

Project Manual for Riverfront Land Development Project: Phases 1A, 1B, & 2A

Riverfront Recapture, Inc.
228 Leibert Rd, Hartford, Connecticut
100 Meadow Road, Windsor, Connecticut

October 20, 2025

SECTION 00 01 03 - PROJECT DIRECTORY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Identification of project team members and their contact information.

1.2 OWNER:

- A. Name: Riverfront Recapture, Inc.

Address Line 1: 50 Columbus Blvd.

City: Hartford.

State: CT.

Zip Code: 06106.

- B. Primary Contact: All correspondence from the Contractor to the Engineer will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.

Name: Marc A. Nicol, Director of Park Planning & Development.

Email: MNicol@Riverfront.org.

Telephone: (860) 713-3131 Ext. 334

1.3 CONSULTANTS:

- A. Engineer: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Engineer's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.

1. Company Name: Fuss & O'Neill, Inc..

Address Line 1: One Financial Plaza, 15th Floor.

City: Hartford.

State: CT.

Zip Code: 06103.

2. Primary Contact:

Name: Nicholas Roy, PE, Senior Civil Engineer.

FUSS & O'NEILL

Riverfront Land Development Project: Phases 1A, 1B, & 2A

Riverfront Recapture, Inc.

Project No. 20170277.S10

Email: nicholas.roy@fando.com.

Telephone: (860) 783-4762

PART 2 PRODUCTS - NOT USED

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1.2 RELATED DOCUMENTS

- A. Document 00 43 36 - Proposed Subcontractors Form.
- B. Document 00 73 00 - Supplementary Conditions:

INVITATION

2.1 PROCUREMENT TIMETABLE

- A. Mandatory Prebid Conference: November 5, 2025 at 1:00 PM.
- B. Mandatory Prebid Site Walk: Following the Prebid Conference.
- C. Last Bid Requests for Information Due: 14 days prior to due date of bids.
- D. Last Bid Addendum: 7 days prior to due date of bids.
- E. Bid Due Date: November 25, 2020, before 3 PM local time.
- F. Bid Opening: Same day, 4 PM local time.
- G. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

2.2 BID REQUESTS FOR INFORMATION

- A. All Bid questions should be addressed to the Owner, Marc Nicol, Director of Park Planning & Development electronically via email to parkprojects@riverfront.org with a copy to the Engineer, Nicholas Roy, PE, Senior Civil Engineer electronically via email to nicholas.roy@fando.com.

2.3 BID SUBMISSION

- A. Bids signed, executed, and dated will be received by the Owner electronically. Submit bids via email to Marc Nicol, Director of Park Planning & Development, parkprojects@riverfront.org before 3 PM local time on November 25, 2025.
- B. Offers submitted after the above time will be returned to the bidder unopened.
- C. Offers will be opened at 4 p.m. on November 25, 2025, at the office of the Owner.

2.4 INTENT

- A. The central vision for the project is transforming this land into a public park that embodies Riverfront Recapture's mission to connect people with the Connecticut River. The remediation of the land and construction of the cove is a vital step in that process. Riverfront Recapture values employment opportunities being provided for Hartford and Windsor residents so local communities benefit from and take part in the work we are doing to connect the region with the river.
- B. The intent of this Bid request is to obtain an offer to perform work to complete the Riverfront Land Development Project: Phases 1A, 1B, & 2A for a Unit Price contract, in accordance with Contract Documents.

2.5 FUNDING

- A. The work performed will be partially funded through the Connecticut Department of Economic and Community Development (DECD) OBRD Brownfields grant funds.
- B. The work performed will be partially funded through a Multipurpose, Assessment, RLF, and Cleanup (MARC) Grant from the Environmental Protection Agency (EPA).

2.6 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises of the following classifications:
 - 1. Landscaping
 - 2. Sitework
 - 3. Remediation of Impacted Soil by a Contractor or Subcontractor registered under the anticipated CT DEEP 454 Contractor General Permit.

2.7 CONTRACT TIME

- A. Perform the Work in 250 calendar days.

- B. The project site is impacted by flooding from the Connecticut River. Refer to Drawing C-001 – General Notes, Work Restrictions Notes 3, 3.1, and 3.2 and Drawing C-001 – General Notes, Flood Contingency Plan.
- C. When flooding from the Connecticut River occurs and when no other work can be scheduled a weather day will be tracked, weather days will not be counted towards contract days, and no additional payment will be made.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.1 DEFINITIONS

- A. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.
- B. Bid, Offer, or Bidding: Act of submitting an offer.
- C. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.2 AVAILABILITY

- A. Bid documents may be obtained on the CT DAS Contracting Portal.

3.3 EXAMINATION

- A. Upon receipt of Bid Documents verify that documents are complete. Notify Engineer should the documents be incomplete.
- B. Immediately notify Engineer upon finding discrepancies or omissions in the Bid Documents.

3.4 INQUIRIES/ADDENDA

- A. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- B. Verbal answers are not binding on any party.

SITE ASSESSMENT

4.1 PREBID CONFERENCE

- A. A mandatory prebid conference has been scheduled for 1 p.m. on November 5, 2025 at the location of Project.
- B. All general contract bidders are invited.
- C. Representatives of Engineer will be in attendance.
- D. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of Contract Documents.

- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.1 PREQUALIFICATION

- A. Contract shall comply with Connecticut General Statutes (CGS) Section 4b-91. As a prerequisite for selecting the Lowest Responsible and Qualified Bidder, the Bidder must also be pre-qualified with the State of Connecticut Department of Administrative Services (DAS). Bidder shall provide a Contractor's Qualification Statement, certifying compliance with CGS Sec. 4b-91.

5.2 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.

BID SUBMISSION

6.1 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Bids signed, executed, and dated will be received by the Owner electronically. Submit bids via email to Marc Nicol, Director of Park Planning & Development, parkprojects@riverfront.org before 3 PM local time on November 25, 2025.

6.2 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.

BID ENCLOSURES/REQUIREMENTS

7.1 BID BOND

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.

- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Include the cost of bid security in the Bid Amount.
- D. If no contract is awarded, all security deposits will be returned.

7.2 PERFORMANCE BOND

- A. Accepted Bidder: Provide a Performance bond as described in 00 73 00 - Supplementary Conditions.
- B. Include the cost of Performance Bond in the Bid Amount.

7.3 LABOR & MATERIAL PAYMENT BOND

- A. Accepted Bidder: Provide a Labor & Material Payment Bond as described in 00 73 00 - Supplementary Conditions.
- B. Include the cost of Labor & Material Payment Bond in the Bid Amount.

7.4 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.
- B. Taxes: Refer to Document 00 73 00 - Supplementary Conditions for inclusion of taxes and products that are tax exempt.

7.5 COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS

- A. All bidders must complete, sign, and return the "Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders" form to the grantee at the time of bid opening. Bids not including this form should be considered incomplete and rejected. This form is attached and can also be found at: <https://portal.ct.gov/-/media/chro/cc-documents/notificationtobidderspdf>
- B. This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-aside goals.
- C. The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

- D. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.
- E. Submit an affirmative action plan to CHRO within 30 days following the intent to award notice and must be approved by the CHRO prior to the award of the construction contract.
- F. A retainage of 2% per month of the total contract value will be applied until the contractor has submitted an approved affirmative action plan to CHRO and CHRO has granted approval.

7.6 FEES FOR CHANGES IN THE WORK

- A. Include the fees for overhead and profit on own Work and Work by subcontractors, identified in Document 00 73 00 - Supplementary Conditions.

7.7 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
 - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7.8 ADDITIONAL BID INFORMATION

- A. Submit the following Supplements concurrent with bid submission:
 - 1. Contractor's Qualification Statement, certifying compliance with CGS Sec. 4b-91
 - 2. CHRO Contract Compliance Regulations Notification to Bidders

3. Document 00 43 36 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

OFFER ACCEPTANCE/REJECTION

8.1 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

8.2 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Engineer on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER. MINORITY/WOMEN'S BUSINESS ENTERPRISES ARE ENCOURAGED TO APPLY. THIS CONTRACT IS SUBJECT TO STATE SET-ASIDE AND CONTRACT COMPLIANCE REQUIREMENTS.

END OF SECTION 00 21 13

SECTION 00 31 00 - AVAILABLE PROJECT INFORMATION**PART 1 GENERAL****1.1 EXISTING CONDITIONS**

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of Contract Documents, as follows:
1. The plan entitled "Sheet 1 of 1, Property Survey, Land to be Acquired by Riverfront Recapture, Inc, Russo Lower Farm, 228,590H,600H610 Libert Road, Hartford, Connecticut, 100 Meadow Road, Windsor, Connecticut" Dated 09/27/19, Scale 1" = 100', Prepared by Close, Jensen & Miller, P.C., 1137 Silas Deane Highway, Wethersfield, CT 06109.
 2. Preliminary Geotechnical Engineering Report, RLI Project, Hartford/Windsor, CT, prepared for Riverfront Recapture Inc. prepared by Fuss & O'Neill, Inc. dated October 2020.
 3. Phase II/III Environmental Site Assessment, Portion of Windsor Meadows State Park, DEEP Remediation No.: TBD, prepared for Riverfront Recapture Inc., prepared by Fuss & O'Neill, Inc. dated April 2021, Updated November 2021.
 4. Phase II/III Environmental Site Assessment, Riverfront Land Inc. Properties, 228, 690, 600, & 610 Leibert Road, Hartford, CT & 100 & 120 Meadow Road, Windsor, CT, DEEP Remediation No.: 14420 prepared for Riverfront Recapture Inc., prepared by Fuss & O'Neill, Inc. dated November 2018, Revised January 2022.
 5. Phoenix Environmental Laboratories, Inc. Lab Report GCT22559: Waste characterization samples collected by the Engineer on May 8, 2025, from stockpiles H/I, K, and W.
 6. Phoenix Environmental Laboratories, Inc. Lab Report GCT36739: Waste characterization samples collected by the Engineer on May 28, 2025, from stockpiles H/I, K, and W.
 7. Remedial Action Plan, RLI Project, Hartford/Windsor, CT, prepared for Riverfront Recapture Inc., prepared by Fuss & O'Neill, Inc. dated July 2025.
 8. RLI Project / Connecticut River Hydraulic & Floodway Report, State Project No. 63-721, prepared for Riverfront Recapture Inc., prepared by Fuss & O'Neill, Inc. dated June 2025 (Last Revised July 2025).
 9. Stormwater Pollution Control Plan, Riverfront Land Incorporated, Parcel 1: 228 Leibert Road, Hartford/ 100 Meadow Road, Windsor, Parcel 2: 590 Leibert Road, Hartford, Parcel 3: 600 Leibert Road, Hartford/ 120 Meadow Road, Windsor, Parcel 4: 610 Leibert Road, Hartford, Parcel 5: Windsor Meadows State Park, prepared for Riverfront Recapture Inc., 50 Columbus Blvd, Hartford, CT, 06106, prepared by Fuss & O'Neill, Inc. dated July 2025.

1.2 PERMITS

- A. Owner has obtained the following permits and/or approvals, that are required to be secured prior to commencement of construction work on this project:
 - 1. General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities.
 - 2. Flood Management Certification.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 31 00

SECTION 00 41 00 - BID FORM**THE PROJECT AND THE PARTIES****1.1 TO:**

A. Riverfront Recapture, Inc. (Owner)

50 Columbus Blvd

Hartford, CT 06106

1.2 FOR:

A. Riverfront Land Development Project: Phases 1A, 1B, & 2A

228 Leibert Rd, Hartford, Connecticut

100 Meadow Road, Windsor, Connecticut

1.3 DATE: _____ (BIDDER TO ENTER DATE)**1.4 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

A. Bidder's Full Name _____

1. Address _____

2. City, State, Zip _____

1.5 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by the Engineer for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form of:

B. _____ dollars
(\$ _____), in lawful money of the United States of America.

C. We have included the required Bid Bond as required by the Instruction to Bidders.

D. All applicable federal taxes are included and State of Connecticut taxes are included in the Bid Sum.

1.6 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of acceptance of this bid.
 2. Furnish the required bonds within seven days of receipt of acceptance of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.7 CONTRACT TIME

- A. If this Bid is accepted, we will:
1. Complete the Work in 250 calendar days from date of executed agreement.

1.8 UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

Item No.	Item Name	No. of Units	Unit of Measure	Unit Price Bid Price in Words	Unit Price Computed Total Bid Price in Figures
1	Mobilization, Demobilization and Miscellaneous Construction	1	Lump Sum	The Lump Sum price of: Dollars and cents [in words]	(\$ <u> </u>) [in figures]
2	Prepare Health and Safety Plan	1	Lump Sum	The Lump Sum price of: Dollars and cents [in words]	(\$ <u> </u>) [in figures]
3	Disposal of Soil Stockpiles H/I K and W and Soil at Borings SB-15R and SB-15	1,400	Tons	The per Ton price of: Dollars and cents [in words]	(\$ <u> </u>) [in figures]

4	Excavation and Stockpiling of Impacted Soil from Remedial Areas	1,600	Yards	The per Cubic Yard price of: Dollars and cents [in words]	(\$_____) [in figures]
5	Excavation and Stockpiling of Impacted Soil from Cove Excavation Area	11,300	Yards	The per Cubic Yard price of: Dollars and cents [in words]	(\$_____) [in figures]
6	Excavation and Stockpiling Impacted Soil from Cove Dredge Area	1,030	Yards	The per Cubic Yard price of: Dollars and cents [in words]	(\$_____) [in figures]
7	Excavation of Phase 2A Cove Excavation Area	130,000	Yards	The per Cubic Yard price of: Dollars and cents [in words]	(\$_____) [in figures]
8	Backfilling with Reuseable Soil in Designated Areas	105,000	Yards	The per Cubic Yard price of: Dollars and cents [in words]	(\$_____) [in figures]
9	Offsite Disposal of Surplus Subsoil	25,000	Yards	The per Cubic Yard price of: Dollars and cents [in words]	(\$_____) [in figures]
10	Site Stabilization	1	Lump Sum	The Lump Sum price of: Dollars and cents [in words]	(\$_____) [in figures]

1.9 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # _____ Dated _____.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

1.10 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Contractor's Qualification Statement, certifying compliance with CGS Sec. 4b-91
 2. CHRO Contract Compliance Regulations Notification to Bidders
 3. Document 00 43 36 - Proposed Subcontractors Form: Include the names of Subcontractors and the portions of the Work they will perform.

