

# **PROJECT MANUAL**

**February 6, 2024**

**East Hartford Public Schools Bid #1859-24**

**High School Softball Field Renovations**

**869 Forbes Street**

**East Hartford, CT 06108**

**Mr. James Rovezzi**

**East Hartford Public Schools Facilities Department**

**734 Tolland Street**

**East Hartford, CT 06108**

## **Architect**

**Barton & Loguidice, LLC**

**41 Sequin Drive**

**Glastonbury, CT 06033**

**East Hartford Public Schools**  
**East Hartford High School Softball Field Renovations**

**869 Forbes Street**

**East Hartford, CT 06108**

**Project Manual**

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**East Hartford Public Schools Facilities Department**

**James Rovezzi, Acting Director of Facilities**



**East  
Hartford  
Public  
Schools**

*"Schools that are the Pride of our Community"*

*Thomas Anderson, Superintendent of Schools*

*James Rovezzi, Acting Director of Facilities*

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## **Invitation to Bid # 1859-24 East Hartford High School Softball Field Renovations**

East Hartford Public Schools (EHPS) seeks improvements to an existing softball field. The work includes but is not limited to the removal of existing topsoil and fill materials from fields at the East Hartford High school and the installation of a softball field. Materials will be excavated and stockpiled for re-use as appropriate. Additional fill and topsoil will be brought to the site and placed after excavation of existing material. Additional materials to be furnished and installed include a sand and clay/silt infield material mix, a chain link backstop, bituminous concrete walkway, seeding and establishment of grass for the field. In addition, the contractor shall be responsible for maintaining overall site conditions, installing and maintaining erosion control measures, installing the softball field, restoration of the site, and other work as indicated in the drawings. The work location is at East Hartford High School, located at 869 Forbes Street, East Hartford, CT 06108.

**Bids should be addressed as follows:**

East Hartford Public Schools, Dept. of Facilities  
Jim Rovezzi, Acting Director of Facilities  
734 Tolland St.  
East Hartford, CT 06108

***Bids must be plainly marked in the lower left-hand corner of the envelope as follows:***

**BID NUMBER:** 1859- 24  
**BID NAME:** East Hartford High School Softball Field Renovations  
**OPENING DATE:** 04/03/2024  
**OPENING TIME:** 12:00 pm

***A mandatory pre-bid conference will be held on Thursday, March 14, 2024 at 10:00 a.m. outside at the entrance to the Sports Field Complex located in the rear of East Hartford High School, 869 Forbes Street, East Hartford, CT 06108. Contractors are encouraged to participate in the site visit to view existing conditions. This will be the only opportunity to view the jobsite.***

Questions related to this ITB must be submitted via e-mail to [rovezzi.jl@easthartford.org](mailto:rovezzi.jl@easthartford.org) no later than **4:00 pm on Tuesday, March 19, 2024**

Any addendum's, if necessary, will be published on the East Hartford Public Schools website by **Friday, March 22, 2024**

Bids must be received in the East Hartford Public Schools Department of Facilities office at 734 Tolland St, East Hartford, CT 06108 no later than **12 P.M. Wednesday, April 3, 2024.**

cc: Thomas Anderson, Superintendent of Schools  
James Rovezzi, Acting Director of Facilities



## INVITATION TO BID INSTRUCTIONS AND REQUIREMENTS

These instructions and requirements are standard for all Invitation to Bids issued by East Hartford Public Schools. East Hartford Public Schools may delete, supersede or modify any of these standard instructions for a particular Invitation to Bid. The Invitation to Bid package will describe additional or modified instructions if needed.

1. Bid must be signed by an authorized representative of the respondent with the authority to bind the respondent to the terms of the bid and with the acknowledgment that the bid is made with full knowledge of and agreement with the general specifications, conditions and requirements of this Invitation to Bid.
2. Submit Bid package in a sealed envelope marked with the vendor's name and address in the upper left-hand corner. Bid number, name, opening date and opening time must be marked in the lower left-hand corner.
3. Bids received later than date and time specified will not be considered. Amendments to, or withdrawals of, Bids received later than the date and time set for Bid opening will not be considered.
4. After the opening of the Bid, no Bid can be withdrawn for a period of ninety (90) days.
5. The right is reserved to purchase either by option or the total of options indicated, split awards and act as it seems in the best interest of the East Hartford Public Schools.
6. It is the vendor's responsibility to check the East Hartford Public School website AND the State DAS website for changes to the Invitation to Bid prior to the bid opening. The bidder will be held to the bid and all addenda.
7. East Hartford Public Schools does not illegally discriminate on the basis of sex, sexual orientation, race, religion, national origin, color, creed, ancestry, age, gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), marital status, familial status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances.
8. East Hartford Public Schools reserves the right to waive any formalities in Bids received; to reject any and all Bids, to waive technical defects and to make such award, including accepting a Bid, although not the low bid, as it deems to be in the best interest of the East Hartford Public Schools.
9. East Hartford Public Schools may withhold acceptances of work and payment thereof when it is determined that said work or materials do not meet the specified requirements. Payment will

not be made until corrections are made which are acceptable to the East Hartford Public Schools officials and/or their authorized agent

10. East Hartford Public Schools may make such investigation as deemed necessary to determine the ability of the bidder to discharge his contract. The bidder shall furnish the East Hartford Public Schools with all such information and data including references of similar projects conducted for other school systems as may be required for that purpose. East Hartford Public Schools reserves the right to reject any Bid if the bidder fails to satisfactorily convince the East Hartford Public Schools that he/she is properly qualified by experience and has the facilities to carry out the obligations of the contract and to satisfactorily complete the work called for herein. Conditional Bids will not be accepted.
11. Specifications cannot be relieved by anyone other than an assigned agent for East Hartford Public Schools. All changes must be in writing, signed by agent.
12. The successful Bidder will be required to provide proof of insurance as outlined in the "Indemnification and Insurance Requirements for Construction, Professional, or Labor Services" form included with the Invitation to Bid and submit a signed and notarized copy of the Indemnification section on of the form. No modifications may be made to the Indemnification form.
13. All prices must be F.O.B. delivered unless otherwise specified.
14. The East Hartford Board of Education will not award a bid to any bidder who owes delinquent tax to the Town of East Hartford. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation which the Bidder owns an interest in is delinquent in tax obligations to the Town. Verification will be made prior to award.
15. Any contract or agreement entered into as a result of this ITB process that spans multiple fiscal years shall contain the following "funding out" or "non-appropriation" clause:  
East Hartford Public Schools/East Hartford Board of Education (EHPS) reserves the right to terminate this agreement/contract, without penalty, at the end of each fiscal year in the event a funding source relied upon to pay the cost of the agreement/contract does not contain an allocation for the services and/or products contained in this agreement/contract. EHPS will provide notice of termination at least sixty (60) days prior to the end of the fiscal year.
16. Liquidated Damages: If the Contractor neglects, fails or refuses to achieve substantial completion of work by the substantial completion date in the executed construction contract, and such delay is not otherwise excused under this contract, then the Contractor shall agree to pay the Owner a liquidated damage for breach of contract in the amount of \$250.00 each and every calendar day that the Contractor shall be in default of the project work.



**East  
Hartford  
Public  
Schools**

## East Hartford Board of Education



### INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES

#### A. INDEMNIFICATION

***BIDDERS AND PROPOSERS ARE REQUIRED TO AGREE TO THE FOLLOWING INDEMNIFICATION LANGUAGE BY NOTARIZING BELOW***

To the fullest extent permitted by law, THE AWARDED BIDDER/PROPOSER agrees on behalf of itself and its successors and assigns, covenants and agrees at its sole cost and expense, to protect, defend, indemnify, release and hold the East Hartford Board of Education, Town of East Hartford, its agents, servants, officials, employees, volunteers and members of its boards and commissions (Collectively the “Board and Town of East Hartford”), harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against the Board and Town of East Hartford by reason of bodily injury, personal injury, death, or property damage of whatsoever kind or nature, to any individuals or parties (including, but not limited to the Board and Town of East Hartford, the Awarded Bidder/Proposer, or any other third party) arising out of or resulting from, or alleged to arise out of or arise from Awarded Bidder’s/Proposer’s performance of its work under the contract, but only to the extent such Losses are attributable to the negligent or intentional act, error or omission of the Awarded Bidder/Proposer or any person or organization employed or engaged by Awarded Bidder/Proposer to perform all or any part of the contract. The term “Losses” includes any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including, but not limited to, strict liabilities), obligations, debts, fines, penalties, charges, amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys’ fees, expert’s fees, and investigation costs, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards.

Upon written request by the Board and Town of East Hartford, the Awarded Bidder/Proposer shall defend and provide legal representation to the Board and Town of East Hartford with respect to any of the matters referenced above. Notwithstanding the foregoing, the Board and Town of East Hartford may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of the Board and Town of East Hartford, its attorneys shall control the resolution of such matters. Upon demand, the Awarded Bidder/Proposer shall pay or, in the sole and absolute discretion of the Board and Town of East Hartford, reimburse, the Board and Town of East Hartford for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

**THE BOARD and TOWN OF EAST HARTFORD WILL NOT AGREE TO INDEMNIFY THE AWARDED BIDDER/PROPOSER; SUBCONTRACTOR(S); OR INDEPENDENT CONTRACTOR(S)**

STATE OF CONNECTICUT  
COUNTY OF:

Signature \_\_\_\_\_

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

Company Name: \_\_\_\_\_

SEAL HERE:

Address: \_\_\_\_\_

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

Subscribes and Sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Notary Public \_\_\_\_\_

East Hartford Board of Education

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR  
CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES  
(cont'd)

B. INSURANCE

***NOTE: CERTIFICATE OF INSURANCE WILL BE REQUIRED UPON AWARD AND PRIOR TO START OF WORK OR ISSUANCE OF PURCHASE ORDER***

1. GENERAL REQUIREMENTS

The AWARDED BIDDER/PROPOSER shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the AWARDED BIDDER/PROPOSER'S obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Board and Town of East Hartford Additional Insured: The East Hartford Board of Education and the Town of East Hartford, its officials, employees, volunteers, boards and commissions and State of Connecticut must be included as an Additional Insured on the AWARDED BIDDER/PROPOSER'S Insurance Policies (except Workers' Compensation and Professional Errors & Omissions). Evidence of this must be provided upon inception of this contract and upon renewal of insurance by the AWARDED BIDDER/PROPOSER to the Board and Town of East Hartford in the form of language on a Certificate of Insurance as well as a policy endorsement.

The AWARDED BIDDER/PROPOSER shall provide the Board and Town of East Hartford with a Certificate(s) of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Board and Town of East Hartford written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the AWARDED BIDDER/PROPOSER'S responsibility under this contract. Failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract.

2. SPECIFIC REQUIREMENTS:

a) Commercial General Liability Insurance

The AWARDED BIDDER/PROPOSER shall carry Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 0001 04/2013). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal & Advertising Injury, Blanket Contractual, Independent Contractor's, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). Any deviations from the standard endorsed form will be noted on the Certificate of Insurance.

Type of Coverage:	Occurrence Basis
<b>Minimum</b> Amount of Coverage:	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Policy Period:	Annual Policy

East Hartford Board of Education

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR  
CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES  
(cont'd)

b) Workers' Compensation and Employer's Liability Insurance

The AWARDED BIDDER/PROPOSER shall provide Statutory Workers' Compensation Insurance as required by the State of Connecticut, including Employer's Liability.

Amount of Coverage: Coverage A:	Statutory
Coverage B (Employer Liability):	\$500,000 Each Accident
	\$500,000 Disease, Policy Limit
	\$500,000 Disease, Each Employee

c) Commercial Automobile Liability Insurance

The AWARDED BIDDER/PROPOSER shall carry Commercial Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage should be provided by Insurance Services Office form for Commercial Auto Coverage (CA CA0001 10/2013) or equivalent. "Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage:	Occurrence Basis
<b>Minimum</b> Amount of Coverage:	\$1,000,000 combined single limit
Policy Period:	Annual Policy

d) Umbrella Liability Insurance

The AWARDED BIDDER shall carry an umbrella liability insurance policy of **\$5,000,000**.

3. PROFESSIONAL SERVICE CONTRACTOR REQUIRMENTS

(e.g., Architects, Engineers, et al.)

The AWARDED BIDDER/PROPOSER shall carry Errors & Omissions coverage in the **minimum** amount \$1,000,000 per claim/\$1,000,000 annual aggregate for all professional services contracts. If the insurance coverage is written on a Claims-Made basis, an extended reporting period of at least 3 years after substantial completion of the project is required. Increased coverage limits may be required based on the scope, price and duration of the work to be performed. The East Hartford Board of Education or Town of East Hartford will inform the **AWARDED BIDDER/PROPOSER** as to the required limits for this insurance as soon as practicable, and has sole discretion of the limits to be required.



East Hartford Board of Education

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR  
CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES  
(cont'd)

4. SUBCONTRACTOR REQUIREMENTS:

The AWARDED BIDDER/PROPOSER shall require all subcontractors and independent contractors to carry the coverages set forth in section B. INSURANCE and will obtain appropriate Certificates of Insurance before the subcontractors and independent contractors are permitted to begin work.

The AWARDED BIDDER/PROPOSER shall require that East Hartford Board of Education and The Town of East Hartford, its officials, employees, volunteers, boards and commissions be included as an Additional Insured on all subcontractors and independent contractors' insurance (except Workers' Compensation and Professional Errors & Omissions) before permitted to begin work.

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

**THE EAST HARTFORD BOARD OF EDUCATION OR TOWN OF EAST HARTFORD  
RESERVES THE RIGHT TO AMEND THE AMOUNTS OF COVERAGE REQUIRED AND  
TYPE OF COVERAGE PROVIDED BASED ON THE FINAL AGREED UPON SCOPE OF  
SERVICES**

5. Hold Harmless Agreement:

The "Hold Harmless" Indemnification endorsement of the insurance shall include the interest of the The East Hartford Board of Education and the Town of East Hartford, its officials, employees, volunteers, boards and commissions and State of Connecticut must be named. The Contractor and Subcontractors and other interests shall be so named.



## AFFIRMATIVE ACTION / EQUAL OPPORTUNITY POLICY STATEMENT

East Hartford Public Schools is an Equal Opportunity Employer and will not transact business with firms that are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

This form is required to be filled in (enter company name above lines below), signed and returned with any Invitation to Bid, Request for Proposal, or other public solicitation document in order to transact any business with East Hartford Public Schools.

\_\_\_\_\_ will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability (including pregnancy), genetic information, veteran status or gender identity or expression, except in the case of a bona fide occupational qualification.

It is the policy of \_\_\_\_\_ that any form of discrimination or harassment on the basis of race, religion, color, national origin, alienage, sex, sexual orientation, marital status, age, disability (including pregnancy), genetic information, veteran status or gender identity or expression, or any other basis prohibited by state or federal law is prohibited.

\_\_\_\_\_ will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

\_\_\_\_\_ will remain in full compliance with the above while under contract with or performing work for East Hartford Public Schools.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name/Title of Company Officer

\_\_\_\_\_  
Date

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

Business Address

\_\_\_\_\_  
Phone



## Invitation to Bid# 1859-24 **East Hartford High School Softball Field Renovations**

### **Background**

East Hartford Public Schools (EHPS) seeks improvements to an existing softball field. The work includes but is not limited, to the removal of existing topsoil and fill materials from fields at the East Hartford High school and the installation of a softball field. Materials will be excavated and stockpiled for re-use as appropriate. Additional fill and topsoil will be brought to the site and placed after excavation of existing material. Additional materials to be furnished and installed include a sand and clay/silt infield material mix, a chain link backstop, bituminous concrete walkway, seeding and establishment of grass for the field. In addition, the contractor shall be responsible for maintaining overall site conditions, installing and maintaining erosion control measures, installing the softball field, restoration of the site, and other work as indicated in the drawings. The work location is at East Hartford High School, located at 869 Forbes Street, East Hartford, CT 06108.

Bid documents for this project consist of the following:

- Technical Specifications dated **February 6, 2024** containing specifications developed by Barton & Loguidice, Architects LLC.
- Design Drawings dated **February 6, 2024** by Barton & Loguidice, Architects LLC.
- AIA Document A104- 2017 “Standard Abbreviated form of Agreement Between Owner and Contractor” **\*\*SAMPLE\*\***
- Commission on Human Rights and Opportunities Contract Compliance Regulations
- Connecticut Department of Labor Prevailing Wage Rates

*Note:* This project is administered by the Department of Economic & Community Development (DECD) and is subject to all applicable requirements.

