

TOWN OF CHESHIRE, CONNECTICUT

INVITATION TO BID



**EAST MITCHELL AVENUE
SIDEWALK CONNECTIVITY**

ITB #2526-10

FEBRUARY 25, 2026

LEGAL NOTICE

TOWN OF CHESHIRE, CONNECTICUT
INVITATION TO BID

EAST MITCHELL AVENUE SIDEWALK CONNECTIVITY
ITB #2526-10
February 25, 2026

The Town of Cheshire is seeking competitive bids from qualified, responsible contractors for the Town's project known as ***East Mitchell Avenue Sidewalk Connectivity***. Sealed bids are due by ***1:00 PM on Wednesday, March 18, 2026*** at the office of Cheshire Public Works Room 213, Cheshire Town Hall, 84 South Main Street, Cheshire, Connecticut 06410. At that time, bids will be opened in public and read aloud.

The documents comprising the Invitation to Bid ("ITB") may be obtained on the Town's website, www.cheshirect.org under "Bids and RFPs".

The Town intends to award a contract to the lowest qualified responsible bidder, if any. The Town of Cheshire reserves its rights to amend or terminate this Invitation to Bid accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a bid, and award the bid to the bidder that, in the Town's sole discretion and judgment, will be in the Town's best interests.

OUTLINE OF BID DOCUMENTS

Description:	Included in Contents of Bid Document	Documents required for bid submittal
Outline of Bid Documents	X	
Invitation to Bid	X	
Standard Instruction to Bidders	X	
Payment Bond & Performance Bond Requirements	X	
General Specifications	X	
Special Provisions (if any)	X	
Technical Specifications (if any)	X	
Insurance Requirements	X	
Bid Submission Documents:	X	
<ul style="list-style-type: none"> • Bid Form 	X	X
<ul style="list-style-type: none"> • Bidder’s Legal Status Disclosure Form 	X	X
<ul style="list-style-type: none"> • Bidder’s Certification concerning Equal Employment Opportunities & Affirmative Action Policy 	X	X
<ul style="list-style-type: none"> • Bidder’s Non-Collusion Affidavit 	X	X
<ul style="list-style-type: none"> • Bidder’s Statement of References 	X	X
<ul style="list-style-type: none"> • Bidder’s Contact Information 	X	X
Contract (Draft):	X	
<ul style="list-style-type: none"> • The Contract in the form attached 		
<ul style="list-style-type: none"> • AIA Document A101-2017 (Standard Agreement) 	X	
<ul style="list-style-type: none"> • AIA Document A201-2017 (General Conditions) 	X	
Prevailing Wage Information (if applicable)		
CHRO Notification to Bidders (if applicable)		
Permits (if any)		
Design Plans (if any)	X	
Attachments (if any)		
Addenda (if any)		

INVITATION TO BID

Bid Number:	Bid Issue Date:	Date of Bid Opening:	Time of Bid Opening:
ITB #2526-10	February 25, 2026	March 18, 2026	1:00 PM
Location of Bid Opening:			
Cheshire Town Hall, Room 213, 84 South Main Street - Cheshire, Connecticut 06410			

The Town of Cheshire is seeking bids from qualified contractors for performing work associated with the installation of sidewalks along Highland Avenue to complete connectivity of East Mitchell Avenue and closing the gap between the completed Chase Bank location and Hinman Street intersection (“Project”).

The Town of Cheshire may elect to award each of the Base Bids to separate contractors if, in its sole discretion and judgement, will be in the Town’s best interest.

Lowest responsible and qualified bidder means the bidder whose bid is the lowest of those responsive bidders possessing the skill, responsibility, experience, qualifications, and demonstrated ability from past performance, necessary to faithfully perform the work.

One (1) original, one (1) copy, and one (1) electronic copy (on USB drive) of sealed bids must be received in the Cheshire Town Hall, Room 213 (Department of Public Works and Engineering), 84 South Main Street, Cheshire, CT 06410 by the date and time noted above. The Town of Cheshire (the “Town”) will not accept submissions by e-mail or fax. The Town will reject bids received after the date and time noted above.

The documents comprising the Invitation to Bid (“ITB”) may be obtained on the Town's website, www.cheshirect.gov under “Bids and RFPs”. **Each bidder is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the ITB as modified by the addenda.**

Bids must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the right to amend or terminate this Invitation to Bid, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a bid, and award the bid to the bidder that, in the Town's sole discretion and judgment, will be in the Town's best interests. Consideration will be given to such matters as contractor responsibility, qualifications, compliance with laws, record of past performance, and financial and technical resources.

STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Cheshire (the “Town”) is soliciting sealed bids for:

ITB #2526-10	EAST MITCHELL AVENUE SIDEWALK CONNECTIVITY
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This ITB is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful bidder.

Interested parties should submit a bid in accordance with the requirements and directions contained in this ITB. **Bidders are prohibited from contacting any Town employee, officer or official concerning this ITB, except as set forth in Section 7, below. A bidder’s failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Bidders and any other documents comprising this ITB, these Standard Instructions to Bidders shall prevail.

2. OBTAINING THE ITB

All documents that are a part of this Request for Bid may be obtained on the Town’s website, www.cheshirect.gov , under “Bids and RFPs.”

3. RIGHT TO AMEND OR TERMINATE THE ITB OR CONTRACT

The Town may, before or after bid opening and in its sole discretion, clarify, modify, amend or terminate this ITB if the Town determines it is in the Town’s best interest. Any such action shall be effectuated by a posting on the Town’s website, www.cheshirect.gov , under “Bids and RFPs.” The Town may also reject all bids.

Each bidder is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the ITB as modified by the addenda.

4. PRE-BID CONFERENCE

Pre-Bid Conference:	<input type="checkbox"/> YES	Mandatory:	<input type="checkbox"/> YES*
	<input checked="" type="checkbox"/> NO		<input checked="" type="checkbox"/> NO
*Any bidder who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. Representatives must register at the pre-bid conference and disclose the identity of the firm they represent. Because attendance at the pre-bid conference is mandatory, a bidder’s failure to attend and register at the pre-bid conference shall result in disqualification of the bidders proposal as non-responsive to the solicitation.			
Date	Time	Location	
N/A	N/A	N/A	

5. KEY DATES

The tentative schedule associated with this ITB will be as follows:

ITB Issue Date	February 25, 2026	
Pre-Bid Site Visit	See Pre-Bid Conference (Section 4)	
Deadline for Bidder’s Questions	Seven (7) business days before bid opening (See Section 7)	
Final Addenda posting	Four (4) calendar days prior to bid opening (See Section 7)	
Bid Opening	March 18, 2026	1:00 PM
Preliminary Notice of Award*	April 1, 2026	
Contract Execution*	April 8, 2026	

*The Preliminary Notice of Award and Contract Execution dates shown above are anticipated, not certain, dates.

6. BID SUBMISSION INSTRUCTIONS

Bids must be received in the Cheshire Town Hall, **Department of Public Works and Engineering, Room 213, 84 South Main Street, Cheshire, CT 06410** by no later than the date and time the bids are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Bidders are solely responsible for ensuring timely delivery. The Town will **NOT** accept late bids.

One (1) original, one (1) copy, and one (1) electronic copy (on USB drive) of all bid documents must be submitted in sealed, opaque envelopes clearly labeled with the bidder’s name, the bidder’s address, the words "**BID DOCUMENTS,**" and the **Bid Title, Bid Number** and **Bid Opening Date**. The Town may decline to accept bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid documents and inform the bidder that the bid documents may be resubmitted in a sealed envelope properly marked as described above.

Bid prices must be submitted on the Bid Form included in this ITB. All blank spaces for bid prices must be completed in ink or be typewritten; bid prices must be stated in both words and figures. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the bids are scheduled to be opened. Bids are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the bids, investigate the bidders’ qualifications, secure any required municipal approvals, and execute a binding contract with the successful bidder.

An authorized person representing the legal entity of the bidder must sign the Bid Form and all other forms included in this ITB.

7. QUESTIONS AND AMENDMENTS

Questions and requests for information concerning the ITB Documents are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Marek L. Kement, P.E.,L.S.
Department: Department of Engineering
E-mail: mkement@cheshirect.gov
Fax: 203-271-6659

Bidders are prohibited from contacting any other Town employee, officer or official concerning this ITB. A bidder’s failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from bidder no later than seven (7) business days before the bid opening date. Questions received after the foregoing deadline will not be answered. That representative will confirm receipt of a bidder’s questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this ITB and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to bid opening, the Town will post any addenda on the Town’s website, www.cheshirect.org, under “Bids and RFPs.” **Each bidder is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the ITB as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representative(s) listed above, shall be effective to waive, change or otherwise modify any of the provisions of this ITB, and no bidder shall rely on any alleged oral statement.

8. ADDITIONAL INFORMATION

8.1 **DELIVERY/TIME FOR PERFORMANCE:** TIME IS OF THE ESSENCE with regard to the performance of the services procured through this ITB and the Contract to be entered into by the Town with the selected bidder, if any. Strict compliance with and adherence to the schedule for the services and the Contract is mandatory. If, in the sole opinion of the Town, the selected bidder is not adhering to the contract schedule, upon forty-eight (48) hours written notice from the Town to the selected bidder, the Town shall have the right to direct the bidder to increase its manpower to meet the established project schedule (including any milestones) without additional compensation. Any and all such additional labor or supervision shall be at bidder’s sole cost and expense and may include, but shall not be limited to, the Town directing the selected bidder to work overtime, work weekends, or any combination thereof, without any additional compensation being due to bidder for such additional personnel. In addition, the Town shall have the right but not the obligation to supplement the bidder’s forces with that of another vendor in order to achieve compliance with the project schedule. All costs attributable to the supplemental labor and supervision of same shall be the sole obligation and responsibility of the selected bidder. Failure to strictly adhere to the schedule (including any milestones) and the provisions of this paragraph 8.1 shall constitute a material default of bidder’s contractual obligations and entitle the Town, in its discretion, to all remedies for default set forth in the contract.

- 8.2 **TERMINATION OF CONTRACT:** Contracts shall remain in force for the period within which the selected bidder must perform as set forth in the bid, unless (a) an extension has been agreed upon as evidenced by a contract extension executed in writing by both the selected bidder and the Town or (b) the Town has issued a termination of the contract.
- 8.3 **ASSIGNMENT:** Bidder shall not assign, transfer or subcontract this contract or its obligations hereunder without the prior written consent of the Town, which consent may be withheld in the Town’s sole discretion.
- 8.4 **DEFAULT:** The contract may be terminated by the Town by written notice of default to the upon non-performance or breach of the contract terms. The awarded bidder shall be obligated to pay the Town for all losses, damages, costs and expenses, including the cost of re-procurement, and attorney’s fees incurred defending claims arising from such default and in seeking recovery of all such costs and expenses from bidder and/or its surety. Upon a termination for cause, the Town shall have no further obligation to issue payments to the bidder until resolution of the dispute.
- 8.5 **CONFLICT:** To the extent any of the contract terms set forth herein conflict with the terms of the form Contract entered into by the parties, the Contract terms shall control.
- 8.6 **SUPPLY CHAIN DISRUPTIONS/TARIFFS:** Bidders shall anticipate and incorporate into their bids all potential costs and delays related to any supply chain disruptions or tariffs. In no event shall the Town be liable for any such costs and/or delays.

8.7 **COMPLIANCE with Requirements of Funding Source:**

Project Funded (in whole or in part) by state or federal funds:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Funding Source:	Town of Cheshire	

The successful bidder shall comply with all federal, state and local laws, ordinances, regulations and municipal Charter requirements, as well as all guidelines and requirements for the funding source noted above, if applicable.

- 8.8 **ACKNOWLEDGEMENT of Market Conditions:** Bidders acknowledge, by submitting a bid, that inflationary market conditions exist, including potential impacts of federal government imposed tariffs. Bidder has priced increased and escalated labor, equipment, and material costs into its bid, and taken into consideration the market conditions when pricing the work. No equitable adjustments or change order will be granted for increased labor, equipment or material costs during the duration of the Project.
- 8.9 **CLARIFICATION:** The Town reserves the right, either before or after the opening of bids, to ask any bidder to clarify its bid or to submit any additional information that the Town in its sole discretion deems desirable.

9. COSTS FOR PREPARING BID

Each bidder's costs incurred in developing its bid are its sole responsibility, and the Town shall have no liability for such costs.

10. OWNERSHIP OF BIDS

All bids submitted become the Town's property and will not be returned to bidders.

11. FREEDOM OF INFORMATION ACT

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its bid or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a bidder's Confidential Information, it will promptly notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The bidder may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

12. REQUIRED DISCLOSURES

In its Bid Form each bidder must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this ITB, including but not limited to any of the Contract Terms contained in Section 28, below;
- If it is listed on the State of Connecticut's or United States Government (including any agency thereof) Debarment List;
- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
- All resolved and pending arbitration and litigation matters in which the bidder or any of its principals (regardless of place of employment) has been involved within the last seven (7) years;
- All criminal proceedings in which the bidder or any of its principals (regardless of place of employment) has ever been the subject; and
- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy

or standard, or to have committed any other offense arising out of the submission of bids or bids or the performance of work on public works projects or contracts.

A bidder’s acceptability based on these disclosures lies solely in the Town’s discretion. A failure to disclose or an inaccurate response shall, in the Town’s sole discretion, be grounds for disqualification.

13. REFERENCES

Each bidder must complete and submit the Bidder's Statement of References form included in this ITB.

14. LEGAL STATUS

If a bidder is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status.

15. PROPOSAL (BID) SECURITY (“BID BOND”)

Proposal (Bid) Security Required:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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Each bid must be accompanied by a certified check of the bidder or a proposal (bid) bond with a surety acceptable to the Town in an amount of equal to at least **FIVE PERCENT (5%)** of the bid amount for all contracts exceeding \$50,000. The proposal (bid) bond shall be written by a company or companies licensed to issue bonds in the State of Connecticut, which company or companies shall have at least an “A-” VIII policyholders rating as reported in the latest edition of Best Publication’s Key Rating Guide. The successful bidder, upon its refusal or failure to execute and deliver the Contract, certificate(s) of insurance, W-9 form, performance security or other documents required by this ITB within **ten (10) business days** of written notification of preliminary award, unless the Town otherwise agrees in writing, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its bid.

Upon the successful bidder’s execution of the Contract in the form enclosed with this ITB , the Town shall return the proposal (bid) security to the successful bidder and to all other bidders. By submitting a bid, the bidder expressly agrees that if awarded a contract for the Project, the bidder shall, within five (5) business days of receipt of notice of award, sign the contract provided by the Town without alteration or modification by the bidder.

16. PRESUMPTION OF BIDDER’S FULL KNOWLEDGE

Each bidder is responsible for having read and understood each document in this ITB and any addenda issued by the Town. A bidder's failure to have reviewed all information that is part of or applicable to this ITB, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its bid or the obligations related thereto.

Each bidder is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this ITB or the performance of the work described herein.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this ITB, and it is capable of performing the work to achieve the Town's objectives. If applicable, each bidder shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its bid.

17. SUBSTITUTIONS

(THIS ITEM IS NOT APPLICABLE TO THIS ITB)

18. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #066-001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

19. INSURANCE

The successful bidder shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this ITB. The Town reserves the right to require from the successful bidder a complete, certified copy of any required insurance policy.

20. PERFORMANCE SECURITY

Performance Bond Required:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Payment Bond Required:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

The successful bidder shall furnish security covering the faithful performance of the Contract (the "Performance Security"). The Performance Security shall be in the form of a surety bond for the full amount of the contract, and in a form reasonably acceptable to the Town. The Performance Security shall be issued by a company licensed by the State of Connecticut that is a T List surety and has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide. The cost of the Performance Security shall be included in the bid price.

In addition to the Performance Security, the successful bidder shall furnish a bond covering the successful bidder's payment to its subcontractors and suppliers of all obligations arising under the Contract (the "Payment Bond").

The Payment Bond shall be (a) in the full amount of the Contract price; (b) in a form reasonably acceptable to the Town; and (c) issued by a company licensed by the State of Connecticut that has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide and is on the T List. The cost of the Payment Bond shall be included in the bid price.

The Payment Bond and Performance Bond shall be provided to the Town no later than the execution of the contract and in, all cases, PRIOR to the commencement of work.

21. DELIVERY ARRANGEMENTS

The successful bidder shall deliver the items that are the subject of the ITB, at its sole cost and expense, to the location(s) listed in the Specifications.

22. AWARD CRITERIA / SELECTION / CONTRACT EXECUTION

Bid to be publicly opened:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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Unless otherwise noted above, all proposals will be acknowledged in public or be publicly opened and read aloud as received on the date, at the time, and at the place identified in this ITB. Bidders may be present at the opening.

The Town reserves the right to correct, after bidder verification, any mistake in a bid that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a bid, reject all bids, and waive any informalities or non-material deficiencies in a bid. The Town also reserves the right, if applicable, to award the purchase of individual items under this ITB to any combination of separate bids or bidders.

The Town will accept the bid that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most ITBs, it will not be the only basis for award. Due consideration may also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this ITB.

The Town will not award the bid to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, charge, contract, security or any other obligation.

If the lowest bidder meets all specifications, is responsive, and, if applicable, qualified, but the bid is not acceptable to the Town Manager or, if applicable, the Public Building Commission or the Board of Education, the matter must be referred to the Town Council for its decision on whether to reject all bids, to accept a higher bid, or to take such other action as may be in the Town's best interests.

The Town will select the bid that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful bidder. The award may be subject to further discussions with the bidder.

The making of a preliminary award to a bidder does not provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A bidder has rights, and the Town has obligations, only if and when a Contract is fully executed by the Town and the bidder.

If the bidder does not execute the Contract within five (5) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any bid security provided by the bidder and may enter into discussions with another bidder.

The Key Dates for the Preliminary Notice of Award and Contract Execution dates noted in Section 5 are anticipated, not certain, dates.

23. AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY

Each bidder must submit a completed Bidder's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this ITB. Bidders with fewer than ten (10) employees should indicate that fact on the form and return the form with their bids. Bidders are solely responsible for researching and familiarizing themselves with current federal and state laws and regulations, including Presidential Executive Orders, and complying with same in all respects at all times. Any bidder who violated federal or state law shall indemnify, defend, and hold the Town harmless from and against any penalties, fines or other damages incurred by the Town as a result of such non-compliance.

24. NONRESIDENT REAL PROPERTY CONSTRUCTION CONTRACTORS

If the successful bidder is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with a copy of the requisite certificate of compliance set forth in § 12-430(7)(E).

The successful bidder agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful bidder's activities under the Contract.

The successful bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

25. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a bid, each bidder confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each bidder confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful bidder shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful bidder or its subcontractor.

The successful bidder shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this

provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

26. NON COLLUSION AFFIDAVIT

Each bidder shall submit a completed Bidder's Non-Collusion Affidavit that is part of this ITB.

27. MUNICIPAL PUBLIC WORKS CONTRACT REQUIREMENTS

(THIS ITEM IS NOT APPLICABLE TO THIS ITB)

28. CONTRACT TERMS

A contract template has been provided with this Request for Bid. By submitting a bid, the Bidder acknowledges and agrees that it will execute the contract submitted to it for execution by the Town, without alteration or modification by the Bidder, within five (5) days of receipt of notice of award.

The following provisions are among the mandatory terms of the Town's Contract with the successful bidder. If a bidder is unwilling or unable to meet any of these Contract Terms, it must disclose that inability or unwillingness in its Bid Form (see Section 12 of these Standard Instructions to Bidders):

a. **DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful bidder agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers, boards, commissions, committees, and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful bidder's performance of the contract, including but not limited to bidder's malfeasance, misconduct, negligence or failure to meet its obligations under the ITB or the Contract.

The successful bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful bidder's insurance. Nothing in this section shall obligate the successful bidder to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.]

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful bidder, or anyone directly or indirectly employed or contracted with by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this section, which obligations shall survive the termination or expiration of this ITB and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful bidder.

b. ADVERTISING

The successful bidder shall not name the Town in any advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful bidder may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful bidder to do so is not a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder.

c. W-9 FORM

The successful bidder must provide the Town with a completed W-9 form before Contract execution.

d. PAYMENTS

Bidders are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications or Contract.

“In each of its contracts with subcontractors or materials suppliers, the successful bidder shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful bidder receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful bidder shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful bidder, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful bidder shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.”

e. TOWN INSPECTION OF WORK/PRODUCTS

The Town may inspect the successful bidder's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

Work shall conform with the State of Connecticut Department of Transportation Form 819, as amended and the Town of Cheshire Guidelines and Specifications for Public Improvements which are available on the Town's website at: www.cheshirect.org

Should an apparent conflict between these two specifications arise then the Contractor shall submit a request for resolution of the discrepancy in writing and the Town shall respond in writing as to which better satisfies the intent of the design and will take precedence.

f. REJECTED WORK OR MATERIALS

The successful bidder, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful bidder shall maintain all records related to the work described in the ITB for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

h. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful bidder shall provide the Town with written notice of the identity (full legal name street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful bidder with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful bidder shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. The successful bidder shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract.

The successful bidder also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful bidder shall assure compliance with all requirements of the Contract. The successful bidder shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

i. PREVAILING WAGES

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (j) of C.G.S. 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

A successful bidder who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

Upon Contract award, the successful bidder must certify under oath to the State Labor Commissioner the pay scale to be used by the successful bidder and its subcontractors. The applicable prevailing wage rates are included with this ITB.

j. PREFERENCES

The successful bidder shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful bidder agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in New Haven County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

k. WORKERS COMPENSATION

Prior to commencing work on the Project, the successful bidder shall furnish to the Town (1) sufficient evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Conn. Gen. Stat. section 31-284, and (2) a current statement from the State Treasurer that, to the best of his knowledge and belief, as of the date of the statement, the particular party was not liable to the state for any workers' compensation payments made pursuant to section 31-355. Contact the State Treasurer's Office for such statements.

Prior to Contract execution, the Town will require the tentative successful bidder to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful bidder was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

l. SAFETY

The successful bidder and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours 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.

Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

m. COMPLIANCE WITH LAWS

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the Contract, including but not limited to:

1. **Non-Discrimination.** Bidder, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental

retardation or physical disability, including but not limited to blindness, unless it is shown by the Bidder that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Bidder further agrees that this article, (and any additional provisions required by law), will be incorporated by Bidder in all contracts entered into with suppliers of materials or services contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this contract.

2. **Executive Orders.** The contract may be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it.

The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

3. **Connecticut's Prevailing Wage Law Provision.** The successful Bidder must comply with CGS Section 31-53 and 31-53(a), which apply to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is \$1,000,000 or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is \$100,000 or more. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Conn. Gen. Stat., shall be at a rate equal to the rate customary or prevailing for the same 7 work in the same trade or occupation in the Town of Cheshire. If the contractor is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund, it shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

All contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the Bidder's monthly certificate for payment. The

Bidders should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

4. Contractor shall also furnish proof to the Town's Finance Department, beginning with the weekly certified payroll form for the first week each employee begins work on this project, that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Conn. Gen. Stat. on this project, 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.
5. **Occupational Safety and Health Administration Requirements.** According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least \$100,000 shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have 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, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.
6. **Payment Bond/Performance Bond State Law Requirements.** CGS Section 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over \$100,000.

