

# TOWN OF EAST GRANBY



## INVITATION FOR BID

Civil-Site Construction Services  
East Granby Farms Recreational Courts  
and Associated Infrastructure

East Granby, Connecticut

### **BIDS WILL BE RECEIVED**

in the First Selectman's Office, East Granby Town Hall, 9 Center Street, East Granby, CT 06026, until 11:00 AM local time on May 19, 2025, at which time all bids will be publicly opened in the Meeting Room of the East Granby Town Hall.



# Town of East Granby

## Request for Proposals

### Civil-Site Construction Services

### East Granby Farms Recreational Courts

### and Associated Infrastructure

## RFP

### Introduction

The Town of East Granby is soliciting bids for an appropriate and qualified company to provide Civil-Site Construction services for the **East Granby Farms Recreational Courts and Associated Infrastructure** as illustrated in Appendix A. This is a grant-funded project through the State of Connecticut Department of Economic and Community Development STEAP Grant in the amount of \$500,000 with in-kind services being provided by the East Granby Department of Public Works. These in-kind services consist of the following:

***The Town will provide in-kind work to include Land clearing, the installation of perimeter Erosion & Sedimentation Control Measures only, (Note: The installation of the remainder of Erosion & Sedimentation Control Measures to include maintenance shall be the responsibility of the Contractor), and Landscape installation of trees and shrubs. The Contractor shall be responsible for final stabilization and turf establishment.***

The project location is 79 North Main Street (a.k.a. Conn. Route 187), East Granby, CT. The cost of the work shall include all fees, materials, fixed equipment, labor, and services necessary for construction of a parking lot, sidewalk, basketball & pickleball court(s), and related drainage improvements as shown on the provided plans.

The Town now wishes to engage qualified construction firm(s) for the purpose of installing the proposed improvements.

The Bid package and any applicable addendum may be obtained on the Town's website, [Town of East Granby, CT – Incorporated in 1858, Town of East Granby, Connecticut](#), on the Town's Homepage, under News and events.

No bid shall be withdrawn before sixty (60) calendar days after the date of the bid opening. The Town of East Granby, CT, reserves the right to reject any and all bids and to waive any informality in the bids received.

Questions may be submitted via email until 12:00pm on May 9, 2025 to the Town's Parks & Recreation Department at [aliciav@egtownhall.com](mailto:aliciav@egtownhall.com). Responses will be accumulated and posted on the Town's website.

The Town of East Granby is an Equal Opportunity – Affirmative Action Employer.  
Minority/Women's Business Enterprises are encouraged to apply.  
This contract is subject to state set-aside and contract compliance.

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## INSTRUCTIONS TO BIDDERS

### INTRODUCTION

The Town of East Granby (the “Town”) is soliciting bids for an appropriate and qualified company to provide Civil-Site Construction services for the **East Granby Farms Recreational Courts and Associated Infrastructure** as illustrated in Appendix A. This is a grant-funded project through the State of Connecticut Department of Economic and Community Development STEAP Grant in the amount of \$500,000 with in-kind services being provided by the East Granby Department of Public Works. These in-kind services consist of the following:

***The Town will provide in-kind work to include Land clearing, the installation of perimeter Erosion & Sedimentation Control Measures only, (Note: The installation of the remainder of Erosion & Sedimentation Control Measures to include maintenance shall be the responsibility of the Contractor), and Landscape installation of trees and shrubs. The Contractor shall be responsible for final stabilization and turf establishment.***

The project location is 79 North Main Street (a.k.a. Conn. Route 187), East Granby, CT. The cost of the work shall include all fees, materials, fixed equipment, labor, and services necessary for construction of a parking lot, sidewalk, basketball & pickleball court(s), and related drainage improvements as shown on the provided plans.

The Town now wishes to engage qualified construction firm(s) for the purpose of installing the proposed improvements.

#### **I. Scope of Required Services**

The Scope of Services is generally defined as noted below and more specifically shown on the Civil-Site Plan Set prepared by Baresi Associates and made a part of this bid package.

1. The selected contractor will provide construction services (including all site work and final stabilization as indicated on the attached Civil-Site Plans completed by Baresi Associates, LLC, entitled, “PROPOSED RECREATION COURTS, PREPARED FOR TOWN OF EAST GRANBY, EAST GRANBY FARMS-NORTHEAST RECREATION AREA, 78-85 NORTH MAIN STREET, EAST GRANBY, CONNECTICUT”, Sheets 1-10, dated June 1, 2024, **revised to 11-1-24**) for the installation of proposed recreation courts, associated parking, storm drainage, grading and final stabilization, and site lighting. Please note the in-kind services noted above.

2. For the bid, Court Specifications include but are not limited to the following:

- prep for final grade 1".
- The Civil engineer to determine how much topsoil to remove based on test holes. Town of East Granby to supply 6" of processed road base on top of structural fill.
- Includes 2" binder course class 1 & 2" top course class 2 asphalt.
- One coat of resurfacer & two coats of acrylic color.  
Sport lines for basketball.
- Installation of two Jaypro Titan 72" basketball systems.
- Fencing around the entire court
- lighting around the entire court
- windscreens around the entire court

3. Bid alternatives shall be included in the bid proposal as indicated on Sheet 10 of 10 in the plan set.

4. Bid shall include construction stakeout.

5. Bid shall include a Final As-Built Site Improvement and Grading Plan, which shall include topography/locations of all altered areas within the limit of disturbance. As built shall be prepared by a State of Connecticut Registered Land Surveyor.

Interested Construction firms should submit:

1. Letter of interest, to include:
  - a. General information on the firm and any proposed subconsultants.
  - b. A brief narrative to demonstrate the firm's understanding of the project.
  - c. A description of an improvement or unique feature or suggestion that if incorporated into the process, would improve the project overall.
2. Firm experience with similar projects and/or deliverables, including:
  - a. DECD sponsored project.
  - b. State of CT Commission on Human Rights and Opportunities
  - c. Eversource/utility Coordination
3. The names, titles, addresses and telephone or email addresses of three references who have been recipients of the firm's services over the last three years.
4. Proposed Project Schedule including the Firm's soonest date of availability.
5. The fee proposal which addresses all elements of the project to be performed and in sufficient detail to include the specific tasks related to the proposed project schedule.
6. Any other information deemed relevant or necessary to adequately address how the respondent will provide the identified Scope of Services.

## II. Information Provided by The Town

The Bid package and any applicable addendum may be obtained on the Town's website, [Town of East Granby, CT – Incorporated in 1858, Town of East Granby, Connecticut](#), on the Town's Homepage, under News and events.

This Invitation is not a contract offer.

This project's scope is described more particularly in the Invitation for Bid and the bid proposal that are a part of this bid package.

The location, general characteristics and principal details of the work are indicated in this invitation for bid and other references noted in this document.

Interested parties should submit a bid response in accordance with the requirements and directions outlined in this bid package. Bidders may not contact any Town employee or official concerning this Invitation other than the contact specified in this document. A bidder's failure to comply with this requirement may result in disqualification.

The Town will return unopened any bid received **after** the date and time of bid opening.

If there are any conflicts between the provisions of these Instructions to Bidders and any other document(s) comprising this bid package, these Instructions to Bidders shall prevail.

**KEY DATES**

**Invitation to Bid issued: April 23, 2025, via State Contracting Portal and the Town’s Website**  
**Bid Opening: May 19, 2025, 11:00 A.M.**

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**SCHEDULING THE WORK**

Work under this contract shall reach substantial completion within the agreed upon calendar days [unless otherwise modified or authorized by the Project Administrator] from the day the Contractor starts work, which date shall not be more than ten (10) calendar days from the date of written Notice To Begin Work, unless such notice specifically instructs the Contractor to begin work at a later date. Calendar days in this contract shall mean each consecutive day including Saturdays, Sundays, and Legal Holidays. No extensions of time will be allowed for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions more severe than the average for the calendar period as recorded by a recognized weather observation agency and the Contractor provides documentation at the end of each calendar month identifying these weather delays. Work on this project shall not be performed on Saturdays, Sundays, or Legal Holidays except by written consent and direction of the Owner.

Work shall proceed in an orderly fashion to minimize inconvenience to the town. All contract work, including punch list items, shall reach final completion within the agreed upon calendar days from the day the contractor starts work.

**CONTINGENCIES**

The Town reserves the right to cancel this bid process and any resulting Contract at any time if the Town deems such action to be in its best interests, including but not only if either of the following conditions exists:

- The Town, through changes in its requirements or methods of operation, no longer has a need for the subject matter of this Invitation; or
- The Town is not satisfied with the work under the Contract, or the successful bidder fails to comply with any of the Contract’s terms and conditions.

**OBTAINING BID PACKAGE**

The bid package – i.e., each of the documents listed on the page preceding these Instructions and collectively referred to as the “Invitation” – may be obtained on the Town's website, [Town of East Granby, CT – Incorporated in 1858, Town of East Granby, Connecticut](#), on the Town’s Homepage, under News and events.

**BID SUBMISSION INSTRUCTIONS**

Bids must be in the Town office identified above prior to the date and time the first bid is scheduled to be opened publicly. Postmarks prior to the bid opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept corrections and/or modifications received after the first bid is opened publicly. Bids may not be withdrawn after the bid opening, and bids must remain in effect for sixty (60) calendar days after the bid

opening, even if the bidder discovers errors in the bid after opening.

One (1) original bid & one copy must be submitted on the accompanying Bid Form along with a flash drive containing the bid packages, and in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "BID DOCUMENTS," and the Bid Title and Bid Opening Date, to prevent opening prior to the bid opening date. The bidder should also complete the following forms and submit as part of the bid submission:

- Disclosures
- Legal Status
- Bid Security
- Non-Collusion Affidavit
- Bidder Qualifications
- List of Subcontractors
- CHRO Notification to Bidders
- Proof of Insurance

The Town will reject, and not accept, bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid, and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as described above.

Bids must be submitted on the prescribed form and all blank spaces for bid prices must be completed and all prices shall be stated in both words and figures. Bid prices shall include all labor, materials, equipment, tools, transportation, and incidentals thereto necessary to perform the work in accordance with the Contract Plans and Specifications and First-Class Work of the type being bid. The person signing the bid must initial errors, alterations, or corrections on both the original bid and all required copies. Ditto marks or words such as "SAME" shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date fixed for the bid opening. Bids are considered valid for sixty (60) calendar days after bid opening, to permit the Town the time to review the bids and to investigate the bidders' qualifications prior to awarding the bid. Bidders may not withdraw, cancel, or modify their bid for a period of sixty (60) calendar days after the bid opening or the Bidder shall forfeit its Bid Security.