Fixed price bids will be for a “Turn-Key” project consisting of all aspects of renovations to the Softball Field per the Technical Specifications and Design Drawings.

***A mandatory pre-bid conference will be held on Thursday March 14, 2024 at 10:00 a.m. outside at the entrance to the Sports Field Complex located in the rear of East Hartford High School, 869 Forbes Street, East Hartford, CT 06108.*** Contractors are encouraged to participate in the site visit to view existing conditions. **This will be the only opportunity to view the jobsite.**

Questions related to this ITB must be submitted via e-mail to [rovezzi.jl@easthartford.org](mailto:rovezzi.jl@easthartford.org) no later than **4:00 pm on Tuesday, March 19, 2024**

Any addendums, if necessary, will be published on the East Hartford Public Schools website and State of CT/DAS site by **Friday, March 22, 2024**

Bids must be received in the East Hartford Public Schools Department of Facilities office at 734 Tolland St, East Hartford, CT 06108 no later than **12 P.M. Wednesday, April 3, 2024.**

## **Scope**

- Contractor will reference the following construction documents developed by Barton & Loguidice Architects, L.L.C for the East Hartford High School Soccer Field Renovations:
  - 1.) Design Drawings dated February 6, 2024
  - 2.) Technical Specifications dated February 6, 2024

## **Bid Proposals: Contractors must provide the following in their bid package for consideration**

### **or will be disqualified if any of the required information is omitted or incomplete:**

1. Describe at least (3) examples of completed projects of a similar size and scope to this project, and provide a reference (Name, Organization, Phone Number) on the form for each.
2. Pricing submitted using "Appendix A- Pricing"
3. Bid Bond of 10%
4. Completed required submittal forms as outlined in this Invitation to Bid
5. Signed and completed copy of the "CHRO Contract Compliance Regulations Notifications to Bidders" form.
6. All Addendums (if any) signed acknowledgment page.
7. Two (2) Sets of Bid Packet ((1) original and (1) unbound/unstapled copy (for scanning purposes)

## **Other Considerations**

- **Construction will begin on June 11, 2024 (Start Date unless last day of school is pushed back due to unforeseen reason(s) and must be completed by September 30, 2023.**
- **Contractor will provide and install a job sign posted on site to comply with DECD signage**
- **This contract will commence upon the date of official award to the contractor.** This will allow for pre-construction activities (prior to actual start date of construction) to take place such as ordering of materials, etc.
- Work authorized under any contract executed as a result of this Invitation to Bid is expected to reach the thresholds requiring prevailing wages, so contractors should bid using prevailing wage rates supplied in this Invitation to Bid.
- CHRO Compliance Language (Also see related document located in the bid packet):

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

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

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

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

### **Other Considerations (cont'd)**

- AIA Document A104- 2017 “Standard Abbreviated form of Agreement Between Owner and Contractor” will form the basis of the contract between EHPS and the contractor.
- Payment Procedure- Certified payment applications received by the **15<sup>th</sup>** of the month will be paid by the **15<sup>th</sup>** of the following month. If received on the above schedule, payment will be made within 30 days of receipt. Retainage will be **5%**. These figures will be added to sections 4.1.3 and 4.1.4 of the resulting AIA A104 contract.
- Contractors and all subcontractors must be properly licensed by the State of Connecticut.
- A Bid Bond in the amount of 10% of the contract value must be supplied with all bids in order to be considered.
- Payment (Labor and Materials) and Performance Bonds will be required by the contractor for the full contract amount upon award.
- East Hartford Public Schools are exempt from Connecticut Sales Tax. Do not include sales tax in any pricing submitted.

### **Selection Process**

The lowest cost qualified, responsive and responsible contractor will be selected.

This means the bidder whose bid is the lowest of

those bidders possessing the skill, ability and integrity necessary to faithfully

perform the work. East Hartford Public Schools reserves the right to reject any

or all bids.

## **PROJECT REFERENCES**

In the interest of securing competent contractors, we are requiring the following information be provided with your Bid Proposal. Failure to provide this information may jeopardize your firm being awarded this project.

Please provide three references for **Site Work** projects of **similar size and scope to this project**:

### **Project #1**

Project Name: \_\_\_\_\_  
Customer Name/Organization/Phone Number#: \_\_\_\_\_  
Date Project Completed: \_\_\_\_\_

Description of Project:

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### **Project #2**

Project Name: \_\_\_\_\_  
Customer Name/Organization/Phone Number#: \_\_\_\_\_  
Date Project Completed: \_\_\_\_\_

Description of Project:

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### **Project #3**

Project Name: \_\_\_\_\_  
Customer Name/Organization/Phone Number#: \_\_\_\_\_  
Date Project Completed: \_\_\_\_\_

Description of Project:

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Please provide confirmation of DAS Certification

DAS Certified Confirmation: \_\_\_\_\_

**Appendix A- Pricing**  
**Invitation to Bid # 1859-24**  
**East Hartford High School Soccer Field Renovations**

1. Lump sum cost for all project activities as specified in the Technical Specifications and Design Drawings for the Softball Field dated **February 6, 2024**, developed by Barton & Loguidice, LLC.

= \$ \_\_\_\_\_

2. Change Order Overhead and Profit Stipulation:

- a. The maximum allowable Overhead and Profit markup on any change order for work directly performed by the prime contractor is 10% over direct labor/material costs.

If bidder is offering a lower OH&P markup, list here: \_\_\_\_\_%

- a. The maximum allowable Overhead and Profit markup on any change order for work performed by a SUB CONTRACTOR of prime contractor is 10% over direct labor/material costs of the SUBCONTRACTOR, plus 5% of the total cost for the prime contractor (pass- thru). If bidder is offering a lower OH&P markup, list here: Subcontractor \_\_\_\_\_% + Prime Contractor (pass-thru) \_\_\_\_\_%.

SUBMITTED BY:

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

Vendor: \_\_\_\_\_ Contact Person \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

Collector verification

No delinquent taxes owed by the awarded bidder to the Town of East Hartford \_\_\_\_\_



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

(Revised 09/3/15)

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

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

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

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

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**INSTRUCTIONS AND OTHER INFORMATION**

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART I - Bidder Information**

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

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

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

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

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

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

Yes\_\_ No\_\_

**PART IV - Bidder Employment Information**

Date:

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

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

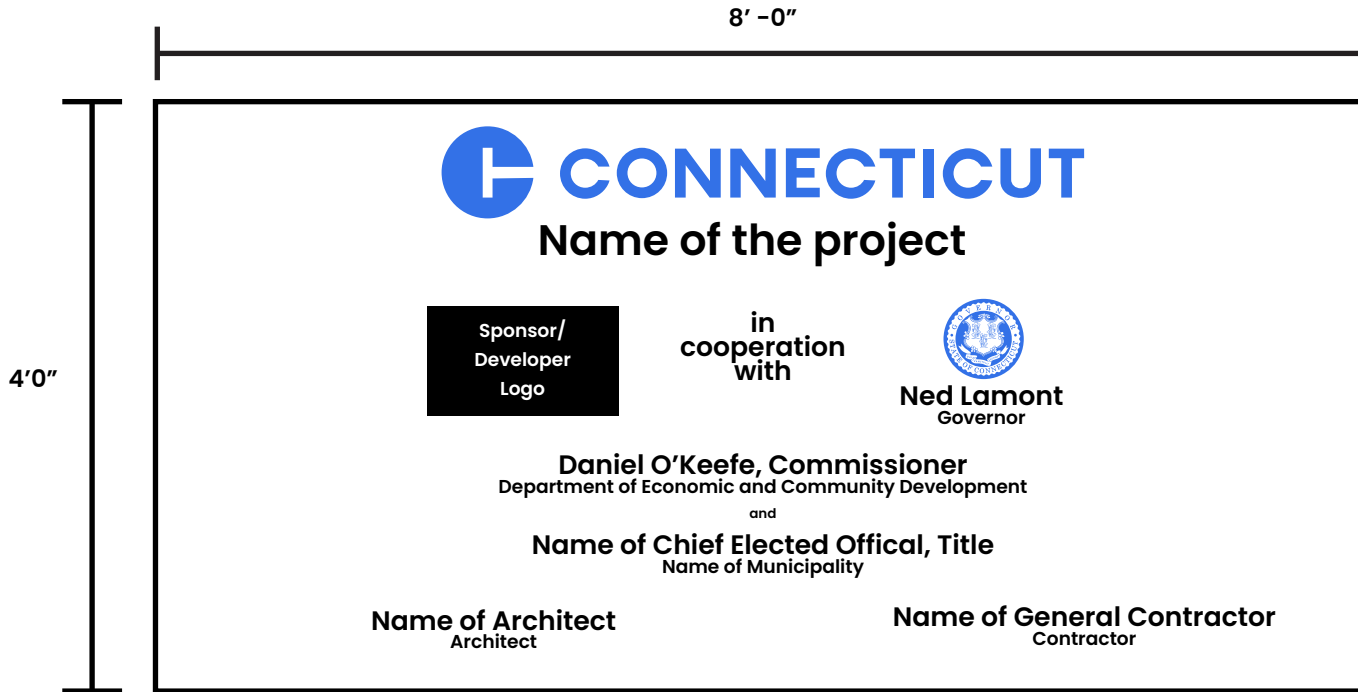
1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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Department of Economic and Community Development  
Project Sign



**Sign Panel**

3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE

**Colors**

ALL LETTERS AND SYMBOLS ARE TO BE BLACK. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK

**Typeface**

POPPINS SEMI-BOLD. NAME OF PROJECT IS TO BE BIGGER THAN ANY NAMES. TITLES OF LEADERS IS TO BE SMALLER THAN THEIR NAMES. FONT IS ATTACHED.

**Colors**

ALL LETTERS AND SYMBOLS ARE TO BE BLACK. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK

**Location**

SIGN MUST BE LOCATED WHERE IT IS CLEARLY VISIBLE TO THE PUBLIC

**Timing**

INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION

**State & Governor Logo**

ATTACHED



# AIA<sup>®</sup> Document A104<sup>™</sup> – 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

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)

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

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.

Init.

## TABLE OF ARTICLES

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

### EXHIBIT A DETERMINATION OF THE COST OF THE WORK

#### ARTICLE 1 THE WORK OF THIS CONTRACT

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

#### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by 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.

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

### § 2.3 Substantial Completion

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

(Check the appropriate box and complete the necessary information.)

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date:

§ 2.3.2 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**

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

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

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

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

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

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

**§ 3.2.2** Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
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**§ 3.2.3** Allowances, if any, included in the stipulated sum:

*(Identify each allowance.)*

Item	Price
------	-------

**§ 3.3 Cost of the Work Plus Contractor's Fee**

**§ 3.3.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.3.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.4.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4.3 Guaranteed Maximum Price**

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents.

This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§ 3.4.3.3** Unit Prices, if any:

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

<b>Item</b>	<b>Units and Limitations</b>	<b>Price per Unit (\$0.00)</b>
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**§ 3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

<b>Item</b>	<b>Price</b>
-------------	--------------

**§ 3.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

**§ 3.4.3.6** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.4.3.7** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

**§ 3.5** Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

## ARTICLE 4 PAYMENT

### § 4.1 Progress Payments

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

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

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the \_\_\_\_\_ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than \_\_\_\_\_ day of the \_\_\_\_\_ month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than \_\_\_\_\_ ( ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

%

### § 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 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:

## ARTICLE 5 DISPUTE RESOLUTION

### § 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction

Other (*Specify*)

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 in a court of competent jurisdiction.

#### **ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

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

**§ 6.1.1** The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

**§ 6.1.2** 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.*)

**§ 6.1.3** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**§ 6.1.4** The Specifications:  
(*Either list the Specifications here or refer to an exhibit attached to this Agreement.*)

Section	Title	Date	Pages
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**§ 6.1.5** The Drawings:  
(*Either list the Drawings here or refer to an exhibit attached to this Agreement.*)

Number	Title	Date
--------	-------	------

§ 6.1.6 The Addenda, if any:

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

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

.1 Other Exhibits:  
(Check all boxes that apply.)

- Exhibit A, Determination of the Cost of the Work.
- 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
----------	-------	------	-------

.2 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents.)

## **ARTICLE 7 GENERAL PROVISIONS**

### **§ 7.1 The Contract Documents**

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

### **§ 7.2 The Contract**

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

### **§ 7.3 The Work**

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

### **§ 7.4 Instruments of Service**

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

### **§ 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service**

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. 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 Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, 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 on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### **§ 7.6 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.

### **§ 7.7 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.

## § 7.8 Severability

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.

## § 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, 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 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.)*

§ 7.9.2 Notice of Claims 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.

## § 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## ARTICLE 8 OWNER

### § 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

### § 8.2 Owner's Right to Stop the Work

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



### **§ 8.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, 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 the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. 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 21.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

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

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, 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.

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

### **§ 9.2 Supervision and Construction Procedures**

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

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

### **§ 9.3 Labor and Materials**

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

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

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

### **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants

that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other 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 15.6.3.

### **§ 9.5 Taxes**

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

### **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

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

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 9.7 Allowances**

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

### **§ 9.8 Contractor's Construction Schedules**

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

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

### **§ 9.9 Submittals**

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

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

**§ 9.9.3** 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design

shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

#### **§ 9.10 Use of Site**

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

#### **§ 9.11 Cutting and Patching**

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

#### **§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials 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 material from and about the Project.

#### **§ 9.13 Access to Work**

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

#### **§ 9.14 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.

#### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

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

### **ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 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.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction 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 safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 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.

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

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

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

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

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

## ARTICLE 11 SUBCONTRACTORS

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

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

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

## **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 The 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, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

## **ARTICLE 13 CHANGES IN THE WORK**

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor’s cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor’s monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

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

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

## **ARTICLE 14 TIME**

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably

anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) 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, subject to the provisions of Article 21.

## **ARTICLE 15 PAYMENTS AND COMPLETION**

### **§ 15.1 Schedule of Values**

**§ 15.1.1** Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 15.1.2** The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### **§ 15.2 Control Estimate**

**§ 15.2.1** Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

**§ 15.2.2** The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

**§ 15.2.3** When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

**§ 15.2.4** The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

**§ 15.2.5** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

### **§ 15.3 Applications for Payment**

**§ 15.3.1** 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 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. 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.

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

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

**§ 15.3.4** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

#### **§ 15.4 Certificates for Payment**

**§ 15.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

**§ 15.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data 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 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; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 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 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 15.4.4** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

## **§ 15.5 Progress Payments**

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

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

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

**§ 15.5.4** 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.

## **§ 15.6 Substantial Completion**

**§ 15.6.1** 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.

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

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

**§ 15.6.4** 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.

## **§ 15.7 Final Completion and Final Payment**

**§ 15.7.1** 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 and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 15.7.2** Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.



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

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or 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 the final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 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. 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.

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

### § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

§ 17.1.1 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 this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than (\$ ) each accident (\$ ) each employee, and (\$ ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to the Contractor and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 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 this Section 17.1, 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.

**§ 17.1.14 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

**Limits**

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

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

**§ 17.2.2 Property Insurance**

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, 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.

### § 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 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 this 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 17.2.2.7 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.

§ 17.2.2.7.2 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 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

### § 17.2.3 Other Insurance Provided by the Owner

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

### § 17.3 Performance Bond and Payment Bond

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

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

## ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within 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 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of 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.

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

§ 18.4 The 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.

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

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

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

### § 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of 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.

### § 19.4 The Owner's representative:

*(Name, address, email address and other information)*

**§ 19.5** The Contractor's representative:  
(Name, address, email address and other information)

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

## **ARTICLE 20 TERMINATION OF THE CONTRACT**

### **§ 20.1 Termination by the Contractor**

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### **§ 20.2 Termination by the Owner for Cause**

**§ 20.2.1** The Owner may terminate the Contract if the Contractor

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

**§ 20.2.2** When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

### **§ 20.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

## **ARTICLE 21 CLAIMS AND DISPUTES**

**§ 21.1** Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### **§ 21.2 Notice of Claims**

**§ 21.2.1** 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 18.2, shall be initiated by notice to the Architect 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.

**§ 21.2.2** 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 18.2, shall be initiated by notice to the other party.

### **§ 21.3 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 in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, 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 21.3.