When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than \$500,000 additional laws/requirements apply. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

7. **State of Connecticut Contractor Prequalification Program.** CGS Section 4b-91 requires all bidders for the construction, alteration, remodeling, repair or demolition of any public building or any other public work by a public agency (includes a municipality) that is paid for, in whole or in part, with state funds and that is estimated to cost more than \$1,000,000, except a public highway or bridge project or any other construction project administered by DOT, shall be prequalified with the State pursuant to CGS Section 4a-100. Once a contractor

is prequalified, it is issued a prequalification certificate by DAS, which certificate is in effect for one year. Subcontractors' work, the cost of which may exceed \$1,000,000, are also required to be prequalified. Any bid for a project that requires prequalification must include a copy of the bidder's Prequalification Certificate showing the aggregate work capacity rating required under the contract and the Update (Bid) Statement showing renewal of certificate and/or change in aggregate work capacity. Bids which do not include a copy of the Prequalification Certificate and the Update (Bid) Statement are invalid. Contractors should contact the State Department of Administrative Services to familiarize themselves with these requirements.

8. **Non-Resident Contractor 5% Tax For Contracts.** CGS Section 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least \$250,000, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts."

As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing Department.

9. **Equal Employment Opportunity (EEO); Minority Business Enterprises (MBE).** The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut;

The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Connecticut CHRO pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

The contractor agrees to provide the CHRO with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

The contractor agrees to provide the CHRO with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

10. The successful bidder shall:

- (a) Comply fully with all federal and state antidiscrimination and contract compliance laws, and shall not discriminate or permit a discriminatory practice to be committed;
- (b) Cooperate fully with the Connecticut CHRO;
- (c) Submit periodic reports of its employment and subcontracting practices in such a form, in such a manner and at such a time as may be prescribed by the commission;
- (d) Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
- (e) Not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the commission;
- (f) Make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having

knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter relating to a contract compliance review; and

- (g) Include a provision in all subcontracts with minority business enterprises requiring that the minority business enterprise provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met.

n. LICENSES AND PERMITS

The successful bidder certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

o. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

p. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

q. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

r. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of any court of the State of Connecticut, as applicable.

s. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful bidder are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract.

The successful bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful bidder shall be solely responsible for any applicable taxes.

t. COMPLIANCE WITH SOLID WASTE DISPOSAL ACT

The successful bidder shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

END OF STANDARD INSTRUCTIONS TO BIDDERS

GENERAL SPECIFICATIONS

GENERAL SPECIFICATIONS

PROJECT DESCRIPTION:

The Town of Cheshire is seeking bids from qualified contractors for performing work associated with the installation of sidewalks along Highland Avenue to complete connectivity of East Mitchell Avenue and closing the gap between the completed Chase Bank location and Hinman Street intersection.

The Town of Cheshire may elect to award each of the Base Bids to separate contractors if, in its sole discretion and judgement, will be in the Town's best interest.

SCOPE OF WORK:

Work includes, but not limited to, demolition, tree removal, erosion control, earth excavation, filling, site grading, replace and/or reset drainage & utility structures, paving, concrete work, wall installation, and loaming & seeding of disturbed areas.

All work shall be in accordance with these bid documents and as described on the project design plan set ("the PLANS") entitled:

"East Mitchell Avenue Sidewalk Connectivity Plan" Prepared for the Town of Cheshire, dated 11/18/24 Revised through 5/2/25, prepared by Barton & Loguidice.

There shall be two (2) separate base bids for this project:

- **BASE BID "A"** (also known as **Phase 1**) shall include all work along Highland Avenue **south** of East Mitchell Avenue as shown on Sheet-1 of the PLANS.
- **BASE BID "B"** (also known as **Phase 2**) shall include all work along Highland Avenue **north** of East Mitchell Avenue as shown on Sheet-2 of the PLANS.

Work shall conform to:

- A. The State of Connecticut Department of Transportation (CTDOT) Standard Specifications for Roads, Bridges and Incidental Construction, Form 819, dated 2024 as amended (referred to herein after as "Form 819") and which are available electronically at: <https://portal.ct.gov/DOT/IT/ConnDOT-Publications-Manuals>; and
- B. Town of Town of Cheshire Guidelines and Specifications for Public Improvements dated December 12, 2023 as amended (referred to herein as "Public Improvements") and which is electronically available on the Town's website at: <https://www.cheshirect.gov/>; and
- C. The following Special Provisions and Technical Specifications.

GENERAL:

Specification amendments or supplements that apply throughout Form 819 are outlined below:

1. Replace the word "State" and the word "Department", wherever they appear, with the word "Town" throughout Form 819. Unless otherwise determined by the Town, all references to the State and the Department of Transportation shall be considered as references to the Town of Cheshire.
2. Method of Measurement: Work for these items will not be measured separately for payment unless additions, deletions or modifications to the Work are ordered by the Town of Cheshire through a formally issued Change Order.
3. Basis for Payment: Work items for this project will not be paid for separately unless additions, deletions or modifications to the Work are ordered by the Town of Cheshire through a formally issued Change Order. Progress payments will be made against the Unit Prices provided for items contained in the Bid Form for the entire project, using an approved Schedule of Values.

CONTRACT SUPERVISION

The Contractor shall always have a supervisor onsite when work is being performed throughout the entire course of this Contract. This person shall be the responsible individual in charge whom the Town shall coordinate all onsite activities, including Inspections. The Contractor shall identify this person at the pre-construction meeting and provide contact information, including emergency contact information outside of normal work hours.

SCHEDULE OF VALUES

The apparent successful Bidder must submit, prior to the execution of an Agreement, a preliminary schedule of values for all of the Work. The preliminary schedule of values must be submitted after Bidding by the apparent low Bidder, and the schedule of values must be deemed acceptable by the Town Engineer before the Agreement is executed.

MATERIALS:

The Contractor shall furnish and install all materials necessary to complete this project unless specifically otherwise noted. The Contractor shall furnish all materials to meet or exceed those specified. The Contractor shall install all materials in accordance with both the material manufacturers recommendations, accepted industry standard practices and the contract specifications.

The Contractor owns all materials to be removed from the site except those noted to be salvaged and is responsible for its suitable disposal.

CONSTRUCTION SEQUENCE:

The Contractor is hereby notified that they shall submit a construction schedule to the Town for approval prior to the start of construction.

SUBMITTALS:

The Contractor shall submit one (1) copy of each material certification/product data sheet required to the Town or its agent for approval prior to construction. Submittals shall be submitted digitally only. See Special Provisions for any specific submittal requirements.

VERIFICATION OF EXISTING CONDITIONS:

Included in this contract is the modification, alteration and/or addition to existing structures. Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from information shown on the plans or contained elsewhere in the specifications.

UTILITY SYSTEMS:

The Contractor shall coordinate construction with appropriate utility companies regarding location and protection of their facilities and scheduling of such work.

The plans require a Contractors working knowledge of local, municipal, water authority, and state codes for utility systems. Any conflicts between materials and locations shown, and local requirements shall be brought to the attention of the Engineer prior to the execution of work. The Town of Cheshire will not be held liable for costs incurred to implement or correct work which does not conform to local or state codes, requirements, ordinances, or regulations.

CALL-BEFORE- YOU- DIG (CBYD):

The contractor shall be responsible for locating all utilities within the project limits of prior to the start of construction and is hereby notified that they shall contact Call-Before-You-Dig (CBYD) 1-800-922-4455 or www.cbyd.com and obtain authorization prior to the start of work, as required by law. The contractor shall renew CBYD tickets, as required, for the duration of construction.

COORDINATION OF WORK:

The Contractor shall coordinate with the Town and its agent accordingly. The Contractor's allowable work hours at the site are limited to: Monday through Friday between 7:30AM and 4:00PM.

There shall be no work on Saturdays, Sundays, and all town observed Holidays.

If additional time is needed to complete the project outside of the regular working hours noted above, then the Contractor shall notify the Town Engineer for approval and coordination.

CONTRACT TIME:

The contract times for this project are as follows:

- BASE BID "A": Forty-five **(45)** consecutive calendar days
- BASE BID "B": Thirty **(30)** consecutive calendar days
- Should the total project (BASE BIDS "A" & "B") be awarded to the same Contractor, then the contract time shall be Seventy-five **(75)** consecutive calendar days.

Contract times start on the Notice to Proceed date and does not allow for a winter shutdown period.

LIQUIDATED DAMAGES:

The Contractor is hereby notified that if the Project is not substantially complete within the specified contract time stated above, liquidated damages in the amount of five hundred dollars **(\$500.00)** per consecutive calendar day beyond the aforementioned substantial completion date shall be assessed against the Contractor, not as a penalty, but to compensate the Town for the estimated, reasonable costs to be incurred by the Town in the event of Contractor's failure to achieve timely completion.

LICENSES:

The Contractor and its subcontractors performing the work shall hold relevant licenses issued by the State of Connecticut. All work under this Contract shall be subject to the rules and ordinances of the State of Connecticut and the Town of Cheshire.

PERMITS:

The Contractor is responsible for obtaining all necessary permits, including all associated costs required for this Contract work. Permit fees associated with town department permits shall be waived.

All construction on State Highways will require permits from the Connecticut Department of Transportation. The Town of Cheshire shall obtain the CTDOT Encroachment Permit, if applicable.

CONSTRUCTION FIELD OFFICE:

A construction field office is not required for this project. If the Contractor elects to provide a field office, then the Contractor shall always keep a complete current set of plans, specifications and approved shop drawings within the field office. There shall be no separate measure and payment for a construction field office.

PORTABLE CHEMICAL TOILET FACILITY:

The Contractor shall provide adequate number of portable chemical toilet per OSHA for the contractors use to support this construction project. There shall be no separate measurements and payment for this portable chemical toilet.

DRIVEWAYS:

The Contractor shall maintain access to and egress from all driveways throughout the project limits. If a temporary closure of a driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

CONSTRUCTION STAKING:

Construction stakeout is the responsibility of the Contractor and any survey and control information available shall be provided to the Contractor upon request.

PROPERTY MARKERS:

Property line pins and concrete boundary markers are to be protected during construction. Any markers moved or destroyed during construction shall be reset by a licensed Land Surveyor at the Contractor's expense.

INSPECTION:

Authorized representatives and agents of the Town of Cheshire shall have access and be permitted to inspect all work, materials, payrolls, contract records, invoices of materials and other relevant data in the development and progress of this project.

TESTING:

The Contractor shall perform all tests as deemed necessary to ensure proper compliance. The Contractor shall arrange for any inspections required by the State or the Town of Cheshire and shall bear the costs of any such inspections.

MAINTENANCE & PROTECTION OF TRAFFIC:

The contractor shall endeavor to conduct work in such a manner and in such sequence as will ensure the least practicable interference with traffic. The Town shall order suspension of the work if, in the opinion of the Town Engineer, traffic is excessively disrupted. On roadways carrying extremely high traffic volumes, work hours shall be restricted when and where necessary to avoid rush hours conflicts, and if on State roads in accordance with CTDOT Encroachment Permit requirements. The Contractor shall be informed of these locations and permissible operating hours prior to the commencement of work.

TRAFFIC CONTROL:

The contractor shall be responsible for furnishing all traffic control, which shall include providing all necessary signs, cones, barricades and personnel to adequately protect the operation in accordance with established traffic patterns.

Per Town Ordinance, traffic control on **Highland Avenue** shall be provided by uniformed Police Officers. The contractor shall bear the cost for traffic control and include this as part of their lump sum bid for each of the BASE BIDS submitted. **An allowance for traffic control shall be included as part of each lump sum base bid submitted. See bid form.**

The Contractor shall contact both the Engineering and Police Departments for coordinating and scheduling of road duty officers at least 72 hours prior to construction. If work is to be cancelled for the day, a two (2) hour minimum cancellation notice must be given to the police by calling the shift sergeant at (203) 271-5520. Failure to cancel within two hours will result in the Contractor paying the police for the day, which shall not be included as part of the traffic allowance.

END OF GENERAL SPECIFICATIONS

SPECIAL PROVISIONS

SUBMITTALS

1.00 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the Contract apply to the work specified in this Section.

1.02 SECTION INCLUDES

- A. Schedule of Submittals
- B. Construction Progress Schedule
- C. Schedule of Values
- D. Shop Drawings
- E. Product Data
- F. Manufacturer's Instruction
- G. Application for Payment
- H. Certified payroll

1.03 PROCEDURES

- A. Digital pdf files of the submittals shall be submitted to the Cheshire Town Engineer at mkement@cheshirect.gov.
- B. All submittals shall be accompanied by a completed transmittal form accepted by the Town Engineer. The form shall identify: Project, preparer of the submittal, date, name and address of Contractor, Subcontractor, Supplier, and manufacturer; identify pertinent drawing sheet, detail, and Specification Section number, as appropriate; and identify deviations from Contract Documents. Provide space for Contractor and Engineer review stamps.
- C. Submit initial progress schedules, schedule of submittals, and schedule of values prior to initiation of work. After review by Engineer, revise and resubmit as required. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.
- D. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- E. After Town Engineer review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- F. Distribute copies of reviewed submittals to Owner and concerned persons. Instruct recipients to promptly report any inability to comply with provisions

2.00 PRODUCTS

2.01 SCHEDULE OF SUBMITTALS

- A. Prior to the initiation of work, the Contractor shall submit a schedule of submittals, arranged in chronological order by dates required by the construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery.
- B. Coordinate Schedule of Submittals with list of subcontracts, the Schedule of Values, and Construction Progress Schedule.

2.02 CONSTRUCTION PROGRESS SCHEDULE

- A. Prior to the initiation of work, the Contractor shall submit a schedule of the anticipated starting and completion dates for the various activities. The schedule shall be in a form approved by the Engineer and shall correspond to the schedule of Values.
- B. The Contractor shall issue an up-to-date progress schedule to the Engineer, along with each application for payment.
- C. It shall be the Contractor's responsibility to notify and coordinate their work with the local utility companies, local fire & police departments, and the Cheshire Department of Public Works and Engineering.

2.03 SCHEDULE OF VALUES

- A. Prior to the initiation of work, the Contractor shall submit a Schedule of Values allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment. The schedule shall be in a form approved by the Town Engineer.
- B. The Contractor shall issue an up-to-date schedule of values to the Town Engineer, along with each application for payment.

2.04 SHOP DRAWINGS

- A. Shop Drawings shall be complete, giving all information necessary or requested in the individual section of the specifications. They shall also show adjoining Work and details of connection thereto.
- B. Shop Drawings shall be for whole systems. Partial submissions will not be accepted.
- C. The Town Engineer reserves the right to review and approve shop drawings only after approval of related product data and samples.
- D. Shop drawings shall be properly identified and contain the name of the project, name of the firm submitting the shop drawings, shop drawing number, date of shop drawings and revisions, Contractor's stamp of approval, and sufficient spaces near the title block for the Engineer's stamp.

- E. When the Shop Drawing is returned by the Town Engineer with the stamp "Revise and Resubmit" or "Disapproved", the Contractor shall correct the original drawing or prepare a new drawing and resubmit to the Town Engineer for approval. This procedure shall be repeated until the Town Engineer's approval is obtained.
- F. When the Shop Drawing is returned by the Town Engineer with the stamp "Approved" or "Approved as Corrected", the Contractor shall provide and distribute prints for all Subcontractors.
- G. The Contractor shall maintain one full set of approved shop drawings at the site.

2.05 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
- B. Submit the number of copies that Contractor requires, plus two copies, which will be retained by the Town Engineer.

2.06 MANUFACTURER'S INSTRUCTIONS

- A. When required, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for product data.

2.07 APPLICATION FOR PAYMENT

- A. The Application for Payment shall be submitted on a form approved by the Town Engineer.

2.08 CERTIFIED PAYROLL

- A. Along with the submittal of each Application for Payment, the Contractor shall provide written certification that they and their respective subcontractors have complied with the Prevailing Wage Rate requirements established by the State of Connecticut Department of Labor for the period during which the work is performed. Certified payroll shall be submitted in a form approved by the Town Engineer.

END OF SUBMITTAL SPECIFICATIONS

CONTRACT CLOSEOUT

1.00 GENERAL INFORMATION

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.02 SECTION INCLUDES

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Final Inspection.
- D. Project Record Documents.
- E. Guarantees, Warranties, and Bonds.

1.03 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. Furnish warranties and bonds for items listed in pertinent other sections of the Contract Documents.
- C. Provide evidence of payment and release of liens.

1.04 FINAL CLEANING

- A. Execute prior to Final Inspection.
- B. Repair, patch, and touch up marred surfaces to the specified finish, to match adjacent surfaces.
- C. In cleaning items with manufacturer's finish or items previously finished by a Subcontractor, care shall be taken not to damage such manufacturer's or Subcontractor's finish. Any damage to finishes caused by cleaning operations shall be repaired at the Contractor's expense.
- D. Broom clean exposed concrete surfaces and paved surfaces.
- E. Remove waste and surplus materials, rubbish and construction facilities from the Project and from the site.

1.05 FINAL INSPECTION

- A. Upon completion of final cleaning, the Contractor shall notify the Town Engineer who shall then arrange for final inspection. At the time of final inspection of the work performed under the Contract, all work covered by the Drawings and these Specifications shall be complete in every respect and in perfect operating condition. All surplus materials of every character resulting from the work of this project shall have been removed from the site.
- B. Any defects discovered at time of the final inspection shall be corrected in accordance with the terms of the contract prior to final acceptance of the work.

1.06 RECORD CONTRACT DOCUMENTS

- A. Job set: Promptly following receipt of the Owner's Notice to Proceed, secure from the Town Engineer at no charge to the Contractor a complete set of all Contract Documents. Additional copies may be purchased by the Contractor.
- B. During the progress of the work, the Contractor shall maintain a current record set of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction.
- C. Manufacturers' and subcontractors', shop drawings, line-and-control diagrams, assembly and erection drawings, etc., shall also be corrected to indicate As-built conditions, and maintained as Record Contract Documents.
- D. Store Record Documents separate from those used for construction.
- E. Keep Record Documents current: do not permanently conceal any work until required information has been recorded.
- F. Accuracy of records:
 - 1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
 - 2. Make entries within 24 hours after receipt of information that the change has occurred. Date all entries.
- G. At the completion of the construction work and prior to acceptance of the project, the Contractor shall provide the marked-up Record Contract Documents to the Town Engineer. Final Site As-Built Plan shall be provided.

1.07 GUARANTEES, WARRANTIES AND BONDS

- A. Except as otherwise specified, the Contractor shall guaranty all work against defects resulting from materials, workmanship, or equipment which are inferior, defective, or not in accordance with the terms of the Contract.
- B. All workmanship and materials shall be fully guaranteed for a period of one (1) year after acceptance of the entire installation covered by this contract. Should any defects occur during the guaranteed period, the contractor shall repair and/or replace all defective equipment, material and/or work at no extra charge to the owner.
- C. Furnish fully executed guarantees, warranties and bonds to the Owner in accordance with the General Conditions.

END OF CONTRACT CLOSEOUT SPECIFICATIONS

TECHNICAL SPECIFICATIONS

ITEM #0601445A - EMBANKMENT WALL (SITE NO. 1)

Description: This item will consist of designing, furnishing and constructing an embankment retaining wall in the location, grades, and to the dimensions and details shown on the contract drawings, and in accordance with these specifications.

Site No. 1 – Highland Avenue (Route 10), +/- 72 L.F.

Retaining Wall Selection: The embankment wall type shall be selected from the list of embankment walls shown on the plans. The Engineer will reject any proposed embankment wall type that is not listed on the plans.

The plans will list all proprietary embankment walls that are appropriate for each Site. This list does not warrant that the walls can be designed to meet either the dimensional, structural, or geotechnical constraints at each Site.

Refer to the Department's Qualified Product List (QPL) for the current approved proprietary embankment wall and for the suppliers' contact information; no other proprietary embankment walls will be allowed. The Department's QPL can be found at:

<https://portal.ct.gov/-/media/DOT/documents/dresearch/conndotqplpdf.pdf?la=en>

NOTE: SEE THE PLANS FOR THE SPECIFIC EMBANKMENT WALL TYPES THAT ARE ACCEPTABLE FOR EACH SITE.

No other proprietary embankment walls will be allowed for this project.

This listing does not warrant that the individual walls can be designed to meet either the dimensional, structural, or geotechnical constraints at each site.

Design:

1 - Design Computations: It is the Contractor's responsibility for the design, detailing and additional construction specifications required to construct the wall. The actual designer of the retaining wall shall be a qualified Professional Engineer licensed in the State of Connecticut.

2 - Designer's Liability Insurance: The Designer of the proprietary retaining wall shall secure and maintain, at no direct cost to the Department, a Professional Liability Insurance Policy for errors and omissions in accordance with Articles 1.03.07 and 1.05.02.

3 - Preliminary Submissions: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include, but not be limited to the following:

a. Detailed Plans:

- Stamped by a licensed Professional Engineer (Connecticut).

- Full plan view of the wall drawn to scale. The plan view must reflect the horizontal alignment and offset from the horizontal control line to the face of the wall. Beginning and ending stations, all utilities, signs, lights, etc. that affect the construction along with all property lines and easement lines adjacent to the wall shall be shown.
- Full elevation view of the wall drawn to scale. Elevation views should indicate the elevation at the top and bottom of walls, horizontal and vertical break points, and the location of finished grade.
- Typical cross sections drawn to scale including all appurtenances. Detailed cross section should be provided at significant reinforcement transitions such as wall ends.
- Details of all wall components and their connections such as the length, size and type of soil reinforcement and where any changes occur; facing details; connections; etc.
- Certified test reports indicating the connection strength versus normal load relationship for the block-soil reinforcement connection to be used.
- Drainage details for embankment backfill including attachment to outlets shown on contract drawings.
- Details of any roadway drainage pipe projecting through the wall, or any attachments to the wall. Details of the treatment of drainage swales or ditches shown on the contract drawings.
- Design parameters used along with AASHTO references.
- Material designations for all materials to be used.
- Detailed construction methods including a quality control plan. Construction quality control plans should include monitoring and testing frequencies (e.g. for setting batter and maintaining horizontal and vertical control). Construction restraints should also be listed in the details. Specific requirements for construction around obstructions should be included.
- Details of installation of protective fencing where required.
- Details of Architectural Treatment where required.

- Details of Temporary Earth Retaining System(s) where required.
 - Details of wall treatment where the wall abuts other structures.
 - Treatment at underground utilities where required.
- b. Design Computations:
- Stamped by a licensed Professional Engineer (Connecticut).
 - Computations shall clearly refer to the applicable AASHTO provisions as stated in the Notes on the Contract Drawings.
 - Documentation of computer programs including all design parameters.
- c. Construction Specifications:
- Construction methods specific to the proprietary retaining wall chosen. These specifications should include construction limitations including vertical clearance, right-of-way limits, etc. Submittal requirements for materials such as certification, quality, and acceptance/rejection criteria should be included. Details on connection of modular units and connection of reinforcements such that assurance of uniform stress transfer should be included.
 - Any requirements not stated herein.

The submissions for proprietary retaining walls shall be treated as working drawings according to Section 1.05 amended as follows:

- a. Six sets of each submission shall be supplied to the State
- b. The Contractor shall allow 21 days for the review of each submission. If subsequent submissions are required as a result of the review process, 21 days shall be allowed for review of these submissions. No extensions in contract time will be allowed for the review of these submissions.

