

**TOWN OF MONTVILLE**

**Bid Interest Response**

FINANCE@MONTVILLE-CT.ORG

Project Name: Camp Oakdale Pavilion Foundation/Column Repair

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

Bid No.: 2023-07

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

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

\_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Project Manual and Specifications**

**BID #2023-07  
Camp Oakdale  
Pavilion Foundation/Column  
Repair**

**Town of Montville  
Connecticut**

**February 2023**

## TABLE OF CONTENTS

INVITATION TO BID

INFORMATION TO BIDDERS

BID PROPOSAL FORMS

1. Bid Form
2. Bid Bond
3. Proposed Subcontractors
4. Proposed Suppliers
5. Statement of Bidders Qualifications
6. Certificate as to Corporate Principal
7. Nondiscrimination in Employment
8. Non-Collusion Affidavit of Prime Bidder
9. Certification of Bidder Regarding Equal Employment Opportunity

AGREEMENT AND BOND FORMS

1. Agreement
2. Performance Bond
3. Payment Bond

GENERAL CONDITIONS

**TOWN OF MONTVILLE**  
**INVITATION FOR PROPOSALS**  
**BID #2023-07**

The Town of Montville is interested in receiving proposals for the construction of Camp Oakdale Pavilion Foundation/Column Repair. A copy of the plans and specifications is available at [www.montville-ct.org](http://www.montville-ct.org).

All proposals are due no later than Tuesday, March 28, 2023 at 10:00 AM and must be received at the Finance Office prior to the due date and time. A proposal must be delivered by regular or overnight mail to the Town of Montville, Finance Office, 310 Norwich/New London Turnpike, Uncasville, Connecticut 06382, with the proposal contained in a sealed envelope marked “**Camp Oakdale Pavilion Foundation/Column Repair**”. The proposal must be signed by a Company official. Proposals will be opened and read aloud in the Finance Office, and interested persons may attend the opening remotely under procedures that will be posted on the Town of Montville’s website.

In addition to other reservations and conditions contained in the proposal documents, the Town of Montville reserves the right to waive any technical defects in the proposals received; waive any formalities or irregularities; to reject any and all proposals for any reason, including that it or they do not conform to the terms and conditions described herein, as determined by the Town in its sole discretion; to accept or reject any part of any proposal received; to present and negotiate terms of a contract together or separately with any party submitting a proposal; to determine qualifications exclusively and finally; to request additional qualifications; and to select any proposal or part thereof based on any combination of factors, including the amount proposal, the time of completion, and the Town’s best interests. The Town further reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.

Director of Finance

## **INFORMATION TO BIDDERS**

INDEX TO INFORMATION TO BIDDERS

1. Receipt and Opening of Bids
2. Preparation of Bids
3. Telegraphic Modification
4. Corrections
5. Withdrawal of Bids
6. Qualifications of the Bidder
7. Obligations of the Bidder
8. Conditions of Work
9. Information Supplied to Bidders
10. Bid Security
11. Method of Award - Lowest Qualified Bidder
12. Execution of the Agreement
13. Liquidated Damages for Failure to Enter into Contract
14. Notice to Proceed
15. Time of Completion and Liquidated Damages
16. Power of Attorney
17. Addenda and Interpretations
18. Uncertainty of Quantities
19. Items Not Listed in the Bid
20. Balanced Bidding
21. Prices
22. Non-Discrimination
23. Employment of Labor
24. Laws and Regulations
25. Payment for Drawings and Specifications
26. Construction Schedule
27. Taxes
28. Non-Resident Contractors
29. Occupational Safety & Health Regulatory Compliance
30. Provisional Items

## ARTICLE 1 RECEIPT AND OPENING OF BIDS

Sealed bids are requested to be delivered to the Town of Montville, Connecticut at the Office of the Director of Finance, third floor, Montville Town Hall, 310 Norwich-New London Turnpike, Uncasville, CT until 10:00 A.M. local time on Tuesday, March 28, 2023, at which time they will be publicly opened and read aloud. All bids must be submitted in a sealed envelope bearing the bidder's name and bid name.

The envelopes containing the bids must be sealed and designated as **Camp Oakdale Pavilion Foundation/Column Repair.**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Conditional or qualified bids will not be accepted. Any bid received after the time and date specified shall not be considered. Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the Owner and the bidder.

The Town of Montville reserves the right to reject any or all bids and waive any informalities or irregularities in the bid procedure or bids.

The Town may hold the bids for a period not to exceed sixty (60) days from the date of the bid opening to review the bids and investigate the bidders' qualifications prior to awarding the contract.

## ARTICLE 2 PREPARATION OF BID

Each Bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. All bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Specifications and Drawings together with all Addenda thereto.

## ARTICLE 3 TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed and postmarked prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modifications so that the final prices or items will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modifications.

#### ARTICLE 4 CORRECTIONS

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

#### ARTICLE 5 WITHDRAWAL OF BIDS

Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for the opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for the opening of the bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

#### ARTICLE 6 QUALIFICATIONS OF THE BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

#### ARTICLE 7 OBLIGATIONS OF THE BIDDER

Bidders must satisfy themselves by personal examination at the site of the proposed work, by review of the Drawings and Specifications including Addenda, and by additional means as they may prefer, as to the actual conditions, requirements, and limits of the proposed work, and as to the accuracy of the information and statements herein contained, and the submission of any bid will be accepted by the Owner as satisfactory proof that the bidder has satisfied himself in these respects. The bidder shall not at any time after the submission of a bid dispute or complain of such statements or information, nor, assert that there was any misunderstanding in regard to the nature, or amount of work to be done. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder of his obligation to furnish all materials except those materials furnished by the Owner and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the considerations set forth in his bid, if his bid is accepted.

#### ARTICLE 8 CONDITIONS OF WORK

Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands, or with the work being performed by others. The Contractor must satisfy himself by his own investigation and research as to the nature and location of the work, the general and local conditions, including



but not restricted to those bearing upon the transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction and making of connections of the work to existing facilities and utilities, or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the work, requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities and utilities, and all other conditions affecting the work to be done and labor and materials needed.

#### ARTICLE 9 INFORMATION SUPPLIED TO BIDDERS

The Owner shall provide to bidders prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from any officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

#### ARTICLE 10 BID SECURITY

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner and from securities listed on the most recent IRS Circular 570, in the amount of 5 percent of the bid. Such checks or bid bonds will be returned to all but the three lowest bidders within five days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract; or if no award has been made within 60 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

#### ARTICLE 11 METHOD OF AWARD-LOWEST QUALIFIED BIDDER

If, at the time this Contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the Contract; the Contract will be awarded on the lowest base bid by a responsible bidder. If such bid exceeds such amount, the Owner expressly reserves the right to increase or decrease any class, item, or part of the work, and this reservation includes the omission of any such item, items, class, or part of the work as may be decided by the Owner at unit prices submitted by the bidder to bring the Contract within available funds; or the Owner may reject all bids. In determining the lowest qualified bidder the total price bid for the Basic Contract will be used.

The term "lowest responsible bidder" shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors prior to any work on the project.

#### ARTICLE 12 EXECUTION OF THE AGREEMENT

A Contract in the form set forth hereinafter will be required to be executed by the successful bidder and the Owner. The attention of all bidders, therefore, is called to the form of the Agreement and the provisions thereof. The party to whom the Contract is awarded will be required to obtain the performance bond and payment bond and insurance certificates within ten (10) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. The Contractor shall furnish a performance bond and a payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the Owner, as security for faithful performance of the Contract.

The Bidder, ten (10) days after notification of award shall have three (3) copies of the Performance Bond, Payment bond, Insurance Certificates, Save harmless endorsement and Agreement ready for a contract signing with the Owner at the Owner's place of business, at which time a pre-construction conference shall be held.

#### ARTICLE 13 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 5 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal the surety deposited with his bid.

#### ARTICLE 14 NOTICE TO PROCEED

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor.

#### ARTICLE 15 TIME OF COMPLETION AND LIQUIDATED DAMAGES

##### Time Completion

The bidder must agree to commence work on or before the date specified in the written Notice to Proceed of the Owner and to fully complete the total project within **45** consecutive calendar days thereafter.

### Liquidated Damages

In addition to the above liquidated damages, the bidder must agree also to pay as liquidated damages, the sum of \$750.00 for each consecutive calendar day thereafter, as hereinafter provided in the Contract and General Conditions.

### ARTICLE 16 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

### ARTICLE 17 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to: CLA Engineers, Inc., 317 Main Street, Norwich, CT 06360. In order to be given consideration, such request must be made at least 5 days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be distributed to all prospective bidders, not later than three (3) days prior to the date fixed for the opening of bids in any one of the following methods:

1. Mailed by certified mail with return receipt requested; or
2. Faxed
3. Emailed
4. Posted on the Town of Montville website: <http://www.townofmontville.org/>

All Addenda so issued shall become a part of the Contract Documents.

### ARTICLE 18 UNCERTAINTY OF QUANTITIES

The quantities listed in the bid (proposal) are approximate and are given only for use in comparing bids and to indicate approximately the total amount of the Contract; and the Owner does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, but does call particular attention to the uncertainty of the quantities of the work involved which cannot be predicted in advance. The work under certain items may be materially greater or less than that given in the bid, as may be necessary in the judgment of the Owner to complete the work contemplated in the Contract.

Under the Contract, the Owner reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items as listed in the bid.

Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

#### ARTICLE 19 ITEMS NOT LISTED IN THE BID

Appurtenant items of work shown on the Drawings or specified or required to complete the work but not listed separately under the list of items in the bid shall be included in the cost of payment under the various applicable bid items of work and no separate payment will be made for such items. It shall be the responsibility of the Contractor to verify any missing or incomplete items.

#### ARTICLE 20 BALANCED BIDDING

Minus bidding on any item or items of the Specifications is prohibited. Bids should be made on each separate item of work shown in the bid (Proposal) with reasonable relation to the probable cost of doing the work included in such item and the right is reserved to reject wholly any bid in case any item or items thereof are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain portions of the work are increased or decreased as provided in the Contract Documents.

#### ARTICLE 21 PRICES

Bidders shall state the proposed price for the work by which the bids will be compared. This price is to cover all the expenses incidental to the completion of the work in full conformity with the Contract, the Specifications, and the Drawings. The price or prices proposed shall be stated both in words and in figures, and any bid not so stated shall be rejected.

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the unit prices written in words and the unit prices written in figures, the unit prices written in words shall govern. No bid will be accepted which does not contain a unit or lump sum price for every item contained in the bid form.

#### ARTICLE 22 NONDISCRIMINATION

The Contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as relate to the provisions of this section.

## ARTICLE 23 EMPLOYMENT OF LABOR

The wages paid to mechanics, laborers or workmen employed upon the work herein contracted to be done shall be at a rate equal to the rate of wages prevailing for the same work in the same trade or occupation in the Montville area as determined by the labor Commissioner of the State of Connecticut. See Section 31.53 of the General Statutes of the State of Connecticut, Revision of 195S, as amended.

Public Act 79-325 passed by the 1979 Legislature covers exemptions from Section 31.53 of the General Statutes. Under the new exemptions, effective October 1985, the regulations that the prevailing wage must be paid for work performed by contractors and subcontractors in connection with work on public facilities will not apply:

To public work alterations, repair, refinishing projects with total cost of less than \$100,000.

To public works new construction with a total cost of less than \$1,000,000.

**All Bidders are informed that the project is considered an alteration/refinishing construction.**

All Bidders are advised to inform themselves and to comply with the requirements of Federal, State and local laws governing the employment of labor.

The Contractor shall provide certified payroll sheets to the Owner which includes all employees involved with the project for each payroll period during the course of the project.

The contractor will also be required to provide certified payrolls on a weekly basis to the Owner.

## ARTICLE 24 LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws and municipal ordinances for the construction, reconstruction, alteration, remodeling, repair or demolition of public works and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

## ARTICLE 25 PAYMENT FOR DRAWINGS AND SPECIFICATIONS

See Advertisement for Bids

## ARTICLE 26 CONSTRUCTION SCHEDULE

Prior to start of work the Contractor will be required to submit a construction schedule showing the order in which he proposes to carry on the work, including dates at which he will start and finish various parts of the work conforming to major divisions of the specifications.

## ARTICLE 27 TAXES

The Town of Montville is considered exempt from the payment of Federal excise taxes, Connecticut Sales Taxes, etc. and such taxes shall be identified separately or excluded from the bid prices.

## ARTICLE 28 NON-RESIDENT CONTRACTORS

Connecticut General Statute §12-430(7) requires that:

When a non-resident contractor enters into a contract they must post a 5% cash or guarantee bond for the total amount with the Commissioner of Revenue Services;

**or**

Any person dealing with a non-resident contractor without first obtaining a certificate of compliance must deduct 5% from the amount payable to the non-resident contractor and submit it to the state.

If the requirements are not met, the general contractor will be liable for all Connecticut taxes imposed.

All questions shall be directed to the State of Connecticut Department of Revenue Services Discovery Unit at 860-541-3280.

## ARTICLE 29 OCCUPATIONAL SAFETY & HEALTH REGULATORY COMPLIANCE

Successful bidders must demonstrate compliance with the applicable safety and health acts as outlined in the Supplemental Information for Bidders.