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

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

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

**§ 21.7** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the

arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

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

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 21.11 Waiver of Claims for Consequential Damages**

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*



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

ID#: 24-58892

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

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

Project Number:

Project Town: East Hartford

State#:

FAP#:

Project: East Hartford High School Softball Field Renovations

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
1) Boilermaker	46.21	29.35
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	41.63	34.50
2) Carpenters, Piledrivermen	37.61	27.61
2a) Diver Tenders	37.61	27.61
3) Divers	46.07	27.61
03a) Millwrights	40.56	28.87
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	56.25	25.15
4a) Painters: Brush and Roller	37.62	24.55
4b) Painters: Spray Only	40.62	24.55

**As of:** February 29, 2024

4c) Painters: Steel Only	39.62	24.55
4d) Painters: Blast and Spray	40.62	24.55
4e) Painters: Tanks, Tower and Swing	39.62	24.55
4f) Elevated Tanks (60 feet and above)	46.62	24.55
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	43.75	32.47+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	48.28	35.50
----LABORERS----		
8) Group 1: General Laborers and concrete specialist	33.5	25.59
8) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	33.75	25.59
10) Group 3: Pipelayers	34.0	25.59
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	34.0	25.59

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12) Group 5: Toxic waste removal (non-mechanical systems)	35.5	25.59
13) Group 6: Blasters	35.25	25.59
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	36.5	25.59
Group 8: Traffic control signalmen	20.1	25.59
Group 9: Hydraulic Drills	34.25	25.59
Group 10: Toxic Waste Removers A or B With PPE	36.5	25.59
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	35.73	25.59 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	34.76	25.59 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	34.76	25.59 + a
15) Form Erectors	35.09	25.59 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		

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16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	34.76	25.59 + a
17) Laborers Topside, Cage Tenders, Bellman	34.65	25.59 + a
18) Miners	35.73	25.59 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	42.22	25.59 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	42.02	25.59 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	40.04	25.59 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	42.81	25.59 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	32.16	30.51 + a
Three Axle Trucks; Two Axle Ready Mix	32.27	30.51 + a
Three Axle Ready Mix	32.33	30.51 + a
Four Axle Trucks	32.39	30.51 + a
Four Axle Ready-Mix	32.44	30.51 + a

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Heavy Duty Trailer (40 tons and over)	34.66	30.51 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	32.44	30.51 + a
Heavy Duty Trailer (up to 40 tons)	33.39	30.51 + a
Snorkle Truck	32.54	30.51 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	48.37	27.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps;	45.92	27.80 + a

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Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 45.92 27.80 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 45.55 27.80 + a

Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel) 45.14 27.80 + a

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. 44.67 27.80 + a

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater). 44.14 27.80 + a

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 41.69 27.80 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 41.69 27.80 + a

Group 12: Wellpoint Operator. 41.61 27.80 + a

Group 13: Compressor Battery Operator. 40.92 27.80 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 39.54 27.80 + a

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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
Group 16: Maintenance Engineer.	38.28	27.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	43.46	27.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	40.54	27.80 + a

**\*\*NOTE: SEE BELOW**

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

20) Lineman, Cable Splicer, Technician	48.36	16.92
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76

----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20

**As of:** February 29, 2024

26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

*Welders: Rate for craft to which welding is incidental.*

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

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

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

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

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

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

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

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

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

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

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

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

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

*The annual adjustments will be posted on the Department of Labor's Web page:*

*www.ct.gov/dol. For those without internet access, please contact the division listed below.*

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

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

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

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

**As of:** February 29, 2024



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

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

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

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

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



**DAYS: 0**

- 4** Independence Day: Schools and District offices closed

JULY 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**JANUARY 2024**

**DAYS: 21**

- 1** New Year's Day: Schools and District offices closed
- 15** Dr. Martin Luther King, Jr. Day: Schools and District offices closed
- 16-22** High School Exams: early dismissal Gr. 9-12
- 22** BOE Meeting

JANUARY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**DAYS: 2**

- 21** Ten-month secretaries return to work
- 22-24** New Teacher Orientation
- 28** Convocation & PD (Teachers and Paras)
- 28** BOE Meeting
- 29** Professional Development (Teachers and Paras)
- 30** **FIRST DAY OF SCHOOL**
- 30-31** Professional Development: early dismissal Pre-K-12 and ECLC home visits

AUGUST 2023						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**FEBRUARY 2024**

**DAYS: 19**

- 12** BOE Meeting
- 16** Professional Development: early dismissal Pre-K-12
- 19** Presidents' Day: Schools and District offices closed
- 20** Professional Development (teachers): schools closed

FEBRUARY 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

**DAYS: 20**

- 1** Professional Development: early dismissal Pre-K-12 and ECLC home visits
- 4** Labor Day: Schools and District offices closed
- 18** BOE Meeting
- 21** Professional Development: early dismissal Pre-K-12

SEPTEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**MARCH 2024**

**DAYS: 20**

- 11** BOE Meeting
- 11** Professional Development: early dismissal Pre-K-12
- 12-15** Pre-K and Elementary Parent Conferences Pre-K-5: early dismissal
- 14** Middle School Parent Conferences Gr. 6-8: early dismissal
- 29** Good Friday: Schools and District offices closed

MARCH 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**DAYS: 20**

- 6** Professional Development (teachers): schools closed
- 9** Indigenous Peoples' Day: Schools and District offices closed
- 10-13** Pre-K, Elementary & Middle School Parent Conferences Pre-K-8: early dismissal
- 16** BOE Meeting

OCTOBER 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**APRIL 2024**

**DAYS: 17**

- 8-12** Spring Recess: Schools closed
- 15** BOE Meeting
- 25** Professional Development: early dismissal Pre-K-12

APRIL 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**DAYS: 18**

- 7** Election Day/Professional Development (teachers) schools closed
- 10** Veterans Day: Schools and District offices closed
- 13** BOE Meeting
- 22** Early Dismissal Pre-K-12
- 23-24** Thanksgiving Recess: Schools and District offices closed

NOVEMBER 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**MAY 2024**

**DAYS: 22**

- 13** BOE Meeting
- 24** Professional Development: early dismissal Pre-K-12
- 27** Memorial Day: Schools and District offices closed

MAY 2024						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**DAYS: 16**

- 18** BOE Meeting
- 22** Early Dismissal Pre-K-12
- 25-1** Holiday Recess: schools closed
- 25/26** Observance of Christmas Eve and Christmas: Schools and District offices closed

DECEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**JUNE 2024**

**DAYS: 5**

- 3-7** High School Exams: early dismissal Gr. 9-12
- 3-6** Early Dismissal ECLC – home visits
- 7** Projected **last day of school** (180<sup>th</sup> day): early dismissal Pre- K-12
- 10** BOE Meeting
- 28** Ten-month secretaries last day

JUNE 2024						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**EAST HARTFORD PUBLIC SCHOOLS  
HIGH SCHOOL SOFTBALL FIELD RENOVATIONS  
TECHNICAL SPECIFICATIONS - February 6, 2024  
INDEX**

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01 33 00	Submittals
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31 23 00	Excavation and Fill
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32 91 19	Topsoil Placement and Grading
32 92 00	Turf and Grasses

**SECTION 01 11 00  
SUMMARY OF WORK**

**PART 1 - GENERAL**

1.01 DESCRIPTION

- A. This work includes but is not limited to the removal of existing topsoil and fill materials from fields at the East Hartford high school and the installation of a softball field. Materials will be excavated and stockpiled for re-use as appropriate. Additional fill and topsoil will be brought to site and placed after excavation of existing material. Additional materials to be furnished and installed include a sand and clay/silt infield material mix, a chain link backstop, chalk lines and bases. The contractor shall be responsible for but not limited to: maintaining overall site conditions, installing and maintaining erosion control measures, installation of softball field and restoration of site.

1.02 CONTRACT

- A. Construct all work as shown on the plans under a lump sum bid price provided by the Contractor in accordance with the Contract Documents.

1.03 PHASING OF WORK

- A. The total contract time will be one hundred and sixty (60) consecutive calendar days, beginning at a date to be specified in the Notice to Proceed. Work shall be substantially complete at this time.

**PART 2 - PRODUCTS**

2.01 GENERAL

- A. Not Applicable.

**PART 3 - EXECUTION**

3.01 GENERAL

- A. Not Applicable.

**PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for items, as all work shall be included under the Lump Sum Contract Work. The successful Bidder must submit a schedule of values for all of the Work for approval prior to execution of the contract. All payments will be based on the approved schedule of values.

**END OF SECTION**

**SECTION 01 33 00  
SUBMITTALS**

**PART 1 - GENERAL**

1.01 DESCRIPTION

A. Work under this specification covers the following work:

- Submittal procedures
- Required submittals
- Proposed products list
- Shop drawings
- Product data
- Samples
- Weight Tickets
- Record Drawings (As-builts)
- Any Other Information Required to be Submitted by the Contractor in Accordance with the Contract Documents

**PART 2 - PRODUCTS**

A. Not Applicable.

**PART 3 - EXECUTION**

3.01 SUBMITTAL PROCEDURES

- A. Each submittal shall be accompanied with a transmittal letter for review and distribution by the Owner or Designee.
- B. Contractor shall sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the project.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor and Engineer review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal.

- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

### 3.02 REQUIRED SUBMITTALS

- A. The Contractor shall provide submittals in accordance with the requirements specified herewithin for the following items:
  1. All components of the installation as required by these specifications or the Owner.
  2. Drawings of proposed installation if different from Contract Drawings.

### 3.03 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule within five (5) days after date of Owner-Contractor agreement for Owner's review.
- B. Revise and resubmit as required.
- C. Submit revised schedules bi-weekly, identifying changes since previous version.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate estimated percentage of completion for each item of Work at each submission.
- F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner.

### 3.04 PROPOSED PRODUCTS LIST

- A. Within 10 days after date of Owner-Contractor agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number for each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

### 3.05 SHOP DRAWINGS

- A. Submit the number of copies which Contractor requires, plus five copies which will be retained by Owner.
- B. After review distribute in accordance with Article on Procedures above and for record documents.

### 3.06 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this project.

- B. After review, distribute and provide copies for Record Documents.

### 3.07 SAMPLES

- A. Submit samples, when specified in individual specification sections, to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit the number of samples specified in individual specification sections; one of which will be retained by Owner.

### 3.08 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, operation and maintenance and finishing, in quantities specified for product data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

### 3.09 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification sections, submit manufacturers' certificate to Owner for review, in quantities specified for product data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Owner.

### 3.10 RECORD DRAWINGS (AS-BUILTS)

- A. Submit record drawings in accordance with the applicable requirements of the Owner as specified within the Contract Documents for all permanent installation work.

## **PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Submittals, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

**SECTION 01 43 00**  
**QUALITY CONTROL AND ASSURANCE**

**PART 1 - GENERAL**

1.01 DESCRIPTION

- A. Work includes:
  - 1. Quality assurance and control of installation
  - 2. References
  - 3. Field samples
  - 4. Manufacturers' field services and reports

1.02 RELATED WORK

- A. This specification is related to all work related to this project.

1.03 QUALITY ASSURANCE

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as a minimum quality of the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform work by persons qualified to produce workmanship of specified quality.
- D. Obtain copies of standards when required by Contract Documents.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

1.04 SUBMITTALS

- A. None

**PART 2 - PRODUCTS**

2.01 GENERAL

- A. Not Applicable.



**PART 3 - EXECUTION**

3.01 GENERAL

- A. Not Applicable.

**PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Quality Control and Assurance, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

**SECTION 01 45 23**  
**TESTING LABORATORY SERVICES**

**PART 1 - GENERAL**

1.01 DESCRIPTION

- A. The Owner will select and will pay for an Independent Testing Laboratory to perform inspections and in place testing as required by the Contract Documents. The Contractor shall engage the services of the designated laboratory. The cost of laboratory testing which is considered to be the Contractor's responsibility, includes, but not limited to testing required to demonstrate material quality is in compliance with the Contract Documents.
- B. The Contractor shall employ the services of a separate qualified laboratory for additional samples and tests required by the Contractor beyond the specified requirements. The Owner will not pay for any additional Contractor testing required to fulfill the intent of these contract documents. Costs associated with re-testing after results of initial testing indicates non-conformance with the plans or Specifications shall be the responsibility of the Contractor.
- C. The Contractor shall arrange for any inspections required by the Town officials. The Contractor shall bear the costs of any such inspections.
- D. The Testing Laboratory shall demonstrate in providing comparable services to those specified in the Contract Documents.

1.02 RELATED WORK

- A. Section 31 23 00 – Excavation and Fill
- B. Section 31 23 23 – General Fill & Borrow
- C. Section 31 23 25 – Granular Material
- D. Section 32 91 19 – Topsoil Placement and Grading
- E. Section 32 92 00 – Turf and Grasses
- F. Any other testing required by one or more of the various Technical Specification Sections of the Contract Documents and not itemized above.

1.03 QUALITY ASSURANCE

- A. Comply with the requirements of ANSI/ASTM E329 and ANSI/ASTM D3740 – latest revisions.

- B. All testing laboratories shall be licensed/authorized to operate in the State of Connecticut.
- C. Testing laboratories shall maintain a full time CT Registered Engineer on staff to review services.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards (NBS) Standards or accepted values of natural physical constants. All testing equipment used on this project shall have been calibrated within the last thirty (30) calendar days prior to the date of performing the Contract required testing.

#### 1.04 SUBMITTALS

- A. Prior to the start of work, submit the name, address, and telephone number and names of full time CT Registered Professional Engineer and responsible officer of the laboratory required by and to be paid for by the Contractor. Testing laboratory to be approved by owner or designee.
- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of NBS during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection. Submit evidence of calibration in conformance with Part 1.02.D above.

#### 1.05 LABORATORY RESPONSIBILITIES

- A. Test the samples submitted by the Contractor.
- B. Provide qualified personnel at site after due notice; cooperate with Engineer and Owner in performance of services.
- C. Perform specified inspection, sampling, and testing of products.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer, Owner and Contractor of observed irregularities or non-conformance of work or products.
- F. Perform additional inspections and tests required by Engineer.

#### 1.06 LABORATORY DUTIES

- A. Cooperate with Owner, and Contractors, provide qualified personnel promptly on notice. Perform specified inspections, sampling and testing of materials and methods of construction; ascertain compliance with requirements of Contract Documents.
- B. Promptly notify Owner, and Contractors of irregularities or deficiencies of work, which are observed during performance of services. Submit two (2) copies of reports of inspections and tests to the Engineer, addressed to the Owner, including:
- C.
  - 1. Date issued
  - 2. Project title and number
  - 3. Testing Laboratory name and address
  - 4. Name and signature of Inspector
  - 5. Date of inspection or sampling
  - 6. Record of temperature and weather
  - 7. Date of test
  - 8. Identification of product and specification section
  - 9. Location in project
  - 10. Type of inspection or test
  - 11. Observations regarding compliance with Contract Documents.
- D. Laboratory is not authorized to release, revoke, alter or enlarge on requirements of Contract Documents; to approve or accept any portion of work, or perform any duties of the contractor.
- E. Laboratory may not assume any duties of the Contractor; and the Laboratory has no authority to stop work.

#### 1.07 CONTRACTOR RESPONSIBILITIES

- A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
- B. Cooperate with Laboratory personnel and provide access to work.
- C. Provide to Laboratory, preliminary representative samples of materials to be tested in required quantities.
- D. Furnish casual labor and facilities to provide access to work to be tested, to obtain and handle samples at the site, and to facilitate inspections and test.

- E. Notify Laboratory sufficiently in advance of operations to allow for his assignment of personnel and schedule of tests.
- F. Arrange with Laboratory, and pay for, any additional samples and testing required for Contractor's convenience.
- G. Arrange with Laboratory, and pay for, any additional inspections, sampling and testing required when initial tests indicate that work does not comply with Contract Documents.
- H. Arrange for and conduct any inspections required by State and/or local building, fire protection, safety, health or environmental officials.

**PART 2 - PRODUCTS**

2.01 GENERAL

- A. Not Applicable.

**PART 3 - EXECUTION**

3.01 GENERAL

- A. Not Applicable.