4 - Final Submissions: Once a proprietary retaining wall design has been reviewed and accepted by the Department, the Contractor shall submit the final plans. The final submission shall include one set of full size (approximately 24" x 36") mylar sheets and five sets of full size blue line copies.

The final submission shall be made within 14 days of acceptance by the State. No work shall be performed on the retaining wall until the final submission has been received by the Department.

Acceptance of the final design shall not relieve the Contractor of his responsibility under the contract for the successful completion of the work.

The actual designer of the proprietary retaining wall is responsible for the review of any shop drawings prepared for the fabrication of the wall. One set of full size blue line copies of all approved shop drawings shall be submitted to the Department's permanent records.

5 - General Design Requirements:

a. All designs for proprietary walls and temporary earth retaining systems shall conform to the latest edition of the American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, including the latest interims, as specified in the plans, except as noted otherwise herein:

b. The wall design shall follow the general dimensions of the wall envelope shown in the contract plans.

c. The top of the concrete leveling pad shall be located at or below the theoretical leveling pad elevation. The minimum wall embedment shall be two feet as measured to the top of the leveling pad or as shown on the plans.

d. If footing steps are required, they shall be kept below the minimum embedment depth. Footing steps in addition to those shown on the plans will be permitted at no additional cost to the State.

e. The wall shall be designed to be within all property lines and easement lines shown on the contract drawings. If additional work areas are necessary for the construction of the proprietary retaining wall, the Contractor shall be responsible for obtaining the rights from the affected property owners. Copies of these rights shall be forwarded to the Department.

f. The top of the wall shall be at or above the top of the wall elevations shown on the plans. The top of the wall may be level or sloped to meet the top of the wall line noted.

g. Cast-in-place concrete will not be an acceptable replacement for areas noted by the wall envelope, except for minor grouting of pipe penetrations.

h. The mechanical wall height for the purposes of design calculations shall be from the top of the leveling pad to the top of the potential failure surface where the failure surface intercepts the ground surface.

i. The minimum length of internal soil reinforcement shall be as specified in AASHTO 11.10.2.1, except for the minimum eight (8.0') foot length requirement.

j. If there are specific surcharges acting on the wall, they shall also be accounted for. The minimum equivalent fluid pressure used to design the wall shall be 33 lbs./ft² per linear foot of wall.

k. The maximum factored service limit bearing resistance of the soil shall be assumed to be 4 ksf unless otherwise shown on the plans. If additional soils information is required by the designer, it must be obtained by the Contractor and will not be reimbursed by the State.

Materials: Materials shall conform to the following requirements and those not listed below shall be as prescribed within the Standard Specifications for Roads, Bridges and Incidental Construction, including supplemental specifications and applicable special provisions.

1 – Facing Block: The facing block can be precast or drycast concrete and shall be the color specified on the plans. The block shall meet the following requirements:

a. Drycast Concrete:

- i. The minimum compressive strength of the block shall be 4000 psi measured at 28 days.
- ii. The maximum water absorption shall be less than five percent.

The Contractor shall submit to the Engineer a certified test report confirming the compressive strength and water absorption conform to the requirements of ASTM C-140.

b. Precast Concrete: Shall conform to the requirements of Section M.03 and as follows:

- i. The minimum compressive strength of the block shall be 4000 psi measured at 28 days.
- ii. All precast concrete components shall be air-entrained composed of Portland cement, fine and coarse aggregates, admixtures and water. The air-entraining feature may be obtained by the use of either air-entraining Portland cement or an approved air-entraining admixture. The entrained-air content shall be not less than four percent or more than seven percent.

2 - Geosynthetic Soil Reinforcement: The minimum strength of the geosynthetic soil reinforcement shall be based on experimental data. The Contractor shall submit to the Engineer a certified test report confirming the strength of the material when tested according to the methods specified in ASTM D5262 and extrapolated according to ASTM D2837 as outlined in AASHTO Article 5.8.7.2.

3 – Metallic Soil Reinforcement: All soil reinforcement and structural connectors shall be hot dipped galvanized according to the requirements of ASTM A123 (AASHTO M-111). The minimum thickness of the galvanizing shall be based on the service life requirements as previously stated.

Steel strip reinforcement shall be hot rolled to the required shape and dimensions. The steel shall conform to AASHTO M223 (ASTM A572) Grade 65 unless otherwise specified.

Welded wire fabric reinforcement shall be shop fabricated from cold-drawn wire of the sizes and spacings shown on the plans. The wire shall conform to the requirements of ASTM A82, fabricated fabric shall conform to the requirements of ASTM A185.

4 - Metal Connectors: All metal hardware shall be hot dipped galvanized according to the requirements of ASTM A123 (AASHTO M-111). The minimum thickness of the galvanizing shall be based on the service life requirements in the AASHTO Specifications.

5 - Backfill Material: The material for backfill shall be Pervious Structure Backfill conforming to the requirements of Articles M.02.05 and M.02.06.

6 - Facing Sealer: The face of all exposed drycast block shall be coated with clear Penetrating Sealer Protective Compound conforming to the requirements of Article M.03.02

Construction Methods: All construction methods for items not listed below shall be in accordance with the detailed requirements prescribed for the construction of the several contract items entering into the completed structure as specified in the Standard Specifications for Roads, Bridges, and Incidental Construction.

1 - Installation: The foundation for the structure shall be graded level for a width equal to or exceeding the length of the soil reinforcements, or as shown on the plans. If rock is encountered in the excavation, it shall be removed to provide a level area equal to or exceeding the length of the soil reinforcements, but not greater than the pay limits shown on the plans.

Prior to wall construction, the foundation, if not in rock, shall be compacted as directed by the Engineer. Any foundation soils found to be unsuitable shall be removed and replaced.

At each foundation level, an unreinforced concrete leveling pad shall be provided as shown on the plans. The leveling pad shall have nominal dimensions of 6 inch thickness and 24 inch width, and shall be cast using minimum 2,000 psi 28-day compressive strength concrete. The leveling pad shall be cast to the design elevations as shown on the plans. Allowable elevation tolerances are +0.01 foot (1/8 inch), and -0.02 foot (1/4 inch), from the design elevation.

The materials for the wall shall be handled carefully and installed in accordance with manufacturer's recommendations and specifications. Special care shall be taken in setting the bottom course of blocks to true line and grade.

All blocks above the first course shall interlock with the lower courses by means of connecting pins. Vertical joints shall be staggered with each successive course as shown on the working drawings. Vertical tolerances and horizontal alignment tolerances measured from the face line shown on the plans shall not exceed ½ inch when measured along an 8-foot straightedge. The overall tolerance of the wall from top to bottom shall not exceed ½ inch per eight feet of wall height or one inch total, whichever is the lesser, measured from the face line shown on the plans. A bond breaker shall be placed between the blocks and any adjacent cast-in-place concrete.

2 - Backfilling: Backfill placement shall closely follow erection of each course of panels. Backfill shall be placed in such a manner as to avoid any damage or disturbance to the wall materials or misalignment of the facing panels. Any wall materials which become damaged or disturbed during backfill placement shall be either removed and replaced at the Contractor's expense or corrected, as directed by the Engineer. Any backfill material placed within the reinforced soil mass which does not meet the requirements of this specification shall be corrected or removed and replaced at the Contractor's expense.

Backfill shall be compacted to 95 percent of the maximum density as determined by AASHTO T-99, Method C or D (with oversize correction, as outlined in Note 7).

The moisture content of the backfill material prior to and during compaction shall be uniform throughout each layer. Backfill material shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniform and acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with AASHTO T-99, Method C or D (with oversize correction, as outlined in Note 7).

If 30 percent or more of the backfill material is greater than 19 mm in size, AASHTO T-99 is not applicable. For such a material, the acceptance criterion for control of compaction shall be either a minimum of 70 percent of the relative density of the material as determined by a method specification provided by the wall supplier, based on a test compaction section, which defines the type of equipment, lift thickness, number of passes of the specified equipment, and placement moisture content.

The maximum lift thickness after compaction shall not exceed 10 inches, regardless of the vertical spacing between layers of soil reinforcements. The Contractor shall decrease this lift thickness, if necessary, to obtain the specified density. Prior to placement of the soil reinforcements, the backfill elevation at the face shall be level with the connection after compaction. From a point approximately three feet behind the back face of the panels to the free

end of the soil reinforcements the backfill shall be two inches above the attachment device elevation unless otherwise shown on the plans.

Compaction within three feet of the back face of the panels shall be achieved by at least three passes of a lightweight mechanical tamper, roller or vibratory system. The specified lift thickness shall be adjusted as warranted by the type of compaction equipment actually used. Care shall be exercised in the compaction process to avoid misalignment of the panels or damage to the attachment devices. Heavy compaction equipment shall not be used to compact backfill within three feet of the wall face.

At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing to direct runoff of rainwater away from the wall face. The Contractor shall control and divert runoff at the ends of the wall such that erosion or washout of the wall section does not occur. In addition, the Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

3 - Face Sealer: After the wall has been erected, the entire exposed face of the wall shall be coated with Penetrating Sealer Protective Compound. The application of the sealer shall conform to the requirements Article 8.19.03.

Several samples of the dry cast block shall be sealed prior to sealing the actual wall to ensure that the sealer will not discolor the block. If the sealer does discolor the block, the Contractor shall change to another approved supplier of sealer.

Method of Measurement: This work will be paid for on a lump sum basis and will not be measured for payment.

Basis of Payment: This work will be paid for at the contract lump sum for "EMBANKMENT WALL (SITE NO.1)", complete in place, which price shall include all work shown within the pay limits shown on the plans for the retaining wall including but not limited to the following:

1. Design, detailing, and specifications for the wall.
2. Excavation for the wall
3. Design and Construction of temporary earth retaining systems for the support of the slope during construction.
4. Construction of the Embankment Wall, including the unreinforced concrete leveling pad.
5. The furnishing, placing and compacting of pervious structure backfill within the maximum payment lines.

6. The furnishing and placing of backfill drainage systems for the wall.
7. Any other work and materials shown on the plans for the construction of the wall.

The price shall also include all materials, equipment, tools and labor incidental thereto.

If bedrock or large boulders (greater than one cubic yard) are encountered in the excavation, the payment for its removal will be made under the item "Structure Excavation - Rock".

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The General Contractor and all Subcontractors shall carry the following insurances for the duration of the Project, in coordination with the GENERAL CONDITIONS OF THE CONTRACTOR FOR CONSTRUCTION AND THE SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. Insurance companies shall be licensed to do business in the State of Connecticut.

		(Minimum Limits)
General Liability*	Each Occurrence	\$2,000,000
	General Aggregate	\$3,000,000
	Products/Completed Operations Aggregate	\$3,000,000
Auto Liability*	Combined Single Limit (Each Accident)	\$1,000,000
Umbrella* (Excess Liability)	Combined single Limit (Each Occurrence)	\$2,000,000
	Aggregate	\$3,000,000

* The Town of Cheshire and State of Connecticut shall be named as "Additional Insured." Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

Workers Compensation and Employers' Liability:

- a. Projects not involving roofing work: Statutory limits.
- b. Projects involving roofing work: Statutory limits Including employers' liability of \$500,000.00/\$500,000.00/\$500,000.00.

Special Hazards: For projects involving underground work or explosives provide per the limit of general liability insurance the following:

- a. Type C - Collapse or Structural Integrity
- b. Type U - Underground Damage
- c. Type X - Explosion or Blasting

Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town thirty (30) days prior to cancellation.

END OF INSURANCE REQUIREMENTS

BID SUBMISSION DOCUMENTS

BID FORM

BIDDER’S FULL LEGAL NAME: _____

Pursuant to and in full compliance with the ITB, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the ITB, including any addenda, hereby offers and agrees as follows:

ALLOWANCES:

The following allowances include materials, delivery, installation, personnel, and sales tax unless expressly noted otherwise. The allowances shall be adjusted up or down; and will either increase or decrease the contract price. If the cost exceeds the allowance, the amount of the excess will be added to the contract. If the amount is less than the allowance amount, then the amount will be subtracted from contract amount.

The allowances are estimated budgets only, and no representations or guarantees are made as to whether the actual price will be within that estimate. Any adjustment of the allowances that are considered to be necessary for completion of the project shall be agreed upon prior to any work commencing.

The estimated cost below shall be included in the lump sum contract base bid price to develop the total contract price for each base bid.

<u>ALLOWANCE No. & ITEM</u>	<u>UNIT FOR ADJUSTMENT</u>	<u>ESTIMATED COST</u>
1. TRAFFIC CONTROL (BASE BID “A”) only	Estimate (EST)	\$ 15,000.00
2. TRAFFIC CONTROL (BASE BID “B”) only	Estimate (EST)	\$ 15,000.00
3. TRAFFIC CONTROL (Alternate TOTAL BASE BID)	Estimate (EST)	\$ 25,000.00

A. BASE BID “A”:

To provide the products and/or services specified in, including the allowance for traffic control, and upon the terms and conditions of, the ITB and shall be for all work along Highland Avenue **south** of East Mitchell Avenue as shown on Sheet-1 of the PLANS, for the total LUMP SUM BASE BID “A” of:

_____ /100 Dollars
(write out in words)

(\$ _____) (in numbers)

B. BASE BID "B":

To provide the products and/or services specified in, including the allowance for traffic control, and upon the terms and conditions of, the ITB and shall be for all work along Highland Avenue **north** of East Mitchell Avenue as shown on Sheet-2 of the PLANS, for the total LUMP SUM BASE BID "B" of:

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

C. ALTERNATE TOTAL PROJECT BASE BID (BASE BID "A" & BASE BID "B") - OPTIONAL

Contractor is encouraged to provide an alternate approach to the individual Base Bids above which can demonstrate a more efficient and cost-effective procurement and construction of this project by performing both base bids (BASE BID "A" & BASE BID "B") concurrently.

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

Note: The Town of Cheshire may elect to award each of the Base Bids to separate contractors if, in its sole discretion and judgement, will be in the Town's best interest.

ACKNOWLEDGEMENT

In submitting this Bid Form, the undersigned bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the ITB. Except as otherwise expressly stated in the ITB, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to the ITB (Check One)

_____ This bid does not take exception to any requirement of the ITB, including but not only any of the Contract Terms set forth in Section 27 of the Standard Instructions to Bidders.

- OR -

_____ This bid takes exception(s) to certain of the ITB requirements, including but not only the following Contract Terms set forth in Section 27 of the Standard Instructions to Bidders.

Exceptions Taken: _____

(Attach additional sheets necessary to fully describing each such exception)

2. State Debarment List (Check One)

Is the bidder on the State of Connecticut’s Debarment List? YES NO

3. Occupational Safety and Health Law Violations

Has the bidder or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid?

YES* NO **(If checked YES, attach a sheet fully describing each such matter)*

4. Arbitration/Litigation

Has either the bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

YES* NO **(If checked YES, attach a sheet fully describing each such matter)*

5. Criminal Proceedings

Has the bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

YES* NO *(If checked YES, attach a sheet fully describing each such matter)

6. Ethics and Offenses in Public Projects or Contracts

Has either the bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of bids or bids or the performance of work on public works projects or contracts?

YES* NO *(If checked YES, attach a sheet fully describing each such matter)

PROPOSAL (BID) SECURITY *(Check One)*

YES NO The bidder has included herein the required certified check or proposal (bid) bond in the amount of 5% of the bid amount.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE ITB, UNLESS AN EXCEPTION IS DESCRIBED ABOVE. BIDDER AGREES THAT IT WILL SIGN CONTRACT PROVIDED BY THE TOWN, WITHOUT MODIFICATIONS OR ALTERATIONS, WITHIN FIVE (5) DAYS OF AWARD.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF BID FORM

LEGAL STATUS DISCLOSURE FORM

Fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a permanent place of business of the bidder.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name: _____

Street Address: _____

Mailing Address (if different from Street Address): _____

Owner's Full Legal Name: _____

Number of years engaged in business under sole proprietor or trade name: _____

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

YES* NO *(If YES, please state the full street address (not a post office box) of that "permanent place of business.") _____

IF A CORPORATION:

Bidder's Full Legal Name: _____

Street Address: _____

Mailing Address (if different from Street Address): _____

Owner's Full Legal Name: _____

Number of years engaged in business: _____

Names of Current Officers:

President

Secretary

Chief Financial Officer

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

YES* NO *(If YES, please state the full street address (not a post office box) of that "permanent place of business.") _____

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name: _____

Street Address: _____

Mailing Address (if different from Street Address): _____

Owner's Full Legal Name: _____

Number of years engaged in business: _____

Names of Current Manager(s) and Member(s):

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

YES* NO *(If YES, please state the full street address (not a post office box) of that "permanent place of business.") _____

IF A PARTNERSHIP:

Bidder's Full Legal Name: _____

Street Address: _____

Mailing Address (if different from Street Address): _____

Owner's Full Legal Name: _____

Number of years engaged in business: _____

Names of Current Partners:

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

YES* NO *(If YES, please state the full street address (not a post office box) of that "permanent place of business.") _____

Legal Name of Bidder (*print*)

Bidder's Representative, Duly Authorized (*signature*)

Name of Bidder's Authorized Representative (*print*)

Title of Bidder's Authorized Representative

Date

END OF LEGAL STATUS DISCLOSURE FORM

BIDDER'S CERTIFICATION
Concerning Equal Employment Opportunities
And Affirmative Action Policy

I/we, the bidder, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/xeorder3.htm>) and will comply with applicable federal Executive Orders.
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (*check one*):
 - _____ have an Affirmative Action Program, or
 - _____ employ 10 people or fewer.
- 9) I/we have read and understand the ITB Documents and all addenda, and our bid has been made on the basis thereof.

Legal Name of Bidder (*print*)

Bidder's Representative, Duly Authorized (*signature*)

Name of Bidder's Authorized Representative (*print*)

Title of Bidder's Authorized Representative

Date

BIDDER’S NON COLLUSION AFFIDAVIT

The undersigned bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the bidder’s bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Cheshire to consider its bid and make an award in accordance therewith.

Legal Name of Bidder *(print)*

Bidder’s Representative, Duly Authorized *(signature)*

Name of Bidder’s Authorized Representative *(print)*

Title of Bidder’s Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public
My Commission Expires:

BIDDER’S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES

BIDDER'S CONTACT INFORMATION

Provide the Bidder's point of contact information:

Contact Name: _____

Title: _____

Mailing Address: _____

BusinessTelephone: _____

Cell Phone: _____

Email: _____

CONTRACT
(Draft in the form attached)

DRAFT AIA® Document A101™ – 2017

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

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

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

« » « Town of Cheshire
»84 South Main Street
Cheshire, CT 06410 »

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

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

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

« »
« The Owner and Contractor agree as follows.

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

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Bidding Documents (including Owner's Instructions to Bidders, Owner's Invitation to Bid # and all Bidding Documents issued in conjunction therewith, including Addendum #1), Contractor's Bid dated _____, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner or Architect. Contractor shall coordinate the scheduling and performance of the Work with the Owner.

Established as follows:

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

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

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

§ 3.3 Substantial Completion

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

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

[] Not later than «ten» («10») months from the date of commencement of the Work.

[] By the following date: « _____ »

TIME IS OF THE ESSENCE WITH REGARD TO THE TIMELY PERFORMANCE OF THE AGREEMENT, ACHIEVEMENT OF ALL MILESTONES, SUBSTANTIAL COMPLETION AND FINAL COMPLETION OF THE PROJECT BY THE CONTRACTOR. If, in the sole opinion of the Owner, the Contractor is not adhering to the Project schedule and/or is not supplying sufficient labor and/or equipment to complete the Work by the Substantial Completion date contained herein, upon forty-eight (48) hours written notice, the Town shall have the right to direct the Contractor to increase its labor and/or equipment to meet established project schedules without additional compensation provided the Town is not responsible or in any way liable for the Contractor not adhering to the Project schedule. Any and all such additional labor or supervision shall be at Contractor's sole cost and expense and may include, but shall not be limited to, Town directing the Contractor to increase the workers on its crews, supply additional equipment, work overtime, work a second shift during a single day, work weekends, or any combination thereof, without any additional compensation being due to Contractor for such additional personnel. Any costs incurred or arising due to the Contractor's failure to achieve timely Substantial Completion shall be borne solely by the Contractor.

§ 3.3.1.1 Contractor expressly agrees, notwithstanding any provision in this Agreement to the contrary, that: (i) a COVID-19 pandemic exists worldwide as of the execution date of this Agreement; (ii) the existence of such pandemic, and its effects, now, and for the duration of Contractor's performance under the Agreement, shall not in and of itself be cause for Contractor to rely upon, invoke, or avail itself to, any rights or remedies under this Agreement, at law, or in equity, for a claim, or an adjustment to the price, schedule, quantities, specifications, or other material terms of this Agreement; (iii) the material terms of this Agreement, particularly terms relating to price, schedule, quantities, availability and specifications, take into consideration, and fully account for, the existence of such pandemic and its effects, as of the date of this Agreement; and (iv) such pandemic shall not render Contractor unable to fulfill any of its obligations under the Agreement, and Contractor shall not have any claim, action, or cause of action against the Owner in connection with such pandemic, including any claim for frustration of purpose change in circumstances, economic balance, or impossibility. This provision shall survive the completion or earlier termination of this Agreement.

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

Portion of Work	Substantial Completion Date
« »	

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « _____ » (\$ « _____ »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
«None »	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
«N/A »		

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

Item	Price
«As indicated in the Bid Proposal »	

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
«As indicated in the Bid Proposal »		

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

«See A201 as modified. »

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «25th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than thirty (30) days after the Owner approves the Application for Payment. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty » («30 ») days after the approves the Application for Payment certified by the Architect. *(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

« Five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:

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

«N/A »

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

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

«At the Owner's sole discretion. »

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

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

Owner shall be entitled to retain two hundred percent (200%) of the estimated cost to complete punchlist items to reach Final Completion.

« »

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

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

§ 5.2 Final Payment

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

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

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

« »

§ 5.3 Intentionally Deleted.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

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

[] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

«Litigation in Connecticut Superior Court in and for the Judicial District of New Haven unless the Owner, in its sole discretion, elects to arbitrate a dispute..»

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 Intentionally Deleted.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

«To be named by the Owner in writing within ten (10) days of the execution of this Agreement. »
« »
« »
« »
« »
« »

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

« To be named by the Contractor in writing within ten (10) days of the execution of this Agreement »
« »
« »
« »
« »
« »

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date
«See List of Drawings »		

.6 Specifications

Section	Title	Date	Pages
«See Table of Contents »			

.7 Addenda, if any:

Number	Date	Pages
« »		

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

.8 Other Exhibits:

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

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

« »

[« »] The Sustainability Plan:

Title	Date	Pages
« »		

[»] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
« »			

.9 Other documents, if any, listed below:

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

« Town of Cheshire, Invitation to Bid
Instructions to Bidders, AIA A701, and Supplemental Instructions to Bidders
State of CT, Prevailing Wage Rates
Contractor’s Bid Proposal

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

<< >>

OWNER (Signature)

<< >><< >>

(Printed name and title)

<< >>

CONTRACTOR (Signature)

<< >><< >>

(Printed name and title)



DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

«Town of Cheshire
84 South Main Street
Cheshire, CT 06410

THE ARCHITECT:
(Name, legal status and address)

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ADDITIONS AND DELETIONS:

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.

