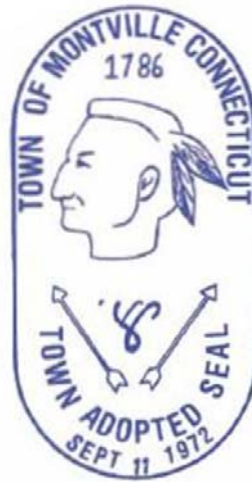


MONTVILLE TOWN HALL

310b Route 32
Uncasville, Montville, Connecticut

Specifications For
MASONRY REPAIR/REPOINTING
AT
310b ROUTE 32
UNCASVILLE, MONTVILLE, CT



CLA Job No. 6765

February 2021

Prepared By:

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I. ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS
TOWN OF MONTVILLE
IS SOLICITING BIDS FOR
MASONRY REPAIR/REPOINTING
310b ROUTE 32
UNCASVILLE, MONTVILLE, CT

Sealed bids for MASONRY REPAIR/REPOINTING AT 310b ROUTE 32, UNCASVILLE, MONTVILLE, CT will be received at Montville Town Hall, 310 Norwich-New London Turnpike, Montville CT, until 10:00 am on April 6th, 2021, prevailing time, at which time they will be publicly opened and read aloud in the Town Council Chambers.

The Contract generally consists of the repair and repointing of the existing exterior brickwork of Building #2 located at 310b Route 32, Uncasville, Montville, CT. The 2-story masonry building has prevalent cracking in the mortar throughout, cracks that extend through bricks, spalling of brick, and mortar loss occurring frequently. One of the principal concerns is water entering into the finished space below the 3rd story's south wall; flashing should be examined during the work. Approximately 20% of exterior brickwork (to be verified by bidder) is in need of repointing, resealing and cleaning. Of this cracking approximately 25 linear feet (to be verified by bidder) is 3/8" or wider. The existing wall system is multi-wythe brick, seemingly re-pointed with high strength grout. A new roof has recently been installed, and must be verified as not obstructing any weeps. The scope of work shall be divided into three (3) separate line items as follows:

1. Repair and repoint cracking that occurs frequently throughout the exterior of the building.
2. Verify flashing and weeps.
3. Clean and re-seal the exterior of the building.

On or after March 12, 2021, Specifications may be obtained from the www.montville-ct.org, which is the official town website. The special procedures for Covid-19 regarding bid submission and public opening can be viewed on the website.

Bid surety in the form of cash, a certified check or bid bond in the amount of five percent 5% of this bid is required. The successful bidder shall also furnish a 100% Performance Bond and a 100% Payment Bond.

The Owner reserves the right to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive any informality in the bids received if it deems it to be in the best interest of the Owner to do so.

No Bidder may withdraw their bid within 60 days after the actual date of bid opening thereof. Should there be reason why the contract cannot be awarded within the specific period, this time

may be extended by mutual agreement between the Owner and the designated, qualified low Bidder.

All bids must be submitted in a sealed envelope bearing the bidder's name.

Responding bidders must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, age, handicap, familial status, sex, or national origin.

OWNER'S REPRESENTATIVE

NOTE: BIDDERS ARE HEREBY ADVISED THAT ONLY BID SURETIES FOR THE THREE LOWEST BIDDERS WILL BE HELD. ALL OTHERS WILL BE RELEASED WITHIN SEVEN DAYS.

II. INFORMATION FOR BIDDERS

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ARTICLE 1 RECEIPT AND OPENING OF BIDS

Sealed bids for the MASONRY REPAIR/REPOINTING AT 310b ROUTE 32, UNCASVILLE, MONTVILLE, CT will be received at Montville Town Hall, 310 Norwich-New London Turnpike, Montville CT at which time they will be publicly opened and read aloud in the Town Council Chambers. The envelopes containing the bids must be sealed and designated as MASONRY REPAIR/REPOINTING AT 310b ROUTE 32, UNCASVILLE, MONTVILLE, CT.

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

ARTICLE 2 PREPARATION OF BID

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

ARTICLE 3 TELEGRAPHIC MODIFICATION

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

ARTICLE 4 CORRECTIONS

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

ARTICLE 5 WITHDRAWAL OF BIDS

Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for the opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for the opening of the bids. Negligence on the part

of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

ARTICLE 6 QUALIFICATIONS OF THE BIDDER

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

ARTICLE 7 OBLIGATIONS OF THE BIDDER

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

ARTICLE 8 CONDITIONS OF WORK

Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands, or with the work being performed by others. The Contractor must satisfy himself by his own investigation and research as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon the transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction and making of connections of the work to existing facilities and utilities, or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the work, requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities and utilities, and all other conditions affecting the work to be done and labor and materials needed.

ARTICLE 9 INFORMATION SUPPLIED TO BIDDERS

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

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

ARTICLE 10 BID SECURITY

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5 percent of the bid. Such checks or bid bonds will be returned to all but the three lowest bidders within five days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract; or if no award has been made within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

ARTICLE 11 METHOD OF AWARD-LOWEST QUALIFIED BIDDER

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

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

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Owner.

ARTICLE 12 EXECUTION OF THE AGREEMENT

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

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

ARTICLE 13 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal the surety deposited with his bid.

ARTICLE 14 NOTICE TO PROCEED

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

ARTICLE 15 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Time Completion

The bidder must agree to commence work on or before the date specified in the written Notice to Proceed of the Owner and to fully complete the total project within 60 consecutive calendar days thereafter.

Liquidated Damages

In addition to the above liquidated damages, the bidder must agree also to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter, as hereinafter provided in the Contract and General Conditions.

ARTICLE 16 POWER OF ATTORNEY

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

ARTICLE 17 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications, or other prebid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to: CLA Engineers, Inc., 317 Main Street, Norwich, CT 06360. In order to be given consideration, such request must be made at least 5 days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be emailed or mailed by certified mail with return receipt requested to all prospective bidders, not later than three days prior to the date fixed for the opening of bids. All Addenda so issued shall become a part of the Contract Documents.

ARTICLE 18 UNCERTAINTY OF QUANTITIES

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

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

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

ARTICLE 19 ITEMS NOT LISTED IN THE BID

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

ARTICLE 20 BALANCED BIDDING

Minus bidding on any item or items of the Specifications is prohibited. Bids should be made on each separate item of work shown in the bid (Proposal) with reasonable relation to the probable cost of doing the work included in such item and the right is reserved to reject wholly any bid in

case any item or items thereof are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain portions of the work are increased or decreased as provided in the Contract Documents.

ARTICLE 21 PRICES

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

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

ARTICLE 22 NONDISCRIMINATION

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

ARTICLE 23 EMPLOYMENT OF LABOR

The Contractors shall inform themselves and to comply with the requirements of Federal, State and local laws governing the employment of labor.

ARTICLE 24 LAWS AND REGULATIONS

The Contractors shall inform themselves and to comply with the requirements of Federal, State and local laws governing the safe execution of the work required herein.

ARTICLE 25 PAYMENT FOR DRAWINGS AND SPECIFICATIONS

See Advertisement for Bids

ARTICLE 26 CONSTRUCTION SCHEDULE

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

ARTICLE 27 SEQUENCING OF WORK

The contractor shall conform to the sequences of work as outlined in the Construction Drawings and Specifications. Variations or modifications to the work sequences shall be submitted in writing to the Engineer prior to construction, for their approval.

The contractor shall coordinate work with the Town of Montville as outlined in the Construction Drawings and Specifications, where appropriate, or as required by the Owner.

All costs associated with sequencing of work and coordination shall be included in the bid prices for other items.