1.11 BID FORM SIGNATURE(S)

- A. The Corporate Seal of

(Bidder - print the full name of your firm)

- B. was hereunto affixed in the presence of:

(Authorized signing officer, Title)

- C. (Seal)

(Authorized signing officer, Title)

END OF SECTION 00 41 00

SECTION 00 43 36 - PROPOSED SUBCONTRACTORS FORM

PARTICULARS

1.1 HERewith IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:

1.2 (BIDDER) _____

1.3 DATED _____ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**1.4 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS
AND COORDINATED BY US:**

LIST OF SUBCONTRACTORS:

END OF SECTION 00 43 36

SECTION 00 72 00 - GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

- 1.1 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.**

RELATED REQUIREMENTS

- 2.1 SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS.**

- 2.2 SECTION 01 42 16 - DEFINITIONS.**

SUPPLEMENTARY CONDITIONS

- 3.1 REFER TO DOCUMENT 00 73 00 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.**

END OF SECTION 00 72 00

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Riverfront Land Development Project: Phases 1A, 1B & 2A
228 Leibert Road, Hartford, Connecticut
100 Meadow Road, Windsor, Connecticut

THE OWNER:

(Name, legal status and address)

Riverfront Recapture, Inc.
50 Columbus Blvd.
Hartford, CT 06106

THE ARCHITECT:

(Name, legal status and address)

Fuss & O'Neill, Inc.
One Financial Plaza, 15th Floor
Hartford, CT 06103

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ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or

contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor

has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any

existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.

When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract

Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a

Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Additions and Deletions Report for

AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:57:00 EDT on 10/10/2025.

Changes to original AIA text

PAGE 3

8.3.1, 15.3.2, ~~15.4-~~

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~~3.14~~, 6.2.5-

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Variable Information

PAGE 1

Riverfront Land Development Project: Phases 1A, 1B & 2A

228 Leibert Road, Hartford, Connecticut

100 Meadow Road
, Windsor, Connecticut

Riverfront Recapture, Inc.

50 Columbus Blvd.

Hartford, CT 06106

Fuss & O'Neill, Inc.

One Financial Plaza, 15th Floor

Hartford, CT 06103

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicholas Roy, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:57:00 EDT on 10/10/2025 under Order No. 20250123539 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Senior Civil Engineer

(Title)

10/10/2025

(Dated)

SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS**PART 1 GENERAL****1.1 SUMMARY**

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 72 00 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.2 MODIFICATIONS TO GENERAL CONDITIONS

Delete Section 2.3.6 and substitute the following:

§ 2.3.6 The Owner shall furnish the Contractor zero (0) paper copies of the Contract Documents. An electronic copy in Adobe™ PDF format will be provided.

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Engineer for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.6.1 Tax Exempt Status: Riverfront Recapture, Inc. is an Exempt Entity from sales and use taxes. The Owner will provide a Tax Exempt Certificate to the awarded Contractor for their records.

§ 3.12.11 The Engineer's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittals. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

§ 3.12.12 The Owner is entitled to obtain reimbursement from the Contractor for the Engineer's review of Contractor's alternate means, methods, design, delegated design purview, material substitution, etc., proposed by Contractor, deviating from that specified on Subcontract documents.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
2. For the Contractor, for Work performed by the Contractor's Subcontractors, 5 percent of the amount due the Subcontractors.
3. For each Subcontractor involved, for Work performed by that Subcontractor's own forces, 10 percent of the cost.
4. For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.

§ 7.1.5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000 be approved without such itemization.

§ 9.3.1.3 In making such Application For Payment for the Work, there shall be deducted five percent (5%) of the amount of each Application for Payment to be retained by the Owner as Retainage until Final Completion. If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage cannot be paid until 91 days after the date on the Certificate of Substantial Completion.

§ 9.8.3.1 The Engineer will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.10.1.1 The Engineer will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 11.1.1.1 Listed the following as additionally insured on insurance certificates:

1. Riverfront Recapture, Inc.
2. Riverfront Land, Inc.
3. State of Connecticut

§ 11.1.1.1.1 The "Hold Harmless" Indemnification endorsement of the insurance shall include the interest of the Owner and the State of Connecticut. The Contractor and Subcontractors and other interests shall be so named.

§ 11.1.1.2 The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

1. \$1,000,000 Each Occurrence
2. \$2,000,000 General Aggregate
3. \$5,000,000 Umbrella Coverage
4. The policy shall be endorsed to have the General Aggregate apply to this Project only.
5. The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201™-2007 under Section 3.18.

§ 11.1.1.3 Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage: \$1,000,000 Each Accident.

§ 11.1.1.5 If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715™-1991, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED****END OF SECTION 00 73 00**

**SECTION 00 73 44 - PREVAILING WAGE RATES/CONTRACTOR'S WAGE
CERTIFICATION/PAYROLL CERTIFICATION****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Minimum Rates and Classifications for Heavy/Highway Construction.

1.2 DAVIS BACON ACT/PREVAILING WAGE

- A. As the Project has received a Multipurpose, Assessment, and Cleanup (MARC) Grant from the Environmental Protection Agency (EPA) and shall pay prevailing wages rates for any cleanup, remediation, and associated construction work.
- B. As per CGS Section 31-53c, any business organization that receives DECD financial assistance totaling one million dollars or more, shall pay prevailing wages rates for any construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair contracts entered into.
- C. As the grantee has received more than one million dollars in DECD financial assistance, the requirements set forth in CGS Section 31-53c do apply and prevailing wage is required for Project bidding or contracts.
- D. Submit monthly certified payroll records to the Owner that contain among other items, a signed statement from the employer that (a) the records are correct, (b) the employer met the prevailing wage law's requirements, and (c) the employer understands the penalties for knowingly filing false payroll records. The Owner shall keep records satisfactory to DECD and hold DECD harmless in any disputes regarding Conn. Gen. Stat. Sec. 31-53c.
- E. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer, or worker on the work herein contracted to be done and the amount of the payment or contribution paid or payable on behalf of each person to any employee, welfare fund, as defined in subsection (i) of the section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer, or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.
- F. The U. S. Secretary of Labor's latest decision and the State of Connecticut Wage Schedule are all incorporated in the documents. The higher rate (Federal or State) for any given occupation shall prevail. At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as the annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor.

G. Project:

1. Riverfront Land Development Project: Phases 1A, 1B, & 2A
228 Leibert Rd, Hartford, Connecticut
100 Meadow Road, Windsor, Connecticut

H. The following pages contain:

1. Contractors Wage Certification Form: 1 page
2. Notice to all Mason Contractors reference Section 31-53 of C.G.S. (Prevailing Wages): 1 page
3. Prevailing Wage Rates (Hartford) - English: 10 pages
4. Prevailing Wage Rates (Windsor) - English: 10 pages
5. Federal Wage Rates - English: 10 pages
6. Informational Bulletin - Occupational Classifications: 6 pages
7. Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course: 2 pages
8. Footnotes: 2 pages
9. Special Notice re Wage Rate Adjustments: 1 page
10. Weekly Payroll Certification Form (WWS-CP1): 1 page
11. Fringe Benefits Explanation (P): 1 page
12. Weekly Payroll Certification Form (WWS-CP2): 1 page
13. Prevailing Wage Law Poster: 1 page

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

Return to:

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

Rate Schedule Issued (Date): _____

November 29, 2006

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

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

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

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

Forklift Operator:

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

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

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

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

Project: Riverfront Land Development, Phase 1A, 1B, & 2A

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 25-10651

Connecticut Department of Labor
Wage and Workplace Standards Division

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

Project Number: Project Town: Hartford
State#: FAP#:
Project: Riverfront Land Development, Phase 1A, 1B, & 2A

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	48.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	43.14	34.74
2) Carpenters, Piledrivermen	42.03	29.19
2a) Diver Tenders	42.03	29.19
2b) Divers Effluent	67.52	29.19
3) Divers	50.49	29.19
03a) Millwrights	43.25	29.13
03b) Carpenter-Welder	42.53	29.19
03c) Carpenter: Working with creosote lumber or acid	43.03	29.19

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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	59.7	26.65
4a) Painters: Brush and Roller	39.57	26.50
4b) Painters: Spray	42.57	26.50
4bc) Painters: Spray Helper	40.57	26.50
4c) Painters: Steel Only	41.57	26.50
4d) Painters: Blast	44.57	26.50
4de) Painter: Blast Helper	40.57	26.50
4e) Painters: Tanks, Tower and Swingstage etc.	41.57	26.50
4f) Elevated Tanks (60 feet and above)	48.57	26.50
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	48.25	35.22+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	43.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	50.58	36.30
----LABORERS-----		
8) Group 1: General Laborers and concrete specialist	35.7	28.85

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8) Group 1a: Acetylene Burners (Hours worked with a torch)	36.7	28.85
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	35.95	28.85
10) Group 3: Pipelayers	36.2	28.85
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	36.2	28.85
12) Group 5: Toxic waste removal (non-mechanical systems)	37.7	28.85
13) Group 6: Blasters	37.45	28.85
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	38.7	28.85
Group 8: Traffic control signalmen	21.42	28.85
Group 9: Hydraulic Drills	36.45	28.85
Group 10: Toxic Waste Removers A or B With PPE	38.7	28.85
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	37.93	28.85 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	36.96	28.85 + a

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14) Concrete Workers, Form Movers, and Strippers	36.96	28.85 + a
15) Form Erectors	37.29	28.85 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	36.96	28.85 + a
17) Laborers Topside, Cage Tenders, Bellman	36.85	28.85 + a
18) Miners	37.93	28.85 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: --- -		
18a) Blaster	44.42	28.85 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	44.22	28.85 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	42.24	28.85 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	45.01	28.85 + a
----TRUCK DRIVERS----(*see note below)		
Block Truck	37.48	32.68 + a
2 Axle	36.16	32.68 + a

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Helpers	34.66	32.68 + a
Three Axle Trucks; Two Axle Mixer	36.27	32.68 + a
Three Axle Mixer	36.33	32.68 + a
Four Axle Trucks	36.39	32.68 + a
Four Axle Mixer	37.19	32.68 + a
5 Axle	36.39	32.68 + a
5 Axle Mixer	37.19	32.68 + a
Heavy Duty Trailer (40 tons and over)	38.66	32.68 + a
Heavy Duty Trailer (up to 40 tons)	37.39	32.68 + a
Snorkle Truck	36.54	32.68 + a
Swivel Dump and Tack Truck	36.39	32.68 + a
Euclids and Semi Trailer	36.44	32.68 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	58.19	29.80 + a

As of: October 17, 2025

Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	53.33	29.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	57.78	29.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	56.79	29.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	52.92	29.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	51.92	29.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	51.42	29.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	50.63	29.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	50.63	29.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	50.22	29.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	49.77	29.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	49.25	29.80 + a

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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	48.67	29.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	45.96	29.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	45.96	29.80 + a
Group 12: Wellpoint Operator.	45.87	29.80 + a
Group 13: Compressor Battery Operator.	45.12	29.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	43.6	29.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	43.06	29.80 + a
Group 16: Maintenance Engineer.	42.2	29.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	47.91	29.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	44.7	29.80 + a
Surveyor: Chief of Party	48.16	29.80 + a
Surveyor: Assistant Chief of Party	44.41	29.80 + a
Surveyor: Instrument Man	42.73	29.80 + a

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Surveyor: Rodman or Chairman	36.78	29.80 + a
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**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	59.91	33.94
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21) Heavy Equipment Operator	51.84	29.95
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22) Equipment Operator, Tractor Trailer Driver, Material Men	50.92	30.78
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23) Driver Groundmen	44.93	28.41
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23a) Groundman Experienced	32.95	13.95
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----OUTSIDE LINE CONSTRUCTION----

24) Driver Groundmen	43.78	28.41
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25) Groundmen	32.1	13.95
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26) Heavy Equipment Operators	50.51	29.95
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27) Linemen, Cable Splicers, Dynamite Men	58.37	33.94
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28) Material Men, Tractor Trailer Drivers, Equipment Operators	49.61	30.78
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As of: October 17, 2025

29) Technician	56.12	32.85
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----COMMUNICATION----

Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	48.84	18.07
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----DREDGING----

Class A1: Mechanical Dredge Operator	48.48	17.32+a+b
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Class B1: Maintenance Engineer	41.93	16.87+a+b
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Class C1: Mate/Welder	38.38	16.62+a+b
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Class D: Deckhand	30.86	16.09+a+b
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Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

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

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

Truck Drivers: Trainers Premium: \$3.00 over wage rate.

Truck Drivers: Night Premium - Mixer Drivers: \$2.00 over wage rate.