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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, the Bidding Documents (including the Owner's Invitation to Bid # _____ and Instructions to Bidders), Contractor's Proposal, 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 sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, or portions of Addenda relating to bidding or proposal 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. Subcontractors are not intended thirty-party beneficiaries to the Contract and shall have no direct cause of action against the Owner.

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 Modifications, with those of later date having precedence over those of earlier date.
- .2 The Agreement, including any amendment to the Agreement included in the bid package.
- .3 Addenda to the Specifications and Drawings, with those of later date having precedence over those of earlier date.
- .4 The General Conditions of the Contract for Construction.
- .5 Specifications and Drawings.

Further, stated dimensions shall take precedence over scaled dimensions; large-scale detail drawings shall take precedence over small-scale drawings; schedules shall take precedence over other data on the drawings.

In the case of an inconsistency between Drawings and Specifications or within either Document in describing the Work, the better quality, greater quantity, or more costly work shall be provided in accordance with the Architect's interpretation.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether performed on or off the site of the Project and whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor, its Subcontractors, Sub-Subcontractors, material suppliers or any other entity for whom the Contractor is responsible 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 Contractor's Standard of Care

The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner (i) consistent with the Contract Documents; (ii) consistent with the instructions, guidance and direction of the Owner and Architect; (iii) consistent with the highest prevailing applicable professional or industry standards; (iv) consistent with sound practices; (v) as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work and with the Contract Documents and the instructions, guidance and direction of the Owner and Architect; (vi) in a manner that will not exceed the Contract Sum as set forth in the Agreement, and (vii) in strict compliance with applicable laws (the standards of this Section 1.1.8 shall be referred to herein as the "Contractor's Standard of Care"). The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation and recognition attributed to the Contractor ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

§ 1.1.9 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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 Before ordering materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of minor differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the Work.

.2 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.

§ 1.2.1.2 The Architect may, as he deems desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work reasonably inferable from the Contract Documents; such drawings or instructions may be effected by notice to the Contractor without modification of the contract Time or contract Sum. If the Contractor claims additional cost or delay on account of such additional drawings or instructions, he shall give notice as provided in Subparagraph 15.1.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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.

§ 1.2.4 The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the sections of the Specifications, and shall perform all Work reasonably inferable there from as being necessary to produce the indicated results.

§ 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 Instruments of Service, including the Drawings and Specifications, are and shall be the property of the Owner. The Contractor, Subcontractors, Sub-subcontractors, and 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 the Project is not to be construed as publication in derogation of the reserved rights of the Owner.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service for any purpose outside the scope of the Work without the specific written consent of the Owner

§ 1.5.3 Prior to execution of the Agreement, the Contractor evaluated and satisfied itself as to the condition and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Subparagraph 1.5.3.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 INTENTIONALLY OMITTED

§ 2.1.2 INTENTIONALLY OMITTED

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1

INTENTIONALLY OMITTED

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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. The Owner has agreed to waive the fees of all required building permits related to the completion of this project

§ 2.3.2 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.

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

§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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 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, 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.

§ 2.5 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 seven-day period after receipt of 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 default or neglect. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The Owner's right to stop the Work is in addition to and not in restriction or derogation of any and all remedies available to the Owner. The Owner shall have full access to and the right to inspect all portions of the Work for quality, progress, and conformance of the Contract Documents. Any testing or inspections (including commissioning) performed by or on behalf of the Owner shall in no way relieve or replace the obligations of the Contractor in its fulfillment of its obligations hereunder. Any commissioning activities are at the sole discretion of the Owner and shall not be a requirement of the Agreement.

§ 2.6 In no event shall the Owner have control over, charge or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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 its 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.

§ 3.1.4 The Contractor shall comply with the Conditions and all local, state, and federal laws, rules and regulations applicable to the Contractor, including without limitation those relating to equal opportunity, labor, wage (including prevailing wage laws) and employment.

§ 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, conducted its own due diligence, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary and extensive, 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 2.3.4, shall take field measurements of

any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. . The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or surveys furnished by the Owner, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 Owner assumes no contractual liability or responsibility for the physical condition or safety of the Project site or of any improvement thereon. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work.

§ 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 submit 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, subject to Section 15.1.7, 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. . If the Contractor or a Subcontractor fails to submit a Claim in accordance with the requirements of Article 15, the Contractor or Subcontractor knowingly and irrevocably waives any Claim for additional compensation or time.

§ 3.2.5 The Contractor shall give the Architect timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

§ 3.2.6 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the Architect as provided in subparagraph 3.2.5. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions, the Contractor shall correct Work incorrectly done at the Contractor's own expense.

§ 3.2.7 Except as to any reported errors, inconsistencies or omissions, and as to any concealed or unknown conditions as defined in Paragraph 3.7.4. by executing the Agreement, the Contractor represents the following:

1. The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the Work required to produce the results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents.
2. The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; and (3) requirements of any warranties applicable to the Work.

§ 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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.

§ 3.3.4 The Contractor shall schedule and perform the Work so as not to unreasonably interfere with any other related or unrelated work being performed by the Owner in or about the Project premises or with the Owner's continued use and operation of the Project premises as a fully operational _____. The Contractor shall protect and prevent damage to all unfinished phases of the 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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.

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

§ 3.4.2.2 By making requests for substitutions based on subparagraph 3.4.2 above, the Contractor:

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

§ 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.

§ 3.4.4 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense.

§ 3.4.5 In all cases in which a manufacturer's name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, the Contractor shall furnish the product of

the named manufacturer(s) without substitution.

§ 3.4.6 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall also use best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.2 Contractor agrees to assign to the Owner as a condition precedent to Substantial Completion of the Work any and all manufacturer's warranties relating to materials and equipment installed in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

§ 3.5.3 The warranty provided in this Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or guaranty required by the Contract Documents or otherwise prescribed by law.

§ 3.5.4 The Contractor shall procure and deliver to the Architect, no later than thirty (30) calendar days after the Date of Substantial Completion, all warranties required by the Contract Documents.

§ 3.5.5 The Warranty shall include the repair and/or replacement of all damaged materials resulting from the defective materials and/or workmanship. This shall include but not be limited to furniture, fixtures, equipment, finishes or any other affected materials or property.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure the building permit as well as for other permits, licenses, and inspections by government agencies necessary for proper execution and completion of the Work, including, without limitation, all building permits, subsidiary trade permits, and occupancy permits. All inspection fees as may be imposed by any municipal agency are waived by the Owner.

§ 3.7.1.1 The "Agencies" are the Department of Public Works for the Town of Cheshire (the "Department"), and all other governmental authorities having regulatory or administrative jurisdiction over the Work and/or Project and all representatives or designees of the Department or such other governmental authorities. The term "Agencies" shall also include an individuals or entities designated by the Owner to monitor or oversee compliance of the Project's design with the requirements of governmental authorities having jurisdiction over the Project.

§ 3.7.1.2 The term "Agencies" shall also include an individual or entity not described in Section 3.7.1.1 from whom the Owner intends to request certification of the Project's design, to the extent included in the Contract Documents.

§ 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. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or any public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary backup material, and furnish the surety with any required personal undertakings. The Owner will pay the price of all such bond premiums.

§ 3.7.3

If the Contractor performs Work which it knows or should know is contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall bear 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 written notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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.

§ 3.7.6 If any governmental body having jurisdiction over the Work requires licenses or registrations for the performance of the Work or any part thereof, the Contractor shall hold such valid licenses or registrations as may be required by law to prosecute the Work to completion. If any part of the Work for which such a license or registration is required is to be performed by Subcontractors of any tier, the Contractor shall ensure that such Subcontractors hold such valid licenses or registrations as may be required by law to prosecute said Work to completion.

§ 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner or Architect to provide notice 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 objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.

§ 3.9.5 Contractor shall at all times enforce strict discipline and good order among its employees (and those of its Subcontractors) and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to them. All labor shall be performed by workmen skilled in their respective trades and workmanship shall be of good quality in accordance with the standards of construction set forth in the Contract Documents.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information and approval a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The schedule shall set forth milestone dates agreed to by the parties and the failure of the Contractor to achieve a milestone shall constitute a material default hereunder. Failure to meet a milestone date shall entitle but not require the Owner to supplement the Contractor's forces, at the sole cost and expense of the Contractor, and the Contractor shall be solely responsible for coordinating its efforts with and supervising the work of any supplemental manpower.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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.

§ 3.10.4 The construction schedule shall be in a detailed precedence-style critical path management ("CPM") format satisfactory to the Owner and the Architect that shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and

(iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as “Milestone Dates”). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions, as set forth in Subparagraph 3.10.1 or if requested by either the Owner or the Architect. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.5 In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (hereinafter referred to collectively as “Extraordinary Measures”). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner’s right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor’s compliance with the construction schedule.

1. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5.
2. The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor’s performance of the Work will comply with the completion date set forth in the Contract Documents.

§ 3.10.6 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner’s premises or any invitees thereof. The Contractor shall, upon the Owner’s request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are in operation. Any postponement or rescheduling under Subparagraph 3.10.5. may be grounds for an extension of the Contract Time if permitted under Subparagraph 8.3.1.

§ 3.10.7 The Contractor shall schedule and conduct construction and progress meetings, on a frequency required to effect coordination, to discuss such matters as procedures, progress, problems, and scheduling. The Contractor shall prepare and distribute minutes within three working days of such meetings.

§ 3.10.8 The Contractor shall record the progress of the Project, including information on each Subcontractor and each Subcontractor’s Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. The Contractor will keep a daily log containing a record of weather, Subcontractors’ Work on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may require. Upon request, Contractor shall make the logs available to the Owner and the Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how 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. The Contractor's approval shall be noted on the submitted item or in its transmittal letter, together with written notice of any deviation in the submitted item from the requirements of the Work and of the Contract Documents. In collaboration with the Architect, Contractor shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples, and other submittals.

§ 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. Each Shop Drawing, Product Data, Sample, and similar submittals shall have a cover sheet identifying the project name and address, contractor information, drawing and/or specification reference, submission date and contents of the submittal. Ample space shall be provided on this cover sheet to allow for the Contractor's and Architect's review stamps. The Contractor's approval shall be noted on the submitted items or in its transmittal letter, together with written notice of any deviation in the submitted item from the requirements of the Work and of the Contract Documents.

§ 3.12.6 By submitting and approving Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall indicate approval on the submittals as evidence of such review and coordinate submittals made to the Architect without such indications of approval may be returned to the Contractor for resubmission. The accuracy of all such information is the responsibility of the Contractor. In approving Shop Drawings, Product Data, Samples, and similar submittals, the Architect shall be entitled to rely upon the Contractor's representation that such information is accurate and in compliance with the Contract.

§ 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. If the Contractor procures, performs, or installs portions of the Work without required approvals, the Contractor does so at its own risk and such Work may be removed or replaced with approved Work at no cost to the Owner.

§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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. Any submittals forwarded to the Architect for review that include a deviation from the requirements of the Contract Documents or is not the specific make, model or manufacturer that was listed in the Contract

Documents shall have a completed Substitution Request Form attached to the submittal. This Substitution Request Form shall be provided by the Owner. Unless such deviation is identified by utilizing the Substitution Request Form, the Contractor shall not be relieved of the responsibility for the specific requirements of the Contract Documents even though the subject submittal was approved by the Architect. The Contractor shall not be relieved of responsibility for the Contractor's subcontractor's or vendor's 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 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.

§ 3.12.10.1 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 who shall have and maintain reasonable limits of insurance, 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 shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.10.3 Services provided by the Architect to evaluate Contractor product substitution requests or to review shop drawings or other project submittals which are required to be submitted more than three (3) times shall be paid for by the Contractor to the Owner.

§ 3.13 Use of Site

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

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that occupied areas adjacent to the site of the Work shall at all time remain free from all debris and building materials.

§ 3.13.3 Other than those reasonably required for safety purposes, the Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.13.4 Without limitation of any other provision of the Contract Documents, the Contractor shall use best efforts to

minimize any interference with the occupancy or beneficial use of any areas and buildings adjacent to the site of the Work. Without prior written approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner.

§ 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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 and shall clean and/or remove all stains, spots, work, blemishes, foreign matter and dirt from other surfaces not part of the Work but where such conditions resulted from the Contractor's operations.

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

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend 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 The Contractor's indemnity obligations under this Paragraph 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is

responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.3 The Contractor acknowledges that the subject property upon which the Project is being performed is not lienable because it is municipal government property used for governmental purposes. The Contractor shall indemnify, defend and hold harmless the Owner and the Architect against any and all mechanic's liens placed on the premises or on Owner's interest in the premises by any Subcontractor of any tier or material supplier. In the event that a Subcontractor of any tier or material supplier places a mechanic's lien on the premises, the Contractor shall, with thirty (30) days of the filing of any mechanic's lien, substitute a bond for such lien or cause the lien to be discharged. If the Contractor shall fail to do so, the Owner may, at its option and at the expense of the Contractor, bond such lien or cause the lien to be discharged, and the Contractor will reimburse the Owner for all costs and expenses incurred, including but not limited to attorneys' fees and court costs.

§ 3.18.4 The Contractor shall indemnify, defend, and hold harmless the Owner and the Architect from and against any additional costs or expenses incurred by Owner, including attorneys' fees and court costs, as a result of any claim or cause of action by any Subcontractor or supplier of any tier asserted directly against the Owner to recover payment for labor or materials supplied to the Project, unless such claim or cause of action arises from the failure of the Owner to make payments in accordance with the applicable provisions of the Contract Documents.

§ 3.18.5 The Contractor shall indemnify and hold harmless the Owner, its agents and employees from and against any costs and expenses, including attorneys' fees and court costs, incurred in enforcing any of the Contractor's defense, indemnity, and hold harmless obligations under this Contract.

§ 3.18.6 The Contractor, for itself, its insurers and all subcontractors and their insurers, shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the Owner. Nothing herein shall limit the Owner from utilizing the defense of governmental immunity.

§ 3.19 MEETINGS

The Contractor shall send a qualified representative to periodic progress meetings held at such time and at such place as the Architect or the Owner shall designate in accordance with the Contract Documents and to such other meetings as are necessary to comply with the Contract Documents.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 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, (i) until the final payment is due, (ii) from time to time during the one year period described in Section 12.2, and (iii) while review or certification of the Project from any of the Agencies is pending. The Architect will have authority to act on behalf of the Owner only to the extent specified 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.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 13.4.2 through 13.4.4, whether or not the Work is fabricated, installed or completed.

§ 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 assuring conformity 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 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 order 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 Documents 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 The Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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 these interpretations or decisions rendered in good faith which were necessitated by a reason other than an act or omission of the Architect.

§ 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. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific element of the Contract Documents in need of clarification and the nature of the clarification requested. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 Each Subcontract executed by the Contractor shall include language that instructs the Subcontractor that the Subcontractor is to submit written information requests regarding Contract Document interpretation only to the Contractor and not the Architect. The Contractor shall timely review each such information request and only as necessary, submit to the Architect any information request that in the Contractor's professional judgment is not clearly and unambiguously answered in the Contract Documents.

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 the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner or Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) either requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 To facilitate and expedite the investigations of such proposed persons or entities, the Contractor shall submit a statement in writing in sufficient detail to establish that each has the capacity to carry out the portion of the Work such person or entity is proposing to provide. All such submittals shall include a list of principal personnel of any such entity, and an analysis of the financial condition, construction plant, equipment and facilities of any such person or entity. The Contractor shall terminate, at no cost to Owner, any contract with a person or entity to whom the Owner has a reasonable objection if such proposed and rejected subcontractor or such terminated.

§ 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 If the Contractor proposes to substitute a Subcontractor, person, or entity for one previously selected, the parties shall follow the procedures outlined in Section 5.2.1.

§ 5.3 Subcontractual Relations

§ 5.3.1 Any part of the Work performed for the Contractor by a Subcontractor shall be pursuant to a written Subcontract between the Contractor and Subcontractor, which shall be prepared on a form of Subcontract reasonably satisfactory to the Owner in all respects. The Owner shall be a third party beneficiary of all contracts between the Contractor and Subcontractor and all such contracts shall require that the Owner be a third party beneficiary of all contracts between Subcontractors and Sub-Subcontractors. Copies of all Subcontractor bids or proposals shall, upon request of Owner, be submitted to the Owner and Architect.

§ 5.3.2 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 remedies 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.

§ 5.3.3 The Contractor shall be fully responsible for coordinating and expediting the work of all Subcontractors, and shall employ the necessary and qualified personnel to produce the required quality of labor and materials and to prevent delays in the progress of the Project. The Contractor shall afford each trade with all reasonable opportunities for the installation of its work and for the storage and handling of its materials. The Contractors shall include in the Contractor's bid, any work, in connection with the mechanical trades, to be done by other trades under the Contractor's direct control.

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

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

§ 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; 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 but does not accept and shall not be liable for Contractor's obligations prior to the effective date of the assignment. The Contractor agrees to execute any and all other documents required to affect this assignment.

§ 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 direct costs resulting from the suspension, provided, however, that no such adjustment will be made to the compensation of a Subcontractor who is compensated as a proportion of the total project cost or a Subcontractor who is in default of its subcontract at the time of assignment.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements.. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, to supplement the Contractor's forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. If the Contractor claims that delay or is involved because of such action by the Owner, the Contractor shall make such Claim as is permitted in Articles 8 and 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 INTENTIONALLY OMITTED

§ 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

§ 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. The decision as to whether the Change Work is executed via a Change Order, Construction Change Directive, or a minor change in the Work is the decision of the Owner.

§ 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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 Except as permitted in Paragraph 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by a written Change Order executed before the Work is performed. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 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.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time.

§7.2.3 Proposed changes in the Work requested during the construction phase shall be priced by the Contractor and submitted to the Architect and Owner for review, in such form as the Architect and Owner may require, within ten (10) calendar days following the Contractor's receipt of the request. The Contractor shall promptly revise and resubmit such proposal if the Architect and Owner determine that it is not in compliance with the requirements of this Article, or that contains errors of fact or mathematical errors. If required by the Architect or Owner, in order to establish the exact cost of new Work added or previously required Work omitted, the Contractor shall obtain and furnish to the Architect and Owner bona fide proposals from recognized suppliers for furnishing and material included in such Work. Such proposals shall be furnished at the Contractor's expense.

§ 7.2.4 The Contractor's proposal for a change in the Work (Change Order Proposal) shall be itemized completely and shall include: Specific number of calendar days for additional time (if applicable); all material costs and quantities accompanied by the original manufacturer invoices; labor wages; unit prices; subcontractor costs; mark ups; equipment costs, profit, overhead, general conditions, fees, bond costs and approved daily time sheet tickets for work performed under the utilization of labor rates. The Architect's and Owner's refusal to approve a Change Order or Change Order Proposal due to the Contractor's lack of itemized backup information shall not be used to substantiate a claim for additional time.

§ 7.2.5 If the method utilized to execute the Change in the Work is based on labor rates, unit prices and material costs, then actual daily time sheets / tickets, approved by the Superintendent and the Owner, must accompany the Change Order, Construction Change Directive, or minor change in the Work. Not including the actual daily time sheets / tickets, approved by the Superintendent and the Owner, with the Change Order, Construction Change Directive, or minor change in the Work may be cause for their rejection.

§ 7.2.6 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both addition 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 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. The Owner may also by Construction Change Directive order work to be performed that has been interpreted by the Owner and Architect to be part of the Work but is disputed by the Contractor through submission of a Claim.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order or work interpreted by the Owner or Architect to be part of the Contract.

§ 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 and rates 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect, in writing, 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.

§ 7.3.7 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.

§ 7.3.8 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 necessary for the Contractor to proceed with the Work. 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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. **TIME IS OF THE ESSENCE** of all Milestone Dates, the Substantial Completion date and the Final Completion date in the accepted Construction Schedule, as such Schedule may be revised and approved by the Owner.

§ 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 commence the Work prior to receiving written notice to commence from the Owner or prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.2.4 The Contractor shall proceed expeditiously in accordance with the construction schedule with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall at all times ensure that each Subcontractor is providing and maintaining sufficient skilled workmen, materials and equipment to achieve Substantial Completion within the Contract Time. Absent Change Orders signed by the Owner or a delay for which the Contractor is entitled to an extension of time by § 8.3.1, the Contractor shall not make any claims for additional payment of straight time, overtime or premium time in undertaking to achieve Substantial Completion of the Work in accordance with the construction schedule. The burden of lost time and costs related to any Subcontractor’s nonperformance shall not be charged to Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. Nothing in this Section 8.3.1 shall absolve the Architect of liability for delays due to the negligence of the Architect or its employees or consultants, or failure to comply with the agreement between the Owner and the Architect or the Contract Documents by the Architect or by the Architect’s employees or consultants. Under no circumstances shall Owner be responsible or liable for any delay damages, including any *Eichleay* or other type of extended overhead or lost profit claims or damages, idle equipment costs, lost productivity or labor inefficiency costs, acceleration damages, suspension damages, consequential damages, incidental damages, or lost opportunity costs. Contractor acknowledges that it is aware of and considered this provision when submitting and pricing its Proposal and Contractor accepts the risk of delays.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Extensions of time shall be Contractor’s sole remedy in the event of delays.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under Subparagraph 8.3.1, shall be the sole and exclusive remedy of the Contractor for any delay, hindrance, disruption, interference or obstruction to the Work (collectively referred to in this Subparagraph 8.3.3 as “Delays”). Except as provided in Section 6.2.6 of the Contract, in no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, loss of efficiency or productivity costs, acceleration costs, lost opportunity costs, impact damages, extended overhead costs, or other similar remuneration.

§ 8.3.4 TIME IS OF THE ESSENCE in the completion of the Work by the Contractor.

§ 8.3.5 No extension of time, or increase in the Contract Sum, shall be granted because of seasonal variations in temperature, humidity or precipitation, which conditions, excepting force majeure, shall be wholly at the risk of the Contractor.

§ 8.3.6 The Contractor shall not be entitled to an adjustment of the Contract Time on account of delays: (i) that it could have avoided or mitigated using its best professional efforts; (ii) that do not impact the critical path; (iii) for which there is available float in the chain of activities affected by the delay; (iv) that were caused by or could have been reasonably anticipated by the Contractor or those for whom it is responsible; or (v) that could have been mitigated or avoided by the Contractor's timely notice to the Owner as required hereunder.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

The Contractor shall submit a schedule of values to the Architect within thirty (30) days of the first of the Contract Award or Preconstruction Meeting, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. **The description of the Work shall be sufficiently broken down to indicate labor and material costs associated with each area of Work. Any breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work, will be rejected. The Schedule of Values shall be revised if later determined by the Owner or Architect to be inaccurate.** Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and 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 supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Each application for payment shall be accompanied by the following, all in form and substance satisfactory to the Owner: (i) a duly executed Contractor's partial lien waiver; (ii) duly executed partial lien waivers from all Subcontractors and, when reasonably required, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and (iii) all information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Architect.

§ 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 be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect solely to the Owner, based on the Architect's evaluation of the Work as provided in the Contract Documents and/or the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Notwithstanding anything herein to the contrary, issuance of a Certificate for Payment by the Architect is a recommendation only; payment to the Contractor of amounts certified in a Certificate for Payment is subject to the Owner's approval.