ARTICLE 28 TAXES

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

ARTICLE 29 BORINGS AND SUBSURFACE DATA

N/A

ARTICLE 30 OCCUPATIONAL SAFETY & HEALTH REGULATORY COMPLIANCE

Successful bidders must demonstrate compliance with the applicable safety and health acts.

Successful bidders must also demonstrate compliance with the applicable safety and health acts.

To demonstrate compliance, bidders must provide, with the bid response, documentation supporting compliance with the above standards. This includes: Written company policy and procedure Documentation of employee training and Equipment lists.

The contractor is responsible for ensuring OSHA compliance, and his responsibility includes supervising and monitoring work site conditions for OSHA compliance. If the contractor uses subcontractors the contractor is responsible for ensuring that the subcontractors fulfill their obligations with respect to employee safety, particularly including those which affect the entire site.

The Owner shall consider OSHA violations(s) over the past five years in determining the ability of the Contractor to comply with OSHA requirements and in determining whether contractor is a responsible bidder.

If there has been an OSHA violation within the past five (5) years (measured from the date of the bid), the contractor shall provide copies of the citation(s), all documents regarding final determination of such citations including settlement any explanation(s) of such violation(s).

ARTICLE 31 NON-RESIDENT CONTRACTORS

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

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

or

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

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

All questions shall be directed to the State of Connecticut Department of Revenue Services Public Services Unit at 860-541-3280, or DRS's main line at 860-297-5962.

ARTICLE 32 TOWN OF MONTVILLE RESOLUTION 2000-06

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

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

All bidders are advised the Town of Montville has enacted through resolutions the following special conditions concerning Town bids and purchases.

1. For all Town purchases of goods and services not utilizing State or Federal funds, any Town bidder that has submitted a bid not more than 15% (fifteen percent) higher than the low bid may be awarded the project provided such Town based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one Town based bidder has submitted bids not more than 15% (fifteen percent) higher than the low bid, and have agreed to accept the award of the low bid, the lowest responsible bidder shall be the one of such Town based bidders that submitted the lowest bid. That within the bidding process that all businesses claiming to be Montville businesses, provide the Finance Department (Assessor's Section) with sufficient documentation to prove that they are in compliance with property tax assessments, including motor vehicle tax assessments.
2. Seller agrees that as a condition of his sale of goods and/or services to the Town of Montville, the Town of Montville will be authorized to deduct from the proceeds due Seller an amount not to exceed 25% of the total amount due Seller. Said amount is to be applied against any unpaid and overdue taxes, assessments, fees, or other charges levied by the town of Montville or any agency thereof against the Seller. The Seller further agrees that Seller shall insure that Seller has the right to withhold an amount not to exceed 25% from each subcontractor working for the Seller, and providing goods and/or services to the Town of Montville, and to remit such withheld money to the Town in full or partial satisfaction of any unpaid and overdue taxes, assessments, fees, or other charges levied by the Town of Montville or any agency thereof against such subcontractor.

- End of Section -

III. PROPOSAL FORMS

1. BID PROPOSAL
2. FORM OF BID BOND
3. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
4. STATEMENT OF BIDDER'S QUALIFICATIONS
5. PROPOSED SUBCONTRACTORS
6. BID INTEREST RESPONSE

PROPOSAL
MASONRY REPAIR/REPOINTING
310b ROUTE 32
UNCASVILLE, MONTVILLE, CT

Date: _____

Town of Montville
310b Route 32
Uncasville, Montville, Connecticut 06382

The undersigned _____ doing business in _____ County of _____ State of _____, has examined the site where the proposed construction is to take place and has carefully read the Information to Bidders, General Conditions, Special Conditions, Technical Specifications, Addenda, and examined the drawings therein referred to and he proposes and agrees that he will contract with the Town of Montville to provide all necessary machinery, tools, apparatus, equipment, and other means of construction and do all the work and furnish all the materials specified in the contract, called for in the specifications or shown on the drawings in the manner and time prescribed and according to the requirements of the engineer, as herein set forth and that he will take in full payment, therefore, the following sums to wit:

This Bid includes Addenda numbered (to be filled in by Bidder if Addenda are issued).

1. **This bid includes Occupational Safety and Health Company Policy and Procedure per Article 30 of "Information to Bidders". _____ (check on line).**

The above item must accompany bid proposal or bid proposal will be deemed nonresponsive.

2. **The Contractors has read and familiarized themselves with the applicable required safety procedures. _____ (check on line).**

A signed copy of the Contractors Safety Requirements Acknowledgement Form will be required prior to the start of construction.

BID PROPOSAL
TOWN OF MONTVILLE

MASONRY REPAIR/REPOINTING
310b ROUTE 32
UNCASVILLE, MONTVILLE, CONNECTICUT

TO: Town of Montville
Attn: Theresa Hart
310 Norwich-New London Turnpike
Uncasville, Montville, Connecticut
06382

FROM: _____

The undersigned, having familiarized (himself, itself, themselves) with the existing conditions on the Project Site affecting the cost of the work, and with the Contract Document for the MASONRY REPAIR/REPOINTING AT 310b ROUTE 32, UNCASVILLE, MONTVILLE, CT, and hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, materials not supplied by the Owner, and anything else necessary, including utility and transportation services required to perform and complete this Contract, all in accordance with the Contract Documents at and for the unit prices for work in place for the following work items.

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

All work shall be performed in accordance with the Project Specifications, the requirements of the Town of Montville, and all applicable Federal, State, and Local codes and Standards as amended.

BASE BID:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
-------------	--------------------	-----------------	-------------	-------------------	---------------

1. Repair/Repoint Cracks in Existing Exterior Brickwork
Generally includes all work and materials associated with the removal and disposal of the existing damaged brick, mortar, and all work and materials associated with the installation of repointing.

		1200	S.F.	_____	_____
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UNIT PRICE IN WORDS: _____

ITEM DESCRIPTION QUANTITY UNIT UNIT PRICE AMOUNT

2. Clean and Re-seal Existing Eastward/Street-side Brick Façade
Generally includes all work and materials associated with the cleaning of the existing brick and application of sealants.

6000 S.F. _____

UNIT PRICE IN WORDS: _____

ADD ALTERNATE:

1. Repair damaged / obstructed flashing / weeps
Generally includes all work and materials associated with exposing, inspecting, and repairing flashes and weeps during repointing of brickwork.

350* L.F. _____

UNIT PRICE IN WORDS: _____

*Note that the amount of damaged flashing / weeps is currently unknown and is a hidden condition; the intent of the bid item is to provide an estimated value for potentially undocumented conditions.

2. Expose Lintels, Clean, and Inspect for Major Loss of Section, Reseal
Generally includes all work and materials associated with exposing, cleaning, inspecting, and resealing lintels.

L.S. L.S. _____

UNIT PRICE IN WORDS: _____

The low bid will be determined by the following:

1. If the Owner elects perform only the work (whole or in part) outlined in the BASE BID and NOT to perform the ADD ALTERNATE, then the low bidder will be established by the BASE BID amount only.
2. If the Owner elects to perform the work outlined in the BASE BID and the ADD ALTERNATE, then the low bidder will be established by adding the BASE BID amount to the to-be-performed ADD ALTERNATE amount.

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

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

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

The undersigned agrees, if awarded the Contract, to execute and complete the work within the time specified in the "Information to Bidders".