- Crane with 150 ft. boom (including jib) - \$1.50 extra
- Crane with 200 ft. boom (including jib) - \$2.50 extra
- Crane with 250 ft. boom (including jib) - \$5.00 extra
- Crane with 300 ft. boom (including jib) - \$7.00 extra
- Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project: Riverfront Land Development, Phase 1A, 1B, & 2A

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 25-10652

Connecticut Department of Labor
Wage and Workplace Standards Division

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

Project Number: Project Town: Windsor
State#: FAP#:
Project: Riverfront Land Development, Phase 1A, 1B, & 2A

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	48.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	43.14	34.74
2) Carpenters, Piledrivermen	42.03	29.19
2a) Diver Tenders	42.03	29.19
2b) Divers Effluent	67.52	29.19
3) Divers	50.49	29.19
03a) Millwrights	43.25	29.13
03b) Carpenter-Welder	42.53	29.19
03c) Carpenter: Working with creosote lumber or acid	43.03	29.19

As of: October 17, 2025

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	59.7	26.65
4a) Painters: Brush and Roller	39.57	26.50
4b) Painters: Spray	42.57	26.50
4bc) Painters: Spray Helper	40.57	26.50
4c) Painters: Steel Only	41.57	26.50
4d) Painters: Blast	44.57	26.50
4de) Painter: Blast Helper	40.57	26.50
4e) Painters: Tanks, Tower and Swingstage etc.	41.57	26.50
4f) Elevated Tanks (60 feet and above)	48.57	26.50
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	48.25	35.22+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	43.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	50.58	36.30
----LABORERS-----		
8) Group 1: General Laborers and concrete specialist	35.7	28.85

As of: October 17, 2025

8) Group 1a: Acetylene Burners (Hours worked with a torch)	36.7	28.85
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	35.95	28.85
10) Group 3: Pipelayers	36.2	28.85
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	36.2	28.85
12) Group 5: Toxic waste removal (non-mechanical systems)	37.7	28.85
13) Group 6: Blasters	37.45	28.85
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	38.7	28.85
Group 8: Traffic control signalmen	21.42	28.85
Group 9: Hydraulic Drills	36.45	28.85
Group 10: Toxic Waste Removers A or B With PPE	38.7	28.85
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	37.93	28.85 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	36.96	28.85 + a

As of: October 17, 2025

----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	36.96	28.85 + a
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15) Form Erectors	37.29	28.85 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	36.96	28.85 + a
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17) Laborers Topside, Cage Tenders, Bellman	36.85	28.85 + a
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18) Miners	37.93	28.85 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ---
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18a) Blaster	44.42	28.85 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	44.22	28.85 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	42.24	28.85 + a
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21) Mucking Machine Operator, Grout Boss, Track Boss	45.01	28.85 + a
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----TRUCK DRIVERS----(*see note below)

Block Truck	37.48	32.68 + a
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2 Axle	36.16	32.68 + a
Helpers	34.66	32.68 + a
Three Axle Trucks; Two Axle Mixer	36.27	32.68 + a
Three Axle Mixer	36.33	32.68 + a
Four Axle Trucks	36.39	32.68 + a
Four Axle Mixer	37.19	32.68 + a
5 Axle	36.39	32.68 + a
5 Axle Mixer	37.19	32.68 + a
Heavy Duty Trailer (40 tons and over)	38.66	32.68 + a
Heavy Duty Trailer (up to 40 tons)	37.39	32.68 + a
Snorkle Truck	36.54	32.68 + a
Swivel Dump and Tack Truck	36.39	32.68 + a
Euclids and Semi Trailer	36.44	32.68 + a

----POWER EQUIPMENT OPERATORS----

As of: October 17, 2025

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	58.19	29.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	53.33	29.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	57.78	29.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	56.79	29.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	52.92	29.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	51.92	29.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	51.42	29.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	50.63	29.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	50.63	29.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	50.22	29.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	49.77	29.80 + a

As of: October 17, 2025

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	49.25	29.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	48.67	29.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	45.96	29.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	45.96	29.80 + a
Group 12: Wellpoint Operator.	45.87	29.80 + a
Group 13: Compressor Battery Operator.	45.12	29.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	43.6	29.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	43.06	29.80 + a
Group 16: Maintenance Engineer.	42.2	29.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	47.91	29.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	44.7	29.80 + a
Surveyor: Chief of Party	48.16	29.80 + a
Surveyor: Assistant Chief of Party	44.41	29.80 + a

As of: October 17, 2025

Surveyor: Instrument Man	42.73	29.80 + a
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Surveyor: Rodman or Chairman	36.78	29.80 + a
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****NOTE: SEE BELOW**

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

20) Lineman, Cable Splicer, Technician	59.91	33.94
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21) Heavy Equipment Operator	51.84	29.95
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22) Equipment Operator, Tractor Trailer Driver, Material Men	50.92	30.78
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23) Driver Groundmen	44.93	28.41
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23a) Groundman Experienced	32.95	13.95
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----OUTSIDE LINE CONSTRUCTION----

24) Driver Groundmen	43.78	28.41
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25) Groundmen	32.1	13.95
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26) Heavy Equipment Operators	50.51	29.95
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27) Linemen, Cable Splicers, Dynamite Men	58.37	33.94
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As of: October 17, 2025

28) Material Men, Tractor Trailer Drivers, Equipment Operators	49.61	30.78
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29) Technician	56.12	32.85
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----COMMUNICATION----

Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	48.84	18.07
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----DREDGING----

Class A1: Mechanical Dredge Operator	48.48	17.32+a+b
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Class B1: Maintenance Engineer	41.93	16.87+a+b
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Class C1: Mate/Welder	38.38	16.62+a+b
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Class D: Deckhand	30.86	16.09+a+b
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Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

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

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

Truck Drivers: Trainers Premium: \$3.00 over wage rate.

Truck Drivers: Night Premium - Mixer Drivers: \$2.00 over wage rate.

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

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

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

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

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

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

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

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

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

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

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The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

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

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

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

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

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

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

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

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

Superseded General Decision Number: CT20240003

State: Connecticut

Construction Type: Highway

County: Hartford County in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/17/2025
2	03/07/2025

3	03/28/2025
4	04/25/2025
5	05/09/2025
6	05/30/2025
7	06/06/2025
8	06/13/2025
9	07/25/2025
10	08/15/2025

BRCT0001-003 01/06/2025

Rates	Fringes
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BRICKLAYER

BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS, STONE MASONS....\$ 43.14	34.74
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CARP0326-002 05/05/2025

Rates	Fringes
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Carpenters: (Berlin, Bristol,
Burlington,Canton,
Marlborough, New Britain,
Newington, Plainville,
Southington)

CARPENTERS; PILEDRIVERS.....\$ 42.03	29.19
DIVER TENDERS.....\$ 42.03	29.19
DIVERS.....\$ 50.49	29.19

CARP0326-013 05/05/2025

Rates	Fringes
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Carpenters: (Avon, Bloomfied,
East Granby, East Hartford,
East Windsor, Enfield,
Farmington, Glastonbury,
Granby, Hartford, hartland,
Manchester, Rocky Hill,
Simsbury, South Windsor,
Suffield, West Hartford,
Wethersfield, Windsor,
Windsor Locks)

CARPENTERS; PILEDRIVERS.....\$ 42.03	29.19
DIVER TENDERS.....\$ 42.03	29.19
DIVERS.....\$ 50.49	29.19

CARP1121-006 01/06/2025

Rates	Fringes
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MILLWRIGHT.....\$ 43.25	29.13
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ELEC0035-002 06/01/2024

Rates	Fringes
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Electricians:

Entire County, excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville and Southington..\$ 45.75	3%+33.97
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ELEC0090-001 06/01/2025

	Rates	Fringes
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Electricians:

Berlin, Bristol, New Britain, Newington, Plainville, Southington.....	\$ 46.48	3% +36.66
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ELEC0488-004 06/01/2025

	Rates	Fringes
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Electricians:.....	\$ 47.40	3%+35.32
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ENGI0478-002 04/06/2025

	Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 58.19	29.80
GROUP 2.....	\$ 57.78	29.80
GROUP 3.....	\$ 56.79	29.80
GROUP 4.....	\$ 51.92	29.80
GROUP 5.....	\$ 50.63	29.80
GROUP 6.....	\$ 50.22	29.80
GROUP 7.....	\$ 49.25	29.80
GROUP 8.....	\$ 49.25	29.80
GROUP 9.....	\$ 48.67	29.80
GROUP 10.....	\$ 45.96	29.80
GROUP 11.....	\$ 45.96	29.80
GROUP 12.....	\$ 45.87	29.80
GROUP 13.....	\$ 47.91	29.80
GROUP 14.....	\$ 45.12	29.80
GROUP 15.....	\$ 44.70	29.80
GROUP 16.....	\$ 43.60	29.80
GROUP 17.....	\$ 43.06	29.80
GROUP 18.....	\$ 42.20	29.80
GROUP 19.....	\$ 53.33	29.80
GROUP 20.....	\$ 52.92	29.80
GROUP 21.....	\$ 51.92	29.80

Hazardous waste premium \$3.00 per hour over classified rate.

Crane with 150 ft. boom (including jib): \$1.50 extra.
Crane with 200 ft. boom (including jib): \$2.50 extra.
Crane with 250 ft. boom (including jib): \$5.00 extra.
Crane with 300 ft. boom (including jib): \$7.00 extra.
Crane with 400 ft. boom (including jib); \$10.00 extra.

- 1) Crane handling or erecting structural steel or stone,
hoisting engineer(2 drums or over)
- 2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day,
Independence Day, Labor Day, Thanksgiving Day and Christmas
Day, provided the employee works 3 days during the week in
which the holiday falls, if scheduled, and if scheduled,
the working day before and the working day after the
holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane Handling or Erecting Structural Steel or
tone; Hoisting Engineer (2 drums or over).

GROUP 2: Cranes (100 ton rated capacity and over) Bauer
Drill/Caisson.

GROUP 3: Cranes (under 100 ton rated capacity).

GROUP 4: Trenching machines; Lighter Derrick; Concrete
Finishing Machine, cmi Machine or Similar; Koehring Loader
Skooper).

GROUP 5: Specialty Railroad Equipment; Asphalt Spreader;
Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps;
Drills with Self Contained Power Units; Boring Machine;
Post Hole Digger; Auger; Pounder; Well Digger; Milling
Machine (over 24" Mandrell); Side Boom; Combination Hoe and
Loader; Directional Driller.

GROUP 6: Front End Loader (3 cu. yds. up to 7 cubic yards);
Bulldozer (Rough grade dozer).

GROUP 7: Asphalt Roller; Concrete Saws and Cutters (Ride on
Types); Vermeer Concrete Cutter; Stump Grinder; Scraper;
Snooper; Skidder; Milling Machine (24" and Under Mandrel).

GROUP 8: Mechanic; Grease Truck Operator; Hydroblaster;
Barrier Mover; Power Stone Spreader; Welder; Work Boat
Under 26 ft.; Transfer Machine.

GROUP 9: Front End Loader (under 3 cubic yards); Skid Steer
Loader (regardless of attachments); (Bobcat or similar);
Fork Lift; Power Chipper; Landscape Equipment (including
Hydroseeder). Vacuum Excavation Truck and Hydrovac
Excavation Truck (27 HG pressure or greater).

GROUP 10: Vibratory Hammer, Ice Machine, Diesel and Air
Hammer, etc.

GROUP 11: Conveyor; Earth Roller; Power Pavement Breaker
(Whiphammer); Robot Demolition Equipment.

GROUP 12: Wellpoint Operator.

GROUP 13: Portable Asphalt Plant Operator; Portable Concrete
Plant Operator; Portable Crusher Plant Operator. Portable
grout plant operator, portable water filtration plant
operator

GROUP 14: Compressor Battery Operator.

GROUP 15: Power Safety Boat; Vacuum Truck; Zim Mixer;
Sweeper; (Minimum for any job requiring a CDL License)

GROUP 16: Elevator Operator; Tow Motor Operator (Solid Tire
No Rough Terrain).

GROUP 17: Generator Operator; Compressor Operator; Pump
Operator; Welding Machine Operator; Heater operator.

GROUP 18: Maintenance Engineer.

GROUP 19: Front end loader(7 cubic yards or over); work
boat 26 ft. and over.

GROUP 20: Excavator over 2 cubic yards; pile driver(\$3.00 premium when operator controls hammer).

GROUP 21: Excavator, gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power or operaing), rubber tire excavator (drott 1085 similar), grader operator, bulldozer finegrade (slopes shaping, laser or GPS, ect.)

IRON0015-002 06/02/2025

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	\$ 45.25	43.62

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LAB00146-001 04/06/2025

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 35.70	28.85
GROUP 2.....	\$ 35.95	28.85
GROUP 3.....	\$ 36.20	28.85
GROUP 4.....	\$ 38.70	28.85
GROUP 5.....	\$ 37.45	28.85
GROUP 6.....	\$ 37.70	28.85
GROUP 7.....	\$ 21.42	28.85
GROUP 8:.....	\$ 36.70	28.85
GROUP 9:.....	\$ 38.70	28.85

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

GROUP 8: Acetylene burner (Hours worked with a torch)

GROUP 9: Toxic Waste Removers A or B
With PPE

(On a site designated as a SuperFund Site by the U.S. Army Corps of Engineers and is deemed a HAZ-MAT site, and applies to employees required to wear OSHA level A or B even if the PPE is not worn.)

LAB00146-002 04/06/2025

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 36.96	28.85
Form Erectors.....	\$ 37.29	28.85
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 36.96	28.85
Laborers Topside, Cage Tenders, Bellman.....	\$ 36.85	28.85
Miners.....	\$ 37.93	28.85
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 36.96	28.85
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....		
	\$ 37.93	28.85
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....	\$ 44.42	28.85
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	\$ 44.22	28.85
Change House Attendants, Powder Watchmen, Top on Iron Bolt.....	\$ 42.24	28.85
Mucking Machine Operator...	\$ 45.01	28.85

a. PAID HOLIDAYS: On tunnel work only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

* PAIN0011-003 06/01/2024

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		

Brush, Roller, Blasting
(Sand, Water, etc.) Spray...\$ 59.70 26.90

* PAIN0011-004 06/01/2025

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 42.57	26.75
Brush and Roll.....	\$ 39.57	26.75
Tanks, Towers, Swing.....	\$ 41.57	26.75

TEAM0064-005 04/06/2025

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 36.27	32.68
2 Axle.....	\$ 36.16	32.68
3 Axle Ready Mix.....	\$ 36.33	32.68
3 Axle.....	\$ 36.27	32.68
4 Axle Ready Mix.....	\$ 37.19	32.68
4 Axle.....	\$ 36.39	32.68
Heavy Duty Trailer 40 tons and over.....	\$ 38.66	32.68
Heavy Duty Trailer up to 40 tons.....	\$ 37.39	32.68
Snorkle Truck.....	\$ 36.54	32.68
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 36.44	32.68

Hazardous waste removal work receives additional \$1.25 per hour.