§ 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 suppliers 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;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure to comply with or adhere to the requirements of the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15. The Owner shall not be deemed to be in default by reason of withholding payment while any of the above grounds remain uncured, nor shall any interest accrue or be payable with respect to any payments so withheld.

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

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application 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 five (5) 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. Notwithstanding anything in this Subparagraph 9.6.2 to the contrary, the Owner may elect, in the Owner's reasonable discretion, to make any payment requested by the Contractor on behalf of a Subcontractor or material supplier of any tier jointly payable to the Contractor and such Subcontractor or material supplier, or directly payable to such Subcontractor or material supplier. The Contractor and such Subcontractor or material supplier shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint payment be construed to create any (i) contract between the Owner and a subcontractor or material supplier of any tier, (ii) obligations from the Owner to such subcontractor or material supplier, or (iii) rights in such subcontractor or material supplier against the Owner. All such payments by the Owner shall be a pro tanto discharge of sums due the Contractor.

§ 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 suppliers amounts paid by the Owner to the Contractor for subcontracted Work. The Owner may contact Subcontractors and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment or provide the Contractor with a written explanation for the reason for withholding such Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the properly submitted Application for Payment, or if the Owner does not pay the Contractor or provide the Contractor with a written explanation of the reason for withholding payment within seven days after the date established in the Contract Documents, the amount certified by the Architect or if the Owner does not so pay an amount awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing or an explanation of the reason for withholding such payments 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 shutdown, 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. As a condition precedent to Substantial Completion, the Contractor shall assemble and deliver to the Owner (1) all maintenance and operating manuals; (2) marked sets of field record drawings and specifications reflecting as-built conditions; (3) drawings reflecting the location of any concealed utilities, mechanical or electrical systems and components; (4) any special guaranties or warranties required by the Contract Documents; (5) all guaranties and warranties from Subcontractors, vendors, suppliers or manufacturers; (6) a list of the names, addresses and telephone numbers of all subcontractors and any other persons providing guaranties or warranties; (7) a permanent Certificate of Occupancy; (8) Operating permits for any mechanical equipment; and (9) any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial use and occupancy of the Project.

§ 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 notify the Architect and the Owner in writing and shall prepare and submit to the Architect (1) a comprehensive list of items to be completed or corrected prior to final payment and (2) all Certificates of Occupancy and applicable permits required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect and Owner. Promptly after receiving such notice, the Architect will conduct a preliminary review to determine whether or not the Documents are generally complete and correct. If the Architect finds on the basis of this review that the Contractor's notice and supporting documents are not generally complete or correct, the Architect will return them to the Contractor for revision and resubmittal, describing in general the additions or corrections required. If the Architect finds on one preliminary review of the Contractor's resubmittal that the resubmitted notice and supporting documents are still not generally complete and correct, the Contractor shall again correct and resubmit them, and shall, in addition, reimburse the Owner for the cost of any change in the Architect's services resulting from such a second and any subsequent preliminary reviews. When the Architect finds on the basis of a preliminary review that the Contractor's notice and supporting documents are substantially complete, the Architect will proceed as stated in Section 9.8.3 below. 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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. Owner shall be entitled to retain two hundred percent (200%) of the estimated cost of incomplete or unsatisfactory Work to reach Final Completion.

§ 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 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 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. 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 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), statements in a form satisfactory to the Owner that in consideration of all prior payments and of final payment, the Contractor and its Subcontractors release and forever discharge the Owner from all mechanic's liens, claims, demands, obligations and liabilities of every kind arising out of or relating to the Contract or the Project other than those Claims specifically enumerated in the statement. 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 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, corrected, 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 the 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 INTENTIONALLY OMITTED

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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, a Subcontractor, or a Sub-subcontractor; 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 the Conditions and 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. Contractor acknowledges that public health, safety, and security are of the utmost importance in connection with its performance of the Work. Contractor shall, at all times, implement and maintain commercially reasonable safety, health, and security protocol with respect to its personnel on site, including implementing best practices as defined by the United States Centers for Disease Control and state and local public health agencies to avoid exposure to and protection against severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) aka COVID-19. Contractor shall also take such actions as are necessary to protect the health, safety and security of the occupants and users of the subject property in connection with the Work and the Project, including adherence to guidelines promulgated by the State of Connecticut. »

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements thereon. Any damage to such property or improvements shall be promptly repaired by the Contractor at its sole cost and expense.

§ 10.2.4.1 When there are indications that the use of explosives or other hazardous material, equipment or unusual methods is necessary for execution of the Work, the Contractor shall give the Owner and Architect reasonable advance notice of the conditions.

§ 10.2.4.2 The Contractor shall be solely responsible for the handling, storage and use of explosive or other hazardous

materials when their use is permitted.

§ 10.2.4.3 The Contractor shall not bring explosives onto the site or use such in the Work without the prior written permission of the Architect and the Owner. For such use, the Contractor shall obtain necessary permits with copies to the Architect and the Owner. The Contractor shall furnish the Owner and Architect with certificates indicating proper and adequate insurance.

§ 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 to property referred to in subparagraphs 10.2.1.2, 10.2.1.3 and 10.2.1.4. If the damage or loss is due in whole or in part to the Contractor's failure to take the precautions required by this paragraph 10.2, the Contractor shall bear the cost. 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 The Contractor shall at all times provide protection against weather (snow, rain, wind, storms or heat) so as to maintain all Work, materials, apparatus and fixtures free from damage. At the end of the day's work, all new Work likely to be damaged shall be reasonably protected against such weather.

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

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

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

§ 10.2.12 No visitors shall be allowed on the work site without prior written permission from the Owner.

§ 10.2.13 Cutting and welding to be performed in or immediately adjacent to existing spaces shall not be performed without written approval of the Owner for each instance.

§ 10.2.14 All employees at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work. The Contractor and all Subcontractors shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. The Contractor shall indemnify and hold harmless the Owner from any and all fines, costs and expenses, including but not limited to reasonable attorney's fees, incurred by Owner due to the Contractor's violation of such Acts, standards and/or regulations. Such indemnity shall not be construed to limit the indemnity required under Subparagraph 3.18.1.

§ 10.2.15 The Contractor shall comply with the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the governmental authorities which administer such Acts and said requirements, standards and regulations are incorporated herein by reference. The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, subcontractors, and material suppliers and shall directly receive and be responsible for all citations, assessments, fines, or penalties which may be incurred by reason of its agents, employees, material suppliers or subcontractors, to so comply.

§ 10.2.16 The Contractor shall at all times protect excavations, trenches, buildings, and materials from rainwater, ground water, ice, snow, back-up or leakage of sewers, drains, or other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping, and other equipment necessary to this end.

§ 10.2.17 MOLD GROWTH. The Contractor shall establish and maintain a program and safeguards to prevent growth of mold.

§10.2.18 Contractor and its Subcontractors shall not make news releases or publicize or issue advertising pertaining to the Work of this Agreement without first obtaining the written approval of the Owner.

§ 10.2.19 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, notice of the 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.

§ 10.2.20 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.2.21 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

§ 10.2.22 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work, as necessary, from injury by any cause.

§ 10.2.23 The Contractor shall at all times protect excavations, trenches, buildings and materials, from rainwater, ground water, backup or leakage of sewers, drains and other piping, and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.24 The Contractor shall remove snow and ice which might result in damage or delay to the Work.

§ 10.2.25 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises. The permanent heating and ventilation systems may be used for these purposes when available and appropriate, but the fuel cost shall be paid by the Owner.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents the Contractor shall immediately report the condition to the Owner and the Architect in writing and take reasonable precautions 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). If such reasonable precautions will be inadequate to prevent foreseeable bodily injury and death, the Contractor shall immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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. When the material or substance has been rendered harmless, any Work that has been stopped in the affected area shall resume. By Change Order, the Contract

Time shall be extended appropriately. appropriately. Termination of the Contract by the Owner due to the discovery of Hazardous Materials on the Project site shall be Termination for Cause. The term "rendered harmless" shall be interpreted to mean that levels of hazardous materials including, but not limited to asbestos and polychlorinated biphenyl, are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor or any materialman or supplier or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic except to the extent provided in Section 10.3.7.

§ 10.3.3 The Contractor shall not be liable for pre-existing, environmental matters on, under or about the premises which constitute the Project, including without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminates into the environment, the development or growth of mold within or on any structures, air quality levels, and to the generation, use, storage, transportation or illegal disposal of solid wastes, hazardous materials, special wastes or other contaminates. This disclaimer of liability shall apply to all such claims against the Contractor, whether direct or indirect, including without limitation, third party claims for which the Owner is seeking indemnification from the Contractor, excluding, however, any such claims that are caused by the negligence of the Contractor or subcontractor for which the Contractor is responsible.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 or intentional acts 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 properly performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.7 The Contractor will be solely responsible for compliance with laws and regulations governing the handling, storage, use or disposal of hazardous materials or wastes used, stored, generated, or disposed of in connection with construction of the Work, and shall obtain all permits and approvals, give all required notices, and observe all applicable procedures prescribed by the U.S. Environmental Protection Agency, the State of Connecticut and other governmental authorities having jurisdiction with respect to such activities. At Owner's request, Contractor shall furnish the Owner promptly with evidence satisfactory to Owner demonstrating the Contractor's compliance with such procedures, the giving of such notices, and the issuance of such permits and approvals, and shall indemnify Owner and hold Owner harmless with respect to any loss, damage or liability resulting from Contractor's failure to observe such procedures, give such notices, or obtain such permits and approvals. Contractor will be responsible for removal and disposal only of such "hazardous material" as is required to be removed by the Contract Documents or any such materials placed on the site by the Contractor or any party for which the Contractor is responsible.

§ 10.3.8 All material and equipment furnished under the Contract shall be free of asbestos and polychlorinated biphenyl (PCB). Any material or equipment containing these hazardous materials shall be considered defective and shall be removed by the Contractor at the Contractor's sole expense.

§ 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. The Contractor shall promptly notify insurers as applicable, the Architect and the Owner of the nature of the emergency. Immediately thereafter, the Contractor shall submit to the Architect and the Owner a written report including a description of circumstances of the emergency and details of action taken.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies that are acceptable to the Owner and that are lawfully authorized to issue insurance in Connecticut. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

The insurance required 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 Contractor's completed operations coverages, as specified in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies that are acceptable to the Owner and that are lawfully authorized to issue surety bonds in Connecticut.

§ 11.1.3 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.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 The limits specified in the Contract Documents are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by the Owner of responsibility for losses in excess of such limits. The Contractor shall be responsible for all deductibles applicable to any insurance. No acceptance and/or approval of any insurance by Owner shall be construed as relieving or excusing Contractor from any liability or obligation imposed by the provisions of the Contract Documents.

§ 11.1.6 The Contractor shall not commence the Work under the Contract nor permit any Subcontractor to commence work on a subcontract until all the insurance required is obtained. The Contractor may carry, at its own expense, such additional coverage as it may deem necessary. The Contractor shall not be deemed to be relieved of any responsibility by the fact it carries insurance. Should the Contractor at any time neglect or refuse to provide the insurance required herein or should such insurance be cancelled or should the full annual aggregate or any policy not be available to satisfy the requirements of the Contract, the Owner shall have the right to procure such insurance and the cost thereof shall be deducted from monies then due or thereafter to become due the Contractor.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in Connecticut.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner does not intend to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner in good faith for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly and at its own expense correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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. This obligation shall survive termination of the Contract under Paragraph 14 of the General Conditions. Nothing in this Section 12.2.1 shall absolve the Architect of its liability for failure to fulfill its obligations under the agreement between the Owner and the Architect.

§ 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 any 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 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 2.5.

§ 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. Upon completion of any work under or pursuant to this Section 12.2, the one-year correction period in connection with the Work requiring correction shall be renewed and recommence.

§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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.

§ 12.2.6 AUDITS

Upon request of the Owner or the Architect, the Contractor will cooperate, and secure the cooperation of all Subcontractors and Sub-subcontractors and assist the Owner and Architect during any audit of the Project conducted by the Owner at any time after Substantial Completion.

§ 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 State of Connecticut.

§ 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. The Contractor may not assign the Contract without the Owner's prior written consent, which consent the Owner may withhold in its absolute discretion. If the Contractor attempts to make an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all of the Contractor's obligations under the Contract.

§ 13.2.2 Contractor shall execute all consents reasonably required to facilitate an assignment by the Owner.

§ 13.3 Rights and Remedies

§ 13.3.1 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 or in equity.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the Owner or the Contractor except as specifically provided herein.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, certifications and approvals of portions of the Work shall be made as required by the Contract Documents and by the Conditions, 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3 and 13.4.4, shall be at the Owner's expense.

§ 13.4.3 If inspections and tests conducted under this Section 13.4 reveal failure in a portion of the Work, the Owner may order the inspection and testing, at the Contractor's expense, of any and all portions of the Work that are identical or similar to the failing portion.

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

§ 13.4.5 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.

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

§ 13.4.7 If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Owner hereunder shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the work or any parts thereof.

§ 13.5 Interest

INTENTIONALLY OMITTED

§ 13.6 Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portion of such provision, which are hereby deemed severable.

§ 13.7 The parties expressly understand and agree that any provision in this Contract related to job site safety, supervision, inspections or compliance with ordinances, laws, statutes, rules, regulations and/or protocols are solely for the benefit of the Contractor and Owner and do not create any rights, claims, or causes of action in third parties, separate contractors, Subcontractors or Sub-subcontractors, or any of their employees performing work on or at the Project. Nothing in this Agreement is intended to confer any rights in any other contractor, Subcontractor of any tier material supplier, or their employees, as there are no intended third party beneficiaries of this Agreement.

§ 13.8 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.

§ 13.9 If the Contractor is a "nonresident contractor" as defined in Section 12-430(7)(A) of the Connecticut General Statutes, as revised, the Contractor shall comply fully with the provisions of Section 12-430(7) and, prior to commencing the Work, shall furnish the Owner with a copy of the requisite certificate of compliance set forth in

subparagraph (E) of Section 12-430(7). Contractor agrees to indemnify Owner as to any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the Contractor's activities.

§ 13.10 Contractor shall comply with the requirements of Connecticut General Statutes Section 31-52. Specifically, Contractor agrees that in the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market area, as established by the Labor Commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the state who have continuously resided in the state at least three months prior to the date hereof.

§ 13.11 The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

§ 13.12 Contractor and each of its Subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker on the Project has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration (OSHA) or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker, begins work on the Project.

§ 13.13 Contractor hereby confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the workers provided under this Agreement are authorized for employment in the United States. Contractor further confirms that it has properly completed I-9's for all of its workers assigned to the Project and that it will require each of its Subcontractors to confirm that they have properly completed I-9's for all of their workers assigned to the Project. Contractor agrees to indemnify, defend, and hold harmless the Owner in the event that any of the workers assigned to the Project are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including the obligation to correctly prepare and maintain I-9s, have not been complied with, including but not limited to all damages, fines and penalties, punitive damages, attorneys' fees and costs.

§ 13.14 Since the Contractor was required to be prequalified by the Connecticut Department of Administrative Services in the bidding for this Project, in the event the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

§ 13.15 Each payment application shall be accompanied by a statement showing the status of all pending Change Orders, pending Change Directives and approved changes to the Contract. Such statement shall identify the pending Change Orders and pending Change Directives, and shall include the date such Change Orders and Change Directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The Contractor shall require each of its Subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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; or
- .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 and has not notified the Contractor of the reason for withholding payment.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 thirty (30) additional days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed. The notice of termination must state with specificity the means by which the Owner may cure its nonperformance, and the Contractor shall not terminate this Agreement if, within thirty (30) days of the notice, the Owner substantially undertakes such curative measures.

§ 14.1.4 INTENTIONALLY OMITTED

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may, without prejudice to any right or remedy available to the Owner under the Contract Documents or at law or in equity terminate the Contract if the Contractor:

- .1 institutes proceedings or consents to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable Federal or state law, or if a petition under any Federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if the Contractor admits in writing its inability to pay its debts generally as they become due, or if it makes a general assignment for the benefit of its creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed;
- .2 abandons the Work; or if it fails, except in cases for which extension of time prosecute promptly and diligently the Work;
- .3 fails to supply enough properly skilled workers or proper materials for the Work;
- .4 submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified;
- .5 fails to make payment to Subcontractors for materials or labor in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors;
- .6 disregards the Conditions, applicable laws, statutes, ordinances, codes; rules and regulations, or lawful orders of a public and appropriate authority;
- .7 otherwise commits a substantial breach of a provision of the Contract Documents or
- .8 if a mechanic's or materialmen's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor after the receipt of notice thereof in a manner reasonably satisfactory to the Owner.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, 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' 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.

§ 14.2.5 If the Owner terminates the Contractor for cause and it is thereafter determined that the Owner did not have the right to terminate the Contractor for cause, such termination for cause shall automatically be converted into a termination for convenience under Article 14.4 hereto.

§ 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 direct costs and time caused by suspension, delay, or interruption under Section 14.3.1. 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 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 Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits and consequential damages. In no event shall Contractor claim or be entitled to payment of overhead or profit on Work not performed. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

Failure to give such timely written notice will bar any claims by the Contractor. The Owner's prior written consent

to proceed with any Work for which the Contractor will claim it is entitled to additional compensation is a condition precedent to recovery for such work. Any notice of Claim must clearly identify the alleged cause and the nature of the Claim and include date and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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. Claims by either party under this Section 15.1.3.1 shall 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. Failure by the Contractor to give such notice within the time specified shall greatly prejudice the Owner, and the failure to submit proper and timely notice shall constitute a waiver and abandonment of such Claim.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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 Owner shall have no obligation to make payments to the Contractor on or against such claims, disputes, or other matters in question during the pendency of any mediation, arbitration, or other proceedings to resolve such matters. Owner shall continue to make payments of undisputed amounts.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 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. The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time, and shall furnish the Owner and the Architect with such documentation relating thereto as the Owner and the Architect may reasonably require. In the case of a continuing delay, only one Claim is necessary. Any request seeking an extension of time contain:

- .1 a detailed description of the nature of each cause of delay, the date or dates upon which each cause of delay began and ended (as known or as projected), the number of days of delay attributable to each such cause, and the impact of such delay upon the construction schedule;
- .2 the construction schedule in effect at the start of the delay, showing that the portion of the Work that was, or will be, delayed is on the critical path and that no float remains or will be available for the delayed activities at the start of the delay;

- .3 a schedule analysis of the impact of the delay on the critical path in the construction schedule at the time of the delay, including any proposed adjustment to the Contract Time; and
- .4 such other supporting data that the Owner may request.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

INTENTIONALLY OMITTED

§ 15.1.6 LIQUIDATED DAMAGES

It is mutually agreed that if the Contractor fails to reach Substantial Completion of the Work by ten (10) months from the Owner's Notice to Proceed, the Owner will be damaged; and because the amount of the Owner's damages is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the amount of such damages shall be One Thousand Five Hundred Dollars (\$1,500) for each Day, or part thereof, of delay in substantially completing the Work. The Contractor agrees that said sum shall be deducted from monies due the Contractor under the Contract, or, if no money is due the Contractor, the Contractor hereby agrees to pay the Owner as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the 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 demand or file for mediation of a Claim.

§ 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.

§ 15.3 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 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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 All claims, disputes and other matters in question between the Owner and the Contractor arising out of or related to the Contract or the breach thereof, except for claims which have been waived by the making and acceptance of final payments, shall be decided, at the sole option of the Owner, by one of the following dispute resolution procedures: (1) arbitration in accordance with rules agreed to by the Owner and the Contractor, (2) arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, or (3) litigation.

§ 15.4.1.1 INTENTIONALLY OMITTED § 15.4.2 If a demand for arbitration is filed by the Contractor, the Owner will advise the Contractor within thirty days after the receipt of such a demand for arbitration if the Owner elects to arbitrate or rejects arbitration; such election, once made, shall be binding. The filing of a demand for arbitration by the Owner shall be deemed an election to arbitrate and shall constitute the exercise of the option of the Owner to proceed with arbitration. The Owner, but not the Contractor, may join or consolidate with any arbitration with the Contractor any disputes with the Architect, any Subcontractor, or any other party having an interest in the proceeding. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. § 15.4.3 The Contractor agrees to continue performance of the Contract Work and shall proceed in accordance with the directives of the Owner, under protest, in the event of a dispute or controversy. Failure to so proceed shall constitute a material breach of the Contract, regardless of the ultimate decision on the dispute, it being understood and agreed that any controversy between the parties shall not be deemed a basis to delay or suspend the Contract Work, unless directed otherwise by the Owner.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 INTENTIONALLY OMITTED § 15.4.4.2 INTENTIONALLY OMITTED § 15.4.4.3 INTENTIONALLY OMITTED

DESIGN PLANS

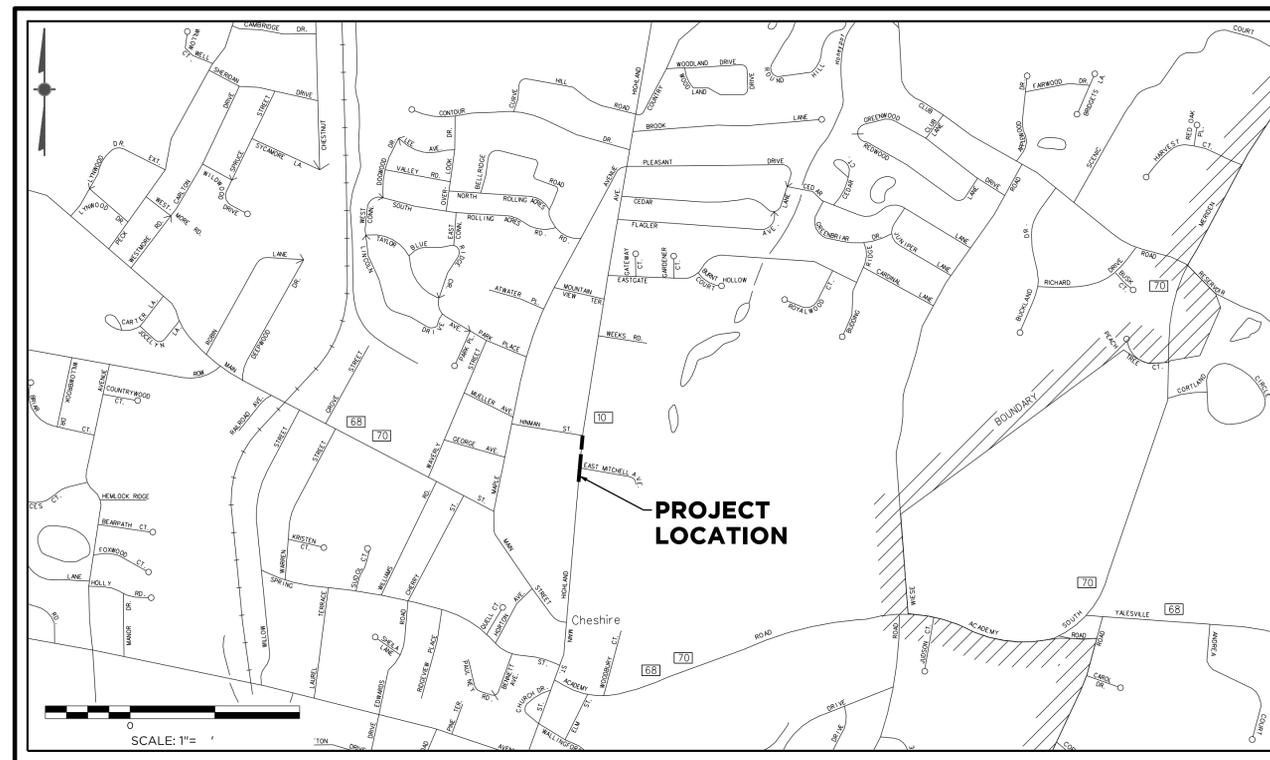
(SEE ATTACHED)

