

Project Bidding Specifications  
Volume 1 of 1

# **Invitation to Bid 31-165 Olson Drive Phase I Remediation Ansonia, Connecticut**

Contracting Agency:

City of Ansonia  
253 Main Street  
Ansonia, CT 06401

July 2024

**Tighe&Bond**  
1000 Bridgeport Ave.  
Shelton, CT 06484

<b><u>Section</u></b>	<b><u>Title</u></b>
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**Division 0 – Bidding and Contract Requirements**

00100	Invitation to Bid
00200	Instructions to Bidders
00410	Bid Form
00430	Bid Bond
00520	Agreement
00610	Performance Bond
00615	Payment Bond
00620	Application for Payment
00700	General Conditions
00800	Supplementary Conditions
	CHRO Forms

**Division 1 – General Requirements**

01110	Summary of Work
01140	Work Restrictions
01350	Health and Safety Plan

**Division 2 – Site Construction**

02110	Contaminated Soil Excavation
02120	Transportation and Disposal of Contaminated Materials
02315	Excavation, Backfill, and Compaction
02320	Borrow Materials

**Division 31 – Earth Work**

311100	Site Preparation
312500	Soil Erosion and Sediment Control

**Drawings**

Sheet 1	Cover
Sheet 2	C-001 General Notes, Abbreviations, and Legend
Sheet 3	C-101 Existing Conditions
Sheet 4	C-201 Soil Excavation Notes, and Details
Sheet 5	C-202 Stockpile, Notes, and Details
Sheet 6	C-301 Soil Erosion and Sedimentation Control Plan
Sheet 7	C-302 Soil Erosion and Sedimentation Control Narrative and Details

**Attachments**

Attachment No. 1 – Developer Design Specifications

Attachment No. 2 - State of Connecticut Department of Economic and Community Development Bidding, Contracting & Construction Guidelines for State Programs, Revised May 2019.

<b><u>Section</u></b>	<b><u>Title</u></b>
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Attachment No. 3 – 31-165 Olson Drive Phase I Remediation Release Area Summary Tables and Laboratory Analytical Reports	
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Attachment No. 4 - 31-165 Olson Drive Phase I Remediation Stockpile Summary Table and Laboratory Analytical Reports	
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## SECTION 00100

## CITY OF ANSONIA

## ANSONIA, CONNECTICUT

## ADVERTISEMENT FOR BIDS

Bids must be submitted to Diana Branch Assistant City Clerk via email at [dbranch@ansoniac.org](mailto:dbranch@ansoniac.org) by 11:00 AM on Wednesday, July 31, 2024. The email will need to have "31-165 Olson Drive Phase I Remediation Project" in the subject line. A pricing sheet for the bids will be made public on the City's website following receipt of bids..

Bidders must be pre-qualified by the State of Connecticut Department of Administrative Services in accordance with C.G.S. Sec. 4b-91. In addition, bidders must comply with the State of Connecticut Department of Economic and Community Development Bidding, Contracting & Construction Guidelines for State Programs, Revised May 2019. A copy of the guidelines is attached.

In general, the work consists of excavation and off-site disposal of contaminated soil, backfilling, screening of soil piles and concrete for either reuse or disposal as well as the removal and off-site disposal of building debris and excess material from the screening process. Remediation activities for soil are being conducted in order to make progress toward compliance with the Connecticut Remediation Standard Regulations (RSRs).

Bids shall be on a lump sum and unit price basis as indicated in the Bid Form. The project will be subject to bidding and award requirements of the City of Ansonia. The selected contractor will be required to begin work on the project within 10-days of being awarded and provided notice to proceed.

The Contract Documents will be available on Wednesday, July 10, 2024 at no cost at the City of Ansonia website, <http://cityofansoniac.com/news/>.

Questions must be received by Tuesday, July 23, 2024 at 2 PM and should be directed in writing to Sheila O'Malley, Economic Development Director (EDD) by email at [somalley@ansoniac.org](mailto:somalley@ansoniac.org) and Diana Branch at [dbranch@ansoniac.org](mailto:dbranch@ansoniac.org).

This project is being funded by a grant from the Department of Economic and Community Development. Sections 00200, 00520 and 00800 contain the funding program construction contract requirements, all of which shall be applicable to this project.

A mandatory pre-Bid conference will be held at the site on Thursday July 18, 2024 at 10:00AM. The City of Ansonia is an Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding S/M/W/DisBE certification from the Connecticut



Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-a-side goals.

The City reserves the right to waive any technical defects in the bids, to reject bids which do not conform to the terms and conditions describe in the specifications; to reject any, any part of, or all bids; to waive informalities or irregularities in the bidding process, and to accept that bid which the City deems to be in the best interest, whether or not it is the lowest dollar proposal. The City reserves the right to amend, cancel, postpone, withdraw, or resubmit this Invitation for Bid at any time if it is in the best interest of the City to do so.

END OF SECTION

## SECTION 00410

## FORM FOR GENERAL BID

## PROJECT IDENTIFICATION:

31-165 Olson Drive Phase I Remediation, Ansonia, CT

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to This Bid
8. Bid Submittal

## ARTICLE 1 - BID RECIPIENT

## 1.1 This Bid is submitted to:

City of Ansonia Purchasing Department

253 Main Street

Ansonia, CT 06401

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

## ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid deposit. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 - BIDDER'S REPRESENTATIONS

## 3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and hereby acknowledges the receipt of all Addenda.
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware that the estimated quantities on the Bid Form are subject to Article 13.03 of the General Conditions (Section 00700).

#### ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Bidder certifies that, under penalty of perjury, Bidder is not presently debarred from doing public construction work in the State of Connecticut under the provisions of Section 31-53a of the Connecticut General Statutes or any other applicable debarment provisions of any other chapter of the General Statutes or any rule or regulation promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 4.2 Bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.

- 4.3 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 4.4 Bidder certifies that Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 4.5 Bidder certifies that Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4.6 Bidder certifies that Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
- A. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - B. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - C. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - D. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 - BASIS OF BID

- 5.1 Bidder proposes to furnish all labor, materials, equipment, transportation, and disposal costs to complete screening, processing, excavation, and restoration activities required for 31-165 Olson Drive Phase I Remediation in accordance with the accompanying Bidding Documents prepared by Tighe & Bond, Inc., for the Contract Price specified below, subject to additions and deductions according to the terms of the Bidding Documents.
- 5.2 This Bid includes Addenda numbered \_\_\_\_\_.
- 5.3 The proposed Contract Price (Items 1 through 17) is:
- \_\_\_\_\_ dollars
- (words)
- (\$ \_\_\_\_\_)
- (figures)
- 5.4 The subdivision of the proposed Contract Price is requested on the following page. The amount provided for each Item Number must be inclusive of all labor, equipment, materials, and approvals/permits to complete the work in accordance with specifications.
- 5.5 The City reserves the right to award all or some of the bid items as part of the contract, depending upon available funding.

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
1	Mobilization/Demobilization, per lump sum, the price of:  _____ (\$ _____ )	Lump Sum =	\$ _____
2	Sedimentation and Erosion Controls for the project duration (90 days) includes temporary stockpile areas, per lump sum, the price of:  _____ (\$ _____ )	Lump Sum =	\$ _____
3	One day of test pitting, per lump sum, the price of:  _____ (\$ _____ )	Lump Sum =	\$ _____
4	Screening of Topsoil Piles (Piles 1-6, 8, 9 and 11) including stockpiling of finished product and excess materials separately, per cubic yard, the price of:  _____ (\$ _____ )	Estimate 3,000 Cubic Yards for comparison purposes =	\$ _____
5	Topsoil and excess material (Piles 1-6, 8, 9 and 11) disposal of topsoil and/or excess materials separately, per ton, the price of:  _____ (\$ _____ )	Estimate 1,500 tons for comparison purposes =	\$ _____
6	Construction and Demolition Debris Pile removal and disposal (non-hazardous material), per ton, the price of:  _____ (\$ _____ )	Estimate 3,150 tons for comparison purposes  Per Ton =	\$ _____

- ( \$ )
- 7 Concrete processing for reuse as backfill (non-hazardous materials), per cubic yard, the price of: Estimate 200 Cubic Yards for comparison purposes
- Per Cubic Yard = \$ \_\_\_\_\_
- 
- ( \$ )
- 8 Screening of Pile 10 to 3.5-inch minus, stockpile for reuse as backfill, per cubic yard, the price of: Estimate 11,100 Cubic Yards for comparison purposes
- Per Cubic Yard = \$ \_\_\_\_\_
- 
- ( \$ )
- 9 Removal and disposal of excess material generated from screening Pile 10 (non-hazardous materials), per ton, the price of: Estimate 5,000 tons for comparison purposes
- Per Ton = \$ \_\_\_\_\_
- 
- ( \$ )
- 10 Excavation and stockpiling as needed of petroleum impacted soil (non-hazardous) from approx. 5-15 feet below grade per cubic yard, the price of: Estimate 600 cubic yards for comparison purposes
- Per Cubic Yard = \$ \_\_\_\_\_
- 
- ( \$ )
- 11 Excavation and stockpiling of PAH impacted soil from approx. 4-10 feet below grade per cubic yard, the price of: Estimate 170 cubic yards for comparison purposes
- Per Cubic Yard = \$ \_\_\_\_\_
- 
- ( \$ )
- 12 Excavation and stockpiling of PFAs impacted soil from approx. 4-10 feet below grade per cubic yard, the price of: Estimate 360 cubic yards for comparison purposes

Per Cubic Yard = \$\_\_\_\_\_

\_\_\_\_\_  
(\$ \_\_\_\_\_ )

- 13 Loading, transportation and disposal of non-hazardous petroleum impacted soil, per ton, the price of:

Estimate 550 tons for comparison purposes

Per Ton = \$\_\_\_\_\_

\_\_\_\_\_  
(\$ \_\_\_\_\_ )

- 14 Loading, transportation and disposal of non-hazardous PAH impacted soil, per ton, the price of :

Estimate 250 tons for comparison purposes

Per Ton= \$\_\_\_\_\_

\_\_\_\_\_  
(\$ \_\_\_\_\_ )

- 15 Loading, transportation and disposal of non-hazardous PFAs impacted soil, per ton, the price of:

Estimate 250 tons for comparison purposes

Per Ton = \$\_\_\_\_\_

\_\_\_\_\_  
(\$ \_\_\_\_\_ )

- 16 Backfilling of remedial excavations (Bid Items 10, 11 & 12) with processed material (from Pile 10) includes placement and compaction, per cubic yard the price of:

Estimate 1,130 Cubic Yards for comparison purposes

Cubic Yard = \$\_\_\_\_\_

\_\_\_\_\_  
(\$ \_\_\_\_\_ )

- 17 Importing and placement of Borrow material for use as backfill, per cubic yard, the price of:

Estimate 1,130 Cubic Yards for comparison purposes

Cubic Yard = \$\_\_\_\_\_

\_\_\_\_\_  
(\$ \_\_\_\_\_ )

- 5.6 Unit pricing shown above will be used for calculating additions or deductions to certain items in the Contract Price based on actual quantities measured.

#### ARTICLE 6 - TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times as stated in the Agreement.

#### ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.1 The following documents are attached to and made a condition of this Bid:

Bid deposit in the amount of \_\_\_\_\_ dollars  
(\$\_\_\_\_\_), consisting of a bid bond in the amount of ten percent of the total amount of Bid

- A. Evidence of authority to sign
- B. List of Project References
- C. Evidence of authority to do business in the state of Connecticut; or a written covenant to obtain such license within the time for acceptance of Bids
- D. Evidence of Bidder's qualifications in accordance with Article 3 of Section 00200
- E. List of Project References
- F. Financial Statement
- G. DAS Pre-Qualification Certificate
- H. A list of adversarial proceedings in which the bidder is or was a party within the past five years that relate to the procurement or performance of any public or private construction contract together with a brief statement as to outcome if concluded or status if pending.
- I. A list of any projects on which the firm was terminated or failed to complete the work within the past five years, including a brief explanation for each instance listed.
- J. List of Subcontractors



ARTICLE 8 - BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]*

*[Printed name]*

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

*[Printed name]*

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

*(where applicable)*

END OF SECTION

## SECTION 00520

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION  
CONTRACT

This Agreement is by and between the City of Ansonia, Connecticut, hereinafter called Owner and \_\_\_\_\_ hereinafter called Contractor.

Owner and Contractor hereby agree as follows:

## ARTICLE 1 WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described with the following title: "31-165 Olson Drive Phase I Remediation".

## ARTICLE 2 ENGINEER

- 2.1 The part of the Project that pertains to the Work has been prepared by Tighe & Bond, Inc.
- 2.2 The Owner has retained Tighe & Bond ("Engineer") to act as Owner's representative, assuming all duties and responsibilities, rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 3 CONTRACT TIMES

## 3.1 Time of the Essence

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

## 3.2 Substantial Completion and Final Payment

- A. The Work will be substantially completed within 90 days from the date of the Notice to Proceed and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 150 days from the date of the Notice to Proceed.

## 3.3 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.1 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 3.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Complete and Ready for Final Payment: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the Work within the Contract Time (as duly adjusted pursuant to the Contract), for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.

2. The amount of liquidated damages increases to \$1,000.00 for each day that expires beyond November 1, 2024 if the Work has not been completed.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 4 CONTRACT PRICE

- 4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the prices stated in Contractor's Bid, attached hereto as an exhibit, subject to adjustment under the Contract.
- 4.2 The total amount will be adjusted by Bid Items selected to be implemented by the Owner and measurement of actual quantities measured in strict conformity with the provisions contained herein.

#### ARTICLE 5 PAYMENT PROCEDURES

- 5.1 Applications for Payment shall be processed in accordance with Article 15 of the General Conditions and in accordance with Connecticut General Law.
- 5.2 Owner shall make progress payments on account of the Contract Price on the basis of processed Applications for Payment monthly during construction, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All progress payments will be measured by the Schedule of Values established as provided in the General Conditions, or in the event there is no schedule of values, as provided elsewhere in the Contract.
- 5.3 Owner shall retain from progress payments five percent of the value of Work completed.
- 5.4 Final Payment
  - A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

#### ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

- 6.1 Contractor makes the following representations:
  - A. Contractor agrees to start work on the project within 10 days of notice to proceed.
  - B. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - C. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - D. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - E. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the

Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- F. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- G. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- H. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 7 CONTRACT DOCUMENTS

### 7.1 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00520-1 to 00520-7, inclusive);
  - 2. Performance Bond (pages 1 to 3, inclusive);
  - 3. Payment Bond (pages 1 to 3, inclusive);
  - 4. General Conditions (title pages, table of contents, and pages 1 to 65, inclusive);
  - 5. Supplementary Conditions (pages 00800-1 to 00800-11, inclusive);
  - 6. Specifications (Divisions 1 through 31);
  - 7. Drawings (not attached but incorporated by reference) consisting of a cover sheet and 6 sheets numbered C-001, C-101 and C-201, C-202. and C-301 and C-302, inclusive, with each sheet bearing the following general title: "31-165 Olson Drive Phase I Remediation";
  - 8. Addenda (Attachment numbers 1 to 4, inclusive);
  - 9. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 00410-1 to 00410-10, inclusive);
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed;
  - b. Work Change Directives;
  - c. Change Order(s);
  - d. Field Orders
- B. The documents listed in Paragraph 7.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 8 MISCELLANEOUS

### 8.1 Terms

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

### 8.2 Assignment of Contract

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

### 8.3 Successors and Assigns

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

### 8.4 Severability

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

## 8.5 Contractor Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.5:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## 8.6 Other Provisions

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

\_\_\_\_\_

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

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

[CORPORATE SEAL]

Attest \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

CONTRACTOR:

\_\_\_\_\_

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

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

[CORPORATE SEAL]

Attest \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_  
(Where applicable)

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

Certified as to the availability of funds:

---

Date

---

Signed

---

Title

END OF SECTION



## BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

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

**BIDDER**

**SURETY**

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

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

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

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

\_\_\_\_\_  
Title Title

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

\_\_\_\_\_  
Title Title

*Note: Addresses are to be used for giving any required notice.*

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

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

## PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

### CONTRACTOR AS PRINCIPAL

### SURETY

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

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

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

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

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

## PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

### CONTRACTOR AS PRINCIPAL

### SURETY

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

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

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the

Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



## Contractor's Application for Payment No. \_\_\_\_\_

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

### Application For Payment Change Order Summary

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

### Contractor's Certification

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

By:

Date:

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ Funding Agency (if applicable) \_\_\_\_\_ (Date)

## Progress Estimate - Lump Sum Work

## Contractor's Application

[illegible]

**Section 00700 – General Conditions**

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology .....	1
1.01 Defined Terms .....	1
1.02 Terminology .....	5
Article 2 – Preliminary Matters .....	6
2.01 Delivery of Bonds and Evidence of Insurance .....	6
2.02 Copies of Documents .....	6
2.03 Before Starting Construction .....	6
2.04 Preconstruction Conference; Designation of Authorized Representatives .....	7
2.05 Initial Acceptance of Schedules .....	7
2.06 Electronic Transmittals .....	7
Article 3 – Documents: Intent, Requirements, Reuse .....	8
3.01 Intent .....	8
3.02 Reference Standards .....	8
3.03 Reporting and Resolving Discrepancies .....	8
3.04 Requirements of the Contract Documents .....	9
3.05 Reuse of Documents .....	10
Article 4 – Commencement and Progress of the Work .....	10
4.01 Commencement of Contract Times; Notice to Proceed .....	10
4.02 Starting the Work .....	10
4.03 Reference Points .....	10
4.04 Progress Schedule .....	10
4.05 Delays in Contractor’s Progress .....	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions .....	12
5.01 Availability of Lands .....	12
5.02 Use of Site and Other Areas .....	12
5.03 Subsurface and Physical Conditions .....	13
5.04 Differing Subsurface or Physical Conditions .....	14
5.05 Underground Facilities .....	15

5.06	Hazardous Environmental Conditions at Site.....	17
Article 6 – Bonds and Insurance .....		19
6.01	Performance, Payment, and Other Bonds .....	19
6.02	Insurance—General Provisions .....	19
6.03	Contractor’s Insurance .....	20
6.04	Owner’s Liability Insurance .....	23
6.05	Property Insurance.....	23
6.06	Waiver of Rights .....	25
6.07	Receipt and Application of Property Insurance Proceeds .....	25
Article 7 – Contractor’s Responsibilities .....		26
7.01	Supervision and Superintendence .....	26
7.02	Labor; Working Hours .....	26
7.03	Services, Materials, and Equipment.....	26
7.04	“Or Equals” .....	27
7.05	Substitutes .....	28
7.06	Concerning Subcontractors, Suppliers, and Others .....	29
7.07	Patent Fees and Royalties .....	31
7.08	Permits .....	31
7.09	Taxes .....	32
7.10	Laws and Regulations.....	32
7.11	Record Documents.....	32
7.12	Safety and Protection.....	32
7.13	Safety Representative .....	33
7.14	Hazard Communication Programs .....	33
7.15	Emergencies .....	34
7.16	Shop Drawings, Samples, and Other Submittals.....	34
7.17	Contractor’s General Warranty and Guarantee.....	36
7.18	Indemnification .....	37
7.19	Delegation of Professional Design Services .....	37
Article 8 – Other Work at the Site .....		38
8.01	Other Work .....	38
8.02	Coordination .....	39
8.03	Legal Relationships.....	39

Article 9 – Owner’s Responsibilities.....	40
9.01 Communications to Contractor.....	40
9.02 Replacement of Engineer .....	40
9.03 Furnish Data .....	40
9.04 Pay When Due.....	40
9.05 Lands and Easements; Reports, Tests, and Drawings .....	40
9.06 Insurance .....	40
9.07 Change Orders.....	40
9.08 Inspections, Tests, and Approvals .....	41
9.09 Limitations on Owner’s Responsibilities .....	41
9.10 Undisclosed Hazardous Environmental Condition.....	41
9.11 Evidence of Financial Arrangements.....	41
9.12 Safety Programs .....	41
Article 10 – Engineer’s Status During Construction.....	41
10.01 Owner’s Representative.....	41
10.02 Visits to Site.....	41
10.03 Project Representative.....	42
10.04 Rejecting Defective Work.....	42
10.05 Shop Drawings, Change Orders and Payments.....	42
10.06 Determinations for Unit Price Work .....	42
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work .....	42
10.08 Limitations on Engineer’s Authority and Responsibilities.....	42
10.09 Compliance with Safety Program.....	43
Article 11 – Amending the Contract Documents; Changes in the Work .....	43
11.01 Amending and Supplementing Contract Documents .....	43
11.02 Owner-Authorized Changes in the Work .....	44
11.03 Unauthorized Changes in the Work .....	44
11.04 Change of Contract Price .....	44
11.05 Change of Contract Times .....	45
11.06 Change Proposals .....	45
11.07 Execution of Change Orders.....	46
11.08 Notification to Surety.....	47
Article 12 – Claims.....	47



12.01	Claims .....	47
Article 13 – Cost of the Work; Allowances; Unit Price Work.....		48
13.01	Cost of the Work .....	48
13.02	Allowances .....	50
13.03	Unit Price Work .....	51
Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....		52
14.01	Access to Work.....	52
14.02	Tests, Inspections, and Approvals .....	52
14.03	Defective Work.....	53
14.04	Acceptance of Defective Work.....	53
14.05	Uncovering Work .....	53
14.06	Owner May Stop the Work .....	54
14.07	Owner May Correct Defective Work.....	54
Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period .....		55
15.01	Progress Payments .....	55
15.02	Contractor’s Warranty of Title .....	58
15.03	Substantial Completion .....	58
15.04	Partial Use or Occupancy .....	59
15.05	Final Inspection .....	59
15.06	Final Payment.....	59
15.07	Waiver of Claims .....	61
15.08	Correction Period .....	61
Article 16 – Suspension of Work and Termination .....		62
16.01	Owner May Suspend Work .....	62
16.02	Owner May Terminate for Cause .....	62
16.03	Owner May Terminate For Convenience .....	63
16.04	Contractor May Stop Work or Terminate .....	63
Article 17 – Final Resolution of Disputes .....		64
17.01	Methods and Procedures .....	64
Article 18 – Miscellaneous .....		64
18.01	Giving Notice .....	64
18.02	Computation of Times.....	64
18.03	Cumulative Remedies .....	64

18.04	Limitation of Damages .....	65
18.05	No Waiver .....	65
18.06	Survival of Obligations .....	65
18.07	Controlling Law .....	65
18.08	Headings.....	65

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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

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

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

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

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

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

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

### **2.03 *Before Starting Construction***

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



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

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

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

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

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

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### **3.02 *Reference Standards***

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

#### **3.03 *Reporting and Resolving Discrepancies***

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

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

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

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

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

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

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

### 4.02 *Starting the Work*

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

### 4.03 *Reference Points*

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

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

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

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

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

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

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



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

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

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

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

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

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

### 6.02 *Insurance—General Provisions*

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

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

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

#### 6.03 *Contractor's Insurance*

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

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

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

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



#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

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

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

#### 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

#### 6.07 *Receipt and Application of Property Insurance Proceeds*

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

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

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

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### **7.01   *Supervision and Superintendence***

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### **7.02   *Labor; Working Hours***

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### **7.03   *Services, Materials, and Equipment***

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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

#### 7.05 *Substitutes*

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

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

7.06 *Concerning Subcontractors, Suppliers, and Others*

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

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.



O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *Taxes*

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

#### 7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

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

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
  - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
  - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
  - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
  - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

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

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

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

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

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

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

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

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

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

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

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

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

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

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

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

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.