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

The Bidder acknowledges the receipt of the following Addenda;

Addendum No. _____, dated _____

Addendum No. _____, dated _____

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

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

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

Respectfully submitted:

By _____
(Title)

(Business Address)

(Telephone Number)

(SEAL - if bid is by a corporation)

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ of _____ (hereinafter called the Principal) as Principal,

and _____ a corporation organized and existing under the laws of the State of _____

and duly authorized to transact a surety business in the State of Connecticut (hereinafter called the Surety), are held and firmly bound unto the Town of Montville as Owner, in the penal sum of _____ in lawful money of the United States of America, for the payment of which sum, well and truly made to the Owner, we bind ourselves, our heirs, successors, and assigns, jointly and severally, firmly by these presents has herewith submitted a bid for the for the contract for the MASONRY REPAIR/REPOINTING, 310b ROUTE 32, UNCASVILLE, MONTVILLE, CT project, bids for which are scheduled to be opened on April 6th, 2021

THE CONDITION OF THIS OBLIGATION is such, that whereas the Principal has herewith submitted a bid for the contract for the above referenced project

NOW, THEREFORE, if the following conditions are satisfied, this obligation shall become void:

- a) The Principal shall not withdraw its bid within 60 days after the bid opening of the same without The consent of the Owner, and
- b) The Owner shall award said project to the Principal in writing, and
- c) The Principal shall, as required by the Owner pursuant to the bid specifications for the project, execute a contract in writing for the project within the time specified by the Owner, after being notified by the Owner in writing of the award, including all submissions relating to that contract execution as may be required by the bid specifications, to be submitted to the Owner prior to contract execution, and
- d) The Principal shall deliver such surety bond as shall be acceptable to the Owner for the performance of the work according to said written agreement (contract), and shall in all other respects perform the agreement created by the acceptance of said bid.

Otherwise, the Principal and Surety hereto agree to pay unto the Owner the difference between the amount of the bid of said Principal, submitted herewith, and the amount for which the Owner may contract with another party to perform the work covered by the said bid of the Principal.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for contract execution that the Principal and Owner may agree to, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than _____ calendar days in addition to the original _____ days allowed for expiration of this bid bond.

IN TESTIMONY WHEREOF, the said Principal and Surety have caused this bond to be signed by their duly-authorized representatives and have caused their names and corporate seals to be affixed on this form on the respective dates of their signatures.

Surety

Principal

Print Surety Name

Print Name

Agent's signature and date. **Enclose a valid Power of Attorney**

Signature of Authorized Representative and date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me
this _____ day of _____, 20 ____.

(Title)

My Commission expires _____, 20 ____.

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

15. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner or representative in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20 __.

(Name of Bidder)

By _____

Title _____

State of _____)

) ss.

County of _____)

_____ being duly sworn deposes and says that he is _____
_____ of _____
(name of organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20 __.

Notary Public

My Commission expires _____ 20 __.

PROPOSED SUBCONTRACTORS

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

If none, write "None" _____
.....

*Description of Work _____

Proposed Subcontractor, Name _____

Address _____
.....

*Description of Work _____

Proposed Subcontractor, Name _____

Address _____
.....

*Description of Work _____

Proposed Subcontractor, Name _____

Address _____
.....

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

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

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

Bidder _____
(Fill in Name)

By _____
(Signature and Title)

TOWN OF MONTVILLE

Bid Interest Response

FINANCE@MONTVILLE-CT.ORG

Project Name: **MASONRY REPAIR/REPOINTING AT 310b ROUTE 32**

Date: _____

Bid No.: 2021-3

Company: _____

Address: _____

Contact: _____

Phone: _____ Fax: _____ E-mail: _____

- IV. AGREEMENT AND BOND FORMS
 - 1. CONTRACT AGREEMENT
 - 2. CERTIFICATION
 - 3. FORM OF PERFORMANCE BOND
 - 4. FORM OF PAYMENT BOND

AGREEMENT

THIS AGREEMENT, made this the ___ day of _____ 20___, by and between Town of Montville acting herein through Donald Bourdeau of the Town of Montville, hereinafter called “OWNER” and _____, an individual, a partnership, a corporation doing business _____ hereinafter called the “CONTRACTOR”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction MASONRY REPAIR/REPOINTING AT 310b ROUTE 32, UNCASVILLE, MONTVILLE, CT hereinafter called the project, for the sum of _____ Dollars (\$) and all extra work in connection therewith, under the terms as stated in the Contract Documents and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance’s, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Contract Documents.

The term “Contract Documents” means and includes the following:

- (A) ADVERTISEMENT FOR BID
- (B) INFORMATION FOR BIDDERS
- (C) BID PROPOSAL
- (D) BID BOND
- (E) AGREEMENT
- (F) GENERAL CONDITIONS
- (G) SPECIAL CONDITIONS
- (H) PAYMENT BOND
- (I) PERFORMANCE BOND
- (J) CERTIFICATE OF OWNER’S ATTORNEY
- (K) NOTICE OF AWARD

- (L) NOTICE TO PROCEED
- (M) CHANGE ORDER
- (N) DRAWINGS prepared by CLA Engineers, Inc.
- (O) SPECIFICATIONS prepared by CLA Engineers, Inc.
- (P) ADDENDA:

No. _____, dated _____, 20__

No. _____, dated _____, 20__

The OWNER will pay the CONTRACTOR in the manner and at such time as set forth in the GENERAL CONDITIONS such amounts as required by the Contract Documents.

This AGREEMENT shall be binding upon all parties hereto and the respective heirs, executors, administrators, successors, and assignors.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER: _____

CORPORATE SEAL:

BY _____
(Title)

ATTEST _____

CONTRACTOR: _____

CORPORATE SEAL:

BY _____
(Title)

ATTEST _____

CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the Town of Montville, do hereby certify as follows:

I have examined the above contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: _____

PERFORMANCE BOND

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

_____ a _____
(Corporation, Partnership, or Individual)

hereinafter called "Principal" and _____
(Surety)

of, _____ State of _____ hereinafter called the

"Surety", are held and firmly bound into of _____ of
(Owner)

_____, hereinafter called "Owner", in the penal sum of
(City and State)

_____ Dollars

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

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

MASONRY REPAIR/REPOINTING AT 310b ROUTE 32, UNCASVILLE, MONTVILLE, CT

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

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

extension of time, alteration or addition to the terms of the contract or to the work of to the specifications.

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

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

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Principal

(Address-Zip Code)

Principal
By _____ (s)

(Address-Zip Code)

Surety

ATTEST:

(Surety) Secretary
(SEAL)

Witness as to Surety

(Address-Zip Code)

By _____
Attorney-in-Fact

(Address-Zip Code)

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

PAYMENT BOND

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

_____ a _____
(Corporation, Partnership, or Individual)

hereinafter called "Principal" and _____
(Surety)

of, _____ State of _____ hereinafter called the

"Surety", are held and firmly bound into of _____ of
(Owner)

_____, hereinafter called "Owner", in the penal sum of
(City and State)

_____ Dollars

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

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

MASONRY REPAIR/REPOINTING, 310B ROUTE 32, UNCASVILLE, MONTVILLE, CT

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

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

extension of time, alteration or addition to the terms of the contract or to the work of to the specifications.

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

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

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Principal

(Address-Zip Code)

Principal
By _____ (s)

(Address-Zip Code)

Surety

ATTEST:

(Surety) Secretary
(SEAL)

Witness as to Surety

(Address-Zip Code)

By _____
Attorney-in-Fact

(Address-Zip Code)

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

V. GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS
2. DEFINITIONS
3. REPRESENTATIVES OF THE CONTRACTOR
4. CONTRACT SECURITY
5. CONTRACTOR'S OBLIGATIONS
6. SUPERINTENDENCE BY THE CONTRACTOR
7. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES
8. USE OF PREMISES AND REMOVAL OF DEBRIS
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10. PROTECTION OF WORK AND PROPERTY - EMERGENCY
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14. THE OWNER'S CONTROL NOT LIMITED
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- 54. USE OF "HE", "HIS" OR "HIM"

ARTICLE 1 CONTRACT AND CONTRACT DOCUMENTS

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

ARTICLE 2 DEFINITIONS

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

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

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

ARTICLE 3 REPRESENTATIONS OF THE CONTRACTOR

The Contractor represents and warrants:

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

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

ARTICLE 4 CONTRACT SECURITY

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

ARTICLE 5 CONTRACTOR'S OBLIGATIONS

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

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

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

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

ARTICLE 6 SUPERINTENDENCE BY THE CONTRACTOR

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

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

ARTICLE 7 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

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

ARTICLE 8 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor undertakes, at his own expense:

- A. To take every precaution against injuries to persons or damage to property.
- B. To store his apparatus, materials, equipment, and supplies in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or any others.