## ARTICLE 30 PROVISIONAL ITEMS

Provisional items are delineated in the bid form. Quantities for provisional items may or may not be used in whole or in part at the discretion of the Owner. This shall in no way affect the established contract unit prices. All bid unit prices for provisional items shall be added to establish the total bid amount.

**PROPOSAL FORMS**

BID FORM

TOWN OF MONTVILLE  
CAMP OAKDALE PAVILION FOUNDATION/COLUMN REPAIR

TO: Dept. of Finance  
Town of Montville  
310 Norwich-New London Tpk.  
Montville, Connecticut 06382

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned, having familiarized (himself, itself, themselves) with the existing conditions on the Project Site affecting the cost of the work, and with the Contract Documents for the CAMP OAKDALE PAVILION FOUNDATION/COLUMN REPAIR hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, materials not supplied by the Owner, and anything else necessary, including utility and transportation services required to perform and complete this Contract, all in accordance with the Contract Documents, at and for the unit prices for work in place for the following work items.

The quantity of the units shown below is given for the purpose of determining the Award. The Owner reserves the right to increase or decrease these quantities. Payment to the Contractor will be based on completed measured quantities of these work items.

**Prices are to be written in both words and figures. In case of discrepancy, the price shown in words will govern.**

**BASE BID**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
1.	Foundation/Column Repair	1	L.S.	_____

AMOUNT IN WORDS: \_\_\_\_\_

2.	Beam Reinforcement	1	L.S.	_____
----	--------------------	---	------	-------

AMOUNT IN WORDS: \_\_\_\_\_

**TOTAL BID PRICE:** \_\_\_\_\_

**TOTAL BID PRICE IN WORDS:** \_\_\_\_\_



The low bid will be determined by either of the following:

This contract is to be awarded to that responsible Bidder whose total bid is the lowest number of dollars for the above items.

If the Contractor should choose to employ manufacturers or suppliers other than those listed on the drawings and specifications, he shall submit a list of said suppliers as part of this proposal. If no list is included in the proposal, it shall be concluded by the Town that the Contractor will use only those suppliers listed on the drawings. An "or equal" supplier shall be included on the submitted list.

Wherever in the plans and specifications, an item of equipment or material is designated by reference to a particular brand, manufacturer or trade name, it is understood that an equal product may be substituted by the bidder or Contractor, under the conditions as stated above.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Municipality and to fully complete the project within **30** consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages, the sum of \$750.00 for each consecutive calendar day thereafter.

The undersigned has checked carefully all the above figures and understands that the OWNER will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The Bidder acknowledges the receipt of the following Addenda;

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Enclosed is the Bidder's Bond, Certified Check or Cashier's Check No. \_\_\_\_\_ in the amount of five (5%) of the Bid.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted:

By \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

(SEAL - if bid is by a corporation)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_

\_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_  
as SURETY are held and firmly bound unto the Town of Montville hereinafter called the  
"OWNER", in the penal sum of Five Percent of Total Bid Dollars, (\$5% of Total Bid) lawful  
money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted  
the Accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_, for

\_\_\_\_\_  
CAMP OAKDALE PAVILION FOUNDATION/COLUMN REPAIR  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified  
therein after the opening of the same, or, if no period be specified, within ninety (90) days after  
the said opening, and shall within the period specified therefor, or if no period be specified,  
within ten (10) days after the prescribed forms are presented to him for signature, enter into a  
written Contract with the Owner in accordance with the Bid, as accepted, and give bond with  
good and sufficient surety or sureties, as may be required, for the faithful performance and  
proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the  
period specified, or the failure to enter into such Contract and give such bond within the time  
specified, the Principal shall pay the Owner the difference between the amount specified in said  
Bid and the Amount for which the Owner may procure the required work or supplies or both, if  
the latter be in excess of the former, then the above obligation shall be void and of no effect,  
otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

(Individual Principal)

(SEAL)

(Partnership)

(Business Address)

(SEAL)

(Business Address)

Attest:

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

\_\_\_\_\_

(Corporate Principal)

(Business Address)

Affix

By: \_\_\_\_\_  
Corporate Seal

\_\_\_\_\_

Attest:

\_\_\_\_\_

(Corporate Surety)

By: \_\_\_\_\_  
Affix  
Corporate Seal

Countersigned

by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_

(Power-of-Attorney for person signing for surety company must be attached to bond.)



PROPOSED SUBCONTRACTORS

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT HE PROPOSES TO USE. ATTACH ADDITIONAL SHEETS IF NEEDED.

If none, write "None" \_\_\_\_\_

---

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

---

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

---

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

---

\*Insert description of work and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Bidder \_\_\_\_\_  
(Fill in Name)

By \_\_\_\_\_  
(Signature and Title)

PROPOSED SUPPLIERS

THE BIDDER SHALL STATE THE NAMES OF PROPOSED MATERIAL SUPPLIERS FOR THE PROJECT. ATTACH ADDITIONAL SHEETS IF NEEDED.

If none, write "None" \_\_\_\_\_

---

\*Description of Material \_\_\_\_\_

Proposed Supplier, Name \_\_\_\_\_

Address \_\_\_\_\_

---

\*Description of Material \_\_\_\_\_

Proposed Supplier, Name \_\_\_\_\_

Address \_\_\_\_\_

---

\*Description of Material \_\_\_\_\_

Proposed Supplier, Name \_\_\_\_\_

Address \_\_\_\_\_

---

\*Insert description of work and suppliers names as may be required.

This is to certify that all names of the above-mentioned suppliers are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed suppliers have any conflict of interest as respects this contract.

Bidder \_\_\_\_\_  
(Fill in Name)

By \_\_\_\_\_  
(Signature and Title)

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under Your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates of completion.
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization including the officers.
14. Will you, upon request, fill out a confidential detailed financial statement and furnish any other information that may be required by the OWNER?





CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was his duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal)

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





## **AGREEMENT AND BOND FORMS**

AGREEMENT

THIS AGREEMENT, made this \_\_\_ th day of \_\_\_\_\_, by and between the Town of Montville, hereinafter called "OWNER" and \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

doing business as (an individual) or (a corporation) hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned;

1. The CONTRACTOR will commence and complete the **Camp Oakdale Pavilion Foundation/Column Repair**.
2. The CONTRACTOR will furnish all of the material not supplied by Owner, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS WITHIN 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within **30** consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the amount of \$ \_\_\_\_\_ as shown in the Bid schedule.
5. The CONTRACTOR agrees the sum of 5% of progress pay estimates will be retained until final acceptance of the PROJECT further the sum of 2% of the total PROJECT will be retained for a period of ninety days from final acceptance of the work.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
  - Invitation to Bid
  - Information to Bidders
  - Bid Proposal
  - Bid Bond
  - Proposed Subcontractors
  - Statement of Experience
  - Qualification Statement
  - Contract Agreement
  - Form of Payment Bond
  - Form of Performance Bond
  - General Conditions
  - Special Conditions

- Technical Specifications
- Drawings prepared by CLA Engineers, Inc.
- Specifications prepared by CLA Engineers, Inc.
- Addenda:
  - No. \_\_\_\_\_, dated \_\_\_\_\_
  - No. \_\_\_\_\_, dated \_\_\_\_\_
  - No. \_\_\_\_\_, dated \_\_\_\_\_
  - No. \_\_\_\_\_, dated \_\_\_\_\_

7. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
  
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3 copies) each which shall be deemed an original on the date first above written.

OWNER: \_\_\_\_\_

CORPORATE SEAL:

BY \_\_\_\_\_  
 (Title)

ATTEST \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CORPORATE SEAL:

BY \_\_\_\_\_  
 (Title)

ATTEST \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership, or Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

of, \_\_\_\_\_ State of \_\_\_\_\_ hereinafter called the

"Surety", are held and firmly bound unto The Town Of Montville, hereinafter  
(Owner)

called "Owner", in the penal sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) in lawful money of the United States, for the payment made, we  
bind ourselves, and successors, jointly presents of which sum well and truly to be our heirs,  
executors, administrators and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered  
into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_, a copy  
of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_ Camp Oakdale Pavilion Foundation/Column Repair \_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,  
all the undertakings, covenants, terms, conditions, and agreements of said contract during the  
original term thereof, and any extensions thereof which may be granted by the Owner, with or  
without notice to the Surety, and if he shall satisfy all claims and demands incurred under such  
contract, and shall fully indemnify and save harmless the Owner from all costs and damages  
which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all  
outlay and expense which the Owner may incur in making good any default, then this obligation  
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary thereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary  
(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
Principal  
By \_\_\_\_\_ (s)

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary  
(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address-Zip Code)

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership, or Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

of, \_\_\_\_\_ State of \_\_\_\_\_ hereinafter called

the "Surety", are held and firmly bound unto The Town of Montville  
(Owner)

hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in lawful money of the United States, for the payment made, we  
bind ourselves, and successors, jointly presents of which sum well and truly to be our heirs,  
executors, administrators and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered  
into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_ , a copy  
of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_ Camp Oakdale Pavilion Foundation/Column Repair \_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,  
all the undertakings, covenants, terms, conditions, and agreements of said contract during the  
original term thereof, and any extensions thereof which may be granted by the Owner, with or  
without notice to the Surety, and if he shall satisfy all claims and demands incurred under such  
contract, and shall fully indemnify and save harmless the Owner from all costs and damages  
which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all  
outlay and expense which the Owner may incur in making good any default, then this obligation  
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary  
(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
Principal  
By \_\_\_\_\_ (s)

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary  
(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address-Zip Code)

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

## **GENERAL CONDITIONS**

INDEX TO GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS
2. DEFINITIONS
3. REPRESENTATIVES OF THE CONTRACTOR
4. CONTRACT SECURITY
5. CONTRACTOR'S OBLIGATIONS
6. SUPERINTENDENCE BY THE CONTRACTOR
7. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES
8. USE OF PREMISES AND REMOVAL OF DEBRIS
9. GENERAL WARRANTY
10. PROTECTION OF WORK AND PROPERTY - EMERGENCY
11. WEATHER CONDITIONS
12. THE OWNER'S AUTHORITY
13. ALL WORK SUBJECT TO CONTROL BY THE OWNER
14. THE OWNER'S CONTROL NOT LIMITED
15. RIGHT OF THE OWNER TO TERMINATE THE CONTRACT
16. INTERPRETATION OF THE DRAWINGS AND SPECIFICATIONS
17. INSPECTION
18. REPORTS, RECORDS AND DATA
19. SUBCONTRACTORS
20. ASSIGNMENTS
21. MUTUAL RESPONSIBILITY OF CONTRACTORS
22. SAFETY AND HEALTH REGULATIONS
23. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS
24. MATERIALS, SERVICES AND FACILITIES
25. CONTRACTOR'S TITLE TO MATERIALS
26. INSPECTION AND TESTING OF MATERIALS
27. CONTRACTOR'S BOND AND INSURANCE
28. REPRESENTATIONS OF CONTRACTOR
29. INDEMNITY OF TOWN BY CONTRACTOR
30. TERMINATION FOR CONVENIENCE
31. COMPETENT HELP TO BE EMPLOYED
32. SPIRITUOUS LIQUORS AND DRUGS
33. PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR
34. CLAIMS FOR EXTRA WORK
35. WORK CHANGES
36. OWNER'S RIGHT TO DO WORK
37. PAYMENTS
38. PAYMENT TO SUB-CONTRACTORS
39. WORK IN INCLEMENT WEATHER
40. POWER & WATER
41. TOILET ACCOMMODATIONS
42. LIENS

43. PROGRESS PAYMENTS
44. GENERAL GUARANTEE
45. FINAL INSPECTION AND ACCEPTANCE
46. FINAL PAYMENT
47. CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT
48. USE OF "HE", "HIS" OR "HIM"

## ARTICLE 1 CONTRACT AND CONTRACT DOCUMENTS

The drawings, plans, specifications, and addenda enumerated in Article 1 of the General Conditions, Special Conditions, the Advertisement for Bid, the Information for Bidders, and the Bid Proposal as accepted by the OWNER, shall be binding upon the parties to this Agreement as if fully set forth therein. Whenever the term Contract Documents is used it shall mean and include the drawings, specifications and addenda. The OWNER shall interpret his own requirements. In case of conflict or inconsistency between the provisions of the signed portions of the Contract Documents and those of the specifications, the provisions of the signed portions shall govern.

## ARTICLE 2 DEFINITIONS

The following terms as used in this contract are defined as follows:

- A. Owner - The Owner of the project is the Town of Montville.
- B. Contractor - The term "Contractor" as hereinafter used shall refer to the General Contractor for this job.
- C. Owner's Representative - The term "Owner's Representative" as hereinafter used shall refer to any engineer or inspector whom the Owner may designate to inspect, test or oversee the work herein specified.
- D. Contract - Wherever the term "contract" is used in the General Conditions, it shall mean the actual bid form, specifications, Plans, General Conditions, Special Conditions and formal purchase order issued to successful bidder.

The rights and obligations of the CONTRACTOR under this contract shall include, but not be limited to the following:

## ARTICLE 3 REPRESENTATIONS OF THE CONTRACTOR

The Contractor represents and warrants:

- a. That he is financially solvent and that he is experienced and competent to perform the type of work required under this contract and that he is able to furnish the plant, materials, supplies, or equipment that may be necessary to perform the work as specified.
- b. That he is familiar with all Federal, State and municipal laws, ordinances, orders, and regulations which may in any way effect the project work, or the employment of persons thereon, including but not limited to any special acts relating to the work or to the project of which it is a part.