An authorized person representing the legal entity of the bidder must sign the bid.

### **ADDENDUM/ADDENDA**

At least three (3) calendar days prior to the bid opening, the Town will post a copy of any and all addendum or addenda on the Town's website, [www.eastgranbyct.org](http://www.eastgranbyct.org), under "Latest Town News, on the Home Page". Said addendum or addenda; which shall be a part of this Invitation/Bid and the resulting Contract; containing all questions received as provided for above and decisions regarding same. Each bidder is responsible for checking the website to determine if the Town has issued an addendum or addenda and, if so, to complete its bid in accordance with the Invitation as modified by the addendum/addenda.

### **COSTS FOR PREPARING BID**

This Invitation does not commit the Town to pay any costs incurred by bidders in preparing their responsive bids. Each bidder agrees that all the costs it incurs in developing its bid are its sole responsibility.

### **OWNERSHIP OF BIDS**



All bids submitted become property of the Town. FREEDOM OF INFORMATION ACT

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended. A bidder's responses may contain financial or other data that it claims constitute proprietary or confidential information or a trade secret. To protect such data from disclosure, a bidder should identify specifically the pages that contain claimed confidential information by visibly marking all such pages of the bid.

### **REQUIRED DISCLOSURES AND BIDDER'S QUALIFICATIONS**

In its bid each bidder must:

- State its inability to meet any specified requirement of the Invitation;
- Make a complete disclosure of all resolved and pending mediation, arbitration and litigation matters in which the bidder or its principals (regardless of their place of employment) have been involved for the most recent five (5) years;
- Make a complete disclosure of each instance of its or its principals' (regardless of their place of employment) conviction, guilty plea, nolo contendere plea, finding of civil liability or criminal responsibility in any civil action or for any criminal offense, except motor vehicle infractions; and
- Make a complete disclosure of each instance of its or its principals' (regardless of their place of employment) finding of a violation of any state or local ethics standards or other offense arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
- A bidder's acceptability based on these disclosures and any investigation the Town deems necessary to determine a bidder's ability to perform the work described in this Invitation shall lie solely with the Town.

### **DEBARRED CONTRACTORS**

The Town will reject any bid from a bidder that is on a debarred contractor list of the United States and/or the State of Connecticut.

### **LEGAL STATUS**

Each bidder must complete the Bidder's Legal Status Disclosure form and must, if required, have a current license or registration to do business in the State of Connecticut that is on file with the Connecticut Secretary of the State's Office.

The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status.

### **BID SECURITY/BID BOND**

At the time of submission, each bidder shall file with the Town security in an amount not less than five percent (5%) of the total bid, which security shall be for the successful execution of a contract. Such security shall be in the form of a surety bond(s) or certified bank check. The surety bond(s) shall be prepared in the form of the Bid Bond made as part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the

State of Connecticut and listed by the US Department of the Treasury in Circular No. 570. The Town may accept a certified check in lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of such security shall be grounds for the Town to reject the bid.

The bidder shall provide the Town with such security as part of their proposal. Submissions that do not include security will not be considered complete.

### **PRESUMPTION OF BIDDER'S FULL KNOWLEDGE**

At the time the first bid is opened, the Town will presume that each bidder has read and understood each document comprising this Invitation and any addenda posted on the Town's website. A bidder's failure and/or omission to receive or examine any information concerning this Invitation shall in no way relieve it from any aspect of its bid or the obligations related to it.

At the time the first bid is opened, the Town will also presume that each bidder is familiar with and will comply with all federal, state, and local laws, ordinances, and regulations that in any manner relate to this Invitation and the performance of the work described in it.

By submitting a bid, each bidder states that it has thoroughly examined and become familiar with the scope of work outlined in this Invitation and it is capable of performing the work to achieve the Town's objectives.

Each bidder shall visit and examine the location of and the routes to be used during the work described in this Invitation and thoroughly familiarize itself with all actual conditions of the property before preparing its bid. The submission of a bid shall be construed as an assurance that such examination has been made, and the Town will not recognize or award claims for compensation for additional labor, equipment or materials for difficulties encountered.

### **TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued. The successful bidder will be provided the Town of East Granby's Federal Tax Exempt #. Bidders shall avail themselves of these exemptions.

### **INSURANCE**

The successful bidder shall, at its own expense and cost; obtain and keep in force during the entire duration of the work and during the completed operations period that is the subject of this Invitation; the insurance coverage specified in the Agreement and General Conditions.

### **AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

The Town reserves the right to accept the bid that, all things considered, is in the best interests of the Town. Although prices will be an important factor, it will not be the only basis for the award. Due consideration will also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance satisfactory to the Town, and other criteria relevant to the interests of the Town, including the bid documents' compliance with the procedural requirements stated in this Invitation.

In accordance with DECD requirements, the "Lowest Responsible and Qualified Bidder" shall be chosen: As

used in this section, “lowest responsible and qualified bidder” means the bidder whose bid is the lowest of those bidders possessing the skill, ability, and integrity necessary to faithfully perform the work.

### **COLLUSION**

Each bidder shall complete the Non-Collusion Affidavit that is a part of this Invitation. Any act(s) of misrepresentation or collusion in connection with a bid may be a basis to disqualify a bid submitted by the bidder responsible for said misrepresentation or collusion. In the event that such conduct is discovered after the execution of the Contract, the Town may terminate the Contract without incurring any liability, penalty, damages or other loss.

### **ADVERTISING**

The successful bidder may not name the Town in its advertising, news releases, and promotional efforts without the Town’s prior written approval.

If it chooses, the successful bidder may list the Town in a statement of references or similar document required as part of a public bid. The Town’s permission to the successful bidder to do so is not a statement about the quality of the successful bidder’s work or the Town’s endorsement of the successful bidder or its work.

### **W-9 FORM**

The successful bidder must provide the Town with a completed W-9 form before commencing work.

### **PAYMENTS**

Payments will be made within thirty (30) calendar days after the appropriate Town officer receives and approves the invoice, unless otherwise specified in the Technical Specifications.

### **TOWN INSPECTION OF WORK**

The Town may inspect the successful bidder’s work at all reasonable times. This right of inspection is solely for the Town’s benefit and does not transfer to the Town the responsibility for discovering patent, latent, or other defects. The successful bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

### **REJECTED WORK OR MATERIALS**

The successful bidder, at its sole cost and expense, shall remove from the Town’s premises rejected items, commodities, and/or work within 48 hours of the Town’s notice of rejection. Immediate removal may be required when safety or health issues are present. If the contractor fails to remove the rejected work in a timely manner, the Town may arrange to have such rejected work removed and deduct associated costs from payments due to the contractor.

### **MAINTENANCE AND AVAILABILITY OF RECORDS**

The successful bidder shall maintain all records related to the work described in the Invitation for a period of three (3) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state, and

federal representatives during that time.

### **REPRESENTATION OF TOWN**

In performing the work described in the Invitation, the successful bidder, its agents, and employees, shall act in an independent capacity and shall not act as officers, employees or agents of the Town.

### **SUBCONTRACTING**

All subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. The successful bidder shall be fully and solely responsible for the performance of and payments to any subcontractors.

### **COMPLIANCE WITH LAW**

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the work described in the Invitation and these specifications. The successful bidder shall commit no trespass on private property in performing any of the work described in the Invitation. By submitting a bid, the successful bidder covenants that it has complied, and during the term of the Contract will comply, with the obligations under the Immigration Reform and Control Act ("IRCA") and that all employees it assigns to the Contract are authorized for employment in the United States of America. The successful bidder further covenants that it has properly completed, and during the term of the Contract will properly complete, I-9s for all employees assigned to the Contract. The successful bidder agrees to defend, indemnify and hold the Town harmless in the event that any of the successful bidder's employees provided under the Contract is found not to be authorized to work under the law or in the event that there is a determination that the successful bidder has failed to comply with IRCA's obligations, including but not limited to the failure to prepare correctly and maintain I-9s. The successful bidder further agrees to defend, indemnify and hold harmless the Town from and against any and all claims brought against the Town as a result of these obligations, including but not limited to settlement fees, judgments, attorneys' fees and costs. These defense, hold harmless and indemnity obligations shall survive the Contract's termination or expiration.

### **LICENSES AND PERMITS**

The successful bidder shall, for the term of the Contract, have and provide proof of all permits and licenses required by the Town and/or any other state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such license or permit.

### **SECURITY: PERFORMANCE AND PAYMENT: PERFORMANCE AND LABOR AND MATERIALS BOND**

At the time of Contract execution, the successful bidder shall file with the Town security in an amount not less than one hundred percent (100%) of the total bid for, which security shall be for both the satisfactory performance of the work including all labor and materials. Such security shall be in the form of a surety bond(s) or a certified bank check. The surety bond(s) shall be prepared in the form of the Performance Bond, and the Labor and Material Payment Bond, made a part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the State of Connecticut and listed by the US Department of the Treasury in Circular No. 570. The Town may accept a certified check in lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal

Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of such security shall be grounds for the Town to reject the bid.

The successful bidder shall provide the Town with such security prior to the start of each Contract year in an amount the Town estimates for the work anticipated for that Contract year. Failure to provide such security shall be grounds to terminate the Contract.

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

During the term of the Contract, the successful bidder agrees to be an equal employment opportunity employer and will not discriminate as to race, color, creed, sex, national origin, marital status, physical or mental disability or any other protected classification under state and federal law.

**END OF INSTRUCTIONS TO BIDDERS**

## WAGE AND PAYROLL REQUIREMENTS

### **REQUIREMENTS**

#### **Prevailing Wage Laws in Connecticut**

Conn. Gen. Stat. Section 31-53(g) provides monetary thresholds which must be met before the law is applicable. The prevailing wage law does not apply where the total cost of all work is to be performed by all contractors and subcontractors in connection with the new construction of a public works project is less than one million (\$1,000,000) dollars. The prevailing wages law does not apply where the total cost of all work is to be performed by all contractors and subcontractors in connection with remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project under one hundred thousand (\$100,000) dollars.