**PART 4 - MEASUREMENT AND PAYMENT**

4.01 MEASUREMENT

There shall be no separate measurement and payment for Testing Laboratory Services, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

## **SECTION 01 57 13 SEDIMENTATION CONTROL SYSTEM**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION**

- A. This work shall consist of furnishing, placing, maintaining and removal of sedimentation control systems (hay bales, silt fences, straw waddles fabric geotextile, inlet sediment control devices, etc.), as shown on the plans or as directed by the Engineer and where necessary to prevent erosion and control sedimentation.
- B. The sedimentation control system shall be placed prior to beginning construction activities. For stockpiles, sediment control system shall be placed on the first day the stockpile is used.

#### **1.02 RELATED WORK**

- A. Section 01 57 26 – Site Watering for Dust Control
- B. Section 31 11 00 – Clearing & Grubbing
- C. Section 31 23 00 – Excavation and Fill
- D. Section 31 23 13 – Formation of Subgrade
- E. Section 31 23 23 – General Fill & Borrow
- F. Section 32 91 19 – Topsoil Placement and Grading
- G. Section 32 92 00 – Turf and Grasses

#### **1.03 QUALITY ASSURANCE**

- A. Where Form 818 is referred to, it means "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020" and including the latest Supplemental Specifications.
- B. References to "2002 Connecticut Guidelines for Soil Erosion and-Sedimentation Control", as amended.

#### **1.04 SUBMITTALS**

- A. Submit haybales, silt fence, straw waddles, and filter fabric geotextiles to the Engineer for approval.

## **PART 2 - PRODUCTS**

### 2.01 MATERIALS

- A. Silt fence shall be a woven geotextile conforming to the plans and specifications. Filter fabric shall be a non-woven geotextile. Geotextiles shall conform to Form 818 Article M.08.01-19.
- B. Haybales shall conform to Form 818 Article 2.19.02.

## **PART 3 - EXECUTION**

### 3.01 GENERAL

- A. The work shall conform to the requirements of Form 818 Article 2.19.03.
- B. The work shall include the implementation of the appropriate portions of the erosion and sedimentation control plan.
- C. The Contractor shall appoint an individual, acceptable to the Engineer, to coordinate and supervise the maintenance and control of sedimentation and erosion control systems and devices. Compliance with these provisions shall also be included in all subcontract agreements.
  - 1. Provide the Engineer with daily logs of the construction progress, updated schedules and conditions of on-site sedimentation and erosion controls/water quality.
  - 2. All sedimentation and erosion control devices shall be inspected weekly by the Contractor to verify their operation and to determine the cleaning and repair necessary for the duration of this Contract. In addition, special attention shall be given to the adequacy of the control systems prior to severe storm weather forecasts. Suspend operations (earthwork) for major storm events and implement additional sedimentation and erosion controls as necessary. Inspect control systems during and after storms to determine necessary repairs.
  - 3. Repairs to sedimentation control systems directed by the Engineer shall be accomplished within 24 hours of the directive or as soon as possible prior to storm forecasts.
  - 4. Contractor shall maintain on-site, at all times, replacement materials for the devices utilized, readily available for necessary repairs.

5. The Contractor shall comply with the Best Management Practices as shown in Form 818, Article 1.10.03 and "2002 Connecticut Guidelines for Soil Erosion and-Sedimentation Control", as amended.
- D. The Engineer has the authority to control the surface area of each material exposed by construction operations and to direct the Contractor to immediately provide permanent or temporary pollution control measures to prevent contamination of adjacent wetlands, watercourses or other areas of water impoundment. Every effort shall be made by the Contractor to prevent erosion on the site and abutting property.
- E. The Engineer shall limit the surface area of earth material exposed if the Contractor fails to sufficiently protect the slopes to prevent pollution.
- F. The erosion control features installed by the Contractor shall be maintained by the Contractor to ensure their efficient operation, and he shall remove/replace such installations if ordered by the Engineer.
- G. The Contractor shall operate all equipment and perform all construction operations so as to minimize pollution. The Contractor shall cease any of his operations, which will increase pollution during rainstorms.

### 3.02 HAY BALE INSTALLATION

- A. Hay bales shall be placed as shown on the plans or as directed by the Engineer. They shall be held in place by two wooden stakes in each bale driven a minimum of eighteen (18) inches into the ground. Bales shall be maintained or replaced until they are no longer necessary for the purpose intended or are ordered removed by the Engineer.

### 3.03 SILT FENCE INSTALLATION

- A. Silt fence shall be mounted on wood-stakes or posts with or without fence backing as recommended by the fabric manufacturer. The bottom six (6") inches of the fabric shall be buried by trenching, laying the six (6") inch section horizontally on the ground and burying by ramping the soil up to the silt fence.
- B. Maintain silt fence throughout the contract period and remove all such temporary features when directed. Any damaged during construction shall be replaced at no additional cost to the Owner.
- C. Sediment buildup shall be removed from behind silt fence before it exceeds six (6") inches in depth. Silt fence shall be inspected weekly and repaired/replaced as necessary.



Additional inspections may be required prior to or immediately following any major rainstorms. Silt fence shall be removed at the completion of the project.

### 3.04 MAINTENANCE

- A. Sedimentation control measures shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.
- B. Should the sedimentation control measure decompose or become ineffective prior to the end of the expected usable life, the sedimentation control measure shall be replaced promptly.
- C. Sediment deposits shall be removed when they reach approximately one-half the height of the sedimentation control measure.
- D. Any sediment deposits remaining in place after the sedimentation control measure is no longer required shall be dressed to conform to the existing grade, prepared and seeded.

### 3.05 REMOVAL AND CLEANUP

- A. All temporary erosion control facilities when ordered by the Engineer shall be removed in a neat and workmanlike manner, and shall also include removal and disposal of accumulated silt.
- B. Sediment deposits are to be removed when they reach approximately one-half the height of the device, i.e. silt fence, hay bales, etc. Accumulations of one-half of the wet storage volume in any temporary sediment trap will be used as criteria for commencement of cleaning operation. Disposal of materials removed during cleaning operations shall be the responsibility of the Contractor. Dispose material off-site or as directed by the Engineer.

## **PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Sedimentation Control System, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

## **SECTION 01 57 26 SITE WATERING FOR DUST CONTROL**

### **PART 1 - GENERAL**

#### 1.01 DESCRIPTION

- A. During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use water or calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed.

#### 1.02 RELATED WORK

- A. Section 01 57 13 – Sedimentation Control System
- B. Section 31 11 00 – Clearing & Grubbing
- C. Section 31 23 00 – Excavation and Fill
- D. Section 31 23 13 – Formation of Subgrade
- E. Section 32 91 19 – Topsoil Placement and Grading
- F. Section 32 92 00 – Turf and Grasses

#### 1.03 SUBMITTALS

- A. Submit material certification with specification for calcium chloride.

#### 1.04 PRODUCT HANDLING

- A. Calcium chloride to be delivered in sealed bags.

### **PART 2 - PRODUCTS**

#### 2.01 CALCIUM CHLORIDE

- A. Calcium chloride shall conform to the requirements of ASTM Specification D98 and may be Type 1 or Type 2.
- B. Water for dust control shall be potable.

**PART 3 - EXECUTION**

3.01 WATER FOR DUST CONTROL

- A. Water trucks shall be capable of applying a uniform spread of water over the surface.
- B. A suitable device for a positive shut-off and for regulating the flow of water shall be located so as to permit positive operation control.
- C. Water shall be applied when directed by the Engineer.

3.02 CALCIUM CHLORIDE FOR DUST CONTROL

- A. Calcium chloride shall be applied only at the locations and at such times and in the amount as may be directed by the Engineer.
- B. It shall be spread in such manner and by such devices that uniform distribution is attained over the entire area on which it is ordered placed.

**PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Site Watering for Dust Control, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

## **SECTION 01 71 13 MOBILIZATION**

### **PART 1 - GENERAL**

#### 1.01 DESCRIPTION

- A. This item shall consist of all work necessary for the movement of personnel and equipment to the project site, and for the establishment of any field offices and other facilities necessary to the performance of the work.
- B. The Contractor shall provide all temporary facilities necessary for the proper completion of the work. Temporary facilities shall include but not be limited to contractor's water supply, electrical, telephone, and sanitary services. It is anticipated that a construction field trailer will not be necessary for this project.

#### 1.02 RELATED WORK

- A. Not applicable

#### 1.03 SUBMITTALS

- A. No submittals are required.

### **PART 2 - PRODUCTS**

#### 2.01 GENERAL

- A. Not applicable.

### **PART 3 - EXECUTION**

#### 3.01 GENERAL

- A. Not applicable.

### **PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Mobilization, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

## **SECTION 01 71 23 CONSTRUCTION LAYOUT**

### **PART 1 – GENERAL**

#### 1.01 DESCRIPTION

- A. The work under this item shall consist of all construction layout and reference staking necessary for the proper control and satisfactory completion of all work on the project.

#### 1.02 RELATED WORK

- A. Section 31 11 00 – Clearing & Grubbing
- B. Section 01 57 13 – Sedimentation Control System
- C. Section 31 23 13 – Formation of Subgrade
- D. Section 32 31 13 – Chain Link Fence & Gates
- E. Section 32 91 19 – Topsoil Placement and Grading

#### 1.03 QUALITY ASSURANCE

- A. Where Form 818 is referred to, it means "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020" and including the latest Supplemental Specifications.

#### 1.04 SUBMITTAL

- A. No submittals are required.

### **PART 2 - PRODUCTS**

#### 2.01 GENERAL

- A. Stakes shall be of the quality specified in Form 818, Article 9.80.02.

### **PART 3 - EXECUTION**

#### 3.01 GENERAL

- A. The work shall conform to Form 818, Article 9.80.03 except as amended below:
  - 1. Paragraph 1 of Article 9.80.03 is deleted.

2. The Town shall provide to the Contractor the existing topographic base mapping executed for the design. Any additional data points will be at the contractors expense.
3. A digital copy of the contract plans will be furnished in AutoCAD format to the contractor upon request.
4. Contractor shall be responsible for all construction layout and staking.
5. A digital as-built drawing will be required for significant layout modifications from the contract plan.

**PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Construction Layout, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

## **SECTION 31 11 00**

### **CLEARING & GRUBBING**

#### **PART 1 - GENERAL**

##### 1.01 DESCRIPTION

- A. The work of this specification includes, but is not limited to clearing the ground of trees, stumps, brush, rubbish, chain link fence and all objectionable material in accordance with the plans, these specifications or as directed by the Engineer. This work shall also include the clearing of the ground necessary for the construction and installation of proposed site improvements.
- B. Included in this work shall be the preservation from injury or defacement of vegetation and objects designated to remain.

##### 1.02 RELATED WORK

- A. Section 01 57 13 – Sedimentation Control System
- B. Section 01 57 26 – Site Watering for Dust Control
- C. Section 01 71 23 – Construction Layout

##### 1.03 QUALITY ASSURANCE

- A. Where Form 818 is referred to, it means "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020" and including the latest Supplemental Specifications.

#### **PART 2 - PRODUCTS**

##### 2.01 GENERAL

- A. Not applicable.

#### **PART 3 - EXECUTION**

##### 3.01 CONSTRUCTION METHODS

- A. Unless otherwise directed, all work shall comply with Form 818 Article 2.01.03.
- B. Remove all stumps, roots, etc., within fill areas.

- C. Comply with all applicable regulations for disposal of materials. On-site burning will not be permitted. All material shall be disposed of off-site.
- D. Protect existing utilities and work already installed by others.
- E. Protect horizontal and vertical control points.
- F. Install erosion control devices prior to beginning clearing and grubbing operations.

**PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Clearing & Grubbing, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**



**SECTION 31 23 00  
EXCAVATION AND FILL**

**PART 1 GENERAL**

1.01 DESCRIPTION

- A. Work under this section shall consist of all earthwork inside the limits of the project which includes but is not limited to; excavating; stockpiling materials as needed; grading and compacting to obtain the required finish contours and elevations; dewatering; and the disposal or relocation of surplus and unsuitable material.

1.02 RELATED WORK

- A. Section 01 45 23 – Testing Laboratory Services
- B. Section 01 57 13 – Sedimentation Control System
- C. Section 01 57 26 – Site Watering for Dust Control
- D. Section 01 71 23 – Construction Layout
- E. Section 31 23 13 – Formation of Subgrade
- F. Section 31 23 23 – General Fill & Borrow

1.03 QUALITY ASSURANCE

- A. Where Form 818 is referred to, it means "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020" and including the latest Supplemental Specifications.

1.04 PROJECT CONDITIONS

- A. All information given on the plans or within the contract documents, relating to subsurface conditions and existing pipes and other structures is from best sources at present available to the Owner and Engineer and is for information only.
- B. All such information and drawings of existing construction are furnished only for the information and convenience of the Contractor. It shall be understood and agreed that the Owner and Engineer do not warrant or guarantee that materials encountered during construction will be the same as those indicated by information given on the drawings. The Contractor must satisfy himself regarding character, quantities and conditions of the various materials and work to be done.

## **PART 2 – PRODUCTS**

### 2.01 GENERAL FILL & BORROW

- A. Common fill and borrow shall meet the requirements of Section 31 23 23 General Fill & Borrow.

## **PART 3 - EXECUTION**

### 3.01 GRADING

- A. Grading shall be performed to the lines, grades, and contours shown on drawings.
- B. All sedimentation control measures shall be placed prior to beginning construction.
- C. Finished grades are shown on the plans and the Contractor shall grade to those limits. If changes to the plans are made, those changes will be transmitted to the Contractor in the form of a change order.
- D. In fill areas, the topsoil shall be removed and the existing soil shall be compacted to the appropriate density (95%) prior to beginning fill operations.
- E. All soft and yielding material and other portions of the subgrade which will not compact readily when rolled, vibrated or tamped shall be clarified, blended and handled to obtain the proper moisture content to facilitate compaction. At the direction of the Engineer, unsuitable material shall be removed and replaced with suitable material.
- F. General fill will be placed between the existing site grades and the proposed site grades. General fill shall also be utilized in excavated areas that must be brought up to grade. After all grading of the subgrade for the backfill has been substantially completed and all drains laid, the backfill shall be brought to the lines, grades and cross-sections shown on the plans or where directed by the Engineer and in accordance with these specifications.
- G. Should the volume of on-site general fill be insufficient to obtain the required proposed grades, borrow shall be supplied by the Contractor and placed as general fill.
- H. Fill operations shall commence in all low areas and proceed in such manner that the entire fill is raised uniformly and shaped to provide positive drainage at all times. The Contractor shall construct and maintain on the site, all ditches and channels necessary to keep the site in a dry, workable condition. Where water is infiltrating into an excavation, the Contractor shall provide for pumping and other drainage facilities to divert water from such excavation to a water outlet.

### 3.02 EARTH EXCAVATION

- A. Earth excavation shall include all materials removed as indicated or directed except water and rock.

### 3.04 PLACEMENT OF FILL

- A. The embankment shall be constructed by depositing successive layers of fill for the full width of the embankment, unless a partial width is permitted by the Engineer. No embankment layer shall be deposited on surfaces of snow or ice, nor shall it be placed on frozen or unstable surfaces.
- B. The depths of each layer, before compaction, shall not exceed 12 inches except noted elsewhere or as directed by the Engineer.
- C. The embankment shall be crowned or pitched to provide drainage at the close of each day's operation.
- D. The entire area of each layer shall be leveled off by suitable grading equipment and shall be compacted as hereinafter specified.
- E. No stone over 5 inches in its greatest dimension shall be placed within 12 inches of the elevation of the top of the prepared subgrade unless otherwise approved by the Engineer.
- F. Areas to receive topsoil shall be graded to accept the topsoil to within no more than 0.10 feet of the grades shown on the plans. Variations shall not be completely in one direction.
- G. When embankments are to be constructed on slopes steeper than 1 vertical to 3 horizontal, the slope of the existing ground on which the embankment is to be placed shall be plowed deeply or cut into steps before the filling is begun.
- H. Large stones shall not be placed in nests but shall be distributed over the area; and the interstices shall be filled with spalls, finer fragments or earth to form a solid, compact mass.
- I. No rock fill shall be placed above an elevation which is 2 feet below the top of the embankment, unless shown on the plans or approved by the Engineer.
- J. The Contractor shall be required to construct fills and embankments which are stable and non-deforming. The blending of materials may be required to achieve this condition.

### 3.05 COMPACTION

- A. The entire area of each layer shall be uniformly compacted to at least the required minimum density by use of compaction equipment consisting of rollers, compactors, or a combination thereof. Earth-moving and other equipment not specifically manufactured for compaction purposes will not be considered as compaction equipment.
- B. The dry density for soil after compaction shall be not less than 95 percent of the dry density for that soil when tested in accordance with AASHTO T180, Method D.
- C. If necessary, to obtain the required compaction, water shall be added to acquire optimum moisture content.