- c. That such temporary and permanent work required by the contract documents to be done by him will be satisfactorily constructed and can be used for the purpose for which it was intended and that such construction will not injure any person or damage property.
- d. That he has carefully examined the drawings, specifications, and addenda, if any, and the site of the work and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items that may affect the work.
- e. That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without-injury to persons or property.

#### ARTICLE 4 CONTRACT SECURITY

The Contractor shall furnish a Performance Bond and Payment Bond in amounts equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of the Contract, and for the payment of all persons performing labor on the project under this contract and furnishing materials, equipment and all other incidentals in connection with this contract. The Surety on such a bond shall be a from securities listed on the most recent IRS Circular 570, satisfactory to the Owner and the cost of the same shall be paid by the Contractor. prior to the starting of any work, the bonds must be approved by the Owner and be in the Owner's hands. The bonds must be from a surety company licensed and approved to do business in the State of Connecticut.

#### ARTICLE 5 CONTRACTOR'S OBLIGATIONS

The Contractor shall perform all work in a good workmanlike manner, and in accordance with the plans and specifications and any supplements thereto, and according to any directions or orders given by the Owner unless otherwise stipulated. He shall furnish all supplies, materials, except those supplies and materials furnished by the Owner, facilities, equipment, tools and anything else necessary or proper to perform and complete the work required by this contract. He shall furnish, erect, maintain, and remove any construction plant or temporary work as may be required. He alone shall be responsible for the safety, efficiency-, and adequacy of his plant, appliances, and methods and for any damage which may result from their failure or their improper construction maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage of whatever nature resulting from the work or resulting to persons, property, or the work during its progress, from whatever cause, shall be the responsibility of the Contractor.

The Contractor shall hold the Owner and Engineer, or their duly authorized agents, harmless and defend and indemnify them against damages or claims for damages due to injuries to persons or property arising out of the execution of the project work, and for damages to materials furnished for the work, for infringement of inventions, patents, and patent rights used in doing the work, and for any act, omission, or instance of neglect by the Contractor, his agents, employees, or subcontractors.

The Contractor shall bear all losses resulting to him, including but not limited to losses sustained on account of the character, quality, or quantity of any part of the work, or all parts of the work, or because the nature of the conditions in or on the project site are different from what was estimated or indicted, or on account of the weather, elements, or other causes.

#### ARTICLE 6 SUPERINTENDENCE BY THE CONTRACTOR

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner in every possible way.

At the site of the work, the Contractor shall, at all times, employ a suitably experienced construction superintendent who shall have full authority to act for the Contractor. It is understood that the employment of such representative shall be acceptable to the Owner and shall be such a person as can be continued in the capacity for the duration of the contract, unless he ceases to be on the Contractor's payroll.

#### ARTICLE 7 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Within five (5) days after the date of "Notice to Proceed" the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish the Owner: 1. a detailed estimate, giving a complete breakdown of the contract price; and 2. periodic itemized estimates of the work done for the purpose of making partial payments thereon.

#### ARTICLE 8 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor undertakes, at his own expense:

- a. To take every precaution against injuries to persons or damage to property.



- b. To store his apparatus, materials, equipment, and supplies in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or any others.
- c. To place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- d. To clean frequently all refuse, scrap, and debris caused by his operations, and to dispose of same away from the site, so that the work site is maintained in a neat, workmanlike appearance.
- e. To effect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor.
- f. Before final payment, to remove all surplus materials false work, temporary structures, including foundations thereof, plants of any description, and debris of any nature resulting from his operations and to dispose of same away from the site, so that the site is left in a neat, orderly, and workmanlike condition.

#### ARTICLE 9 GENERAL WARRANTY

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty workmanship or materials.

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year (1) from the date of final acceptance of the work, unless a longer period is specified by the Owner. The Owner will give final notice of observed defects with reasonable promptness.

#### ARTICLE 10 PROTECTION OF WORK AND PROPERTY - EMERGENCY

- a. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss, or injury at no additional expense to the Owner.
- b. In case of an emergency which threatens loss or injury of property, and/or safety of life the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent manner. He shall notify the Owner immediately thereafter. Any

- claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.
- c. Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or authorized by the Owner.
  - d. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the contract documents.

#### ARTICLE 11 WEATHER CONDITIONS

In the event of temporary suspension of the work or during inclement weather, or whenever the Owner shall direct, the Contractor shall, and shall cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials are damaged or injured by reason of failure to protect them on the part of the Contractor, or any of his subcontractors, or otherwise damaged or injured by the Contractor's negligence, or are found to be defective, such materials or work shall be removed and replaced at the expense of the Contractor.

#### ARTICLE 12 THE OWNER'S AUTHORITY

The Owner shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Owner shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Owner's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected by such questions. The Owner shall decide 'the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found to be obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor and other contractors performing work for the Owner, shall be adjusted and determined by the Owner.

#### ARTICLE 13 ALL WORK SUBJECT TO CONTROL BY THE OWNER

- a. In the performance of the work, the Contractor shall abide by all orders, directions, and requirements of the Owner, and shall perform all work to the satisfaction of the Owner, and at such times and places, by such methods, and in such manner and sequence as he may require. The Owner shall determine the amounts, quality, acceptability, and fitness of all parts of the work. The Owner shall interpret the

drawings, specifications, contract documents, all other documents, and the extra work orders. The Owner shall also decide all other questions in connection with the work. The Contractor shall employ no plant, equipment, materials, methods or men to which the Owner objects and shall remove no plant, materials, or equipment or other facilities from the work site without the Owner's permission. Upon request the Owner will confirm in writing any oral order, direction, requirement, or determination.

- b. Inspectors shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. The presence or absence of an inspector shall not relieve the Contractor from any requirements of the contract. In case of any dispute arising between the Contractor and the inspector as to materials furnished or the manner in which the work is being executed, the inspector shall have the authority to reject material or suspend work until the question has been decided by the Owner. The inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the drawings and specifications. The inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding the Owner, or the Engineers in any way, nor releasing the Contractor from the fulfillment of the terms of the contract.

#### ARTICLE 14 THE OWNER'S CONTROL NOT LIMITED

The enumeration in this contract of particular instances in which the opinion, judgment, discretion, or determination of the Owner shall control or in which work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be so governed and performed.

#### ARTICLE 15 RIGHT OF THE OWNER TO TERMINATE THE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor, or any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract. If within ten days (10) such violation or delay shall not cease and satisfactory arrangement of correction made, the contract shall, at the expiration of the ten days, cease and immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the power to take over and perform the contract, provided, however, that if the Surety does not commence performing thereof within ten days (10) from the date of mailing to such Surety of Notice of termination, the Owner may take over the work and prosecute the same to completion by contract or force account at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby.

## ARTICLE 16 INTERPRETATION OF THE DRAWINGS AND SPECIFICATIONS

Except for the Contractor's executed set, all drawings and specifications are the property of the Owner. The Owner will furnish the Contractor, without charge, three (3) sets of the drawings and specifications. Additional sets will be furnished upon request, at actual cost of reproduction. Such drawings and specifications are not to be used on other work and those sets in usable condition shall be returned to the Owner upon request at the completion or cessation of the work or termination of the contract.

The Contractor shall keep one (1) copy of the drawings and specifications at the work site at all times and shall give the Owner and their representatives access thereto. Anything on the drawings and not mentioned in the specifications, or anything in the specifications that is not shown on the drawings shall have the same force and effect as if mentioned in both. In case of conflict or inconsistency between the drawings and the specifications, the specifications shall take precedence. Any discrepancy in the figures and the drawings shall be immediately submitted to the Owner for decision and the decision of the Owner shall be final. In case of differences between small and large scale drawings, the larger scale drawings shall take precedence .

## ARTICLE 17 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to inspect all work materials, payrolls, records of personnel, invoices for materials, and other relevant data and records.

## ARTICLE 18 REPORTS, RECORDS AND DATA

The Contractor and each of his subcontractors, shall submit to the Owner such schedules of quantities, and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning the work Performed or to be performed under this contract.

## ARTICLE 19 SUBCONTRACTORS

The Contractors may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award work to any subcontractor other than those listed in his bid, without the prior written approval of the Owner, which approval will not be given until the Contractor submits a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work, to bind the subcontractors to the contract documents insofar as applicable to the subcontract work and to give the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relationship between the Owner and any subcontractor.

#### ARTICLE 20 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Owner. In case the Contractor assigns all or part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, or corporations for services rendered or materials supplied for the performance of the work called for in this contract.

#### ARTICLE 21 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage to the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

#### ARTICLE 22 SAFETY AND HEALTH REGULATIONS

These contract documents, and the joint and several phases of construction hereby contemplated, are to be governed, at all times, by the applicable provisions of the Federal law(s) including but not limited to the following:

1. Williams-Steiger Occupational Safety and Health Act, 1970, Public Law 92-596;
2. Part 1910 of the Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
3. This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974.

In the event of any inconsistencies between the above laws and regulations and the provisions of these contract documents, the laws and regulations shall prevail.

### ARTICLE 23 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Owner will prepare jointly a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing, and installation of materials, supplies, and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with the progress of the work.

### ARTICLE 24 MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever, necessary to protect, execute, complete, and deliver the work within the specified time.

It is necessary for some work to be performed after regular hours, on Saturdays, Sundays, or legal holidays as designated by the Owner. Any work necessary to be performed after regular hours, on Saturdays, Sundays, or legal holidays shall be performed by the Contractor without additional expense to the Owner.

### ARTICLE 25 CONTRACTOR'S TITLE TO MATERIALS

No material, supplies, or equipment for the work shall be purchased by the Contractor or any subcontractor, subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and further warrants upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, or charges, or encumbrances and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have the right to a lien upon the premises or any improvement or appurtenance thereon.

### ARTICLE 26 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be new and of current manufacture. Testing will be done in accordance with accepted standards and as directed by the Owner; the laboratory or inspection agency shall be selected by the Owner. Except as specified elsewhere in these specifications, the Owner will pay for laboratory inspection.

All materials and workmanship shall be subject to inspection, examination, and testing by the Owner at any and all times during manufacture and/or construction and at any and all places where such manufacture and or construction is carried on, to establish conformance with these specifications and suitability for uses intended. Without additional charge the Contractor shall furnish promptly all reasonable facilities, labor, and materials necessary to make tests so required safe and convenient; he shall also furnish any mill, factory, or other such tests based on the Standards and Tentative Standards of the American Society for Testing Materials as required by the Owner.

#### ARTICLE 27 CONTRACTOR'S BOND AND INSURANCE

Each Bidder must be able to enter into contract, covering the work, within 10 days from the acceptance of his proposal.

The successful bidder must, within 10 days from the date of acceptance of his proposal, furnish and file with the Owner, a corporate performance bond and payment bond or equivalent security, guaranteeing, completion of the job in accordance with the proposal. This bond or equivalent security shall be for 100% of the amount of the contract. The cost of a bond is to be figured as part of the cost of the job. The Surety Company must be one licensed to do business in the State of Connecticut, from securities listed on the most recent IRS Circular 570 and must be satisfactory to the Owner.

The successful bidder must, within 10 days from the date of acceptance of his proposal, file with the Owner, Workmen's Compensation, Comprehensive General Liability, Comprehensive Auto Liability, Certificates of Insurance satisfactory to the Owner, in compliance with the law, and in the following form and amount:

Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations, including X, C and U coverages as applicable.
2. Independent Contractor' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

Workers' Compensation

State:	Statutory
Voluntary Compensation (by any exempt entities)	Same as State Workers' Compensation





3. Umbrella Excess Liability or \$5,000,000 excess which would not require a retention.

\$5,000,000 Over Primary Insurance  
\$10,000 Retention

4. Comprehensive Automobile Liability (owned, non-owned, hired):

(a) Bodily Injury: \$1,000,000 combined single limit.

Fire and Special Extended Coverage in Builder's Risk policy in the amount of 100% of insurable completed value.

The 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 insured. This insurance shall provide coverage for not less than the following amounts:

- |     |  |   |
|-----|--|---|
| (1) | Bodily Injury  | \$1,000,000 Each Occurrence<br>\$1,000,000 Annual Aggregate |
| (2) | Property Damage including<br>Explosion Collapse and Under-<br>ground coverage. | \$1,000,000 Each Occurrence<br>\$1,000,000 Annual Aggregate |

The Contractor shall purchase and maintain, until final payment, property insurance upon the Work at the site in an amount equal to the total bid price for the completed construction. This insurance shall include the interests of Owner, Contractor, Subcontractors, Engineer and Engineer's consultants in the Work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage, and shall include damages, losses and expenses rising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). This insurance shall be provided on the completed value form. If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portion of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

**The Town of Montville (Owner) and CLA Engineers, Inc. (Engineer) shall be named as additional insured on the above coverages.**

If subcontractors are employed, same limits as named above shall apply and the certificate of insurance must be filed with the Owner.