**THIS PROJECT HAS BEEN DETERMINED TO BE SUBJECT TO CONNECTICUT PREVAILING WAGE REQUIREMENTS. SEE THE CONFIRMATION LETTER ATTACHED.**

#### **Contractor/Bidder's Responsibility Regarding Prevailing Wage Law:**

If the Contractor's/Bidder's total contract bid price for all work included under this contract, as listed in the submitted Bid Proposal, is equal to or greater than the limits listed above as applicable under said law; then the Contractor's/Bidder's unit prices and lump sum prices submitted herein and the resulting total contract bid price submitted herein should be based on the applicable Prevailing State Wage Rates; and it will further be the Contractor's/Bidder's responsibility to obtain the current applicable Prevailing Wage Rates from the State of Connecticut – Department of Labor and meet all requirements therein of the Law and the State of Connecticut.

**SMALL AND MINORITY OWNED BUSINESS REQUIREMENTS**  
**SMALL AND MINORITY OWNED BUSINESS SET-ASIDE LAWS IN CONNECTICUT**

\*The contractor who is selected to perform this project must comply with Connecticut General Statutes, 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amend by June 2015 Special Session Public Act 15-5. An affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities (CHRO) prior to commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of Connecticut General Statutes 4a-60g as amended. (25% of the work with DAS certified Small and Minority owned businesses and 40% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at: [http://www.ct.gov/opm/cwp/view.asp?a.2982&q=3909288topmNav\\_GOD=1806](http://www.ct.gov/opm/cwp/view.asp?a.2982&q=3909288topmNav_GOD=1806) and are also attached.

Contractor/bidder's responsibility regarding inclusion of small and minority owned businesses in the work under this contract.

If the Contractor's/Bidder's total contract bid price for all work included under this contract, as listed in the submitted Bid Proposal, is greater than fifty thousand (\$50,000) dollars, then the Contractor's/Bidder's unit prices and lump sum prices submitted herein and the resulting total contract bid price submitted herein should be based on the inclusion of contracts in the amount of 25% of the work with DAS certified Small and Minority owned businesses, and further, 40% of that work [10% of total contract amount] shall be contracted with DAS certified Minority, Women and/or Disabled owned businesses; all meeting the requirements therein of the Law(s) and the State of Connecticut.

**TOWN OF EAST GRANBY'S BIDDER'S NON-COLLUSION AFFIDAVIT**

**RE: East Granby Civil-Site Construction Service, Construction of Recreational Courts and Associated Infrastructure, East Granby Farms**

The undersigned bidder, having fully informed himself/herself regarding the accuracy of the statements made herein, certifies that:

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent bidding or competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of East Granby is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Town of East Granby to consider its bid and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
(Signature)  
Bidder's Representative, Duly  
Authorized

\_\_\_\_\_  
Name of Bidder's Authorized  
Representative

\_\_\_\_\_  
Title of Bidder's Authorized  
Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

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



My Commission Expires:

(Acknowledgement of a Corporation)

State of Connecticut )  
 ) ss:  
County of \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that s/he signed her/his name thereto by like order.

(Notary Seal)

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

-----

(Acknowledgement of a Partnership)

State of Connecticut )  
 ) ss:  
County of \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, and known to me to be a partner of the partnership described in and which executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for a free act of said partnership.

(Notary Seal)

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

-----

(Acknowledgement of a Proprietorship)

State of Connecticut )  
 ) ss:  
County of \_\_\_\_\_ )

On this day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

(Notary Seal)

---

Commissioner of the Superior Court  
Notary Public  
My commission expires:

**END OF BIDDER'S NON-COLLUSION AFFIDAVIT**

**TOWN OF EAST GRANBY, CONNECTICUT BIDDER’S LEGAL STATUS DISCLOSURE**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, “permanent place of business” means an office continuously maintained, occupied, and used by the bidder’s regular employees regularly in attendance to carry on the bidder’s business in the bidder’s own name. An office maintained, occupied, and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied, and used by a person affiliated with a bidder will not be considered a bidder’s permanent place of business.

**IF A SOLELY OWNED BUSINESS:**

Bidder’s Full Legal Name

---

Mailing Address

---

---

Owner’s Full Legal Name

---

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

Yes     No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

---

---

**IF A CORPORATION:**

Bidder’s Full Legal Name

---

Mailing Address

---

State in which Legally Organized

---

State Business ID #

---

Current Officers  
President

---

---

Secretary

---

Chief Financial Officer

---

Vice President

---

Treasurer

---

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

\_\_\_\_\_Yes    \_\_\_\_\_No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

---

---

**IF A LIMITED LIABILITY COMPANY:**

Bidder’s Full Legal Name

---

Mailing Address

---

State in which Legally  
Organized \_\_\_\_\_ State Business ID #

\_\_\_\_\_

Current Manager(s) and Members

\_\_\_\_\_  
Name & Title (if any)

Address \_\_\_\_\_

Name & Title (if any) \_\_\_\_\_

Address \_\_\_\_\_

Name & Title (if any) \_\_\_\_\_

Address \_\_\_\_\_

Name & Title (if any) \_\_\_\_\_

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

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

\_\_\_\_\_Yes    \_\_\_\_\_No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

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

**IF A PARTNERSHIP:**

Bidder’s Full Legal Name  
\_\_\_\_\_

Mailing Address

\_\_\_\_\_

State in which Legally Organized\_\_\_\_\_ State Business ID # (if applicable)\_\_\_\_\_

Current Partners

Name & Title (if any)

\_\_\_\_\_

Address

\_\_\_\_\_

Name & Title (if any)

\_\_\_\_\_

Address

\_\_\_\_\_

Name & Title (if any)

\_\_\_\_\_

Address

\_\_\_\_\_

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

\_\_\_\_\_Yes \_\_\_\_\_No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder’s Full Legal Name

\_\_\_\_\_

(print) Name and Title of Bidder’s Authorized Representative

\_\_\_\_\_

(signature) Bidder’s Representative, Duly Authorized

\_\_\_\_\_

Date

**END OF LEGAL STATUS DISCLOSURE FORM**

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered and the information given shall be clear and comprehensive. This statement shall be notarized. If additional room is required to answer questions, please attach additional sheet(s) with the supplemental information. The bidder's name shall appear on the top of the supplemental sheets to avoid confusion. The bidder may submit additional information as it deems necessary to enable the Town to judge the bidder's ability to perform the proposed Contract.

1. Bidder's full legal name:
2. Permanent main office address:
3. Contact person for this Invitation:
4. Phone and fax numbers and e-mail address of the contact person during normal business hours:
5. Date of organization:
6. Date of incorporation, if applicable:
7. Number of years bidder has been engaged in business under present firm or trade name:
8. Contracts on hand (dollar value, anticipated completion date):
9. General character or type of work performed by the bidder:
10. Has the bidder ever failed to complete any work awarded to it? If so, please explain in detail the circumstances:
11. Has the bidder ever defaulted on a contract? If so, please explain in detail the circumstances:
12. List contracts of a similar nature (size, type, and complexity) completed successfully by the bidder within the last five (5) years. List the other contracting party, the value of the contract, and the year completed.
13. List the equipment that will be available for the work described in this Invitation.
14. How many years of experience does the bidder have in work of similar size, type, and complexity to the Work of this Invitation?
15. Describe the background and experience of each individual person listed in the Bidder's Legal Status Disclosure:
16. If necessary for the Town to determine an award of contract, will the bidder provide a detailed financial statement?
17. List all legal disputes (mediation, arbitration, or litigation) that the bidder or any predecessor in interest has been involved with in the last five (5) years, the nature of the dispute, the adverse party, and the

result.

**END OF STATEMENT OF BIDDER'S QUALIFICATIONS**



**LIST OF SUBCONTRACTORS**

**Legal Name of Subcontractor**

**Address**

\_\_\_\_\_

\_\_\_\_\_

**Estimated Cost of Subcontract**

\_\_\_\_\_

\_\_\_\_\_

**Description of work to be done**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

-----

**Legal Name of Subcontractor**

**Address**

\_\_\_\_\_

\_\_\_\_\_

**Estimated Cost of Subcontract**

\_\_\_\_\_

\_\_\_\_\_

**Description of work to be done**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

-----

**Legal Name of Subcontractor**

**Address**

\_\_\_\_\_

\_\_\_\_\_

**Estimated Cost of Subcontract**

\_\_\_\_\_

\_\_\_\_\_

**Description of work to be done**

\_\_\_\_\_

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**Legal Name of Subcontractor**

**Address**

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**Estimated Cost of Subcontract**

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**Description of work to be done**

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**Legal Name of Subcontractor**

**Address**

---

**Estimated Cost of Subcontract**

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**Description of work to be done**

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**END OF LIST OF SUBCONTRACTORS**

## **AGREEMENT**

This Agreement (the “Agreement”) is entered into the \_\_\_\_\_ day of \_\_\_\_\_ 2025 by and between the Town of East Granby, a political subdivision of the State of Connecticut (the “Owner”) and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the “Contractor”).

WHEREAS, the Owner has issued an Invitation for Bids for **Civil-Site Construction Services East Granby Farms Recreational Courts and Associated Infrastructure**, East Granby, Connecticut (the “Premises”); and

WHEREAS, Contractor submitted a proposal to the Owner by May 19, 2025, for the Work; and

WHEREAS, the Owner and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents (as set forth below). The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. The contractor shall furnish all labor, equipment, trucks, materials, tools, facilities, supplies, transport, and any other things necessary to carry out the Work in a first-class manner for work of this type.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town of East Granby, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Energy and Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, ordinances, regulations, and applicable permits governing the Work whether or not such laws and regulations are fully and properly included as part of this Agreement.
5. Schedule. The Work under this Contract will be given to the Contractor using Work Orders. The Work shall be completed within the number of calendar days required to complete each assigned Work Order as agreed to prior to the issuance of the Work Order. The Contractor shall commence with the Work of any assigned

Work Order within ten days after receipt of signed [by the Town] Work Order. The rate of progress shall be such that the work shall be performed and completed in accordance with the contract before the expiration of the time limit stipulated, which time is of the essence of the Agreement. Failure by the Contractor to complete the Work of any Work Order as agreed to by both parties, may be grounds for terminating this Contract.