## 8.02 *Coordination*

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

## 8.03 *Legal Relationships*

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

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01    *Communications to Contractor***

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

### **9.02    *Replacement of Engineer***

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

### **9.03    *Furnish Data***

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

### **9.04    *Pay When Due***

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

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

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

### **9.06    *Insurance***

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

### **9.07    *Change Orders***

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

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

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

#### 11.01 *Amending and Supplementing Contract Documents*

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

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

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

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

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

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

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

#### 11.06 *Change Proposals*

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

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

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

#### 11.07 *Execution of Change Orders*

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



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

#### 11.08 *Notification to Surety*

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

### ARTICLE 12 – CLAIMS

#### 12.01 *Claims*

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

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

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

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

### **13.01 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.01 *Access to Work***

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

### **14.02 *Tests, Inspections, and Approvals***

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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

#### 14.03 *Defective Work*

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

#### 14.04 *Acceptance of Defective Work*

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

#### 14.05 *Uncovering Work*

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

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

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

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will



include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

### **15.01 *Progress Payments***

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

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

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

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

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

#### 15.03 *Substantial Completion*

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

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

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

#### 15.06 *Final Payment*

- A. *Application for Payment:*
  - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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

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

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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

#### 15.07 *Waiver of Claims*

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

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

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



and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

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

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

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

## **ARTICLE 18 – MISCELLANEOUS**

### **18.01 *Giving Notice***

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

### **18.02 *Computation of Times***

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

### **18.03 *Cumulative Remedies***

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

## SECTION 00800

## SUPPLEMENTARY CONDITIONS

## PART 1 AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

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

The address system used in the Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Delete paragraph 1.01A.38 in its entirety and insert the following in its place:

1.01A.38. Specifications – Sections included under Division 1 through Division 2 of the Project Manual.

## ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Delete paragraph 2.02A in its entirety.

## ARTICLE 3 –DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01 Replace paragraph 3.01E with the following paragraph:

3.01E In the event of conflicts, inconsistencies or discrepancies among the Contract Documents, to the extent applicable, the better quality or greater quantity of work shall be provided without change to the Contract Price. In the event of such conflicts, inconsistencies or discrepancies which do not relate to the quality or quantity of work, the Contractor shall request clarifications or interpretations from the Engineer as provided herein.

SC-3.01 Add the following new paragraph immediately after paragraph 3.01E:

3.01F Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

## ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Delete paragraph 4.01A in its entirety and insert the following in its place:

4.01A The Contract Times will commence to run on the date specified in the Notice to Proceed.

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

SC-5.03 Add the following new paragraphs immediately after paragraph 5.03B.3:

5.03C In the preparation of Drawings and Specifications, Engineer has relied upon the data obtained from tests of subsurface and latent physical conditions of the site. Such data is in the form of boring logs which are available upon request. The locations of the test borings are shown on the Drawings. Such logs and samples are not part of the Contract Documents.

5.03C.1 The subsurface data are not guaranteed as to accuracy or completeness.

5.03C.2 Bidders are cautioned that the subsurface data have been utilized for general design purposes only. No explicit or implicit representation is made as to the nature of the materials which may be encountered below the surface of the ground.

5.03C.3 The making available of this subsurface data to Bidders is not intended to relieve them from their responsibility to familiarize themselves with subsurface and other site conditions.

SC-5.06 Add the following new paragraphs immediately after paragraph 5.06A.2:

5.06A.3 The following reports regarding Environmental Conditions at the Site are known to the Owner. Copies of these reports will be made available on the City's website. Such items are not part of the Contract Documents. The technical data contained in such documents upon which Contractor may rely is limited to the technical sections of the report and not those sections containing opinions of interpretations

5.06A.3.a Investigation Phase Stockpile Soil Analytical Summary Table and Laboratory Analytical Reports for 31-165 Olson Drive, Ansonia, CT.

5.06A.3.b Investigation Phase Soil Analytical Summary Tables for the Fuel Oil Release Area, PAHs Release Area and PFAs Release Area and Laboratory Analytical Reports for 31-165 Olson Drive, Ansonia, CT.

**ARTICLE 6 - BONDS AND INSURANCE**

SC-6.03 Add the following new paragraph immediately after paragraph 6.03B.3:

6.03B.4 Insurance certificate(s) shall also contain the following:

1. Confirmation that the General Liability policy covers only the Work under this Contract, with project specific limits.
2. Confirmation that automobile insurance covers all Scheduled, Hired and Non-Owned vehicles.
3. Names of all additional insureds as specified herein.

SC-6.03 Add the words “and Paragraph 6.04” after the words “Paragraph 6.03” in Paragraph 6.03I.

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:  
 6.03.K The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:  

State:	<u>Statutory</u>
Employer’s Liability:	
Bodily injury, each accident	<u>Statutory</u>
Bodily injury by disease, each employee	<u>Statutory</u>
Bodily injury/disease aggregate	<u>Statutory</u>
  
2. Contractor’s Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:  

General Aggregate	<u>\$2,000,000.00</u>
Products - Completed Operations Aggregate	<u>\$2,000,000.00</u>
Personal and Advertising Injury	<u>\$1,000,000.00</u>
Each Occurrence (Bodily Injury and Property Damage)	<u>\$1,000,000.00</u>
  
3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:  

Bodily Injury:	
Each person	<u>\$1,000,000.00</u>
Each accident	<u>\$1,000,000.00</u>
Property Damage:	
Each accident	<u>\$1,000,000.00</u>
[or]	
Combined Single Limit of	<u>\$ N/A</u>
  
4. Excess or Umbrella Liability:  

Per Occurrence	<u>\$2,000,000.00</u>
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General Aggregate	<u>\$2,000,000.00</u>
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5. Contractor's Pollution Liability:

Each Occurrence	<u>\$5,000,000.00</u>
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General Aggregate	<u>\$5,000,000.00</u>
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☐ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner, include as additional insureds the following:

- a. State of Connecticut
- b. Tighe & Bond, Inc.  
1000 Bridgeport Ave., 3<sup>rd</sup> Floor  
Shelton, CT 06484

7. "Hold Harmless" indemnification endorsement of the insurance shall include the interest of the Owner and additionally insured.

SC-6.04 Delete paragraph 6.04 in its entirety and insert the following in its place:

6.04 Contractor shall purchase and maintain a separate Owner's Protective Liability policy, issued to Owner at the expense of Contractor, including Owner and Engineer as named insureds. This insurance shall provide coverage for not less than the following amounts:

Bodily Injury	<u>\$1,000,000.00</u>	Each Occurrence
	<u>\$1,000,000.00</u>	Aggregate

Property Damage	<u>\$1,000,000.00</u>	Each Occurrence
	<u>\$1,000,000.00</u>	Aggregate

- A. Insurance coverage for the Contractor's Comprehensive General and Excess Liability policies and for the Owner's Protective Liability policy shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.
- B. The Owner's Protective Liability policy shall protect from claims which may arise from operations under the Contract, including operations performed for a named insured by independent contractors and general inspection or monitoring by a named insured. The policy also shall protect against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

SC-6.05 Add the following new subparagraph after subparagraph 6.05.A.1:

6.05.A.1.a In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:

1. State of Connecticut
2. Tighe & Bond, Inc.  
1000 Bridgeport Ave, 3<sup>rd</sup> Floor  
Shelton, CT 06484

## ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Add the following new paragraph immediately after paragraph 7.02B.

7.02C Whenever Owner shall notify Contractor in writing that any person on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of Owner.

SC-7.07 Delete paragraph 7.07B in its entirety and replace it with the following:

7.07B Not used.

SC-7.08 Delete the word "Owner" in the last sentence of Paragraph 7.08A and replace with the word "Contractor."

SC-7.08 Add the following new paragraph immediately after paragraph SC-7.08A:

7.08B The Owner will obtain the following permits and approvals for the Project. The Contractor is required to comply with the permit provisions.

- A. Local permits including but not limited to Wetlands permit (if required).

Other permits or licenses required to complete Work to be obtained by the Contractor.

SC-7.09 Add the following sentence at the end of paragraph 7.09.A.

All materials provided under this Contract are exempt from the Sales and Use Taxes of the State of Connecticut. The exemption number will be provided to the Contractor.

SC-7.18 Add the following new paragraph immediately after paragraph 7.18.C.

7.18D If, through acts of neglect on the part of Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against Owner on account of any such damage alleged to have been sustained, Owner shall notify Contractor, who shall indemnify, defend, and save harmless Owner against any such claim.



**ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

- B. On this Project, by agreement with the Owner, Engineer will act as Owner’s representative in observing and documenting the progress and quality of the Work.

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

SC-11.06 Insert the following sentence at the end of Paragraph 11.06.A.2:

If Engineer does not take action on the Change Proposal and neither Owner nor Contractor submit a letter to the other party indicating that the Change Proposal is deemed denied, then the Change Proposal shall be deemed denied after 60 days of Engineer’s receipt of the Contractor’s supporting data, thereby commencing the time for appeal of the denial under Article 12.

**ARTICLE 13 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

SC-13.01 Delete the word “superintendents,” in the second sentence after the word “limitation,” in paragraph 13.01B.1.

SC-13.01 Delete paragraph 13.01B.5.c in its entirety and replace with the following:

13.01B.5.c The fair rental and operating cost of all machinery and equipment used on the extra work for the period of such use. The fair rental and operating cost for all machinery and equipment shall be based upon the most recent edition of “Rental Rate Bluebook for Construction Equipment” (the “Bluebook”), published by Equipment Watch (equipmentwatch.com), or a similar publication approved by Engineer and adjusted for regional and age adjustments as specified in the “Bluebook.” Rental periods corresponding to the overall period of use shall be used, except if a piece of equipment used on extra work is already on the job, or has previously been rented for a long period of time (months), then the long-term rental rate (monthly) shall be used in determining costs. The hourly rental rate for long-term rental equipment will be determined by the monthly rental rate divided by 176.

For the situation where equipment is on the job and available for use but cannot be used due to a delay or suspension of a portion or all of the Contract activities, a rental standby rate may be paid if the Contractor can conclusively demonstrate to the satisfaction of the Engineer that: (1) the equipment cannot be used elsewhere on the Project or demobilized and remobilized at a cost lower than the cost of standby time, (2) that the equipment cannot be put in use due to factors beyond the Contractor’s control, and (3) the equipment on standby would have been used as part of the Work that is suspended or put on hold. The standby rate will be calculated as no more than 50% of the rental rate as listed in the “Bluebook” and adjusted for regional and age adjustments. Lesser standby rates may apply if the Owner or Engineer can demonstrate that the Contractor’s standby cost is less than this rate. The standby rate will not include operating costs. A standby rate will not be paid for equipment which is being employed for portions of the Work which are still

underway. A standby rate will also not be paid for equipment which is readily demobilized including construction equipment categorized as “shop tools” or “miscellaneous” in the “Bluebook.” Standby rates for durations of less than four hours will not be considered.

SC-13.01 Insert in the first sentence after the word “architects,” the word “superintendents,” in paragraph 13.01C.5

SC-13.01 Add the following new paragraph immediately after paragraph 13.01C.5:

13.01C.6 Costs of or rental of small tools; costs of or rental of buildings.

SC-13.03 Delete Paragraph 13.03B in its entirety and replace it with the following:

13.03B Since subject to change upon determination of actual quantities, estimated quantities of items of Unit Price Work are not guaranteed and serve to facilitate comparison of Bids and to determine an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

#### ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Insert after the word “notice” the words “(minimum 24 hours)” in paragraph 14.02A.

SC-14.03 Delete paragraph 14.03B in its entirety and replace with the following:

14.03B *Engineer’s Authority:* At any time during the progress of the Work, Engineer shall have the authority to determine whether Work is defective, and reject defective Work, even though such work has been previously inspected and paid for.

SC-14.06 Add the following new paragraph immediately after paragraph 14.06A.

14.06B If Owner stops work under Paragraph 14.06, Contractor shall not be entitled to an extension of Contract Time nor to an increase in Contract Price.

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

SC-15.01 Insert the following sentence at the end of paragraph 15.01B.1:

The Certificate of Insurance for stored materials must list the City of Ansonia, the Owner, as well as the State of Connecticut and Tighe & Bond as additional insureds.

SC-15.01 Delete paragraph 15.01D.1 in its entirety and insert the following in its place:

15.01D.1 Thirty days after presentation of the Application for Payment to Owner with Engineer’s recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

SC-15.03 Delete the second sentence in Paragraph 15.03A in its entirety.

SC-15.03 Delete paragraph 15.03C in its entirety and insert the following in its place:

15.03C If, after consultation with Owner, Engineer considers and the Owner agrees that the Work is substantially complete, Engineer will prepare and deliver to Contractor, in a form approved by Owner, a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be included with the certificate a list of items to be completed or corrected before final payment.

SC-15.03 Delete the word “preliminary” from paragraph 15.03D.

SC-15.04 Add the following new paragraph immediately after paragraph 15.04A.3:

15.04A.4 Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 15.04.A.4 shall be renumbered to 15.04.A.5

SC-15.06 Delete paragraph 15.06.D in its entirety and insert the following in its place:

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, or other time period in accordance with applicable laws and regulations, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer’s recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

## ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

SC- 16.02 Add the following new paragraph immediately after paragraph 16.02.A.4:

- 16.02.A.5 If Contractor abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified.

#### ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following paragraph after paragraph 17.01:

- 17.02 Venue  
A. Any suit by either party arising under this Contract shall be brought only in the Superior Court in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

#### ARTICLE 18 - MISCELLANEOUS

SC-18.08 Add the following new paragraphs immediately after paragraph 18.08.

- 18.09 Wage Rates
- A. The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum wage rates established in compliance with laws shall be a part of these Contract Documents. Copies of the wage schedules are included in Part II of these Supplementary Conditions. If it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the officials administering the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation.
  - B. The schedules of wages referred to above are minimum rates only, and Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of those specified in the schedules shall be resolved by Contractor.
  - C. The said schedules of wages shall continue to be the minimum rates to be paid during the life of this Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the work.
  - D. State schedules of minimum wage rates are included in Part II of these Supplementary Conditions.

- 17.08 CHRO Requirements

- A. Contractor must comply with Sections 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68 (b through f) of the Connecticut General Statutes (C.G.S.) and Sections 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies. The above statutes and regulations require the grantee to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” on projects.
- B. Contractor must complete, sign, and return the “CHRO Contract Compliance Regulations Notification to Bidders” form to the grantee at the time of bid opening. Bids not including this form will be considered incomplete and rejected. This form is attached, and can also be found at: <http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>
- C. State law requires that municipal public works contracts valued at over \$50,000, set a goal of twenty-five percent (25%) of the state-funded portion of the contract for award to eligible subcontractors holding current small business enterprise (SBE) certification from the DAS under provisions of CGS 4a-60g. of the portion of contracts set aside for SBE’s, a goal of twenty-five percent (25%) (or 6.25% of the value of the entire contract funded by the state) must be set aside for awards to eligible contractors holding current minority business enterprise certification (i.e. DAS certified Minority (“MBE”), Women (“WBE) and/or Disabled (“DisBE”) owned businesses). The Contractor must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.
- D. The Contractor must file an Affirmative Action Plan or Set Aside plan with the CHRO within 30 days following the contract award notice. The plan must be approved prior to the award of the construction contract.

## PART II – FEDERAL AND STATE GOVERNMENT PROVISIONS

Federal and State Government Provisions referenced or included herein, have been selected from those to which specific references have been made elsewhere in the Contract Documents. Each and every other provision of law or clause required by law to be inserted in this Contract shall be deemed to be also inserted herein in accordance with paragraph 3.01.F of the Supplementary Conditions.

### 1.0 STATE PROVISIONS

- 1.1 Applicable provisions of Connecticut General Statutes and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulation exist, the more stringent requirements shall apply.
- 1.2 This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Connecticut Department of Labor Regulations. Contractors shall be familiar with the requirements of these regulations
- 1.3 Connecticut Prevailing Wage Rates are included in Attachment A of these Supplementary Conditions. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer, or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each

such person to an employee welfare fund, and defined in subsection (i) of Section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair project is undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer, or worker as part of such person's wages in the amount of payment or contribution for such person's classification on each pay day.

END OF SECTION

**ATTACHMENTS TO SUPPLEMENTARY CONDITIONS**

**ATTACHMENT A  
CONNECTICUT STATE WAGE RATES**



**ATTACHMENT B**  
**CHRO CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS”**  
**FORM**

**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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### PART 1 – Bidder Information

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 is certified as above by State of CT? Yes No
Bidder Parent Company: (If any)	
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 N/A
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 N/A
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	12. Does your company have a written affirmative action Plan? Yes No If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes No	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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## SECTION 01110

## SUMMARY OF WORK

## PART 1 GENERAL

## 1.1 SUMMARY

## A. Section Includes

1. Work of the Contract is shown and described in Drawings and Project Manual entitled:

31-165 Olson Drive Phase I Remediation  
City of Ansonia  
July 10, 2024

Tighe & Bond, Inc.  
Consulting Engineers  
1000 Bridgeport Ave., 3<sup>rd</sup> Floor  
Shelton, Connecticut 06484

2. The Work includes the following summary of major items but is not considered an inclusive list. The full scope of Work to be completed will be dictated by available funding for the project.

- 1) Mobilization/Demobilization.
- 2) Sedimentation and Erosion Controls for the project
- 3) Excavation of test pits at the on-set of the project (1-day) for additional waste characterization sampling
- 4) Screening of the topsoil piles to remove large bulky items to make suitable topsoil (Piles 1 through, 8, 9, and 11) and stockpiling of finished product and excess materials separately
- 5) Removal and off-site disposal of the topsoil piles (Piles 1 through, 8, 9, and 11) and excess materials
- 6) Removal and off-site disposal of C&D debris pile (Pile 7)
- 7) Processing of concrete for possible reuse as backfill
- 8) Screening of Pile 10 to 3.5-inch minus and stockpiling of finished product and excess materials separately. Refer to Attachment No. 1 Developer Design Specifications
- 9) Removal and disposal of excess material generated from screening of Pile 10
- 10) Excavation, stockpiling (as needed) and disposal of petroleum impacted soil
- 11) Excavation, stockpiling (as needed) and disposal of PAH impacted soil
- 12) Excavation, stockpiling (as needed) and disposal of PFAs impacted soil

- 13) Backfilling of remedial excavations (Items 11, 12 and 13) with existing material (from Pile 10 or other piles) or borrow material, including placement and compaction of material.
- 14) Contractor shall provide licensed surveyor to survey piles following screening/processing to determine volumes for basis of payment.
- 15) It is anticipated that a Flood Management Certification (FMC) will be required for the project from the Department of Economic and Community Development (DECD) and Department of Energy and Environmental Protection (DEEP). The City will be responsible for obtaining the FMC. The selected contractor will be required to adhere to the requirements of the FMC.

## 1.2 SUBMITTALS

### A. Informational Submittals

1. Submit a Work Plan with schedule, Health & Safety Plan, Erosion and Sediment Control Plan for review by Engineer.
2. Submit copies of permits, notifications, and approvals required for the Work, prior to initiating the Work.
3. Provide information on the disposal and/or recycling facilities to be utilized for the project and whether additional testing is required for facility acceptance.
4. Provide information on any sub-contractors to be utilized for the project.

## 1.3 EXISTING SYSTEM DESCRIPTION

- A. The site consists of one vacant 8.56-acre parcel of land located at 31-165 Olson Drive, Ansonia, CT that is separated by High Street. The site was most notably formerly occupied by the Riverside Apartment Complex from 1961 to 2009 when demolition activities began on the site structures. In addition to the Former Riverside Apartment Complex, the site has a long history of commercial and residential uses.
- B. The site is abutted to the north and south by a commercial retail plaza and commercial retail structures, respectively. Commercial and residential properties abut the site to the west and the Naugatuck River is located to the east across Olson Drive.
- C. The site is currently surrounded by chain link fencing and contains a large pile of construction and demolition (C&D) debris generated from the demolition of the former site buildings. In addition to the C&D debris pile, several topsoil piles and a large pile of “mineral/fill” soils are present at the site.
- D. There are existing utilities traversing through the site. Contractor is responsible for identification of all utilities in the work area.
- E. Olson Drive is occupied by business and residential buildings. Traffic control will be the responsibility of the Contractor.
- F. Noise, dust, and other potential disturbances need to be minimized to the extent possible.



## 1.4 PROJECT/SITE CONDITIONS

### A. Permits and Notifications

1. Obtain the permits or provide the following notifications listed below:
  - a. Contractor disposal/recycling facility permits.
  - b. Permits for any temporary soil storage facility (if used).
  - c. Provide UST removal notification to local Fire Marshal and CTDEEP as required prior to removing USTs, if encountered.
  - d. Utility shut-off notifications if needed.
  - e. Other permits or notifications required for the Contractor's operations or required elsewhere in the Contract Documents and not included herein.
  - f. Permitting is anticipated through Connecticut Department of Energy and Environmental Protection. The Engineer and City will coordinate these permitting efforts. Contractor to comply with all permit requirements.
2. Work with the City and Engineer to obtain the permits listed below (if needed):
  - a. Department of Public Works for pavement work.
  - b. Any other permits needed to complete the Work.
3. Obtain required time extensions to permits obtained by the Contractor, if construction authorized by permits has not been completed by the expiration date noted on these permits.
4. Obtain permits and approvals from appropriate jurisdictional agencies and property owners for use of premises not furnished by the Owner, and for all off-site areas.
5. Submit copies of permits prior to performance of Work authorized by permits.

### B. Existing Conditions

1. Use of Premises and Off-site Work
  - a. The Work shall occur on the Owner's property within the limits of Work shown on the Drawings.
  - b. Obtain permits and approvals for use of any land and access thereto that is deemed necessary for the Work.
  - c. Provide for the disposal of waste materials off-site in accordance with all applicable laws.
  - d. Adhere to the limits of Work as indicated, to minimize obstruction to traffic and inconvenience to the Owner, general public, residents, and businesses in the vicinity of the Work, and to protect people and property. Keep fire hydrants on or adjacent to the Work accessible to firefighting equipment at all times.
  - e. Make temporary provisions for the use of sidewalks and maintain functioning gutters, stormwater systems, drainage ditches, and culverts.

- f. Maintain public access to businesses including driveways and parking lots at all times during the Work.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

## SECTION 01140

## WORK RESTRICTIONS

## PART 1 GENERAL

## 1.1 SUMMARY

## A. Section Includes

## 1. Work Schedule

## 1.2 WORK SCHEDULE

- A. Conduct the Work during daylight hours on Monday through Friday, and within the time between 7:00 a.m. and 5:00 p.m. No work is to be done on Owner's holidays, Saturdays, Sundays or outside of the work hours described above unless otherwise approved by Owner. No equipment or machinery may be started at the sites before 7:30 a.m. and all equipment must be shut off by 5:00 p.m.

## PART 2 PRODUCTS – NOT USED

## PART 3 EXECUTION

- A. Contractor to adhere to local or state restrictions on noise volume, traffic control, staging of trucks, or other work restrictions that may apply.

END OF SECTION

## SECTION 01350

## HEALTH &amp; SAFETY PLAN

## PART 1 GENERAL

## 1.1 SUMMARY

## A. Section Includes

1. Furnish all labor, equipment and materials and perform all operations in connection with monitoring air quality, decontaminating equipment and providing worker health and safety protection for all Contractor personnel and sub-contractors.
2. Develop a site-specific Health and Safety Plan (HASP) specifically addressing the potential hazards that may be encountered. This plan shall meet all OSHA requirements.
3. Review the requirements and data presented and supplement the program with any additional measures deemed necessary to fully comply with regulatory requirements and adequately protect personnel on the site.

## 1.2 REFERENCES

- A. OSHA Regulation 29 CFR 1910.120
- B. OSHA Regulation 29 CFR 1926.62

## 1.3 DEFINITIONS

- A. Site Safety Official (SSO) - The individual located on a hazardous waste site who is responsible to the Contractor and has the authority and knowledge necessary to implement the site safety and health plan and verify compliance with applicable safety and health requirements.
- B. Uncontrolled Hazardous Waste Site - An area identified as an uncontrolled hazardous waste site by a governmental body, whether Federal, state, local or other where an accumulation of hazardous substances creates a threat to the health and safety of individuals or the environment or both.