No contract shall be binding upon the Owner until such bond shall have been given and until Comprehensive General Liability, Comprehensive General Auto Liability and Workmen's Compensation policy certificates indicated-above have been filed with the Owner and approved as to form and sufficiency by the Owner. The insurance policy certificate provided by the successful bidder and all subcontractors shall carry a statement by the insurance company that the Owner will receive at least ten (10) days notice prior to cancellation of any portion of the policies or any modifications in the insurance coverage that may affect the Owner's interest. The cost of all insurance coverage shall be included in the price of the contract cost.

The insurance company must be licensed to do business in the State of Connecticut and must be satisfactory to the Owner. THE OWNER MUST BE NAMED AS ADDITIONAL INSURED.

#### ARTICLE 28 REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants that he is financially solvent and that he is experienced and competent to perform the type of work outlined in the specifications and drawings and that he has carefully examined the drawings and specifications along with addendum (or addenda), if any, and the site of the work, and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and sub-surface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance and that he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property. He further warrants that any injury to persons or property resulting from the work shall be the sole responsibility of the Contractor.

#### ARTICLE 29 INDEMNITY OF OWNER BY CONTRACTOR

The Contractor shall indemnify and save harmless the Owner against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Owner, and shall defend, indemnify and save harmless the Owner from any and all claims, demands, suits, actions or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of Contractor or his subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance which, in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless, the Owner against all liability, judgments, costs and expenses which may in any wise come against the Owner or which may in any wise result from carelessness, omission or neglect of the Contractor or his agents, employees or workmen in any

way arising or resulting from the operation in connection herewith, including all liability to the Owner resulting from the failure to erect or maintain sufficient railing or fence as required by Section 13a-111, Connecticut General Statutes, and against all liability from defects claimed to be in violation of Section 13a-149, Connecticut General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the contract.

#### ARTICLE 30 TERMINATION FOR CONVENIENCE

The Owner hereby reserves the right to terminate the performance of this contract for any reason the Owner deems appropriate. The Owner will pay all actual costs to date of termination, however, the Contractor shall not be entitled to any profit on furnished or unearned work.

#### ARTICLE 31 COMPETENT HELP TO BE EMPLOYED

The Contractor shall employ experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Owner and shall not -again be employed on the work.

#### ARTICLE 32 SPIRITUOUS LIQUORS AND DRUGS

The Contractor shall neither permit nor suffer the introduction or use of -spirituous liquors upon the work embraced in this contract. Dope or drugs of any kind unless ordered by a physician are prohibited. Any employee found using spirituous liquors, dope or drugs of any kind unless ordered by a physician shall be immediately discharged.

#### ARTICLE 33 PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR

The Contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the Contractor as relate to the provisions of this section.

#### ARTICLE 34 CLAIMS FOR EXTRA WORK

After the contract has been signed, no claims for extra work will be honored. unless authorized in writing by the Owner.

## ARTICLE 35 WORK CHANGES

The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered. Upon request the Contractor shall supply the Owner with a detailed proposal for the changes showing quantities of, and unit prices for his work and that of any subcontractor involved. No such change order shall be considered, however, unless approved by the Owner and their duly authorized representatives prior to its issuance. Upon receipt of the written order the Contractor shall proceed with the work as and when directed. The amount of compensation to be paid to the Contract for extra or additional work so ordered shall be determined as follows:

- (1) By such applicable Unit Price, if any, as set forth in the Agreement, or
- (2) If no such Unit Prices are so set forth, or if the total net change increases or decreases the total Contract price more than 25 percent (25%) then by a Lump Sum mutually agreed upon by the Owner and the Contractor, and establish as follows:

For work to be performed under a Lump Sum agreement the Contractor may apply a 15% allowance for overhead and profit against the net cost of work actually to be performed by him except that in the event the change in work to be performed by him results in a net omission then no percentage for overhead and profit shall be allowed.

The Contractor is permitted a 5% allowance to be applied against the net cost to a subcontractor for work actually performed by the subcontractor, but on any change involving more than one subcontractor, their net costs and/or net omission shall be combined as one before consideration is given to the application of the 5% for the Contractor's overhead and profit, and, in the event the Contractor shows a net omission for the changes as it affects the work actually to be performed by him, he is permitted only the 5% applied to the amount (if any) by which the net cost to the subcontractor exceeds the net omission by the Contractor.

For work to be performed by a subcontractor the cost to the Owner may include the net cost to the subcontractor plus an allowance of an amount not to exceed 15% of the net cost for the

subcontractor's overhead and profit, except that in the event that the change in work results in a net omission for the subcontractor there shall be no application of the 15% overhead and profit.

Net cost to the Contractor and/or subcontractor shall be that defined in sub-section (3) of this article, but in every case taxes imposed by law upon labor employed at the site shall be excluded; and all credits (which in the case of the Contractor shall include net omissions by the subcontractor) shall be deducted before the percentage can be applied.

For the purposes of applying the provisions of the article, the Owner will not recognize other than a direct subcontractor of the Contractor nor permit the aggregate allowance to exceed 20% as applied above, to the net cost of work performed by any subcontractor.

- (3) If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the Owner may at his option either: 1) order the work to be done and compensated for in the following manner: by the actual net cost in money to the Contractor of the materials, the wages of applied labor, insurance, taxes imposed by law on labor employed on the work, plus such rental for equipment (other than tools) required and approved for such additional work. After excluding taxes imposed by law upon labor employed on the work, the Contractor shall receive 15% of the actual net cost outlined above as compensation for all other items of profit and costs or expenses including administration, overhead, superintendent, materials used in temporary structures, allowances (including provision for overhead and profit) made by the Contractor to subcontractors, additional premiums upon performance bond of the Contractor and the use of small tools; or (2) the Owner may order that item or portion of work omitted without invalidating any of the terms thereof, and there shall be deducted from the contract price the value as estimated by the Engineer of the labor and material omitted from the contract, if any be omitted.

#### ARTICLE 36 OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after five (5) days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment, then or thereafter due the Contractor.

#### ARTICLE 37 PAYMENTS

Payment for the work will be made when the work outlined in the specifications is completed or in accordance with the terms stated herein. Invoices shall be prepared in prescribed form by the Contractor and shall be submitted to the Owner's Superintendent in triplicate for checking and certifications.

No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay from any cause in the progress of work. whether such hindrance or delays be avoidable or unavoidable.

#### ARTICLE 38 PAYMENT TO SUB-CONTRACTOR

The Owner assumes no obligation to pay to or to see to the payment of any sum to any sub-contractor.

#### ARTICLE 39 WORK IN INCLEMENT WEATHER

The Owner or the Owner's Superintendent will determine when conditions are unfavorable for work and may order the work or any portion of it suspended whenever, in his opinion the conditions are not such as will insure first class work. In general, work shall be prosecuted throughout the year and the Contractor will be expected to keep work going and employment of labor as continuous as possible. However, the Contractor shall, and shall cause his subcontractors to protect carefully his and their work against damage or injury from the weather. If this is not done to the Owner's satisfaction and any damage to the work occurs, the work shall be removed and replaced at the expense of the Contractor.

#### ARTICLE 40 POWER AND WATER

Should the Contractor require electric power and/or water, he shall make necessary arrangements with the Owner for securing it and bear any expense involved, unless expressly provided for otherwise in the specifications.

#### ARTICLE 41 TOILET ACCOMMODATIONS

The Contractor shall provide necessary sanitary toilet accommodations for the workmen.

#### ARTICLE 42 LIENS

The final payment for the work will not be made until the Owner is satisfied that no liens have, or can be placed for material or labor on this work. If required by the Owner, waivers of liens may be required. If the Contractor, or any subcontractor refuses to furnish a release or waiver of liens, they may furnish a bond satisfactory to the Owner to indemnify the Owner against any liens.

#### ARTICLE 43 PROGRESS PAYMENTS

The CONTRACTOR may submit periodically, but not more than once each month, a Request for Payment for work done. The CONTRACTOR shall furnish the OWNER all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work.

Within fifteen (15) days of submission of any Request for Payment by the CONTRACTOR, the OWNER shall:

- a. Approve the Request for Payment as submitted, or
- b. Approve such other amount as he shall decide is due the CONTRACTOR, informing and CONTRACTOR in writing of his reasons for approving the amended amount, or
- c. Withhold the Request for Payment, informing the CONTRACTOR in writing of his reasons for withholding it.

Within thirty (30) days from the date of approval of the Request for Payment the OWNER will:

- a. Pay the Request for Payment as approved less a five percent (5%) retainage, until substantial completion of the project, at which time the retainage will be reduced to two percent (2%) until final completion.
- b. Withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered provided he informs the CONTRACTOR in writing of his reasons for withholding payment in whole or in part:
  1. Defective work.
  2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
  3. Failure of the CONTRACTOR to make payments to Subcontractors, material suppliers or labor.
  4. Damage to another Contractor.

#### ARTICLE 44 GENERAL GUARANTEE

The Contractor shall guarantee his work for a period of one (1) year after the date of the Owner's Superintendent's final inspection and acceptance as evidenced by final payment. he shall during that period repair promptly, at his own cost and expense all breaks, failures or defects which develop in his work as a result of faulty material or workmanship. The performance bond shall remain in effect through the guarantee period.

#### ARTICLE 45 FINAL INSPECTION AND ACCEPTANCE

Upon receipt of written notice from the Contractor that his work is complete, the Owner's Superintendent will make a final inspection and will notify the Contractor of all instances in which the work fails to comply with the specifications as well as any defects which he may discover. The Contractor shall thereupon immediately rebuild, alter and restore the work so that it will comply with the specifications and he shall remedy any defects at his own cost and expense and to the satisfaction of the Owner's Superintendent. Upon the completion of such alterations or repairs the Owner's Superintendent will issue his certificate of final acceptance of work. The issuance of such certificate of final acceptance by the Owner's Superintendent shall not prevent the Owner from recovering damages at any subsequent time for work found to be actually defective.

#### ARTICLE 46 FINAL PAYMENT

The acceptance by the Contractor of payment for the final invoice, made after the Owner's Superintendent's certification of final acceptance as provided for in these General Conditions, shall release the Owner and every agent of the Owner from all further claims or liabilities to the Contractor of whatever nature, except for the remaining sum or sums of money withheld under the provisions of the contract.

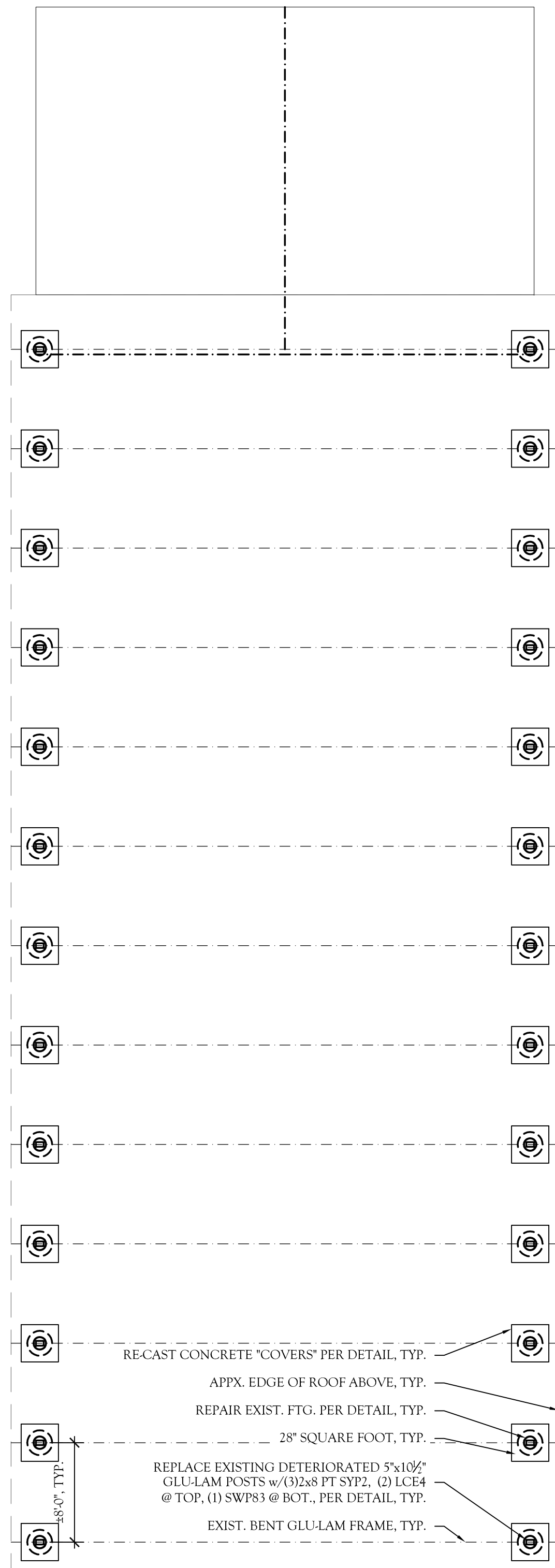
#### ARTICLE 47 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the final Request for Payment by the Owner and the making of the final payment by the Owner to the Contractor shall NOT relieve and Contractor of the responsibility for faulty materials or workmanship. The Owner shall promptly give notice to faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within two years from the date of written acceptance of the work. The Owner shall decide all questions arising under this paragraph.

#### ARTICLE 48 USE OF "HE", "HIS" OR "HIM"

Whenever in these specifications the masculine words, "he", "his", or "him" are used pertaining to the Contractor, Owner, Engineer or any other entity or person it shall be for brevity, and in no way is any sexual discrimination intended.





