor warrants that it has good title to all materials and supplies used by it in the Work, free from all liens, claims or encumbrances.

C. 3.5 WARRANTY

1. Add the following new clauses to the end of subparagraph 3.5.:

.1 Project Warranty: Unless otherwise specified, the Contractor shall warrant (guarantee) all Work against defects from material, workmanship or equipment. This warranty, unless stated otherwise in a given section of the Specifications, shall be for a period of one year from the date of issuance of the Certificate of Substantial Completion for the Project.

.2 Specified product warranty: Issued by a manufacturer or fabricator for compliance with requirements of the Contract Documents. Refer to sections of the Specification for requirements of specified warranties.

.3 Coincidental product warranty: Available on a product incorporated into the work, by virtue of a manufacturer's publication of warranty without regard for application requirement, a non-specified warranty. The Contractor shall identify such warranties as they apply.

.4 Warranty Obligations:

- .a The Contractor shall restore or remove-and-replace warranted work to its originally specified condition, at such time during the warranty period if it does not comply with or fulfill the terms of the warranty.
- .b The Contractor shall restore or remove-and- replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work.
- .c The cost of restoration or removal-and-replacement is the Contractor's obligation, without regard to whether the Owner has already benefited from the use of failing work.
- .d Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damage to property other than the Work of the Contract. The General Contractor shall be liable for any consequential damages to the Owner's property caused by failure of warranted work.
- .e Upon restoration or removal-and-replacement of warranted work which has failed, the Contractor shall reinstate the warranty by issuing a newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.
- .f Warranties and warranty periods shall not diminish implied warranties, and shall not deprive the Owner of actions, rights and remedies otherwise available if the Contractor fails to fulfill any requirements of the Contract Documents.
- .g The Owner reserves the right to reject coincidental product warranties which conflict with or are less than the requirements of the Contract Documents.

.5 The Contractor shall furnish fully executed warranties to the Owner within two weeks after the Date of Substantial Completion.

D. 3.6 TAXES

1. Amend subparagraph 3.6 as follows:

3.6.1 No amount shall be included in the bid for State Sales Tax or for Federal Excise Tax on materials or supplies purchased for this project. The Owner has a municipal tax exemption. Tax exempt certificates will be supplied to the contractors upon request.

E. 3.7 PERMITS, FEES AND NOTICES

1. Amend item 3.7.1 include the following:

3.7.1 a. The Contractor shall pay costs charged by utility companies for service connections, inspections and tests, and related utility company fees normally assessed as part of the connection process.

- b. The Contractor will be responsible for obtaining the Permits and Certificates of Occupancy required by the scope of this contract.
- c. Town Building Permit fees have been waived by the Owner. The Town cannot waive the State fee.

F. 3.9 SUPERINTENDENT

- 1. Add the following new subparagraph:

3.9.4 The Contractor shall designate a 24-hour emergency contact person for the duration of the Project and shall provide the Owner with the name, address and telephone number of that individual within ten (10) days of the award of the contract. The individual so named will respond within one (1) hour of an emergency call. It will be capable of rectifying any problem that permits to the Work of this Project. It will have the authority to enter into a contract with other individuals as may be required to resolve the problem creating the emergency, to the satisfaction of the Owner, at the scene of the emergency.

- .1 The Contractor will post the individual's names and telephone number and appropriate clarification of all emergency response procedures, in a waterproof transparent display, on the door of the Job trailer, or in the immediate vicinity of the current area(s) of work.
- .2 Should the individual designated for emergency response fail to respond in the specified period of time, or fail to effect adequate repairs in a timely manner, the Owner may take whatever action necessary to alleviate the problem, repair any damage incurred, and/or clean up the immediate and adjacent areas. The cost of the corrective measures specified above, including the Owner's time and expenses, will be billed directly to the Contractor. Should the Contractor not bear the cost of these measures, they will be assigned to the Project and his Contract Sum will be reduced by that amount.

G. 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

- 1. Add to end of subparagraph 3.10.1 as follows:

3.10.1 The Contractor, within ten (10) days of notification of contract award, shall submit a schedule of their work to the Architect for approval. The schedule shall include a time line for the submission, review and approval of shop drawings for critical path and long-lead items and delivery and installation dates for those critical path and long-lead items. The schedule shall coincide with the Contractor's approved Schedule of Values and shall indicate a completion date in advance of the date specified for the Substantial Completion of the Project.