6. Payment. The Owner will pay the Contractor in accordance with the Contract Documents and agreed upon unit prices for Work in place. Payment will be made by the Owner monthly within 30 days after the approval of the Contractor's Application for Payment as provided in the Contract Documents less retainage of five percent (5%).

7. Insurance: The Contractor shall carry and keep in force during the term of this Agreement completed operations period insurance. The Company shall provide certificates of insurance and endorsements or insurance policies specifying such coverage and naming the Town of East Granby and its officers, agents, employees along with the State of Connecticut, as additional insured prior to the start of the Work and on an annual basis. In the event of any conflict between the insurance requirements set forth below and insurance requirements set forth in other Contract Documents, the requirements in this Agreement shall control.

The Contractor shall provide the following coverages and minimum limits of insurance:

- 1) Worker's Compensation Insurance: Statutory Coverage  
Employer's Liability

\$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee

- 2) Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability, and Independent Contractors.

Limits of Liability for Bodily Injury and Property Damage  
Each Occurrence \$1,000,000  
Aggregate \$2,000,000

- 3) Automobile Insurance: Including all owned, hired, borrowed and non-owned vehicles and pollution Limit of Liability for Bodily Injury and Property Damage:

Per Accident \$1,000,000

- 4) Umbrella

Each Occurrence \$1,000,000

Aggregate Limit \$2,000,000

- 5) The "Hold Harmless" Indemnification endorsement of the insurance shall include the interest of the municipality and the State of Connecticut. The Contractor and

Subcontractors and other interests shall be so named.

The Contractor and the Contractor's subcontractors, if any, shall cause the commercial liability coverage required by the Contract Documents to include (1) the Town and its officers, agents, volunteers and employees, as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Town and its officers, agents, volunteers and employees as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall, before commencement of its Work, submit to the Town evidence of the aforementioned requirements from itself and its subcontractors, if any, in the form of an additional insured endorsement or insurance policy acceptable to the Town. Failure by the Contractor to provide the endorsements required in this section shall entitle the Town to withhold payment from the Contractor then due or to become due until such time as the endorsements or policies are provided. The insurance (both primary and umbrella coverage's) of the Contractor and the Contractor's subcontractor's, if any, shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's subcontractor's, if any, (both primary and umbrella coverage's) shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The Contractor and the Contractor's subcontractors, if any, shall cause their insurers to directly provide the Town with thirty (30) days advance notice of cancellation. The Contractor and the Contractor's subcontractors, if any, shall cause their insurers to directly provide the Town with ten (10) days advance notice of cancellation for non-payment. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

8. Contract Documents. The Contract Documents include, without limitation, the following:

- a. The Agreement
- b. The Owner's Invitation for Bid and Instructions to Bidders
- c. Drawings – if included as part of the bid documents
- d. The Contractor Bid Proposal
- e. Specifications and/or Special Provisions
- f. General Conditions and documents referenced therein.
- g. Any modifications issued after the execution of this Agreement.

9. No Assignment. The Contractor shall not subcontract, transfer, or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Owner. Any assignment or attempted assignment without the Owner's written consent shall not relieve the Contractor of its obligations under this Agreement and such an assignment shall be null and void and have no legal effect.

10. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors, and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Owner's place of business. The Contractor agrees to hold harmless and indemnify the Owner in

the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Owner harmless against any claims brought against the Contractor or the Owner as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

11. Compliance with Laws. The Contractor shall perform the Work in compliance with any and all applicable local, state and federal laws or regulations. The Contractor agrees to indemnify, defend and save harmless the Owner and its officers, agents, volunteers and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the Contractor's failure to perform the Work in accordance with all applicable laws and regulations. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

12. Execution. This Agreement may be executed in two or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Witness:

\_\_\_\_\_

\_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_

THE TOWN OF EAST GRANBY

BY: \_\_\_\_\_

Its First Selectman  
Eden Wimpfheimer

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Contractor

DATE: \_\_\_\_\_

## GENERAL CONDITIONS

### Article 1: Definitions

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings which shall be applicable to both the singular and plural thereof:

- (a) **Agreement or Contract:** The written agreement between the Owner and the Contractor covering the Work to be performed. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.
- (b) **Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- (c) **Bidder:** Any person, firm or corporation submitting a Bid for the Work.
- (d) **Bonds:** Bid, performance and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- (e) **Change Order:** A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- (f) **Contract Documents:** The Instructions to Bidders, General Conditions,, the Agreement, Specifications, Drawings (if provided), Addenda (whether issued prior to opening of Bids or execution of the Agreement), Modifications once executed or issued after the execution of the Contract, and such other information as may be included with the Contract Documents.
- (g) **Contract Price:** The total monies payable to the Contractor under the Contract Documents for the Work.
- (h) **Contract Time:** The number of calendar days or the milestone dates set forth in the Contract Documents to complete the Work so that the Work is ready for its intended use as determined by the Owner.
- (i) **Contractor:** The person, firm or corporation with whom the Owner has executed the Agreement.
- (j) **Drawings:** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams which have been prepared or approved by the Owner.
- (k) **Inspector:** The authorized representative of the Owner who is assigned to the Project or any parts thereof.
- (l) **Modification:** (a) a written amendment of the Contract Document signed



by both parties; (b) a Change Order; (c) a written clarification of interpretation issued by the Owner or (d) a written order for a minor change or alteration in the Work issued by the Owner. A Modification may only be issued after execution of the Agreement and must be in writing.

(m) **Owner:** Town of East Granby acting through its First Selectman or their Agent(s).

(n) **Project:** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

(o) **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor and which illustrates the equipment, material, or some portion of the Work.

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

(q) **Subcontractor:** An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work for the Project.

(r) **Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

## **Article 2: Progress And Submission Schedules; Preconstruction Conference; Time of Starting The Work**

(a) Within ten days after execution of the Agreement, the Contractor shall submit to the Owner for approval, a critical path method schedule indicating the starting and completion dates of the various portions of the Work. Such a schedule shall be updated monthly and is a condition of the Owner's obligation to pay the Contractor. The schedule shall identify and indicate the submission of all required shop drawings and product data required by the Contract Documents and indicate the time allowed by the Contract Documents for approval or disapproval of same by the Owner. The Contractor acknowledges that the Owner owns any float indicated in the Contractor's schedule.

(b) Before starting the Work, a conference shall be held to review the above schedules, to establish procedures for handling submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Work.

(c) Within ten (10) calendar days after Notice of Award and prior to executing the Agreement the Contractor shall furnish the Owner acceptable Certificates of Insurance, endorsements or insurance policies as required by the Contract

Documents.

(d) The Contractor shall start the Work on the date on which the Agreement is executed and delivered, or on such other date, as may be specified in the Agreement. However, at the time of the execution and delivery of the Agreement the Owner may give the Contractor a written Work Order to proceed, stating a different date on which it is expected that the Contractor shall start the Work.

(e) The Contract Time shall commence to run on the date when the Work is to start as provided in the above paragraph.

### **Article 3: Correlation, Interpretation, and Intent of Contract Documents**

(a) It is the intent of the Contract Documents to describe the entire Work to be performed by the Contractor in accordance with the Drawings, Specifications, and other parts of the Contract Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

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

(c) Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. It shall be the Contractor's responsibility in subcontracting portions of the Work, to arrange or group items of Work under particular trades to conform with then-prevailing customs of the trade, and in accordance with applicable requirements of law. The Owner shall have no liability arising out of jurisdictional issues raised or claims advanced by Subcontractors, trade organizations or other interested parties based on the arrangement or subdivision of Work in the Contract Documents. In the event of any claim arising out of any duplication, conflict, inconsistency or discrepancy within the Contract Documents as to the allocation of the Work among the Subcontractors and Contractor's own forces, the Contractor shall be solely responsible for resolving the claim and shall be responsible for ensuring that all the Work is completed regardless of where it appears in the Contract Documents.

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

(e) The terms "knowledge," "recognize," "discover," and "observe," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor shall be interpreted to mean that which (1) the Contractor knows, recognizes, discovers and observes, and (2) the Contractor should, in exercising the care, skill, and diligence required by the Contract Documents, know, recognize, discover or observe, as the case may be.

Analogously, the expression “reasonably inferable” and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a party familiar with the Project and exercising the care, skill, and diligence required by the Contract Documents (including any Work that the party should be able to reasonably anticipate or infer based on Contract Documents then existing).

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

(g) Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. The Contractor shall promptly report to the Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

(i) The Contractor shall conduct its inspection and review of the Contract Documents as provided herein well in advance of the Work or portion thereof as to afford the Owner sufficient time to correct or otherwise supplement the Contract Documents in the event of an error, omission, or inconsistency therein. The Contractor shall also allow sufficient time for the Contractor to assess the impact of such error, omission, or inconsistency and for the Owner to evaluate the same. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner issues in response to the Contractor’s notices or requests for information, the Contractor shall make Claims as provided in this Agreement. If the Contractor fails to perform the obligations of paragraphs (g) and (h), the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

(j) After reporting to the Owner any error, inconsistency, or omission the Contractor may discover in its review of the Contract Documents, the Contractor shall not proceed with any Work so affected without the Owner’s written modification to the Contract Documents unless otherwise directed in writing by the

Owner. In the event that the Contractor proceeds with the Work so affected prior to the Owner's written response or written direction from the Owner, then Contractor shall be responsible for the cost of remedial work in the event the Contractor's actions are inconsistent with the Owner's written modification(s) to the Contract Documents or written direction from the Owner.

(k) In the event of a conflict or discrepancy in the Contract Documents, the greater quantity, higher quality, more expensive item, process, procedure, or cost of Work shall control as reasonably determined by the Owner.

#### **Article 4: Copies of Documents and Record Documents**

(a) The Owner shall furnish the Contractor up to five (5) copies of the Specifications and Drawings as are reasonably necessary for the execution of the Work. Additional copies shall be furnished, upon request, at the cost of reproduction.

(b) The Contractor shall keep three (3) record copies of all Specifications, Drawings, Addenda, Modifications and Shop Drawings in good order and annotated to show all changes made during the Work. These shall be available to the Owner during the course of the Work and shall be delivered to him upon Completion of the Work.

#### **Article 5: Separate Contracts**

The Owner may award other contracts in the vicinity of the Work which may proceed simultaneously with the execution of this Contract. The Contractor shall perform his Work so as not to cause interference with other contractors. The Contractor shall cooperate and coordinate its Work with the Owner's separate contractors, if any.