EAST MITCHELL AVENUE SIDEWALK CONNECTIVITY PLAN

HIGHLAND AVENUE, CHESHIRE, CT

PREPARED FOR

TOWN OF CHESHIRE
84 SOUTH MAIN STREET
 CHESHIRE, CT 06410



LOCATION MAP
 SCALE: 1" = 1000'

LIST OF SHEETS

DATE: 11/18/24, REVISED THROUGH: 2/11/25, 5/2/25

SITE DEVELOPMENT PLAN - PHASE 1

SITE DEVELOPMENT PLAN - PHASE 2

DETAILS

CROSS SECTIONS

1
2
3
4

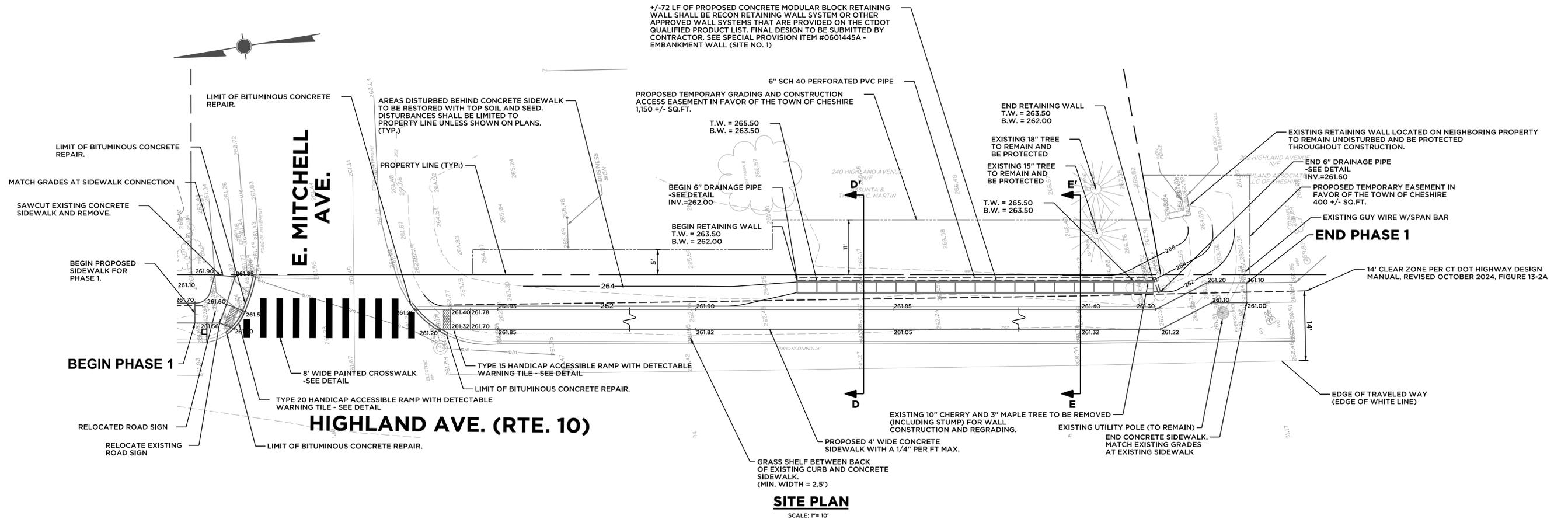
LIST OF CTDOT STANDARD SHEETS

- | | |
|---------------------------------------|--|
| HW-921_01 | CONCRETE SIDEWALKS |
| HW-922_01 | BITUMINOUS CONCRETE SIDEWALK AND
BITUMINOUS CONCRETE DRIVEWAY |
| HW-924_01 | CONCRETE DRIVEWAY RAMPS |
| ENCROACHMENT PERMIT - PAVEMENT REPAIR | |

PREPARED BY:

	855 Winding Brook Drive Glastonbury, CT 06033 Phone: (860) 633-8770 Fax: (860) 633-5971 www.bartonandloguidice.com
	Civil Engineering • Environmental Consulting • Land Surveying • Construction Management

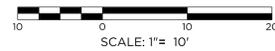




SITE PLAN
SCALE: 1" = 10'

GENERAL CONSTRUCTION NOTES:

- UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED AND NOTED HEREON HAVE BEEN COMPILED, IN PART, FROM RECORD MAPPING SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENT AGENCIES, FROM PAROLE TESTIMONY AND FROM OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE, THE EXISTENCE OF WHICH ARE UNKNOWN TO BARTON AND LOGUIDICE, INC. AND THE TOWN OF CHESHIRE. THE SIZE, LOCATION AND EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG: 1-(800) 922-4455.
- CONTRACTOR SHALL COORDINATE MATERIAL AND EQUIPMENT STORAGE LOCATIONS WITH TOWN STAFF. STORAGE AREAS WILL BE DETERMINED BASED UPON CONTRACTOR'S ANTICIPATED SCHEDULE AND MATERIAL/EQUIPMENT NEEDS.
- CONTRACTOR SHALL INSPECT ALL UTILITIES WITH TOWN STAFF PRIOR TO CONSTRUCTION TO DETERMINE IF REPAIRS AND/OR REPLACEMENT IS NEEDED PRIOR TO COMMENCING SIDEWALK INSTALLATION AND PAVING ACTIVITIES.
- ALL PROPOSED GRADING, INCLUDING BUT NOT LIMITED TO, SIDEWALK BASE, EXISTING DRIVEWAYS, UTILITY STRUCTURES AND FINISH GRADES OF CONCRETE CURB SHALL BE REVIEWED AND APPROVED BY TOWN STAFF PRIOR TO COMMENCING SIDEWALK AND RETAINING WALL INSTALLATION AND PAVING ACTIVITIES.
- DRIVEWAY AREAS THAT REQUIRE FULL DEPTH CONSTRUCTION/RECONSTRUCTION SHALL BE EXCAVATED AND CONSTRUCTED AS SHOWN ON THE PLANS/DETAILS. CONTRACTOR SHALL VERIFY FIELD CONDITIONS AND LIMIT OF WORK PRIOR TO START OF DRIVEWAY REPAIRS.
- CONTRACTOR SHALL GRADE ALL APRONS TO MATCH EXISTING CONDITIONS AT R.O.W. UNLESS OTHERWISE NOTED ON PLAN. TRANSITIONS SHALL INCORPORATE EXISTING CONDITIONS INCLUDING PAVEMENT, CURBING, VEGETATION & SITE AMENITIES. ANY DISCREPANCIES SHALL BE REVIEWED IN FIELD WITH TOWN PRIOR TO COMMENCING SIDEWALK INSTALLATION, WALL CONSTRUCTION AND PAVING ACTIVITIES. ALL DRIVEWAY APRONS SHALL BE CONSTRUCTED TO TOWN STANDARDS AND HAVE A 1" MIN. - 2" MAX. LIP AT THE GUTTER LINE.
- CONSTRUCTION LAYOUT SHALL BE UNDERTAKEN BY THE CONTRACTOR AND BE PERFORMED BY A LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF CONNECTICUT.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF FURNISHING UNIFORMED PRIVATE DUTY POLICE OFFICERS TO PERFORM TRAFFIC CONTROL FOR THE DURATION OF THE PROJECT UNLESS DIRECTED OTHERWISE BY TOWN STAFF.
- THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL CONSTRUCTION SIGNAGE INCLUDING SIDEWALK CLOSED SIGNS AND ALL SIGNS REQUIRED BY THE TOWN OF CHESHIRE OR AS IDENTIFIED WITHIN THE PLAN SET.
- THE CONTRACTOR SHALL REFER TO THE TOWN OF CHESHIRE PUBLIC IMPROVEMENT STANDARDS AND THE DIVISION II CONSTRUCTION DETAILS (TECHNICAL PROVISIONS) AND DIVISION III MATERIALS SECTION IN THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION (CTDOT) STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION, FORM 818, DATED 2020, AS AMENDED, WHICH ARE INCORPORATED HEREIN.
- BURIED CANINE FENCES, SPRINKLER SYSTEMS, ETC. EXISTING ON PRIVATE PROPERTY (IF APPLICABLE) AND DISTURBED DURING CONSTRUCTION SHALL BE REPAIRED BY TOWN OF CHESHIRE. CONTRACTOR SHALL REPORT ALL DAMAGE TO HOMEOWNERS AND TOWN STAFF IMMEDIATELY.



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Civil Engineering • Environmental Consulting • Land Surveying • Construction Management

PROJ. ENGINEER: MJP
PROJ. MANAGER: KRK
OFFICE REVIEW: KRK

EAST MITCHELL AVENUE SIDEWALK CONNECTIVITY PLAN
PREPARED FOR TOWN OF CHESHIRE

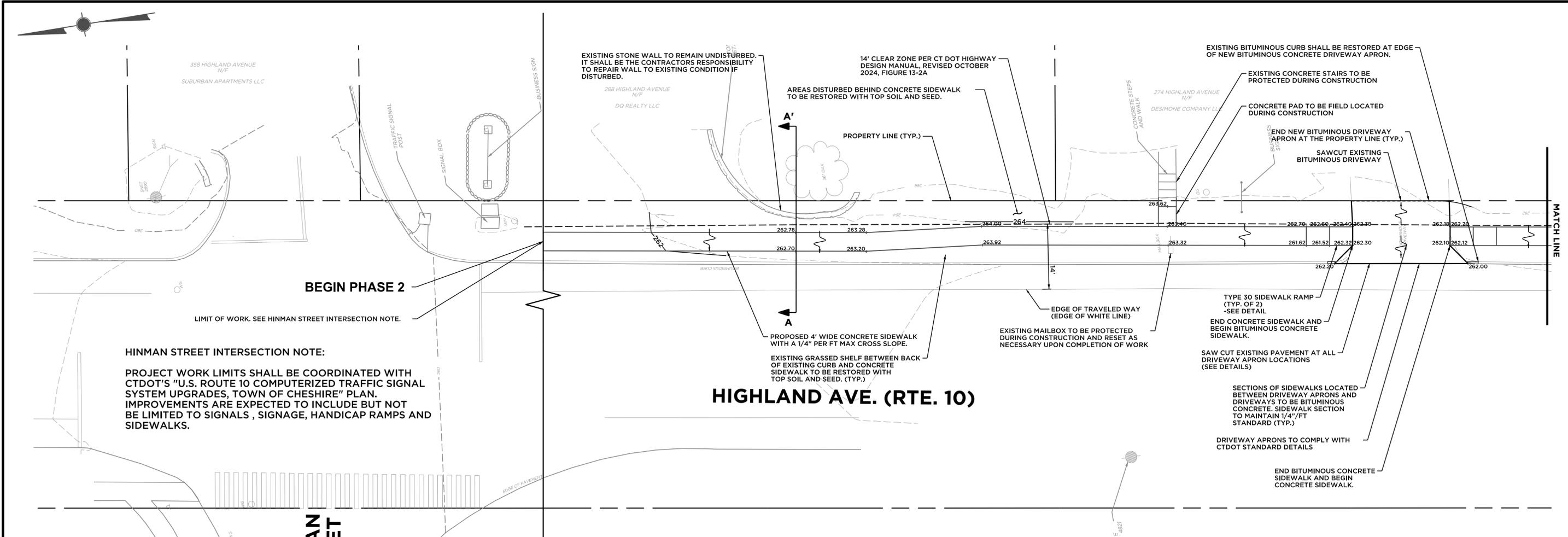
SITE IMPROVEMENT PLAN - PHASE 1
HIGHLAND AVENUE (RTE. 10) CHESHIRE, CT

PROJECT	DATE	SHEET NO.	OF
3981.019	11/18/24	1	4

REVISIONS

2/11/25	
5/2/25	

SCALE: 1" = 10'

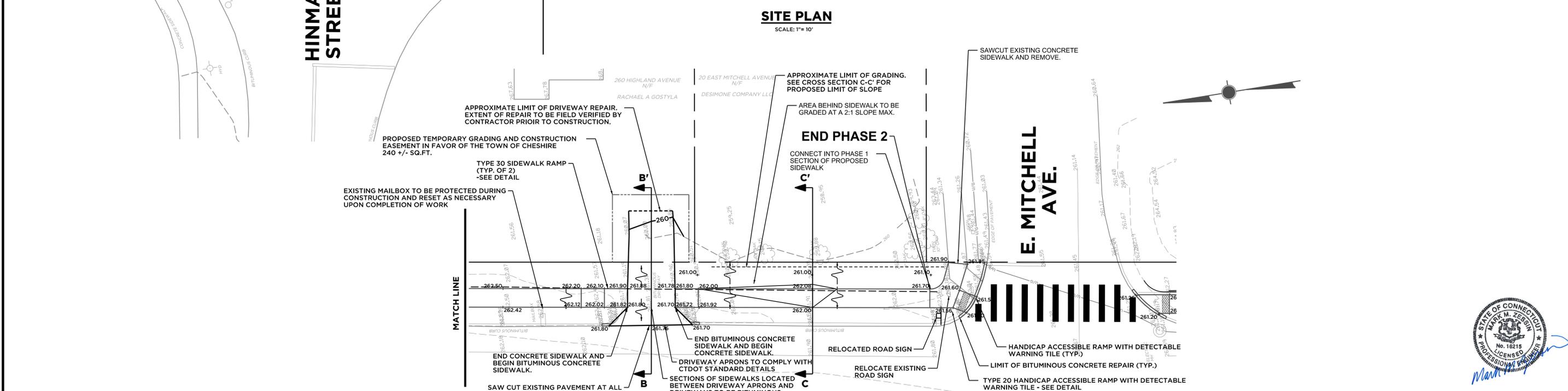


HINMAN STREET INTERSECTION NOTE:
 PROJECT WORK LIMITS SHALL BE COORDINATED WITH CTDOT'S "U.S. ROUTE 10 COMPUTERIZED TRAFFIC SIGNAL SYSTEM UPGRADES, TOWN OF CHESHIRE" PLAN. IMPROVEMENTS ARE EXPECTED TO INCLUDE BUT NOT BE LIMITED TO SIGNALS, SIGNAGE, HANDICAP RAMPS AND SIDEWALKS.

BEGIN PHASE 2

HIGHLAND AVE. (RTE. 10)

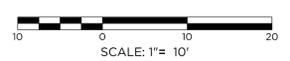
SITE PLAN
 SCALE: 1" = 10'



END PHASE 2

HIGHLAND AVE. (RTE. 10)

SITE PLAN
 SCALE: 1" = 10'



Barton & Loguidice
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PROJ. ENGINEER	MJP
PROJ. MANAGER	KRG
OFFICE REVIEW	KRG

EAST MITCHELL AVENUE SIDEWALK CONNECTIVITY PLAN
 PREPARED FOR TOWN OF CHESHIRE

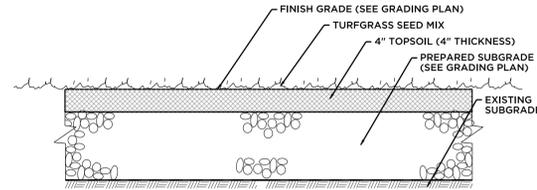
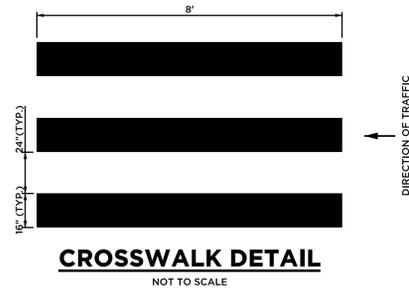
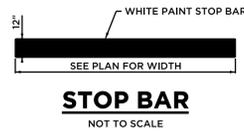
SITE IMPROVEMENT PLAN - PHASE 2
 HIGHLAND AVENUE (RTE. 10) CHESHIRE, CT

PROJECT	DATE
3981.019	11/18/24

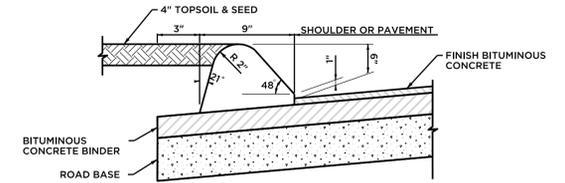
REVISIONS

2/11/25	
5/2/25	

SCALE: 1" = 10' SHEET NO. 2 OF 4

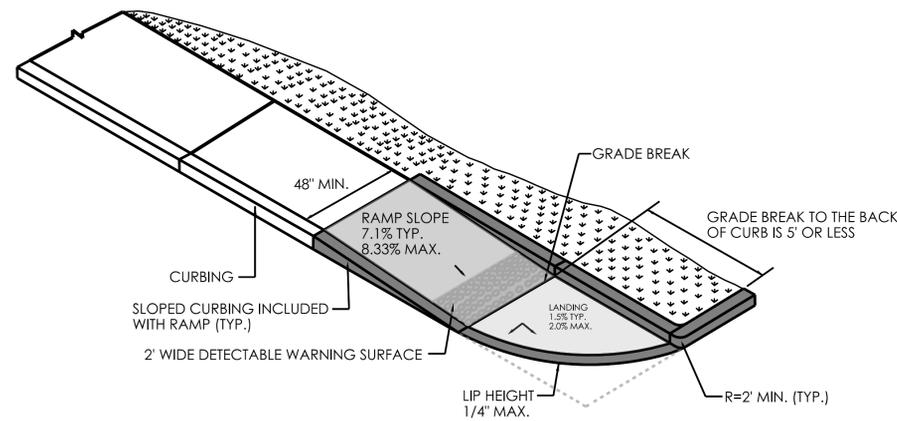


TURF ESTABLISHMENT
NOT TO SCALE

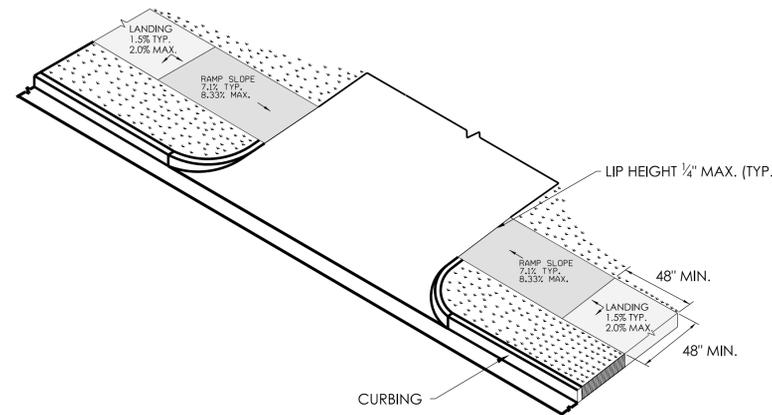


- NOTES:**
1. SURFACE ON WHICH CURBING IS PLACED SHALL BE CLEAN AND AN APPROVED TACK COAT SHALL BE APPLIED JUST PRIOR TO PLACING CURB.
 2. CURBING SHALL BE MACHINE EXTRUDED.
 3. CURBING TO BE LAID ON TOP OF BINDER COURSE.
 4. CURBING MATERIAL TO BE CLASS 3 BITUMINOUS CONCRETE.

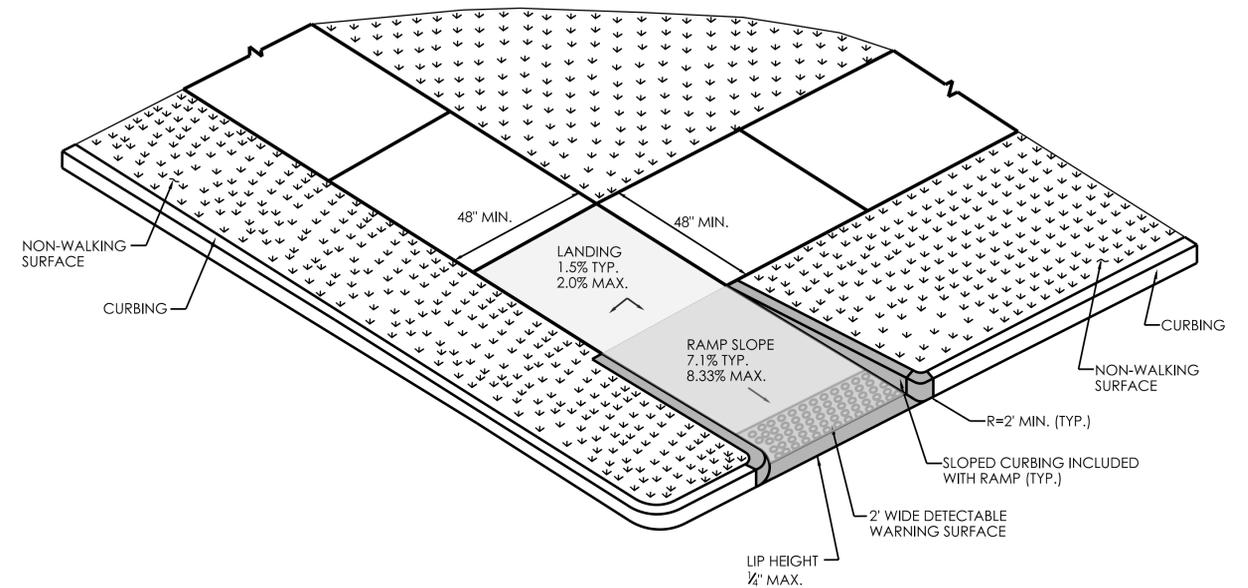
BITUMINOUS CONCRETE CURB
NOT TO SCALE



**SINGLE DIRECTION RAMP
GRADE BREAK TO THE BACK
OF CURB IS 5' OR LESS
(TYPE 15)**



**RESIDENTIAL DRIVEWAY WITHOUT
DETECTABLE WARNING SURFACE
(TYPE 30)**



**RESTRICTED PEDESTRIAN CROSSING SIDEWALK RAMP
WITH NON-WALKING SURFACE
(TYPE 20)**



		855 Winding Brook Drive Glastonbury, CT 06033 Phone: (860) 633-8770 Fax: (860) 633-5971 www.bartonandloguidice.com	
		Civil Engineering • Environmental Consulting • Land Surveying • Construction Management	
PROJ. ENGINEER	MJP	EAST MITCHELL AVENUE SIDEWALK CONNECTIVITY PLAN PREPARED FOR TOWN OF CHESHIRE SITE DETAILS	
PROJ. MANAGER	KRG		
OFFICE REVIEW	KRG	HIGHLAND AVENUE (RTE. 10) CHESHIRE, CT	
REVISIONS		PROJECT	DATE
2/11/25		3981.019	11/18/24
5/2/25		SHEET NO.	3 OF 4
SCALE: AS NOTED			

The final submission shall be made within 14 days of acceptance by the State. No work shall be performed on the retaining wall until the final submission has been received by the Department.

Acceptance of the final design shall not relieve the Contractor of his responsibility under the contract for the successful completion of the work.