H. 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1. Add the following new subparagraph:
3.12.11 The Architect will not review partial submissions for which correlated items have not been received.

I. 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

1. Delete subparagraph 3.17.1 and substitute the following as subparagraph 3.17.1:

3.17.1 The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contractor, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

.1 License or Royalty Fee: License and/or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor. If the Contractor uses any design, device or materials covered by letters, patent or copyright, it shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work.

.2 The Contractor and/or its Sureties shall indemnify and hold harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

5. ARTICLE 4 – ADMINISTRATION OF THE CONTRACT:

1. Add to end of section 4.2.13 “subject to Owners approval”.

6. ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTS:

A. 6.2 MUTUAL RESPONSIBILITY

1. Add the following new subparagraphs:
6.2.6 The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and it shall protect and hold harmless the Owner and the Architect from any and all damages or claims that may arise because of any inconvenience and/or delay which it may cause other Contractors. If the

Contractor experiences a loss because of the operations of other Contractors working adjacent to or within his work area, the Contractor shall bear such loss.

6.2.7 The Contractor shall be responsible for the control of the activities of its Subcontractors. It hereby warrants that they shall consult, cooperate and coordinate with Contractors as requested by others and shall lay out and install their work in a manner that will avoid any delays in, or interference with, the Work of others. Any increase in the cost of, or delay in the Project incurred by the failure of the Contractor to insure the cooperation of its Subcontractors, shall be borne by the Contractor.

7. ARTICLE 7 – CHANGES IN THE WORK:

A. 7.2 CHANGE ORDERS

1. Add the following new subparagraphs:

7.2.2 The Contractor's proposal for changes in the work shall be itemized completely and in detail shall include material costs and quantities; labor rate which includes: time, insurance and pensions, equipment rental and other direct expenses and the number of additional calendar days, if any, which are required to complete the change.

.1 Where unit prices have been established, the proposal shall state quantity involved and the applicable unit price.

7.2.3 For additional work that may be authorized and performed by the Prime Contractor, the cost to the Owner may include an allowance for overhead and profit, not to exceed a total of 10 percent of the net cost of work. For additional work that may be authorized and performed by Subcontractors, the Prime Contractor's overhead and profit shall not exceed a total of 5 percent of the Subcontractor's net cost and the Subcontractors overhead and profit shall not exceed 10 percent of the net costs.

8. ARTICLE 8 – TIME:

A. 8.1 DEFINITIONS

1. Add the following sentence to the end of subparagraph 8.1.3:

...The Project shall be substantially complete within the amount of calendar days stated in the project schedule.

B. 8.3 DELAYS AND EXTENSIONS OF TIME

1. Delete 8.3.3 in its entirety and substitute in its place the following "To the extent there are delays, regardless of whether or not caused by the Contractor, Contractor's sole remedy for said delay is an extension of time. Contractor shall not be entitled to monetary damages for any delay. Contractor hereby waives all claims for damages or additional payment of any kind for delays to the Work.."

9. ARTICLE 9 – PAYMENT AND COMPLETION:

A. 9.3 APPLICATION FOR PAYMENT

1. Amend subparagraph 9.3.1. as follows:

9.3.1 The Contractor shall submit to the Architect a pencil copy Application for Payment no later than the twenty-fifth day of the month of the application period. Within forty-eight hours of notification of approval or approved as noted from the Architect, the Contractor shall submit to the Architect an original corrected and notarized Application for Payment.

2. Add the following new subparagraph:

9.3.1.3 Payments shall be for 95% of the estimated value of the work completed, and 95% of the value of material and equipment delivered and stored at the site or suitably warehoused off-site. The remaining 5% will be retained by the Owner until final acceptance of the Project in accordance with the Contract Documents. The Town holds the retainage for one calendar year following substantial completion date. Application for payment for material and equipment stored on or off-site shall be accompanied by certificates of insurance indicating complete coverage as required by the Contract. Applications for Payment for material and equipment stored off-site shall be accompanied by an affidavit establishing the Owner's title to such items and assuring their delivery to the site in accordance with the Contract. Each Application for Payment will include a lien waiver for monies paid on the previous Application for Payment.