- D. In areas where compaction is found not to comply with Contract Documents, any necessary retesting and re-compaction shall be done at the Contractor's expense.
- E. The Contractor shall maintain sufficient reference points to provide vertical and horizontal locations of soil test locations.
- F. Compaction for each layer of fill shall be achieved prior to the placing of subsequent layers and shall conform to Section 2.02.03-6 of the Standard Specifications.
- G. Jetting, flooding, or other similar methods of compaction will not be permitted.

### 3.06 DEWATERING

- A. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
- B. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from the excavation or runoff from adjacent areas. Do not use trench excavation as temporary drainage ditches.
- C. All dewatering discharge shall be to a sediment basin or recharge basin.

### 3.07 MATERIAL STORAGE

- A. Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.

### 3.08 COLD WEATHER PROTECTION

- A. Protect excavation bottoms against freezing when atmospheric temperature is less than 35°F (1°C) prior to placing any material.

### 3.09 MOISTURE CONTROL

- A. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.
- B. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

### 3.10 DISPOSAL OF UNSUITABLE MATERIAL

- A. All suitable surplus material excavated and unsuitable for fill material shall become the property of the Contractor and shall be removed from the site and properly disposed of by the Contractor unless otherwise directed by the Engineer.

### 3.11 DISPOSAL OF SURPLUS MATERIAL

- A. Any surplus suitable material excavated from the site and not required to satisfactorily complete the work, shall become the property of the Town of East Hartford. Contractor to coordinate with Town on where material will be placed.

### 3.12 DISPOSAL OF WASTE MATERIAL

- A. All waste materials excavated from the site shall be removed from the site and properly disposed of by the Contractor.

## **PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Excavation & Fill, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

## **SECTION 31 23 13 FORMATION OF SUBGRADE**

### **PART 1 GENERAL**

#### **1.01 DESCRIPTION**

- A. Work under this specification covers the formation of subgrade. The subgrade is the area upon which topsoil or base material for sidewalk shall be placed or as directed by the Engineer. The work of formation of subgrade shall be performed at this plane. After all earth excavation for these areas have been substantially completed, the subgrade shall be brought to the lines, grades and cross sections shown on the plans or as directed by the Engineer.

#### **1.02 RELATED WORK**

- A. Section 01 57 13 – Sedimentation Control System
- B. Section 01 57 26 – Site Watering for Dust Control
- C. Section 01 71 23 – Construction Layout
- D. Section 31 23 00 – Excavation and Fill
- E. Section 31 23 23 – General Fill & Borrow

#### **1.03 QUALITY ASSURANCE**

- A. Where Form 818 is referred to, it means "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020" and including the latest Supplemental Specifications.
- B. The Contractor shall assist the Engineer in all testing required; the Contractor will supply any laborers and equipment necessary for assistance in the testing at no additional cost. This work may include, but is not limited to providing material, samples, digging test pits and revising work to meet the intent of the plans and specifications.

#### **1.04 PROJECT CONDITIONS**

- A. All information given on the Drawings, or in the Contract Documents, relating to subsurface conditions and structures is from best sources at present available to the Owner and is for information only.
- B. All such information and drawings of existing construction are furnished only for the information and convenience of the Contractor. It shall be understood and agreed that

the Owner does not warrant or guarantee that materials encountered during construction will be the same as those indicated by information given on the drawings. The Contractor must satisfy himself regarding character, quantities and conditions of the various materials and work to be done.

## **PART 2 – PRODUCTS**

### 2.01 GENERAL

- A. Not applicable.

## **PART 3 - EXECUTION**

### 3.01 CONSTRUCTION METHODS

- A. Formation of subgrade shall be performed in conformance with Form 818, Article 2.09.03.
- B. Grading shall be performed to the lines, grades, and contours shown on drawings.
- C. Finished grades are shown on the Plans and the Contractor shall grade to those limits. If changes to the plans are made, those changes will be transmitted to the Contractor in the form of a change order.
- D. The Contractor shall protect the subgrade from damage by exercising such precautions as the Engineer may deem necessary. At all times, the subgrade surface shall be kept in such condition that it will drain readily and correctly. The subgrade shall be approved by the Engineer prior to the placement of any final material.

### 3.02 CLEARING & GRUBBING

- A. The appropriate sedimentation control features shall be in place prior to the beginning of clearing and grubbing.
- B. The clearing of the ground of trees, stumps, brush, rubbish, debris and all other objectionable material within the excavation, embankments and fill areas, as indicated on the plans or as directed by the Engineer. This work shall also include the clearing of the ground necessary for the construction and installation of drainage swales and basins, utilities and other appurtenances.
- C. The Contractor shall dispose of all such trees, stumps, brush, debris, etc. in a satisfactory manner and shall remove all rubbish and refuse from within the work area.

All waste materials shall be properly disposed of in accordance with all applicable state and local regulations. All costs incidental to this disposal shall be borne by the Contractor.

- D. Surface areas which do not require additional cutting or filling to obtain the required subgrade elevations shall be compacted in accordance with Section 3.01 of this specification.

### 3.03 PLACEMENT OF FILL

- A. Fill required to bring the cap subgrade to the lines, grades and contours shown on the drawings shall consist common fill. Should the volume of these materials be insufficient, general fill shall be obtained to meet the proposed grades.
- B. The embankment shall be constructed by depositing successive layers of common or general fill for the full width of the embankment, unless a partial width is permitted by the Engineer. No embankment layer shall be deposited on surfaces of snow or ice, nor shall it be placed on frozen or unstable surfaces.
- C. The depths of each layer, before compaction, shall not exceed 12 inches except as directed by the Engineer and as noted below.
- D. The embankment shall be crowned or pitched to provide drainage at the close of each day's operation.
- E. The entire area of each layer shall be leveled off by suitable grading equipment and shall be compacted as hereinafter specified.
- F. The Contractor shall be required to construct fills and embankments which are stable and non-deforming. The blending of materials may be required to achieve this condition.

### 3.04 COMPACTION

- A. The subgrade surface shall be compacted uniformly by rolling with an approved power roller having a minimum compression of 300 pounds per inch of width of tread on the rear wheel or wheels, and weighing not less than 10 tons, or with an equivalent vibratory roller or compactor.
- B. When more than one compacting unit is used, the unit exerting the greatest compactive effort shall be used to make the initial compaction. Any portion of the subgrade which is not accessible to a roller or other compacting unit shall be



compacted thoroughly with hand tampers or with mechanical vibrators approved by the Engineer.

- C. The rolling, vibrating or tamping shall be continued until the entire subgrade is uniformly and thoroughly compacted, true to line and grade given. All compaction efforts shall be approved by the Engineer prior to the placement of successive layers. At a minimum, two passes with the roller will be required.
- D. All soft and yielding material and other portions of the subgrade which will not compact readily when rolled, vibrated or tamped shall be scarified, blended and handled to obtain a content to facilitate compaction. At the direction of the Engineer, unsuitable material shall be removed and replaced with suitable material.

#### **PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Formation of Subgrade, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

## **SECTION 31 23 23 GENERAL FILL & BORROW**

### **PART 1 - GENERAL**

#### 1.01 DESCRIPTION

- A. Work under this section shall consist of providing all labor, equipment and materials for providing and placing general fill and/or borrow. General fill (aka "common fill") and/or borrow shall be located and placed as shown on the plans and in accordance with this technical specification.

#### 1.02 RELATED WORK

- A. Section 01 45 23 – Testing Laboratory Services
- B. Section 31 23 00 – Excavation and Fill
- C. Section 31 23 13 – Formation of Subgrade

#### 1.03 QUALITY ASSURANCE

- A. Where Form 818 is referred to, it means "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020" and including the latest Supplemental Specifications.
- B. The Contractor shall assist the Engineer in all testing required. The Contractor shall supply any laborers and equipment necessary for assistance in the testing at no additional cost. This work may include, but is not limited to providing material, samples, digging test pits and revising work to meet the intent of the plans and specifications. The cost of all testing shall be borne by the Contractor.

#### 1.43 SUBMITTALS

- A. A materials certificate with sieve analyses shall be submitted for borrow material.

### **PART 2 - PRODUCTS**

#### 2.01 GENERAL FILL & BORROW

- A. General fill material shall be from onsite excavations or regrading and shall be subject to the approval of the Engineer.

- B. This material shall be screened to remove large cobbles prior to use.
- C. Borrow, to be provided by contractor if pre-existing material is inadequate, shall meet the requirements of Form 818 Article 2.07.02.

D. Testing Schedule:

Sieve Test	One (1) source sample from each source or if a change in material is evident, as directed by the engineer.
Proctor Test	One (1) proctor per source.
Compaction Test	As Directed by the Owner/Engineer, not to exceed one (5) per acre. Perform tests as per ASTM D2922/3017 (Nuclear Density Gauge).

**PART 3 - EXECUTION**

3.01 CONSTRUCTION METHODS

- A. General fill and/or borrow shall be placed and compacted in conformance with Form 818, Section 2.07.03.
- B. The Contractor shall assure that the finished grading of the general fill after compaction will provide a smooth surface with no protruding objects. Grading shall be performed in accordance with plans or as directed by the Engineer to assure that no ponding or low spots occur, except as designated.

**PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for General Fill & Borrow, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

**SECTION 32 16 23**  
**BITUMINOUS CONCRETE SIDEWALK**

**PART 1 - GENERAL**

1.01 DESCRIPTION

- A. Work under this specification covers furnishing and installing a bituminous concrete sidewalk as shown on the plans or as directed by the Engineer.

1.02 RELATED WORK

- A. Section 31 23 00 – Excavation and Fill
- B. Section 31 23 13 – Formation of Subgrade
- C. Section 32 91 19 – Topsoil Placement and Grading

1.03 QUALITY ASSURANCE

- A. Where Form 818 is referred to, it means "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020" and including the latest Supplemental Specifications.

1.04 SUBMITTALS

- A. Submit material delivery tickets for all bituminous concrete and tack coat materials.
- B. Submit material certificate for all bituminous concrete and tack coat.

**PART 2 - PRODUCTS**

2.01 BITUMINOUS CONCRETE

- A. The bituminous concrete materials and mixtures shall conform to the requirements Form 818, Article M.04 **and shall be of the class specified on the plans.**
- B. Processed aggregate base shall conform to Form 818, Section M.05.01.

**PART 3 - EXECUTION**

3.01 CONSTRUCTION METHODS

- A. Installation of the the bituminous concrete sidewalk shall conform to Form 818, Article 9.22.03.

**PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Topsoil Placement and Grading, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

## **SECTION 32 31 13 CHAIN LINK FENCE**

### **PART 1 - GENERAL**

#### 1.01 DESCRIPTION

- A. Work under this specification covers furnishing and installing a new chain link fence backstop as indicated on the plans.

#### 1.02 RELATED WORK

- A. Section 01 57 13 – Sedimentation Control System
- B. Section 01 71 23 – Construction Layout

#### 1.03 QUALITY ASSURANCE

- C. Where Form 818 is referred to, it means "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020" and including the latest Supplemental Specifications.
- D. Single-Source Responsibility: Obtain chain link fences, including accessories, fittings, and fastenings, from a single source.

#### 1.04 SUBMITTALS

- A. Submit product data in the form of manufacturer's technical data, specifications, and installation instructions for fence and gate posts, fabric, gates, hardware and accessories.
- B. Submit shop drawings showing details of fence and gate post installations, fabric, gates, hardware and accessories. Shop drawings for gates shall be based upon field measurements which verify actual site conditions.

### **PART 2 - PRODUCTS**

#### 2.01 GENERAL

- A. The backstop shall be a 40 foot long, 12 foot high unit with a center overhang as supplied by Jaypro Sports or approved equivalent. The backstop shall include 4

panels and 2 center overhang panels. See [Backstop Fence \(4 Panel, 2 Center Overhang\) - Permanent \(jayprosports.com\)](#) for detail.

- B. Chain link fence shall conform to Form 818 Article 9.13.02 and shall be 9 gauge smooth galvanized steel fabric with galvanized posts, rails and hardware.
- C. Concrete Footings shall be Portland cement concrete, minimum compressive strength of 4,000 psi as defined in M.03.02 of Form 818.

### **PART 3 - EXECUTION**

#### 3.01 SURFACE CONDITIONS

- A. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

#### 3.02 INSTALLATION

- A. Install the chain link fence and foundations for fence posts in accordance with Form 818 Article 9.13.03 and details on the plans.

#### 3.03 CLEANUP

- A. Leave the area of construction neat and clean. All excess materials or other miscellaneous items not part of the finished construction shall be removed from the site.

### **PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Chain Link Fence, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

## **SECTION 32 91 00 INFIELD MIX**

### **PART 1 - GENERAL**

#### 1.01 SUMMARY

- A. This section includes the material and labor requirements for construction of a complete infield skin surface using the following sand and clay/silt mixed material:

- 1. Infield Baseball mix from Desiato Sand & Gravel or approved equal

#### 1.02 RELATED WORK

- A. Section 32 91 19 – Topsoil Placement and Grading
- B. Section 32 92 00 – Turf and Grasses

#### 1.03 SUBMITTALS

- A. Product Data: For the product specified, submit a 5-pound sample along with a private lab test result indicating the particle size analysis of the material specified. All tests shall be performed in accordance with ASTM F-1632.
- B. Submit testing results from sand analysis, to the Engineer.

#### 1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Installers of materials specified shall have, at minimum, five successful installations of similar projects and materials. Installers shall be in possession of and demonstrate knowledge of the use of laser guided finishing equipment.

### **PART 2 – MATERIALS**

#### 2.01 MANUFACTURER

- A. Desiato Sand & Gravel, 99 Stafford Road, Storrs, CT 06268



## 2.02 MATERIALS

### A. Desiato Sand & Gravel, Infield Baseball mix for Ballfields

100%	passing 3/8"
100-97%	passing #8
60% Max.	passing #140

## **PART 3 – EXECUTION**

### 3.01 PLACEMENT

- A. All site work and earthwork shall be performed in accordance with the preceding sections. Sub-base material shall compact to 90 percent. If conditions do not warrant such compaction then an imported select granular fill shall be installed. Furthermore, the compacted sub-grade shall be installed in accordance with the final slope and shall mirror finish grade in order to ensure an even depth of material once placement has occurred.
- B. Under no circumstances are perforated pipe under drains necessary or recommended for use under any infield skin material. Geotextile fabric is not recommended between the compacted sub-base and the infield skin material.
- C. Place the material in lifts of 2 to 3 inches and lightly compact until an optimum compaction between 85 and 90 percent is achieved on a standard proctor test (ASTM D 689-07). Scarify the surface to facilitate bonding of the next lift and repeat until finish grade elevation is achieved. Completing this process as described will minimize settling and improve the performance of the product.
- D. Depth of the material shall be 6 inches for new construction when finished and compacted.

## **PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Infield Mix, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

## **SECTION 32 91 19 TOPSOIL PLACEMENT AND GRADING**

### **PART 1 - GENERAL**

#### 1.01 DESCRIPTION

- A. Furnish, place and shape topsoil where shown on the plans and as directed by the Engineer. Generally, any disturbed area which is not the infield or bituminous sidewalk shall receive topsoil.
- B. Place and shape any topsoil stockpiled during the grading operation.

#### 1.02 RELATED WORK

- A. Section 01 45 23 – Testing Laboratory Services
- B. Section 01 57 13 – Sedimentation Control System
- C. Section 01 57 26 – Site Watering for Dust Control
- D. Section 01 71 23 – Construction Layout
- E. Section 32 92 00 – Turf and Grasses

#### 1.03 QUALITY ASSURANCE

- A. Where Form 818 is referred to, it means "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020" and including the latest Supplemental Specifications.

#### 1.04 SUBMITTALS

- A. Submit certified test report and certificate of compliance with specification for topsoil.

### **PART 2 - PRODUCTS**

#### 2.01 TOPSOIL

- A. The term topsoil used herein shall mean that portion of the soil profile defined technically as the "A" horizon by Soil Science of America. Topsoil as delivered to the site or stockpiled shall have a pH between 6.0 and 7.0 and shall contain not less than 3 percent organic matter as determined by loss-on-ignition of oven-dried samples at 100 degrees Celsius drawn by the Engineer. Topsoil may include up to 50 percent by volume of composted

and cured material. The Contractor is to stockpile and re-use existing topsoil available on the site prior to furnishing off-site material.