The actual designer of the proprietary retaining wall is responsible for the review of any shop drawings prepared for the fabrication of the wall. One set of full size blue line copies of all approved shop drawings shall be submitted to the Department's permanent records.

5 - General Design Requirements:

a. All designs for proprietary walls and temporary earth retaining systems shall conform to the latest edition of the American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, including the latest interims, as specified in the plans, except as noted otherwise herein:

b. The wall design shall follow the general dimensions of the wall envelope shown in the contract plans.

c. The top of the concrete leveling pad shall be located at or below the theoretical leveling pad elevation. The minimum wall embedment shall be two feet as measured to the top of the leveling pad or as shown on the plans.

d. If footing steps are required, they shall be kept below the minimum embedment depth. Footing steps in addition to those shown on the plans will be permitted at no additional cost to the State.

e. The wall shall be designed to be within all property lines and easement lines shown on the contract drawings. If additional work areas are necessary for the construction of the proprietary retaining wall, the Contractor shall be responsible for obtaining the rights from the affected property owners. Copies of these rights shall be forwarded to the Department.

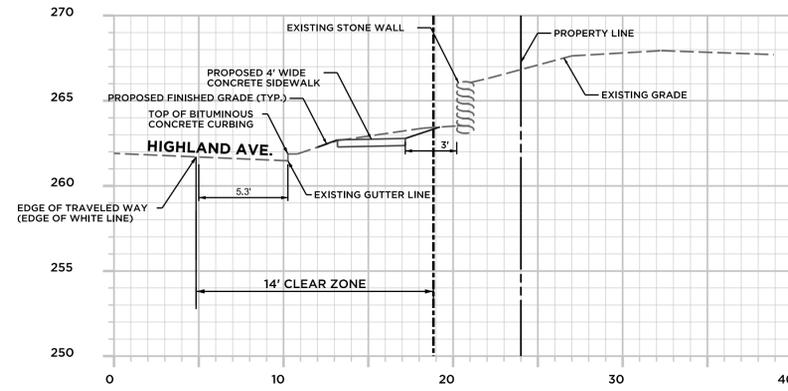
f. The top of the wall shall be at or above the top of the wall elevations shown on the plans. The top of the wall may be level or sloped to meet the top of the wall line noted.

g. Cast-in-place concrete will not be an acceptable replacement for areas noted by the wall envelope, except for minor grouting of pipe penetrations.

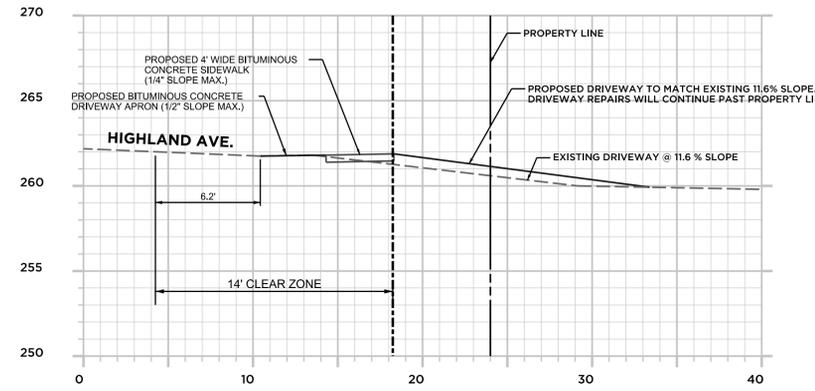
h. The mechanical wall height for the purposes of design calculations shall be from the top of the leveling pad to the top of the potential failure surface where the failure surface intercepts the ground surface.

ENGLISH VERSION

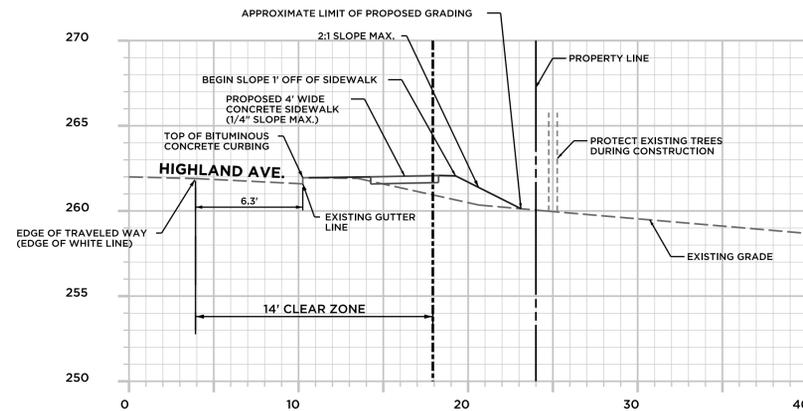
ITEM #0601445A



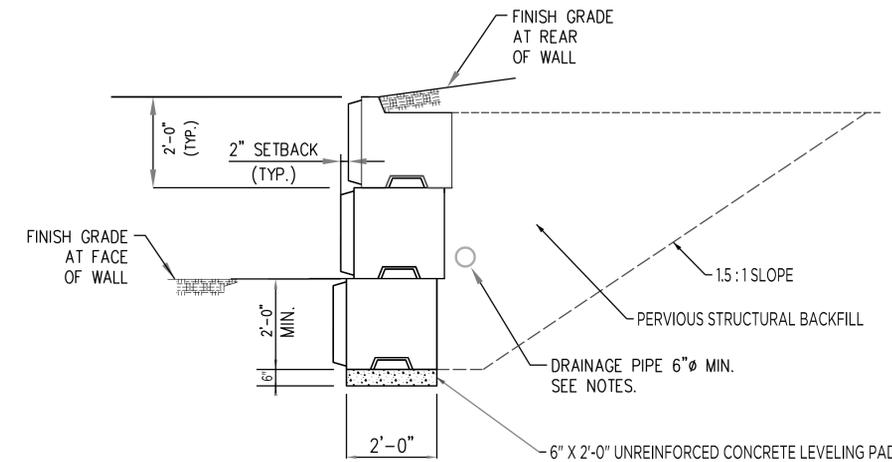
CROSS SECTION A-A'



CROSS SECTION B-B'

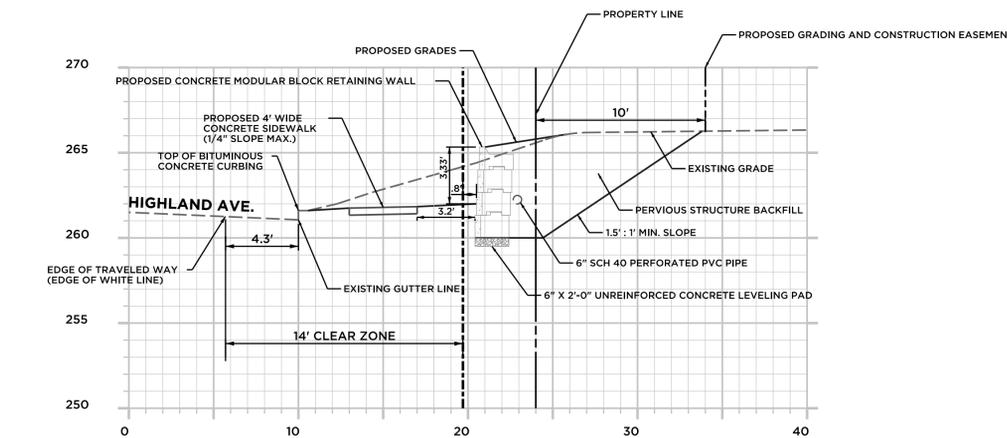


CROSS SECTION C-C'

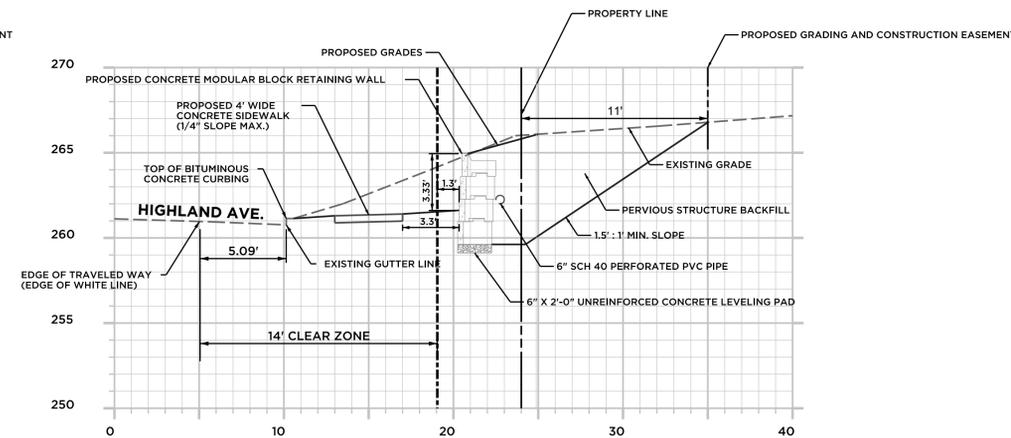


NOTE:
CONCRETE MODULAR BLOCK RETAINING WALL SHALL BE RECON
RETAINING WALL SYSTEM OR OTHER APPROVED WALL SYSTEMS
THAT ARE PROVIDED ON THE CTDOT QUALIFIED PRODUCT LIST.
FINAL DESIGN TO BE SUBMITTED BY CONTRACTOR. SEE SPECIAL
PROVISION ITEM #0601445A - EMBANKMENT WALL (SITE NO. 1)
CONCRETE MODULAR BLOCK WALL DETAIL (TYP.)

NOT TO SCALE



CROSS SECTION D-D'



CROSS SECTION E-E'



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EAST MITCHELL AVENUE SIDEWALK CONNECTIVITY PLAN
PREPARED FOR TOWN OF CHESHIRE

CROSS SECTIONS
HIGHLAND AVENUE (RTE. 10) CHESHIRE, CT

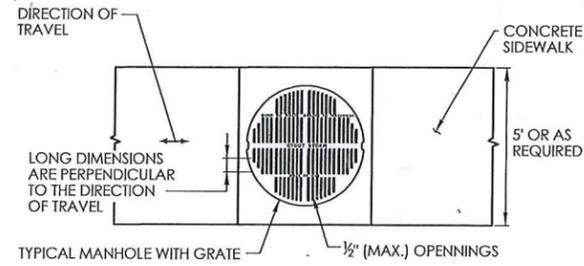
PROJ. ENGINEER	MJP
PROJ. MANAGER	KRG
OFFICE REVIEW	KRG

REVISIONS	
2/11/25	
5/2/25	

PROJECT	DATE	SHEET NO.	4	OF	4
3981.019	11/18/24				

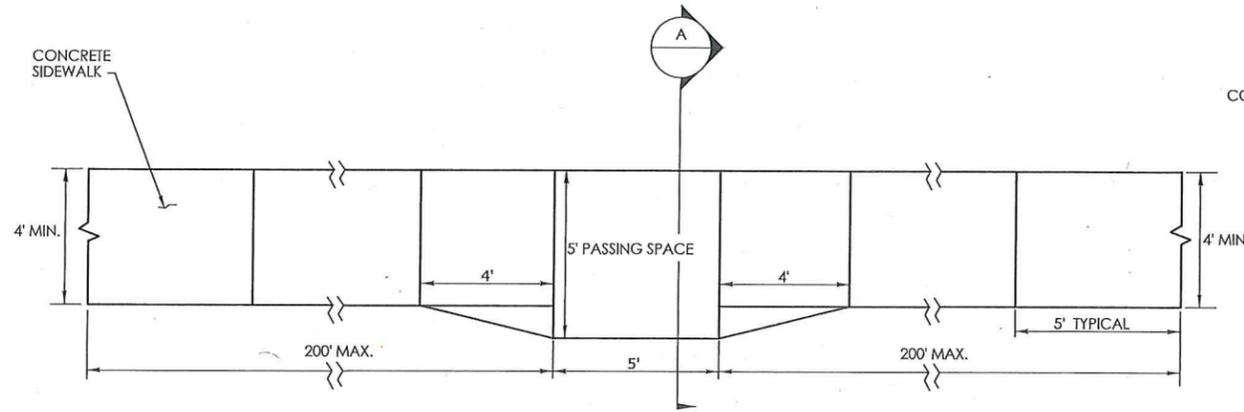
SCALE: 1"=5'

- GENERAL NOTES:**
1. SEE CONCRETE SIDEWALK RAMPS GUIDE SHEETS FOR PEDESTRIAN RAMP TYPES.
 2. ALL CURBING SHALL BE INSTALLED AS EITHER PRECAST OR CAST IN PLACE AS DIRECTED.



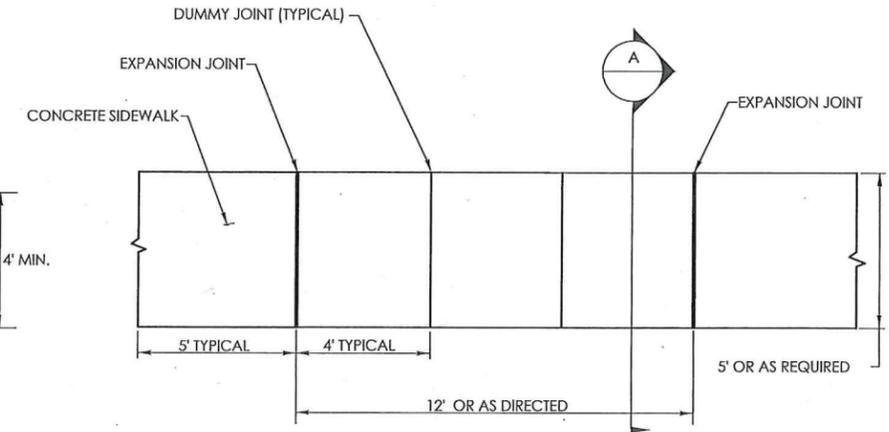
PEDESTRIAN ACCESS ROUTE OVER A MANHOLE WITH GRATE

1. HORIZONTAL OPENINGS IN GRATES AND JOINTS MUST NOT BE MORE THAN 1/2 INCH
2. ELONGATED OPENINGS IN GRATES MUST BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DIRECTION OF TRAVEL

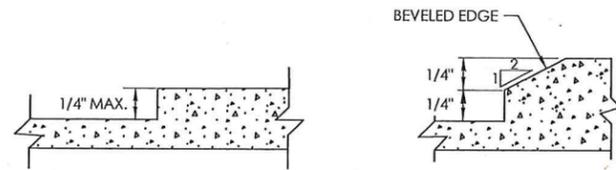


5' PASSING SPACE FOR 4' WIDE SIDEWALK PLAN

PASSING SPACES SHALL BE PROVIDED AT INTERVALS OF 200' MAXIMUM FOR SIDEWALKS LESS THAN 5' IN WIDTH

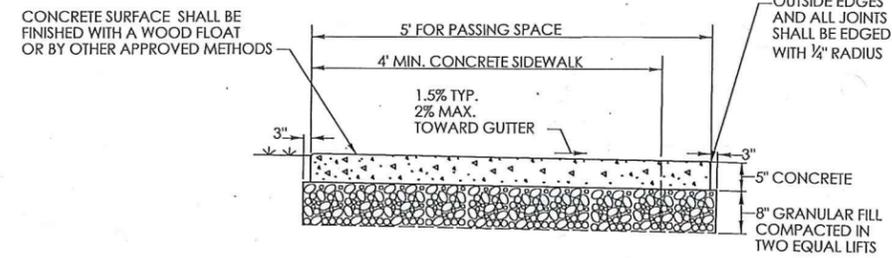


5' WIDE SIDEWALK PLAN



VERTICAL SURFACE DISCONTINUITIES

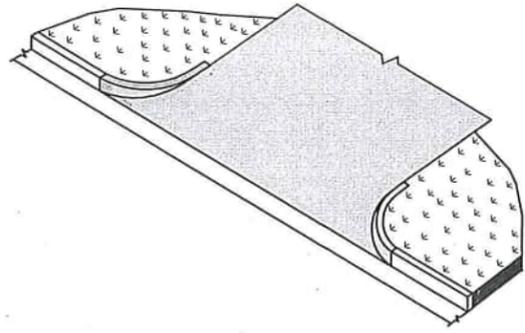
VERTICAL SURFACE DISCONTINUITIES MUST BE BEVELED TO A HEIGHT NOT GREATER THAN 1/4 INCH. THE BEVEL MUST BE THE ENTIRE WIDTH OF THE DISCONTINUITY



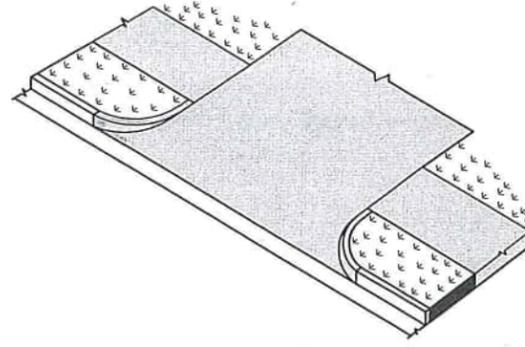
5' PASSING SPACE FOR 4' WIDE SIDEWALK

SECTION A

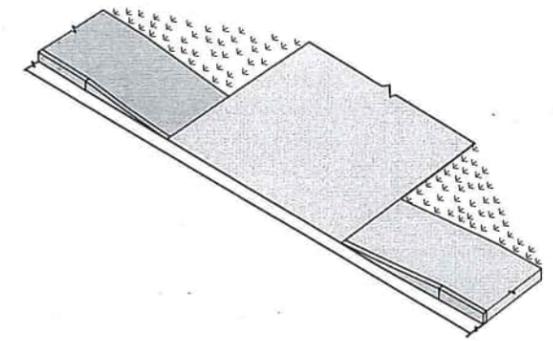
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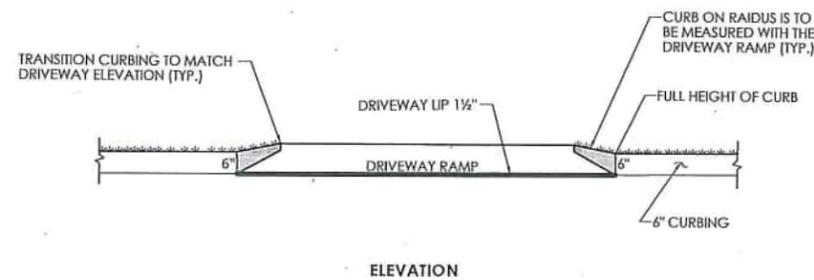
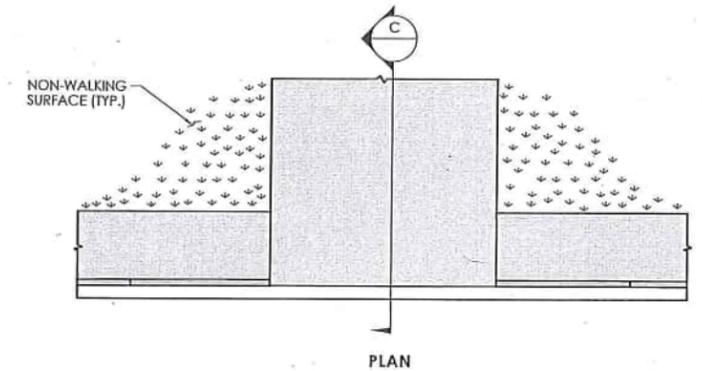
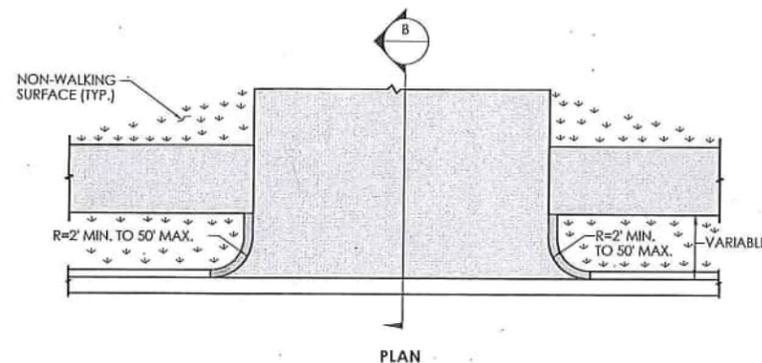
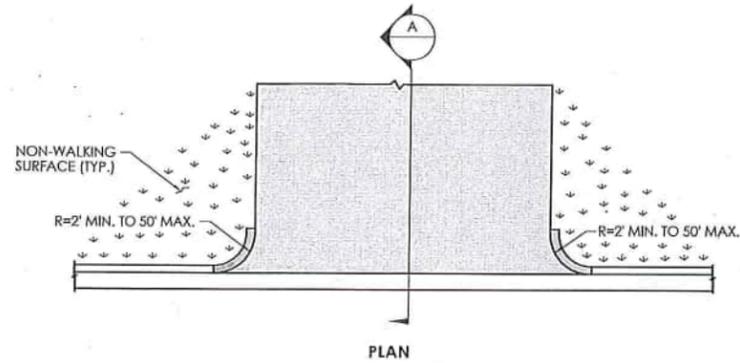
BITUMINOUS CONCRETE DRIVEWAY



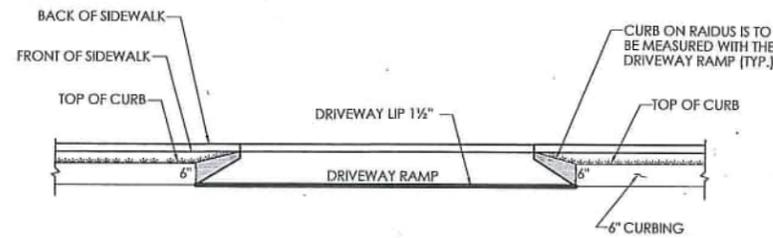
BITUMINOUS CONCRETE DRIVEWAY WITH A PEDESTRIAN SIDEWALK SETBACK



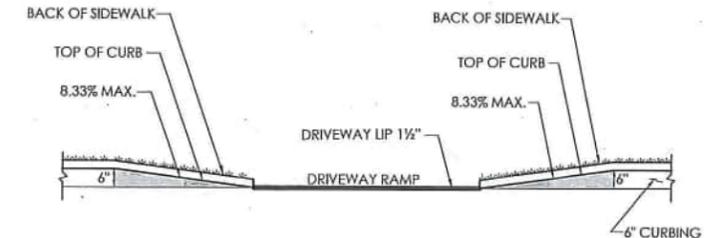
BITUMINOUS CONCRETE DRIVEWAY WITH PEDESTRIAN SIDEWALK AT THE CURB



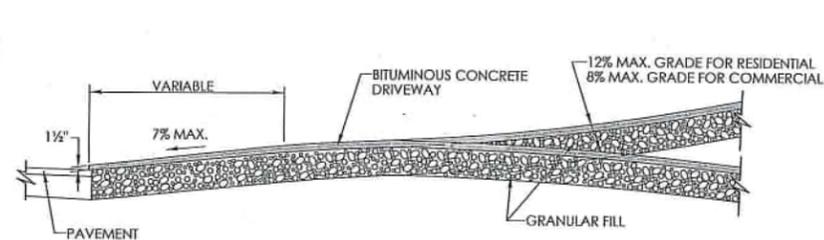
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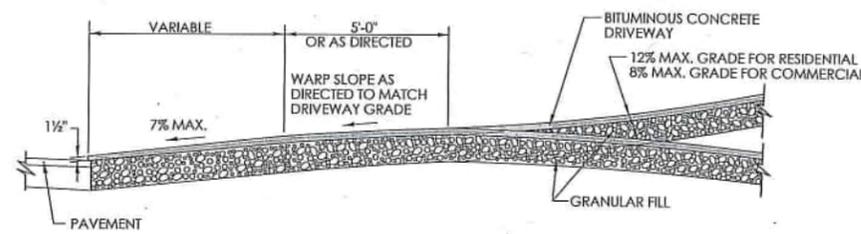
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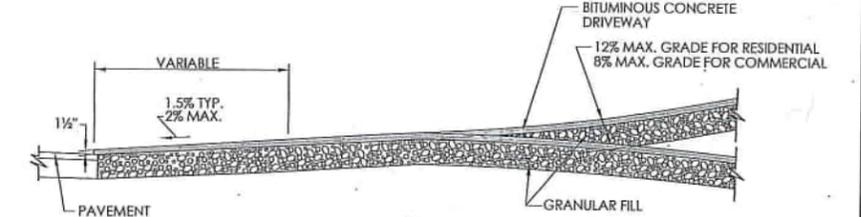
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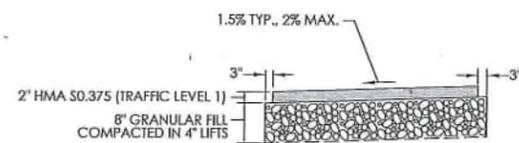
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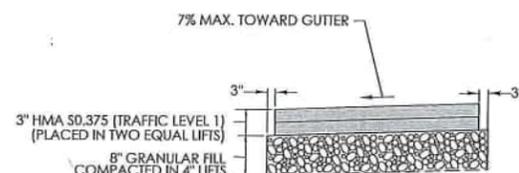
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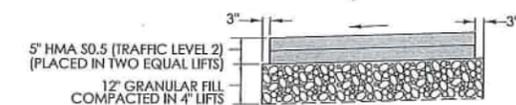
SECTION C