## 1.4 SUBMITTALS

## A. Informational Submittals

1. Submit the following within 7 days after the Effective Date of the Agreement.
  - a. Site-specific HASP including the Emergency Response Plan for review, including provisions for decontamination and a contingency plan for unforeseen emergencies. The Engineer's review is only to determine if the HASP meets basic regulatory requirements and the minimum requirements of this section. The review will not determine the adequacy of the HASP to address all potential hazards, as that remains the sole responsibility of the Contractor.

- 1) The HASP must be reviewed, approved, and signed by a Certified Industrial Hygienist (CIH) or a Certified Safety Professional (CSP).
  - b. Current certification of employee's health and safety training and certification of employee's baseline medical exam status.
  - c. Certification of additional required health and safety training for supervisors.
  - d. Qualifications and experience of the SSO for approval.
2. Submit minutes of weekly safety meetings at periodic progress meetings.

#### 1.5 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor is solely responsible for the health and safety of workers employed by the Contractor, any subcontractor and anyone directly or indirectly employed by any of them.
- B. Work under this contract is being performed on an "Uncontrolled Hazardous Waste Site," as defined in 29 CFR 1910.120 and Article 1.3 B, above. Develop and follow a site-specific Health & Safety Plan (HASP) in accordance with the requirements of 29 CFR 1910.120 and paragraph 1.6.
- C. Provide a full-time SSO regardless of whether or not the Work is at a defined Uncontrolled Hazardous Waste Site.
- D. Pre-arrange emergency medical care services at a nearby hospital, including establishment of emergency routes of travel.
- E. Conduct daily safety meetings with all site personnel, documenting attendance and topics covered.
- F. Train all workers assigned to areas where contaminated media are likely to be encountered in accordance with 29 CFR 1910.120.
- G. Include all workers assigned to areas where contaminated media are likely to be encountered in a medical surveillance program and respiratory protection program that meet the requirements of 29 CFR 1910.120 and 29 CFR 1910.134, respectively.
- H. In areas where contaminated media are likely to be encountered, monitor air quality in and around work area using appropriate air monitoring equipment, as indicated in Part 2. Record all readings and maintain record on site. Stop work and/or upgrade respiratory protection or personal protective equipment levels if action levels established in the HASP are exceeded. Ensure that degree and type of respiratory protection provided is consistent with the monitored concentrations and individual chemical parameters. Lawfully dispose of all contaminated clothing and equipment that cannot be decontaminated.
- I. At all times, prevent oil or other hazardous substances from entering the ground, sewers, drainage areas, piping systems, and adjacent waterways.
- J. Have an on-call emergency response sub-contractor available for immediate response in the event that a release of hazardous substances enters sewers, drainage areas, or adjacent waterway.

- K. Prevent any debris, personnel, or equipment from entering the adjacent waterways.

#### 1.6 HEALTH & SAFETY PLAN (HASP) REQUIREMENTS

- A. HASP shall comply with the requirements of 29 CFR 1910.120.
- B. The following items shall be addressed in the HASP:
  - 1. safety and health hazard assessment;
  - 2. procedures for emergency medical treatment and first aid;
  - 3. map indicating route to hospital for emergency medical care;
  - 4. equipment decontamination procedures;
  - 5. air monitoring procedures and action levels;
  - 6. personal protective equipment and decontamination;
  - 7. physical hazard evaluation and abatement including:
    - a. equipment operation;
    - b. confined space entry;
    - c. slips and falls;
    - d. excavation collapse;
    - e. falling debris;
    - f. encountering unmarked utilities;
    - g. cold and heat stress;
    - h. hot work (cutting and welding);
    - i. excavation entry;
  - 8. training requirements;
  - 9. recordkeeping requirements;
  - 10. emergency response plan to comply with 29 CFR 1910.120(l)

#### 1.7 CONTINGENCY MEASURES & NOTIFICATIONS

- A. The potential for encountering hazardous buried objects or materials that could pose a threat to human health or the environment exists in areas outside the defined hazardous areas. In the event that potentially hazardous materials are encountered during the work under this contract, the responsibilities of the Contractor and the Engineer are described herein.
- B. The procedures and protocols to be used by the SSO in defining materials that are potentially hazardous include screening with a photo-ionization detector, odor, visual appearance of a material, and obvious oil or chemical contaminated materials.
- C. Upon encountering suspected hazardous buried objects or materials as described above, cover the excavation immediately if no imminent danger, as defined by the SSO, is present. If there is an imminent danger, as defined by the SSO, Evacuate the

area immediately. The SSO shall then notify the Engineer and the Owner of the situation.

- D. Establish, properly barricade, and mark the area as an exclusion zone under the direction of the SSO. The SSO shall establish the exclusion zone boundaries based upon air quality monitoring using a photo-ionization detector and other equipment as appropriate. The exclusion zone shall be established at a minimum 50-foot radius around the location where the potentially hazardous material is encountered. Work within the exclusion zone shall be discontinued until the hazardous condition has been remediated and testing indicates that a hazard does not exist. Other activities of the site, outside the limits of the exclusion zone shall continue. Ambient air quality monitoring shall be performed by the SSO to demonstrate that ambient air quality in other portions of the site is not adversely impacted by the exclusion zone condition.
- E. Notify the Engineer and the Owner regarding the presence of potentially hazardous materials. The Owner may direct the Contractor to notify regulators and to obtain necessary regulatory approvals for remediation.
- F. Mobilize the appropriate equipment and personnel to sample and test the hazardous material within the exclusion zone to determine the remedial action required, subject to the Engineer's direction. The Contractor may be directed to remove and legally dispose of the material. Compensation for the removal and disposal of hazardous material will be as a Change in Work and Change in Contract Price in accordance with the General Conditions, if not covered under a specific bid item.

## **PART 2 PRODUCTS**

### **2.1 AIR MONITORING EQUIPMENT**

- A. Provide and maintain portable photo-ionization detector or organic vapor analyzer capable of detecting organic vapors or total hydrocarbons. Equipment shall be sensitive to the 0.5 parts per million (PPM) level.
- B. Provide and maintain an oxygen analyzer to measure oxygen concentration in any trench or confined space prior to entry, as determined by the SSO.
- C. Provide and maintain an explosimeter whenever the potential for accumulation of explosive gases exists, as determined by the SSO.
- D. All air monitoring equipment shall remain the property of the Contractor.
- E. Contractor is responsible for monitoring fugitive dust emissions in accordance with applicable local, state, and federal regulations. Equipment shall be sensitive to particulate matter less than 10 micrometer in size (PM-10) at a level of 100 micrograms per cubic meter (ug/m<sup>3</sup>). Contractor will outline the dust monitoring program in their Health & Safety Plan.
- F. All readings must be recorded and be available for State (DEEP and DPH) personnel to review.

## **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## SECTION 02110

## CONTAMINATED SOIL EXCAVATION AND SCREENING/PROCESSING OF SOIL PILES

## PART 1 GENERAL

## 1.1 SUMMARY

## A. Section Includes

1. Excavation, handling, stockpiling, and temporary on-site storage of contaminated soil, concrete, and/or other impacted media identified on the site.
2. Movement and loading of soils directly into trucks for transportation to an approved disposal facility or for temporary storage at a CTDEEP-permitted soil staging location prior to disposal.
3. Handling, screening, processing, stockpiling and temporary on-site storage of soil piles and excess material. Pile 10 to be screened to 3.5-inch minus. Refer to Attachment No. 1 Developer Design Specifications.
4. Decontamination of tools, equipment, and vehicles and the collection, management and disposal of resulting liquids and/or solids.
5. Other work involving the handling of contaminated materials which may be required including but not limited to removal of obstructions, excavation support systems, and any incidental work related thereto.

## B. Related Sections

1. Section 01350 – Health & Safety Plan
2. Section 02120 – Transportation and Disposal of Contaminated Materials
3. Section 02315 – Excavation, Backfill, and Compaction
4. Section 02320 – Borrow Materials

## 1.2 REFERENCES

- A. Regulations of Connecticut State Agencies (R.C.S.A) Sections 22a-133k-1 through 22a-133k-3
- B. 40 CFR Part 261, Identification and Listing of Hazardous Waste
- C. 40 CFR Part 268, Land Disposal Restrictions
- D. Drawings C-201 and 202

## 1.3 DEFINITIONS

- A. Natural Soil: Soil in which all substances naturally occurring therein are present in concentrations not exceeding the concentrations of such substance occurring naturally in the environment and in which soil no other substance is analytically detectable.
- B. Polluted Soil: Means soil affected by a release of a substance at a concentration above the analytical detection limit for such substance but at concentrations below Residential Direct Exposure Criteria or GA Pollutant Mobility Criteria applicable to the site, as these terms are defined in section 22a-133k-1 of the Regulations of Connecticut State Agencies.



- C. Contaminated Soil: Means soils or fills affected by a known or suspected release and determined, or reasonably expected to contain substances exceeding Residential Direct Exposure Criteria or GA Pollutant Mobility Criteria applicable to the site, as these terms are defined in section 22a-133k-1 of the Regulations of Connecticut State Agencies.
- D. Special Handling: Methods used to excavate, collect, grade, load, move, transport, stockpile, dispose, or otherwise manage a contaminated material or Contaminated Soil are such that (1) the spillage, loss, co-mingling, or uncontrolled deposition of such material is minimized, (2) personal exposure to contaminants present in such a material are minimized, (3) the adverse impacts to the community and the surrounding environment from contaminants present in such material are minimized, (4) all applicable regulatory requirements applicable to such activity are satisfied.

#### 1.4 QUALITY ASSURANCE

- A. All contaminated material excavated or otherwise collected, consolidated and managed during the course of the work will require Special Handling in accordance with these specifications, Contractor Health and Safety Plan, and all applicable permits, approvals, authorizations, and Regulations.
- B. Perform the handling of contaminated materials with equipment and techniques in accordance with the performance requirements defined in this specification.

### PART 2 PRODUCTS

#### 2.1 ODOR SUPPRESSANT

- A. Contractor to provide and utilize odor suppressant material such as RussMar® Foam or equivalent as needed during the excavation of petroleum-impacted soils.
- B. The material used must be free of PFAS, biodegradable, non-hazardous, non-combustible, and non-reactive and is to be applied in accordance with manufacturers specifications. The type of odor suppressant used must be approved by the Engineer prior to use.

### PART 3 EXECUTION

#### 3.1 GENERAL

- A. Provide all employees and subcontractor(s) with personal protective equipment and protective clothing consistent with the levels of protection for this work as indicated in Contractor's Health and Safety Plan.
- B. Perform all contaminated material handling operations in accordance with standard engineering practices applicable to such activity, according to CTDEEP and EPA regulations, and according to the provisions of Contractor Health and Safety Plan. Utilize methods which consider the health and safety of all Contractor and subcontractor personnel, support personnel, Engineer and his representatives, and the surrounding environment.
- C. All site health and safety controls shall be fully established and in operation prior to beginning any contaminated material handling activity. Site controls shall include but not be limited to work zones properly barricaded, decontamination facilities, air monitoring, and all support equipment and supplies including personal protective equipment. Comply with the requirements of Section 01350, Health and Safety Plan.

- D. Contaminated soils excavated should be live loaded where feasible. They can be temporarily stockpiled on-site daily using polyethylene sheeting. Minimize the spread of contaminated materials during handling. Transport vehicles used to move Contaminated Soil at the Project Site shall be free from leaks. Trucks or other conveyances deemed unacceptable for use by Engineer shall not be used for the movement of contaminated materials.
- E. Keep work areas, including but not limited to, areas adjacent to excavations, roadways leading to and from excavation areas, driveways, parking areas, and public roadways free of contaminated materials. If such materials are deposited, spilled, or spread, such material shall be removed promptly, and properly disposed of to the satisfaction of Engineer no later than the end of each working day or as requested by Engineer.
- F. Owner is the generator and will sign all manifests and bills of lading. Except for materials required to be transported under manifest, transport all Contaminated Soil material under bills of lading (prepared by Engineer) regardless of the chemical quality of the soils.

### 3.2 EXCAVATION OF CONTAMINATED MATERIALS

- A. Perform excavation in accordance with the requirements of Section 02315, Excavation, Backfill, and Compaction, and this section.
- B. Excavate contaminated soils as shown on Drawing C-201.
- C. Contractor to provide adequate support systems during excavation in accordance with Section 02315 – Excavation, Backfill, and Compaction.
- D. Engineer will continually evaluate field conditions to determine if additional excavation is required to achieve remedial objectives. This evaluation may require Engineer to work in close proximity to Contractor's excavation equipment and may require frequent pauses in the work. Contractor shall work in a cooperative manner at all times during these operations to ensure the safety of Engineer, and to allow for thorough field evaluations to be conducted.
  - 1. When contaminated material excavation is undertaken, Engineer will make the final determination as to the limits of excavation required to achieve remediation objectives. Such limits may be greater than or less than the limits identified in Drawings and shall be based upon actual conditions encountered at the time of excavation.
  - 2. If required, Engineer will define those areas beyond the limits originally indicated where additional contaminated material excavation shall be required based upon field observations.
- E. Minimize the spread and loss of contaminated materials during excavation activities.
  - 1. Following excavation, the contaminated materials may be live-loaded for transport to the disposal facility or a CTDEEP-permitted temporary storage location.
  - 2. Contaminated materials may be stockpiled on-site in accordance with stockpile plan provided on drawing C-202.
- F. Employ methods necessary to isolate contaminated materials from non-contaminated soils to the degree practicable.

- G. Segregate construction debris from excavated contaminated materials at the point of excavation, prior to the movement of contaminated materials from excavation areas. Engineer may evaluate debris during excavation to determine if such material can be designated uncontaminated general demolition material.
- H. Open excavations represent a substantial hazard. Contractor shall implement measures as appropriate to secure open excavations while awaiting Engineer's confirmation test results from soils (refer to Part 3.5 of this Section) or any other period when excavations remain open. At a minimum, all excavations are to be surrounded and secured with plastic fencing.
- I. Implement measures to divert surface water around excavation sites to prevent water from directly entering open excavations unless placing of saturated soils to drain as directed by the Engineer.

### 3.3 SCREENING OF SOIL/PROCESSING OF PILES

- A. Perform loading and screening in accordance with the requirements of Section 02315, Excavation, Backfill, and Compaction, and this section.
- B. Screen stockpiles as shown on Drawing C-202.
- C. Screen topsoil piles (Piles 1 through 6, 8, 9 and 11) to remove bulky unsuitable items to make suitable for reuse as topsoil.
- D. Screen Pile 10 to 3.5-inch minus. Refer to Attachment No. 1 Developer Design Specifications.
- E. Stockpile processed material for potential reuse or disposal.

### 3.4 BACKFILL

- A. Backfill excavations in accordance with Section 02315, Excavation, Backfill & Compaction.
- B. Backfill excavations as soon as possible after Engineer has indicated that test results confirm remediation objectives have been achieved and backfilling may proceed.
- C. Reuse of on-site materials for backfill (i.e. overburden soils, concrete, stone) will be determined by the Engineer. Priority will be given for reuse of on-site materials before allowing the Contractor to import backfill material.
- D. Any backfill brought onto the site by the Contractor will need comply with Section 02320 Borrow Materials.

### 3.5 UNFORESEEN CONTAMINATED MATERIALS

- A. In the event that unforeseen contaminated materials are encountered during the course of the work, permit the Engineer sufficient time to devise an appropriate course of action based upon the conditions present.
  - 1. Until such appropriate course of action is devised, Contractor shall secure the work area in question such that it does not pose a health and safety risk.
  - 2. Engineer will provide Contractor with a scope of work and performance requirements for the collection, consolidation, removal or excavation of unforeseen contaminated material. Contractor shall then undertake contaminated material remediation with equipment and techniques established

by Contractor in accordance with said scope of work and performance requirements.

- B. Contaminated material remediation shall be performed in accordance with scope of work outlined in this Section and in accordance with this specification.

### 3.6 CONFIRMATION TESTING BY ENGINEER

- A. At such time the Engineer is satisfied that the limits of contaminated material have been reached, Engineer will perform appropriate confirmation sampling to confirm remediation objectives have been achieved and no additional contaminated material excavation or removal is required.
- B. Contractor is hereby notified that laboratory turnaround time for the analysis of confirmation samples may be up to 10 working days from date of collection. No claim for delay will be considered based upon Contractor failing to accommodate the laboratory turnaround time as defined herein.
- C. Engineer will inform Contractor if test results confirm remediation objectives have been achieved and backfilling may proceed. Should the results of Engineer's testing indicate additional contaminated material excavation or removal is required, Engineer will define those areas beyond the limits originally indicated where additional contaminated material excavation or removal shall be required.

### 3.7 HANDLING OF EXCAVATED MATERIALS

- A. Excavated contaminated material is anticipated to be live-loaded directly into trucks for transport to disposal facility or temporary soil staging facility.
- B. Temporary stockpiling of contaminated soils on-site if necessary, will be in an area designated by the Engineer in such a manner to protect existing site surface, materials and structures from contamination, runoff and erosion. Place the contaminated soil on a minimum of 6 mil polyethylene sheeting.

### 3.8 DUST CONTROL

- A. Implement fugitive dust suppression to prevent unacceptable levels of dust resulting from handling operations associated with contaminated materials. Dust suppression methods shall be approved by Engineer. Supervise fugitive dust control measures and monitor airborne particulate matter as required.

END OF SECTION

## SECTION 02120

### TRANSPORTATION AND DISPOSAL OF CONTAMINATED MATERIALS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes
  - 1. Transportation and disposal of Contaminated Soil, Concrete, and/or residual building debris collected, consolidated, excavated, and generated during performance of the Work.
  - 2. Coordination, loading, transportation and disposal of contaminated materials.
- B. Related Sections
  - 1. Section 01350 - Health & Safety Plan
  - 2. Section 02110 - Contaminated Soil Excavation and Screening/Processing of Soil Piles
  - 3. Section 02315 – Excavation, Backfill, and Compaction
  - 4. Section 02320 – Borrow Materials

##### 1.2 DEFINITIONS

- A. Disposal: The discharge, deposit, injection, dumping, spilling, leaking, incineration or placing of any contaminated material or otherwise hazardous substance into or on any land or water so that such hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.
- B. Generator: Any person, by site, whose act or process produces hazardous waste, or whose act first causes an oil or hazardous material to become subject to regulation.
- C. Regulated Waste: Non-Resource Conservation and Recovery Act (RCRA) hazardous wastes such as oils, petroleum products or residuals, chemical liquids, chemical gases or vapors, non-Toxic Substances Control Act (TSCA) polychlorinated biphenyls (PCBs), waste chemical solids, including soils, and other contaminated material wastes not defined as RCRA Hazardous, TSCA-regulated, or Special Waste.
- D. Manifest: An approved form used as a shipping document to identify the quantity, composition, and the origin, routing, and destination of regulated or hazardous waste from the site of generation to the point of disposal, treatment, storage, or use.
- E. Shipping Paper: An invoice, bill of lading, or other shipping document serving a similar purpose; other than a hazardous waste manifest used to document the conveyance of materials between different locations, including regulated wastes when applicable.
- F. Treatment: Any method, technique or process, including neutralization, incineration, stabilization or solidification, designed to change the physical, chemical or biological character or composition of any hazardous waste so as to neutralize such waste or so as to render such waste less hazardous, non-hazardous, safer to transport, amenable to

storage, or reduced in volume, except such method or technique as may be included as an integral part of a manufacturing process at the point of generation.

- G. TSCA/RCRA Landfill: This type of landfill is permitted to accept soil that contains PCB at levels of 50 ppm to 500 ppm, acceptable for landfill disposal as defined in 40 CFR Part 761; soil that is classified as either a RCRA characteristic waste or RCRA listed waste as defined in 40 CFR Part 261 but meets the treatment standards established in 40 CFR Part 268 - Land Disposal Restrictions; and all other soil classified as a hazardous material in 310 CMR 30.00. This type of landfill shall be approved to operate under a Federal Part B operating permit and shall be permitted to accept material with PCB concentrations up to 500 ppm under TSCA. The landfill shall be designed with a double composite liner meeting minimum RCRA design requirements. The landfill shall operate a leachate collection system and shall also operate a leak detection well system. The landfill shall be capable of stabilizing soils for meeting requirements of the USEPA's present rules required under the 1984 amendments to RCRA, banning the land disposal of hazardous material.
- H. RCRA Landfill: This type of landfill is permitted to accept soil that contains PCBs levels below 50 ppm; soil that is classified as either a RCRA characteristic waste or RCRA listed waste as defined in 40 CFR Part 261 but meets the treatment standards established in 40 CFR Part 268 Land Disposal Restrictions and all other soil classified as a hazardous material in CGS Section 22a-114 to 22a-134z Hazardous Waste Regulations. This type of landfill shall be approved to operate under a Federal Part B operating permit. The landfill shall be designed with a double composite liner meeting minimum RCRA design requirements. The landfill will operate a leachate collection system and will also operate a leak detection well system. The landfill shall be capable of stabilizing soils for meeting requirements of the land ban.
- I. Non-RCRA Out-of-State Lined Landfill: This type of landfill shall be state approved or permitted to accept soil that is defined as a hazardous material in CGS Section 22a-114 to 22a-134z Hazardous Waste Regulations, but is not classified as either a RCRA characteristic waste or RCRA listed waste as defined in 40 CFR Part 261; soil containing PCBs below 50 ppm; and all other soil not permitted or unsuitable for in state disposal or recycling.
- J. Out-of-State Recycling Facility: This type of facility shall be state approved or permitted to accept soil that is defined as a hazardous material in CGS Section 22a-114 to 22a-134z Hazardous Waste Regulations, but is not classified as either a RCRA characteristic waste or RCRA listed waste as defined in 40 CFR Part 261; soil containing PCBs below the facility's permitted level; and all other soil not permitted or unsuitable for in state disposal or recycling.
- K. In-State Recycling Facility: This type of facility shall be approved by the State of Connecticut to accept soil that is classified as petroleum contaminated soil, that would be classified as a hazardous material in CGS Section 22a-114 to 22a-134z Hazardous Waste Regulations if not managed under in CGS Section 22a-114 to 22a-134z Hazardous Waste Regulations; and is not classified as a RCRA characteristic waste or RCRA listed waste as defined in 40 CFR Part 261.
- L. In-State Landfill Facility (Reuse as Cover Material): This type of facility shall be approved by the State in which the landfill is located to accept soil that is classified as polluted soil, that would be classified as a hazardous material in CGS Section 22a-114 to 22a-134z Hazardous Waste Regulations if not managed under in CGS Section 22a-

114 to 22a-134z Hazardous Waste Regulations; and is not classified as a RCRA characteristic waste or RCRA listed waste as defined in 40 CFR Part 261.

### 1.3 SUBMITTALS

- A. Submit all pertinent information relating to the transport and disposal of materials specified herein, within 7 days after issuance of the Notice to Proceed and prior to transport and disposal. The information submitted be in one package and shall include the following, as a minimum:
  - 1. Information for proposed treatment/disposal facility or facilities including the following:
    - a. General Information
      - 1) Facility Name
      - 2) Facility Address
      - 3) Name of Contact Person
      - 4) Title of Contact Person
      - 5) Telephone Number of Contact Person
      - 6) Permit Number
    - b. The facility shall specify the volume of material that can be accepted from the Project on a daily, weekly, and a total basis. The facility shall specify if additional waste characterization sampling is required beyond what has already been completed and provided to Contractor.
    - c. The facility shall provide written confirmation that they are permitted to accept and will accept the classified contaminated materials the general quality and quantity described by these specifications.
    - d. The facility shall provide a listing of all current and valid permits, licenses, letters of approval, and other authorizations to operate that they hold, pertaining to the receipt and treatment/disposal of the contaminated materials described by these specifications.
  - 2. Name and address of all hazardous material transporters to be used to transport materials including proof of permit, license, or authorization to transport hazardous material in all affected states.
- B. Upon receipt of final approval from treatment/disposal facility to accept contaminated materials, submit copy of said approval.
- C. Within one working days after the off-site transportation of contaminated materials, submit copies of all paperwork related to transportation of contaminated materials. Such paperwork may include, but not be limited to receipts, weight tickets, and disposal certificates.
  - 1. Provide certified tare and gross weight slips for each load received at the designated treatment/disposal facility which shall be attached to copy of related manifest or bill of lading.