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"

Information Bulletin

Occupational Classifications

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

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

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

- **LABORER, CLEANING**

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

- **DELIVERY PERSONNEL**

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

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

- **ELECTRICIANS**

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

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

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

- **INSULATOR**

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

- **LABORERS**

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

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

- **PAINTERS**

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

- **LEAD PAINT REMOVAL**

- Painter's Rate

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

- Laborer's Rate

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

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

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

- **SPRINKLER FITTERS**

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

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

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

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

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

For example:

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

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

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

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

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

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

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

Dredging (Heavy)

- a. Paid Holidays: New Year’s Day, Martin Luther King, Jr.’s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day and Christmas Day.
- b. Vacation: Eight Percent (8%) of the straight time rate, multiplied by the total hours worked.

Elevator Constructors: Mechanics

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

Glaziers

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

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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

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

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.												PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109							
CONTRACTOR NAME AND ADDRESS:												SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER POLICY # EFFECTIVE DATE: EXPIRATION DATE:											
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS																									
PERSON/WORKER, ADDRESS and SECTION		APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION		DAY AND DATE						Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY								
						S	M	T	W	TH	F	S				Total O/T Hours	FICA	FEDERAL WITH- HOLDING	STATE WITH- HOLDING			LIST OTHER							
				Trade License Type & Number - OSHA 10 Certification Number		HOURS WORKED EACH DAY						TOTAL FRINGE BENEFIT PLAN CASH																	
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
12/9/2013												*IF REQUIRED																	
WWS-CP1												*SEE REVERSE SIDE												PAGE NUMBER ____OF					

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

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

Section A:

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

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.
2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature)

(Title)

Submitted on (Date)

Weekly Payroll Certification For
Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Week-Ending Date:

Contractor or Subcontractor Business Name:

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S	FICA				FEDERAL	STATE	LIST OTHER			
			Trade License Type & Number - OSHA								TOTAL FRINGE BENEFIT PLAN									
			10 Certification Number	HOURS WORKED EACH DAY							Total O/T Hours	CASH								
												\$ Base Rate	1. \$ 2. \$ 3. \$							
												\$ Cash Fringe	4. \$ 5. \$ 6. \$							
												\$ Base Rate	1. \$ 2. \$ 3. \$							
												\$ Cash Fringe	4. \$ 5. \$ 6. \$							
												\$ Base Rate	1. \$ 2. \$ 3. \$							
												\$ Cash Fringe	4. \$ 5. \$ 6. \$							
												\$ Base Rate	1. \$ 2. \$ 3. \$							
												\$ Cash Fringe	4. \$ 5. \$ 6. \$							
												\$ Base Rate	1. \$ 2. \$ 3. \$							
												\$ Cash Fringe	4. \$ 5. \$ 6. \$							

12/9/2013
WWS-CP2

*IF REQUIRED

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER ____OF



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES**PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Change procedures.

1.2 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Forms filled out by hand will not be accepted.

1.3 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- F. Submit one electronic copy of each Application for Payment.

1.4 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Engineer will issue instructions directly to Contractor.
- B. For other required changes, Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change . Contractor shall prepare and submit a fixed price quotation within 5 days.

- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
- E. Substantiation of Costs: Provide full information required for evaluation.
 - 1. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- F. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.5 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 70 00.
 - 2. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
 - 3. Contractor's Affidavit of Release of Liens (AIA form G706A)
 - 4. Subcontractors and Suppliers Release or Waiver of Liens.
 - 5. Consent of Surety Company to Final Payment (AIA G707) .

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 20 00

SECTION 01 22 00 - UNIT PRICES**PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.
- C. Defect assessment and non-payment for rejected work.

1.2 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Unit Prices.
- B. Document 00 41 00 - Bid Form: List of Unit Prices.
- C. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.3 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.4 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.5 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Engineer.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement Devices:
 - 1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.

- E. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- F. Measurement by Volume: Measured by computer analysis of pre-, interim, and/or post-construction surveys as applicable per pay item.
- G. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify Engineer prior to starting work.
 - 1. Provide field surveys prepared by a licenced land surveyor in accordance with the accuracies of a Class A-2 horizontal and Class T-2 Topographic Survey as defined in the "Standards for Surveys and Maps in the State of Connecticut," prepared and adopted by the Connecticut Association of Land Surveyors, Inc., September 26, 1996.
 - 2. Submit field surveys in pdf format stamped by the licenced land surveyor and AutoCAD Civil3D 2018 drawing format.
 - 3. At the Owner's option, an additional survey may be furnished by the Owner from a licensed surveyor.

1.6 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Engineer, multiplied by the unit price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

1.7 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not complying with specified requirements.
- B. The authority of Engineer to assess the defect and identify payment adjustment is final.

1.8 SCHEDULE OF UNIT PRICES**A. List of Base Bid Payment Items:****1. Mobilization, Demobilization and Miscellaneous Construction**

Separate measurement will not be made for this item. Work associated with this item will be paid for at the Contract Lump Sum including the following:

- a. Attendance at preconstruction meeting.
- b. Attendance at bi-weekly (i.e. occurring every two weeks) construction progress meetings.
- c. Mobilization/demobilization to and from the site.
- d. Preparing, maintaining, and decontamination of proposed excavated material stockpiling areas.
- e. Installing temporary erosion controls including, silt fence, compost filter socks, straw bales, erosion control blankets, soil and topsoil stockpile areas, construction entrances and work and materials required to eliminate erosion and sediment movement.
- f. Construction of Vehicle and Equipment Decontamination Station.
- g. On-site decontamination of equipment and decontamination of equipment prior to removal from the site.
- h. Site preparation and clearing, including but not limited to, removing vegetation, trees, stumps, and miscellaneous on-site debris, and constructing access roads.
- i. Protecting the Owner's property as well as Contractor-owned equipment, including but not limited to, utilities and monitoring wells.
- j. Protect stakeout and survey control through construction.
- k. Registration under the anticipated CT DEEP 454 Contractor General Permit including but not limited to all applications and fees.
- l. Miscellaneous items not covered under other Unit Prices.
- m. All required materials, labor, and equipment incidental to the work.

2. Prepare Health and Safety Plan

Separate measurement will not be made for this item. Work associated with this item will be paid for at the Contract Lump Sum including the following:

- a. The preparation of a health and safety plan (HASP) in accordance with 29 CFR 1910 and 1926, administration and implementation of the health and safety plan and all required materials, labor and equipment incidental to this work.
 - b. Any revisions/additions to the HASP for acceptance of the Engineer.
3. Disposal of Soil Stockpiles H/I, K, and W and Soil Around Borings SB-15R and SB-15

This item will be measured on a Unit Price per ton basis of impacted soil delivered to the permitted licensed disposal facility. All costs (including all fees, permits, waste profiles, manifests, mileage, surcharges, and taxes to be paid by the Contractor) associated with this item will be provided on a per unit basis, which price shall include:

- a. Excavation of soil stockpiles H/I, K, and W to approximately 6-inches below surrounding grade and from the area around borings SB-15R and SB-15 to a depth of 2-feet below grade.
- b. If required by selected disposal facility, separate debris greater than 6-inches and dispose of it separately.
- c. Loading, transportation, and legal off-site disposal of impacted soil and sediment excavated from the Site at a permitted licensed disposal facility. Actual net weight in tons of material delivered to treatment / disposal facilities, as measured by the permanent scales at the respective facilities. Total weight will be the summation of weigh bills issued by such facilities.
- d. Provide access to excavation areas for Engineer to collect excavation closure samples or where access is impractical or deemed unsafe for the Engineer collect closure samples with Contractor's heavy equipment, e.g. excavator bucket, at intervals shown on the Drawings or Remedial Action Plan.
- e. Inspect impacted materials prior to loading, do not allow the loading of soil with free draining liquids.
- f. Schedule trucks to limit onsite queuing.
- g. Disposal fees charged by the permitted licensed disposal facility.
- h. Characterization of soil samples required for disposal will be completed by the Engineer. The cost of characterization sampling is not included in this bid item.
- i. Submit waste manifests indicating tons of impacted soil and sediment transported from the site and accepted by the disposal facility to the Engineer.
- j. Providing labor, materials, tools, and equipment for decontamination of all equipment and supplies which enter the contaminated work area or are exposed to impacted soil.

- k. Incidentals required to complete the work including materials, equipment, tools and labor incidental to the Work.

4. Excavation and Stockpiling of Impacted Soil from Remedial Areas

This item will be measured on a Unit Price per cubic yard basis of impacted soil excavated from Remedial Areas. All costs associated with this item will be provided on a per unit basis, which price shall include:

- a. Stakeout Remedial Area limits for review by Engineer and Owner prior to excavation.
- b. Excavation to a depths below ground surface within the areas identified on the Drawings. Measurement will be based on comparison of existing conditions topographic survey to interim topographic survey prepared by the Contractor's licensed surveyor.
- c. Temporary stockpiling of impacted soil and sediment in the designated Impacted Soil Reuse Area.
- d. Provide access to remedial area excavations for Engineer to collect excavation closure samples or where access is impractical or deemed unsafe for the Engineer collect closure samples with Contractor's heavy equipment, e.g. excavator bucket, at intervals shown on the Drawings or Remedial Action Plan.
- e. Do not backfill Remedial Areas until Engineer confirms closure sample results comply with Remedial Action Plan criteria. Should additional excavation of impacted soil be required it will continue to be paid for at the per unit basis.
- f. Backfilling of Remedial Areas to subgrade elevations with reuseable soil from onsite borrow areas.
- g. Providing labor, materials, tools, and equipment for decontamination of all equipment and supplies which enter the contaminated work area or are exposed to impacted soil (including polluted, impacted, and hazardous soil).
- h. Provide for decontamination of equipment and supplies that enter the contaminated work area or are exposed to impacted material.
- i. Incidentals required to complete the work including materials, equipment, tools and labor incidental to the Work.

5. Excavation and Stockpiling of Impacted Soil from Cove Excavation Area

This item will be measured on a Unit Price per cubic yard basis of impacted soil excavated from the Cove Excavation Area. All costs associated with this item will be provided on a per unit basis, which price shall include:

- a. Excavation to depths below ground surface within the areas identified on the Drawings. Measurement will be based on comparison of existing conditions topographic survey to as-built topographic survey prepared by the Contractor's licensed surveyor.
 - b. Over excavate Cove Excavation Area by 12-inches and backfill to proposed grades with Reuseable Soil.
 - c. Provide access to Cove Excavation Area excavation for Engineer to collect excavation closure samples or where access is impractical or deemed unsafe for the Engineer collect closure samples with Contractor's heavy equipment, e.g. excavator bucket, at intervals shown on the Drawings or Remedial Action Plan.
 - d. Do not backfill Cove Excavation Area excavation until Engineer confirms closure sample results comply with Remedial Action Plan criteria. Should additional excavation of impacted soil be required it will continue to be paid for at the per unit basis.
 - e. Submit interim as-built survey of Cove Dredge Area prior to proceeding with excavation of Phase 2A Cove Excavation Area.
 - f. Temporary stockpiling of impacted soil and sediment in the designated Impacted Soil Reuse Area.
 - g. Providing labor, materials, tools, and equipment for decontamination of all equipment and supplies which enter the contaminated work area or are exposed to impacted soil (including polluted, impacted, and hazardous soil).
 - h. Provide for decontamination of equipment and supplies that enter the contaminated work area or are exposed to impacted material.
 - i. Incidentals required to complete the work including materials, equipment, tools and labor incidental to the Work.
6. Excavation and Stockpiling Impacted Soil from Cove Dredge Area

This item will be measured on a Unit Price per cubic yard basis of impacted soil excavated from the Cove Dredge Area. All costs associated with this item will be provided on a per unit basis, which price shall include:

- a. Excavation to depths below ground surface within the areas identified on the Drawings. Measurement will be based on comparison of existing conditions topographic survey to as-built topographic survey prepared by the Contractor's licensed surveyor.
- b. Provide access to Cove Dredge Area excavation for Engineer to collect excavation closure samples or where access is impractical or deemed unsafe for the Engineer

collect closure samples with Contractor's heavy equipment, e.g. excavator bucket, at intervals shown on the Drawings or Remedial Action Plan.