- C. To place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- D. To clean frequently all refuse, scrap, and debris caused by his operations, and to dispose of same away from the site, so that the work site is maintained in a neat, workmanlike appearance.
- E. To effect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor.
- F. Before final payment, to remove all surplus materials, falsework, temporary structures, including foundations thereof, plants of any description, and debris of any nature resulting from his operations and to dispose of same away from the site, so that the site is left in a neat, orderly, and workmanlike condition.

ARTICLE 9 GENERAL WARRANTY

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

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

ARTICLE 10 PROTECTION OF WORK AND PROPERTY - EMERGENCY

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

- C. Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or authorized by the Owner.
- D. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the contract documents.

ARTICLE 11 WEATHER CONDITIONS

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

ARTICLE 12 THE OWNER'S AUTHORITY

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

ARTICLE 13 ALL WORK SUBJECT TO CONTROL BY THE OWNER

- A. In the performance of the work, the Contractor shall abide by all orders, directions, and requirements of the Owner, and shall perform all work to the satisfaction of the Owner, and at such times and places, by such methods, and in such manner and sequence as he may require. The Owner shall determine the amounts, quality, acceptability, and fitness of all parts of the work. The Owner shall interpret the drawings, specifications, contract documents, all other documents, and the extra work orders. The Owner shall also decide all other questions in connection with the work. The Contractor shall employ no plant, equipment, materials, methods or

men to which the Owner objects and shall remove no plant, materials, or equipment or other facilities from the work site without the Owner's permission. Upon request the Owner will confirm in writing any oral order, direction, requirement, or determination.

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

ARTICLE 14 THE OWNER'S CONTROL NOT LIMITED

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

ARTICLE 15 RIGHT OF THE OWNER TO TERMINATE THE CONTRACT

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

ARTICLE 16 INTERPRETATION OF THE DRAWINGS AND SPECIFICATIONS

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

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

ARTICLE 17 INSPECTION

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

ARTICLE 18 REPORTS, RECORDS AND DATA

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

ARTICLE 19 RIGHTS-OF-WAY AND SUSPENSION OF WORK

Land and rights-of-way for the purpose of this contract shall be furnished by the Owner to the extent shown on the drawings; the Owner will use due diligence in acquiring said lands and rights-of-way as speedily as possible.

If however, lands or rights-of-way cannot be obtained before work on the project begins, the Contractor shall begin his work upon such land or rights-of-way as have been previously acquired by the Owner, and no claims for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement by reason of litigation, or by reason of its inability to procure the lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert a claim

for damages by reason of the said delay, or to withdraw from the contract except by consent of the Owner. Time for completion of work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

ARTICLE 20 SUBCONTRACTORS

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

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

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

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

ARTICLE 21 ASSIGNMENTS

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

ARTICLE 22 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

ARTICLE 23 SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the construction of the contemplated work of the project, or contiguous projects of the Owner. The Contractor, therefore,

will afford to any such other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, will properly connect and coordinate his work with theirs, and will not commit or permit any act which will interfere with the performance of their work.

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for storage of materials and in the detailed execution of the work. Failure by the Contractor to keep informed on the progress of the work, or failure to give notice of the lack of progress or defective workmanship by others, shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with and performance of his own work.

ARTICLE 24 SAFETY AND HEALTH REGULATIONS

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

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

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

ARTICLE 25 SHOP OR SETTING DRAWINGS

- A. The Contractor shall submit promptly to the Owner three (3) paper copies (or electronic .pdf copies) of each shop or setting drawing prepared in accordance with a schedule predetermined by the Contractor. After examination of such drawings by the Owner, and the return thereof, if resubmission is required the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Owner with three (3) corrected paper copies (or electronic .pdf copies). Regardless of corrections made in or approval given to such drawings by the Owner, the Contractor will, nevertheless, be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications, unless he notifies the Owner in writing of any deviations at the time he furnishes the drawings.

- B. Shop drawings of all fabricated work shall be submitted to the Owner for approval and no work shall be fabricated by the Contractor save at his own risk until approval has been given by the Owner.
- C. The Contractor shall submit all shop and setting drawings on dates sufficiently in advance of requirements to enable the Owner ample time for reviewing the same, including time for correcting, resubmission and reviewing if necessary, and no claim for delay will be granted the Contractor by reason of his failure in this respect.
- D. All shop drawings submitted must bear the stamp of the Contractor as evidence that the drawings have been checked by him. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmissions. If the shop drawings show deviations from the requirements of the contract documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal to the Owner, in order that if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract documents even though the shop drawings have been approved.
- E. Where shop drawings are submitted by the Contractor that indicate a departure from the contract which the Owner deems to be a minor adjustment in his interest and not involving a change in the contract price or extension of time, the Owner may approve the drawings but the approval will contain in substance, the following:
 - a. "The modification shown on the attached drawings is approved in the interest of the Owner to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the contract price or an extension of time; that it is subject generally to all contract stipulations and covenants; and that it is without prejudice to any rights of the Owner under the contract and bond or bonds."
- F. The approval of the shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the contract, nor shall it relieve him of the responsibility for any error which may exist.
- G. The Contractor agrees to hold the Engineer and the Owner harmless and defend them against damages or claims for damages arising out of injury to others or property of third persons which result from errors on shop, working, or setting drawings whether or not they have been approved by the Engineer and/or the-Owner.

ARTICLE 26 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

ARTICLE 27 MATERIALS, SERVICES AND FACILITIES

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

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

ARTICLE 28 CONTRACTOR'S TITLE TO MATERIALS

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

ARTICLE 29 INSPECTION AND TESTING OF MATERIALS

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

All materials and workmanship shall be subject to inspection, examination, and testing by the Owner at any and all times during manufacture and/or construction and at any and all places where

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

ARTICLE 30 BRAND OR EQUAL CLAUSE

Recipients must incorporate in their specifications a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided if at all possible when it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description approved by the Owner may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

ARTICLE 31 PATENTS

- A. The Contractor shall hold and save the Owner harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the- contract, including its use by the Owner.
- B. License and/or royalty fees for the use of a process which is authorized by the Owner must be reasonable, and paid to the holder of the patent, or his authorized agent, directly by the Contractor.
- C. If the Contractor uses any design, device, or material covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patent or copyrighted design, device, or material.
- D. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties, license fees or costs arising out of the use of such process, design, device or materials in any way involved in the work. The Contractor and/or his Surety shall indemnify and save the Engineer and the Owner harmless from all claims for infringement by reason of use of such patented material, device or design, in connection with the work under this contract, and shall indemnify the Engineer and the Owner for any cost, expense or damage which it may be obligated to pay for reason of such infringement at any time during the prosecution of the work.

ARTICLE 32 CONTRACTOR'S BOND AND INSURANCE

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

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

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

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

- A. Premises Operations, including X, C and U coverages as applicable.
- B. Independent Contractor' Protective.
- C. Products and Completed Operations.
- D. Personal Injury Liability with Employment Exclusion deleted.
- E. Contractual.
- F. Owned, non-owned and hired motor vehicles.
- G. Broad Form Property Damage including Completed Operations.