- D. Prior to receiving progress payment, submit documentation certifying that all materials were transported to, accepted, and disposed of, at the selected treatment/disposal facility. The documentation shall include the following, as a minimum.
  - 1. Documentation for each load from the site to the disposal facility, including all manifests and any other applicable transfer documentation.
  - 2. All documentation for each load shall be tracked by the original manifest or bill of lading document number assigned at the project site at time of signature by authorized Engineer.

#### 1.4 REGULATORY REQUIREMENTS

- A. Obtain all Federal, State and local permits, approvals, or authorizations required for the transport and disposal of contaminated materials. Adhere to all requirements of such permits, approvals, or authorizations.

#### PART 2 PRODUCTS – NOT USED

#### PART 3 EXECUTION

##### 3.1 GENERAL

- A. The Engineer will collect samples, test, and analyze contaminated material for approval of final disposal. No soil or contaminated material sampling is to be conducted the by Contractor as part of the Work.
- B. Contaminated materials to be disposed of include, but are not limited to contaminated soil, rock, sediment, miscellaneous contaminated debris, petroleum fuels, petroleum residuals, concrete, and other materials from remediation, demolition and decontamination operations.
- C. All contaminated materials excavated, consolidated, or otherwise managed during the course of the work will require special handling in accordance with these specifications, the Contractor's Health and Safety Plan, and all applicable permits, approvals, authorizations, and regulations.
- D. Dispose of contaminated materials at facilities approved by Owner or Engineer.
- E. All Contractor personnel shall wear personal protective equipment and protective clothing consistent with the levels of protection for this Work as indicated in the Site Health and Safety Plan.
- F. Contractor shall select treatment/disposal facilities to receive contaminated materials from the Project which are established, fully operational, and in full compliance with all applicable Federal, State, and local regulations.
- G. The Contractor to provide the Engineer with the necessary information and support to perform collection of characterization (except soils) samples and laboratory analyses to satisfy the acceptance criteria for selected receiving facility(s). Only the Engineer is permitted to collect samples for the project.
- H. Remove all contaminated materials from the project site and legally dispose of materials.

##### 3.2 CHARACTERIZATION FOR DISPOSAL-CONTAMINATED SOIL



- A. Contaminated soil, concrete, building debris characterization sampling will be conducted by the Engineer.
- B. The Engineer will collect soil samples. Such samples may be collected from within Excavation Areas or following deposition of Contaminated Soil in the Temporary Controlled Stockpile Area.
  - 1. Laboratory analytical data will be provided to the selected contractor for waste classification purposes upon receipt from the laboratory.

### 3.3 DISPOSAL COORDINATION AND TRANSPORT

- A. Contractor is solely responsible for coordinating treatment/disposal facility approval, scheduling, loading, transport, and ultimate disposal of contaminated materials at treatment/disposal facility. No claim for delay will be considered based upon Contractor's facility failing to meet Contractor's production schedule. No payments will be made for rejected loads.

### 3.4 MANIFESTS AND SHIPPING PAPERS

- A. Owner is designated as the "Generator" and will sign all Manifests and Shipping Papers. Manifests and Shipping Papers shall be prepared by Contractor twenty four (24) hours in advance of shipment of contaminated materials. Authorized Owner's representative will sign as "Generator" as each load of contaminated material leaves the Project Site. Contractor shall forward appropriate original copies of Manifests or Bills of Lading to Engineer on the same day the contaminated materials leave the Project Site.

### 3.5 TRANSPORT OF CONTAMINATED MATERIAL

- A. Transport contaminated materials off-site after all treatment/disposal facility documentation has been completed and the material accepted by said facility.
- B. Transport contaminated materials from the site to treatment/disposal facility in accordance with all United States Department of Transportation (DOT), USEPA, Connecticut regulations and other regulations of all affected states.
- C. The Hauler(s) shall be licensed in all states affected by transport.
- D. Provide to Engineer copies of all weight slips, both tare and gross, for every load weighed and disposed of at the accepted disposal facility. The slips shall be tracked by the original manifest document number that was assigned by Engineer at the site. Owner will only make progress payments upon receipt of these weight slips.
- E. Minimize the potential for development of free liquid during transport. Do not load wet soils for transport. If free liquid does develop during transport, Contractor shall be responsible for proper collection and disposal of same.
- F. Soil located in the Temporary Stockpile Area shall be removed from the Project Site in accordance with the requirements of this section.

END OF SECTION

SECTION 02320  
BORROW MATERIALS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
  - 1. Soil Materials
  - 2. Ordinary Borrow
  - 3. Processed Aggregate Base below Bituminous Concrete Pavement
  - 4. Gravel Borrow
  - 5. Modified Riprap
  - 6. Granular Fill
  - 7. Crushed Stone
- B. Related Sections
  - 1. Section 02315 – Excavation, Backfill and Compaction

1.2 REFERENCES

- A. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ASTM C117 - Standard Test Method for Materials Finer than 75  $\mu\text{m}$  (No. 200) Sieve in Mineral Aggregates by Washing.
- C. ASTM D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb./ft<sup>3</sup>).
- D. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
- E. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- F. ASTM D2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- G. ASTM D3017 – Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- H. AASHTO – Standard Specification for Transportation Materials and Methods of Sampling and Testing, 1986 Edition as amended.
- I. State of Connecticut Department of Transportation “Standard Specifications for Roads, Bridges, and Incidental Construction Form 818”.

1.3 SUBMITTALS

- A. Representative samples of borrow materials taken from the source. Tag, label, and package the samples as requested by Engineer. Provide access to the borrow site for field evaluation and inspection.
- B. Sieve analysis (ASTM C136) and permeability analysis (ASTM D2434) from certified soils testing laboratory for all imported borrow materials. A sample shall be taken and tested (at cost to Contractor) for each 1,500 c.y. of borrow material placed.
- C. Modified proctor analysis (ASTM D1557) from certified soils testing laboratory for all imported borrow materials.
- D. The Engineer reserves the right to require more frequent testing than that which is specified above should the borrow characteristics change.
- E. Prior to the start of work, submit to the Engineer performance data for all compaction equipment to be utilized.
- F. A Certificate of Clean Fill must be provided to Engineer and Owner for approval prior to delivery of any and all fill material including but not limited to, mineral soil, borrow material, structural fill, processed fill material, loam, or top soil to be placed on site during the course of the Work. The Certificate must include laboratory analytical reports for all material to be used at the site on a basis of one sample per every 500 cubic yards or lesser portions thereof. Analytical reports must demonstrate that the proposed material does not contain detectable concentrations of contaminants including but not limited to; petroleum hydrocarbons, semi volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), pesticides, and/or herbicides and those metals listed in the Connecticut Remediation Standard Regulations do not exceed minimal concentrations deemed allowable by Engineer and Owner. Laboratory analysis shall be completed by a Connecticut Department of Health certified environmental testing laboratory using CTDEEP Reasonable Confidence Protocol (RCP) testing methods. No fill material shall be placed on site until Contractor has received approval from Engineer and/or Owner. Engineer and Owner reserves the right to collect and analyze samples from any proposed fill material prior to or after delivery to the site and to allow use of off-specification material at their sole discretion.

The Certificate must clearly state the following and be signed by an authorized signatory employed by the Contractor:

- 1. Volume of material to be used
- 2. Process by which the material was obtained
- 3. Location of origin and summary of current and past site uses of the location of origin
- 4. Statement from Contractor that the analytical reports included with the Certificate represent the specific material to be used at the site
- 5. Statement that the Contractor does not know or have reason to believe that the proposed fill material contains foreign materials or contaminants.

#### 1.4 QUALITY ASSURANCE

- A. No borrow shall be placed prior to the approval of Engineer.

- B. Use adequate numbers of skilled workmen who are trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods required for proper performance of the work in this Section.
- C. Use equipment of adequate size, capacity, and quantity to accomplish the work of this Section in a timely manner.
- D. Comply with the directions of Engineer and the requirements of governmental agencies having jurisdiction.

#### 1.5 PROJECT/SITE CONDITIONS

- A. Existing Conditions
  - 1. The Contractor shall be aware of any environmental requirements and restrictions and shall comply with strict adherence to them.
  - 2. Keep all public and private roadway surfaces shall be kept clean, and any borrow or other debris that may be brought upon the surface shall be removed promptly and thoroughly before it becomes compacted by traffic. If necessary, the wheels of all vehicles used for hauling shall be cleaned frequently and kept clean to avoid bringing any dirt upon the paved surfaces.

### PART 2 PRODUCTS

#### 2.1 SOIL MATERIALS

- A. Fill material used for the project is subject to the approval of the Engineer and may be either material removed from excavations or borrow from off site. Fill material, whether from the excavations or from borrow, shall be of such nature that after it has been placed and properly compacted, it will make a dense, stable fill.
- B. Satisfactory materials shall include materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GW-GM, GC, GP-GC, SW, and SP.
- C. Satisfactory materials shall not contain trash, refuse, vegetation, masses of roots, individual roots more than 18 inches long or more than 1/2 inch in diameter, or stones over 6 inches in diameter. Organic matter shall not exceed minor quantities and shall be well distributed.
- D. Satisfactory materials shall not contain frozen materials nor shall backfill be placed on frozen material.

#### 2.2 ORDINARY BORROW

- A. Ordinary borrow shall consist of a material satisfactory to Engineer and not specified as gravel borrow, sand borrow, special borrow material or other particular kind of borrow. This material shall have the physical characteristics of soils designated as type GW, GP, GM, SW, SP or SM, under USCS.
- B. It shall have properties such that it may be readily spread and compacted for the formation of embankments. The borrow shall not include rocks with a major dimension greater than 8 inches.

#### 2.3 PROCESSED AGGREGATE BASE

- A. The compacted processed aggregate borrow shall consist of inert material that is hard, durable stone and coarse sand, free from loam and clay, surface coatings and

deleterious materials. The coarse aggregate shall have a percentage of wear, by the Los Angeles Abrasion Test, of not more than 50.

- B. Shall conform to the requirements of CTDOT Form 817, article M.05.01-1. Coarse aggregate shall conform to the requirements of article M.05.01-2(a) or M.05.01-2(b). Reclaimed miscellaneous aggregate, shall be in conformance with article M.02(c) and (d). Aggregate must be free of organics, concrete, brick, or other materials.
- C. Gradation requirements for gravel shall be determined by AASHTO-T11 and T27 and shall conform to the following:

<u>Sieve</u>	<u>Percent Passing</u>
1/2 inch	50-85
No. 4	40-75
No. 50	8-28
No. 200	0-10

Maximum size of stone in gravel shall be 2 inches.

- D. All processed gravel shall come from approved stockpiles.

2.4 MODIFIED RIPRAP

- A. Modified riprap to be used for underlayment stone along the riverbank and shall consist of inert material that is hard, durable stone free from loam and clay, surface coatings and deleterious materials.
- B. Gradation requirements shall conform to the M.12.03 of the State of Connecticut Department of Transportation “Standard Specifications for Roads, Bridges, and Incidental Construction Form 818”. This material shall conform to the following gradation:

<u>Stone Size</u>	<u>% of the weight</u>
10 inches	0
6 inches to 10 inches	20-50
4 inches to 6 inches	30-60
2 inches to 4 inches	30-40
1 inch to 2 inches	10-20
less than 1 inch	0-10

2.5 GRANULAR FILL

- A. Shall conform to the requirements of CTDOT Form 818, article M.02.01-1 Broken or crushed stone or M.02.01-2 Bank or crushed gravel. Material shall meet the requirements of grading “A” article M.02.06.
- B. Stockpile the processed materials in such a manner to minimize segregation of particle sizes. All processed granular shall come from approved stockpiles.

2.6 CRUSHED STONE

- A. 4" CTDOT crushed stone shall conform to the requirements of CTDOT, "Form 818" Article M.02.01, No. 3 stone.

## 2.7 EQUIPMENT

- A. Use equipment capable of adequately placing, spreading and compacting materials to the depth specified.

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Prior to the placement of borrow material, site preparation shall be completed as required by the Contract Documents and approved by the Engineer.
- B. Ensure that all materials are properly stockpiled on site to prevent contamination by other materials.
- C. Place borrow material over the entire area in uniform lifts and compact in accordance with Section 302315– Excavation, Backfill, and Compaction.
- D. Utilize on-site soils, suitable stone, and reclaimed asphalt prior to using off-site borrow provided these on-site materials are suitable. Suitability will be determined by the Engineer.
- E. Utilize gravel borrow in all locations where a surface treatment has not been specified but requires a firm finish surface.
- F. Processed aggregate base for bituminous concrete pavement base is intended to provide a stable foundation for driveways and roadway repair.
- G. Borrow materials shall be used as a replacement for unsuitable materials where poor soil conditions are encountered during the progress of the work, where approved by the Engineer.

END OF SECTION

## SECTION 311100

## SITE PREPARATION

## PART 1 GENERAL

## 1.1 SUMMARY

- A. Section includes
  - 1. Clearing and grubbing
  - 2. Grading
  - 3. Stripping and stockpiling of soil, concrete, or asphalt where necessary
  - 4. Spot prepping, rolling, and compacting

## 1.2 SUBMITTALS

- A. Submit construction methods and equipment that will be utilized for the clearing, grubbing, and waste material disposal specified within this Section.

## PART 2 PRODUCTS – NOT USED

## PART 3 EXECUTION

## 3.1 CLEARING AND GRUBBING

- A. Except as otherwise directed, cut, grub, remove and dispose of trees, stumps, brush, shrubs, roots and any other objectionable material within the limits of the Work.
- B. Protect trees or groups of trees, designated by the Engineer to remain, from damage by all construction operations by erecting suitable barriers, or by other approved means. Conduct clearing operations to prevent falling trees from damaging trees designated to remain.
  - 1. All damage done to the trees by the Contractor's operation shall be trimmed and painted where cut as directed or as necessary to provide adequate vertical clearance for construction activities. The dressing or paint shall be applied no later than two days after the cuts are made.
  - 2. Use all necessary precautions to prevent injury to other desirable growth in all areas. Contractor shall assume full responsibility for any damage.
- C. Protect areas outside the limits of clearing from damage.
- D. No stumps, trees, limbs, or brush shall be buried in fills or embankments.

## 3.2 DISPOSAL OF MATERIALS

- A. Remove all tree trunks, limbs, roots, stumps, brush, foliage, other vegetation and objectionable material from the site and dispose of in a legal manner.
- B. Burning or direct burial of cleared and grubbed materials on-site will not be permitted.

### 3.3 GRADING

- A. In preparation for placing backfill, perform grading and installing unless otherwise directed by the Engineer perform in such a manner that the requirements for formation of embankments where necessary can be followed. During the process of grading, maintain the subgrade in such condition that it will be well drained at all times. Install temporary drains and drainage ditches to intercept or divert surface water that may affect the work when necessary.
- B. If at the time of grading it is not possible to place material in its final location, stockpile material in approved areas for later use. No extra payment will be made for the stockpiling or double handling of excavated material.
- C. The right is reserved to make minor adjustments or revisions in lines or grades if found necessary as the work progresses. This includes grades to promote drainage to existing structures (i.e. catch basins, swales), away from adjacent properties, or to the Naugatuck River.
- D. Stones or rock fragments larger than 3.5 inches in their greatest dimensions will not be permitted for placement in the top 12 inches of the finished subgrade of all fills.
- E. In cuts, loose or protruding rocks on the excavated slopes shall be barred loose or otherwise removed to line or finished grade of slope. Cut and fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown on the Drawings or as directed by the Engineer.

END OF SECTION



## SECTION 31 25 00

## SOIL EROSION AND SEDIMENT CONTROLS

## PART 1 GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division I Specifications, apply to this section.

## 1.2 SUMMARY

- A. General: Perform site soil erosion and sediment control measures in accordance with the contract documents.
- B. This Section includes the following:
  - 1. Dust control.
  - 2. Drainage and erosion control.
  - 3. Haybales and siltation fence.
  - 4. Sediment trapping devices.
  - 5. Construction Entrance.
- C. Related Sections – Not Used

## 1.3 SUBMITTALS – NOT USED

## PART 2 PRODUCTS

## 2.1 HAYBALES

- A. Haybales required for siltation control shall be wire tied bales of the type normally used for siltation or erosion control or construction projects.

## 2.2 FILTER FABRIC/GEOTEXTILES

- A. Geotextiles used for separation of materials shall be equal to Mirafi 180N as manufactured by TenCate Geosynthetics North America 365 South Holland Drive Pendergrass, Georgia 30567, or approved equal.
- B. Silt fence shall be equal to Mirafi 100X as manufactured by TenCate Geosynthetics North America 365 South Holland Drive Pendergrass, Georgia 30567, or approved equal.

## 2.3 SEDIMENT TRAPPING DEVICES

- A. Sediment trapping devices shall be Siltsack®, Dandy Bag II®, or approved equal.

## 2.4 MULCH

- A. Hay mulch shall consist of mowed cured grass, clover, alfalfa, timothy, oats, or wheat. No salt hay shall be used.

## 2.5 CONSTRUCTION ENTRANCE

- A. Stone
  - 1. Stone shall be crushed stone conforming to CTDOT Form 818, Article M.02.01-1, Gradation No. 3.
- B. Geotextile
  - 1. Geotextile shall be Mirafi 180N as manufactured by TenCate Geosynthetics North America 365 South Holland Drive Pendergrass, Georgia 30567, or approved equal.

### **PART 3 EXECUTION**

#### **3.1 DUST CONTROL**

- A. No visible dust.
- B. Control dust during the work.
- C. Prevent dust from becoming a nuisance or hazard. During construction, excavated material and open or stripped areas are to be policed and controlled to prevent spreading of the material.
- D. Control dust during the work on-site using water by misting. Misting procedures shall be performed as not to create run-off from these activities.
- E. During the Work on-site, all paved road and driveway surfaces shall be scraped and broomed free of excavated materials on a daily basis. The surfaces shall be hosed down or otherwise treated to eliminate active or potential dust conditions and the natural road or wearing surface shall be exposed.
- F. Ensure that the existing equipment, facilities, and occupied space adjacent to or nearby areas of the work do not come in contact with dust or debris as a result of concrete demolition, excavation or surface preparation for coatings.

#### **3.2 DRAINAGE AND EROSION CONTROL**

- A. Control erosion and siltation during the construction through mulching, haybales, siltation fencing, diversion and control of storm water run-off, ponding areas and similar methods.
- B. Provide and maintain sediment trapping systems.
- C. Discharge surface runoff from any disturbances to the site into silt containment basins. Utilize siltation prevention measures including haybale and geotextile fences before discharge to drainage systems.
- D. Control surface waters within the construction area through the use of temporary culverts if necessary.
- E. Install sediment trapping devices in catch basins located in existing paved areas to minimize the transport of sediment through the subsurface stormwater collection system.

#### **3.3 HAYBALES AND SILTATION FENCE**

- A. Place and maintain both haybales and a staked filter fabric siltation fence along the entire length of the proposed construction between the area of construction and where shown on the Drawings or required by permit.

- B. Install haybales by anchoring bales butted together to existing ground with at least 2 stakes per bale. The stake shall be a minimum of 1-inch square cross section and shall be long enough to penetrate 12 inches into the ground. Replace deteriorated haybales. Remove and dispose of the haybales following the successful growth of vegetation in the areas disturbed by the construction. Haybales shall not be removed until approved by the Engineer.
- C. Install a filter fabric siltation fence in addition to the staked haybales, prior to construction and remove after full surface restoration has been achieved. Install the siltation fence parallel and immediately adjacent to the haybales as shown on the Drawings. Install as follows:
  - 1. Hand shovel excavate a small trench on the upstream side of the desired fence line location.
  - 2. Unroll the siltation fence system, position the post in the back of the trench (downhill side), and hammer the post at least 1½ feet into the ground.
  - 3. Lay the bottom 6 inches of the fabric into the trench to prevent undermining by storm water run-off.
  - 4. Backfill the trench and compact.

### 3.4 CONSTRUCTION ENTRANCE

- A. Install construction entrance at the locations shown on the plans.
- B. Clear the area of the construction entrance of all vegetation, roots, and other objectionable material. Place the stone to the specified dimensions.
- C. Maintain the pads in a condition that prevents tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with CTDOT No. 3 stone, as conditions demand, and repair and/or cleanout of any structures used to trap sediment. Remove all material spilled, dropped, washed, or tracked from vehicles onto roadways, waterways, or into storm drains immediately.

### 3.5 RESTORATION

- A. Provide erosion control and surface restoration of areas disturbed during construction activities.
- B. Provide temporary stabilization of disturbed areas that remain inactive greater than 14 consecutive days to minimize erosion. Methods to minimize erosion may include but are not limited to:
  - 1. Spreading straw
  - 2. Installing jute netting
  - 3. Preparing surfaces to increase the runoff flow path, reduce the runoff flow velocity, or create small storage pockets to retain surface flows. Methods of accomplishing this include using mechanical devices such as track equipment or sheep's foot rollers.
- C. Unless otherwise specified, use jute netting on areas having a slope greater than 3 horizontal to 1 vertical, to anchor the mulch until a satisfactory growth is obtained. If paving is not possible because of the time of the year, apply mulch and netting to stabilize the area until such time as paving can be completed. It is not anticipated that seeding of areas will be needed during the project as pavement is the anticipated surface application to be applied during restoration.
- D. Provide grading, remulching and/or netting to maintain the restored areas until the Work is accepted by the Owner or paving of the surface has occurred.

### 3.6 CLEANING

- A. Remove any sediment that builds up around the haybales or catchbasins.
- B. Clean sediment trapping devices periodically during the work. Devices shall be cleaned on a weekly basis or more frequently if the devices become clogged.
- C. Clean catchbasins that collect sediment as a result of the work.