- B. As determined on the basis of material passing the 20-mesh sieve and subjected to partial mechanical analysis, the following textural classes shall be acceptable:

Loamy sand, with not more than 80 percent sand  
Sandy loam  
Loam  
Sandy clay loam, with not more than 30 percent clay  
Silt loam, with not more than 60 percent silt

- C. The topsoil to be furnished by the Contractor shall be loose, friable, reasonably free of admixtures of subsoil, free from refuse, stumps, roots, brush, weeds, rocks and stones 1-1/4 inch in overall dimension. The topsoil shall also be free from any material that will prevent the formation of a suitable seed bed or prevent seed germination and plant growth.
- D. Any material delivered to the project which does not meet specifications or which has become mixed with undue amounts of subsoil during any operation at the source or during placing or spreading will be rejected and shall be replaced by the Contractor with acceptable material.

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION**

- A. The areas on which topsoil is to be placed shall be graded to a reasonably true surface. Topsoil shall then be spread and shaped to the lines and grades shown on the Drawings, or as directed by the Engineer. No loam shall be spread in water or while frozen or muddy.
- B. The depth stated in the Contract to which the topsoil is to be placed is that required after settlement of the material has taken place.
- C. All stones, roots, debris, sod, weeds and other undesirable material shall be removed. After shaping and grading, all trucks and other equipment shall be excluded from the topsoiled area to prevent excessive compaction.
- D. During hauling and spreading operations, the Contractor shall immediately remove any material dumped or spilled on the pavement.

- E. After topsoil has been spread, it shall be carefully prepared by scarifying or harrowing and hand raking. All stiff clods, lumps, roots, litter and other foreign material shall be removed from the loamed area and disposed of by the Contractor. The areas shall also be free of smaller stones in excessive quantities, as determined by the Engineer. During the rolling, all depressions caused by settlement or rolling shall be filled with additional loam and the surface shall be regraded and rolled until a smooth and even finished grade is created.
  
- F. It shall be the Contractor's responsibility to restore to the line, grade and surface all eroded areas with approved material and to keep top soiled areas in acceptable condition until the completion of the construction work.

**PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Topsoil Placement and Grading, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**

## **SECTION 32 92 00 TURF AND GRASSES**

### **PART 1 - GENERAL**

#### 1.01 DESCRIPTION

- A. Turf establishment shall consist of the application of lime, fertilizer, seed and mulch to all topsoil areas disturbed by the work to provide a uniform stand of established perennial turf grass.

#### 1.02 RELATED WORK

- A. Section 01 45 23 – Testing Laboratory Services
- B. Section 01 57 13 – Sedimentation Control System
- C. Section 01 57 26 – Site Watering for Dust Control
- D. Section 32 91 19 – Topsoil Placement and Grading

#### 1.03 QUALITY ASSURANCE

- A. Where Form 818 is referred to, it means "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020" and including the latest Supplemental Specifications.

#### 1.04 SUBMITTALS

- A. Submit, to the Engineer, affidavits certifying that fertilizer, lime and seed comply with the Specifications.
- B. Submit hydro-seed procedure, manufacturer's data and application rates for approval by Engineer.
- C. Submit testing results from topsoil analysis, to the Engineer.

#### 1.05 PRODUCT HANDLING

- A. Deliver seed, lime and fertilizer in new, clean, sealed containers.

## **PART 2 – PRODUCTS**

### 2.01 FERTILIZER

- A. Fertilizer shall conform to the requirements of Form 818 Article M.13.03, or an alternative approved by the Engineer to meet the requirements of the topsoil testing.

### 2.02 SEED

- A. Seed mixture for areas outside of athletic field shall be a perennial mix as described in the plan set.
- B. Seed mixture for athletic field shall be Ernst Conservation Seeds Athletic Field Mix ERNMX-106 or approved equal. See plans for further details, seeding rate, and locations.
- C. Slopes greater than 5 to 1, 5 horizontal to 1 vertical, shall have *Conwed Hydromulch*, or approved equal, applied at 1200 pounds per acre with emulsion tackifier applied at a rate of consistent with manufacturer's recommendation for these slopes.

### 2.03 LIME

- A. Lime, as needed, shall conform to the requirements of Form 818 Article 17.13.02.

### 2.04 MULCH

- A. Mulch, as needed, shall conform to the requirements of Form 818 Article M.13.05.

## **PART 3 – EXECUTION**

### 3.01 GENERAL

- A. Construction methods shall be those established as agronomically acceptable and feasible and which are approved by the Engineer.

### 3.02 SEED BED

- A. The areas shall be made friable and receptive to seeding by approved methods, which will not disrupt the line and grade of the slope surface. In no event will seeding be permitted on hard or crusted soil surface.
- B. All areas to be seeded shall be reasonably free from weeds taller than three (3) inches. Removal of weed growth from the slope areas shall be by approved methods, including

hand mowing, which do not rut or scar the slope surface, or cause excessive disruption of the slope line or grade. Seeding on level areas shall not be permitted until substantially all weed growth is removed. Seeding on slope areas shall not be permitted without removal or cutting of weed growth.

### 3.03 SEEDING SEASON

- A. The calendar dates for seeding shall be:

August 15 to September 15

April 15 to June 15

Seeding at other times shall be done when acceptable to the Engineer.

### 3.04 TOPSOIL ANALYSIS

- A. The topsoil placed for turf establishment shall be tested to determine the liming and fertilizing requirements prior to any application of seed, lime or fertilizer. The topsoil shall be tested by a Cooperative Extension Service of the University of Connecticut or other testing facility approved by the Engineer. The Contractor is responsible for testing topsoil from each source utilized or where directed by the Engineer when a distinct change in the topsoil is observed by the Engineer.

### 3.05 SEEDING METHODS

- A. Lime shall be applied at a rate determined from tests conducted by the Contractor and approved by the Engineer. The maximum application rate allowed is 100 lbs./1000 square feet.
- B. The grass seed mixture shall be applied by the hydroseeding method. The rate of application for final turf establishment shall be 75 - 100 pounds of seed mixture per acre. Slopes greater than 5 to 1, 5 horizontal to 1 vertical, shall have *Conwed Hydromulch*, or approved equal, applied at 1200 pounds per acre with emulsion tackifier applied at a rate of consistent with manufacturer's recommendation for these slopes.
- C. Fertilizer shall be applied at a rate determined from tests conducted by the Contractor and approved by the Engineer.

### 3.06 REPLANTING

- A. The Contractor shall be required to replant areas damaged by water, wind, fire, equipment or pedestrian traffic when ordered by the Engineer at no cost to the Owner.

- B. All areas and spots that do not show a prompt catch shall be reseeded at fifteen day intervals until a growth of grass is established over the entire area at no additional expense to the Owner.

### 3.07 COMPACTION

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

### 3.08 STAND OF GRASS

- A. The Contractor shall provide and maintain, using acceptable and appropriate practices and at no additional expense, a uniform stand of established turf grass.

### 3.09 ESTABLISHMENT

- A. The Contractor shall keep all seeded areas free from weeds and debris, such as stones and wire.
- B. Clean up shall include, but not be limited to, the removal of all debris from the turf establishment operations from the site, and/or elsewhere on adjacent properties publicly and privately owned.

### 3.10 MOWING

- A. All seeded areas shall receive at least one (1) mowing before substantial completion or project acceptance. The mower blades shall be set to produce a 2 to 3 inch-mowed height.

## **PART 4 - MEASUREMENT AND PAYMENT**

There shall be no separate measurement and payment for Turf and Grasses, as it shall be included under the Lump Sum Contract Work.

**END OF SECTION**



# DESIGN PLANS

OF

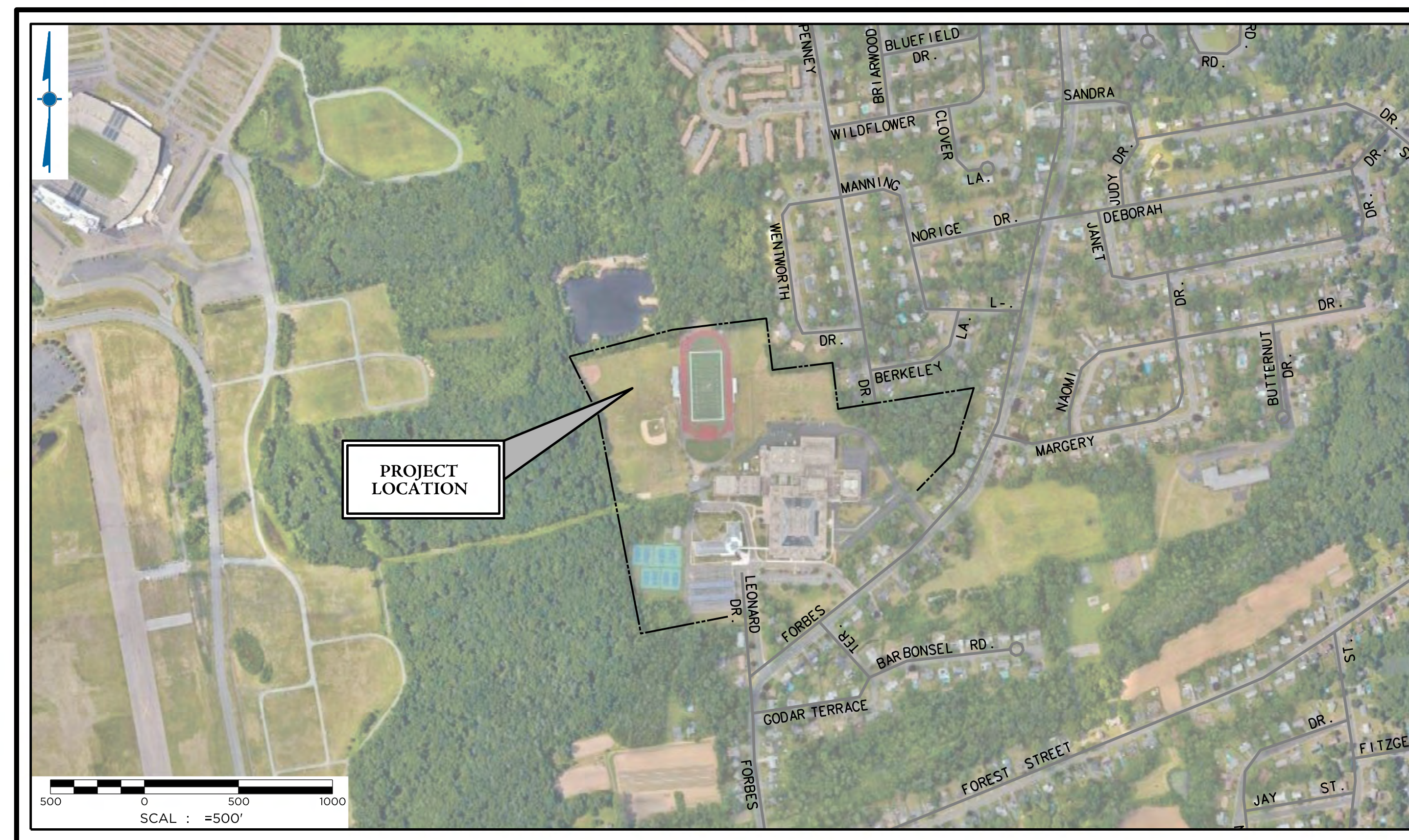
## NEW SOFTBALL FIELD

### EAST HARTFORD HIGH SCHOOL

PREPARED FOR

TOWN OF EAST HARTFORD, CT

740 MAIN STREET  
EAST HARTFORD, CT



**LOCATION MAP**  
SCAL : = 500'

#### LIST OF SHEETS

DAT : /28/23  
REVISE : /06/24

LAYOUT & GRADING  
DETAILS

1  
2

PREPARED BY :

<p>41 Sequoyia Drive Glastonbury, CT 06033 Phone : (860) 336-1111 Fax : (860) 336-1112 www.logistic.com</p>
<p>• Civil Engineering • Environmental Consulting • Land Surveying • Construction Management</p>

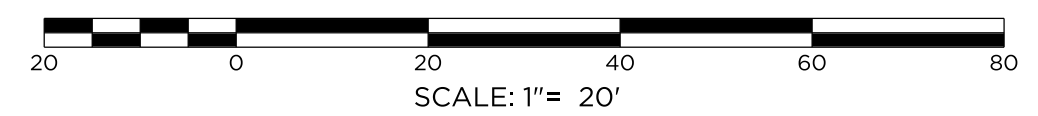
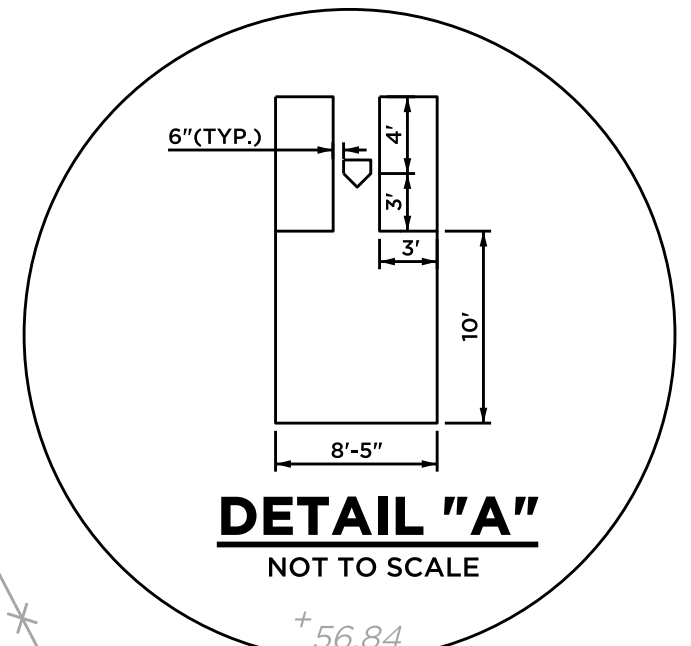
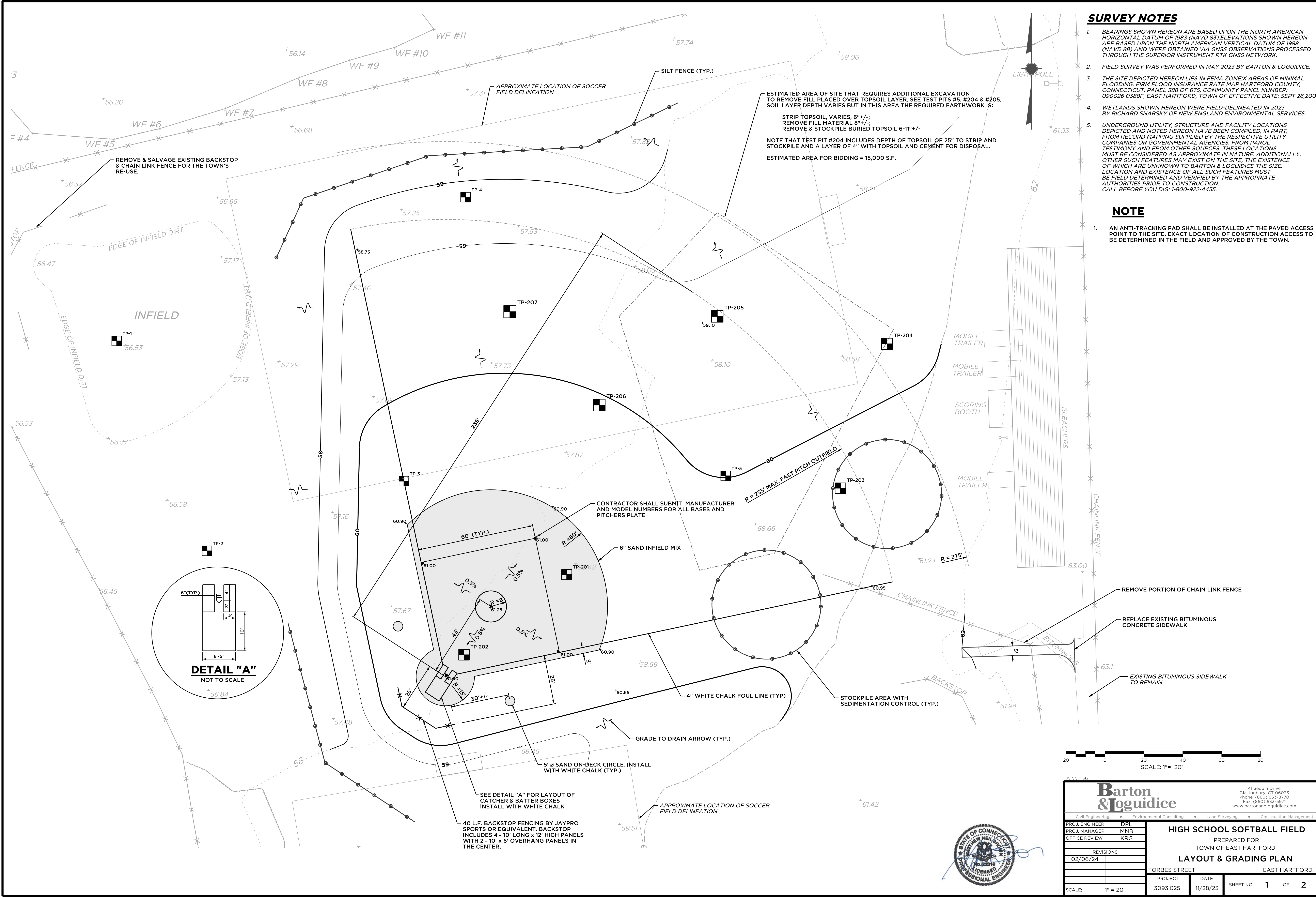