- c. Do not backfill Cove Dredge Area excavation until Engineer confirms closure sample results comply with Remedial Action Plan criteria. Should additional excavation of impacted soil be required it will continue to be paid for at the per unit basis.
 - d. Submit interim as-built survey of Cove Dredge Area prior to proceeding with excavation of Phase 2A Cove Excavation Area.
 - e. Temporary stockpiling of impacted soil and sediment in the designated Impacted Soil Reuse Area.
 - f. Providing labor, materials, tools, and equipment for decontamination of all equipment and supplies which enter the contaminated work area or are exposed to impacted soil (including polluted, impacted, and hazardous soil).
 - g. Provide for decontamination of equipment and supplies that enter the contaminated work area or are exposed to impacted material.
 - h. Incidentals required to complete the work including materials, equipment, tools and labor incidental to the Work.
7. Excavation of Phase 2A Cove Excavation Area

This item will be measured on a Unit Price per yard basis of topsoil, surface soil, and subsoil excavated from the Phase 2A Cove Excavation Area. All costs associated with this item will be provided on a per unit basis, which price shall include:

- a. Excavation to depths below ground surface within the areas identified on the Drawings. Measurement will be based on comparison of existing conditions topographic survey to as-built topographic survey prepared by the Contractor's licensed surveyor.
 - b. The top 12" of topsoil and surface soil contains residual pesticides and is to be stripped for on-site reuse. Separate and stockpile topsoil and surface soil separately. Reuse topsoil where indicated on the Erosion & Sediment Control Plan and surplus topsoil will remain stockpiled in the temporary topsoil stockpile area. Surface soil can be reused as reuseable soil in excavation and/or fill areas.
 - c. Incidentals required to complete the work including materials, equipment, tools and labor incidental to the Work.
8. Backfilling with Reuseable Soil in Designated Areas

This item will be measured on a Unit Price per yard basis. All costs associated with this item will be paid for on a per unit basis, which price shall include:

- a. Backfilling and compacting excavations and filling and compacting fill areas with reuseable soil (surface soil and subsoil) to achieve proposed lines and grades. Measurement will be based on comparison of existing conditions topographic survey to as-built topographic survey prepared by the Contractor's licensed surveyor.
 - b. Stockpiling, drying or re-excavation necessary to utilize such material on the Project.
 - c. Incidental materials, tools, equipment, and services, including any temporary stockpiling or staging required.
9. Offsite Disposal of Surplus Subsoil

This item will be measured on a Unit Price per yard basis. All costs associated with this item will be paid for on a per unit basis, which price shall include:

- a. Dispose of surplus subsoil at legal off-site location(s). Measurement will be based on comparison of existing conditions topographic survey to as-built topographic survey prepared by the Contractor's licensed surveyor.
 - b. Engineer will collect composite samples from stockpiles prior to surplus subsoil is removed from the site. Allow for 10-work days for sample results to be provided to the Contractor. Proposed sampling frequency is 2,000 cubic yards and is subject to change based on results received.
 - c. Incidental materials, tools, equipment, and services, including any temporary stockpiling or staging required.
10. Site Stabilization

Separate measurement will not be made for this item. Work associated with this item will be paid for at the Contract Lump Sum including the following:

- a. Restoration of pre-excavation grades and lines with salvaged topsoil in WMSP Fill Area, Northern End of Riverbank Berm, and Southern End of Riverbank Berm remedial areas. RLI-MW-03 remedial area is to be backfilled to pre-excavation grades and lines with reuseable subsoil and measured and paid under another unit price.
- b. Installing salvaged topsoil in areas identified to received topsoil on the Drawings.
- c. Satisfactory temporary seeding, stabilization and establishment of planted areas.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 22 00

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Contractor's daily reports.
- G. Submittals for review.
- H. Requests for Interpretation (RFI) procedures.
- I. Submittal procedures.

1.2 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions: Dates for applications for payment.
- B. Section 00 72 00 - General Conditions: Duties of the Construction Manager.
- C. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.

1.3 REFERENCE STANDARDS

1.4 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Engineer:
 - 1. Requests for Interpretation (RFI).
 - 2. Shop drawings, product data, and samples.
 - 3. Manufacturer's instructions and field reports.
 - 4. Applications for payment and change order requests.
 - 5. Progress schedules.

6. Coordination drawings.
7. Correction Punch List and Final Correction Punch List for Substantial Completion.
8. Closeout submittals.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.1 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via email. An Internet-based submittal service (e.g. Procore) that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email is an acceptable alternate.
 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 2. It is Contractor's responsibility to submit documents in allowable format.
 3. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.

3.2 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 1. Owner.
 2. Engineer.
 3. Contractor.
- C. Agenda:
 1. Execution of Owner-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.

4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
5. Designation of personnel representing the parties to Contract and Engineer.
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.
8. General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (General Permit)
9. General Permit Site Walk (to be conducted following meeting conclusion).

3.3 PROGRESS MEETINGS

- A. Engineer will conduct bi-weekly (i.e. occurring every two weeks) progress meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Engineer.
 4. Contractor's superintendent.
- C. Agenda:
 1. Review of work progress.
 2. Field observations, problems, and decisions.
 3. Two week look-ahead schedule.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of RFIs log and status of responses.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.

10. Maintenance of quality and work standards.
 11. Effect of proposed changes on progress schedule and coordination.
 12. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

3.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 1. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.

3.5 DAILY CONSTRUCTION REPORTS

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. Prepare a daily construction report recording the following information concerning events at Project site and project progress:
 1. Date.
 2. High and low temperatures, and general weather conditions.
 3. List of subcontractors at Project site.
 4. List of separate contractors at Project site.
 5. Approximate count of personnel at Project site.
 - a. Include a breakdown for supervisors, laborers, journeymen, equipment operators, and helpers.
 6. Major equipment at Project site.
 7. Material deliveries.
 8. Safety, environmental, or industrial relations incidents.

9. Meetings and significant decisions.
10. Unusual events (submit a separate special report).
11. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
12. Meter readings and similar recordings.
13. Emergency procedures.
14. Directives and requests of Authority(s) Having Jurisdiction (AHJ).
15. Change Orders received and implemented.
16. Testing and/or inspections performed.
17. List of verbal instruction given by Owner and/or Engineer.
18. Signature of Contractor's authorized representative.

3.6 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 2. Prepare in a format and with content acceptable to Owner.
- C. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 1. Official Project name and number, and any additional required identifiers established in Contract Documents.

2. Owner's, Engineer's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date, and requested reply date.
- D. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- E. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 2. Note dates of when each request is made, and when a response is received.
 3. Highlight items requiring priority or expedited response.
 4. Highlight items for which a timely response has not been received to date.
- F. Review Time: Engineer will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 4. Notify Engineer within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.7 SUBMITTAL SCHEDULE

- A. Submit to Engineer for review a schedule for submittals in tabular format.
 - 1. Submit at the same time as the preliminary schedule.
 - 2. Format schedule to allow tracking of status of submittals throughout duration of construction.
 - 3. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 - 4. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.

3.8 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a single transmittal for related items.
 - 2. Transmit using approved form.
 - a. Use Contractor's form, subject to prior approval by Engineer.
 - 3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - 5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 - 6. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Send submittals in electronic format via email to Engineer, with copy to the Owner.
 - 7. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 14 days excluding delivery time to and from the Contractor.

- b. For sequential reviews involving Engineer's consultants, Owner, or another affected party, allow an additional 7 days.
 8. Provide space for Contractor and Engineer review stamps.
 9. When revised for resubmission, identify all changes made since previous submission.
 10. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 11. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 12. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Do not submit (Material) Safety Data Sheets for materials or products.

3.9 SUBMITTAL REVIEW

- A. Submittals for Review: Engineer will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Engineer will acknowledge receipt and review. See below for actions to be taken.
- C. Engineer's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. Engineer's actions on items submitted for review:
1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Furnish as Submitted", or language with same legal meaning.
 - b. "Furnish as Noted, No Response Required by Contractor", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Furnish as Noted, Resubmit for Record", or language with same legal meaning.
 2. Not Authorizing fabrication, delivery, and installation:

- a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
- E. Engineer's actions on items submitted for information:
- 1. Items for which no action was taken:
 - a. "Received" - to notify the Contractor that the submittal has been received for record only.

END OF SECTION 01 30 00

SECTION 01 40 00 - QUALITY REQUIREMENTS**PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Testing and inspection agencies and services.
- B. Control of installation.
- C. Defect Assessment.

1.2 RELATED REQUIREMENTS

- A. Section 01 42 16 - Definitions.

1.3 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ and pay for services of an independent testing agency to perform certain specified testing.

PART 3 EXECUTION**2.1 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.2 TESTING AND INSPECTION

- A. The Owner will be responsible for sampling and environmental testing of soil.

B. Contractor Responsibilities:

1. Cooperate with laboratory personnel, and provide access to the Work.
2. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
3. Notify Engineer 72 hours prior to expected time for operations requiring testing/inspection services.

2.3 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION 01 40 00

SECTION 01 42 16 - DEFINITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. Other definitions are included in individual specification sections.

1.2 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Provide: To furnish and install.
- E. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 42 16

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS**PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Temporary sanitary facilities.
- B. Field offices.

1.2 RELATED REQUIREMENTS

- A. Section 01 57 13 - Temporary Erosion and Sediment Control.

1.3 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

1.4 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures for Contractor's and subcontractor's use as well as Owner's, Engineer's and other Project visitors use. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.
- C. Comply with 29 CFR 1926.

1.5 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 12 persons.
- C. Provide separate private office similarly equipped and furnished, for use of Engineer and Owner.
- D. Locate offices a minimum distance of 30 feet from existing and new structures.

1.6 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

FUSS & O'NEILL

Riverfront Land Development Project: Phases 1A, 1B, & 2A

Riverfront Recapture, Inc.

Project No. 20170277.S10

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 50 00

SECTION 01 57 13 - TEMPORARY EROSION AND SEDIMENT CONTROL**PART 1 GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and Division 01 specification Sections apply to the work of this Section.

1.2 SECTION INCLUDES

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.

1.3 RELATED REQUIREMENTS

- A. Section 00 31 00 - Available Project Information: Stormwater Pollution Control Plan, Riverfront Land Incorporated, Parcel 1: 228 Leibert Road, Hartford/ 100 Meadow Road, Windsor, Parcel 2: 590 Leibert Road, Hartford, Parcel 3: 600 Leibert Road, Hartford/ 120 Meadow Road, Windsor, Parcel 4: 610 Leibert Road, Hartford, Parcel 5: Windsor Meadows State Park, prepared for Riverfront Recapture Inc., 50 Columbus Blvd, Hartford, CT, 06106, prepared by Fuss & O'Neill, Inc. dated July 2025.
- B. Section 31 10 00 - Site Clearing: Limits on clearing; disposition of vegetative clearing debris.
- C. Section 31 23 00 - Earthwork

1.4 REFERENCE STANDARDS

- A. Connecticut Guidelines for Soil Erosion and Sediment Control by The Connecticut Council on Soil and Water Conservation.
- B. ASTM D4355/D4355M - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc-Type Apparatus; 2021.
- C. ASTM D4491/D4491M - Standard Test Methods for Water Permeability of Geotextiles by Permittivity; 2022.
- D. ASTM D4533/D4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2015 (Reapproved 2023).
- E. ASTM D4533/D4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2015 (Reapproved 2023).

- F. ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles; 2015a (Reapproved 2023).
- G. ASTM D4751 - Standard Test Methods for Determining Apparent Opening Size of a Geotextile; 2021a.
- H. ASTM D4873/D4873M - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples; 2017.
- I. ASTM G155 - Standard Practice for Operating Xenon Arc Lamp Apparatus for Exposure of Materials; 2021.
- J. Standard Specifications - Form 819 - State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction; 2024.

1.5 PERFORMANCE REQUIREMENTS

- A. The Owner has electronically registered the project under Connecticut Department of Energy and Environmental Protection's (DEEP) "General Permit for the Discharge of Stormwater and Dewatering Wastewater from Construction Activities" (DEEP-WPED-GP-015) and Stormwater Pollution Control Plan (SWPCP) through the DEEP ezFile Portal. The SWPCP is attached to technical Section 00 31 00 - Available Project Information.
 - 1. Retain a copy of the SWPCP at the construction site from the date construction is initiated at the site until the date construction at the site is completed.
 - 2. Complete work in conformance with the SWPCP.
 - 3. The Contractor shall ensure all post-construction measures are installed, cleaned, and functioning and the site has been stabilized for at least one full growing season following the cessation of construction activities in order for the project to be considered complete. A site is considered stabilized when there is no active erosion or sedimentation present and no disturbed areas remain exposed.
 - 4. The Owner or Owner's agent will performing regular inspections, conducting and reporting all stormwater monitoring activities, retaining records for the required period of time, and performing all post-construction measures and inspections. Inspection reports will be distributed to Owner, Engineer, and Contractor.
- B. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- C. Stormwater Runoff: Control increased stormwater runoff due to disturbance of surface cover due to construction activities for this project.

1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 10 years or as stated on the drawings.
- D. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
1. Control movement of sediment and soil from temporary stockpiles of soil.
 2. Prevent development of ruts due to equipment and vehicular traffic.
 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- E. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
1. Prevent windblown soil from leaving the project site.
 2. Prevent tracking of mud onto public roads outside site.
 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- F. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, and wetlands.
1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
 2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- G. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, wetlands, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- H. Open Water: Prevent standing water that could become stagnant.

- I. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

1.6 SUBMITTALS

- A. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.
- B. Certificates of Compliance:
 - 1. Erosion Control Blanket
 - 2. Compost Filter Sock
 - 3. Dust Control
 - 4. Stone or Gravel
 - 5. Temporary Seed Mix
- C. Maintenance Instructions: Provide instructions covering inspection and maintenance for temporary measures that must remain after Substantial Completion.

PART 2 PRODUCTS

2.1 MATERIALS

- A. General: See Drawings for materials and other required control measures.
- B. Mulch: Use one of the following:
 - 1. Straw.
 - 2. Wood waste, chips, or bark.
 - 3. Erosion control blankets
- C. Erosion Control Blanket
 - 1. Machine-produced of 30 percent coconut fiber with colored line or thread along edges to indicate material overlap limits.
 - 2. Weight: 0.50 lb./sq. yd.
 - 3. Minimum width: 6 feet.
 - 4. Overlap: Approximately 2 to 5 inches.
 - 5. Acceptable Products and Manufacturers:

- a. EroNet SC150 Erosion Control Blanket by North American Green.
- b. AEC Premier Straw/Coconut Blanket by American Excelsior Company, Arlington, Texas.