**FOUNDATION PLAN**  
SCALE: 1/4" = 1'-0"

**DESIGN LOADS TABLE**

SNOW LOADS		WIND LOADS	
GROUND SNOW LOAD (psf)	30 PSF	BASIC WIND SPEED (50 YR)	135 MPH
FLAT ROOF SNOW LOAD (psf)	30 PSF	RISK CATEGORY	II
SNOW EXPOSURE FACTOR (Ce)	1.0	WIND EXPOSURE	B
IMPORTANCE FACTOR (Ic)	1.0	INTERNAL PRESSURE COEFF.	+/- 0.18
THERMAL FACTOR (Ct)	1.0	COMPONENTS & CLADDING	PER ASCE 7-16 (TABLE 6-2)
DEFLECTION TOLERANCES		SEISMIC (EARTHQUAKE) LOADS	
PER IBC TABLE 16-411.3(a)		IMPORTANCE FACTOR (Ic)	1.0
ELEMENT	LIMIT (DEAD+LIVE)	MAXIMUM SPECTRAL RESPONSE ACCELERATION (S <sub>a</sub> )	0.165
FLOORS	L/240   L/480	SEISMIC DESIGN CATEGORY	B
ROOFS	L/240   L/180		
WALLS	L/240   L/180		

**GENERAL STRUCTURAL NOTES**

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE 2015 INTERNATIONAL BUILDING CODE, AS AMENDED FOR THE 2018 CONNECTICUT BUILDING CODE.
- THE GENERAL CONTRACTOR SHALL BEAR SOLE RESPONSIBILITY FOR MEANS AND METHODS OF CONSTRUCTION AND SAFETY ON THE JOB SITE.
- THE GENERAL CONTRACTOR SHALL FURNISH COMPLETE SETS OF DRAWINGS TO ALL SUBCONTRACTORS.
- CONTRACTOR SHALL CONTACT 'CALL BEFORE YOU DIG' AT 811 AT LEAST 2 FULL WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.

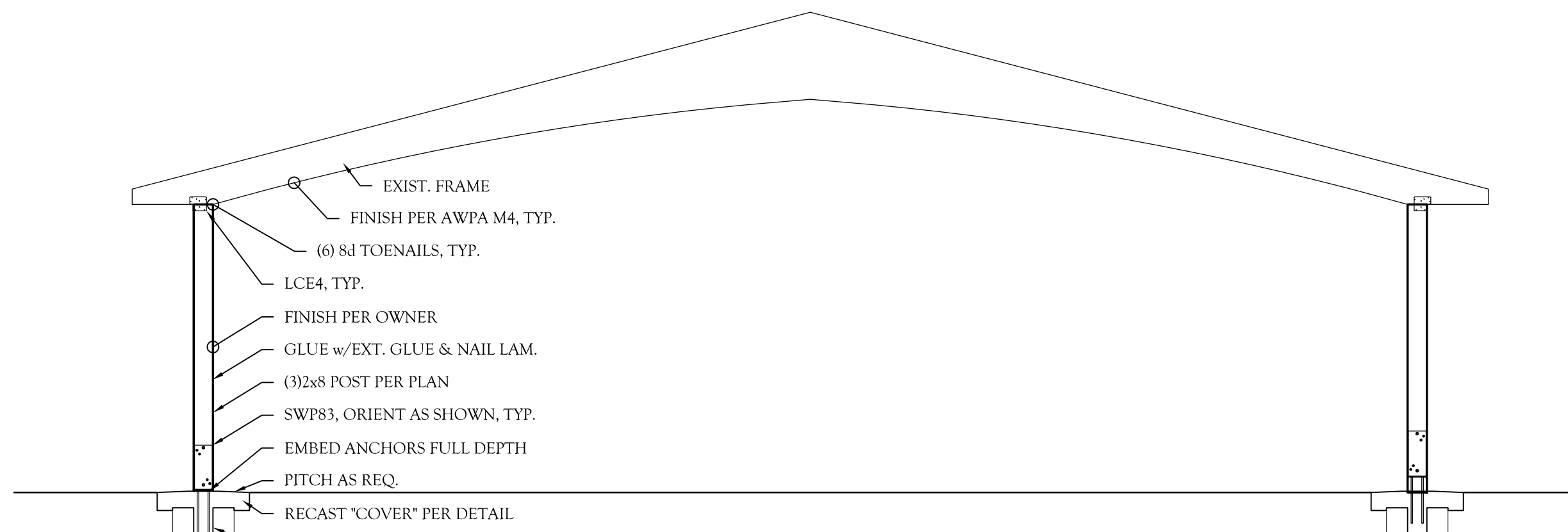
**CONCRETE / REINFORCED CONCRETE**

- GENERAL: ALL CONCRETE WORK SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE'S 'SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS' (ACI 308-19).
- CONCRETE MIXES SHALL INCLUDE MID-RANGE WATER REDUCING ADMIXTURE OR PLASTICIZER AND SHALL HAVE A DESIGN SLUMP OF 3" WITH A MAXIMUM PLACEMENT SLUMP OF 6.5". HIGHER SLUMPS ARE ALLOWABLE IF HIGH RANGE PLASTICIZERS ARE USED.
- REINFORCING STEEL: ASTM A615 - GRADE 60.
- BAR DETAILING: IN ACCORDANCE WITH THE 'ACI DETAILING MANUAL - 1989'. PLACING DRAWINGS SHALL SHOW THE NUMBER AND LOCATION OF ALL BAR SUPPORTS AND ACCESSORIES.
- MINIMUM DEVELOPMENT LENGTH AND LAP SPACING LENGTH OF REINFORCING BARS SHALL BE AS FOLLOWS (IF F<sub>c</sub> = 4000 PSI, 24" O.C. OR CLOSER):
 

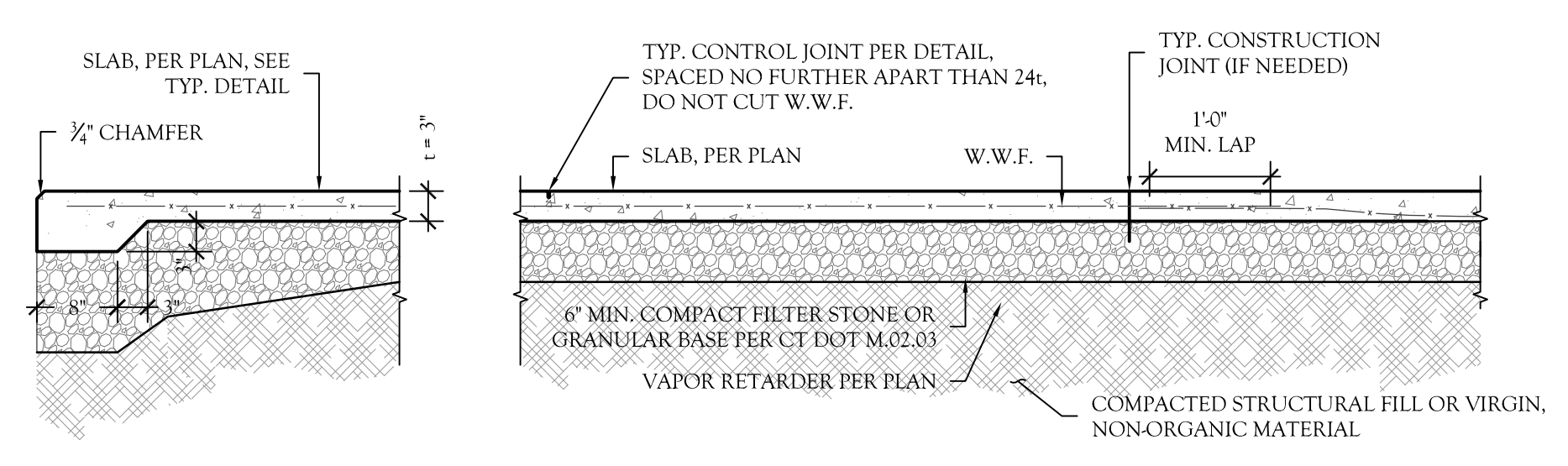
BAR SIZE	DEVELOPMENT LENGTH <sup>1</sup>	LAP SPACING LENGTH <sup>2</sup>
#4	12"	18"
#5	18"	24"

 1. NO ENJOY COATED REBAR.  
2. CONCRETE COVER SHALL BE AS FOLLOWS: CONCRETE POURED AGAINST EARTH - 3" CONCRETE POURED IN FORMS BUT EXPOSED TO EARTH OR WEATHER - 5 BARS AND SMALLER - 1 1/2" LARGER THAN 5 BARS - 2"
- WHERE WELDED WIRE FABRIC IS USED, SHEETS SHALL BE SUPPORTED ON CLASS 3 SUPPORTS WITH SAND PLATES IN SUFFICIENT QUANTITY TO MAINTAIN THE FABRIC'S LOCATION IN THE SLAB. PRECAST CONCRETE BLOCK/BRICK SHALL NOT BE USED.
- U.N.O., SLABS ON GRADE SHALL BE CAST IN ALTERNATE PATTERNS OR SAW CUT INTO AREAS NOT EXCEEDING 900 S.F. OR AS INDICATED ON PLAN.
- U.N.O., SLABS ON GRADE SHALL BE EITHER FULLY WET CURED OR CONTAIN CONTROL JOINTS AT A MAXIMUM SPACING OF 14' WITH THICKNESS (7" FOR A 3" SLAB) IN EACH ORTHOGONAL DIRECTION.

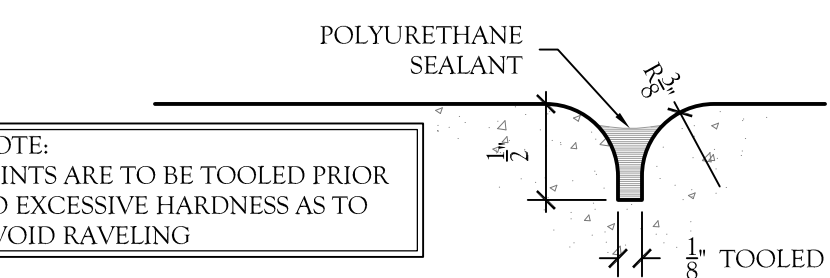
**TYPICAL BUILDING SECTION**  
SCALE: 1/4" = 1'-0"



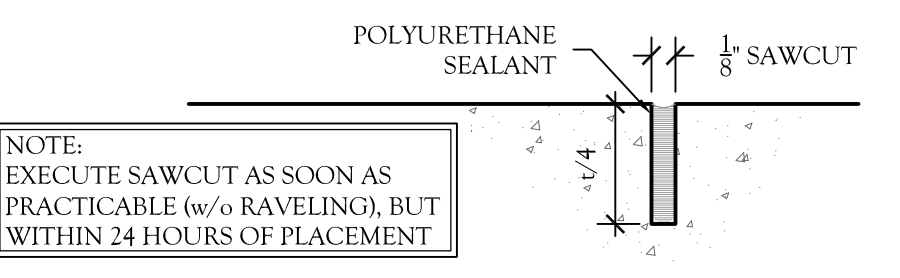
**TYPICAL SLAB ON GRADE DETAIL**  
SCALE: 3/4" = 1'-0"



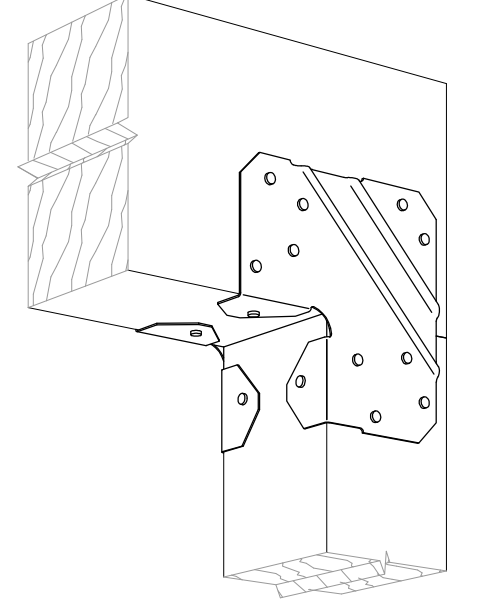
**EDGE OF SLAB**  
SCALE: 3/4" = 1'-0"