3. Add the following new subparagraph:

9.3.2.1 The Contractor may include in its Applications for Payment the delivered cost of equipment and non-perishable materials delivered and stored at the site but not incorporated in the work under the following conditions:

- .a Items to be protected from fire, theft, vandalism, weather, and other damage.
- .b Storage procedures and areas to be approved.
- .c Items to be available at all time for inspection by the Architect.

4. Add the following new subparagraph:

9.3.4 The Contractor shall furnish with its Applications for Payment invoices establishing the value of materials and equipment stored at the site, along with a statement of amounts to be paid to vendors.

- .1 Such stored items are subject to inspection by the Architect before payment is recommended.
- .2 The Contractor shall furnish the Owner with certificates of insurance in accordance with Contract Documents for the full value of the items stored at the site.

B. 9.4 CERTIFICATES OF PAYMENT

1. Amend Subparagraph 9.4.2 by adding the following language at the end of the first sentence..."and that the Contractor's work is on schedule."

C. 9.6 PROGRESS PAYMENTS

1. Add the following new subparagraph:

9.6.2.1 The Contractor shall furnish the Owner with satisfactory evidence of payment to vendors supplying material and equipment for approved storage per lien waivers as required in the specifications. This shall be done within 30 days after the date of the progress payment. Satisfactory evidence of payment shall be one of the following:

- .a The Contractor's canceled check in the correct amount with identification of invoices paid.
- .b A letter or fax from the vendor with an authorized signature stating amounts and invoices paid.
- .c A receipted invoice.

2. Add the following new subparagraph:

9.6.5.1 Payment for material and equipment delivered and stored shall not relieve the Contractor of responsibility for furnishing equipment and material required for the work in the same manner as if such payment were not made.

3. Add the following new subparagraph:

9.6.8 If the Contractor does not submit evidence of payment to his vendors for material and equipment stored, the Architect will recommend deductions of the amount previously allowed for the items stored from the current or subsequent Application for Payment.

D. 9.8 SUBSTANTIAL COMPLETION

1. Add the following Paragraph at the end of 9.8.4:

9.8.4 The required Date of Substantial Completion to be determined and identified upon contract execution.

E. 9.10 FINAL COMPLETION AND FINAL PAYMENT

1. Add the following new subparagraph:

9.10.6 A prerequisite to final payment shall be that the Contractor furnish proof that it has completed all specification requirements covering the following items as applicable: Warranties and Project Record Documents.

10. ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY:

A. 10.2 SAFETY OF PERSONS AND PROPERTY

1. Add the following to the end of subparagraph 10.2.4:

...The Contractor shall not bring hazardous materials onto the site nor use in the Work without compliance with the following conditions:

- .1 The Contractor shall be solely responsible for the handling, storage, and use of explosive or other hazardous materials involved in his work, when use is

permitted. For such use, the Contractor shall obtain and forward necessary permits to the Owner for review before proceeding with use.

.2 The Contractor shall obtain insurance for use of hazardous materials and furnish certificates of insurance in keeping with Conditions of the contract.

2. Add the following new subparagraphs:

10.2.9 Protect all work and material from damage by water and weather; provide, maintain and operate all pumps, equipment and enclosures necessary to prevent accumulations of water and freezing. Provide and maintain all bracing, shoring, ladders, walkways, and scaffolding as necessary for safety and the proper execution of the work.

10.2.10 Provide and maintain fire protection equipment as required and approved by fire authorities. Build no fire on premises.

10.2.11 In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work House and Safety Standard Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plan, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

10.2.12 It shall be understood that the Owner will continue to occupy and use all areas not being worked on by the Contractor.

11. ARTICLE 11 – INSURANCE AND BONDS

A. 11.1 CONTRACTOR’S LIABILITY INSURANCE

1. Add the following to the end of subparagraph 11.1.1:

...Provide insurance in accordance with the instruction to Bidders and Appendix I.