D. Compost Filter Sock

1. Tubular Mesh Sleeve: High density polyethylene mesh that meets the following:
 - a. Material Characteristic: Photodegradable
 - b. Comply with AASHTO Designation: MP 9-06 (Latest Revision).
 - c. Tensile Strength (ASTM D5035) 26 psi.
 - d. UV Resistance (at 100 hours) (Retained strength) (ASTM G155) 23%.
 - e. Mesh Opening Size: Minimum 3/8 inch.
2. Compost Filter Material: Weed-free from well-decomposed source of organic matter conforming to the following:
 - a. Comply with AASHTO Designation: MP 9-06 (Latest Revision).
 - b. PH: 5.0 – 8.0.
 - c. Maximum Moisture Content: 60%
 - d. Particle Size:
 - 1) 2-inch: 100% passing
 - 2) 3/8-inch: 0-40% passing
3. Hardwood Stakes:
 - a. For compost filter socks 18 inches or less in diameter, wooden stakes shall be 1 inch by 1 inch, at 10-foot intervals on center, and of a length that shall project into the soil 1 foot leaving 3 inches to 4 inches protruding above the filter sock.
 - b. For compost filter socks greater than 18 inches in diameter, wooden stakes shall be 2 inches by 2 inches at 10-foot intervals on center, and of a length that shall project into the soil 1 foot, leaving 3 inches to 4 inches protruding above the filter sock.
4. Acceptable Products and Manufacturers:
 - a. SiltSoxx for perimeter control by Filtrexx, Akron, OH. or approved equal

E. Silt Fences:

1. Silt Fence Fabric: Woven geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
 - a. Average Opening Size: 30 U.S. Std. Sieve, maximum, when tested in accordance with ASTM D4751.
 - b. Permittivity: 0.05 sec^{-1} , minimum, when tested in accordance with ASTM D4491/D4491M.
 - c. Ultraviolet Resistance: Retaining at least 80 percent of tensile strength, when tested in accordance with ASTM D4355/D4355M after 500 hours exposure.
 - d. Tensile Strength: 100 pounds-force, minimum, in cross-machine direction; 124 pounds-force, minimum, in machine direction; when tested in accordance with ASTM D4632/D4632M.
 - e. Elongation: 15 to 20 percent, when tested in accordance with ASTM D4632/D4632M.
 - f. Tear Strength: 50 pounds-force, minimum, when tested in accordance with ASTM D4533/D4533M.
 - g. Flow Rate: 8 gal/min/ft, minimum, when tested in accordance with ASTM D4491/D4491M.
 - h. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
2. Silt Fence Posts: One of the following, minimum 4 feet long:
 - a. Hardwood, 1-1/2 by 1-1/2 inches in cross section.
3. Acceptable Products and Manufacturers:
 - a. U.S. Silt & Site Supply/GETSco, Model CT36112130.
 - b. Indian Valley Industries, Model IVI CT-3611 Connecticut DOT Silt Fence.
 - c. Mutual Industries Inc., Model MISF 1855.
 - d. Or approved equal.

F. Temporary Seed

1. Seed Mix:
 - a. Annual Ryegrass, 50%
 - b. Perennial Ryegrass, 50%

2. Acceptable Products and Manufacturers:
 - a. Quick Erosion Control Cover Mix by Ernst Conservation Seeds, Meadville, PA
 - b. Or approved equal.
- G. Dust Control
 1. Water: Potable.
- H. Construction Entrance
 1. Stone or Gravel: Standard Specifications - Form 819, Section M.01.02, 2" or No. 3.
- I. Filter Fabric and Separation Fabric
 1. See Section 31 23 00 - Earthwork

PART 3 EXECUTION

3.1 GENERAL

- A. Minimize environmental damage during construction. Prevent discharge of fuel, oil, lubricants, and other fluids. Mitigate effects of discharge.
- B. Install erosion and sediment control measures prior to clearing, demolition or construction.
- C. Construct erosion and sediment control measures in accordance with standards and specifications of the Connecticut Guidelines for Soil Erosion and Sediment Control, Authorities Having Jurisdiction, indicated municipal regulations, and as follows:
 1. Attend a preconstruction meeting with the Engineer, to review permit conditions and construction methods.
 2. Provide additional sedimentation and erosion controls as required by municipality or Authorities Having Jurisdiction to address field conditions.
 3. Do not discharge turbid water from dewatering to inland wetlands or watercourses.
 4. Supply a 24-hour contact name and number as part of the erosion control plan.
- D. Install additional control measures, if deemed necessary by the State, Municipality, Authority Having Jurisdiction, or Owner.
- E. Implement and maintain the Erosion and Sediment Control Plan. Inform parties engaged on the construction site of the requirements and objectives of the plan. Notify the proper municipal agency of transfer of this responsibility.

- F. Do not discharge directly into wetlands or watercourses where dewatering is necessary. Utilize methods and devices as permitted by authorities having jurisdiction and appropriate regulations to minimize and retain suspended solids including pumping water into a temporary sedimentation bowl, providing surge protection at inlet and outlet of pumps, floating pump intake.
 - 1. If pumping operation results in turbidity problems, stop pumping until means of controlling turbidity are determined and implemented.

3.2 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.3 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.4 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. See Drawings for scope and extent of required erosion and sediment control measures.
- C. Construction Entrances: Traffic-bearing aggregate surface.
 - 1. Width: As required; 12 feet, minimum.
 - 2. Length: 50 feet, minimum.
 - 3. Provide at each construction entrance from public right-of-way.
 - 4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- D. Linear Sediment Barriers: Made of silt fence or compost filter socks.
 - 1. Provide linear sediment barriers:
 - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
 - b. Along the top of the slope or top bank of drainage channels and swales that traverse disturbed areas.
 - c. Along the toe of cut slopes and fill slopes.

- d. Perpendicular to flow across the bottom of existing and new drainage channels and swales that traverse disturbed areas or carry runoff from disturbed areas; space as indicated on Drawings.
 - e. Across the entrances to culverts that receive runoff from disturbed areas.
2. Space sediment barriers with the following maximum slope length upslope from barrier:

Slope	Maximum Length (ft)
2:1	25
2:1 to 3:1	50
3:1 to 5:1	75
5:1 or flatter	100

E. Cut Areas

1. Establish an erosion control line (silt fence or compost filter sock) at toe of slope in cut areas and slope stabilization with mulch or grass within 14 days of start of cut operations.

F. Fill Areas

1. Establish an erosion control line (silt fence or compost filter sock) approximately 10 feet from toe of slope of proposed fill areas prior to beginning fill installation.
2. Initiate slope stabilization with mulch or grass within 14 days of start of fill installation.

G. Within 7 days of completing slope construction, stabilize slopes with vegetation or matting to minimize exposure.

H. Stockpiles

1. Side Slopes: 2:1 maximum.
2. Surround stockpiles by a sediment barrier.
3. Stabilize stockpiles that are not to be used within 14 days with temporary vegetation and mulch.
4. Refer to Division 02 Section "Impacted Material Management" for impacted soil stockpile requirements.

I. Final Grading

1. If final grading is delayed for more than 14 days after land disturbances cease, stabilize soils with temporary vegetation or mulch.

J. Planting Season for Temporary Vegetation

1. April 1 to June 15 and August 15 to October 1.

2. After September 15, stabilize areas with silt fence or compost filter sock.
- K. Areas to Be Left Bare Prior to Finished Grading and Seeding
1. Within Planting Seasons
 - a. Provide temporary seed.
 2. Outside of Planting Seasons
 - a. Provide mulch.

3.5 INSTALLATION

- A. General: Install temporary erosion and sediment controls as indicated on Drawings.
- B. Silt Fences:
1. Store and handle fabric in accordance with ASTM D4873/D4873M.
 2. Install with top of fabric at nominal height and embedment indicated on drawings.
 3. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
 4. Fasten fabric to wood posts using one of the following:
 - a. Four nails per post with 3/4 inch diameter flat or button head, 1 inch long, and 14 gauge, 0.083 inch shank diameter.
 - b. Five staples per post with at least 17 gauge, 0.0453 inch wire, 3/4 inch crown width and 1/2 inch long legs.
 5. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.
- C. Compost Filter Sock
1. Place compost filter socks directly over the ground. Drive wooden stakes through the center of the filter socks to anchor them to the ground. To ensure optimum performance, heavy vegetation shall be cut down or removed, and extremely uneven surfaces shall be graded to ensure that the compost filter sock uniformly contacts the ground surface.
 2. The ends of the filter sock should be directed upslope, to prevent stormwater from running around the end of the sock.
 3. For placement on frozen ground, pavement, or shallow bedrock provide cement blocks to hold the sock in place.

D. Temporary Soil Protection

1. Mulches:

- a. Dry Straw: Apply 2-1/2 tons per acre; anchor using water soluble tactifiers or netting.
- b. Wood Waste: Apply 6 to 9 tons per acre.
- c. Erosion Control Blanket: Comply with manufacturer's instructions.

E. Temporary Seeding:

1. When hydraulic seeder is used, seedbed preparation is not required.
2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft.
4. Apply 10-10-10 fertilizer at rate of 7.5 pounds per 1000 sq ft.
5. Incorporate fertilizer into soil before seeding.
6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
 - a. Apply at a rate of 2 pounds per 1000 sq. ft. at a depth of 1/2 inch.
 - b. Where grass predominates, fertilize according to a soil test at a minimum application rate of one pound per acre.
7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
8. Repeat irrigation as required until grass is established.

3.6 DUST CONTROL

- A. Control dust to prevent a hazard to traffic on adjacent roadways. Apply water and uniformly over the surface when dust becomes a nuisance or when directed by the Engineer.
 1. Provide shut-off valve in convenient location on water truck, to allow for regulating water flow.

3.7 MAINTENANCE

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.

- B. Repair deficiencies immediately.
- C. Construction Entrance Maintenance
 - 1. Maintain in good condition throughout construction period.
 - 2. Sweep adjacent roadways daily to remove tracked material from pavement.
- D. Silt Fences:
 - 1. Promptly replace fabric that deteriorates unless need for fence has passed.
 - 2. Remove silt deposits that exceed one-half of the height of the fence.
 - 3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- E. Compost Filter Sock:
 - 1. Remove sediment deposits when sediment accumulates to one-half the of the height of the compost filter sock.
 - 2. Repair or replace split, torn, or unraveling socks. Replace broken or split stakes. Sagging or slumping compost filter socks must be repaired with additional stakes or replaced. Repair or replace at locations where rills and other evidence of concentrated runoff have occurred beneath the socks.
- F. Clean out temporary sediment control structures weekly and relocate soil on site.
- G. Place sediment in appropriate locations on site; do not remove from site.
- H. Temporary Seeding:
 - 1. At any eroded areas, repair by filling to finished grades, replace vegetative support material and seed, fertilizer and lime, as specified for temporary stabilization. Add additional mulch as required. Grasses shall not be considered established until a ground cover is achieved which is mature enough to control soil erosion and to survive severe weather conditions (approximately 80% vegetative surface cover).

3.8 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Engineer.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.

- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION 01 57 13

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS**PART 1 GENERAL****1.1 SUBMITTALS**

- A. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit surveys and survey logs for the project record.
- B. Project Record Documents: Submit a clean red-lined set of as-built plans that depict all deviations from the design.

1.2 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in Connecticut and acceptable to Engineer. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities.

1.3 PROJECT CONDITIONS

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- B. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

1.4 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean-up of work of separate sections.

PART 2 PRODUCTS**PART 3 EXECUTION****3.1 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

3.2 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.
- F. Utilize recognized engineering survey practices.
- G. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- H. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; and slopes.
- I. Periodically verify layouts by same means.
- J. Maintain a complete and accurate log of control and survey work as it progresses.

3.3 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.4 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.

3.5 FINAL CLEANING

- A. Clean site; sweep paved areas, rake clean landscaped surfaces.
- B. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.6 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Engineer and Owner.
- B. Notify Engineer when work is considered ready for Engineer's Substantial Completion inspection.
- C. Conduct Substantial Completion inspection and create Final Correction Punch List containing Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Engineer.
- D. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- E. Notify Engineer when work is considered finally complete and ready for Engineer's Substantial Completion final inspection.
- F. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.

END OF SECTION 01 70 00

SECTION 02 61 16 - IMPACTED MATERIAL MANAGEMENT**PART 1 GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Protective measures required during excavation of impacted soil, sediment and stumps of trees growing within remediation areas.
 - 2. Excavating, staging and stockpiling of impacted soils and sediments.
 - 3. Reuse of polluted soils at on-site designated locations.
 - 4. Loading of impacted soils, sediment, solid waste, and materials for off-site disposal facilities.
 - 5. Transporting and disposal of impacted soils, sediment, solid waste, and materials to off-site disposal facilities.
- B. If contradictions or discrepancies are evident between Drawings and Specifications, implement the most stringent standard.

1.3 RELATED REQUIREMENTS

- A. Section 00 31 00 - Available Project Information - Phase II/III Environmental Site Assessment, Portion of Windsor Meadows State Park, DEEP Remediation No.: TBD, prepared for Riverfront Recapture Inc., prepared by Fuss & O'Neill, Inc. dated April 2021, Updated November 2021.
- B. Section 00 31 00 - Available Project Information - Phase II/III Environmental Site Assessment, Riverfront Land Inc. Properties, 228, 690, 600, & 610 Leibert Road, Hartford, CT & 100 & 120 Meadow Road, Windsor, CT, DEEP Remediation No.: 14420 prepared for Riverfront Recapture Inc., prepared by Fuss & O'Neill, Inc. dated November 2018, Revised January 2022.
- C. Section 00 31 00 - Available Project Information - Phoenix Environmental Laboratories, Inc. Lab Report GCT22559: Waste characterization samples collected by the Engineer on May 8, 2025, from stockpiles H/I, K, and W.
- D. Section 00 31 00 - Available Project Information - Phoenix Environmental Laboratories, Inc. Lab Report GCT36739: Waste characterization samples collected by the Engineer on May 28, 2025, from stockpiles H/I, K, and W.