END OF SECTION 312500

**Tighe&Bond**

**Drawings**



# CITY OF ANSONIA, CONNECTICUT

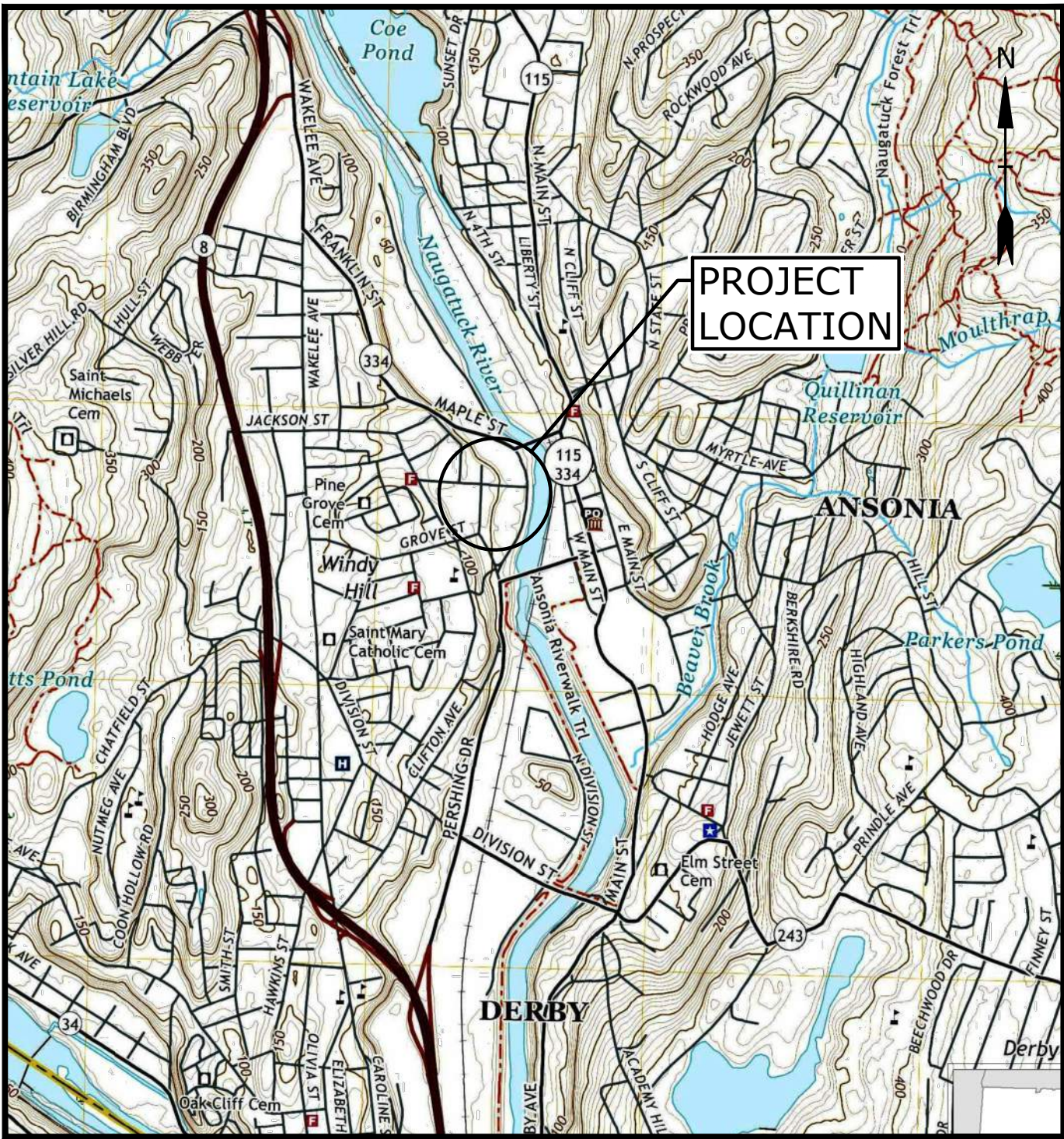
# 31-165 OLSON DRIVE

# PHASE I REMEDIATION

## BID DOCUMENTS

## JULY 10, 2024

LIST OF DRAWINGS		
SHEET NO.	DRAWING NO.	DRAWING TITLE
1		COVER SHEET
2	C-001	GENERAL NOTES, ABBREVIATIONS, AND LEGENDS
3	C-101	EXISTING CONDITIONS
4	C-201	SOIL EXCAVATION PLAN, NOTES, AND DETAILS
5	C-202	STOCKPILE PROCESSING AND REMOVAL, NOTES, AND DETAILS
6	C-301	SOIL EROSION AND SEDIMENTATION CONTROL PLAN
7	C-302	SOIL EROSION AND SEDIMENTATION NARRATIVE AND DETAILS



LOCATION MAP  
SCALE: 1" = 2000'

PREPARED BY:  
**Tighe&Bond**  
1000 Bridgeport Avenue  
Suite 320  
Shelton, CT 06484  
(203) 712-1100

PREPARED FOR:  
**CITY OF ANSONIA**  
253 MAIN STREET  
ANSONIA, CT 06401

**COMPLETE DRAFT SET 7 SHEETS**



GENERAL NOTES

1. ALL WORK ON SITE SHALL COMPLY WITH THE CITY OF ANSONIA'S REQUIREMENTS AND SPECIFICATIONS.
2. BASE MAP BASED ON "PROPOSED MULTI-FIELD ANSONIA SOCCER FACILITY SITE PLAN SET" BY JULIANO ASSOCIATES. DATED OCTOBER 24, 2022.
3. PREVIOUS PAYNE SAMPLE LOCATIONS ON NORTH PARCEL BASED ON FIGURE 2, TITLED SAMPLE LOCATION PLAN RIVERSIDE APARTMENTS NORTH 106 – 165 OLSON DRIVE ANSONIA, CONNECTICUT, BY PAYNE ENVIRONMENTAL, LLC. PREPARED FOR ANSONIA HOUSING AUTHORITY, DATED AUGUST 26, 2013.
4. FORMER USTs AND PREVIOUS PAYNE SAMPLE LOCATIONS ON SOUTH PARCEL BASED ON FIGURE 8, TITLED DIRECT EXPOSURE CRITERIA EXCEEDANCE AREAS RIVERSIDE APARTMENTS OLSON DRIVE ANSONIA, CONNECTICUT, BY PAYNE ENVIRONMENTAL, LLC. PREPARED FOR ANSONIA HOUSING AUTHORITY, DATED AUGUST 20, 2012.
5. PREVIOUS GZA SAMPLE LOCATIONS ON NORTH PARCEL BASED ON FIGURE 1, TITLED NORTH PARCEL EXPLORATION LOCATION PLAN, BY GZA, PREPARED FOR TISE DESIGN ASSOCIATES, DATED FEBRUARY 1, 2016.
6. PREVIOUS GZA SAMPLE LOCATIONS ON SOUTH PARCEL BASED ON FIGURE 2, TITLED SOUTH PARCEL EXPLORATION LOCATION PLAN, BY GZA, PREPARED FOR TISE DESIGN ASSOCIATES, DATED FEBRUARY 1, 2016.
7. UTILITY LOCATIONS DEPICTED ON PLANS HAVE BEEN COMPLIED BY VARIOUS SOURCES AND MUST BE CONSIDERED APPROXIMATE IN. OTHER SUCH FEATURES MAY EXIST ON THE SITE WHICH ARE UNKNOWN TO TIGHE & BOND. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES WITHIN WORK AREA PRIOR TO STARTING WORK.
8. IT IS THE RESPONSIBILITY OF EACH CONTRACTOR IN EVALUATING THESE DRAWINGS TO MAKE EXAMINATIONS IN THE FIELD BY VARIOUS METHODS AND OBTAIN NECESSARY INFORMATION FROM AVAILABLE RECORDS, UTILITY COMPANIES, AND INDIVIDUALS AS TO THE LOCATION OF SUBSURFACE STRUCTURES.
9. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THIS PROJECT PRIOR TO THE INITIATION OF WORK. SHOULD THE CONTRACTOR FIND A CONFLICT WITH THE DOCUMENTS RELATIVE TO THE SPECIFICATIONS OR APPLICABLE CODES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF RECORD IN WRITING PRIOR TO THE START OF WORK. FAILURE BY THE CONTRACTOR TO NOTIFY THE ENGINEER SHALL CONSTITUTE ACCEPTANCE OF FULL RESPONSIBILITY BY THE CONTRACTOR TO COMPLETE THE SCOPE OF WORK AS DEFINED BY THE DRAWINGS AND IN FULL CONFORMANCE ALL LOCAL REGULATIONS AND CODES THAT APPLY.
10. EXISTING STRUCTURES, FEATURES, DITCHES, PAVEMENT, CURBS OR GRASSED AREAS OUTSIDE THE WORK AREA DISTURBED DURING WORK SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER AT NO COST TO THE CITY.
11. THE CONTRACTOR IS RESPONSIBLE FOR SECURING AND MAINTAINING ALL APPLICABLE PERMITS, BONDS, INSURANCE AND LICENSES REQUIRED TO COMPLETE THE WORK.
12. THE CONTRACTOR SHALL SUFFICIENTLY SECURE ALL DISTURBED AREAS AT THE END OF EACH WORK DAY TO AVOID ANY RISK OF INJURY TO PEDESTRIAN OR VEHICULAR TRAFFIC. THE CONTRACTOR SHALL MAINTAIN FENCES TO PROTECT AGAINST PEDESTRIAN ACCESS. THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE TEMPORARY SAFETY MEASURES FROM THE CITY. ALL MAINTENANCE AND PROTECTION OF BOTH PEDESTRIAN AND VEHICULAR TRAFFIC SHALL BE INCLUDED IN THE BID PRICE FOR THIS PROJECT.
13. THE CITY AND ENGINEER SHALL APPROVE THE LOCATION(S) OF ALL STORED MATERIALS ON SITE.
14. PERFORM ALL NOTIFICATIONS AND OBTAIN ALL APPROVALS PRIOR TO INITIATING WORK.
15. SECURE FENCING, SIGNAGE, SEDIMENTATION EROSION CONTROLS PRIOR TO INITIATING WORK.
16. SEQUENCE WORK TO MINIMIZE AREAS OF DISTURBANCE AND NUMBER OF OPEN OR ON-GOING EXCAVATIONS.
17. CONDUCT WORK IN CONFORMANCE WITH THE DRAWINGS AND SPECIFICATIONS.
18. NOTIFY CALL BEFORE YOU DIG AT 1-800-922-4455 AND OTHER UTILITY OWNERS IN THE AREA NOT ON THE LIST AT LEAST 72 HOURS PRIOR TO ANY DIGGING, TRENCHING, ROCK REMOVAL, DEMOLITION, BORING, BACKFILLING, GRADING, LANDSCAPING, OR ANY OTHER EARTH MOVING OPERATIONS.
19. LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE. IN ADDITION, SOME UTILITIES MAY NOT BE SHOWN. DETERMINE THE EXACT LOCATION OF UTILITIES BY TEST PIT OR OTHER METHODS, AS NECESSARY TO PREVENT DAMAGE TO UTILITIES AND/OR INTERRUPTIONS IN UTILITY SERVICE. PERFORM TEST PIT EXCAVATIONS AND OTHER INVESTIGATIONS TO LOCATE UTILITIES, AND PROVIDE THIS INFORMATION TO THE ENGINEER, PRIOR TO WORK.
20. TIGHE & BOND ASSUMES NO RESPONSIBILITY FOR ANY ISSUES, LEGAL OR OTHERWISE, RESULTING FROM CHANGES MADE TO THESE DRAWINGS WITHOUT WRITTEN AUTHORIZATION FROM TIGHE & BOND.
21. NOTIFY THE ENGINEER OF ANY UTILITIES IDENTIFIED DURING WORK THAT ARE NOT SHOWN ON THE DRAWINGS.
22. THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY; COORDINATION WITH THE OWNER, ALL SUBCONTRACTORS, AND WITH OTHER CONTRACTORS WORKING WITHIN THE LIMITS OF WORK.
23. OBTAIN, PAY FOR AND COMPLY WITH PERMITS, NOTICES AND FEES NECESSARY TO COMPLETE THE WORK. ARRANGE AND PAY FOR NECESSARY INSPECTIONS AND APPROVALS FROM THE JURISDICTIONAL AUTHORITIES.
24. SHORE EXCAVATIONS AND TRENCHES WHERE FIELD CONDITIONS DICTATE AND/OR WHERE REQUIRED BY LOCAL, STATE AND FEDERAL HEALTH AND SAFETY CODES.
25. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO WORK. IF FIELD CONDITIONS ARE OBSERVED THAT VARY SIGNIFICANTLY FROM THOSE SHOWN ON THE DRAWINGS, IMMEDIATELY NOTIFY THE ENGINEER IN WRITING FOR RESOLUTION OF THE CONFLICTING INFORMATION.
26. PROTECT AND MAINTAIN ALL UTILITIES DURING THE WORK. LEAVE ALL PIPES AND STRUCTURES WITHIN THE LIMITS OF THE CONTRACT IN A CLEAN AND OPERABLE CONDITION AT THE COMPLETION OF THE WORK. TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SAND AND SILT FROM DISTURBED AREAS FROM ENTERING THE DRAINAGE SYSTEMS.
27. NOTIFY THE ENGINEER IN WRITING OF ANY CONFLICT, ERROR, AMBIGUITY, OR DISCREPANCY WITH THE PLANS OR BETWEEN THE PLANS AND ANY APPLICABLE LAW, REGULATION, CODE, STANDARD SPECIFICATION, OR MANUFACTURER'S INSTRUCTIONS.
28. THE CONTRACTOR IS RESPONSIBLE FOR SUPPORT OF EXISTING UTILITIES AND REPAIR OR REPLACEMENT COSTS OF UTILITIES DAMAGED DURING WORK, WHETHER ABOVE OR BELOW GRADE. REPLACE DAMAGED UTILITIES IMMEDIATELY AT NO ADDITIONAL COST TO THE OWNER AND AT NO COST TO THE PROPERTY OWNER.
29. TAKE NECESSARY MEASURES AND PROVIDE CONTINUOUS BARRIERS OF SUFFICIENT TYPE, SIZE, AND STRENGTH TO PREVENT ACCESS TO ALL WORK AND STAGING AREAS AT THE COMPLETION OF EACH DAYS WORK.
30. THE CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY TRAFFIC CONTROL/SAFETY DEVICES TO ENSURE SAFE VEHICULAR AND PEDESTRIAN ACCESS OUTSIDE OF THE WORK AREA, OR FOR SAFELY IMPLEMENTING DETOURS AROUND THE WORK AREA.
31. MAINTAIN EMERGENCY ACCESS TO ALL PROPERTIES WITHIN THE PROJECT AREA AT ALL TIMES DURING CONSTRUCTION.
32. REMOVE AND DISPOSE OF ALL CONSTRUCTION-RELATED WASTE MATERIALS AND DEBRIS IN STRICT ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS.
33. ALL PROPOSED WORK MAY BE ADJUSTED IN THE FIELD BY THE ENGINEER TO MEET EXISTING CONDITIONS.

LEGEND

DESCRIPTION	EXISTING
INDEX CONTOURS	<div><div>— — — — — 25 — — — — —</div></div>
STORM DRAIN	<div><div>— SD — SD —</div></div>
GRAVITY SANITARY SEWER	<div><div>— SS — SS —</div></div>
WATER SERVICE	<div><div>— W — W —</div></div>
ELECTRIC	<div><div>— E — E —</div></div>
GAS SERVICE	<div><div>— G — G —</div></div>
EDGE OF PAVEMENT	<div><div>-----</div></div>
SIDEWALK	<div><div>-----</div></div>
RETAINING WALL	<div><div><div>— — — — —</div></div></div>
STORM DRAIN STRUCTURES	<div><div><div>MANHOLE</div><div>CATCH BASIN</div></div></div>
SANITARY SEWER MANHOLE	<div><div><div></div></div></div>
UTILITY STRUCTURES	<div><div><div>UTILITY POLE #</div><div>LIGHT</div></div></div>
TREELINE	<div><div><div></div></div></div>
GEOTEXTILE SILT FENCE	<div><div><div></div></div></div>
CONSTRUCTION ENTRANCE	<div><div><div></div></div></div>
SILT SACK	<div><div><div>S.S.</div></div></div>
TEST PIT	<div><div><div></div></div></div>
MONITORING WELL	<div><div><div></div></div></div>
SURFICIAL SOIL SAMPLE	<div><div><div></div></div></div>
SOIL BORING	<div><div><div></div></div></div>
FORMER MONITORING WELL	<div><div><div></div></div></div>

LEGEND

RESOURCE AREAS	
WATERCOURSE	<div><div>— — — — —</div></div>

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR PROGRESS REVIEW ONLY. IT IS NOT INTENDED FOR BIDDING OR CONSTRUCTION PURPOSES.

31-165 Olson Drive Phase I Remediation

Ansonia, CT

MARK	DATE	DESCRIPTION
PROJECT NO: A-5093-011		
DATE: 07/10/2024		
FILE: A5093-011-C-001-GN.dwg		
DRAWN BY: ZJL		
CHECKED: MP		
APPROVED: JTO		

GENERAL NOTES, ABBREVIATIONS, AND LEGENDS

SCALE: NO SCALE

C-001

EXISTING CONDITIONS PLAN NOTES:

1. BASE MAP BASED ON "PROPOSED MULTI-FIELD ANSONIA SOCCER FACILITY SITE PLAN SET" BY JULIANO ASSOCIATES. DATED OCTOBER 24, 2022.
2. PRIOR TO THE START OF WORK THE CONTRACTOR SHALL NOTIFY "CALL BEFORE YOU DIG" (800-922-4455) AND SHALL ALSO CONTACT A PRIVATE UTILITY MARKING COMPANY FOR FIELD LOCATING AND CLEAR MARKING OF EXISTING UNDERGROUND UTILITIES BEFORE PROCEEDING WITH ANY EXCAVATION WORK.
3. THE LOCATION OF ALL UTILITIES SHOWN MAY BE INCOMPLETE. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES BEFORE THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES DURING CONSTRUCTION ACTIVITIES OF THE WORK SHALL BE REPAIRED AND PAID FOR BY THE CONTRACTOR.
4. THE OWNERS REPRESENTATIVE SHALL BE NOTIFIED PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
5. CONTRACTOR MAY UTILIZE EXISTING FENCING BUT IS RESPONSIBLE FOR SECURING AND MAINTAINING FENCING THROUGH THE DURATION OF THE PROJECT.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FROM THE CITY OF ANSONIA AND ANY OTHER AGENCIES WHICH HAVE JURISDICTION OF THE WORK.
7. SEE SHEET C-201 FOR SOIL EXCAVATION INFORMATION AND C-202 FOR STOCKPILE PROCESSING AND REMOVAL INFORMATION.
8. INSTALL EROSION AND SEDIMENTATION CONTROLS IN ACCORDANCE WITH SPECIFICATIONS AND DRAWINGS PRIOR TO INITIATING WORK.
9. SEE SHEETS C-301 AND C-302 FOR SEDIMENTATION AND EROSION CONTROL TO BE IN PLACE PRIOR TO ANY EXCAVATION WORK.

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BIDDING OR CONSTRUCTION PURPOSES.

31-165 Olson  
Drive Phase I  
Remediation

Ansonia, CT



- LEGEND**
- PROPERTY BOUNDARY
  - SOIL STOCKPILE LIMIT (APPROXIMATE)  
(STOCKPILE ELEVATIONS NOT SURVEYED)
  - RETAINING WALL
  - SOIL BORING
  - SURFICIAL SOIL SAMPLE
  - FORMER MONITORING WELL
  - MONITORING WELL
  - TEST PIT

MARK	DATE	DESCRIPTION
PROJECT NO:	A-5093-011	
DATE:	07/10/2024	
FILE:	A5093-011-C-200-EXCA.dwg	
DRAWN BY:	ZJL	
CHECKED:	MP	
APPROVED:	JTO	

EXISTING CONDITIONS

SCALE: 1" = 60'

C-101



REMEDIATION PLAN NOTES

1. PLANNED SOIL EXCAVATION BOUNDARIES INDICATES THE APPROXIMATE LOCATION OF RELEASE AREA. SOIL EXCAVATION IS PLANNED WITHIN DESIGNATED RELEASE AREAS. HOWEVER, DUE TO THE PRESENCE OF SITE WIDE FILL AND COMINGLING, EXACT LIMITS OF EXCAVATION WILL BE DETERMINED BY ENGINEER OBSERVATIONS AND TESTING.
2. CONTRACTOR TO PERFORM TEST PIT EXCAVATIONS AS DIRECTED BY THE ENGINEER TO FACILITATE WASTE CHARACTERIZATION SAMPLING BY THE ENGINEER.
3. CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT ALL EXISTING STRUCTURES AND SURFACE IMPROVEMENTS OUTSIDE THE LIMITS OF WORK AND SHALL RESTORE ANY DAMAGE TO THESE ITEMS TO PRE-DAMAGE CONDITION OR BETTER.
4. CONTRACTOR MAY UTILIZE EXISTING FENCING BUT IS RESPONSIBLE FOR SECURING AND MAINTAINING FENCING THROUGH THE DURATION OF THE PROJECT.
5. TEMPORARY SHUT-OFF ALL UTILITIES THAT MAY BE ENCOUNTERED AS PART OF REMEDIAL ACTIVITIES. CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY UTILITIES. UTILITY SERVICES MUST BE RESTORED FOLLOWING REMEDIATION IN ACCORDANCE WITHIN TIME FRAMES PROVIDED BY OWNER AND ENGINEER.
6. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR VERIFICATION OF THE LOCATION AND NATURE OF ALL SUBSURFACE UTILITIES WHICH MAY BE AFFECTED BY THE WORK. COORDINATE WITH RESPECTIVE UTILITY OWNERS AND PERFORM VERIFICATION IN THE FIELD AS REQUIRED. COORDINATE WITH OWNER, ENGINEER, AND RESPECTIVE UTILITY COMPANY PRIOR TO SHUT-OFF OR DISCONNECTION OF ANY UTILITY.
7. CONCRETE, UNDERGROUND STRUCTURES AND OTHER ITEMS REQUIRING REMOVAL FOR EXCAVATION SHALL BE REMOVED AND DISPOSED OF IN A LEGAL MANNER.
8. IN ORDER TO COMPLY WITH REMEDIATION REQUIREMENTS, EXCAVATE EXISTING SOIL TO THE ELEVATIONS DEFINED ON THE REMEDIATION PLAN OR AS DICTATED BY THE ENGINEER.
9. REMEDIAL EXCAVATION DEPTHS ARE MEASURED FROM EXISTING GRADE.
10. INSTALL PLASTIC FENCING AROUND ALL EXCAVATIONS. FENCING TO REMAIN UNTIL EXCAVATION IS BACKFILLED.
11. CONTAMINATED SOILS WILL BE REMOVED AT THE DISCRETION OF THE ENGINEER.
12. EXCAVATION LIMITS TO BE CONFIRMED THROUGH LABORATORY ANALYSIS. LIMITS MAY BE REDUCED OR EXTENDED.
13. CONTRACTOR SHALL BE PREPARED TO PERFORM REMOVAL OF INCIDENTAL CONTAMINATED IF ENCOUNTERED AND DIRECTED BY THE ENGINEER.

14. CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEGREGATING AND MAINTAINING SEPARATION BETWEEN CONTAMINATED AND NON-CONTAMINATED MATERIALS. CONTRACTOR WILL BE RESPONSIBLE FOR ANY ADDITIONAL DISPOSAL COSTS RESULTING FROM MATERIALS BECOME CO-MINGLED AS A RESULT OF CONTRACTORS ACTIONS OR FAILURE TO ADHERE TO WORK PLAN OR SPECIFICATIONS.
15. DIRECT LOADING OF CONTAMINATED MATERIALS FOR OFF-SITE DISPOSAL PREFERRED. HOWEVER, TEMPORARY SOIL STOCKPILING MAY BE PERMITTED AND SUBJECT TO A FLODD MANAGEMENT CERTIFICATION (FMC).
16. IF SOIL IS PERMITTED TO BE STOCKPILED, SOIL MUST BE STOCKPILED ON A MINIMUM OF 6 MIL POLYETHYLENE SHEETING AT LOCATIONS OUTSIDE OF EXCESS SURFACE RUNOFF OR PONDING. SOIL STOCKPILES MUST BE COVERED AND SECURED WITH 6 MIL POLYETHYLENE SHEETING AT THE END OF EACH WORKDAY.
17. TEMPORARY STOCKPILE AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DETAIL SHOWN ON SHEET C-302.
18. CONTRACTOR MUST PRESERVE AND PROTECT MONITORING WELLS THAT ARE OUTSIDE AREAS TO BE EXCAVATED. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE INCURRED TO MONITORING WELLS SLATED TO REMAIN AND WILL BE RESPONSIBLE FOR REPAIR/REPLACEMENT OF THOSE MONITORING WELLS.
19. CONTRACTOR SHALL REMOVE OR PROPERLY ABANDON MONITORING WELLS WITHIN AREAS OF EXCAVATION.
20. REMNANT USTs COULD BE ENCOUNTERED. CONTRACTOR SHOULD BE PREPARED TO REMOVE ANY UST AND ASSOCIATED PIPING ENCOUNTERED.
21. REMOVE ALL LIQUIDS FROM UNDERGROUND SYSTEMS (IF ENCOUNTERED) PRIOR TO REMOVAL FROM GROUND.
22. DISPOSE OF ALL MATERIALS IN ACCORDANCE WITH SPECIFICATIONS.
23. CONDUCT SOIL REMEDIATION IN ACCORDANCE WITH REMEDIATION PLAN AND SPECIFICATIONS.
24. EXCAVATIONS MUST BE BENCHED, SLOPED, OR SUPPORTED AS PER OSHA REQUIREMENTS.
25. NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS BEFORE PROCEEDING WITH ANY WORK.
26. ALL EXCAVATIONS ARE TO BE BACKFILLED AND COMPACTED (TO EXISTING GRADE) IN ACCORDANCE WITH SPECIFICATION.
27. REUSE OF ON-SITE MATERIALS AS BACKFILL SHALL BE APPROVED BY THE ENGINEER. IMPORTED BACKFILL MUST BE CERTIFIED CLEAN IN ACCORDANCE WITH SPECIFICATION.
28. REMEDIAL EXCAVATIONS SHALL BE BACKFILLED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS.