Workers' Compensation

State:	Statutory
Voluntary Compensation (by any exempt entities)	Same as State Workers' Compensation
Employer's Liability	\$1,000,000 Each Accident \$1,000,000 Disease, Policy Limit \$1,000,000 Disease, Each Employee

General Liability (Including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate
- (b) Property Damage:
 - \$1,000,000 Each Occurrence

\$1,000,000 Aggregate

- (c) Property Damage Liability Insurance shall include coverage for the following hazards:

 X X (Explosion), X C (Collapse), X U (Underground)

- (d) Contractual Liability (Hold Harmless Coverage) or included in Commercial General Liability Coverage:

(1) Bodily Injury:

\$1,000,000 Each Occurrence

(2) Property Damage:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

- (e) Personal Injury, (with Employment Exclusion deleted if applicable):

\$1,000,000 Aggregate

- (f) If General Liability policy includes a General Aggregate, such General Aggregate shall not be less than \$1,000,000. Policy shall be endorsed to have General Aggregate apply to this Project only.

Umbrella Excess Liability or \$1,000,000 excess which would not require a retention.

\$1,000,000 Over Primary Insurance

\$10,000 Retention

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

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

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

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

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

The Contractor shall purchase and maintain, until final payment, property insurance upon the Work at the site in an amount equal to the total bid price for the completed construction. This insurance shall include the interests of Owner, Contractor, Subcontractors, Engineer and Engineer's consultants in the Work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage, and shall include damages, losses and expenses rising out of

or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). This insurance shall be provided on the completed value form. If not covered under the “all risk” insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portion of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

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

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

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

The insurance company must be licensed to do business in the State of Connecticut and must be satisfactory to the Owner.

ARTICLE 33 REPRESENTATIONS OF CONTRACTOR

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

ARTICLE 34 INDEMNITY OF OWNER BY CONTRACTOR

The Contractor shall indemnify and save harmless the Owner against any and all damages to property or injuries to or death of any person or persons, including property and employees or

agents of the Owner, and shall defend, indemnify and save harmless the Owner from any and all claims, demands, suits, actions or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of Contractor or his subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance which, in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless, the Owner against all liability, judgments, costs and expenses which may in any wise come against the Owner or which may in any wise result from carelessness, omission or neglect of the Contractor or his agents, employees or workmen in any way arising or resulting from the operation in connection herewith, including all liability to the Owner resulting from the failure to erect or maintain sufficient railing or fence as required by Section 13a-111, Connecticut General Statutes, and against all liability from defects claimed to be in violation of Section 13a-149, Connecticut General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the contract.

ARTICLE 35 TERMINATION FOR CONVENIENCE

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

ARTICLE 36 COMPETENT HELP TO BE EMPLOYED

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

ARTICLE 37 SPIRITUOUS LIQUORS AND DRUGS

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

ARTICLE 38 PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR

The Contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color,

religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the Contractor as relate to the provisions of this section.

ARTICLE 39 CLAIMS FOR EXTRA WORK

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

ARTICLE 40 WORK CHANGES

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

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

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

For work to be performed under a Lump Sum agreement the Contractor may apply a 15% allowance for overhead and profit against the net cost of work actually to be performed by him

except that in the event the change in work to be performed by him results in a net omission then no percentage for overhead and profit shall be allowed.

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

For work to be performed by a subcontractor the cost to the Owner may include the net cost to the subcontractor plus an allowance of an amount not to exceed 15% of the net cost for the subcontractor's overhead and profit, except that in the event that the change in work results in a net omission for the subcontractor there shall be no application of the 15% overhead and profit.

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

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

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

ARTICLE 41 OWNER'S RIGHT TO DO WORK

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

ARTICLE 42 PAYMENTS

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

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

ARTICLE 43 PAYMENT TO SUB-CONTRACTOR

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

ARTICLE 44 WORK IN INCLEMENT WEATHER

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

ARTICLE 45 ARCHEOLOGICAL FINDS

The Contractor, for the life of this contract, is herewith required to immediately notify the following organizations in the event that any articles such as "Charcoal", "bone", "shell", "cultural objects, fire cracked stones or stone flaking material" or any other such related items of historical significance are discovered:

David Pourier
Connecticut Historic Preservation Commission
59 South Prospect Street
Hartford, Connecticut 06106 (Tel. 566-3116)

The resident engineer or inspector for the project must also be contacted.

ARTICLE 46 POWER AND WATER

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

ARTICLE 47 TOILET ACCOMMODATIONS

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

ARTICLE 48 LIENS

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

ARTICLE 49 PROGRESS PAYMENTS

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

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

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

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

- A. Pay the Request for Payment as approved less a five percent (5%) retainage, until substantial completion of the project, at which time the retainage will be reduced to two percent (2%) until final completion.

- B. Withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered provided he informs the CONTRACTOR in writing of his reasons for withholding payment in whole or in part:
1. Defective work.
 2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 3. Failure of the CONTRACTOR to make payments to Subcontractors, material suppliers or labor.
 4. Damage to another Contractor.

ARTICLE 50 GENERAL GUARANTEE

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

ARTICLE 51 FINAL INSPECTION AND ACCEPTANCE

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

ARTICLE 52 FINAL PAYMENT

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

ARTICLE 53 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

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

ARTICLE 54 USE OF "HE", "HIS" OR "HIM"

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

VI. SPECIAL CONDITIONS

INDEX TO SPECIAL CONDITIONS

ARTICLE	TITLE
1.	GENERAL
2.	CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES
3.	SEQUENCE OF WORK
4.	STREETS AND SIDEWALKS TO BE KEPT OPEN
5.	LIGHTS, BARRIERS, WATCHMEN AND INDEMNITY
6.	NIGHT WORK
7.	DIFFERING SITE CONDITIONS
8.	DISPOSAL OF MATERIALS
9.	INTERFERENCE WITH EXISTING STRUCTURES
10.	FINISHING AND CLEANING UP
11.	CLEAN UP AT CONTRACTOR'S EXPENSE
12.	RIGHTS OF ACCESS
13.	CLEANING FINISHED WORK
14.	DUST CONTROL
15.	FIRE PROTECTION AND PREVENTION
16.	WORK BY OTHERS
17.	FIRE AND POLICE NOTIFICATION
18.	TEMPORARY POWER
19.	FAILURE TO REPAIR
20.	TRAFFIC CONTROL
21.	COOPERATION WITH UTILITIES
22.	EMERGENCY TELEPHONE NUMBERS

ARTICLE 1 GENERAL

- A. The Owner and the Contractor agree that the following special conditions shall apply to the work to be performed under this Contract and that such provisions shall supersede any conflicting provisions of this Contract.
- B. The rights and remedies of the Owner provided for in these clauses are in addition to any other rights and remedies provided by law and under this Contract.

ARTICLE 2 CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES

The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Owner, and shall notify the Owner of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omissions in these specifications, drawings, or schedules. The Owner will furnish all instructions should such error or omissions be discovered, and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 3 SEQUENCE OF THE WORK

The contractor shall conform to the sequences of work as outlined in the Construction Drawings and Specifications. Variations or modifications to the work sequences shall be submitted in writing to the Engineer prior to construction, for their approval. The Contractors scheduling shall state the methods and shall forecast the times of doing each portion of the work. Before beginning any portion of the work, the Contractor shall give the Owner advance notice and ample time for making necessary preparation.

The contractor shall coordinate work with the Town of Montville as outlined in the Construction Drawings and Specifications, where appropriate, or as required by the Owner.

All costs associated with sequencing of work and coordination shall be included in the bid prices for other items.

ARTICLE 4 STREETS AND SIDEWALKS TO BE KEPT OPEN

The Contractor shall at all times keep the streets and highways in which he may be working open for pedestrian and vehicular traffic.. The Contractor shall conduct his work in such a manner as the Owner may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it.