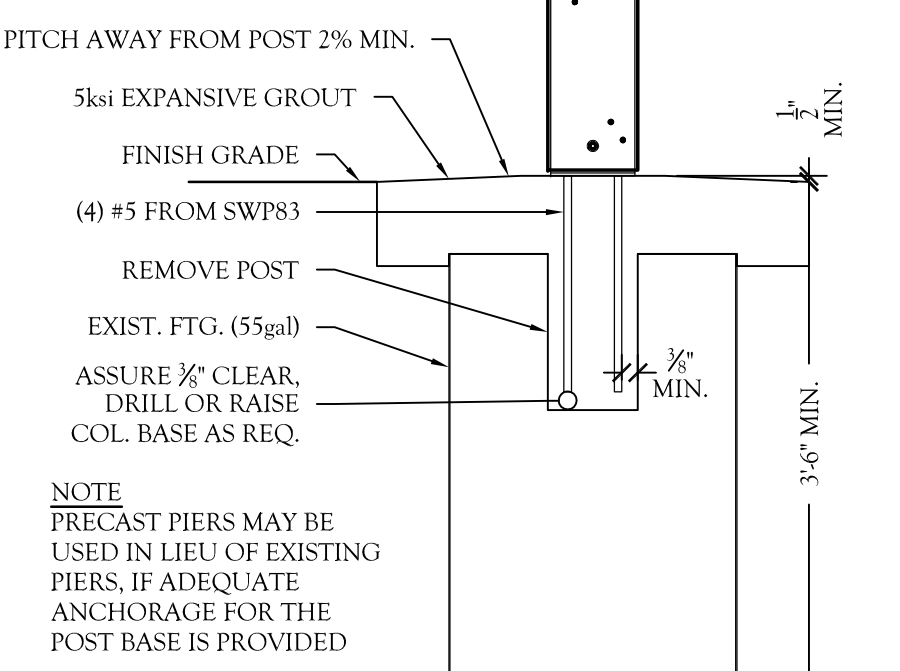
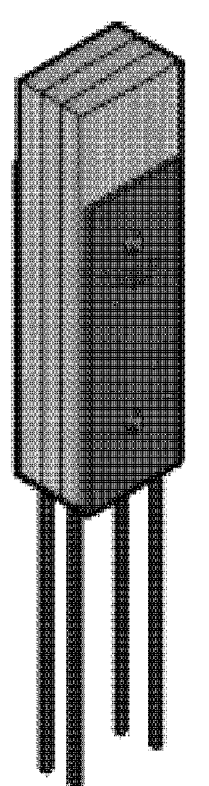
**TYPICAL CUT CONTROL JOINT DETAIL**  
NOT TO SCALE



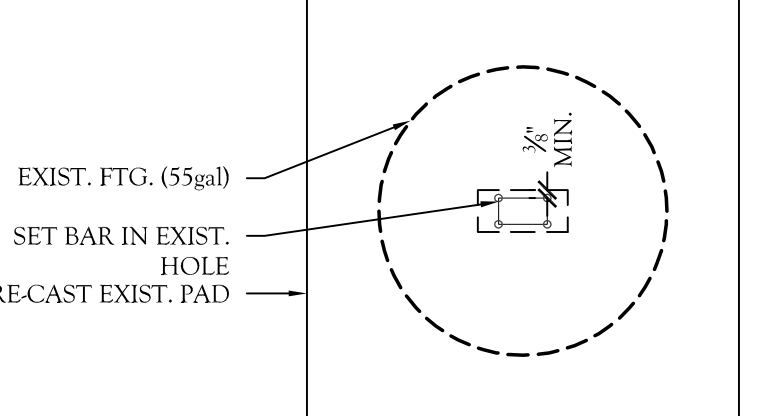
**LCE4 ISOMETRIC DETAIL**  
NOT TO SCALE



**SWP83 ISOMETRIC DETAIL**  
NOT TO SCALE



**TYP. PIER DETAIL**  
SCALE: 3/4" = 1'-0"



**TYP. PIER PLAN VIEW DETAIL**  
SCALE: 3/4" = 1'-0"

**STRUCTURAL STEEL**

- MATERIALS:
  - CHANNELS - ASTM A16
  - BOLTS - ASTM A193 2H STD W/ASHER, 1/2" O.D. WASHER AT WOOD
  - WELDING ELECTRODES - ASTM A113 10 SERIES
- STRUCTURAL STEEL SHALL BE DETAIL-FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST PROVISIONS OF THE 'SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS' OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, 14TH EDITION AND THE 'AISC CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES'.
- SHOP AND ERECTION DRAWINGS SHALL BE SUBMITTED BY THE CONTRACTOR FOR ALL STRUCTURAL STEEL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. SUBMIT TWO PRINTS. DO NOT PROCEED WITH FABRICATION WITHOUT SHOP DRAWING REVIEWED BY THE ENGINEER OF RECORD.
- STORE MATERIALS TO PERMIT EASY ACCESS FOR INSPECTION AND IDENTIFICATION. KEEP STEEL MEMBERS OFF GROUND AND SPACED BY USING PALLETS, DUNAGES, OR OTHER SUPPORTS AND SPACERS. PROTECT STEEL MEMBERS AND PACKAGED MATERIALS FROM CORROSION AND DETERIORATION. DO NOT STORE MATERIALS ON STRUCTURE IN A MANNER THAT MIGHT CAUSE DISTORTION, DAMAGE, OR OVERLOAD TO MEMBERS OR SUPPORTING STRUCTURES. REPAIR OR REPLACE DAMAGED MATERIALS OR STRUCTURES AS DIRECTED. STORE FASTENERS IN A PROTECTED PLACE IN SEALED CONTAINERS WITH MANUFACTURER'S LABELS INTACT. CLEAN AND REBURICATE BOLTS AND NUTS THAT BECOME DRY OR RUSTY BEFORE USE.
- ALL WELDING SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICAN WELDING SOCIETY (AWS) STRUCTURAL WELDING CODE STEEL D1.1, LATEST EDITION, BY CERTIFIED WELDERS AND QUALIFIED WELDING PROCEDURES. SHIELDED METAL ARC METHOD OF WELDING SHALL BE USED FOR ALL WORK. WELDING ELECTRODES, WELDING PROCESS, MINIMUM PREHEAT AND INTERPASS TEMPERATURES SHALL BE IN ACCORDANCE WITH THE AWS AND AWS SPECIFICATIONS. ANY STRUCTURAL STEEL DAMAGED BY WELDING IS TO BE REPAIRED OR REINFORCED AS ACCEPTABLE TO THE STRUCTURAL ENGINEER.
- ALL INTERIOR/FULLY PROTECTED STEEL SHALL BE SHOP PRIMED AT A MINIMUM. SHOP PRIMER PAINT SHALL BE TENEAC 88-555 METAL PRIMER, RUSTOLEUM 678, DUPONT 771, IMBIMUM 1.5 (PFT), OR SSP/PAINTE 25 (SUCH AS INTERPRET 2002A). ANY COATING APPLIED OVER PRIMER MUST BE OF A STRONGLY CONTRASTING COLOR. ALL AREAS PRIMER DAMAGED DURING INSTALLATION MUST BE MECHANICALLY CLEANED TO AN SP-3 SURFACE AND TOUCHED UP PER THE MANUFACTURER'S RECOMMENDATIONS. AREAS AROUND WELD DAMAGED MUST BE STRIPPED SUFFICIENTLY PAST THE WELD TO REMOVE ANY PAINT COMPROMISED BY THE HEATING.
- ALL STEEL EXPOSED TO WEATHER (PER IBC 'WEATHER EXPOSED SURFACE') MUST BE HOT DIPPED GALVANIZED (HDP) PER ASTM A123. ALL AREAS OF HDP DAMAGED BY OPERATIONS, ESPECIALLY WELDING, ARE TO BE REPAIRED PER ASTM A780 SOLDER METHOD TOUCH UP UPON COMPLETION OF THE OPERATION TO THE WRITTEN SATISFACTION OF THE ENGINEER.
- VERIFY AND COORDINATE REQUIREMENTS, DIMENSIONS AND LOCATIONS OF MECHANICAL EQUIPMENT PRIOR TO START OF FABRICATION.
- MINIMUM FILLET WELD SIZE SHALL BE 1/4" UNLESS OTHERWISE SHOWN ON THE DRAWINGS. RECORDS OF WELDER QUALIFICATIONS SHALL BE MAINTAINED AND AVAILABLE FOR OWNERS REVIEW.
- ALL STEEL AT AND BELOW FINISHED GRADE OR FLOOR SLAB SHALL RECEIVE TWO (2) COATS OF BUTYMOUS PAINT - OR 3 MINIMUM CONCRETE COVER.

**FOUNDATION / SOILS**

- FOUNDATION ELEMENTS SHALL BE DESIGNED FOR THE FOLLOWING ALLOWABLE BEARING CAPACITY: ALLOWABLE SOIL BEARING PRESSURE = 3000 PSF
- THE FOOTINGS MAY FALL IN BEDROCK, WHERE BLASTING IS NECESSARY, THE BEDROCK SHOULD BE BLASTED TO A DEPTH OF AT LEAST 2 FEET BELOW THE FOOTINGS AND SLABS ON GRADE. PREPARATION OF THE BLASTED ROCK SURFACE FOR FOOTINGS WILL INCLUDE EXCAVATING THE ROCK SUFFICIENTLY TO PERMIT PLACEMENT OF A MINIMUM 4" LAYER OF CRUSHED STONE, SUCH AS FILTER STONE, BENEATH THE FOOTINGS AND SLABS ON GRADE. THE STONE LAYER SHALL BE COMPACTED WITH A VIBRATORY ROLLER TO FILL THE FRACTURES IN THE ROCK AND TO PROVIDE A UNIFORMLY STIFF SURFACE TO RECEIVE FOOTINGS AND SLABS. LOOSE BLASTED ROCK COVERLASH SHOULD BE REMOVED AND REPLACED WITH ACCEPTABLE STRUCTURAL FILL AND PROOF ROLLED. A PRECONDITION BLAST SURVEY SHALL BE MADE FOR ANY PROPERTIES THAT MAY BE AFFECTED BY BLASTING.
- CONCRETE SLABS ON GRADE:
  - A 6" LAYER OF SOUND, DURABLE CLEAN (LESS THAN 1% PASSING THE #20 SIEVE) CRUSHED STONE WITH 100% PASSING THE 1/2" SIEVE SHALL BE PLACED IMMEDIATELY BENEATH THE SLAB ON GRADE. BENEATH THE CRUSHED STONE LAYER, STRUCTURAL FILL SHALL BE PLACED AS REQUIRED AFTER REMOVAL OF ANY EXISTING FILL AND ORGANIC MATERIALS. FILTER STONE MAY BE USED IN LIEU OF THIS NOTE PER THE STRUCTURAL EARTHWORK NOTES.
- ALL FOOTINGS SHALL BE BELOW UNSATURATED EXISTING FILLS AND ORGANIC MATERIALS.
- ALL EXCAVATION WORK SHALL CONFORM TO OSHA 29CFR 1926 SUBPART F EXCAVATIONS.
- ESTIMATED ELEVATIONS OF BOTTOM OF FOOTINGS ARE AS SHOWN ON FOUNDATION PLANS AND ARE APPROXIMATE. THESE ELEVATIONS SHALL BE ADJUSTED TO ACTUAL LEVELS OF APPROVED BEARING STRATA FOUND UPON EXAMINATION, AND UNUSUAL CONDITIONS SHALL BE CALLED TO THE ATTENTION OF THE STRUCTURAL ENGINEER.
- DO NOT BACKFILL FOUNDATION UNTIL FIRST FLOOR DECK IS INSTALLED OR UNTIL ADEQUATE TEMPORARY SHORES ARE INSTALLED.
- VAPOR BARRIER SHALL BE POLYOLEFIN HAVING A MINIMUM THICKNESS OF 10 MILS (0.010), FREE OF PINHOLE AND OTHER DEFECTS, AND ALL JOINTS SHALL BE LAPPED 12" AND TAPED.