**SURVEY NOTES**

- BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAVD 83). ELEVATIONS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND WERE OBTAINED VIA GNSS OBSERVATIONS PROCESSED THROUGH THE SUPERIOR INSTRUMENT RTK GNSS NETWORK.
- FIELD SURVEY WAS PERFORMED IN MAY 2023 BY BARTON & LOGUIDICE.
- THE SITE DEPICTED HEREON LIES IN FEMA ZONE X AREAS OF MINIMAL FLOODING. FIRM FLOOD INSURANCE RATE MAP HARTFORD COUNTY, CONNECTICUT, PANEL 388 OF 675, COMMUNITY PANEL NUMBER: 090026 0388F, EAST HARTFORD, TOWN OF EFFECTIVE DATE: SEPT 26, 2008.
- WETLANDS SHOWN HEREON WERE FIELD-DELINEATED IN 2023 BY RICHARD SNARSKY OF NEW ENGLAND ENVIRONMENTAL SERVICES.
- 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 GOVERNMENTAL AGENCIES. FROM PAROL TESTIMONY AND FROM OTHER SOURCES, THESE LOCATIONS MUST BE CONSIDERED AS APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE, THE EXISTENCE OF WHICH ARE UNKNOWN TO BARTON & LOGUIDICE. 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.

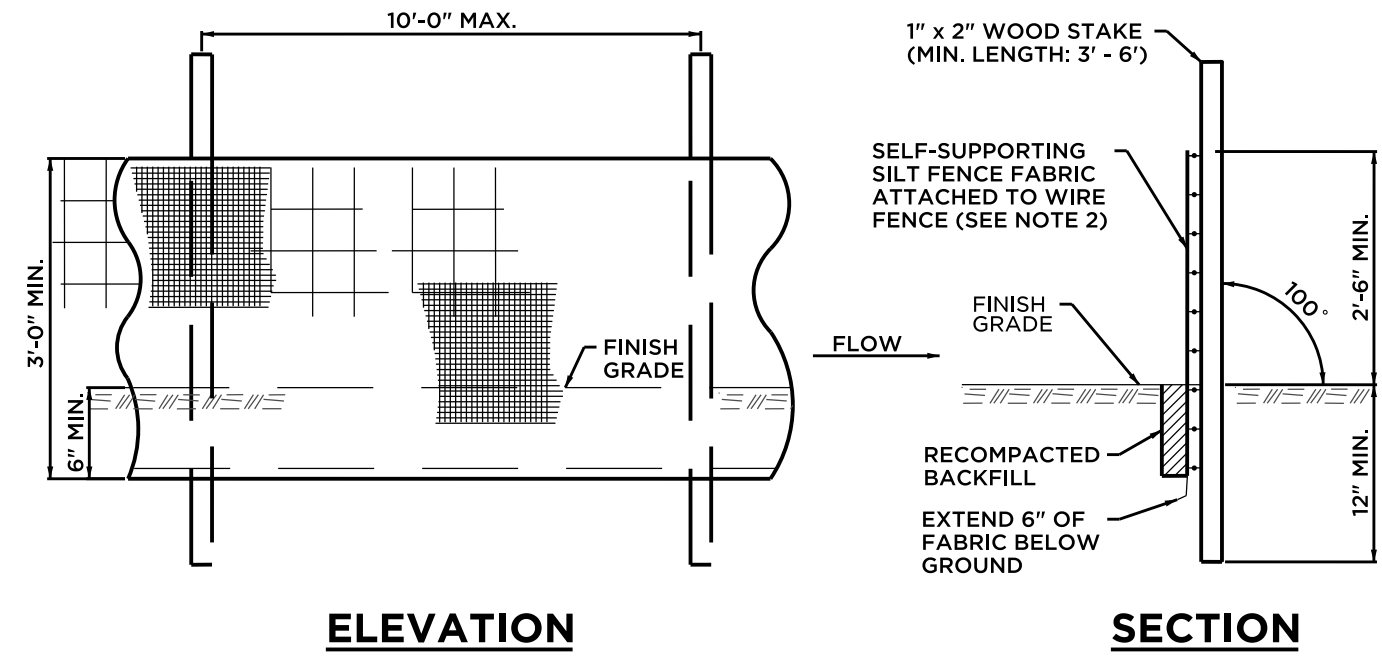
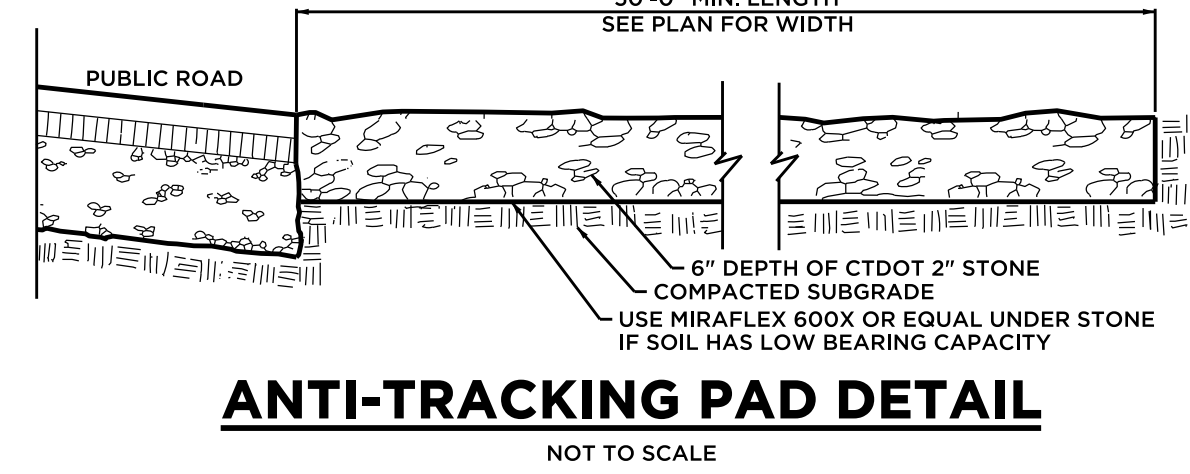
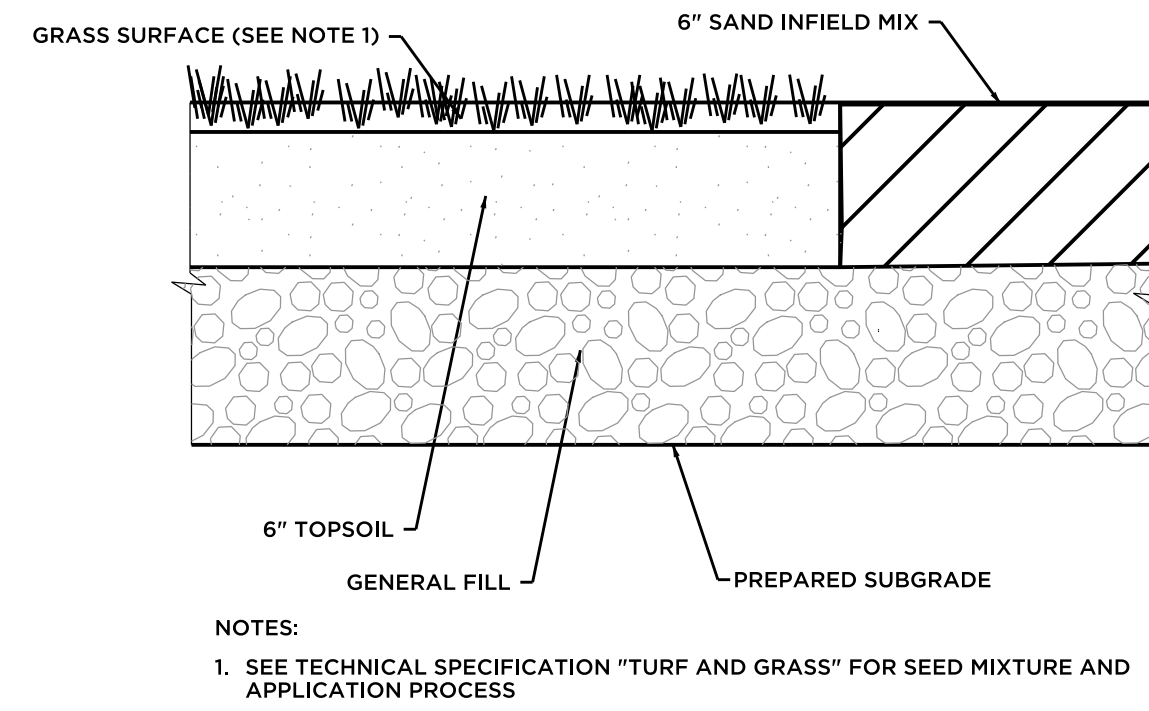
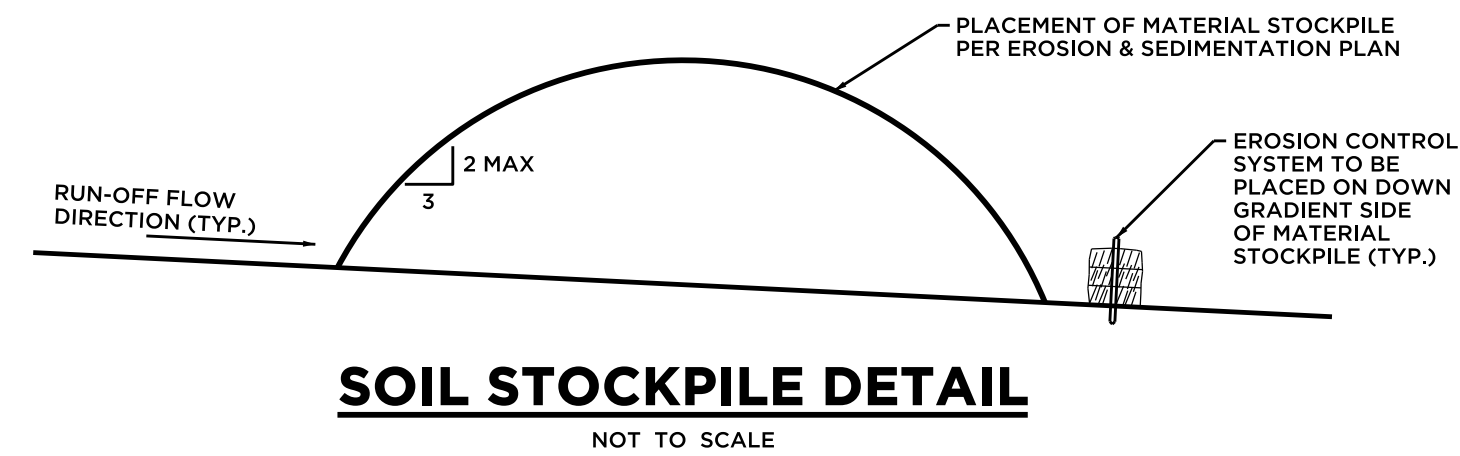
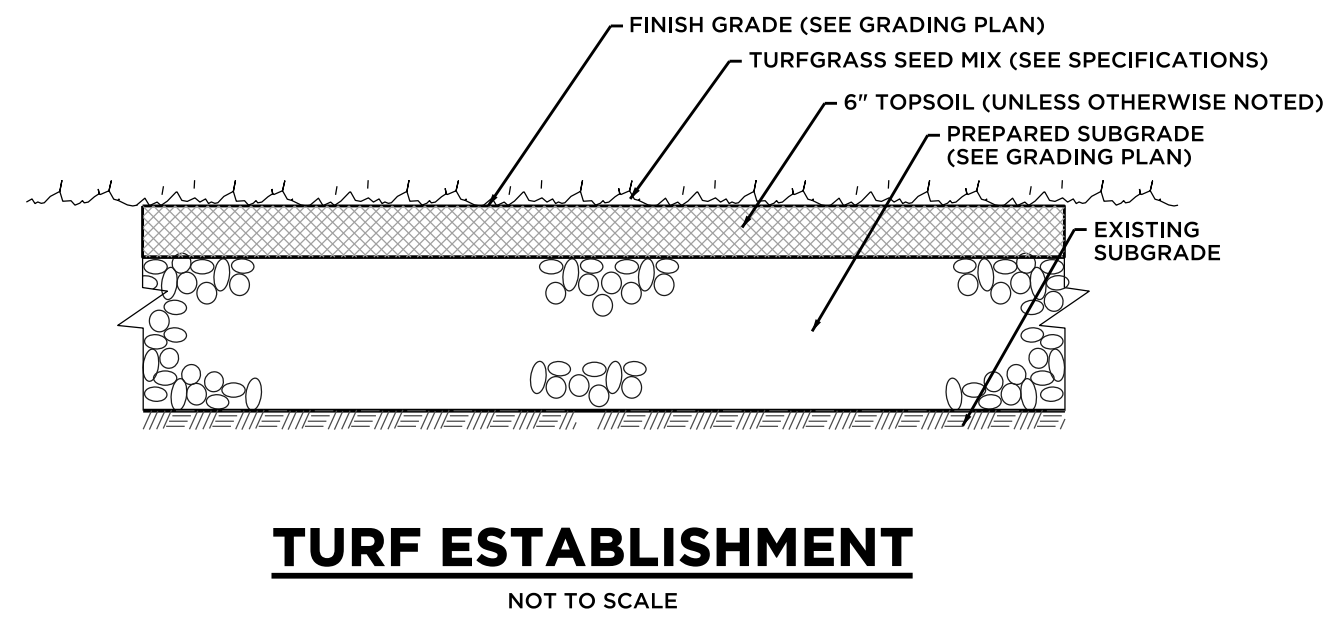
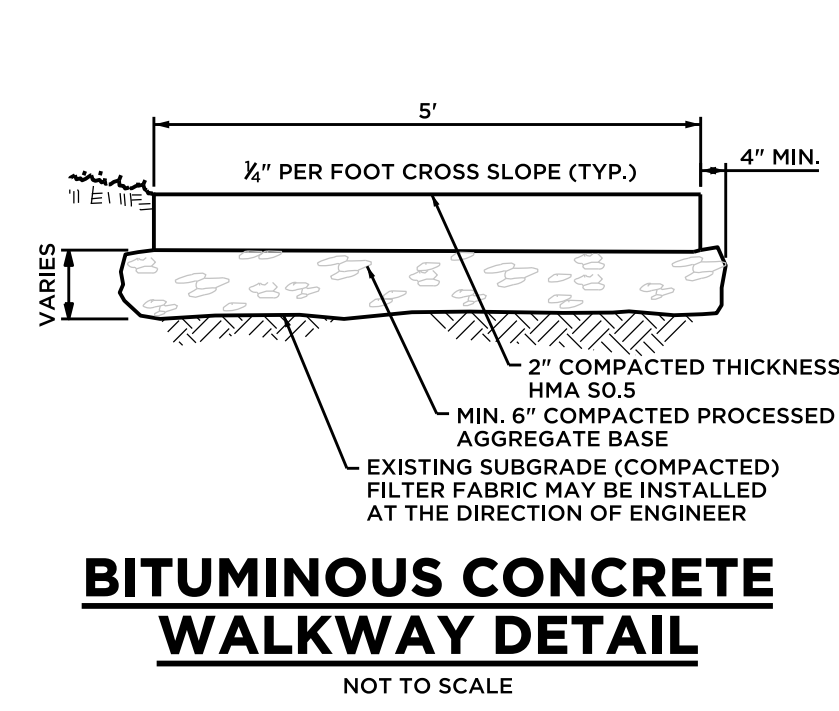
**NOTE**

- AN ANTI-TRACKING PAD SHALL BE INSTALLED AT THE PAVED ACCESS POINT TO THE SITE. EXACT LOCATION OF CONSTRUCTION ACCESS TO BE DETERMINED IN THE FIELD AND APPROVED BY THE TOWN.