B. 11.4 PERFORMANCE BOND AND PAYMENT BOND

1. Amend subparagraph 11.4.1 as follows:

11.4.1 The Owner shall require the Contractor to furnish Bonds as stipulated in other section of these specifications.

12. ARTICLE 13 – MISCELLANEOUS PROVISIONS:

A. 13.5.1 TESTS AND INSPECTIONS

1. Delete the second sentence and replace with the following: “The contractor shall make arrangements for testing, inspections and approvals, by the owners testing agent, the owner shall pay for testing”.

B. 13.6 INTEREST

2. Delete from paragraph 13.6.1 the following: “or, in the absence thereof, at the legal rate prevailing from time to time at the place where the project is located.

13. ARTICLE 15.4 – ARBITRATION

- A. 15.4 Amend subparagraph 15.4.1 by deleting in the first sentence therein the language “American Arbitration Association in accordance with its Construction Industry Arbitration Rules” and in its place substitute the language “Alternate Dispute Resolution Center, East Hartford, CT in accordance with its Rules of the Dispute Resolution in effect on the date of the agreement and if the ADRC is not available, then the American Arbitration Association.”

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APPENDIX X
PREVAILING WAGE RATE SCHEDULE

Project: Cove Park Boat Ramp

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

ID#: H 25612

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

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

Project Number: 2019-07

Project Town: Wethersfield

FAP Number:

State Number:

Project: Cove Park Boat Ramp

CLASSIFICATION	Hourly Rate	Benefits
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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
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1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	31.66
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2) Carpenters, Piledrivermen	32.60	25.34
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Project: Cove Park Boat Ramp

2a) Diver Tenders	32.60	25.34
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3) Divers	41.06	25.34
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03a) Millwrights	33.14	25.74
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	49.75	21.05
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4a) Painters: Brush and Roller	33.62	21.05
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4b) Painters: Spray Only	36.62	21.05
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4c) Painters: Steel Only	35.62	21.05
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4d) Painters: Blast and Spray 36.62 21.05

4e) Painters: Tanks, Tower and Swing 35.62 21.05

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 40.00 25.97+3% of gross wage

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 35.47 35.14 + 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) 42.62 31.21

---LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 30.05 20.10

Project: Cove Park Boat Ramp

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	30.30	20.10
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10) Group 3: Pipelayers	30.55	20.10
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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	30.55	20.10
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12) Group 5: Toxic waste removal (non-mechanical systems)	32.05	20.10
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13) Group 6: Blasters	31.80	20.10
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Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.05	20.10
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Group 8: Traffic control signalmen	16.00	20.10
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Project: Cove Park Boat Ramp

Group 9: Hydraulic Drills	29.30	18.90
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---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	20.10 + a
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13b) Brakemen, Trackmen	31.28	20.10 + a
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---CLEANING, CONCRETE AND CAULKING TUNNEL---

14) Concrete Workers, Form Movers, and Strippers	31.28	20.10 + a
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15) Form Erectors	31.60	20.10 + a
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---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	20.10 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.17	20.10 + a
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18) Miners	32.22	20.10 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----

18a) Blaster	38.53	20.10 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	20.10 + a
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Project: Cove Park Boat Ramp

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	20.10 + a
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21) Mucking Machine Operator	39.11	20.10 + a
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---TRUCK DRIVERS---(*see note below)

Two axle trucks	29.13	23.33 + a
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Three axle trucks; two axle ready mix	29.23	23.33 + a
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Three axle ready mix	29.28	23.33 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.33	23.33 + a
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Project: Cove Park Boat Ramp

Four axle ready-mix	29.38	23.33 + a
<hr/>		
Heavy duty trailer (40 tons and over)	29.58	23.33 + a
<hr/>		
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	23.33 + a
<hr/>		
---POWER EQUIPMENT OPERATORS---		
<hr/>		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	39.55	24.30 + 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)	39.23	24.30 + 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)	38.49	24.30 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	38.10	24.30 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.51	24.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	37.51	24.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.30 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	36.86	24.30 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	36.46	24.30 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	36.03	24.30 + a
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Project: Cove Park Boat Ramp

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 33.99 24.30 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 33.99 24.30 + a

Group 12: Wellpoint Operator. 33.93 24.30 + a

Group 13: Compressor Battery Operator. 33.35 24.30 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 32.21 24.30 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 31.80 24.30 + a