The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus with provisions for the apparatus so it can travel along the line of the pipe installations.

ARTICLE 5 LIGHTS, BARRIERS, WATCHMEN, AND INDEMNITY

The Contractor shall erect and maintain such barriers, lighting, warning lights, danger warning signals, and signs that will prevent accidents during the construction work and protect the work and insure the safety of personnel and the public at all times and places; the Contractor shall indemnify and protect the Owner and the Engineer in every respect from injury or damage whatsoever caused by any act of neglect by the contractor or his subcontractors, or their servants or agents, including any claims arising out of failure to erect and maintain sufficient railing or fence as required by Section 13A-111 Connecticut General Statutes from claims or defect in violation of 12A-14q Connecticut General Statutes.

In addition to the above, when and as necessary, or when required by the Owner, the Contractor shall post sign and employ watchmen or flagmen for the direction of traffic at the site and for excluding at all times unauthorized persons from the work site.

The Contractor shall be responsible for excluding at all times from the land within the easement areas, all persons not directly connected with the work.

ARTICLE 6 NIGHTWORK

Nightwork, or work on Saturdays, Sundays, or legal holidays requiring the presence of an engineer or inspector, will not be permitted except as designated by the Owner in case of an emergency. Should it be necessary for the Owner to operate an organization for continuous nightwork or for emergency nightwork, the lighting, safety and other facilities which are deemed necessary shall be provided by the Contractor. Compensation for this work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid, and no extra compensation will be paid by the Owner.

ARTICLE 7 DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly and before such conditions are disturbed, notify the Owner in writing of: (1) sub-surface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Owner shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

- B. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Owner.
- C. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 8 DISPOSAL OF MATERIALS

The materials used in the construction of the work, shall be disposed away from the site in such manner so that will not endanger persons or the work, and so that free access may be had at any time to all hydrants and gates in the vicinity of the work. The materials shall be kept trimmed up so that as little inconvenience as possible to the public or adjoining tenants is caused.

ARTICLE 9 INTERFERENCE WITH EXISTING STRUCTURES

Whenever it may be necessary to cross or interfere with existing structures needing special care, due notice shall be given to the Owner, and the work shall be done according to his directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it, and any damage caused shall be thoroughly repaired. If so directed by the Owner, the location of any existing structure shall be changed to meet the requirements of the new work.

All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the property Owner and/or the Owner, and at no additional expense to the Owner.

ARTICLE 10 FINISHING AND CLEANING UP

In completing his operations, the Contractor shall immediately remove all surplus material, tools, and other property belonging to him, leaving the entire street or surroundings free and clean and in good order, at no additional expense to the Owner. The Contractor shall exercise special care in keeping the rights-of-way and private lands upon which work is performed free and clean of all debris, and shall remove all tools and other property when they are not in use.

ARTICLE 11 CLEAN UP AT THE CONTRACTOR'S EXPENSE

In case the Contractor fails or neglects to promptly remove all surplus materials, tools, and incidentals after backfilling, leaving the street or surrounding area clean and free of debris, and do the required repaving when ordered, the Owner may, after 24 hours notice, cause the work to be done and the cost thereof deducted from any payment due to the Contractor.

ARTICLE 12 RIGHTS OF ACCESS

Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area. The Owner or any other contractors employed by him, the various utility companies, contractors or subcontractors employed by State or Federal agencies, or any other agencies involved in the general- project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of the area as is directed or necessary. When the territory of one contract is the convenient means of access to the other, the Contractor shall arrange his work in such a manner as to permit such access to the other and prevent unnecessary delay to the work as a whole.

ARTICLE 13 CLEANING FINISHED WORK

After the work is completed, the brick, glass, sidewalk, and structures shall be carefully cleaned free of debris and dirt, broken masonry, and mortar, and left in first class condition, ready to use. All temporary or excess materials shall be disposed of off-site and the work left broom clean, to the satisfaction of the Owner.

ARTICLE 14 DUST CONTROL

The Contractor shall exercise every precaution and means to prevent and control dust arising out of all construction operations from becoming a nuisance to abutting property owners or surrounding neighborhoods. No extra payment will be made for dust control measures, compensation shall be considered to be included in the prices stipulated for the appropriate items as listed in the bid.

ARTICLE 15 FIRE PREVENTION AND PROTECTION

All State and municipal rules and regulations with respect to fire prevention, fire-resistant construction, and "fire protection" shall be strictly adhered to and all work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

All fire protection equipment such as water tanks, hoses, pumps, extinguishers, and other materials, and apparatus, shall be provided for the protection of the contract work, temporary work, and adjacent property. Trained personnel experienced in the operation of all fire protection equipment and apparatus shall be available on the site whenever work is in progress, and at such other times as may be necessary for the safety of the public and the work.

ARTICLE 16 WORK BY OTHERS

The Owner reserves the right to do any other work which may be connected with, or become a part of, or be adjacent to the work embraced by this contract, at any time, by contract or otherwise. The Contractor shall not interfere with the work of such others as the Owner may employ, and shall execute his own work in such a manner as to aid in the execution of the work of others as may be required. No backfilling of trenches or excavations will be permitted until such work by the Owner is completed.

ARTICLE 17 FIRE AND POLICE NOTIFICATION

If it becomes necessary at any time to temporarily barricade a street or cause detours to be put up, or rerouting of traffic, the Fire and Police Departments, SEAT, Board of Education, and American Ambulance shall be notified by the Contractor, and their consent obtained before any such action is initiated.

ARTICLE 18 TEMPORARY POWER

The Contractor shall make all the necessary arrangements with the power company for providing temporary electric power for his use. All unauthorized sources of power, such as from neighboring homes, shall be prohibited.

ARTICLE 19 FAILURE TO REPAIR

Any emergency arising from the interruption of electric, gas, water, telephone, sewer and cable service due to the activities of the Contractor, shall be repaired by the Contractor as quickly as is possible.

If and when, in the opinion of the Owner, the Contractor is not initiating repair work as expeditiously as possible upon notification to do so, the Owner may, at his own option, make the necessary repairs using his own forces or those of others. The cost of such repairs shall be subtracted from the payments due to the Contractor.

ARTICLE 20 TRAFFIC CONTROL

- A. The Contractor shall schedule and perform his work so as to cause minimum interference to traffic and to safeguard all highways and traffic therein, and to cause absolutely no interference to fire and emergency vehicles. Construction equipment and materials shall be located as to not endanger the work or obstruct traffic.
- B. Every reasonable means shall be made to reduce, to a minimum, interference with and inconvenience to business concerns on account of the construction work.
- C. The Contractor shall provide and maintain all signs, barricades, and traffic control equipment that may be required for the satisfactory performance of providing traffic control.

ARTICLE 21 - COOPERATION WITH UTILITIES

The Contractor shall coordinate his operations with the Owners of all underground or overhead utility lines within the project area.

The Contractor shall be liable for all damages or claims received or sustained by any persons, corporations or property in consequence of damage to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor.

ARTICLE 22 - EMERGENCY TELEPHONE NUMBER

The CONTRACTOR is required to provide the OWNER with a telephone number which can be used during emergencies, 24 hours per day, seven days per week, to reach the CONTRACTOR.

VII. TECHNICAL SPECIFICATIONS

INDEX TO TECHNICAL SPECIFICATIONS

SECTION	TITLE
1.00	General Requirements
04500	Masonry Restoration

SECTION 1.00
GENERAL REQUIREMENTS

1.01 SUMMARY OF WORK

1.01.1 Description:

The work required under this contract covers the following:

The Contract generally consists of the repair and repointing of the existing exterior brickwork of Building #2 located at 310b Route 32, Uncasville, Montville, CT. The 2-story masonry building has prevalent cracking in the mortar throughout, cracks that extend through bricks, and mortar loss occurring frequently; approximately 20% of exterior brickwork (to be verified in field) is in need of repointing, resealing and cleaning. Of this cracking approximately 25 linear feet (to be verified in field) is 3/8" or wider. The existing wall system is multi-wythe brick, seemingly re-pointed with high strength grout. The scope of work shall be divided into five (2) separate line items as follows:

1. Repair and repoint cracking that occurs frequently throughout the exterior of the building.
2. Clean and re-seal the exterior of the building.