**WOOD NOTES**

- ALL FRAMING EXPOSED TO THE WEATHER OR GROUND CONTACT SHALL BE PRESURE TREATED (PT) AS REQUIRED, AND SHALL BE SOUTHERN YELLOW PINE #2 (SPY) OR SURFUM. ALL NON-EXPOSED FRAMING LUMBER SHALL BE #2 OR BETTER UNLESS OTHERWISE NOTED. ALL PRESURE TREATED LUMBER (ACQ) LEVEL OF TREATMENT SHALL BE IN ACCORDANCE WITH AWPA STANDARDS FOR RETENTION BASED ON END USE APPLICATION (ABOVE GROUND USE, GROUND CONTACT, DECKING, ETC).
- ALL CUT ENDS, NOTCHES, AND DRILLED HOLES IN PT LUMBER MUST BE FIELD TREATED PER AWPA M4 STANDARDS, SUCH AS WITH COPPER NAPHTHENATE. OUR OFFICE RECOMMENDS THAT ALL NEW PT LUMBER OPEN TO WEATHER BE TREATED WITH A PENETRATING WATER REDUCER (SUCH AS ROLLED LINED OIL) IN ORDER TO INCREASE THE LIFE OF THE STRUCTURE.
- ALL METAL FRAMING CONNECTIONS SHALL BE SIMPSON STRONG TIE (SST) OR APPROVED EQUAL.
- ALL METAL HANGERS TO BE GALVANIZED AS FOLLOWS:
  - PRESSURE TREATED WOOD, G-185
  - ALL OTHER WOODS: G-60
 SEE PLAN FOR SKEW / SLOPE REQUIREMENTS. ALL HANGERS TO BE FULLY NAILED PER MANUFACTURER'S NAILING SCHEDULE.
- ALL BOLTS, NAILS AND ASSOCIATED FASTENERS EXPOSED TO THE WEATHER SHALL BE HOT DIPPED GALVANIZED PER ASTM A153 WITH A MINIMUM WEIGHT OF ZINC COATING = 1.00 OZ./FT.
- ALL WOOD FRAMING CONNECTIONS SHALL BE FASTENED IN ACCORDANCE WITH 'FASTENING SCHEDULE' OF 2009 IRC, UNLESS OTHERWISE INDICATED.
- ALL PROPRIETARY HARDWARE SHALL BE INSTALLED IN COMPLETE ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS.
- UNLESS NOTED OTHERWISE, ALL NAILS ARE TO BE COMMON WIRE NAILS, WITH CORROSION RESISTANCE APPROPRIATE TO THE USE. SELECT FASTENERS OF SIZE THAT WILL NOT FULLY PENETRATE MEMBERS WHERE OPPOSITE SIDE WILL BE EXPOSED TO VIEW OR WILL RECEIVE FINISH MATERIALS. MAKE TIGHT CONNECTIONS BETWEEN MEMBERS. INSTALL FASTENERS WITHOUT SPLITTING WOOD. DRIVE NAILS SMOO BUT DO NOT OCCUR THROUGH NAIL HEADS UNLESS OTHERWISE INDICATED. IF POST-FRAME NAILS (RING SHANK OR SPIRAL) ARE SPECIFIED, THE DIAMETER WILL BE BASED ON THE CALL OUT ON PLAN, INTERPRETED AS DESCRIBED BELOW. DIAMETERS MUST MEET OR EXCEED THE FOLLOWING BASED ON THE CALL OUTS IN THE PLANS:
  - 16x12 (2" x 4 1/2" POST FRAME) - 1/2" x 16"
  - 8x11 (1" x 3 1/2" POST FRAME) - 3/8" x 11"
- BOLTS SHALL BE ASTM A307-GR A STEEL, WITH ASTM A36 HEX NUTS AND, WHERE INDICATED, FLAT WASHERS.
- COMPLY WITH AIAA WCD 1, 'DETAILS FOR CONVENTIONAL WOOD-FRAME CONSTRUCTION', UNLESS OTHERWISE INDICATED.
- DO NOT SPICE STRUCTURAL MEMBERS BETWEEN SUPPORTS UNLESS OTHERWISE INDICATED.
- STACK LUMBER FLAT WITH SPACERS BENEATH AND BETWEEN EACH BUNDLE TO PROVIDE AIR CIRCULATION. PROTECT LUMBER FROM WEATHER BY COVERING WITH WATERPROOF SHEETING, SECURELY ANCHORED. PROVIDE FOR AIR CIRCULATION AROUND STACKS AND UNDER COVERINGS.

**STRUCTURAL EARTHWORK**

- IN ABSENCE OF A SUB-SURFACE EXPLORATION AND GEOTECHNICAL REVIEW, THESE DESIGN REQUIRE THAT IT BE FIELD VERIFIED THAT NO MATERIALS CONTAINING ORGANICS, VOIDS, RUBBLE, FATTY CLAYS, ASH, OR SOILS MATERIAL BE PRESENT WITHIN THE BEARING AREA WHICH IS TO BE TAKEN AS 10' BEYOND THE OUTER FOOTING EDGE. THIS MAY BE VERIFIED VIA TEST PITTS OR BORINGS, AS NECESSARY.
- FROM BOTTOM OF FOOTING TO UNDERSIDE OF SLAB, FILL SHALL BE PLACED IN 8" LOOSE LAYERS AND COMPACTED TO 95% MAXIMUM DENSITY PER ASTM D1557 (4 POINT CURVE ACCEPTABLE).
- FROM STRIPLINE TO BOTTOM OF FOOTING, FILL SHALL BE PLACED IN 8" LOOSE LAYERS AND COMPACTED TO 95% MAXIMUM DENSITY AS PER NOTE E2.
- FOUNDATIONS ARE DESIGNED FOR A SOIL BEARING VALUE OF 3000 P.S.F.
- ALL STRUCTURAL FILL IS TO BE SOUND/DURABLE MATERIAL FREE OF DEBRIS, ORGANICS, ASPHALT AND VOIDS, COMPACTED TO 95% OF ITS MAXIMUM DRY DENSITY AS PER ASTM D1557 (4 POINT CURVE ACCEPTABLE), AND IS TO CONFORM TO THE FOLLOWING GRADATION:
 

Sieve Size	% Passing
1 1/2"	100
3/4"	85 - 100
3/8"	50 - 85
1/4"	35 - 80
#10	30 - 75
#20	10 - 60
#40	0 - 10

 0.5% (IF REPROCESS ASPHALT IS USED)
- TOPSOIL PLACED OVER STRUCTURAL FILL IS TO HAVE NO MORE THAN 85% PASSING THE 140 SIEVE (D = 20.0mm), AND MUST BE SEPARATED FROM FILTER STONE WITH EITHER FILTER FABRIC, OR NO LESS THAN 4" OF STRUCTURAL FILL.

**ABBREVIATIONS LEGEND**

ACQ	AT OWNER'S DISCRETION
B/W.N.	BETWEEN
CLR.	CLEAR
COOR.	COORDINATE
CONC.	CONCRETE
CONN.	CONNECT
CONT.	CONTINUOUS
DBL.	DOUBLE
DEG.	DIAGONAL
DIAM.	DIAMETER
DO NOT SCALE	DO NOT SCALE
DWL.	DOWEL
E.A.	EACH
EOR	ENGINEER OF RECORD
ELEV.	ELEVATION
EMBED.	EMBEDMENT
EQ.	EQUAL
EXIST.	EXISTING
EXT.	EXTERIOR
F.C.	CONC. COMPRESSIVE STRENGTH
FIN.	FINISH
FT.	FOOT OR FEET
FTG.	FOOTING
GA	GALVANIZED
H.D.G.	HOT DIPPED GALVANIZED
HORIZ.	HORIZONTAL
IBC	INTERNATIONAL BREC. CODE
IRC	INTERNATIONAL RES. CODE
I.D.	INSER DIAMETER
IN.	INCH
INT.	INTERIOR
LAT.	LATERAL
LONG.	LONGITUDINAL
L	LENGTH
MAX.	MAXIMUM
MIN.	MINIMUM
MAN.	MANUFACTURER
NTS	NOT TO SCALE
OC	ON CENTER
O.D.	OUTER DIAMETER
O.H.	OPPOSITE HAND
PROJ.	PROJECTION
PSF	POUNDS PER SQ. FT.
PSI	POUNDS PER SQ. IN.
PT	PRESSURE TREATED
REIN.	REINFORCEMENT
R.O.P.	ROUGH OPENING
REQ.	REQUIRED
SM.	SIMILAR
SQ.	SQUARE
STD.	STANDARD
T.B.D.	TO BE DETERMINED
T.B.R.	TO BE REMOVED
TYP.	TYPICAL
SQ. FT.	SQUARE FEET
U.N.O.	UNLESS NOTED OTHERWISE
V.I.P.	VERIFY IN FIELD
W	WITH
W.W.F.	WELDED WIRE FABRIC

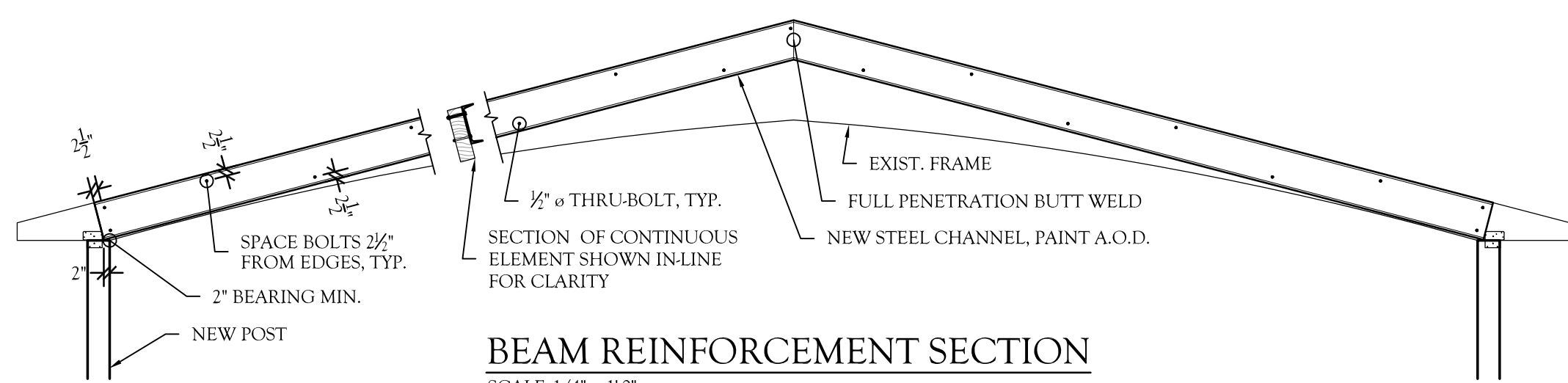
**PAVILION FOUNDATION REPAIR**  
Existing 125'x40' Pavilion Structure  
Camp Oakdale 866 CT-163, Montville, CT

**CLA Engineers, Inc.**  
CIVIL - STRUCTURAL - SURVEYING  
317 Main Street  
Norwich, Connecticut  
(860) 886-1966 Fax (860) 886-9165  
www.claengineers.com

CLA PROJECT NO.	7169
PROJ. ENGINEER	ADB
DATE:	2022.08.09
SHEET NO.	(OF 2 SHEETS)



**FOUNDATION PLAN**  
SCALE: 1/4" = 1'-0"



**BEAM REINFORCEMENT SECTION**  
SCALE: 1/4" = 1'-0"  
NOTE: ALL BOLTS WILL BE EQUIPPED WITH 1 3/8" O.D. H.D.G. WASHERS BETWEEN THE NUT/HEAD AND THE WOOD BEAM.

**GENERAL STRUCTURAL NOTES**

- G1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE 2021 INTERNATIONAL BUILDING CODE, AS AMENDED FOR THE 2022 CONNECTICUT BUILDING CODE.
- G2. THE GENERAL CONTRACTOR SHALL BEAR SOLE RESPONSIBILITY FOR MEANS AND METHODS OF CONSTRUCTION AND SAFETY ON THE JOB SITE.
- G3. THE GENERAL CONTRACTOR SHALL FURNISH COMPLETE SETS OF DRAWINGS TO ALL SUBCONTRACTORS.
- G4. CONTRACTOR SHALL CONTACT "CALL BEFORE YOU DIG" AT 811 AT LEAST 2 FULL WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.

**DESIGN LOADS TABLE**

SNOW LOADS		WIND LOADS	
GROUND SNOW LOAD (Pg)	30 PSF	BASIC WIND SPEED (3SEC)	125 MPH
FLAT ROOF SNOW LOAD (P <sub>f</sub> )	30 PSF	RISK CATEGORY	II
SNOW EXPOSURE FACTOR (C <sub>s</sub> )	1.0	WIND EXPOSURE	B
IMPORTANCE FACTOR (I <sub>s</sub> )	1.0	INTERNAL PRESSURE COEFF.	+/- 0.18
THERMAL FACTOR (C <sub>t</sub> )	1.0	COMPONENTS & CLADDING	PER ASCE 7-10 (CHAPTER 30)
DEFLECTION TOLERANCES		SEISMIC (EARTHQUAKE) LOADS	
PER IBC TABLE 16.4.3 U.N.O.		IMPORTANCE FACTOR (I <sub>e</sub> )	1.0
ELEMENT	LIVE   DEAD+LIVE	MAPPED SPECTRAL RESPONSE ACCELERATION	
FLOORS	L/360   L/240	S <sub>s</sub>	0.165
ROOFS	L/240   L/180	S <sub>1</sub>	0.059
WALLS	L/240   L/180	SITE CLASSIFICATION	D
		SEISMIC DESIGN CATEGORY	B

**STRUCTURAL STEEL**

- S1. MATERIALS:
  - CHANNELS.....ASTM A36
  - BOLTS.....ASTM A307 STD NUT/WASHER, 1 1/2" O.D. WASHER AT WOOD
  - WELDING ELECTRODES.....ASTM A233 E 70 SERIES
- S2. STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST PROVISIONS OF THE "SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, 14TH EDITION AND THE "AISC CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES".
- S3. SHOP AND ERECTION DRAWINGS SHALL BE SUBMITTED BY THE CONTRACTOR FOR ALL STRUCTURAL STEEL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. SUBMIT TWO PRINTS. DO NOT PROCEED WITH FABRICATION WITHOUT SHOP DRAWING REVIEWED BY THE ENGINEER OF RECORD.
- S4. STORE MATERIALS TO PERMIT EASY ACCESS FOR INSPECTION AND IDENTIFICATION. KEEP STEEL MEMBERS OFF GROUND AND SPACED BY USING PALLETS, DUNNAGE, OR OTHER SUPPORTS AND SPACERS. PROTECT STEEL MEMBERS AND PACKAGED MATERIALS FROM CORROSION AND DETERIORATION. DO NOT STORE MATERIALS ON STRUCTURE IN A MANNER THAT MIGHT CAUSE DISTORTION, DAMAGE, OR OVERLOAD TO MEMBERS OR SUPPORTING STRUCTURES. REPAIR OR REPLACE DAMAGED MATERIALS OR STRUCTURES AS DIRECTED. STORE FASTENERS IN A PROTECTED PLACE IN SEALED CONTAINERS WITH MANUFACTURER'S LABELS INTACT. CLEAN AND RELUBRICATE BOLTS AND NUTS THAT BECOME DRY OR RUSTY BEFORE USE.
- S5. ALL WELDING SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICAN WELDING SOCIETY (AWS) STRUCTURAL WELDING CODE STEEL D1.1, LATEST EDITION, BY CERTIFIED WELDERS AND QUALIFIED WELDING PROCEDURES. SHIELDED METAL ARC METHOD OF WELDING SHALL BE USED FOR ALL WORK. WELDING ELECTRODES, WELDING PROCESS, MINIMUM PREHEAT AND INTERPASS TEMPERATURES SHALL BE IN ACCORDANCE WITH THE AISC AND AWS SPECIFICATIONS. ANY STRUCTURAL STEEL DAMAGED BY WELDING IS TO BE REPLACED OR REINFORCED AS ACCEPTABLE TO THE STRUCTURAL ENGINEER.
- S6. ALL INTERIOR/FULLY PROTECTED STEEL SHALL BE SHOP PRIMED AT A MINIMUM. SHOP PRIMER PAINT SHALL BE Tnemec 88-555 METAL PRIMER, RUSTOLEUM 678, DUPONT 771. (MINIMUM 1.5 DFT), OR SSPC-PAINT 25 (SUCH AS INTREPID 200R26). ANY COATING APPLIED OVER PRIMER MUST BE OF A STRONGLY CONTRASTING COLOR. ALL AREAS PRIMER DAMAGED DURING INSTALLATION MUST BE MECHANICALLY CLEANED TO AN SP3 SURFACE AND TOUCHED UP PER THE MANUFACTURER'S RECOMMENDATIONS. AREAS AROUND WELD DAMAGED MUST BE STRIPPED SUFFICIENTLY PAST THE WELD TO REMOVE ANY PAINT COMPROMISED BY THE HEATING.
 