#### **Article 6: Subcontractors**

(a) Prior to the execution and delivery of the Agreement, the successful Bidder shall submit to the Owner for acceptance a list of names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for those portions of the Work. Prior to the execution and delivery of the Agreement, the Owner shall notify the successful Bidder in writing, if the Owner, after due investigation, has reasonable objection to any Subcontractor, person, or organization on such list. The Owner shall decide, based on the Owner's objection, if the Agreement shall be executed with the existing list. The Contractor has the option to substitute another Subcontractor, person, or organization to satisfy the Owner's objection without additional compensation. Failure to notify the Contractor prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person, or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Owner to reject defective Work, material, or equipment not in conformance with the requirements of the Contract Documents.

(b) The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any Contractual relationship between any Subcontractor and the Owner to pay or to see to the payment of any monies due to any Subcontractor, sub-Subcontractor, or supplier, except as may otherwise be required by law.

(c) The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, shall there by automatically be deemed to be bound by such terms and conditions.

#### **Article 7: Materials, Equipment and Labor; Or Equal Clause**

(a) The Contractor shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities, services, and incidentals necessary for the execution and completion of the Work.

(b) All materials and equipment shall be new, except where specifically noted in the Contract Documents or where reuse is allowed and the conditions of reuse. If required by the Contract Documents or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment to be furnished.

(c) Wherever in these Contract Documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded as a standard of quality, performance, and serviceability. Where such items are specified, unless otherwise noted, this shall not be interpreted to preclude the furnishing of items other than those specified where the quality, use and serviceability of the substitute is adjudged by the Owner to be the equal or better than the standard.

(d) All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise specifically provided in the Contract Documents.

#### **Article 8: Patent Fees and Royalties**

The Contractor shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device which is the subject of a patent rights or copyrights held by others. The Contractor shall indemnify and hold harmless the Owner and the Owner and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completions of the Work, and shall defend all such claims or allegations, even if meritless, in connections with any infringement of such rights.

## **Article 9: Permits, Laws and Regulations**

(a) The Contractor shall secure and pay for all applicable permits and licenses in connection with the Work.

(b) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, he shall give the Owner prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, he shall bear all costs arising therefrom, including but not limited to attorneys' fees and costs.

## **Article 10: Availability of Lands; Physical and Subsurface Conditions**

The Owner shall provide, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or providing such easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided hereafter. The Contractor shall provide and pay for all additional land and access thereto that may be required for temporary storage of materials and equipment.

## **Article 11: Owner's Control**

(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, consistent with the requirements of the Contract Documents. The Owner shall determine the amount, quality, acceptability, and fitness of all parts of the Work, shall interpret the Contract Documents and Change Orders and shall decide all other questions in connection with the Work.

(b) The enumeration herein or elsewhere in the Contract Documents 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 so performed.

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

concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the Owner and shall not proceed with that portion of the Work without further written instructions from the Owner. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences, or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damages arising solely from those Owner-required means, methods, techniques, sequences, or procedures.

(d) If the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures, or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of Work implied by the operations described, but that the actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the Contractor. The Contractor shall notify the Owner for informational purposes only of the actual construction means, methods, techniques, sequences, or procedures, which the Contractor intends to employ on the Work, if those differ from those mentioned in the Contract Documents.

## **Article 12: Authority and Duties of Inspectors**

Inspectors employed by the Owner shall be authorized to inspect all Work done and material furnished. Such inspection may extend to all or any part of the Work, and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the Work, the Inspector shall have authority to reject material or suspend the Work until the question at issue can be referred to and decided by the Owner. The Inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of the Contract Documents, nor approve or accept any portion of the Work nor issue instructions contrary to the Contract Documents. 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 Contractor. Any advice which the Inspector may give the Contractor shall in no circumstance be construed as binding the Owner in any way nor releasing the Contractor from fulfillment of the terms of the Contract.

## **Article 13: Tests and Inspections**

(a) If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor shall give the Owner timely notice of readiness, therefore. The Contractor shall furnish the Owner the required certificates of inspection, testing or approval. All such tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials, or such other applicable organization as may be required by law or the Contract Documents. The cost of

all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

(b) Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected, or accepted as may be determined by the Owner.

(c) Neither observations by the Owner or the Inspector nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligation to perform the Work in accordance with the requirements of the Contract Documents.

#### **Article 14: Contractor's Supervision and Superintendence**

(a) The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures. In accordance with Article 3, before undertaking the Work he shall carefully study and compare the Contract Documents and check and verify all figures shown thereon. He shall at once report in writing to the Owner any conflict, error, or discrepancy which he may discover, the Contractor shall be responsible to see that the Work complies with the Contract Documents.

(b) The Contractor shall keep on the Work Site, at all times during its progress, a superintendent/foreperson satisfactory to the Owner. The superintendent/foreperson shall not be replaced without the consent of the Owner except under extraordinary circumstances. The superintendent/foreperson shall be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All Communications given to the superintendent/foreperson shall be as binding as if given to the Contractor.

(c) The Owner shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents or employees, or any other persons performing any of the Work.

#### **Article 15: Safety and Protection; Emergencies**

(a) The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work as may be required by applicable law, industry standard, or local practice. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the Work site and other persons who may be affected thereby.

2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.



3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

(b) No materials or other obstruction shall be placed within fifteen (15) feet of any fire hydrant, which at all times must be readily accessible to the fire department.

(c) The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage, injury or loss to any property referred to in the above paragraphs caused, directly or indirectly, in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

(d) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner or Owner, is obligated to act, at his discretion, to prevent threatened damage, any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes involved, provided such action is not the result of the fault or negligence, in whole or in part, of the Contractor, a Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

#### **Article 16: Access to the Work; Uncovering Finished Work**

(a) The Owner and his representatives shall, at all times, have access to the Work. The Contractor shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

(b) If any Work is covered contrary to the instruction of the Owner, it must, if requested by the Owner, be uncovered for his observation, and replaced at the Contractor's expense.

(c) If any Work has been covered which the Owner has not specifically requested to observe prior to its being covered, or if the Owner considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Owner's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor shall be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided hereafter.

## **Article 17: Change in the Work**

(a) Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment may be made as provided hereafter.

(b) The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a field order ("Field Order"). If the Contractor believes that any minor change or alteration authorized by the Owner entitles him to an increase in the Contract Price, he may make a claim therefore as provided hereafter.

(c) Additional Work performed by the Contractor without authorization of a Change Order shall not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in herein.

(d) It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.

(e) A Construction Change Directive is a written order prepared by the Owner and signed by the Owner, directing the Contractor to proceed with certain Work deemed by the Owner to be within the scope of the Contract or a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Contract Sum and Contract Time may be adjusted accordingly.

(f) A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order or as a directive to the Contractor to proceed with work deemed by the Owner to be within the scope of the Contractor's Work, which the Contractor disputes

## **Article 18: Change Orders**

(a) The value of any Work covered by a Change Order shall be determined in one of the following ways:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

2. By mutual acceptance of a lump sum.

3. By cost and mutually acceptable fixed amount for overhead and profit.

4. If none of the above methods is agreed upon, the value shall be determined by the Owner on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit shall be as follows:

a. For all such Work done by his own organization, the Contractor may add up to ten percent (10%) of his actual net increase in costs, and

b. For all such Work done by Subcontractors, each Subcontractor may add up to ten percent (10%) of his actual net increase in costs from combined overhead and profit and the Contractor may add up to five percent (5%) of the Subcontractor's total for his combined overhead and profit; provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or otherwise special insurance directly related to such Work.

In each case, the Contractor will submit in form prescribed by the Owner an itemized cost breakdown together with supporting data.

5. The amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

#### **Article 19: Change of the Contract Time**

(a) The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the Owner within ten (10) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

(b) The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided in paragraph above. Such delays shall include, but not be restricted to, acts or neglect by any other Contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God or the public enemy.

(c) All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this article shall not exclude recovery for damages (including compensation for additional professional services) for delays by either party.

(d) No Damage for Delay. In all events, the Contractor shall have no separate

claim for damages or costs of any kind resulting from a delay in the Work as demonstrated by the Contractor's construction schedule, regardless of whether all or part of such delay may be in any way attributable to the acts, the failure to act, or the omissions of the Owner, the Owner's agents or representatives or independent contractors, the Owner's consultants, if any, the Owner or the Owner's consultants. The Contractor agrees that its sole remedy for such delay shall be an extension of time, which may be granted or denied in accordance with the terms of this Agreement.

(e) Waiver of Impact Claims. In all events, the Contractor waives all forms of impact claims including but not limited to efficiency, loss of productivity, trade stacking, disruption, re-sequencing, and the like regardless of whether all or part of such impact may be in any way attributable to the acts, the failure to act, or the omissions of the Owner, the Owner's agents or representatives or independent contractors, the Owner's consultants, if any, the Owner or the Owner's consultants.

(f) The Contractor shall include similar No Damage for Delay and No Impact Claim provisions in the agreements the Contractor executes with its, Subcontractors, suppliers and other persons or entities that the Contractor employs to perform the Work.

(g) The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the Contract Documents.

## **Article 20: Warranty and Guarantee; Correction, Removal or Acceptance of Defective Work**

(a) The Contractor warrants and guarantees to the Owner and the Owner that all materials and equipment shall be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of the inspections, tests or approvals referred to in Article 13: Tests and Inspections. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

(b) If required by the Owner prior to the issuance of the certificate of completion, the Contractor shall promptly, without cost to the Owner and as required by the Owner, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Owner, remove it from the site and replace it with non-defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from the Owner, the Owner may have deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and, including compensation for additional professional services shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor shall also bear

the expenses of making good all work of others destroyed or damaged by his correction, removal or of his defective Work.

(c) If, after the approval of final payment and prior to the expiration of one (1) year after the date of completion, any Work is found to be defective the Contractor shall, promptly without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and , including Compensation for additional professional services, will be paid by the Contractor and/or deducted from monies owed the Contractor.