Group 16: Maintenance Engineer/Oiler 31.15 24.30 + a

Project: Cove Park Boat Ramp

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.30 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	33.04	24.30 + a
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**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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Project: Cove Park Boat Ramp

23) Driver Groundmen	26.50	6.5% + 9.00
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23a) Truck Driver	40.96	6.5% + 17.76
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---LINE CONSTRUCTION---

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

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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 \$4.00 premium in addition to the hourly wage rate and benefit contributions:

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

2) Cranes (100 ton 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: Monday, January 28, 2019

Project: Cove Park Boat Ramp

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:

Monday, January 28, 2019



Opportunity * Guidance * Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

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

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

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

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

November 29, 2006

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

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

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

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

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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


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

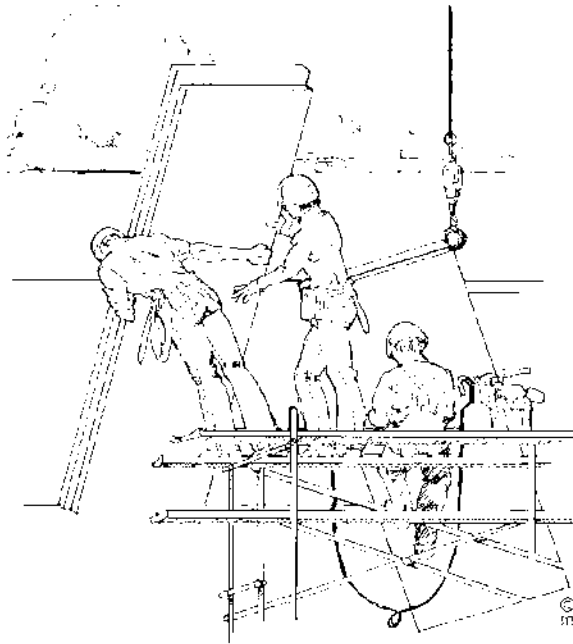
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

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

Rate Schedule Issued (Date): _____

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

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

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

WEEKLY PAYROLL

CONTRACTOR NAME AND ADDRESS:										SUBCONTRACTOR NAME & ADDRESS			WORKER'S COMPENSATION INSURANCE CARRIER									
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS											POLICY #		EFFECTIVE DATE:		EXPIRATION DATE:					
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE						Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY			
				S	M	T	W	TH	F	S				Total O/T Hours	FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING			LIST OTHER		
			Trade License Type & Number - OSHA 10 Certification Number	HOURS WORKED EACH DAY							TOTAL FRINGE BENEFIT PLAN CASH											
													\$	1. \$								
													Base Rate	2. \$								
														3. \$								
														4. \$								
													\$	5. \$								
													Cash Fringe	6. \$								
													\$	1. \$								
													Base Rate	2. \$								
														3. \$								
														4. \$								
													\$	5. \$								
													Cash Fringe	6. \$								

12/9/2013 *IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER ____ OF

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

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

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

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

_____ Submitted on (Date)

(Signature) (Title)

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

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109											
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											WEEKLY PAYROLL											
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472						SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09											
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS									Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
		DAY AND DATE							Total O/T Hours	FICA					FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER					
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	S	M	T	W	TH			F	S		TOTAL FRINGE BENEFIT PLAN CASH								
			Trade License Type & Number - OSHA 10 Certification Number	20	21	22	23	24	25	26												
HOURS WORKED EACH DAY																						
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8			S-TIME 40 O-TIME	\$ 30.75 Base Rate \$ 8.82 Cash Fringe	1. \$ 5.80 2. \$ 3. \$ 2.01 4. \$ 5. \$ 6. \$	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx	
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8			S-TIME 40 O-TIME	\$ 19.99 Base Rate \$ 16.63 Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx	
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8						S-TIME 8 O-TIME	\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125 xxx.xx	
												S-TIME O-TIME	\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$								

7/13/2009 *IF REQUIRED
WWS-CP1

*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

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

Section A:

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

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

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

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

Section B: Applies to CONNDOT Projects ONLY

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

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

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

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

Information Bulletin ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

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

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

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

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

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

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

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

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

Elevator Constructors: Mechanics

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

Glaziers

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

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

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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