- E. Section 00 31 00 - Available Project Information - Remedial Action Plan, RLI Project, Hartford/Windsor, CT, prepared for Riverfront Recapture Inc. prepared by Fuss & O'Neill, Inc. dated July 2025.
- F. Section 01 57 13 - Temporary Erosion and Sediment Control - for erosion and sediment control measures.
- G. Section 31 23 00 - Earthwork - for excavation and backfill requirements including chemical analysis and origin requirements for imported soil material.

1.4 REFERENCES

- A. Occupational Safety & Health Administration
 - 1. 29 CFR 1910.120/1926.65: Safety and Health Regulations for Hazardous Waste Operations and Emergency Response
- B. Regulations of Connecticut State Agencies (RCSA)
 - 1. 22a-133k-1: Remediation Standard Regulations (RSR)

1.5 ABBREVIATIONS

- A. CT DEEP: Connecticut Department of Energy and Environmental Protection
- B. HASP: Site Specific Health and Safety Plan
- C. Res DEC: Residential Direct Exposure Criteria
- D. I/C DEC: Industrial/Commercial Direct Exposure Criteria
- E. GB PMC: GB Pollutant Mobility Criteria

1.6 DEFINITIONS

- A. Excavated material shall be classified into the following groups and stockpiled separately:
 - 1. Clean Soils/Sediments. Soils and sediments excavated with no visual or satisfactory evidence of contamination, or with chemical test results at or below naturally occurring background levels.
 - 2. Impacted Soils and Materials. Soils and materials that may be polluted, contaminated, or hazardous.
 - a. Polluted Soils/Sediments. Known or suspected soils that have pollutant concentrations at a level below the Res DEC and GB PMC but concentrations above laboratory detection limits or naturally-occurring background levels.

- b. Contaminated Soils/Sediments. Known or suspected soils that have contaminant concentrations at a level greater than the Res DEC and GB PMC but that do not meet the hazardous waste criteria.
 - 1) These materials are regulated under the CT DEEP Solid Waste Regulations if designated for offsite disposal.
- c. Hazardous Soils. Soils/Sediments known to contain contaminants at characteristically hazardous concentrations.
- 3. Residual Pesticide Impacted Soil: The top 12" of soil contains residual pesticides and is to be stripped for on-site reuse. Separate topsoil and surface subgrade soil and stockpile topsoil and surface subgrade soil separately. Reuse topsoil where indicated on the Erosion & Sediment Control Plan and surplus topsoil will remain stockpiled in the temporary topsoil stockpile area. Surface subgrade soil can be reused as reuseable soil in excavation and/or fill areas.

1.7 SUBMITTALS

- A. Existing conditions topographic survey of the remedial areas, cove dredge area, cove excavation area, and impacted soil reuse area prepared by a land surveyor registered in Connecticut.
- B. Interim conditions topographic survey of the remedial areas, cove dredge area and cove excavation area following receipt of satisfactory sample test results.
- C. Certification Letters
 - 1. Training: Certify that personnel engaged in site activities have appropriate training per OSHA 29 CFR 1910.120/1926.65.
- D. Qualification Data:
 - 1. Submit copies of current licenses, permits or approvals, as applicable.
 - a. Proposed excavation contractor.
 - b. Proposed waste haulers
 - c. Proposed Transportation Storage and Disposal Facilities.
- E. Waste Manifests: For all waste generated by the project, submit copies indicating receipt by the transporter of waste in question.
 - 1. Records must clearly indicate name of accepting facility, name of the transporter and dates of acceptance.
 - 2. Records must be signed by Owner or Owner's agent.

3. Records must indicate that the disposal facility was provided with satisfactory waste characterization data.
 4. Scale tickets for confirmation of payment.
- F. For Information
1. Site Specific Health and Safety Plan (HASP)
 - a. Written by a Certified Industrial Hygienist or a Certified Industrial Planner.
 - b. Conform to OSHA 29 CFR 1910.120/1926.65.
 - c. Include a hazard evaluation of excavated material based upon information provided in the RAP.
 - d. Include a hazard evaluation of stockpiled soil based on existing sampling data.
 - e. Maintain on-site a copy of the HASP for review by Owner or other authorities having jurisdiction.
 2. Material shipment records required by applicable Federal, State and local regulations.

1.8 QUALITY ASSURANCE

- A. Impacted Material Management Contractor Qualifications: An experienced Contractor that has completed work similar in scope to that indicated for this Project.
1. Permitted under CT DEEP's General Permit to Act as a Contractor to Contain or Remove or Otherwise Mitigate the Effects of Certain Releases (CT DEEP 454 Contractor General Permit).
 - a. Personnel engaged in impacted material management activities have appropriate training per OSHA 29 CFR 1910.120/1926.65.
- B. Testing Agency Qualifications: An independent testing agency, with the experience and capability to conduct the testing indicated, and certified by the State.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Provide equipment free of contamination upon delivery to the site. Equipment that has not been thoroughly decontaminated prior to site delivery, as determined by the Engineer, will be prohibited from entering the site.
1. On-site cleaning of equipment that is not thoroughly decontaminated upon delivery to the site is prohibited.

1.10 PROJECT CONDITIONS

- A. Keep contaminated equipment within designated contaminated work area. Decontaminate equipment each time it is removed from contaminated work area to another area on site.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Plastic Sheet: Polyethylene sheeting, 10-mil minimum thickness, 10 feet minimum width.
- B. Shipping Drums: New DOT approved shipping drums complying with 49 CFR Part 173, labeled in accordance with 49 CFR Part 172, and compatible with liquid and semi-liquid impacted materials present at the site.
- C. Vehicles for Transporting Impacted Material:
 - 1. Registered with CT DEEP, CT DMV and meeting appropriate State and Federal Department of Transportation standards.

PART 3 EXECUTION

3.1 GENERAL

- A. Obtain permits prior to beginning Work.
- B. Provide separate stockpiles for clean soils and each type of impacted soil.
- C. Sweep paved areas daily.
- D. Prevent surface waters from pooling or accumulating in stockpile area.
 - 1. Prevent surface waters from excavated areas in accordance with Sections 01 57 13 - Temporary Erosion and Sediment Control and 31 23 00 - Earthwork.

3.2 DUST CONTROL

- A. Control dust and wind erosion. Control dust to prevent soil from becoming airborne and potentially affecting adjoining properties. Dust control measures may include (but are not limited to):
 - 1. Sprinkling or misting exposed soil surfaces with water.
 - 2. Sweeping and washing paved areas.
- B. Apply water uniformly over the surface when dust becomes visible or when directed by the Engineer.

- C. Cover and anchor soil stockpiles with polyethylene sheeting when not actively working in the area.

3.3 CHARACTERIZATION

- A. Laboratory reports from waste characterization samples collected by the Engineer on May 8, 2025, and May 28, 2025 from stockpiles H/I, K, and W are provided in Section 00 31 00 - Available Project Information to characterize the impacted material for preapproval for off-site transportation and disposal.
- B. Supplemental characterization of the waste required for disposal will be completed by the Engineer and provided to the Contractor at no cost.
- C. Complete the applicable disposal facility applications, permits, and waste profile documentation based on the waste characterization. Submit to Engineer and Owner for approval and signatures.
- D. Prepare the appropriate waste disposal manifests, land disposal restrictions (LDR) and/or bills of lading, which will be required for transportation of the waste off-site.

3.4 DECONTAMINATION PROCEDURES

- A. Follow the requirements of OSHA 29 CFR 1910.120/1926.65 and the site HASP.
 - 1. At a minimum, employ personnel decontamination work practices that limit the spread of contaminants, including the following:
 - a. Use disposable protective clothing
 - b. Practice and implement proper personal hygiene practices including
 - 1) No smoking within the work area
 - 2) Washing of exposed skin areas prior to leaving the work area for breaks, lunch, or at the conclusion of each workday.
- B. Provide labor, materials, tools, and equipment for decontamination of all personnel, equipment and supplies that enter the contaminated work area or are exposed to impacted material.
- C. Dispose of wastes generated from decontamination activities at an appropriate facility.
- D. Equipment Decontamination Resulting from the Work:
 - 1. The Engineer may collect random samples of decontamination fluids or wipe surfaces to ensure proper decontamination procedures are being followed.
 - 2. If the Engineer determines that decontamination procedures are inadequate, supply the necessary labor, materials, tools, and equipment to provide an adequate level of decontamination.

- E. Collect decontamination wastes in DOT approved drums unless otherwise directed by the Engineer.

3.5 LOCATION OF IMPACTED MATERIALS

- A. Areas of known impacted materials are identified on the Drawings. Stake horizontal limits of impacted materials by stake or flags prior to start of excavation.

3.6 EXCAVATION AND STAGING OF IMPACTED SOIL/SEDIMENT

- A. Excavate impacted soil in accordance with Section 31 10 00 - Site Clearing and Section 31 23 00 - Earthwork.
 - 1. Stop excavation immediately and inform Engineer when material not previously identified displays characteristics of contamination.
- B. Construct containment system for stockpiling of impacted soil or soil suspected to be impacted to prevent seepage of soil or water into the environment.
 - 1. Lay down polyethylene sheeting of sufficient size for impacted soil/sediment stockpiles.
 - 2. Install compost filter socks at perimeter of stockpile, in accordance with manufacturer's recommendations.
 - 3. When excavation is ongoing, occasionally mist impacted soil/sediment stockpile with water during windy or dry conditions.
 - 4. Cover stockpile with polyethylene sheeting to contain material and to prevent infiltration of the elements. Secure in place with tires, sandbags or similar weights.
 - 5. Cover soil stockpiles with polyethylene sheeting when not actively working in the area.
- C. Maintain stockpile and containment system. Inspect daily for damage and signs of leakage. Immediately replace damaged materials.

3.7 BACKFILL

- A. Backfill excavations in accordance with Section 31 23 00 - Earthwork.
- B. Maintain and keep excavations open until Engineer confirms suitability of in-place material. Backfilling shall proceed only upon receipt of satisfactory sample test results.
 - 1. Typical sample turnaround time is 10 working days.
 - 2. If requested by the Contractor, the Engineer may allow temporary backfilling when size of excavation obstructs site access or disrupts site activities. Perform temporary backfilling in accordance with the following:
 - a. Line excavation with polyethylene sheeting.

- b. Install and maintain fencing or other appropriate barricades to prevent individuals or vehicles from entering the excavation.
- C. Use existing on-site borrow materials from excavation areas for backfill of excavations.

3.8 LOADING, TRANSPORTATION AND DISPOSAL

A. Impacted Soil

1. Load impacted soils from stockpiles into approved vehicles for transport to a State certified soil recycling/disposal or hazardous waste facility by the T&D Contractor.
2. All transport of materials will be performed by licensed haulers in accordance with applicable local, State, and Federal regulations. Haulers will be appropriately licensed and trucks properly placarded.
3. Queuing of trucks will be preformed on-site in order to minimize off-site disturbance.
4. Trucks used for the transportation of the identified waste stream will arrive at the site decontaminated to the extent practicable. Line truck bodies with polyethylene sheeting prior to loading impacted material.
5. Operate delivery and/or dump trucks, or other diesel powered equipment in accordance with the Regulations of Connecticut State Agencies Section 22a-74.
6. Directly load impacted soil into vehicles and transport to the permitted waste disposal facility, as approved by the Owner.
7. Material transported by trucks exiting the site will be secured with tight-fitting covers and tail gates. The waste transporters must submit, upon the Owner's request, the appropriate State and Federal Department of Transportation (DOT) licenses and/or certifications to haul the impacted material, as required.
 - a. Utilize maximum legal load limits for transport from the site to the disposal facility.
 - b. The Owner will not be responsible for the violations sustained by the waste transporters or drivers including, but not limited to, moving violations, parking violations, accidents or other DOT violations.
 - c. If a nearby weigh station can be identified, weigh trucks at the local weigh station to certify the truck weights during transportation of the waste off-site.
 - d. The Owner will not be responsible for overweight trucks that do not return to the site for weight adjustments prior to their final destination. Provide weight tickets for each truck within the same day, or next day at the latest, of the waste transportation off-site.
8. Deliver scale tickets to the Engineer for confirmation of quantities disposed.

B. Drums

1. If drums are utilized for the collection of decontamination rinse water, these drums are the responsibility of the Contractor and shall be loaded and transported to an appropriate CT DEEP permitted waste disposal facility, as arranged by the Contractor, and approved by the Owner.

3.9 FIELD QUALITY CONTROL

- A. Engineer may collect random samples of decontamination soils and fluids, or wipe surfaces to ensure that proper decontamination procedures are being followed. If decontamination is determined by the Engineer to be ineffective or insufficient, undertake additional decontamination measures necessary to provide an adequate level of decontamination.

END OF SECTION 02 61 16

SECTION 31 10 00 - SITE CLEARING**PART 1 GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and Division 01 specification Sections apply to the work of this Section.

1.2 SECTION INCLUDES

- A. Clearing and grubbing.
- B. Selective removal and trimming.
- C. Earth stripping and stockpiling.
- D. Repair and restoration.
- E. Debris removal.

1.3 RELATED REQUIREMENTS

- A. Section 02 61 16 - Impacted Material Management: Excavation of impacted materials.
- B. Section 31 23 00 - Earthwork:: Fill material for and filling of filling holes, pits, and excavations generated as a result of removal operations.

1.4 REFERENCE STANDARDS

- A. 29 CFR 1910.266 - Logging Operations; Current Edition.
- B. ANSI A300 Part 6 - Tree, Shrub, and Other Woody Plant Management–Standard Practices (Planting and Transplanting); 2012 (Reapproved 2018).