BITUMINOUS CONCRETE SIDEWALK



BITUMINOUS CONCRETE DRIVEWAY



COMMERCIAL BITUMINOUS CONCRETE DRIVEWAY

NOT TO SCALE

SIGNATURE BLOCK:
OFFICE OF ENGINEERING
2800 BERLIN TURNPIKE
NEWINGTON, CT 06111

SUBMITTED BY:
Digitally signed by
Leo Fontaine, P.E.
Date: 2022.09.27
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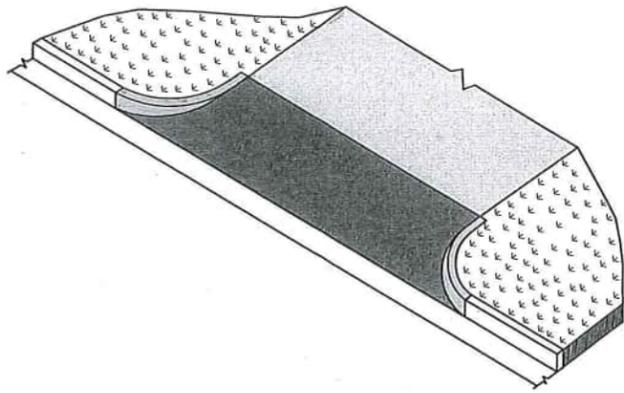
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Date: 2022.11.08
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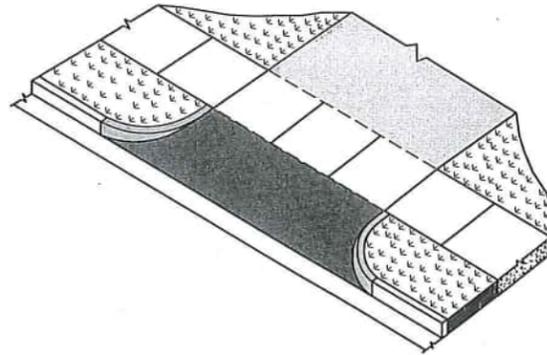
CTDOT
STANDARD SHEET

STANDARD SHEET TITLE:
BITUMINOUS CONCRETE SIDEWALK AND
BITUMINOUS CONCRETE DRIVEWAY

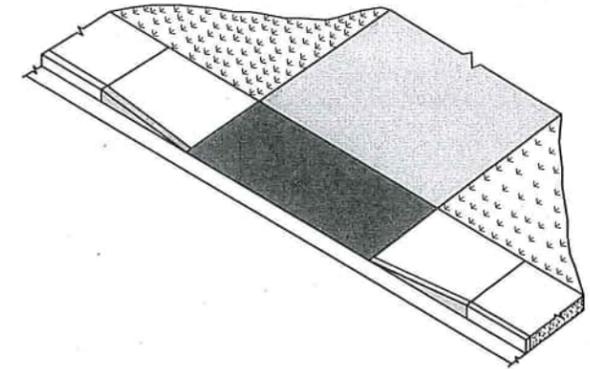
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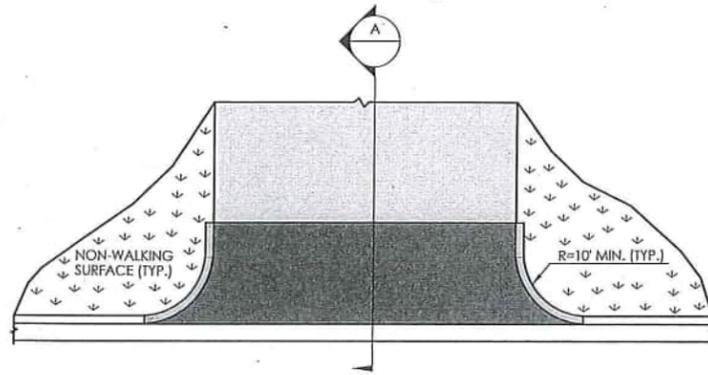
CONCRETE DRIVEWAY RAMP



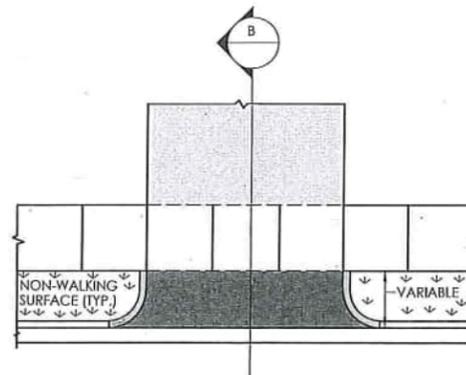
CONCRETE DRIVEWAY RAMP WITH A PEDESTRIAN SIDEWALK SETBACK



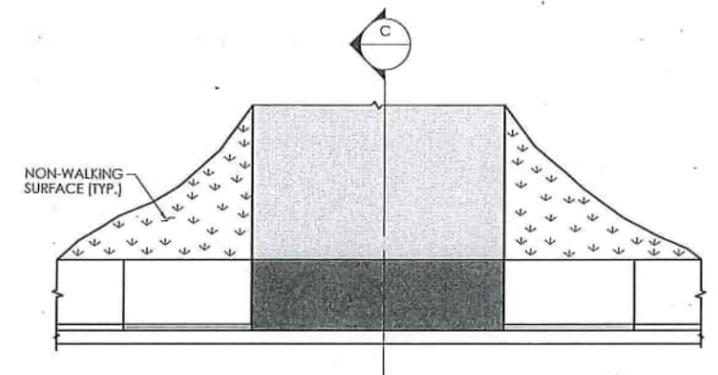
CONCRETE DRIVEWAY RAMP WITH PEDESTRIAN SIDEWALK AT THE CURB



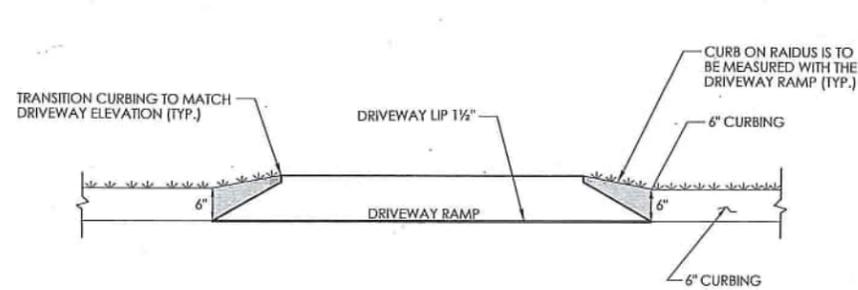
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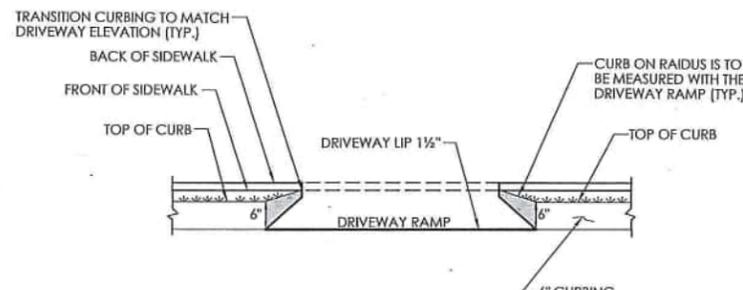
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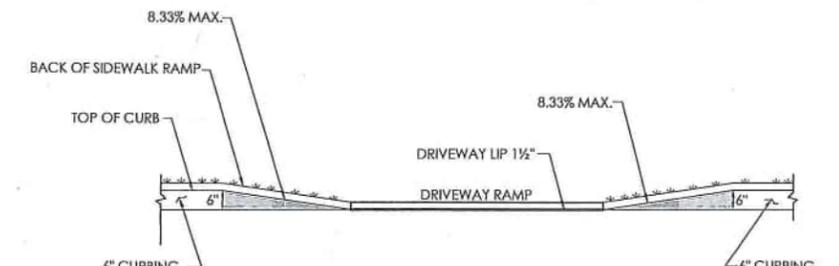
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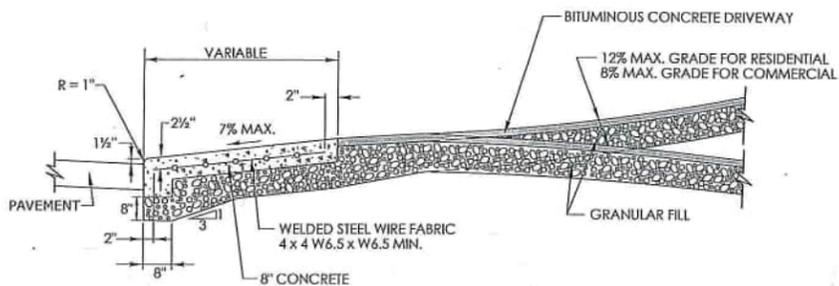
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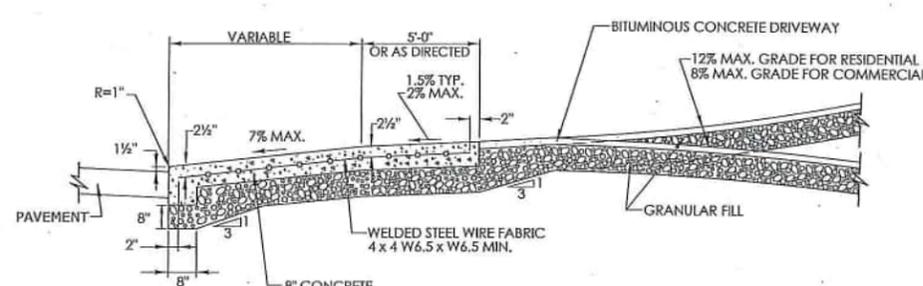
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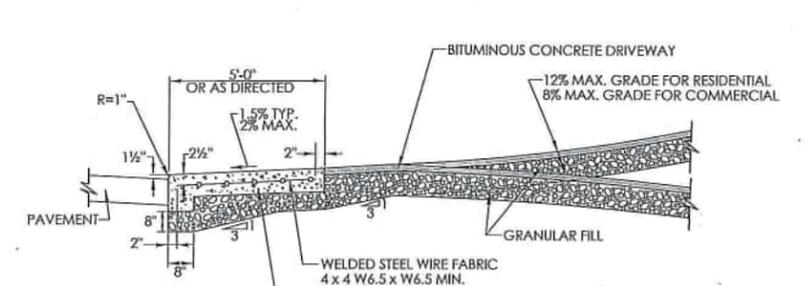
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SECTION A



SECTION B



SECTION C

NOT TO SCALE

SIGNATURE BLOCK:
OFFICE OF ENGINEERING
2800 BERLIN TURNPIKE
NEWINGTON, CT 06111

SUBMITTED BY:
Digitally signed by
Leo Fontana, P.E.
Date: 2022.10.05
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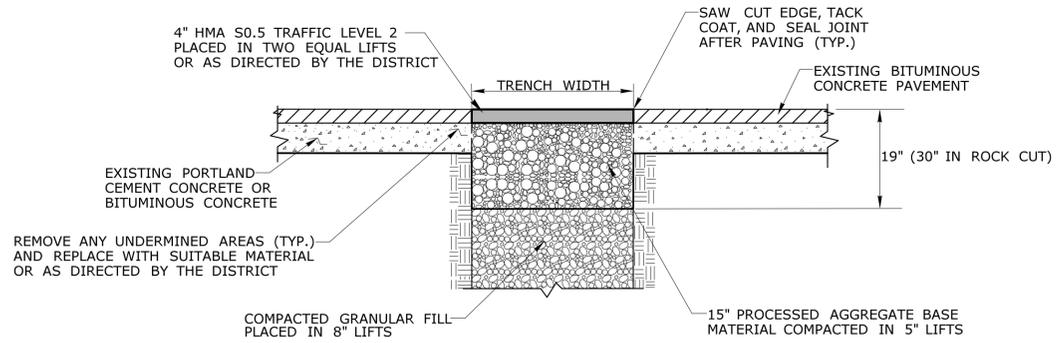
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Michael J. Calabrese,
Michael
Date: 2022.11.09
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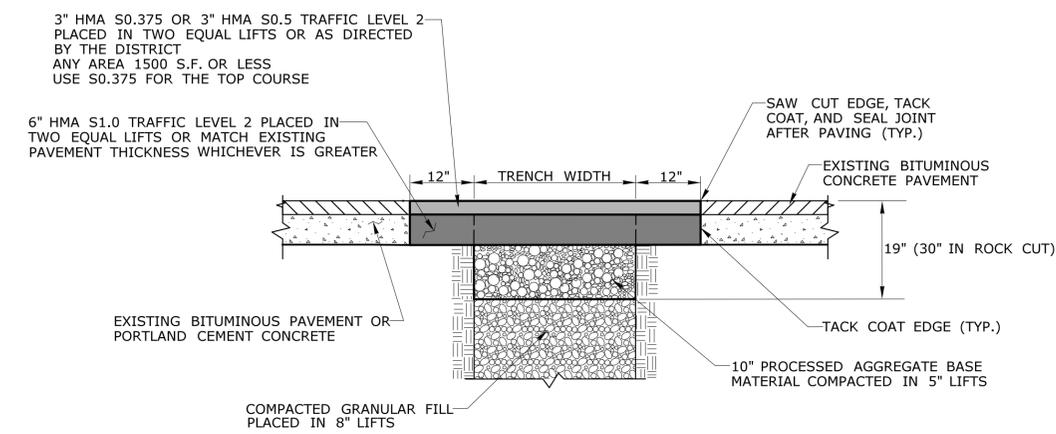
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STANDARD SHEET

STANDARD SHEET TITLE:
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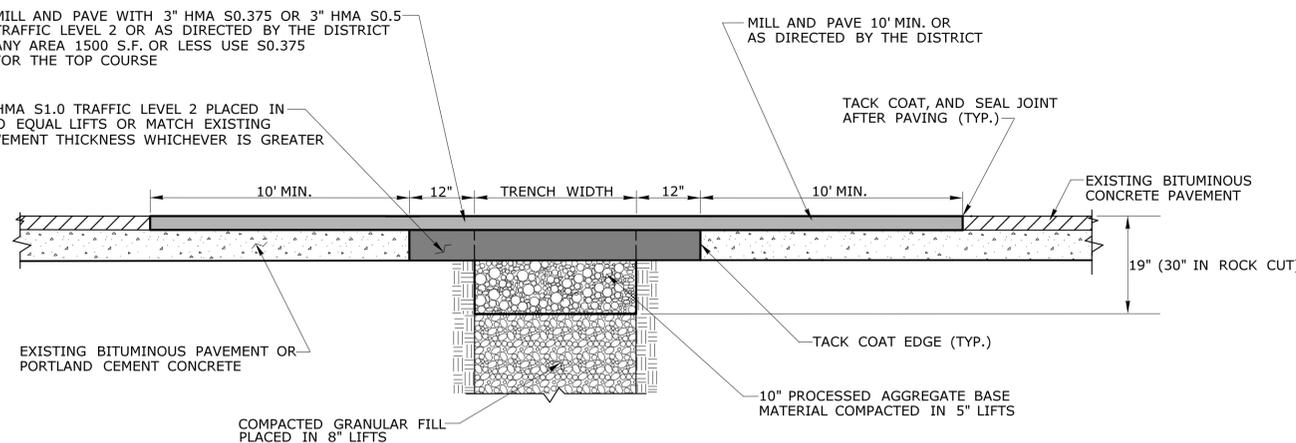
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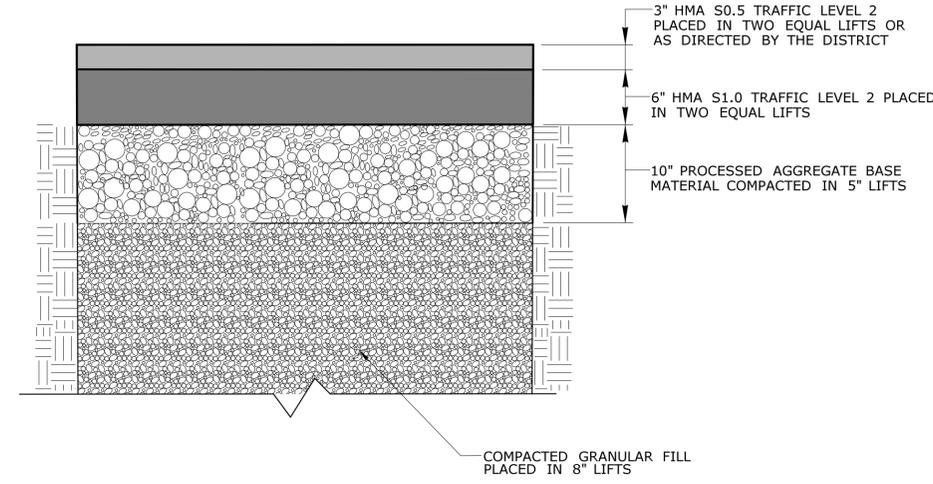
TEMPORARY PAVEMENT REPAIR FOR TRENCH THROUGH OVERLAID PORTLAND CEMENT CONCRETE OR BITUMINOUS CONCRETE PAVEMENT



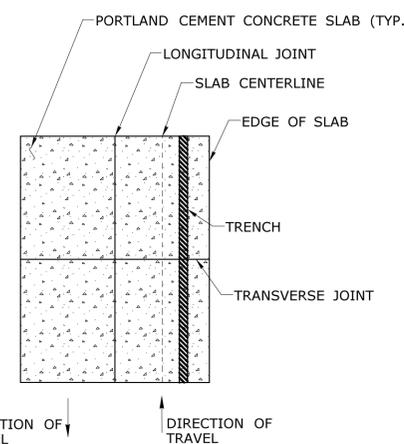
PERMANENT PAVEMENT REPAIR WITHOUT MILLING - THROUGH PORTLAND CEMENT CONCRETE OR BITUMINOUS CONCRETE PAVEMENT



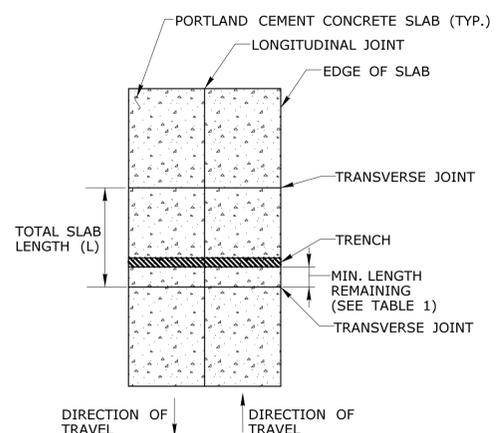
PERMANENT PAVEMENT REPAIR WITH MILLING



ROADWAY PROFILE



LONGITUDINAL TRENCHING FOR JOINTED CONCRETE PAVEMENT (SEE NOTE 1)



TRANSVERSE TRENCHING FOR JOINTED CONCRETE PAVEMENT (SEE NOTE 2)

GENERAL NOTES:

1. LONGITUDINAL TRENCHING FOR JOINTED CONCRETE PAVEMENT:
 - A. IF THE LONGITUDINAL TRENCH FALLS BETWEEN THE SLAB CENTERLINE AND THE EDGE OF SLAB, REMOVE CONCRETE AND BITUMINOUS CONCRETE PAVEMENT FROM THE TRENCH EDGE TO THE EDGE OF ROAD. IF THE LONGITUDINAL TRENCH FALLS BETWEEN THE LONGITUDINAL JOINT AND THE SLAB CENTERLINE, REMOVE THE ENTIRE CONCRETE SLAB AND BITUMINOUS CONCRETE PAVEMENT TO THE EDGE OF ROAD. IN EITHER CASE REBUILD WITH THE FOLLOWING:
 - a. PLACE HMA S1.0 TRAFFIC LEVEL 2 IN TWO EQUAL 4" - 5" LIFTS TO MATCH EXISTING CONCRETE PAVEMENT THICKNESS.
 - b. PLACE HMA S0.5 TRAFFIC LEVEL 2 IN 2" - 3" LIFTS TO MATCH EXISTING BITUMINOUS CONCRETE PAVEMENT THICKNESS, WITH THE FINAL LIFT BEING 2"
2. TRANSVERSE TRENCHING FOR JOINTED CONCRETE PAVEMENT:

TABLE 1	
TOTAL SLAB LENGTH (L)	MIN. LENGTH REMAINING
40' OR LONGER	1/4 L
15' - 40'	10'
15' OR SHORTER	REBUILD TO NEAREST JOINT

 - A. FOR TRANSVERSE TRENCHES, THE MINIMUM SLAB LENGTH AS SHOWN IN TABLE 1 SHALL BE LEFT IN PLACE TO THE NEAREST TRANSVERSE JOINT. IF THIS CRITERIA CANNOT BE MET, THE EXISTING SLAB AREA FROM THE TRENCH EDGE TO THE NEAREST TRANSVERSE JOINT SHALL BE REMOVED AND REBUILT AS FOLLOWS:
 - a. PLACE HMA S1.0 TRAFFIC LEVEL 2 IN TWO EQUAL 4" - 5" LIFTS TO MATCH EXISTING CONCRETE PAVEMENT THICKNESS.
 - b. PLACE HMA S0.5 TRAFFIC LEVEL 2 IN 2" - 3" LIFTS TO MATCH EXISTING BITUMINOUS CONCRETE PAVEMENT THICKNESS, WITH THE FINAL LIFT BEING 2"