## **Article 21: Applications for Progress Payments**

(a) At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor shall submit to the Owner for review the Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and supported by such data as the Owner may reasonably require. There shall be no payment for materials stored on or off the site. The progress payment request shall be subject to a five percent (5%) retainage which shall be held by the Owner until all defective work and all punch list items have been addressed to the full satisfaction of the Owner and the Town. The retainage may be held beyond the application for Final Payment if there is any outstanding defective work that needs to be corrected and/or punch list items that need to be addressed; after which time all outstanding defective work has been corrected and all punch list items have been addressed to the full satisfaction of the Owner and the Town; the retainage can be released. Retainage can be reduced, after the application for Final Payment has been made, to the value of the outstanding defective work that needs to be corrected plus the value of punch list items that need to be addressed.

(b) The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall have passed to the Owner prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances; and that no Work, materials or equipment covered by an Applications for Payment shall have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Each progress payment request shall be accompanied by Lien Waivers in a form satisfactory to the Owner's legal counsel. No progress payment shall be processed by the Owner for payment without a fully executed lien and claim waivers from the Contractor, material suppliers and Subcontractors.

(c) The Owner shall, within thirty (30) days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to the Owner or return the Application to the Contractor indicating in

writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.

(d) The Owner shall, within thirty (30) days of the presentation of an approved Application for Payment by the Owner, pay the Contractor the amount approved by the Owner.

(e) The Contractor shall pay its Subcontractor(s) and suppliers in accordance with applicable Connecticut law and shall cause its Subcontractor(s) to pay their Subcontractor(s) in accordance with applicable Connecticut law.

## **Article 22: Certificates of Completion and Final Payment**

(a) Upon written notice from the Contractor that the Project is complete, the Owner shall make a final inspection with the Owner and the Contractor and shall notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective and/or not completed. The Contractor shall immediately make such corrections and perform such work as are necessary to remedy such defects and/or complete the project.

(b) After the Contractor has completed any such corrections and finished the contract work to the full satisfaction of the Owner and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificated of inspection, lien and claim waivers from itself, Subcontractor(s) and material suppliers, and other documents, all as required by the Contract Documents; the Owner shall issue a certificate of completion and the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such supporting data as the Owner may require, together with complete and legally effective releases or waivers (satisfactory to the Owner) of all liens and claims arising out of the Work, including but not limited to all labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts of releases in full; an affidavit of the Contractor that the releases which a lien or claim could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify and defend it against any lien or claim.

(c) If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment, all as required by the Contract Documents, the Owner is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within thirty (30) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to the Owner for payment. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to approval final payment, in which case the Contractor will make the necessary corrections and resubmit the Application for Payment.

(d) Final payment shall constitute one hundred percent (100%) of the final Contract amount. A Maintenance Bond in the amount of one hundred percent (100%) of the Contract Cost shall be provided prior to final payment. The Owner shall, within thirty (30) days of presentation to him of an approved final Application for Payment, pay the Contractor the amount approved by the Owner.

### **Article 23: Waivers of Claims and Continuing Obligations**

(a) The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the Owner, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

(b) Pending final resolution of a claim, except as otherwise mutually agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments, which are not the subject of a good faith dispute, in accordance with the Contract Documents.

(c) The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

### **Article 24: Indemnification**

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

(b) Further, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, the Owner and the Owner's consultant(s) and their respective officers, directors, owners, agents, members, employees and independent contractors, from and against all allegations, even if meritless, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any breach or failure of the Contractor to comply with the terms and conditions of the Contract Documents but only to the extent caused by

the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

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

(d) All defense, indemnity and hold harmless provisions set forth in this Contract shall survive termination and/or cancellation and/or full performance of the Contract.

#### **Article 25: Cleaning Up**

The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of each day of the Work shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and passable. The Contractor's failure to keep the site free from waste, rubbish and debris on a daily basis shall entitle the Owner to clean up said waste, rubbish and debris and charge the costs of the same to the Contractor without notice and/or deduct said costs from monies owed to the Contractor.

#### **Article 26: Owner's Right to Stop or Suspend Work**

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

(b) The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension or interruption. No adjustment shall be made to the extent

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is wholly or partially responsible; or

2. That an equitable adjustment is made or denied under another provision of the Contract.

(c) The Contractor shall resume the Work on the date so fixed by the Owner.

#### **Article 27: Owner's Right to Terminate**



The Owner may terminate or abandon the Project for any one or more of the following reasons:

(a) If the Contractor is adjudged as a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to his Subcontractor(s) or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Owner or Owner, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Work and of all machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner on demand including but not limited to attorneys' fees and any other associated costs. Such other associated costs will be determined by the Owner.

(a) Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue.

(b) Upon seven (7) days written notice to the Contractor and the Owner, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement for the Owner's convenience. In such case, the Contractor shall be paid for all Work actually executed and reasonable expenses sustained by reason of such termination. The Owner shall reasonably determine the amount of monies due the Contractor. Such payment shall not include any overhead or profit on Work not executed. In all events, the Contractor waives any and all claims for damages of any kind or nature including but not limited to claims for overhead and profit on Work not executed.

(c) In the event the Owner is adjudged to have wrongfully terminated the Agreement, then such termination shall be converted into a termination for convenience and the Contractor shall be compensated as provided in Paragraph (c) above.

#### **Article 28: Contractor's Right to Stop Work or Terminate**

If, through no act or fault, in whole or in part, of the Contractor or anyone for whom it is directly or indirectly liable, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Owner fails to act on any Application for Payment within sixty (60) days after it is submitted, or the Owner fails to pay the Contractor any sum

approved by the Owner within sixty (60) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the Owner and the Owner, terminate the Agreement and recover from the Owner payment for all Work executed. The Owner shall reasonably determine the amount of monies due the Contractor. Such payment shall not include any overhead or profit on Work not executed. In all events, the Contractor waives any and all claims for damages of any kind or nature including but not limited to claims for overhead and profit on Work not executed.

Instead of terminating the Agreement, if the Owner has failed to act on an approved [by the Owner] Application for Payment or the Owner has failed to make any approved payment [by the Owner] as aforesaid, the Contractor may upon seven (7) days' notice to the Owner stop the Work until he has been paid all approved amounts then due. Contractor cannot stop work for lack of payment if said payment was not made for reason.

#### **Article 29: Provisions Required by Law Deemed Inserted**

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

#### **Article 30: Contract Security**

The Contractor shall furnish surety bonds acceptable to the Owner in an amount at least equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract and for payment of all persons performing labor under this Contract and furnishing materials in connection with this Contract. The surety on such bond shall be a duly authorized surety company, satisfactory to the Owner and authorized to do business in the State of Connecticut. Not applicable.

#### **Article 31: Time for Completion and Liquidated Damages**

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract Documents (as outlined in the Instruction to Bidders section of this Contract) for the Work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it further mutually understood and agreed that the Work embraced in this Contract shall be commenced not more than ten (10) calendar days from the date of written Notice To Begin Work or Notice to Proceed or issuance of a Work Order.

The Contractor agrees that said Work shall be pursued regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the

Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work at a rate of \$500 a day.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, the said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

- (a) To any preference, priority or allocation order duly issued by the State or Federal Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, act of God, or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (c) To any delays of Subcontractor(s) or supplies caused by any of the causes specified in subsections (a) and (b) of this article.

### **Article 32: Sanitary Facilities**

Contractor shall provide and maintain such sanitary accommodations for use of his employees and those of his Subcontractors as may be necessary to comply with requirements and regulations of local and state departments of health and as directed by Owner.

### **Article 33: Non-Discrimination and Affirmative Action Provisions**

The contractor agrees to comply with all provisions of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, Executive Orders 11246, 11375, 11478, and if applicable the Connecticut Fair Employment Practice Law and any and all similar state or federal legislation, and any amendments thereof.

(A) (1) The contractor agrees and warrants that in the performance of the contract such contractor 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, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability 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 the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability 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; (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities; (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(B) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(C) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this

subsection.

(D) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(E) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(F) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

#### **Article 34: Wage Scale Provisions**

Contractor agrees to comply with all State/Federal Wage Scale Provisions and the Wage and Payroll Section of this Contract in accordance with Conn. Gen. Stat. Section 31-53(g) if applicable based on the Contractor's submitted total bid price for the project work included under this Contract.

#### **Article 35: Work by Others**

The Contractor agrees that the Owner may permit other persons, firms, corporations, or entities to utilize publicly owned property at the site of the Work and that such permission(s) shall not affect this Agreement.

#### **Article 36: Mediation of Disagreements**

In case of any dispute between the Owner and the Contractor or other party making

claims in relation to this Contract concerning the respective rights and liabilities of the parties thereunder, which cannot be resolved within thirty (30) days by mutual agreement of the parties may be referred to the American Arbitration Association for Non-Binding Mediation by either party. The costs of such Mediation shall be borne equally by each party involved in the Mediation. Only in the event of failure to resolve the dispute by Mediation shall a suit be instituted under this Contract; provided however, that any party may institute a suit to preserve any claims as may be required by law.

#### **Article 37: Applicable Law**

This Contract is to be governed by and construed in accordance with the laws of the State of Connecticut. Any suit brought against a party to this Contract shall be brought exclusively in the Connecticut Superior Court of the Hartford Judicial District.

#### **Article 38: Alteration and Amendments**

This Contract may be altered, amended, or modified only in writing by the Owner and the Contractor.

#### **Article 39: Notice**

Any notice under this Contract shall be in writing and shall be sent by Registered or Certified Mail, with Return Receipt, to the Owner c/o its Chief Administrative Officer or the Contractor, each at the last address as designated by each party in writing.

#### **Article 40: Shop Drawings and Samples**

(a) If required by the Owner and/or the contract documents contained herein, after checking and verifying all field measurements, the Contractor shall submit to the Owner for approval, in accordance with the accepted schedule of Shop Drawing submissions, five (5) copies (or at the Owner's option, one reproducible copy) of all Shop Drawings and other submittals as may be required by the Contract Documents and/or as ordered by the Owner, which shall have been checked by and stamped with the approval of the Contractor and identified as the Owner may require. The data on Shop Drawings and other submittals shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Owner to review the information as required.

(b) The Contractor shall also submit to the Owner for approval, with such promptness as to cause no delay in the Work, all samples shall have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

(c) At the time of each submission, the Contractor shall, in writing, call the Owner's attention to any deviations that the Shop Drawing(s) or sample may have from the requirements of the Contract Documents.