29. INSTALL BACKFILL IN 12 INCH MAXIMUM LIFTS.
30. THE CONTRACTOR SHALL SUFFICIENTLY SECURE ALL DISTURBED AREAS AT THE END OF EACH WORKDAY TO AVOID ANY RISK OF INJURY TO PEDESTRIAN OR VEHICULAR TRAFFIC. THE CONTRACTOR SHALL MAINTAIN FENCES TO PROTECT AGAINST PEDESTRIAN ACCESS. THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE TEMPORARY SAFETY MEASURES FROM THE CITY. ALL MAINTENANCE AND PROTECTION OF BOTH PEDESTRIAN AND VEHICULAR TRAFFIC SHALL BE INCLUDED IN THE BID PRICE FOR THIS PROJECT.
31. CONTRACTOR MUST NOT BLOCK OR OTHERWISE INTERFERE WITH TRAFFIC OR PEDESTRIAN TRAFFIC ALONG PUBLIC SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTIES.
32. CONTRACTORS ATTENTION IS CALLED TO THE PROXIMITY OF THE NAUGATUCK RIVER AND EXISTING STRUCTURES IN THE AREA. THE CONTRACTOR SHALL IMPLEMENT WORK TO PREVENT DISTURBANCE TO THESE ITEMS AND IS RESPONSIBLE FOR ANY DAMAGE TO THESE ITEMS.
33. CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AND STORM DRAINAGE ON-SITE DURING WORK. CONTRACTOR SHALL PROTECT EXISTING STORM DRAINAGE AGAINST SEDIMENT INFILTRATION IN ACCORDANCE WITH THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN, DETAILS AND SPECIFICATIONS.
34. THE PROVISIONS OF WORKER SAFETY AND/OR HEALTH PROTOCOLS THAT ADDRESS COMPLIANCE WITH THE RULES, LAWS AND REGULATIONS PERTAINING TO SAFETY AND/OR THE POTENTIAL OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC PHYSICAL OR CHEMICAL HAZARDS POSED TO THE CONTRACTOR'S EMPLOYEES IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. REFER TO APPLICABLE HEALTH AND SAFETY SPECIFICATIONS.

MAP REFERENCES

1. BASE MAP BASED ON "PROPOSED MULTI-FIELD ANSONIA SOCCER FACILITY SITE PLAN SET" BY JULIANO ASSOCIATES. DATED OCTOBER 24, 2022.
2. PREVIOUS PAYNE SAMPLE LOCATIONS ON NORTH PARCEL BASED ON FIGURE 2, TITLED SAMPLE LOCATION PLAN RIVERSIDE APARTMENTS NORTH 106 - 165 OLSON DRIVE ANSONIA, CONNECTICUT, BY PAYNE ENVIRONMENTAL, LLC. PREPARED FOR ANSONIA

HOUSING AUTHORITY, DATED AUGUST 26, 2013.

3. PREVIOUS PAYNE SAMPLE LOCATIONS ON SOUTH PARCEL BASED ON FIGURE 8, TITLED DIRECT EXPOSURE CRITERIA EXCEEDANCE AREAS RIVERSIDE APARTMENTS OLSON DRIVE ANSONIA, CONNECTICUT, BY PAYNE ENVIRONMENTAL, LLC. PREPARED FOR ANSONIA HOUSING AUTHORITY, DATED AUGUST 20, 2012.
4. PREVIOUS GZA SAMPLE LOCATIONS ON NORTH PARCEL BASED ON FIGURE 1, TITLED NORTH PARCEL EXPLORATION LOCATION PLAN, BY GZA, PREPARED FOR TISE DESIGN ASSOCIATES, DATED FEBRUARY 1, 2016.
5. PREVIOUS GZA SAMPLE LOCATIONS ON SOUTH PARCEL BASED ON FIGURE 2, TITLED SOUTH PARCEL EXPLORATION LOCATION PLAN, BY GZA, PREPARED FOR TISE DESIGN ASSOCIATES, DATED FEBRUARY 1, 2016.



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31-165 Olson  
Drive Phase I  
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Ansonia, CT

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CHECKED:	MP	
APPROVED:	JTO	

SOIL EXCAVATION PLAN,  
NOTES, AND DETAILS

SCALE: AS SHOWN

C-201



REMEDIATION PLAN NOTES:

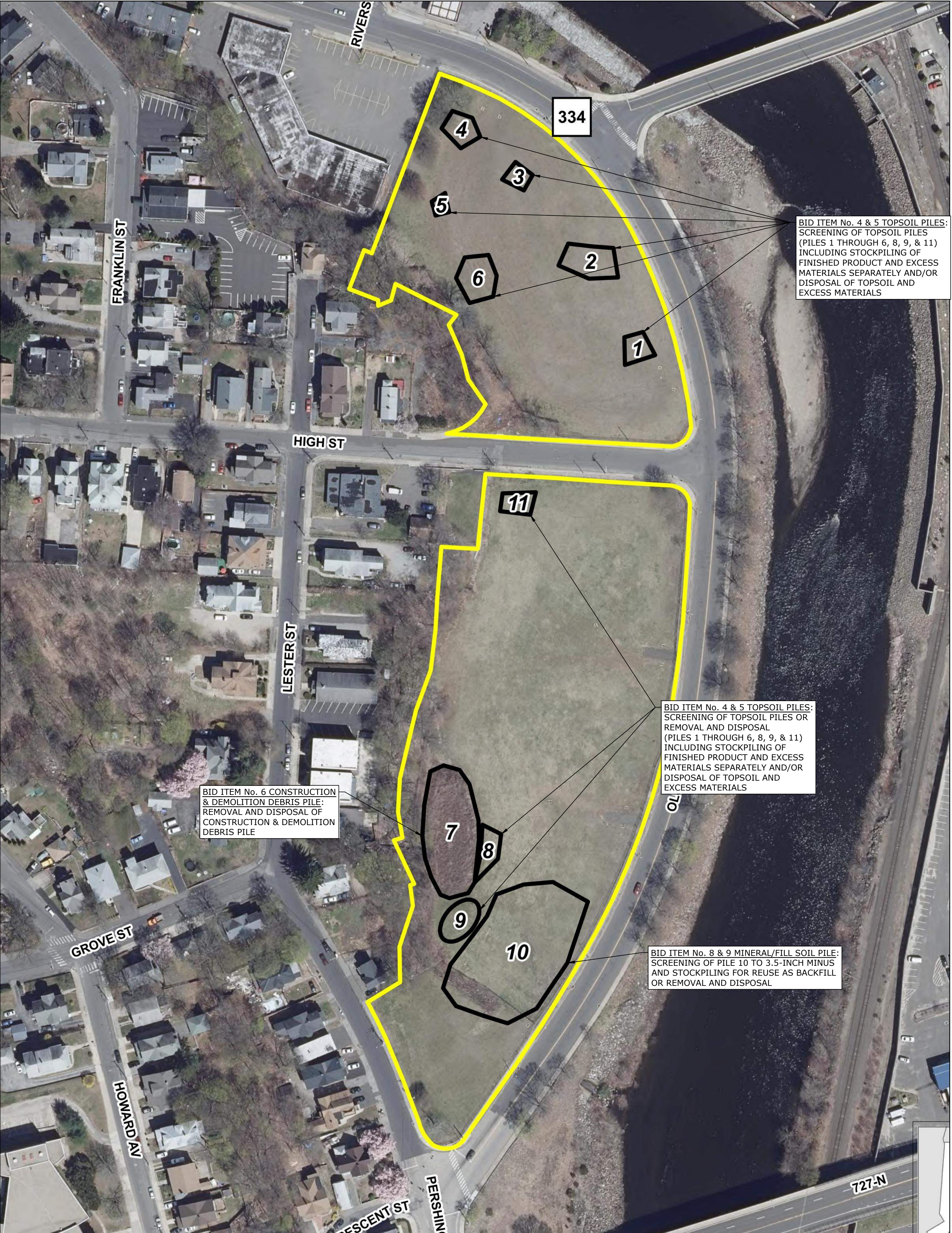
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3. CONTRACTOR MAY UTILIZE EXISTING FENCING BUT IS RESPONSIBLE FOR SECURING AND MAINTAINING FENCING THROUGH THE DURATION OF THE PROJECT.
4. CONCRETE AND OTHER DEBRIS REQUIRING REMOVAL SHALL BE REMOVED AND DISPOSED OF IN A LEGAL MANNER.
5. CONTAMINATED SOILS WILL BE REMOVED AT THE DISCRETION OF THE ENGINEER.
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9. DISPOSE OF ALL MATERIALS IN ACCORDANCE WITH SPECIFICATIONS.
10. CONDUCT SOIL REMEDIATION IN ACCORDANCE WITH REMEDIATION PLAN AND SPECIFICATIONS.
11. NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS BEFORE PROCEEDING WITH ANY WORK.
12. REUSE OF ON-SITE MATERIALS AS BACKFILL SHALL BE APPROVED BY THE ENGINEER. IMPORTED BACKFILL MUST BE CERTIFIED CLEAN IN ACCORDANCE WITH SPECIFICATION.
13. THE CONTRACTOR SHALL SUFFICIENTLY SECURE ALL DISTURBED AREAS AT THE END OF EACH WORKDAY TO AVOID ANY RISK OF INJURY TO PEDESTRIAN OR VEHICULAR TRAFFIC. THE CONTRACTOR SHALL MAINTAIN FENCES TO PROTECT AGAINST PEDESTRIAN ACCESS. THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE TEMPORARY SAFETY MEASURES FROM THE CITY. ALL MAINTENANCE AND PROTECTION OF BOTH PEDESTRIAN AND VEHICULAR TRAFFIC SHALL BE INCLUDED IN THE BID PRICE FOR THIS PROJECT.
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16. CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AND STORM DRAINAGE ON-SITE DURING WORK. CONTRACTOR SHALL PROTECT EXISTING STORM DRAINAGE AGAINST SEDIMENT INFILTRATION IN ACCORDANCE WITH THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN, DETAILS AND SPECIFICATIONS.
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18. IF SOIL IS PERMITTED TO BE STOCKPILED, SOIL MUST BE STOCKPILED ON A MINIMUM OF 6 MIL POLYETHYLENE SHEETING AT LOCATIONS OUTSIDE OF EXCESS SURFACE RUNOFF OR PONDING. SOIL STOCKPILES MUST BE COVERED AND SECURED WITH 6 MIL POLYETHYLENE SHEETING AT THE END OF EACH WORKDAY.
19. TEMPORARY STOCKPILE AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DETAIL SHOWN ON SHEET C-302.
20. TOPSOIL PILES SHALL BE SCREENED TO REMOVE BULKY UNSUITABLE ITEMS TO MAKE SUITABLE FOR REUSE AS TOPSOIL.
21. PILE 10 SHALL BE SCREENED TO 3.5-INCH MINUS PER ATTACHMENT No. 1 DEVELOPER DESIGN SPECIFICATIONS. EXCESS MATERIALS WILL BE STOCKPILED SEPARATELY FOR REMOVAL AND/OR DISPOSAL.

STOCKPILE	MATERIAL	VOLUME (CUBIC YARD)	VOLUME (TONS)
1	TOPSOIL	200	350
2	TOPSOIL	350	525
3	TOPSOIL	180	270
4	TOPSOIL	350	525
5	TOPSOIL	50	75
6	TOPSOIL	350	525
7	C&D DEBRIS	2100	3,150
8	TOPSOIL	200	350
9	TOPSOIL	1050	1,575
10	MINERAL/FILL	11,100	16,650
11	TOPSOIL	270	405

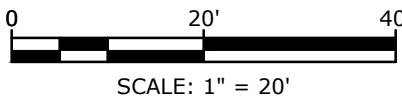
NOTE: VOLUMES ARE APPROXIMATE

LEGEND

- PROPERTY BOUNDARY
- SOIL STOCKPILE LIMIT (APPROXIMATE)  
(STOCKPILE ELEVATIONS NOT SURVEYED)



NOTE: BASED ON 2019 STATEWIDE LEAF-OFF ORTHOPHOTOGRAPHY, COURTESY OF CTECO



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Ansonia, CT

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STOCKPILE PROCESSING AND  
REMOVAL, NOTES, AND  
DETAILS

SCALE: 1" = 20'



SOIL EROSION AND SEDIMENTATION CONTROL NOTES

1. BASE MAP BASED ON "PROPOSED MULTI-FIELD ANSONIA SOCCER FACILITY SITE PLAN SET" BY JULIANO ASSOCIATES. DATED OCTOBER 24, 2022.
2. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATION OF THE "2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL" DEEP BULLETIN NO 34, AND ALL AMENDMENTS AND ADDENDA THERETO AS PUBLISHED BY THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION.
3. LAND DISTURBANCE SHALL BE KEPT TO THE MINIMUM NECESSARY FOR REMEDIATION.
4. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AS SHOWN ON THE PLANS AND ELSEWHERE AS ORDERED BY THE OWNER'S REPRESENTATIVE, OR THE CITY OF ANSONIA.
5. CONTRACTOR TO IDENTIFY ON-SITE CATCH BASINS PRIOR TO WORK.
6. ALL CATCH BASINS SHALL BE PROTECTED WITH SILT SACKS, HAYBALE RING, SILT FENCE OR BLOCK AND STONE INLET PROTECTION THROUGHOUT THE CONSTRUCTION PERIOD AND UNTIL ALL DISTURBED AREAS ARE THOROUGHLY STABILIZED.
7. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO WORK.
8. ADDITIONAL CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION PERIOD AS ORDERED BY THE ENGINEER OR THE CITY OF ANSONIA. THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF ADDITIONAL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES TO REPLACE DAMAGED MEASURES, EMERGENCY REPAIRS, AND TO MEET CONDITIONS OF THE SITE AS WORK PROGRESSES SHALL BE INCLUDED IN CONTRACTORS LUMP SUM BID PRICE.
9. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE MAINTAINED IN EFFECTIVE CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
10. SEDIMENT REMOVED SHALL BE DISPOSED OF LEGALLY OFFSITE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES THROUGHOUT THE WORK PERIOD.
12. THE CONTRACTOR SHALL MAINTAIN A SUPPLY OF SILT FENCE/HAYBALES AND ANTI-TRACKING CRUSHED STONE ON-SITE FOR EMERGENCY REPAIRS.
13. THE CONTRACTOR SHALL UTILIZE APPROVED METHODS/MATERIALS FOR PREVENTING THE BLOWING AND MOVEMENT OF DUST FROM EXPOSED SOIL SURFACES ONTO ADJACENT PROPERTIES AND SITE AREAS.
14. THE CONTRACTOR SHALL CAREFULLY COORDINATE THE PLACEMENT OF EROSION CONTROL MEASURES WITH THE PHASING OF WORK.
15. KEEP ALL PAVED ROADWAYS CLEAN. SWEEP BEFORE FORECASTED STORMS OR WEEKLY AS NECESSARY.
16. CONSTRUCTION ENTRANCE DIMENSIONS SHOWN ARE MINIMUM REQUIRED. ADDITIONAL LENGTH AND WIDTH MAY BE NECESSARY TO PREVENT THE TRACKING OF SEDIMENT ON THE ADJACENT TOWN ROADS. THE CONTRACTOR SHALL INCREASE THE SIZE OF THE CONSTRUCTION ENTRANCES AS REQUIRED TO PREVENT TRACKING OF SEDIMENT ONTO TOWN ROADS. ADDITIONALLY, THE LOCATIONS OF THE CONSTRUCTION ENTRANCES MAY REQUIRE ADJUSTMENT AS CONSTRUCTION PROGRESSES. IN NO CASE SHALL THERE BE ACCESS INTO AND OUT OF THE SITE WITHOUT FIRST CROSSING A CONSTRUCTION ENTRANCE UNTIL ALL CONTRIBUTING AREAS HAVE BEEN STABILIZED.
17. ALL TRUCKS LEAVING THE SITE MUST BE COVERED.
18. ALL SEDIMENTATION AND EROSION CONTROLS SHALL BE CHECKED WEEKLY AND AFTER EACH RAINFALL EVENT. NECESSARY REPAIRS SHALL BE MADE WITHOUT DELAY.
19. PRIOR TO ANY FORECASTED RAINFALL, EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED AND REPAIRED AS NECESSARY.
20. AFTER ALL DISTURBED AREAS HAVE BEEN STABILIZED, EROSION CONTROLS MAY BE REMOVED ONCE AUTHORIZATION TO DO SO HAS BEEN SECURED FROM THE TOWN.
21. CONTRACTOR IS TO COMPLY WITH THE REQUIREMENTS OF THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN, DETAILS, AND SPECIFICATIONS.
22. SILT SACKS SHALL BE PROVIDED AT EACH CATCH BASIN ON SITE. SILT FENCE SHALL BE INSTALLED IN ACCORDANCE WITH THIS PLAN PRIOR TO WORK AND SHALL REMAIN THROUGHOUT THE ENTIRE DURATION.



- LEGEND**
- GEOTEXTILE SILT FENCE
  - ▨ CONSTRUCTION ENTRANCE
  - — — — — PROPERTY BOUNDARY
  - — — — — SOIL STOCKPILE LIMIT (APPROXIMATE)  
(STOCKPILE ELEVATIONS NOT SURVEYED)
  - — — — — RETAINING WALL
  - SOIL BORING
  - ⊕ SURFICIAL SOIL SAMPLE
  - ⊕ FORMER MONITORING WELL
  - ⊕ MONITORING WELL
  - ⊕ TEST PIT

BID ITEM NOTES:

1. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE MEASURED AND PAID UNDER BID ITEM #2

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31-165 Olson  
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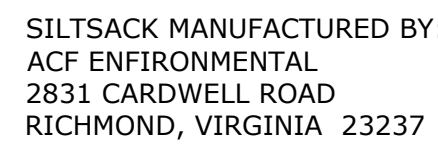
SOIL EROSION AND  
SEDIMENTATION CONTROL

SCALE: 1" = 60'

C-301

SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE STANDARDS OUTLINED IN THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (CTDEEP) "2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL", LATEST REVISION.

1. FLAG THE LIMITS OF WORK.
2. INSTALL THE CONSTRUCTION ENTRANCES.
3. INSTALL PERIMETER EROSION AND SEDIMENT CONTROLS IN ACCORDANCE WITH THE SESC PLAN.
4. ESTABLISH CONTRACTOR'S STAGING AREA.
5. COMPLETE SOIL REMEDIATION, BACKFILL, COMPACT, AND RESTORE GRADES.
6. AFTER SITE IS STABILIZED REMOVE TEMPORARY EROSION AND SEDIMENT CONTROLS (E.G. GEOTEXTILE SILT FENCES AND CATCH BASIN SILT SACKS).



The diagram illustrates the layout of a construction entrance. It features a central rectangular area labeled "CONSTRUCTION ENTRANCE" filled with a stone pattern. To the left of this area is an "ACCESS ROAD TO WORK AREA", indicated by a line with two dots. To the right is a "PAVED ROAD". Above the entrance area, a line points to a curved section labeled "RADIUS TO ACCOMMODATE TURNING MOVEMENTS OF CONSTRUCTION VEHICLES, AS NEEDED." Below the entrance area, a dimension line indicates a width of "50' MIN. (100' MIN IF TRACKED SEDIMENT < 80% SAND)". At the bottom left, a dimension line indicates the "MINIMUM 12' OR WIDTH OF ACCESS ROAD WHICHEVER IS GREATER".

A cross-sectional diagram of a triangular soil stockpile. The stockpile is represented by a stippled texture. It is surrounded by a layer of polyethylene sheeting, which is secured by sandbags at the top and bottom corners. Below the sheeting is a polyethylene membrane underlayment. Labels with arrows point to these components: 'POLYETHYLENE SHEETING PER SPECIFICATIONS' (top left), 'SANDBAGS AS REQUIRED TO SECURE SHEETING' (top right), 'SOIL STOCKPILE (TYP.)' (center), and 'POLYETHYLENE MEMBRANE UNDERLAYMENT PER SPECIFICATIONS' (bottom right).

**Tighe & Bond**  
1000 Bridgeport Avenue  
Suite 320  
Shelton, CT 06484  
(203) 712-1100

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## SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS

SCALE: NO SCALE

C-302

**Tighe&Bond**

**Attachment No. 1**

## Brian Sirowich

---

**From:** John Guedes <johnguedes@sbcglobal.net>  
**Sent:** Friday, June 28, 2024 11:28 AM  
**To:** Brian Sirowich; Sheila OMalley; Joe Guedes; Biagio Barone  
**Subject:** Re: RFP  
**Attachments:** Ansonia Sports.pdf; Ansonia Sports.pdf

[ Caution - External Sender ]

Email has been redacted to reflect relevant information provided by the developer for 31-165 Olson Drive Phase I Remediation Bidding Purposes

Brian,

The pile that was excavated and is on the field site is approximately 12,000 to 15,000 tons.

That being said, the existing pile is to all be processed by screening to remove all bulky unsuitable material in excess of 3.5 inches.

I have attached the Sieve requirements for the field and the sieve test results from the material that is in the pile on site.