The contractor shall be responsible to purchase, provide, and install all materials (temporary and permanent) and equipment necessary to complete the work specified with full manufacturer's requirements and warranty.

The entire work provided for in these Contract Documents shall be constructed and finished in every respect in a good workmanlike and substantial manner. It is not intended that the Contract Documents note every detail piece of material or equipment, but such parts and pieces as may be in accordance with the best practices and regulatory requirements, even though not noted, shall be furnished and installed. All materials and equipment shall be new unless specifically stated otherwise in these Contract Documents.

1.01.2 Location of Site:

The work site for this contract lies at 310b Route 32 in Uncasville, Montville, Connecticut.

1.01.3 Work Sequence:

Work shall be sequenced so as to allow for uninterrupted continuance of normal business at the Social Services House (Building #2). The contractor shall conform to the sequences of work as outlined in the Construction Documents. Variations or modifications to the work sequences shall be submitted in writing to the Engineer prior to construction, for their approval.

The contractor shall coordinate work with the Town of Montville as outlined in the Contract Documents, where appropriate, or as required by the Owner.

All costs associated with sequencing of work and coordination shall be included in the bid price.

The Contractor shall submit a construction schedule and modify it from time to time as need arises. The Construction schedule shall be based on the specified completion time. The Construction Schedule shall show the order of work including such significant tasks as mobilization and preparation, the removal of existing finishes, installation of new roofing finishes, installation of new gutters, and project completion. The Construction Schedule shall be submitted for the Owner's approval prior to start of Construction and updated at the time of submitting each request for progress payment.

1.01.4 Survey Assistance:

Furnish helpers on an as needed basis to assist the Engineer in checking work.

1.01.5 Project Coordination:

The work included in these Contract Documents is to be performed under the responsibility of a single prime contract. The Contractor is responsible for the coordination of all the work, whether performed by its own personnel or its subcontractor, and will maintain such procedures as necessary to keep its workman and suppliers informed of project progress so as not to unnecessarily delay completion of the Work.

1.01.6 Standard Specifications:

The 2015 IBC (International Building Code) as amended for the 2018 CT Building Code, shall apply and be considered a part of this specification as though it were bound herein.

1.01.7 Building Permits:

The Contractor shall be required to apply for and purchase all building permits required to perform all work noted in the Contract Documents. All costs associated shall be included in the bid price.

1.01.8 Site Conditions:

The Contractor shall be aware of site features and utilities directly adjacent to and around the building. Some of these features include but are not limited to overhead utility lines, overhead utility lines connected to the building, pedestrian sidewalk, parking lot, and buried utilities. Contractor shall perform their work in such a manner as to not obstruct, damage, nor interfere with any of these items. All utility lines shall remain operational during construction. Contractor shall maintain and provide protection for pedestrian traffic during construction. Any

temporary closures of any traffic areas shall be brought to the attention of the Owner for approval a minimum of 7 days in advance; the Owner does intend to close any public traffic areas unless absolutely necessary. All costs associated with this work shall be included in the bid price.

1.01.9 Demolition Scope of Work:

This work covers the complete removal of broken/damaged brick/mortar. This Contractor shall be responsible for all field review and verifications of all existing conditions.

1.01.10 New Scope of Work:

The scope includes repair of the cracking on the exterior face of the existing building façade, including the upper story wall. The scope includes the sealing and re-pointing of the brickwork. Flashing is to be verified and repaired as necessary as an add alternate if/when problems are found. Flashing concerns include damaged flashing and misdirected/covered weeps.

This Contractor shall review the work indicated against actual work in the field and contact the Engineer should any discrepancies occur that would have an impact on design, installation or cost on the finish project.

The work described above does not address the full and complete scope of the project but provides a general description of the type work indicated for this project.

The work shall continue until the project is completed and finished in every way, water tight and ready for the Owner's use and occupation and as intended.

In addition all work must be prepared, administered and installed in a completely safe manner, securing the building and grounds at the end of each day's work.

END OF SECTION 1.00

SECTION 04500 - MASONRY RESTORATION AND CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, photos and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of masonry restoration work is indicated on drawings and photos.
- B. Masonry restoration work includes the following:
 1. Repointing masonry where necessary throughout the exterior brickwork.
 2. Grinding and patching major cracks where required.
 3. Brick cleaning all surfaces to be sealed.
 4. Brick sealing all surfaces.

1.3 QUALITY ASSURANCE

- A. Restoration Specialist: Work must be performed by a firm having not less than 5 years successful experience in comparable masonry restoration projects and employing personnel skilled in the restoration processes and operations indicated.
- B. Repointing: Prepare 2 separate sample areas of approximately 2 feet high by 2 feet wide for each type of repointing required, one for demonstrating methods and quality of workmanship expected in removal of mortar from joints and the other for demonstrating quality of materials and workmanship expected in pointing mortar joints appearance to adjacent existing joints. The intent of the new pointing work is to match cleaned existing mortar. Newly pointed areas shall be consistent with existing adjacent mortar joints for color and texture.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data for each product indicated including recommendations for their application and use. Include test reports and certifications substantiating that products comply with requirements.
- B. Samples: Submit, for verification purposes, samples of the following:
 1. Each new exposed masonry mortar to be used for replacing existing materials. Include in each set of samples the full range of colors and textures to be expected in completed work.
 2. Each type of chemical cleaning material's data.
 3. Each type of chemical clear sealer's manufacturer's data.

1.5 DELIVERY, STORAGE AND HANDLING

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- A. Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.
- B. Protect masonry restoration materials during storage and construction from wetting by rain, snow or ground water, and from staining or intermixture with earth or other types of materials.
- C. Protect grout, mortar and other materials from deterioration by moisture and temperature. Store in a dry location or in waterproof containers. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.

1.6 PROJECT CONDITIONS

- A. Do not repoint mortar joints or repair masonry unless air temperatures are between 40 deg.F (4 deg.C) and 80 deg.F (27 deg.C) and will remain so for at least 48 hours after completion of work.
- B. Prevent grout or mortar used in repointing and repair work from staining face of surrounding masonry and other surfaces. Remove immediately any grout and mortar in contact with exposed masonry and other surfaces.
- C. Protect sills, ledges and projections from mortar droppings.

1.7 SEQUENCING/SCHEDULING

- A. Perform masonry restoration work in the following sequence:
 - 1. Chemically clean brick.
 - 2. Rake-out existing mortar from joints indicated to be repointed.
 - 3. Repoint existing mortar joints of masonry indicated to be restored.
 - 4. Chemically seal brick masonry at repair locations.
 - 5. Caulk joints if and only if required. Engineer of Record to review.

PART 2 - PRODUCTS

2.1 MASONRY MATERIALS

- A. Mortar materials
 - 1. Portland Cement: ASTM C 150, Type I.
 - 2. Hydrated Lime: ASTM C 207, Type S.
 - 3. Colored Mortar Aggregate: Natural or manufactured sand selected to produce mortar color to match adjacent existing mortar color.
 - 4. For pointing mortar provide sand with rounded edges.
 - 5. Match size, texture and gradation of existing mortar as closely as possible.
 - 6. Colored Mortar Pigment: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with record of satisfactory performance in masonry mortars.
 - 7. Water: Clean, free of oils, acids, alkalis and organic matter.