(d) The Owner shall review, with reasonable promptness, Shop Drawing(s) and

samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of separate items as such shall not indicate review of the assembly in which the item functions. The Contractor shall make any corrections required by the Owner and shall return the required number of corrected copies of the Shop Drawings and resubmit new samples until reviewed and accepted. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Owner on previous submissions.

(e) No Work requiring a Shop Drawing or sample submission shall commence until the submission has been reviewed by the Owner.

(f) The Owner's review of the Shop Drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents, unless the Contractor has in writing called the Owner's attention to such deviations at the time of submission and the Owner has given written approval to the specific deviation, nor shall any approval by the Owner relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

#### **Article 41: Progress Prints and As Built Drawings**

At the completion of the Work and if required by the Contract Documents and/or by the Owner, and as an express condition precedent to final payment, the Contractor shall submit to the Owner an as built of the Work completed under this Contract.

#### **Article 42: Electrical Energy**

The Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the proper completion of this Contract during its entire progress. The Contractor shall provide, obtain permits for, and pay for all temporary wiring, switches, connections, and meters. There shall be sufficient artificial light, by means of electricity, so that all Work may be done in a workmanlike manner, when there is not sufficient daylight. Sufficient temporary power outlets shall be furnished to enable the various trades to use normal electric power tools.

#### **Article 43: Standard Specifications**

All Contract Specifications, Special Provisions, and any specification documents [e.g., State of Connecticut Department of Transportation FORM 816] referenced in these contract documents shall be considered part of this Contract. The specifications for any materials referred to in this contract shall comply with all the pertinent material specifications of the State of Connecticut Department of Transportation FORM 816 for said material [or similar material in Form 816]. All construction procedures for any work referred to in this contract shall comply with

all the pertinent construction methods of the State of Connecticut Department of Transportation FORM 816 for said work [or similar work in Form 816]. Note, payment for any materials and work shall be at the respective various unit prices or lump sum prices listed in the Contract Proposal and shall be inclusive of all work and materials related thereto.

#### **Article 44: CALL BEFORE YOU DIG REQUIREMENTS**

Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc. will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper support shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

"CALL BEFORE YOU DIG," toll free, statewide, 1-800-922-4455 at least 24 hours in advance of performing any excavation and/or as may be required.

#### **Article 45: Protection Of The Work**

The Contractor shall protect all work done under this contract, and all work done by the Owner's separate contractors within the limits of this Contract during the progress of the Work and until completion, from injury by reason of any work under this Contract, or by reason of any negligence on its part, or by reason of weather conditions. The method to be employed for protection shall be at the Contractor's discretion but shall be subject to the approval of the Owner, who may order the work or any portion of it suspended when he considers conditions to be not favorable for first-class work.

The Contractor shall protect all Work; bituminous pavement, concrete walk, grass areas, etc., from all traffic and use until it is suitable for use or until completion of the Contract.

#### **Article 46: Dust Control and Cleanup**

Upon suspension or completion of the Work or of any portion thereof, the Contractor shall remove all materials, equipment, and rubbish, and shall leave the premises in a neat and orderly condition. The premises shall, during the progress of the work, be kept clean, presentable, and satisfactory to the Owner, and shall be so left at the completion of the Contract. As the work progresses, all areas shall be thoroughly cleaned of all rubbish, excess earth, rock, and other debris. The Contractor shall take necessary precautions to prevent and avoid dust and to keep the area clean each day, whether a normal workday or not. All cleanup operations shall be accomplished to the satisfaction of the Owner. The cost of any work associated with any required dust control and/or cleanup for the work under this project will be considered included in the base unit prices and/or lump sum prices



for each item in the bid proposal and there will be no separate payment for such work performed to complete this project.

**Article 47: Construction Materials**

Construction materials on the site shall be limited in quantity and place occupying area so as to not hinder and block the use of the neighboring East Granby properties nor any facilities.

No advance payment will be made to the Contractor for construction materials purchased in advance and stored by the Contractor. All materials will be paid for each item complete and accepted in place according to the Contract Price or applicable unit prices.

**Article 48: Construction Staking, Line, and Grade**

Any survey work required for the proper construction of the various components, appurtenances, etc. associated with the project and work included in this Contract; shall be the Contractor's responsibility to coordinate and have performed. The Contractor shall complete all work to within 1/4 inch of line and grade as indicated on the Contract Plans and/or as established by the Owner, except where otherwise specified. The Contractor's surveyor shall be responsible for supplying line and grade at least 48 hours prior to beginning any work that may require line and grade.

Unless the Bid documents include an item for construction surveying and staking; the cost of any work associated with any required construction surveying and staking for the work under this project will be considered included in the base unit prices and/or lump sum prices for each item in the bid proposal and there will be no separate payment for such work performed to complete this project.

**Article 49: Work Procedure**

When removing/installing materials, etc. is part of this Contract, the Contractor shall start and complete all said work on one section at a time prior to proceeding with other sections unless otherwise authorized by the Town. The Contractor shall schedule its operations so that residents will not be unduly hindered.

The Contractor shall not perform work on more than two (2) sections of the project at a time, unless approved by the Owner in writing. The Contractor shall notify property owners, occupants, tenants, etc.; 48 hours in advance when access to property (e.g., driveways, sidewalks, etc.) is to be hindered or denied.

Access to local properties and businesses shall be maintained at all times except when actual Work is being done in front of a driveway or sidewalk to a property.

**Article 50: Prompt Completion of Work**

After and removal/installing or other work is commenced, the Contractor shall prosecute the Work with diligence and on a continuous uninterrupted basis and

shall promptly complete such Work and restore the area to its original condition or as near as may be, so as not to obstruct the access thereon more than is reasonably necessary.

#### **Article 51: Work Interruptions**

There may be some occasions where utility companies will be involved in the relocation or adjustment of their existing facilities. In such event, the Contractor shall work in another location until the utility completes its work. No additional compensation will be made for delays or inconvenience sustained by the Contractor due to interference by the utility companies.

#### **Article 52: Temporary Suspension of Work**

The Owner shall have the authority to suspend the work wholly or in part, for such period or periods as he considers necessary in the best interest of the Town, or in the interest of public necessity, convenience, or safety as provided in this Agreement.

If it should become necessary to stop work for an identified period, the Contractor shall store all materials and equipment in such manner that they will not obstruct or impede the public unnecessarily nor allow the material to become damaged in anyway; and he shall take every precaution to prevent damage to the work already completed, and to erect temporary structures where necessary.

The Contractor shall maintain the project areas in safe condition for use and shall maintain all barricades, signs, and lights during the period of project suspension, construction, and/or disturbance.

Unless the Bid documents include an item(s) for maintenance and protection of visitor; the cost of any work associated with any required maintenance and protection of the project location including but not limited to barricades, signs, lights, signals, etc. as required and/or as ordered by the Owner for the same execution of the work under this project will be considered included in the base unit prices and/or lump sum prices for each item in the bid proposal and there will be no separate payment for such work performed to complete this project.

#### **Article 53: Noise**

The Contractor shall conduct and carry out construction work in such a manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring property. During the hours of 6:00 p.m. and 7:00 a.m. he shall not use, except with the express written permission of the Owner or in case of an emergency as herein otherwise provided, any tool, appliance or equipment producing noise of sufficient volume and or beyond limits established by local codes and ordinances so as to disturb the sleep or repose of occupants of the neighboring property.

**Article 54: Protection of Adjoining Property**

The Contractor shall at all times and at its own expense preserve and protect from injury any adjoining property by providing proper safeguards and taking other measures suitable for that purpose. The Contractor shall, at his own expense, shore up and protect all walls, fences, or other property likely to be damaged during the progress of the construction work and shall be responsible for all damage to public or private property from its failure to properly protect and carry out said Work. The Contractor shall not disturb, cut, or remove (even temporarily) any trees, bushes, shrubs, or flowers on municipal or private property. Any of these items which have been disturbed, removed, or cut by the Contractor shall be the sole responsibility of the Contractor; including should any of the trees, bushes, shrubs, or flowers die as a result of the Contractor's Work or operations.

**Article 55: Insurance**

The Contractor shall carry and keep in force during the term of this Agreement completed operations period insurance as more specifically described in the Contract Documents by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance and endorsements or insurance policies specifying such coverage and naming the Town and its officers, agents, employees, and volunteers as additional insured prior to the start of the Work and on an annual basis. In the event of any conflict between the insurance requirements set forth below and insurance requirements set forth in other Contract Documents, the requirements in this Agreement shall control.

The Contractor shall provide the following coverages and minimum limits of insurance:

5) Worker's Compensation Insurance:  
Statutory Coverage

Employer's Liability

\$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee

6) Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability, and Independent Contractors.

Limits of Liability for Bodily Injury and Property Damage

Each Occurrence \$1,000,000

Aggregate \$2,000,000

7) Automobile Insurance:

Including all owned, hired, borrowed and non-owned vehicles and pollution

Limit of Liability for Bodily Injury and Property Damage:

Per Accident \$1,000,000

8) Umbrella

Each Occurrence \$1,000,000

Aggregate Limit \$2,000,000

9) The "Hold Harmless" Indemnification endorsement of the insurance shall include the interest of the municipality and the State of Connecticut. The Contractor and Subcontractors and other interests shall be so named.

The Contractor and the Contractor's subcontractors, if any, shall cause the commercial liability coverage required by the Contract Documents to include (1) the Town and its officers, agents, volunteers and employees, as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Town and its officers, agents, volunteers and employees as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall, before commencement of its Work, submit to the Town evidence of the aforementioned requirements from itself and its subcontractors, if any, in the form of an additional insured endorsement or insurance policy acceptable to the Town. Failure by the Contractor to provide the endorsements required in this section shall entitle the Town to withhold payment from the Contractor then due or to become due until such time as the endorsements or policies are provided. The insurance (both primary and umbrella coverages) of the Contractor and the Contractor's subcontractor's, if any, shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's subcontractor's, if any, (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with thirty (30) days advance notice of cancellation. The Contractor and the Contractor's subcontractors, if any, shall cause their insurers to directly provide the Town with ten (10) days advance notice of cancellation for non-payment. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

(a) The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and

completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 and elsewhere in the Contract Documents.
9. Products Liability and Completed Operations, Premises, Personal and Advertising Injury, and Independent Contractor.
10. Professional Liability to the extent the Contractor provides any professional services as may be required by the Contract Documents or required for the Contractor's means, methods, and procedures.