*John N. Guedes / President*  
**Primrose Companies**  
1425 Noble Ave, BPT, CT 06610  
Tel. (203)367-5180  
Fax (203)384-0677





525 John Street  
Bridgeport, CT 06604  
Tel: (203) 336-5900  
Fax: (203) 336-1769  
www.fairfieldtesting.com  
www.thequillgroup.com

CLIENT: Primrose Contracting  
1425 Noble Avenue  
Bridgeport, Ct 06610  
PROJECT: 31-165 Olson Drive  
Ansonia, CT

DATE: 6/11/2024  
SAMPLE #: 6248  
LAB TECH: Dennis Kieley  
SAMPLED BY: Dennis Kieley  
Description: Reclaimed on-site

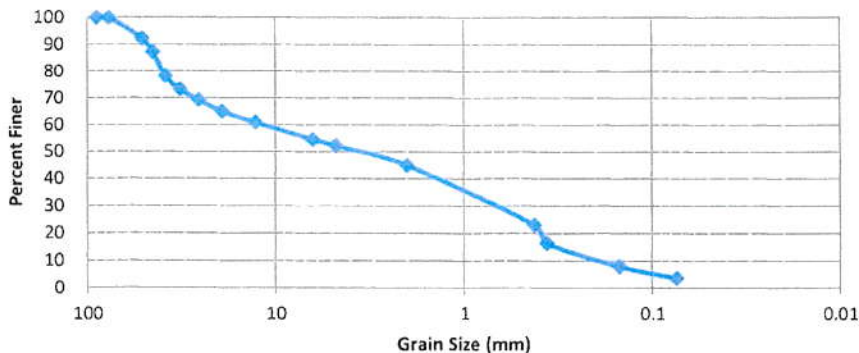
**SIEVE ANALYSIS (ASTM DESIGNATION C136 and AASHTO DESIGNATION T 27-88<sup>1</sup>)**

SAMPLE SIZE: 4314.2  
SAMPLE USE: Backfill  
SAMPLE LOCATION: Front of on-site stockpile

LL= N/A PL= N/A PI= N/A  
D90= 46.27 D85= 41.43 D60= 11.58  
D50= 3.31 D30= 0.680 D15= 0.331  
D10= 0.192 Cu= 60.31 Cc= 0.21

SIEVE SIZE (in./no.)	mm	WEIGHT (Retained)	% PASSING (Total Sample)	
3.5"	88.9	0.0	100	M.02.06 (A)
3.0"	76.2	0.0	100	100%
2.0"	50.8	334.8	92	
1.75"	44.5	543.3	87	
1.5"	38.1	937.6	78	55-100%
1.25"	31.8	1149.9	73	
1"	25.4	1325.1	69	
3/4"	19.1	1509.8	65	
1/2"	12.7	1683.4	61	
1/4"	6.35	1961.0	55	25-60%
#4	4.76	2062.2	52	
#10	2	2376.3	45	15-45%
#40	0.42	3316.0	23	5-25%
#50	0.36	3603.2	16	
#100	0.149	3972.1	8	0-10%
#200	0.074	4154.0	3.7	0-5%
Pan		4312.9		

**Soil Gradation**



TESTING  
NVLAP LAB CODE 200871-0

%+3"	% Gravel		% Sand			% Fines
0.0%	Coarse	Fine	Coarse	Medium	Fine	3.7%
	35.0%	12.8%	7.3%	21.8%	19.4%	



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CLIENT: Primrose Contracting  
1425 Noble Avenue  
Bridgeport, Ct 06610  
PROJECT: 31-165 Olson Drive  
Ansonia, CT

DATE: 6/11/2024  
SAMPLE #: 6249  
LAB TECH: Dennis Kieley  
SAMPLED BY: Dennis Kieley  
Description: Reclaimed on-site

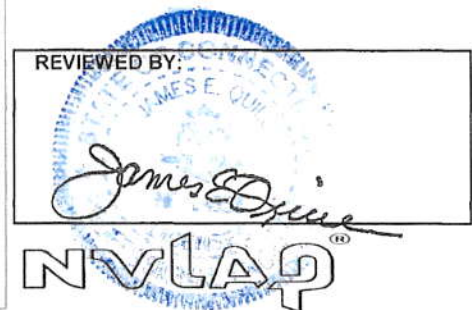
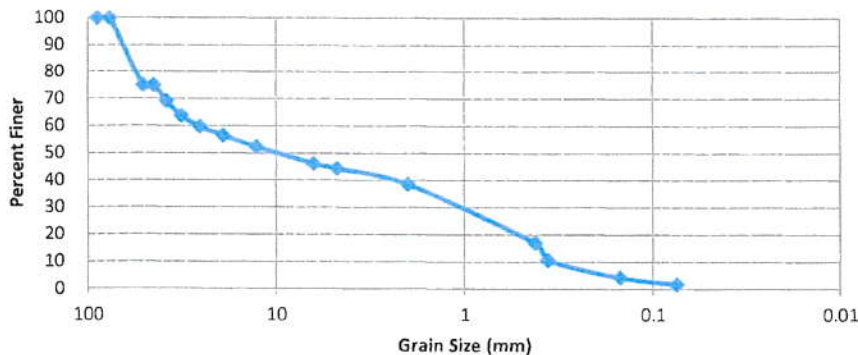
**SIEVE ANALYSIS (ASTM DESIGNATION C136 and AASHTO DESIGNATION T 27-88<sup>1</sup>)**

SAMPLE SIZE: 5003.2  
SAMPLE USE: Backfill  
SAMPLE LOCATION: Middle of on-site  
stockpile

SIEVE SIZE	mm	WEIGHT	% PASSING	
(in./no.)		(Retained)	(Total Sample)	M.02.06 (A)
3.5"	88.9	0.0	100	100%
3.0"	76.2	0.0	100	
2.0"	50.8	1250.9	75	
1.75"	44.5	1250.9	75	
1.5"	38.1	1544.7	69	55-100%
1.25"	31.8	1813.7	64	
1"	25.4	2014.9	60	
3/4"	19.1	2178.5	56	
1/2"	12.7	2387.2	52	
1/4"	6.35	2693.4	46	25-60%
#4	4.76	2786.5	44	
#10	2	3073.6	39	15-45%
#40	0.42	4152.2	17	5-25%
#50	0.36	4466.0	11	
#100	0.149	4786.8	4	0-10%
#200	0.074	4910.7	1.8	0-5%
Pan		5001.0		

LL= N/A PL= N/A PI= N/A  
D90= 64.31 D85= 69.97 D60= 25.41  
D50= 9.98 D30= 1.040 D15= 0.391  
D10= 0.353 Cu= 71.98 Cc= 0.12

**Soil Gradation**



%+3"	% Gravel		% Sand			% Fines
0.0%	Coarse	Fine	Coarse	Medium	Fine	1.8%
	43.5%	12.2%	5.7%	21.6%	15.2%	

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Fax: (203) 336-1769  
www.fairfieldtesting.com  
www.thequillgroup.com

CLIENT: Primrose Contracting  
1425 Noble Avenue  
Bridgeport, Ct 06610  
PROJECT: 31-165 Olson Drive  
Ansonia, CT

DATE: 6/11/2024  
SAMPLE #: 6250  
LAB TECH: Dennis Kieley  
SAMPLED BY: Dennis Kieley  
Description: Reclaimed on-site

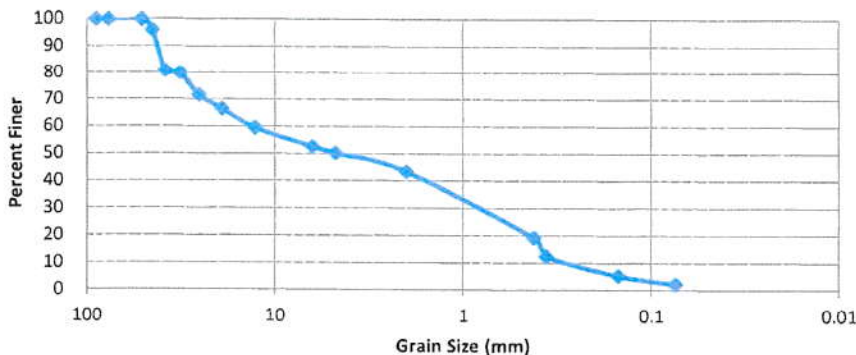
SIEVE ANALYSIS (ASTM DESIGNATION C136 and AASHTO DESIGNATION T 27-88<sup>1</sup>)

SAMPLE SIZE: 5093.1  
SAMPLE USE: Backfill  
SAMPLE LOCATION: Back of on-site  
stockpile

LL= N/A PL= N/A PI= N/A  
D90= 41.12 D85= 40.11 D60= 12.71  
D50= 4.76 D30= 0.810 D15= 0.380  
D10= 0.251 Cu= 50.64 Cc= 0.21

SIEVE SIZE (in./no.)	mm	WEIGHT (Retained)	% PASSING (Total Sample)	
3.5"	88.9	0.0	100	M.02.06 (A)
3.0"	76.2	0.0	100	100%
2.0"	50.8	0.0	100	
1.75"	44.5	200.5	96	
1.5"	38.1	972.9	81	55-100%
1.25"	31.8	1017.8	80	
1"	25.4	1446.5	72	
3/4"	19.1	1706.7	66	
1/2"	12.7	2062.5	60	
1/4"	6.35	2412.9	53	25-60%
#4	4.76	2534.7	50	
#10	2	2878.6	43	15-45%
#40	0.42	4118.7	19	5-25%
#50	0.36	4455.8	13	
#100	0.149	4823.8	5	0-10%
#200	0.074	4976.6	2.3	0-5%
Pan		5091.4		

Soil Gradation



%+3"	% Gravel		% Sand			% Fines
0.0%	Coarse	Fine	Coarse	Medium	Fine	2.3%
	33.5%	16.3%	6.8%	24.3%	16.8%	

REVIEWED BY:

*James E. Oxine*  
NVLAP<sup>®</sup>

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**Tighe&Bond**

**Attachment No. 2**

**STATE OF CONNECTICUT  
DEPARTMENT OF ECONOMIC  
AND COMMUNITY DEVELOPMENT**



**BIDDING, CONTRACTING & CONSTRUCTION  
GUIDELINES  
FOR STATE PROGRAMS**

**Revision: May 2019**

**DAVID LEHMAN  
COMMISSIONER**

## TABLE OF CONTENTS

	<u>PAGE</u>
1. Introduction	3
2. Definitions	3
3. Conflict of Interest and Client Responsibility	4
4. Categories of Work	4
5. Categories of Clients	5
6. Construction Managers in Place of General Contractors	5
7. Planning and Compliance – Connecticut Environmental Policy Act	6
8. Connecticut Prevailing Wage and Davis-Bacon Act	7
9. Commission on Human Rights and Opportunities Requirements	8
10. DAS Prequalification of Bidder	9
11. Bid Package Submission Requirements	9
12. Bidding, Contracting & Construction Requirements for State Programs at \$250K Or less	10
13. Materials and Services	10
14. Advertising Your Project	11
15. Bonds/ Certified Checks	12
16. Liquidated Damages	12
17. Insurance	12
18. Selecting the General Contractor	13
19. Documents to be Submitted to DECD upon Completion of Bidding	13
20. Documents to be Submitted to DECD Upon Construction Contract Execution	14
21. Contractor Payment Application, Retainage, and Change Orders	14
22. Construction Phase Submission Requirements	15
23. Construction Close-out Documentation	15
24. Construction Monitoring Procedures	16
25. Construction Oversight and Technical Assistance	17
26. Attachments	18
a) State Seal, DECD Logo, and State Sign Template	19
b) CHRO Contract Compliance Regulations Notification to Bidders Form	21
c) Compliance Certification	32

## **1. INTRODUCTION**

The intent of these Bidding, Contracting and Construction Guidelines is to provide the guidance and the requirements needed to ensure a successful DECD sponsored project. It is DECD's policy to maximize the benefits derived from the use of public funds, protect these funds from inappropriate use, and ensure that all Federal, State and Local requirements are met.

To maximize the benefits of the State's public funds, DECD's requires a competitive public procurement process of all major contracts for construction. Competitive public bidding is a standard practice within the public works construction industry and provides numerous benefits such as:

- a. Cost savings to the Client and State
- b. Fair competition for construction contracts
- c. Ensuring the use of qualified contractors

The DECD has prepared these guidelines to assist our clients through the agency's requirements and policies. These guidelines reference definitions, client responsibilities, categories of work, project planning to ensure Connecticut Environmental Policy Act (CEPA) compliance and various State agencies' laws & regulations, the requirements of a publicly advertised competitive bid process for construction activities, selection and contracting for construction, DECD's progress monitoring of construction, and the required documents from bidding on through to Construction Closeout.

**Any Client modification or change to the bidding or selection process must be pre-approved by DECD.**

## **2. DEFINITIONS**

- a. **Public Building** (C.G.S. section 1-1(e)): ...shall include a statehouse, courthouse, townhouse, arsenal, magazine, prison, community correctional center, almshouse, market or other building belonging to the state, or any town, city, borough in the state, and any church, chapel, meetinghouse, or other building generally used for religious worship, and any college, academy, schoolhouse or other building generally used for literary instruction."
- b. **Public Works Contract** (C.G.S. Sec. 46a-68b): "...means any agreement between any individual, firm or corporation and the state or any political subdivision of the state for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees and "municipal public works contracts", "quasi-public agency project" and "awarding agency." Have the same meanings as provided in section 4a-60g, as amended by this act. "Municipal public works contracts" and "quasi-public agency project" are also subject to contract compliance requirements. Please see the definitions for "municipal public

works contract”, quasi-public agency project”, and “awarding agency” in C.G.S. section 4a-60g (a)(as amended by June SS Public Act 15-5).

- c. Competitive Bidding (the Architect’s Handbook of Professional Practice, Vol. 2, AIA 1987): Competitive bidding seeks to find the lowest reasonable price for the project through competition for the work. The theory is that many interested contractors have access to the project and that head-to-head competition will produce the best possible price consistent with marketplace conditions.

### **3. CONFLICT OF INTEREST NOTICE AND CLIENT RESPONSIBILITY**

- a. Members and relations of the governing body and/ or staff of the client shall be prohibited from receiving contracts for materials or services related to the Construction/ Renovation.
- b. DECD shall review project documents to ensure consistency with project goals, department standards and technical correctness. However, it is the responsibility of the client, their architect and attorney to ensure that the documents are technically correct, complete and, where necessary, protect the grantee and the State of Connecticut from any and all claims.
- c. The client will comply with all relevant local, state and federal regulations, and comply with all standard contracting practices to safeguard the interests of the client and the state including, but not limited to, contractor performance, security, insurance, permits, and inspections.
- d. The client shall erect a suitable sign attributing funding to State of Connecticut, Governor; Department of Economic and Community Development, and Commissioner. A sign template is attached to this document.

### **4. CATEGORIES OF WORK**

- a. Emergency Work: Public Health and Safety Improvements. DECD must approve any exemption from the bidding process for Emergency Work.
- b. Minor Construction/Renovation: Single trade tasks and/or non-complex construction with a total value of \$100,000 or less.
- c. Major Construction/Renovation: multiple-interrelated trade tasks and/or complex construction with a total value of over \$100,000.
- d. Brownfield Site: A brownfield is a real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The physical environmental clean-up or remediation of a brownfield site is considered a change in real property therefore a construction activity.
- e. Individual physical development contracts under \$10,000 in value shall not be subject to competitive bid requirements.

- f. For projects only requiring material purchases see section 13.
- g. For projects with a total project cost of \$250,000 or less see section 12.

##### **5. CATEGORIES OF CLIENTS**

- a. The nature of the project and the organization of DECD's client determine whether a project's construction contracts are publicly advertised for competitive bidding. Publicly advertised competitive bidding may also be appropriate for certain clients and/or projects. A public competitive process will help the client locate qualified firms and establish a market rate for the improvements.
- b. Please refer to the table below as a guide for compliance with the contract solicitation process.

<b>Client Category</b>	<b>Project Category</b>	<b>Public Competitive Bid</b>	<b>Competitive Bid</b>
Financial assistance to for-profit corporation for WC, M&E, Training, etc.	Private	No	No
Financial assistance to for-profit corporation for building, site or infrastructure improvements.	Private	No	Recommended
Financial assistance to not-for-profit corporation for WC, M&E, Training, etc.	Private	Yes	Yes
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting on behalf of a municipality	Public	Yes	Yes
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting on behalf of a municipality	Private	Recommended	Local Procurement Process
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting for their own interests where state funding is less than 25% of the total project cost	Private	Highly Recommended	Yes
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting for their own interests where state funding is greater than 25% of the total project cost	Private	Yes	Yes
Financial assistance to municipalities for construction/improvements of public infrastructure/public land	Public	Yes	Yes

## **6. CONSTRUCTION MANAGERS IN PLACE OF GENERAL CONTRACTORS**

The DECD grantee may employ a construction manager, but if this management method is used, each subcontract must be bid employing the same procedures outlined above with a minimum of three bids for each subcontractor, advertising for each and compliance with bonding, insurance, and minority regulations. Any specific construction trade work to be conducted by the construction manager requires DECD pre-approval.

## **7. PLANNING/PERMITTING – CEPA COMPLIANCE**

- a. **CEPA** - Sections 22a-1 through 22a-1h of the C.G.S. establish an environmental policy for Connecticut and a process for evaluating the environmental impacts of State actions. The process is further defined by Sec. 22a-la-1 through 22a-la-12 of the Regulations of Connecticut State Agencies.
- b. **Floodplain** - The FEMA Flood Insurance Rate Map (FIRM) of the project boundary must be reviewed by the project design professional during the design phase. If the project proposes an activity within or affecting a floodplain or that impacts storm drainage facilities, the DECD must submit a Flood Management Certification to DEEP (C.G.S. 25-68b through 25-68h). The grantee's design professional will be responsible for preparing the application and submission to DECD for review and subsequent certification to DEEP. DECD will not approve or fund any construction activities until certification has been accepted by the DEEP. Flood Management Certification must be approved prior to the completion of the bid package.
- c. **Historic Considerations** – Projects involving the renovation, rehabilitation, or additions to Historic buildings or sites will require consultation with the State Historical Preservation Commission (SHPO). Documentation of such consultation and approval by SHPO will be required. Historic buildings are defined as properties listed on the State or National Register for Historic Places, or properties eligible for listing on the State or National Register for Historic Places. Properties 50 years old or older are potentially eligible for listing. Historic sites are defined as sites that have yielded, or may be likely to yield, information important in prehistory or history. If you are unsure, please contact SHPO (860-500-2337 or at [Todd.Levine@ct.gov](mailto:Todd.Levine@ct.gov)).
- d. **Hazardous Materials** – It is the grantee's responsibility to investigate the possible existence of hazardous materials and evaluate their impact on the proposed project. Hazardous materials include, but are not limited to, lead based paint, asbestos containing materials, PCBs etc. If hazardous materials are present on the project site or in existing buildings, appropriate mitigation, remediation must be included in the scope of work, plans and specifications.
- e. **Approvals** – The grantee shall review any factors in conflict with the use of the site or the planned project on the site to be developed or rehabilitated (e.g. building lines, zoning regulations, local ordinances, codes or other pertinent regulations or restrictions). Particular attention should be given to projects that will involve a change in use. The grantee shall obtain all necessary local,



state, federal and utility companies' approvals and any special permits, variances or waivers that may be required.

## **8. WAGE RATES**

- a. As per C.G.S. Sec. 31-53, municipal grantees shall pay prevailing wages rates on a Public Works Contract. Under current law, the state or political subdivision must award the construction contract and be a party to the construction contract and not a mere grantor of funds for the project to require prevailing wage rates.
- b. The provisions of C.G.S. Sec. 31-53 do not apply when the total project cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than \$1,000,000 or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than \$100,000.
- c. As per C.G.S. Sec. 31-53c, any business organizations, also known as the Applicant that receives DECD financial assistance totaling one million dollars or more, shall pay prevailing wages rates for any construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair contracts entered into.

A business organization is considered any sole proprietorship, partnership, corporation, limited-liability-company, association, firm or other form of business or legal entity.

When prevailing wage requirements are triggered for business projects, general contractors, subcontractors, and/or construction managers will be required to submit monthly certified payroll records to the DECD Funding Recipient (for-profit or non-profit clients) that contain among other items, a signed statement from the employer that (a) the records are correct, (b) the employer met the prevailing wage law's requirements, and (c) the employer understands the penalties for knowingly filing false payroll records. The DECD Funding Recipient shall keep records satisfactory to DECD and hold DECD harmless in any disputes regarding Conn. Gen. Stat. Sec. 31-53c.

Please refer to <http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm> for further guidance.

- d. When Prevailing Wage Rates are required, the construction contract shall contain the following provision:

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53, shall be at a rate equal to the rate customary or prevailing for the same

work in the same trade or occupation in the town in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.”

- e. The State Department of Labor's Wage and Workplace Standards Division (860-754-5186 or at [matthew.ferri@ct.gov](mailto:matthew.ferri@ct.gov)) will assist in determining the prevailing wage rate.
- f. Where federal funds are involved, Davis-Bacon Act rates may apply. Consult funding source.

## **9. CHRO REQUIREMENTS**

- a. The grantees and their contractors will need to comply with Sections 4a-60, 4-60a, 4a-60g, 46a-56, 46a-68b, 46a-68c, 46a-68d, 46a-68e and 46a-68f of the Connecticut General Statutes (C.G.S.) and Sections 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies. The above statutes and regulations require the grantee to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” on projects. Consult your Project Manager for assistance.
- b. All bidders must complete, sign, and return the “CHRO Contract Compliance Regulations Notification to Bidders” form to the grantee at the time of bid opening. Bids not including this form should be considered incomplete and rejected. This form is attached, and can also be found at:  
<http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>
- c. For municipal public works contracts valued at over \$50,000, state law requires the contractor, general contractor, or construction manager at risk to set a goal of twenty-five per cent (25%) of the state-funded portion of the contract for award to eligible subcontractors holding current small business enterprise (SBE) certification from the DAS under the provisions of C.G.S. 4a-60g. Of the portion of contracts set aside for SBE’s, a goal of twenty-five percent (25%) (or 6.25% of the value of the entire contract funded by the state) must be set aside for awards to eligible contractors holding current minority business enterprise certification (i.e.: DAS certified Minority (“MBE”), Women (“WBE”) and/or Disabled (“DisBE”) owned businesses). The contractor, general contractor, construction manager at risk must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.
- d. For any municipal public works projects receiving between \$50,000 and \$500,000 in state funding, an Affirmative Action Plan or Set Aside plan must be filed with the Commission on Human Rights and Opportunities (CHRO) *within 30 days following the contract award notice* (Note: Please contact the

Contract Compliance Unit at 860-541-4709 to determine which plan is required).

- e. For any municipal public works projects receiving over \$500,000.00 in state funding, regardless of the size of the contractor's workforce, an Affirmative Action Plan or Set Aside plan must be filed *within 30 days following the intent to award notice and must be approved by the CHRO prior to the award of the construction contract*. The municipality will need to contact CHRO if they choose to award the construction contract without an approved plan in place. The grantee will then need to retain 2% per month of the total contract value until the contractor has submitted an approved affirmative action plan to CHRO and CHRO has granted approval. (Note: Please contact the Contract Compliance Unit at 860 541-4709 to determine which plan is required).
- f. Federal Financing (EDA, UD, CDBG, etc.) carries its own Minority/Women's contracting requirements. The DECD grantee must comply. The granting sources will provide instructions.
- g. Please refer to pages 20-30 of this document which provide the grantee with the CHRO Contract Compliance Regulation Notification to Bidders Form, CHRO Bid Advertisement Language, Sample Municipal Checklist for CHRO Compliance, CHRO Notification of Contract Award, and Bidder Notification Letter Sample for Municipal Public Works Projects over \$500,000.

#### **10. DAS PREQUALIFICATION OF BIDDERS**

- a. Municipal contracts for the construction or renovation of a public works project, where the estimated value is \$500,000 or greater, will need to comply with C.G.S. Sec. 4b-91. In such cases the contractors must be pre-qualified by the State of Connecticut Department of Administrative Services (DAS). When applicable, this requirement will need to be included in the Invitation to Bid as a prerequisite for selecting the Lowest Responsible and Qualified Bidder.
- b. "Prequalification" means prequalification issued by DAS to bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality.
- c. It is permissible to use AIA form A305, Contractor's Qualification
  - i. Statement, as a prerequisite to bidding, provided prequalification
  - ii. Does not prevent minority/women owned firms from bidding.
  - iii. Consult your architect.

#### **11. BID PACKAGE SUBMISSION REQUIREMENTS:**

- a. All construction plans, specifications, and instructions to bidders must be prepared by a licensed professional engineer or architect.
- b. A draft bid package, including plans and specifications must be submitted to the Department of Economic and Community Development (DECD) for

review not less than two weeks prior to advertisement. The project design professional should submit a project cost estimate as part of the package.