1.5 SUBMITTALS

- A. Site Plan: Showing vegetation removal limits and areas for temporary construction and field offices.
 - 1. Indicate vegetation removal limits.
 - 2. Indicate areas for temporary construction and field offices.
- B. Clearing Firm Qualification Statement: Documentation of specialized experience.
- C. Photographs: Photographic documentation of existing vegetation.

1.6 QUALITY ASSURANCE

- A. Clearing Firm: Company specializing in the type of work required.

1.7 FIELD CONDITIONS

- A. Ambient Conditions: Terminate work during hazardous environmental conditions according to 29 CFR 1910.266.
- B. Temporary Erosion and Sediment Control: Comply with other requirements specified in Section 01 57 13 - Temporary Erosion and Sediment Control.

PART 2 PRODUCTS**2.1 MATERIALS**

- A. Sedimentation Barrier: See Section 01 57 13 - Temporary Erosion and Sediment Control.
- B. Tree Wound Compound: Application capable of sealing vegetation wounds and grafts.

PART 3 EXECUTION**3.1 EXAMINATION**

- A. Identify potential runoff areas.
- B. Identify potential dust sources.
- C. Identify preexisting debris, junk, and trash on-site.
- D. Protect remaining trees and shrubs from damage and maintain vegetation. Employ a licensed arborist to repair tree and shrub damage. Restore damaged vegetation. Replace damaged trees that cannot be restored to full growth, as determined by arborist.
- E. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
- F. Strip topsoil. Stockpile topsoil that will be reused in the Work.
 - 1. Do not remove existing topsoil from the site.
- G. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- H. In areas not to be further excavated, fill depressions resulting from site clearing. Place and compact satisfactory soil materials in 8-inch-thick layers to density of surrounding original ground.

- I. Dispose of waste materials, including trash, and debris off Owner's property. Burning waste materials on-site is not permitted.
 - 1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

3.2 PREPARATION

- A. Protect existing utilities to remain from damage.
- B. Do not disrupt public utilities without permit from authority having jurisdiction.
- C. Protect existing structures and other elements that are to remain.
- D. Install sedimentation barrier according to Section 01 57 13 - Temporary Erosion and Sediment Control.
- E. Develop dust remediation controls and methods. Do not use water if that results in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- F. Remove preexisting debris, junk, and trash on-site.

3.3 CLEARING AND GRUBBING

- A. Scope: Remove trees, shrubs, brush, and stumps in areas of regrading.
- B. Clear site after relocating vegetation in accordance with ANSI A300 Part 6.
- C. Do not remove or damage vegetation beyond the limits indicated on Drawings.
- D. Grubbing: Remove stumps, roots, buried timber, and other vegetation minimum depth 12 inches (30 cm) from ground. Remove rocks minimum depth 6 inches (15 cm) from ground.

3.4 SELECTIVE REMOVAL AND TRIMMING

- A. Selective Removal: Individual tree and shrub identified for removal as indicated on drawings according to 29 CFR 1910.266.

3.5 EARTH STRIPPING AND STOCKPILING

- A. Stripping:
 - 1. Remove topsoil within identified area as indicated on drawings.
- B. Stockpiling:
 - 1. Place topsoil in identified areas as indicated on drawings:
 - a. Pile depth not to exceed 8 feet.

3.6 REMOVED VEGETATION PROCESSING

- A. Do not burn, bury, landfill, or leave on-site.
- B. Trees: Sell if marketable.
- C. Chip, grind, crush, or shred vegetation for mulching, composting, or other purposes; give preference to on-site uses.

3.7 REPAIR AND RESTORATION

- A. Remaining Existing, Utilities, and Site Features: If damaged due to this work, repair or replace to original condition.
- B. Vegetation: Replace damaged or destroyed vegetation identified to remain as indicated on drawings at no cost to Owner:
 - 1. Outside removal limits.
 - 2. Inside protection limits.
- C. Apply tree wound compound according to manufacturer's recommendations.

3.8 DEBRIS REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and windblown debris from public and private lands.

3.9 CLEANING

- A. Leave site clean and ready to receive work.

END OF SECTION 31 10 00

SECTION 31 23 00 - EARTHWORK**PART 1 GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and Division 01 specification Sections apply to the work of this Section.

1.2 SECTION INCLUDES

- A. Rough grading the site for improvements.
- B. Finish grading for planting.
- C. Disposal of unsuitable material.
- D. Disposal of surplus suitable material, if required.

1.3 RELATED REQUIREMENTS

- A. Section 01 57 13 - Temporary Erosion and Sedimentation Control: Slope protection and erosion control.
- B. Section 02 61 16 - Impacted Material Management: Excavation of impacted materials.
- C. Section 31 10 00 - Site Clearing.

1.4 DEFINITIONS

- A. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
 - 2. Bulk Excavation: Excavation more than 10 feet (3 m) in width and more than 30 feet (9 m) in length.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- B. Fill: Soil materials used to raise existing grades.
- C. Finish Grade Elevations: Indicated on Drawings.

- D. Rock: Rock in definite ledge formation; boulders, or the portion of boulders; and unknown masonry or concrete structures 1 cubic yard or more in volume.
- E. Rock in Trenches: Rock in definite ledge formation; boulders, or the portion of boulders; and unknown masonry or concrete structures 1/2 cubic yard or more in volume.
- F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- G. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- H. Subgrade Elevations: Indicated on Drawings.

1.5 REFERENCE STANDARDS

- A. ASTM D1556/D1556M - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method; 2024.
- B. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)); 2012 (Reapproved 2021).
- C. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 2015.
- D. ASTM D4491/D4491M - Standard Test Methods for Water Permeability of Geotextiles by Permittivity; 2022.
- E. ASTM D4533/D4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2015 (Reapproved 2023).
- F. ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles; 2015a (Reapproved 2023).
- G. ASTM D4751 - Standard Test Methods for Determining Apparent Opening Size of a Geotextile; 2021a.
- H. ASTM D4759 - Standard Practice for Determining the Specification Conformance of Geosynthetics; 2002.
- I. ASTM D4833/D4833M - Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products; 2007 (Reapproved 2020).
- J. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth); 2023.

- K. Standard Specifications - Form 819 - State of Connecticut Department of Transportation
Standard Specifications for Roads, Bridges, Facilities and Incidental Construction; 2024.

1.6 SUBMITTALS

- A. Material Test Reports - Physical: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated. Prepare separate reports for each type and application of material.
1. Classification according to ASTM D2487.
 2. Laboratory compaction curve according to ASTM D1557.
 3. Sieve analysis according to ASTM C136 for the gradation of coarse aggregates.
 4. Washed sieved analysis according to ASTM C117 and ASTM C136 for soil and processed materials.
 5. Classification, sieve analysis and laboratory compaction curve for on-site material, in accordance with the above requirements, when requested by the Engineer.
- B. Soil/Material Origin: Provide a description for each originating off-site location or project from which imported soil/material is obtained, including known historical activities occurring on the site, and any possible releases that have occurred.
1. The following are not acceptable:
 - a. Soils/materials originating from sites subject to any Federal or State remediation program.
 - b. Soils/materials that have undergone any treatment process for one or more chemical constituents listed within the CT RSRs.
- C. Product Data: For each type of the following manufactured products required:
1. Geotextiles.
- D. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.7 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E329 and ASTM D3740 for testing indicated.

1.8 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
 - 3. Contact "Call Before You Dig" at 1-800-922-4455 before excavating. Proceed with excavation only after utility locator service completes marking of utility locations.
- D. Do not commence earth moving operations until temporary erosion and sedimentation control measures are in place.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. Locate stockpiles where designated.
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS

2.1 SOIL MATERIALS - GENERAL

- A. Soil materials, whether from sources on or off site must be approved by Owner's geotechnical engineer as suitable for intended use.

2.2 SOIL MATERIALS

- A. Backfill and Fill: Existing on site borrow sources from
- B. Stone Materials: Refer to Standard Specifications - Form 819, Sections M.01.01, M.01.02 and M.01.03:
 - 1. 2 inch Stone: Standard Specifications - Form 819, Section M.01.02, No. 3.
 - 2. 1-1/4 inch Stone: Standard Specifications - Form 819, Section M.01.02, No. 4.

2.3 GEOTEXTILES

- A. Separation Fabric: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; and with the following minimum properties determined according to ASTM D4759 and referenced standard test methods:
 - 1. Minimum Grab Tensile Strength: 200 lbf; ASTM D4632/D4632M.
 - 2. Minimum Tear Strength: 75 lbf; ASTM D4533/D4533M.
 - 3. Minimum Puncture Resistance: 80 lbf; ASTM D4833/D4833M.
 - 4. Minimum Water Flow Rate: 4 gpm per sq. ft.; ASTM D4491/D4491M.
 - 5. Maximum Apparent Opening Size: No. 40; ASTM D4751.

2.4 SOURCE QUALITY CONTROL

- A. Where fill materials are specified by reference to a specific standard, test and analyze samples for compliance .
- B. If tests indicate materials do not meet specified requirements, change material and retest.
- C. Provide materials of each type from same source throughout the work.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that survey bench marks and intended elevations for the work are as indicated.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. Protect and maintain erosion and sediment controls during earth moving operations.
- C. Locate, identify, and protect from damage above- and below-grade utilities that remain.

- D. Protect site features to remain, including but not limited to bench marks and survey control points, from damage by grading equipment and vehicular traffic.
- E. Protect trees to remain by providing substantial fencing around entire tree at the outer tips of its branches; no grading is to be performed inside this line.
- F. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.3 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.4 ROUGH GRADING

- A. Do not remove wet subsoil, unless it is subsequently processed to obtain optimum moisture content.
- B. Benching Slopes: Horizontally bench existing slopes greater than 5:1 to key fill material to slope for firm bearing.
- C. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

3.5 SOIL STOCKPILING

- A. Remove excavated material that is unsuitable for re-use from site.
- B. Stockpile excavated topsoil to be re-used on site; remove remainder from site.
- C. Stockpile excavated subsoil to be re-used on site; remove remainder from site.
- D. Stockpiles: Use areas designated on site; pile depth not to exceed 6 feet; protect from erosion.
- E. Refer to Division 02 Section "Impacted Material Management" for impacted soil stockpile requirements.

3.6 EXPLOSIVES

- A. Use of explosives is not permitted.

3.7 EXCAVATING

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 24 inches outside of concrete forms other than at footings.
 - b. 12 inches outside of concrete forms at footings.
 - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - e. 6 inches beneath bottom of concrete slabs-on-grade.
 - f. 12 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.
- B. Excavate to accommodate construction operations.
- C. Hand trim excavations. Remove loose matter.
- D. Grade top perimeter of excavation to prevent surface water from draining into excavation.

3.8 TRENCHING

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.
- C. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.

3.9 BACKFILLING

- A. Backfill to contours and elevations indicated using satisfactory soils on subgrades free of mud, frost, snow, or ice.
- B. Employ a placement method that does not disturb or damage other work.

- C. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- D. Moisture Content: Maintain moisture content of fill and backfill materials, expressed as a percentage in relation to optimum moisture content, to attain required compaction density.
 - 1. Moisture content of backfill prior to and during compaction to be within plus or minus 2 percentage points dry of optimum and uniform throughout each layer.
- E. Fill Lift Thickness:
 - 1. Heavy, Self-Propelled Equipment: Place and compact materials in equal continuous layers not exceeding 9 to 12 inches loose depth.
 - 2. Hand-Guided Equipment: Place and compact material in equal continuous layers not exceeding 4 to 6 inches loose depth.
- F. Correct areas that are over-excavated.
 - 1. All Areas: Use granular fill, flush to required elevation, compacted to minimum 95 percent of maximum dry density.
- G. Compaction Density Unless Otherwise Specified or Indicated:
 - 1. Density measured according to ASTM D1557.
 - 2. Under Paving, Slabs-on-Grade, Underground Utilities, and Similar Construction: 95 percent of maximum dry density.
 - 3. At Other Locations: 95 percent of maximum dry density.
- H. Reshape and re-compact fills subjected to vehicular traffic.

3.10 FINISH GRADING

- A. Before Finish Grading:
 - 1. Verify subgrade has been contoured and compacted.
- B. Remove debris, roots, branches, stones, in excess of 1 inch in size. Remove soil contaminated with petroleum products.
- C. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 6 inches.
- D. Complete finish grading to elevations and slopes indicated. Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements.

3.11 PLACING TOPSOIL

- A. Where topsoil is to be placed, scarify surface to depth of 3 inches.
- B. Place topsoil where required to level finish grade.
- C. Place topsoil to the following compacted thicknesses:
 - 1. Areas to be Seeded with Grass: 6 inches.
- D. Place topsoil during dry weather.
- E. Remove roots, weeds, rocks, and foreign material while spreading.
- F. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.
- G. Lightly compact placed topsoil.

3.12 REPAIR AND RESTORATION

- A. Existing Facilities, Utilities, and Site Features to Remain: If damaged due to this work, repair or replace to original condition.
- B. Trees to Remain: If damaged due to this work, trim broken branches and repair bark wounds; if root damage has occurred, obtain instructions from Engineer as to remedy.
- C. Other Existing Vegetation to Remain: If damaged due to this work, replace with vegetation of equivalent species and size.

3.13 FIELD QUALITY CONTROL

- A. Compaction density testing will be performed on compacted fill in accordance with ASTM D1556, ASTM D2167, or ASTM D6938.
- B. Results will be evaluated in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D1557 ("modified Proctor").
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest.
- D. Frequency of Tests:
 - 1. Pavement Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m.) or less of paved area or building slab, but in no case fewer than three tests.

3.14 PROTECTION

- A. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

3.15 MAINTENANCE

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerance.
 - 1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.
 - 2. Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.16 CLEANING

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Leave site clean and raked.

END OF SECTION 31 23 00