2.2 CLEANING MATERIALS AND EQUIPMENT

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- A. Limestone Cleaner: Manufacturer's as indicated below for cleaning for cut and rough cut limestone.
- B. Approved Manufactures
 - 1. Sika Corporation
 - 2. ProSoCo Inc. (Used as standard)
 - 3. Thuro
- C. Materials: The specified cleaning application is a three- (3) step process requiring all of the following products. ProSoCo Sure Klean products are used as a standard. Equal products for each application by Sika or Thuro are acceptable for cut stone and rough cut rubble stone:
- D. For Cut stone and rough cut stone masonry
 - 1. (Not Applicable)
- E. For Brick Masonry
 - 1. ProsoCo Sure Klean Restoration Cleaner
- F. For spot problem stains where required
 - 1. Product: Subject to compliance with requirements, provide "Sure Klean Limestone Restorer", ProSoCo, Inc.
- G. Water for Cleaning: Clean, potable, free of oils, acids, alkalis, salts, and organic matter.
 - 1. Warm Water: Heat water to temperature of 140 deg.F-180 deg.F (60 deg.C-82 deg.C).
- H. Brushes: Fiber bristle only.
 - 1. Spray Equipment: Provide equipment for controlled spray application of water and chemical cleaners, if any, at rates indicated for pressure, measured at spray tip, and for volume.
 - a. For spray application of chemical cleaners provide low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with cone-shaped spray-tip.
 - b. For spray application of water provide fan-shaped spray-tip which disperses water at angle of not less than 15 degrees.

2.3 STONE REPAIR

- 1. (Not Applicable)

2.4 POINT MORTAR MIXES

- A. General:
 - 1. Measurement and Mixing: Measure cementitious material and aggregate in a dry condition by volume or equivalent weight. Do not measure by shovel, use known measure. Mix materials in a clean mechanical batch mixer. Mortar must match the requirements of the Structural Notes, particularly note M3 on S-1, which requires Type "O" Mortar (9-2-1).
 - 2. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix, which will retain its form when, pressed into a ball. Maintain mortar in this dampened condition for 1-to-2 hours. Add remaining water

in small portions until mortar of desired consistency is reached. Use mortar within 30 minutes of final mixing; do not re-temper or use partially hardened material.

3. Colored Mortar: Produce mortar of color required by use of selected ingredients. Do not adjust proportions without Architect's approval.

2.5 POINTING MORTAR FOR ROUGH CUT STONE

- A. (Not Applicable)

2.6 CHEMICAL SEALERS

- A. Chemical penetrating sealer is for brick. Is to be one of the following.
 1. ProsoCo Siloxane PD
 2. Sika Corporation Silane/ Siloxane water repellent
 3. Thoro Silane/siloxane water repellent

PART 3 - EXECUTION

3.1 MASONRY CLEANING

- A. Preparation

1. General: Comply with recommendations of manufacturers of chemical cleaners for protecting building surfaces against damage from exposure to their products.
2. Protect persons, motor vehicles, surrounding surfaces of building whose masonry surfaces are being restored, building site, mask windows and window frames.
3. Prevent chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings and other surfaces, which could be injured by such contact.
4. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
5. Dispose of run-off from cleaning operations by legal means and in manner which prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
6. Erect temporary protection covers over pedestrian walkways and at points of entrance and exit for persons and vehicles, which must remain in operation during course of masonry restoration work.
7. Protect glass and unpainted metal trim from contact with chemical cleaners by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape. Apply masking agent to comply with manufacturer's recommendations. Do not apply liquid masking agent to painted or porous surfaces.

- B. Chemical Cleaner Application Methods:

1. General: Apply chemical cleaners to masonry surfaces to comply with chemical manufacturer's recommendations using brush or spray application methods, at Contractor's option, unless otherwise indicated. Do not allow chemicals to remain on surface for periods longer than that indicated or recommended by manufacturer.

- C. Cleaning Cut And Rough Cut Rubble Stonework

1. (Not Applicable)

- D. Cleaning Application For Cut Stone
 - 1. (Not Applicable)
- E. Cleaning Application For Brick Masonry
 - 1. Apply chemical cleaner with low pressure sprayer (100 psi)
 - 2. Allow to remain on brick for 3 to 5 minutes.
 - 3. Scrub tough stains with stiff bristle brush.
 - 4. Rinse with high-pressure washer (500 to 1200 psi).

Note: during the entire applications process the lower masonry areas must be continuously rinsed to avoid rundown staining of adjacent brick.

3.2 STONE REPAIR

- A. (Not Applicable)

3.3 STONE PATCHING

- A. (Not Applicable)

3.4 REPOINTING EXISTING MASONRY

- A. Joint Raking:
 - 1. Rake out mortar from joints to depths equal to 2-1/2 times their widths but not less than 3/4" nor less than that required to expose sound, unweathered mortar.
 - 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum or flush joints to remove dirt and loose debris.
 - 3. Do not spall edges of masonry units or widen joints. Replace any masonry units, which become damaged.
 - 4. Cut out old mortar by hand with chisel and mallet, unless otherwise indicated.
 - 5. Power operated rotary hand saws and grinders will be permitted but only on specific written approval of Architect based on submission by Contractor of a satisfactory quality control program and demonstrated ability of operators to use tools without damage to masonry. Quality control program shall include provisions for supervising performance and preventing damage due to worker fatigue.
- B. Joint Pointing:
 - 1. Rinse masonry joint surfaces with water to remove any dust and mortar particles. Time application of rinsing so that, at time of pointing, excess water has evaporated or run off, and joint surfaces are damp but free of standing water.
 - 2. Apply first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8" until a uniform depth is formed. Compact each layer thoroughly and allow to become thumbprint-hard before applying next layer.
 - 3. After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with each of first and second layers filling approximately 2/5 of joint depth and third layer the remaining 1/5. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges recess tool final layer slightly back from face of brick. Take care not to spread mortar over edges onto exposed masonry surfaces, or to featheredge mortar.

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4. When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.
 5. Cure mortar by maintaining in a damp condition for not less than 72 hours.
 6. Where repointing work precedes cleaning of existing masonry allow mortar to harden not less than 30 days before beginning cleaning work.
 7. Owner shall have the right to perform periodic tests to verify depth of repointing. Contractor shall repair with like materials area where mortar has been removed to ascertain depth of repointing.
- C. Flashing Repair
1. Assure flashing in brickwork is intact and functional.
 2. Assure that all drains / weeps are clear and functional, and discharge above the roof surface.

3.5 FINAL CLEANING

- A. After mortar has fully hardened thoroughly clean exposed masonry surfaces of excess mortar and foreign matter using stiff nylon or bristle brushes and clean water, spray applied at low pressure.
- B. Use of metal scrapers or brushes will not be permitted.
- C. Use of acid or alkali cleaning agents will not be permitted.

3.6 MASONRY SEALING

- A. Protection: mask windows and window frames as sealer is being applied.
- B. Do not apply sealer in windy conditions when air temperature is above 95 degrees F
- C. Test each surface to be covered. Wet each surface with as a test to determine suitability and results. Wet surfaces without creating drip or rundowns.
- D. Spray apply from bottom up creating 4 to 8 inch rundown below the spray contact point. Brush out heavy runs and drips that do not penetrate.
- E. Treated surfaces are dry too touch in one hour and protect from rain for six hours following application.

END OF SECTION 04500

VIII. PHOTOGRAPHS



Figure 1: East Face, North End, General Conditions Include: Cracking, Mortar Washout, Spalling, Lintel Displacement



Figure 2: South Face, West End, Severe Spalling



Figure 3: East Face, South End, Severe Lintel Displacement



Figure 4: South Zoom-In



Figure 5: Middle Zoom-In



Figure 6: North Zoom-In