- c. Where applicable, CONNDOT Form 816 (Specifications for Roads, Bridges, and Incidental Construction) is a suitable substitute for construction and materials specifications.
- d. The Bid Package must include the attached document “CHRO Contract Compliance Regulations Notification to Bidders” form.
- e. The Bid Package should clearly state the terms and conditions for bidding the project including the submission of the “CHRO Contract Compliance Regulations Notification to Bidders” form. Bids not including this form should be considered incomplete and rejected.

## **12. BIDDING, CONTRACTING & CONSTRUCTION REQUIREMENTS FOR STATE PROGRAMS AT \$250,000 OR LESS**

- a. Unless notified by DECD, for projects with a total project cost of \$250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. Unless specifically waived by DECD, the grantee’s design professional must have the proper professional credentials, i.e. professional engineer or registered architect. It will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project. The grantee will be required to provide the DECD with the following signed certification documents before the Assistance Agreement Contract between the DECD and the grantee is executed:
- b. Construction Bid Package, Drawings, and Specifications Compliance Certification (page 30)
- c. Construction Monitoring & Close-out Compliance Certification (page 31)

## **13. MATERIAL AND SERVICES**

- a. Many State Department of Administrative Services (DAS) service contracts are available to municipalities and 501(c) Non-Profits for use at the following site:
  - [http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=1](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=1)
- b. If this method is utilized, the DECD grantee must provide the DECD with the DAS Contract number and the latest pricing within the service contract demonstrating that they select the lowest priced contractor. If the lowest priced contractor is unavailable, then the next lowest priced contracted should be contacted.
- c. In cases where the total estimated material cost is below \$25,000, fax, email or letter solicitation for prices is acceptable. However, the DECD grantee must solicit at least three quotations for material.

- d. Individual physical development contracts under \$10,000 in value shall not be subject to competitive bid requirements.

#### **14. ADVERTISING YOUR PROJECT**

The DECD grantee is responsible for notifying the DECD of the Bid Opening date, time, and location as soon as it is determined.

In cases where the total project cost is below \$100,000, bids may be solicited by letter, fax or email. However, the DECD grantee must solicit at least three quotations for such project.

##### **Municipalities**

- a. Municipalities are required to post the Invitation to Bidders on the State Contracting Portal for a minimum of 5 business days. The DAS Contracting Portal, where municipalities can post an Invitation to Bidders, is located at <http://das.ct.gov/Portal>
- b. Municipalities can also run a notice in the Public Notices section of one newspaper with broad circulation such as the Hartford Courant, Waterbury Republican, Bridgeport Post, New Haven Register, Norwich Bulletin, The News-Times or the Stamford Advocate. This notice must run for at least two (2) days.
- c. For Municipal Public Works Contracts, please refer to page 21 regarding the CHRO set-aside requirements bid notice language that must be included in the bid notice (DAS Contracting Portal and Print Media).
- d. The Invitation to Bidders must end with the following statement:

“An Affirmative Action/Equal Opportunity Employer.  
Minority/Women's Business Enterprises are encouraged to apply.  
This contract is subject to state set-aside and contract compliance requirements.”

##### **Private Non-Profit Projects**

- a. 501(c) Non-Profits are required to run a notice in the Public Notices section of one newspaper with broad circulation such as the Hartford Courant, Waterbury Republican, Bridgeport Post, New Haven Register, Norwich Bulletin, or the Stamford Advocate. This notice must run for at least two (2) days. The ad must end with the following statement:

“An Affirmative Action/Equal Opportunity Employer.  
Minority/Women's Business Enterprises are encouraged to apply.”

- b. DECD recommends but does not require the applicant also run a notice in the Public Notices section of a local newspaper. Trade media may also be used for placing project notices. Examples of such media are below.
- c. F.W. Dodge Reports (1-800-393-6343); or [www.dodge.construction.com](http://www.dodge.construction.com)

- d. New England Construction News/CDC News (888-281-5593), or [www.cdcnews.com](http://www.cdcnews.com)
- e. The Blue Book [www.thebluebook.com](http://www.thebluebook.com)

#### **15. BONDS/CERTIFIED CHECKS**

- a. DECD Grantees must require bid bonds (5% minimum) for contracts exceeding \$50,000 or subcontracts exceeding \$50,000 (C.G.S. 49-41).
- b. DECD Grantees must require a Performance Bond for contracts exceeding \$25,000 or a subcontract exceeding \$50,000 (C.G.S. 49-41).
- c. DECD Grantees must require a Labor & Material Payment Bond for contracts exceeding \$100,000.
- d. If a construction manager is employed, each subcontract exceeding \$100,000 shall be bonded or a certified check required.

#### **16. LIQUADATED DAMAGES**

- a. For Major Construction/Renovation Projects, the DECD Grantee shall provide an anticipated construction duration period (# of days) within the project manual that will be used in the bid package.
- b. As a prerequisite to executing a construction contract with the “Lowest Responsible and Qualified Bidder”, the Contractor shall agree on the substantial completion date in accordance with the plans, project manual, and other contract documents, taking into consideration average weather conditions, availability of labor delivery of materials and equipment.
- c. 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 for each and every calendar day that the Contractor shall be in default of the project work.
- d. Damages due to Contractor’s delay are difficult to determine and accurately specify so the Owner shall determine the most accurate amount of liquated damages for the project subject to DECD concurrence prior to bidding.

#### **17. INSURANCE**

- a. The project’s Assistance Agreement between the DECD and the Grantee should be followed for insurance requirements.
- b. Contractor's Certificate of Insurance shall be required. The grantee is responsible for insuring that the levels are adequate.
- c. State of Connecticut shall be listed as additionally insured under the following coverages:

1. Commercial General Liability - \$1M per occurrence
  2. General Aggregate - \$2M
  3. Umbrella Liability – If it is provided to the grantee.
- d. Builder’s Risk Insurance, when applicable, should be obtained either through the general contractor or construction manager. A copy of the Builder’s Risk Certificate should be provided to DECD with the State of Connecticut listed as A.T.I.M.A.
- e. The “Hold Harmless” Indemnification endorsement of the insurance shall include the interest of the municipality and the State of Connecticut. The Contractor and Subcontractors and other interests shall be so named.

## **18. SELECTING THE GENERAL CONTRACTOR**

- a. Lowest Responsible and Qualified Bidder: As used in this section, “lowest responsible and qualified bidder” means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work. Should the grantee reject the lowest bidder as not responsible and/or not qualified, the grantee shall immediately notify DECD of the reasons for the rejection and request DECD concurrence. The Commissioner of DECD shall at his/her discretion either approve or deny the grantee’s rejection. The grantee agrees to hold DECD harmless from any and all claims by rejected bidders.
- b. Competitive Bidding - Contracts greater than \$100,000 for DECD–sponsored projects: The grantee will give full opportunity for free, open and competitive bidding for each contract calling for installation, construction, reconstruction, demolition, removal, site improvement work or other similar work. The grantee will ensure the advertisement or call for bids for each such contract and will provide adequate competition. The award of such contract, when made, will be made by the grantee as soon as practicable to the lowest responsible and qualified bidder.
- c. In the event that the grantee does not believe the lowest bidder, as defined in “a” above, to be responsible and qualified, the grantee will notify DECD requesting their concurrence in its choice before executing the general contract. In the event that there are less than three bidders, the grantee shall inform the department and request instructions.
- d. The applicant must notify DECD before the contract is executed.

## **19. DOCUMENTS TO BE FORWARDED TO DECD AT COMPLETION OF BIDDING:**

- a. Completed bid tabulation and a complete copy of the three lowest responsive bids.
- b. Signed and completed copies of the "CHRO Contract Compliance Regulations Notification to Bidders” form from the three lowest responsive bids.

- c. Copies of the bid bonds/certified checks from the three lowest responsive bidders.
- d. A copy of advertisements via the DAS Contracting Portal or Public Notice soliciting bids and/or publisher's affidavit from newspapers.
- e. A final copy of bid addendums (if any).
- f. Project design professional's letter of recommendation and grantee's letter of award for acceptance of the lowest responsible bidder.

**20. DOCUMENTS TO BE FORWARDED TO DECD ONCE THE GENERAL CONTRACT HAS BEEN EXECUTED**

- a. One copy of executed contract and grantee's authority to execute (Board Resolution, etc.)
- b. Notice to Proceed
- c. Copy of Performance Bond, Labor and Material Payment Bond, and Power of Attorney for Surety (unless under \$100,000).
- d. Certificate of Insurance from general contractor covering liability and workers' compensation and builder's risk.

**21. CONTRACTOR PAYMENT APPLICATIONS, RETAINAGE, AND CHANGE ORDERS**

- a. Change Orders: DECD does not approve or disapprove change orders. The department reserves the right to review each change order, and advise the grantee as to its appropriateness. If the change order is within the scope of the work approved by the Bond Commission, and funding is available (DECD will not request additional funds) the grantee may approve change orders. DECD reserves the right to determine the state funding eligibility of each change order. The contractor must contact CHRO to determine if additional reporting to CHRO is required in connection with the change orders (e.g.: if there is a change in subcontractor(s), if there is an increase or decrease to the contract value).
- b. Vendor Payments: DECD does not approve or disapprove payments to Contractors. Copies of each approved Payment Application shall be sent to the department.
- c. Retainage: No construction contract may provide for any retainage in an amount that exceeds five percent (5%) of the estimated amount of a progress payment for the life of the construction project. If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage



cannot be paid until 91 days after the date on the Certificate of Substantial Completion.

**22. THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO THE DEC D CONSTRUCTION SPECIALIST DURING THE CONSTRUCTION PHASE OF THE PROJECT:**

1. Copy of the contractor's approved schedule of values.
2. Copy of the contractor's construction schedule. Any adjustments to the schedule throughout construction must be submitted to DEC D.
3. Approved monthly requisitions. Back up materials may be requested.
4. Job meeting minutes.
5. Approved change orders. Back up materials may be requested.
6. Copies of correspondence between Owner, Architect and/or Contractor.

**23. THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO THE DEC D CONSTRUCTION SPECIALIST OR THE PROJECT MANAGER AT THE COMPLETION OF THE PROJECT:**

1. Certificate of occupancy (where applicable)
2. Record documents (As Built Drawings in PDF Format)
3. Certificate of Substantial Completion (AIA form G704)
4. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
5. Contractor's Affidavit of Release of Liens (AIA form G706A)
6. Subcontractors and Suppliers Release or Waiver of Liens.
7. Consent of Surety Company to Final Payment (AIA G707)
8. All of the Contractor's Application and Certificate for Payments (AIA form G702, and continuation sheet G703).
9. Proof of completion of remediation (where applicable, and decided by PM and Environmental Analyst)
  - DEEP Verification Report;
  - Environmental Land Use Restriction (ELUR);
  - DEEP Audit; and/or
  - Other documentation approved by DEEP.

## **24. CONSTRUCTION MONITORING PROCEDURES**

Construction Monitoring covers the development phases of projects from pre-bid activities through construction contract administration to final construction closeout. Functions include oversight of bidding, bid tabulation and recommendation of the lowest responsible bidder, coordination with pre and post bid meetings, review of construction contract documents, review of payment requisitions, change orders, shop drawings as well as construction inspection.

The DECD Construction Specialist is the department's technical support regarding the management and administration of construction projects funded by the State of Connecticut. It will be the responsibility of the grantee to submit the documents listed below, when applicable, to DECD. Electronic submissions are preferred. In addition to electronic submissions, hard copies of certain documents may also be requested.

DECD will determine the extent of state monitoring, oversight and technical assistance for sponsored projects based on factors including estimated total project cost, project complexity and capacity of the applicant. DECD will notify the applicant of monitoring requirements prior to the closing of the state assistance agreement.

Unless notified by DECD, for projects with a total project cost of \$250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. Unless specifically waived by DECD, the grantee's design professional must have the proper professional credentials, i.e. professional engineer or registered architect. It will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project. The grantee will be required to provide the DECD with the following signed certification documents once the bid package has been prepared and once the construction contract has been executed:

1. Construction Bid Package, Drawings, and Specifications Compliance Certification (page 31)
2. Construction Monitoring & Close-out Compliance Certification (page 32)

## **25. Construction Oversight and Technical Assistance:**


Construction monitoring by OCP Construction Specialists, applicable to all programs, includes:

- Provide technical assistance involving various projects and programs with other offices within DECD.
- Work with Local, State and/or Federal officials during the development phase of a project.
- Conduct site investigations for feasibility of development.
- Review budgets and cost estimates as they relate to construction costs.
- Review plans and specifications for conformance to Agency requirements prior to bidding.
- Assist Developer/Sponsor during the bidding period.
- Review bid documents, bid advertisements, bid instructions and bidding requirements
- Attend and oversee pre-bid inspections, bid openings, construction contract briefings, and construction contract execution meetings.
- Review construction bids, bid bonds, and contractor selection.
- Compliance review of executed construction contract documents received; review contracts, bonds, schedule of values and insurance certificates between Sponsor and General Contractor
- Construction Oversight and Technical Assistance: Monitor progress of work during construction for compliance with agency, state & federal requirements and procedures, (labor and safety standards, wage standards, etc.)
- Conduct periodic inspections of the project construction activities.
- Review the following: construction meeting minutes, proposal requests, change orders; costs, review requisitions and construction periodical payments for work completed; architect's supplemental instructions and directives; and correspondence.
- Review and process payment applications for disbursement of state funds.
- Review materials and products being used in the construction.
- Participate in the final inspection of the construction contract to ensure that the completed work is satisfactory. Review construction contract certificate of completion.
- Review construction closeout procedures with sponsor prior to acceptance of a project.
- Review construction closeout documentation prior to acceptance of a project, including certificates of occupancy and record documents. Certificates of substantial completion, affidavits of payments of debts, releases of liens, lien waivers, final applications and certificates for payment must also be reviewed.

**26. ATTACHMENTS**

- a. State Seal, DECD Logo, and State Sign Template (pages 19-20)
- b. CHRO Contract Compliance Regulations Notification to Bidders Form & CHRO Bid Language. (pages 21-31)
- c. Construction Compliance Certification Forms (pages 32-33)

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
PROJECT SIGN**

4'-0"	8'-0"	
	<div><div>NAME OF THE PROJECT</div><div>Connecticut</div><div>NAME OF THE SPONSOR/DEVELOPER</div><div>Constructed in cooperation with the</div><div>STATE OF CONNECTICUT</div><div>NED LAMONT, GOVERNOR</div><div>Department of Economic and Community Development</div><div>David Lehman, Commissioner</div><div>and the</div><div>Name of Town/City</div><div>Name of Chief Elected Official and title</div><div>Name of Architect</div><div>Contractor</div><div>Name of General</div></div>	

**SIGN PANEL:** ¾" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

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

**TYPEFACE:** HELVETICA MEDIUM

**LOCATION:** SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

**TIMING:** INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

**STATE SEAL & DECD LOGO:** ATTACHED

**STATE SEAL**



**DECD LOGO**



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

(Revised 09/17/07)

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 ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

### PART I - Bidder Information

<p>Company Name Street Address City &amp; State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes__ 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__</p>
<p>Bidder Parent Company (If any)</p>	<p>- Bidder is certified as above by State of CT Yes__ No__</p>
<p>Other Locations in Ct. (If any)</p>	

### PART II - Bidder Nondiscrimination Policies and Procedures

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

### Part III - Bidder Subcontracting Practices

(Page 4)

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 Clenning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

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

## PART V - Bidder Hiring and Recruitment Practices

(Page 5)

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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 .....  
 .....  
 .....

### **BID ADVERTISEMENT LANGUAGE (for DAS Contracting Portal Bid Notice)**

This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

### **BID NOTICE LANGUAGE (for print media)**

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

### **BID LANGUAGE (for bid documents)**

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)

SAMPLE  
MUNICIPAL CHECKLIST FOR CHRO CONTRACT COMPLIANCE

- \_\_\_\_\_ POST THE BID NOTICE WITH CHRO LANGUAGE INCLUDED
- \_\_\_\_\_ PRE-BID MEETING (IF APPLICABLE)
- \_\_\_\_\_ PROVIDE BID DOCUMENTS WITH CHRO LANGUAGE INCLUDED  
(Notification to Bidders/Contract Compliance Monitoring Report included)
- \_\_\_\_\_ SCREEN BIDS
  - \_\_\_\_\_ CONFIRM CONTRACTOR HAS NON-DISCRIMINATION  
CERTIFICATE/AFFIDAVIT INCLUDED WITH BID DOCUMENTS
  - \_\_\_\_\_ CHECK WITH CT LAW JOURNAL TO ENSURE CONTRACTOR IS  
NOT DEBARRED
- \_\_\_\_\_ SELECT BIDDER
- \_\_\_\_\_ SEND NOTICE TO CHRO AND SELECTED BIDDER:
  - \_\_\_\_\_ \$50,000 TO \$499,999 CONTACT AWARD NOTICE
  - \_\_\_\_\_ \$500,000 AND ABOVE INTENT TO AWARD CONTRACT NOTICE
- \_\_\_\_\_ EXECUTE CONTRACT WITH CONTRACT COMPLIANCE AND SET-  
ASIDE LANGUAGE
  - \_\_\_\_\_ \$50,000 TO \$499,999 WHEN AWARDED
  - \_\_\_\_\_ \$500,000 AND ABOVE ONLY WHEN:
    - \_\_\_\_\_ CONTRACTOR HAS SUBMITTED AN APPROVED  
AFFIRMATIVE ACTION PLAN TO CHRO
    - \_\_\_\_\_ REQUESTED APPROVAL FROM CHRO TO AWARD  
CONTRACT AND RETAIN 2% PER MONTH OF THE TOTAL  
CONTRACT VALUE UNTIL CONTRACTOR HAS  
SUBMITTED AN APPROVED AFFIRMATIVE ACTION PLAN  
TO CHRO AND CHRO HAS GRANTED APPROVAL.
- \_\_\_\_\_ ENSURE A COPY OF A LETTER OF TRANSMITTAL FROM THE  
CONTRACTOR WAS RECEIVED CONFIRMING AN AFFIRMATIVE  
ACTION PLAN WAS FILED WITH CHRO

TO: Contract Compliance Unit  
Commission on Human Rights and Opportunities  
CHRO Form CC052

FROM: [Click here to enter text.](#)

DATE: [Click here to enter a date.](#)

SUBJECT: Notification of Contract Award

As required by Connecticut Contract Compliance Regulations Sec. 46a-68-31  
this is to notify the Commission that the following contract has been awarded.

CONTRACT NUMBER: [Click here to enter text.](#)

PROJECT NAME: [Click here to enter text.](#)

PROJECT LOCATION: [Click here to enter text.](#)

DURATION OF CONTRACT: [Click here to enter text.](#)

DOLLAR VALUE OF CONTRACT: [Click here to enter text.](#)

SET-ASIDE VALUE: SBE [Click here.%](#) [Click here.\\$](#)

MBE [Click here.%](#) [Click here.\\$](#)

THIS IS A PUBLIC WORKS CONTRACT ☐

THIS IS NOT A PUBLIC WORKS CONTRACT ☐

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#### CONTRACTOR INFORMATION

NAME OF CONTRACTOR: [Click here to enter text.](#)

MAIN OFFICE ADDRESS: [Click here to enter text.](#)  
[Click here to enter text.](#)

TELEPHONE NUMBER: [Click here to enter text.](#)

NUMBER OF EMPLOYEES: [Click here to enter text.](#)  
(If known)

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SUBCONTRACTOR INFORMATION: Please list any subcontractors who  
were listed by the Contractor for this project:  
[Click here to enter text.](#)

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WERE THE FOLLOWING FACTORS CONSIDERED IN THE SELECTION  
OF THIS CONTRACTOR?

1. The bidder's success in implementing an affirmative action plan:  
☐ Yes ☐ No ☐ Unknown
2. The bidder's success in developing an apprenticeship program complying  
with Sections 46a-68-1 to 46a-68-17, inclusive:  
☐ Yes ☐ No ☐ Unknown
3. The bidder's promise to develop and implement a successful affirmative  
action plan:  
☐ Yes ☐ No ☐ Unknown
4. The bidder's submission of EEO-1 data indicating that the composition of  
the workforce is at or near parity when compared to the racial and gender  
composition of the workforce in the relevant labor market area:  
☐ Yes ☐ No ☐ Unknown
5. The bidder's promise to set aside a portion of the contract for legitimate  
minority business enterprises:  
☐ Yes ☐ No ☐ Unknown

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AGENCY CONTACT PERSON

NAME: [Click here to enter text](#).

JOB TITLE: [Click here to enter text](#).

ADDRESS: [Click here to enter text](#).

TELEPHONE: [Click here to enter text](#).

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

XYZ Company  
Street address  
city/state

RE: Project number and name  
Project location  
Contract award amount  
SBE/MBE Set-Aside Requirement (choose one of three options)

**(Choose the provision that applies to the award, and delete the remaining two boxes)**

25% for SBE contractors of which 25% (or 6.25% of project total) for SMBE contractors	6.25% for contractors	SMBE	Contractor must document good faith effort to include MBE contractors
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Attn: company official

Date:

Subject: Affirmative Action Plan Requirements

Dear

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

A copy of your plan must be submitted to the Commission on Human Rights and Opportunities within 30 days of your receipt of this letter. The Commission will review your affirmative action plan as required by Sections 46a-68j-25 through 29 of the Administrative Regulations of Connecticut State Agencies within 60 days of submission. When the plan is approved, the



Commission will notify you and this agency so the contract can be awarded. Please send your affirmative action plan to:

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

Optional: You are also instructed to send a copy of the letter transmitting your plan to the Commission on Human Rights and Opportunities to:

Contract Awarding Agency Name  
(address etc.)

If you have any other questions concerning this matter, please contact the undersigned at (860) (phone #)

Sincerely,

Agency official

copy: Contract Compliance Unit, CHRO

C:aapnotltr

**BIDDING, CONTRACTING & CONSTRUCTION REQUIREMENTS FOR  
STATE PROGRAMS AT \$250,000 OR LESS**

**CONSTRUCTION BID PACKAGE, DRAWINGS AND SPECIFICATIONS  
COMPLIANCE CERTIFICATION**

GRANTEE: \_\_\_\_\_

PROJECT NAME AND MUNICIPALITY: \_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_, as the responsible grantee do hereby certify that the construction documents (Bid Package, Drawings & Specifications) shall be completed by a licensed professional engineer or architect for the above project and certify the following:

1. A complete copy of the Bid Package and Invitation to Bid shall be submitted to or reviewed by the Department of Economic & Community Development (DECD).
2. The Drawings and or Specifications for the above Project shall cover the scope of work, as identified in the DECD Financial Assistance Proposal.
3. The DECD Bidding, Contracting and Construction Guidelines for State Programs have been thoroughly reviewed by the grantee and/or qualified design professional.
4. The Bid Package shall be technically correct and complete and shall clearly show that all of the DECD terms and conditions for bidding the project shall be met.

Signed \_\_\_\_\_

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

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

CONSTRUCTION CONTRACT AND MONITORING  
COMPLIANCE CERTIFICATION

GRANTEE: \_\_\_\_\_

PROJECT NAME AND MUNICIPALITY: \_\_\_\_\_

I, \_\_\_\_\_, and as the responsible grantee do hereby certify that the bid results shall be reviewed by a licensed professional engineer or architect for the above project and certify the following:

1. The qualified design professional shall assess and tabulate all of the bids and shall make a recommendation to award the bid to the lowest responsible bidder whose bid shall be the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work.
2. The required bid result documentation shall be submitted to DECD at the completion of bidding before the grantee moves forward with executing the construction contract.
3. The lowest responsible bidders executed contract, grantee's authority to execute, and all other documentation required by the DECD once the general contract is executed shall be forwarded to the DECD before construction commences.
4. It shall be the responsibility of the grantee to provide construction oversight and inspection on the project by following all of the procedures and submitting all of the documentation indicated in the Construction Monitoring Procedures.

Signed \_\_\_\_\_

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

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_