		41 Sequin Drive Glastonbury, CT 06033 Phone: (860) 633-9370 Fax: (860) 633-5971 www.bartonandloguidice.com	
		Civil Engineering • Environmental Consulting • Land Surveying • Construction Management	
PROJ. ENGINEER DPL PROJ. MANAGER MNB OFFICE REVIEW KRG	HIGH SCHOOL SOFTBALL FIELD PREPARED FOR TOWN OF EAST HARTFORD LAYOUT & GRADING PLAN		
REVISIONS 02/06/24	FORBES STREET PROJECT 3093.025	DATE 11/28/23	EAST HARTFORD, CT SHEET NO. 1 OF 2
SCALE: 1" = 20'			





**EROSION & SEDIMENTATION CONTROL PLAN:**

1. ALL EROSION AND CONTROL MEASURES WILL BE INSTALLED AT THE PROJECT SITE PRIOR TO CONSTRUCTION WHEREVER POSSIBLE.
2. AN ANTI-TRACKING APRON WILL BE INSTALLED AT THE ENTRANCE TO THE CONSTRUCTION SITE IN ORDER TO PREVENT THE TRANSPORT OF SEDIMENTS OFF THE CONSTRUCTION SITE BY TRUCK AND CONSTRUCTION EQUIPMENT TRAFFIC.
3. AN EROSION CONTROL SYSTEM SHALL BE INSTALLED AROUND ALL ON-SITE STOCKPILES OF SOIL.
4. DUST CONTROL MEASURES SHALL BE APPLIED THROUGHOUT THE CONSTRUCTION PERIOD AND UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED.
5. DUST CONTROL MEASURES WILL BE APPLIED DURING THE CONSTRUCTION PERIOD UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED, AS REQUIRED BY FIELD CONDITIONS.
6. TEMPORARY SEDIMENT TRAPS WILL BE INSTALLED AS NECESSARY DURING CONSTRUCTION ACTIVITIES. ALL TEMPORARY STORMWATER DISCHARGE WILL BE DIRECTED TO THESE TRAPS.

**EROSION & SEDIMENTATION CONTROL NOTES:**

1. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AS SHOWN ON THE PLANS, OR AS DIRECTED BY THE TOWN PRIOR TO CONSTRUCTION.
2. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE "CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL", DATED 2002, AS AMENDED AND THE TOWN REGULATIONS.
3. ALL EROSION CONTROL DEVICES SHALL BE MAINTAINED OR REPLACED BY THE CONTRACTOR DURING THE CONSTRUCTION PERIOD AS NECESSARY OR AS REQUIRED BY THE ENGINEER OR TOWN.
4. ALL ON-SITE EROSION AND SEDIMENT CONTROLS ARE REQUIRED TO BE INSPECTED WITHIN 24-HOURS AFTER A RAIN EVENT OF AT LEAST A HALF-INCH, AND MAINTAINED, REPLACED OR INCREASED AS REQUIRED BY SPECIFIC FIELD CONDITIONS.
5. SEDIMENT REMOVED FROM ANY CONTROL STRUCTURES SHALL BE DISPOSED OF IN A MANNER WHICH IS CONSISTENT WITH THE INTENT OF THE PLAN.
6. ADDITIONAL EROSION CONTROL MEASURES WILL BE INSTALLED DURING THE CONSTRUCTION PERIOD IF DEEMED NECESSARY OR REQUIRED BY THE ENGINEER OR TOWN.
7. THE CONTRACTOR WILL BE RESPONSIBLE FOR IMPLEMENTING ALL EROSION AND SEDIMENTATION CONTROL DEVICES AS SHOWN ON THESE PLANS OR AS ORDERED BY THE ENGINEER.
8. ALL DISTURBED AREAS ARE TO BE RAKED, SEEDED AND FERTILIZED PER "TURF ESTABLISHMENT" SPECIFICATION IN CTDOT 818, AT THE COMPLETION OF PROJECT.
9. AREAS OUTSIDE OF PAVED AREAS, WALKS, AND BUILDINGS ARE TO RECEIVE A MINIMUM 4" OF TOPSOIL.
10. THE FOLLOWING DATES FOR SEEDING SHALL BE USED:  
 SPRING: APRIL 15 TO JUNE 15  
 FALL: AUGUST 15 TO SEPTEMBER 15
11. THE FOLLOWING GRASS SEED MIXTURES SHALL BE APPLIED AT A RATE NO LESS THAN 100 LBS. PER ACRE:

SPECIES	PROPORTION BY WEIGHT (POUNDS)	MINIMUM PURITY (PERCENT)	MINIMUM GERMINATION (PERCENT)
VELVET BENTGRASS, (AGROSTIS CANINA)	25	96	85
RED FESCUE (FESTUCA RUBRA L. SSP. RUBRA)	35	97	80
PARTRIDGE PEA (CHAMAECRISTA FASCICULATA)	10	95	90
INDIAN GRASS (SORGHASTRUM NUTANS)	15	95	90
CANADA WILDRIE (ELYMUS CANADENSIS)	5	95	90
KENTUCKY BLUE GRASS (POA PRATENSIS)	10	95	90

13. TEMPORARY GRASS SEEDING, IF NECESSARY, SHALL BE PERENNIAL RYE GRASS (LOLIUM PERENNE) APPLIED AT A RATE OF 100 LBS. PER ACRE.

**Ernst Conservation Seeds**  
 8884 Merco Hill  
 Middlefield, PA 16335  
 (800) 873-3323 Fax (814) 336-5101  
 www.ernstseeds.com

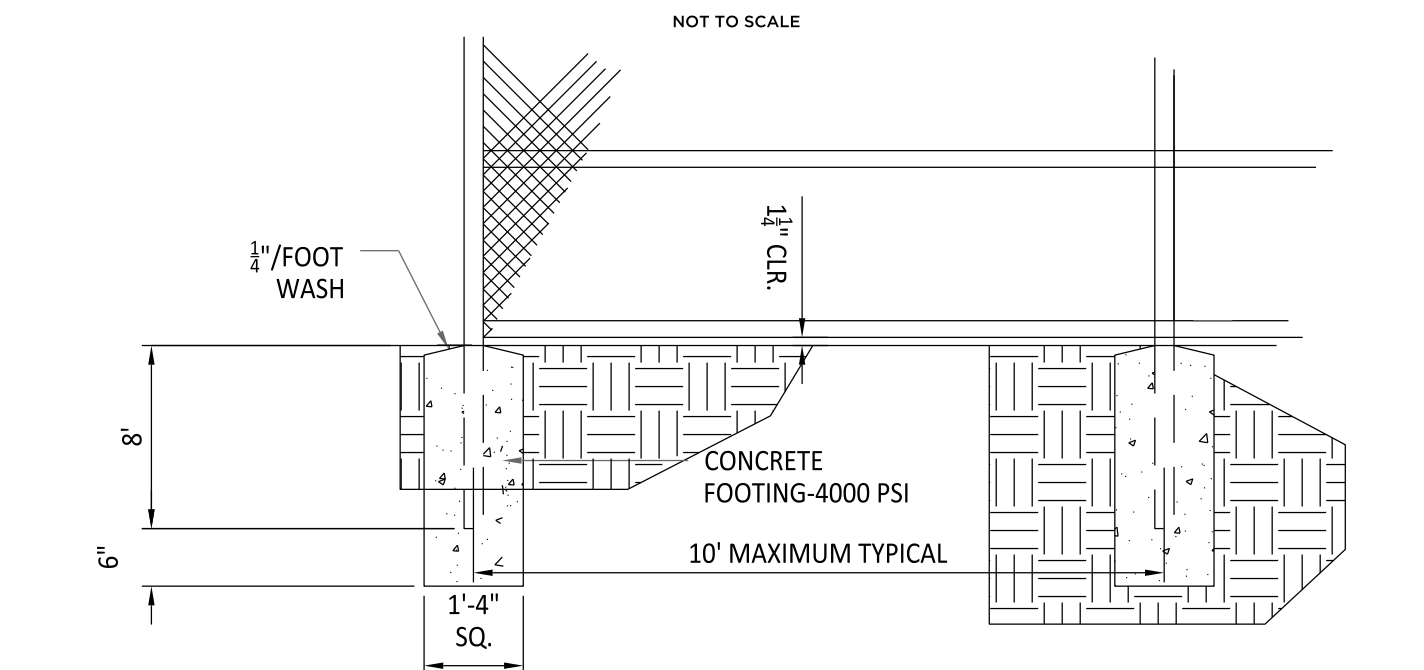
Botanical Name	Common Name	Price/lb
38.00% Festuca arvensis, 'Rye'	'Red Fescue, 'Rye'	1.90
26.00% Lolium perenne, 'Sheep Fescue'	'Kentucky Bluegrass, 'Sheep Fescue'	1.65
15.00% Festuca rubra, 'Rough Fescue'	'Red Fescue, 'Rough Fescue'	2.10
15.00% Lolium pratense, 'Rye'	'Kentucky Bluegrass, 'Rye'	2.10
18.00% Lolium multiflorum	'Kentucky Bluegrass, 'Rye'	0.90

100.00% Mix Price/lb Bulk: \$2.15

Sending Rate: 75-150 lb per acre, or 3-5 lb per 1,000 sq ft  
 Lawn & Turfgrass Sites

1. THIS MIX SPECIFIED BY ERNST CONSERVATION SEEDS IS GOOD FOR HIGH TRAFFIC AREAS AND IS SUITABLE FOR ATHLETIC FIELDS.
2. MIX FORMULATIONS FROM ERNST CONSERVATION SEEDS ARE SUBJECT TO CHANGE WITHOUT NOTICE DEPENDING ON THE AVAILABILITY OF EXISTING AND NEW PRODUCTS. WHILE THE FORMULA MAY CHANGE, THE GUIDING PHILOSOPHY AND FUNCTION OF THE MIX WILL NOT.
3. THE CONTRACTOR MAY SUBMIT AN ALTERNATIVE SEED MIX FOR CONSIDERATION BY THE TOWN ENGINEER FOR THIS PROJECT HOWEVER IT MUST BE SUITABLE FOR A HIGH TRAFFIC ATHLETIC FIELD APPLICATION.

**PLAYING SURFACE SEED MIX**



**CHAIN LINK BACKSTOP POST FOOTINGS**



**SOFTBALL FIELD CROSS SECTION (SAND)**

**TEST PIT DATA**

DATE: 05/04/23;  
 BARTON & LOGUIDICE, LLC

SOIL PROFILES RECORDED AT 8:30 AM.  
 WATER LEVELS AND SAMPLES TAKEN AT 11 AM  
 AFTER WATER LEVELS HAD EQUALIZED.

**TP-1 (Center Diamond Softball Field):**

Overall Depth: 38"  
 Water: 25"  
 Soil Profile:  
 0" - 2": Clay, Red  
 2" - 8": Topsoil  
 8" - 19": Native Sand, Orange, Course  
 19" - 38": Sand, Grey, Course

**TP-2 (Right Field):**

Overall Depth: 41"  
 Water: 24"  
 Soil Profile:  
 0" - 5": Topsoil  
 5" - 24": Native Sand, Orange, Course  
 22": Staining - possible mottling  
 24" - 35": Sand, Grey, Course  
 - Sample taken at 22" deep with bucket and tube

**TP-3 (Center Field):**

Overall Depth: 44"  
 Water: 36"  
 Soil Profile:  
 0" - 5": Topsoil  
 5" - 30": Native Sand, Orange, Compact  
 31": Staining - possible mottling  
 30" - 44": Sand, Grey, Fine, Loose  
 - More compact overall than test pit 1 and 2,  
 - specifically through 5" - 30" layer.  
 - Slight change at 15"

**TP-4 (Left Field):**

Overall Depth: 46"  
 Water: 32"  
 Soil Profile:  
 0" - 5": Topsoil  
 5" - 27": Native Sand, Orange, Fine, Compact, no staining, trace silt  
 20-29": Staining - possible mottling  
 27" - 46": Sand, Grey, Fine, Loose  
 Sample taken at 22" deep with bucket and tube

**TP-5 (Deep Center Field):**

Overall Depth: 52"  
 Water: 42"  
 Soil Profile:  
 0" - 6": Topsoil  
 6" - 14": Orange/brown sandy fill  
 14" - 20": Topsoil with roots  
 20" - 34": Native Sand, Orange, Fine, loose, no staining, no silt  
 34" - 45": Sand, Grey, Fine, Loose  
 - Truck got stuck in field a few days ago  
 - Water seeps out of topsoil layer 14"-20"  
 - Sample taken at 26" deep with bucket and tube

**TEST PIT DATA**

DATE: 01/05/24;  
 SOIL PROFILES RECORDED AT 8:00 AM.  
 BARTON & LOGUIDICE, LLC

**TP-201 (Infield):**

Overall Depth: 55"  
 Water: 45"  
 Soil Profile:  
 0" - 6": Topsoil  
 6" - 23": Native Sand, Orange, Compact  
 23" - 55": Native Sand, Orange, Compact, Fine

**TP-202 (Proposed Home Plate):**

Overall Depth: 52"  
 Water: 42"  
 Soil Profile:  
 0" - 5": Topsoil  
 5" - 18": Native Sand, Orange, Fine  
 18" - 42": Sand, Grey, Fine, Loose  
 42" - 52": Sand, Grey, Water (a lot)

**TP-203 (Near Existing Fence by Hill):**

Overall Depth: 56"  
 Water: 48"  
 Soil Profile:  
 0" - 12": Topsoil  
 12" - 26": Native Sand, Orange, Compact, fine  
 26" - 56": Sand, Grey, Compact, Fine

**TP-204 (Near Mobile Trailer by Hill):**

Overall Depth: 48"  
 Water: 37"  
 Soil Profile:  
 0" - 25": Topsoil  
 25" - 29": More Topsoil and Cement (4" tall)  
 29" - 37": Red Rock and start of Sand, Orange, Compact  
 37" - 48": Water (filled up fast)  
 - Red rock and cement present around test pit  
 o More red rock and cement could be found past this test pit toward woods

**TP-205 (Deepest part of Center Field):**

Overall Depth: 52"  
 Water: 41"  
 Soil Profile:  
 0" - 5": Topsoil  
 5" - 10": Orange/Brown Sandy Fill  
 10" - 21": Topsoil  
 21" - 30": Native Sand, Orange, Fine, Loose  
 30" - 52": Sand, Grey, Fine, Loose  
 - Trucks get stuck in field  
 Extra topsoil present under orange sandy fill layer

**TP-206 (Center Field):**

Overall Depth: 56"  
 Water: 44"  
 Soil Profile:  
 0" - 12": Topsoil (Some sand in-between topsoil layer on one side only)  
 12" - 33": Native Sand, Orange, Compact, Fine  
 33" - 44": Sand, Grey, Compact, Fine  
 44" - 56": More Grey Sand and Water

**TP-207 (Left Field):**

Overall Depth: 60"  
 Water: 52"  
 Soil Profile:  
 0" - 7": Topsoil  
 7" - 24": Native Sand, Orange, Fine  
 24" - 60": Sand, Grey, Fine, Loose



**Barton & Loguidice**  
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PROJ. ENGINEER: DPL  
 PROJ. MANAGER: MNB  
 OFFICE REVIEW: MNB

REVISIONS  
 02/06/24

PREPARED FOR  
 TOWN OF EAST HARTFORD  
**DETAILS**

FORBES STREET EAST HARTFORD, CT

PROJECT: 3093-025 DATE: 11/28/23 SHEET NO. 2 OF 2

SCALE: AS NOTED