ALL STEEL EXPOSED TO WEATHER (PER IBC "WEATHER-EXPOSED SURFACE") MUST BE HOT DIPPED GALVANIZED (HDG) PER ASTM A123. ALL AREAS OF HDG DAMAGED BY OPERATIONS, ESPECIALLY WELDING, ARE TO BE REPAIRED PER ASTM A780 SOLDER METHODOLOGY UPON COMPLETION OF THE OPERATION TO THE WRITTEN SATISFACTION OF THE ENGINEER.
- S7. VERIFY AND COORDINATE REQUIREMENTS, DIMENSIONS AND LOCATIONS OF MECHANICAL EQUIPMENT PRIOR TO START OF FABRICATION.
- S8. MINIMUM FILLET WELD SIZE SHALL BE 1/4" UNLESS OTHERWISE SHOWN ON THE DRAWINGS. RECORDS OF WELDER QUALIFICATIONS SHALL BE MAINTAINED AND AVAILABLE FOR OWNERS REVIEW.
- S9. ALL STEEL AT AND BELOW FINISHED GRADE OR FLOOR SLAB SHALL RECEIVE TWO (2) COATS OF BITUMINOUS PAINT - OR 3 MINIMUM CONCRETE COVER.

**WOOD NOTES**

- W1. ALL FRAMING EXPOSED TO THE WEATHER OR GROUND CONTACT SHALL BE PRESSURE TREATED (PT) AS REQUIRED, AND SHALL BE SOUTHERN YELLOW PINE #2 (SPY2) OR SUPERIOR. ALL NON-EXPOSED FRAMING LUMBER SHALL BE HEM-FIR NORTH #2, DOUGLAS FIR #2, OR BETTER UNLESS OTHERWISE NOTED. ALL PRESSURE TREATED LUMBER (ACQ) LEVEL OF TREATMENT SHALL BE IN ACCORDANCE W/AWPA STANDARDS FOR RETENTION BASED ON END USE APPLICATION (ABOVE GROUND USE, GROUND CONTACT, DECKING, ETC.).
- W2. ALL CUT ENDS, NOTCHES, AND DRILLED HOLES IN PT LUMBER MUST BE FIELD TREATED PER AWPA M4 STANDARDS, SUCH AS WITH COPPER NAPHTHENATE. OUR OFFICE RECOMMENDS THAT ALL NEW PT LUMBER OPEN TO WEATHER BE TREATED WITH A PENETRATING WATER REDUCER (SUCH AS BOILED LINSEED OIL) IN ORDER TO INCREASE THE LIFE OF THE STRUCTURE.
- W3. ALL METAL FRAMING CONNECTIONS SHALL BE SIMPSON STRONG TIE (SST) OR APPROVED EQUAL.
- W4. ALL METAL HANGERS TO BE GALVANIZED AS FOLLOWS:
  - PRESSURE TREATED WOOD: G-185
  - ALL OTHER WOOD: G-60

SEE PLAN FOR SKEW / SLOPE REQUIREMENTS. ALL HANGERS TO BE FULLY NAILED PER MANUFACTURER'S NAILING SCHEDULE.
- W5. ALL BOLTS, NAILS AND ASSOCIATED FASTENERS EXPOSED TO THE WEATHER SHALL BE HOT DIPPED GALVANIZED PER ASTM A153 WITH A MINIMUM WEIGHT OF ZINC COATING = 1.00 OZ./FT.
- W6. ALL WOOD FRAMING CONNECTIONS SHALL BE FASTENED IN ACCORDANCE WITH "FASTENING SCHEDULE" OF 2009 IRC, UNLESS OTHERWISE INDICATED.
- W7. TREATING THE CUT ENDS OF LUMBER WITH WATER REPELLENT SUCH AS LINSEED OIL OR MOST COMMON PAINTS WILL INCREASE THE RESILIENCY OF ANY FRAMING IN THE EVENT OF FUTURE LEAKING/MOISTURE.
- W8. ALL PROPRIETARY HARDWARE SHALL BE INSTALLED IN COMPLETE ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS.
- W9. UNLESS NOTED OTHERWISE, ALL NAILS ARE TO BE COMMON WIRE NAILS, WITH CORROSION RESISTANCE APPROPRIATE TO THE USE. SELECT FASTENERS OF SIZE THAT WILL NOT FULLY PENETRATE MEMBERS WHERE OPPOSITE SIDE WILL BE EXPOSED TO VIEW OR WILL RECEIVE FINISH MATERIALS. MAKE TIGHT CONNECTIONS BETWEEN MEMBERS. INSTALL FASTENERS WITHOUT SPLITTING WOOD. DRIVE NAILS SQUIG BUT DO NOT COUNTERSINK NAIL HEADS UNLESS OTHERWISE INDICATED. IF POST-FRAME NAILS (RING SHANK OR SPIRAL) ARE SPECIFIED, THE DIAMETER WILL BE BASED ON THE CALL OUT ON PLAN, INTERPRETED AS DESCRIBED BELOW. DIAMETERS MUST MEET OR EXCEED THE FOLLOWING BASED ON THE CALLOUTS IN THE PLANS:
  - 16d-0.162" @ (0.177" POST-FRAME)
  - 10d-0.148" @
  - 8d-0.131" @ (0.135" POST-FRAME)
- W10. BOLTS SHALL BE ASTM A 307-GRADE A STEEL, WITH ASTM A 563 HEX NUTS AND, WHERE INDICATED, FLAT WASHERS.
- W11. COMPLY WITH AFS&PA'S WCD 1, "DETAILS FOR CONVENTIONAL WOOD FRAME CONSTRUCTION," UNLESS OTHERWISE INDICATED.
- W12. DO NOT SPLICE STRUCTURAL MEMBERS BETWEEN SUPPORTS UNLESS OTHERWISE INDICATED.
- W13. STACK LUMBER FLAT WITH SPACERS BENEATH AND BETWEEN EACH BUNDLE TO PROVIDE AIR CIRCULATION. PROTECT LUMBER FROM WEATHER BY COVERING WITH WATERPROOF SHEETING, SECURELY ANCHORED. PROVIDE FOR AIR CIRCULATION AROUND STACKS AND UNDER COVERINGS.

**STRUCTURAL EARTHWORK**

- E1. IN ABSENCE OF A SUB-SURFACE EXPLORATION AND GEOTECHNICAL REVIEW, THESE DESIGNS REQUIRE THAT IT BE FIELD VERIFIED THAT NO MATERIALS CONTAINING ORGANICS, VOIDS, DEBRIS, RUBBLE, PLASTICS, FATTY CLAYS, ASH, OR SOLUBLE MATERIAL BE PRESENT WITHIN THE BEARING AREA, WHICH IS TO BE TAKEN AS 10' BEYOND THE OUTER FOOTING EDGE. THIS MAY BE VERIFIED VIA TEST PITS OR BORINGS, AS NECESSARY.
- E2. FROM BOTTOM OF FOOTING TO UNDERSIDE OF SLAB, FILL SHALL BE PLACED IN 8" LOOSE LAYERS AND COMPACTED TO 95% MAXIMUM DENSITY PER ASTM D-1557 (3-POINT CURVE ACCEPTABLE).
- E3. FROM STRIPLINE TO BOTTOM OF FOOTING, FILL SHALL BE PLACED IN 8" LOOSE LAYERS AND COMPACTED TO 95% MAXIMUM DENSITY AS PER NOTE E2.
- E4. FOUNDATIONS ARE DESIGNED FOR A SOIL BEARING VALUE OF 3000 P.S.F..
- E5. ALL STRUCTURAL FILL IS TO BE SOUND/DURABLE MATERIAL FREE OF DEBRIS, ORGANICS, ASPHALT AND VOIDS, COMPACTED TO 95% OF ITS MAXIMUM DRY DENSITY AS PER ASTM D-1557 (3-POINT CURVE ACCEPTABLE), AND IS TO CONFORM TO THE FOLLOWING GRADATION:
 

Sieve Size	% Passing
3/4"	100
1 1/2"	85 - 100
1/2"	50 - 85
3/8"	35 - 80
#10	30 - 75
#40	10 - 40
#200	0 - 10 <sup>a</sup>

<sup>a</sup> 0.5% IF REPROCESSED ASPHALT IS USED
- E6. TOPSOIL PLACED OVER STRUCTURAL FILL IS TO HAVE NO MORE THAN 85% PASSING THE 140 SIEVE (D<sub>10</sub> > 20.0mm), AND MUST BE SEPARATED FROM FILTER STONE WITH EITHER FILTER FABRIC OR NO LESS THAN 4" OF STRUCTURAL FILL.

**ABBREVIATIONS LEGEND**

A.O.D. = AT OWNER'S DISCRETION	FT. = FOOT OR FEET	PSF = POUNDS PER SQ. FT.
BTWN. = BETWEEN	FTG. = FOOTING	PSI = POUNDS PER SQ. IN.
CLR. = CLEAR	GA. = ga. = GAUGE (THICKNESS)	PT = PRESSURE TREATED
COORD. = COORDINATE	H.D.G. = HOT DIPPED GALVANIZED	REINF. = REINFORCEMENT
CONC. = CONCRETE	HORIZ. = HORIZONTAL	R.O. = ROUGH OPENING
CONN. = CONNECT	IBC = INTERNATIONAL BLDG. CODE	REQ. = REQUIRED
CONT. = CONTINUOUS	IRC = INTERNATIONAL RES. CODE	SIM. = SIMILAR
DBL. = (2) = DOUBLE	LD. = INNER DIAMETER	SQ. = SQUARE
DEG. = ° = DEGREES	IN. = INCH	STD. = STANDARD
DIA. = ø = DIAMETER	INT. = INTERIOR	T.B.D. = TO BE DETERMINED
DNS = DO NOT SCALE	LAT. = LATERAL	T.B.R. = TO BE REMOVED
DWL. = DWEL	LONG. = LONGITUDINAL	THR. = THREADED
EA. = EACH	L = DEVELOPMENT LENGTH	TYP. = TYPICAL
EA.R. = ENGINEER OF RECORD	MAX. = MAXIMUM	SQ. FT. = SQUARE FEET
ELEV. = ELEVATION	MIN. = MINIMUM	U.N.O. = U.O.N. = UNLESS NOTED OTHERWISE
EMBED. = EMBEDMENT	MFR. = MANUFACTURER	VERT. = VERTICAL
EQ. = EQUAL	NTS. = NOT TO SCALE	V.I.F. = VERIFY IN FIELD
EXIST. = EXISTING	O.C. = ON CENTER	w/- = WITH
EXT. = EXTERIOR	O.D. = OUTER DIAMETER	W.W.F. = WELDED WIRE FABRIC
f <sub>c</sub> = CONC. COMPRESSIVE STRENGTH	O.H. = OPPOSITE HAND	
FIN. = FINISH	PROJ. = PROJECTION	

REVISION	REPAIR FOOTINGS RATHER THAN REPLACE
DATE	2022-12-20
NUMBER	1

**PAVILION FOUNDATION REPAIR**  
Existing 125'x40' Pavilion Structure  
Camp Oakdale 866 CT-163, Montville, CT  
ROOF REPAIR AT STAGE

**CLA Engineers, Inc.**  
CIVIL - STRUCTURAL - SURVEYING  
317 Main Street  
Norwich, Connecticut  
(860) 886-1966 Fax (860) 886-9165  
www.claengineers.com

CLA PROJECT NO.	7169
PROJ. ENGINEER	ADB
DATE:	2022-08-09
SHEET NO.	(OF 2 SHEETS)

M:\7000\7100\7109 Pavilion Inspection\Drawings\Struct\7169 - Camp Oakdale Pavilion - Foundation Repair Plan - R1.dwg