(b) The insurance required by this Article shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

(c) Certificates of insurance, policy endorsements and insurance policies acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or of each required policy of insurance. These certificates and the insurance policies and endorsements required by this

Article shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or of such coverage until the expiration of the time required by this Agreement.

(d) The Contractor and the Contractor's Subcontractors shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Owner and the Owner's consultants and the agents and employees of any of them as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, the Owner and the Owner's consultants and the agents and employees of any of them as additional insureds for claims caused in

whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall, before commencement of its Work, submit to the Owner evidence of the aforementioned requirements from itself and its Subcontractors in the form of an ISO 20 10 11 85 additional insured endorsement or equivalent as determined by the Owner. Failure by the Contractor to provide the Application for Payment then due or to become due until such time as the endorsements are provided. The insurance of the Contractor and the Contractor's Subcontractor's (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Owner, the Owner and the Owner's consultants and the agents and employees of any of them and any insurance available to the Owner, the Owner and the Owner's consultants and the agents and employees of any of them is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's Subcontractor(s) (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Owner and any insurance available to the Owner is secondary and non-contributory. The Contractor and the Contractor's Subcontractor's shall cause their insurers to directly provide the Owner with thirty (30) days advance notice of cancellation. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

## **END OF GENERAL CONDITIONS**

**BID BOND (Example for use as template)**

Bond Number

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, as Principal, hereafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, hereinafter called Surety are held and firmly bound unto the Town of East Granby as  
Oblige, (hereinafter referred to as the "oblige"), in the amount of \_\_\_\_\_ and  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) or **5%** of the bid for the payment of which sum well and  
truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors,  
administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has submitted a bid for the project named:

**"Civil-Site Construction Services, East Granby Farms Recreational Courts and Associated Infrastructure"**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bonds as may be specified in the bidding or Contract with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in the said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal of Principal)

\_\_\_\_\_  
(Principal)

In the Presence of:

\_\_\_\_\_ By: \_\_\_\_\_  
(witness)

\_\_\_\_\_  
(witness)

(Seal of Surety)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_ By: \_\_\_\_\_  
(witness)

\_\_\_\_\_  
(witness)

(Power of Attorney for a person signing for Surety Company must be attached to the Bond)



**PERFORMANCE BOND (Example for use as template)**

**Bond Number**

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, as Principal, hereafter called Principal, and \_\_\_\_\_, as Surety, hereinafter called Surety are held and firmly bound unto the Town of East Granby as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Principal has by written Agreement dated \_\_\_\_\_ entered into a Contract with the Owner for:

**“Civil-Site Construction Services, East Granby Farms Recreational Courts and Associated Infrastructure”**

which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

The Surety hereby waives notice of any alterations or extensions of time made by the Owner.

WHEREAS, Principal shall be, and declared by the Owner to be in default under the Contract, the Owner having performed the Owner’s obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner of the lowest qualified responsible Bidder, arrange for a Contract between the Bidder and the Owner, and make available as Work progresses sufficient funds to pay the cost of completion of the Contract.

Any suit brought under this Bond must be instituted before the expiration of three (3) years from the date on which final payment under this Contract is rendered.

This Bond is issued simultaneously with another Bond in favor of the Town of East Granby conditioned for full payment of Labor and Materials.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the executors, administrators, or successors of the Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal of Principal)

\_\_\_\_\_

(Principal)

In the Presence of:

\_\_\_\_\_ By: \_\_\_\_\_  
(witness)

\_\_\_\_\_  
(witness)

(Seal of Surety)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_ By: \_\_\_\_\_  
(witness)

\_\_\_\_\_  
(witness)

(Power of Attorney for a person signing for Surety Company must be attached to the Bond)

**LABOR AND MATERIAL PAYMENT BOND (Example for use as template)**

**Bond Number**

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, as Principal, hereafter called Principal, and \_\_\_\_\_, as Surety, hereinafter called Surety are held and firmly bound unto the Town of East Granby as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Principal has by written Agreement dated \_\_\_\_\_ entered into a Contract with the Owner for:

**“Civil-Site Construction Services, East Granby Farms Recreational Courts and Associated Infrastructure”**

which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

This Bond is issued simultaneously with another Bond in favor of the Town of East Granby conditioned for the full and faithful performance of the Contract.

The Surety hereby waives notice of any alterations or extensions of time made by the Owner.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay for all labor and materials furnished by himself or his subcontractors for use in the prosecution of the Work, and used therein, then, this obligation to be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Sections 49-41, 49-42, and 49-43 of the Connecticut General Statutes, and the rights and liabilities hereunder shall be determined and limited by said Sections to the same extent as if they were copied at length herein.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the executors, administrators, or successors of the Owner.

**Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

(Seal of Principal)

\_\_\_\_\_  
(Principal)

In the Presence of:

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

(witness)

---

(witness)

(Seal of Surety)

---

(Surety)

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

(witness)

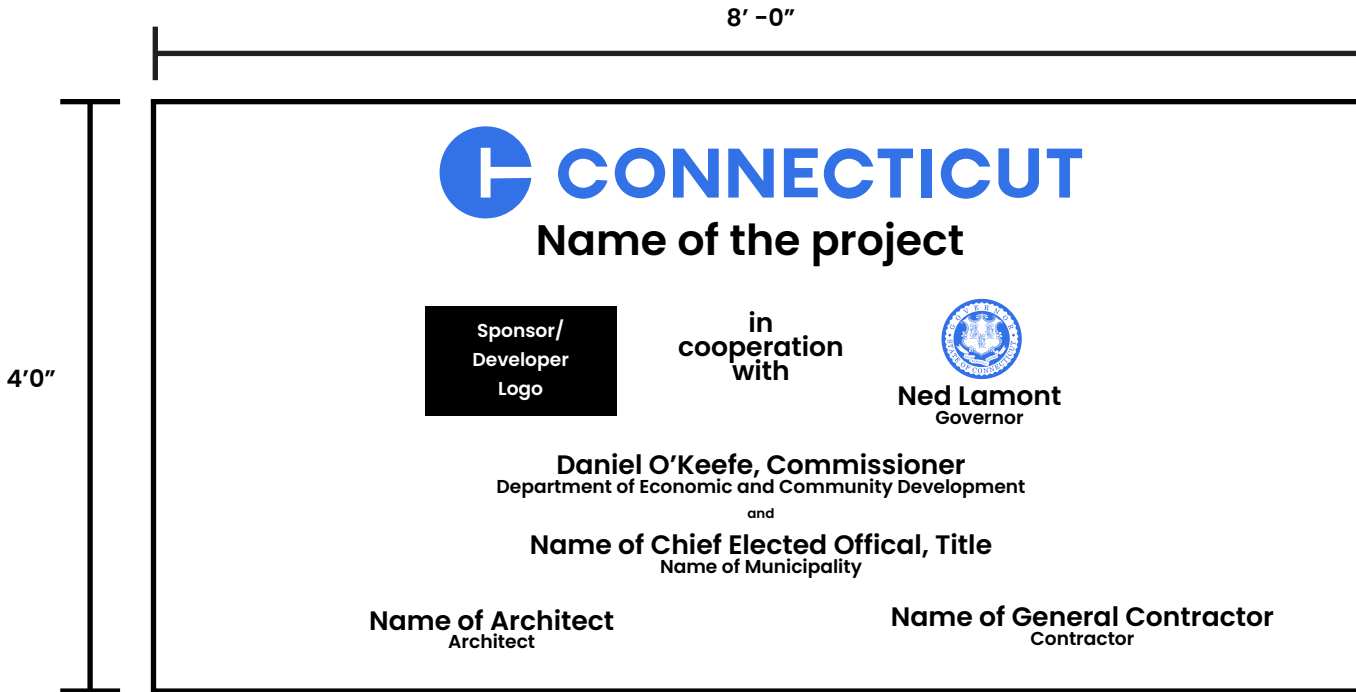
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(witness)

(Power of Attorney for a person signing for Surety Company must be attached to the Bond)



Department of Economic and Community Development  
Project Sign



**Sign Panel**

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

**Colors**

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

**Typeface**

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

**Colors**

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

**Location**

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

**Timing**

INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION

**State & Governor Logo**

ATTACHED

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

(Revised 09/3/15)

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

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

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

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

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INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART 1 – Bidder Information**

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

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

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



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

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

**PART IV - Bidder Employment Information**

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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**Wage and Workplace Standards Division**  
*Wage Payment/Prevailing Wage • Minimum Wage/Overtime  
Workplace Standards*

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February 24, 2025

First Selectwomen, Eden Wimpfheimer  
Town of East Granby  
9 Center St.  
East Granby, CT 06026

Re: Applicability of Prevailing Wage to the East Granby Farms Recreational Area Phase III – East Granby, CT (Project)

Dear Selectwomen, Wimpfheimer:

Thank you for the email dated February 19, 2025 in which you sought clarification of whether the East Granby Farms Recreational Area Phase III located in East Granby Connecticut (project) constitutes construction that is subject to the prevailing wage statute, Connecticut General Statute Sec. 31-53. Based on information provided and a review with senior staff from the Wage & Workplace Standard Division, it is our conclusion that the project is subject to the prevailing rate for the reasons which follow.

Section 31-53(g) of the Connecticut General Statute provides:

The provisions of this section shall not apply where the total cost of all work to be preformed by all contractors and subcontractors in connection with ***new construction*** of any public works project is less than ***one million dollars*** or where the total cost of all work to be performed by all contractors and subcontractors in connection with any ***remodeling, refinishing, refurbishing, rehabilitation, alteration or repair*** of any public works project is less than ***one hundred thousand dollars***.

It should be noted that this reflects the opinion of the Connecticut Department of Labor is based solely on the facts and circumstances presented in the instant request and does not preclude the possibility of private actions which may be based upon differing interpretations of state or federal law. In the event that the circumstances described in your materials are not an accurate depiction of the construction activity with respect to the proposed project, this agency reserves the right to alter this opinion to the extent necessary to ensure compliance with state law.

Page 2

If you have any questions, please do not hesitate to contact.

Sincerely,

*Mary Toner*

Mary Toner – Field Supervisor  
State of Connecticut – Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109  
Mary.Toner@ct.gov  
(860) 263-6606

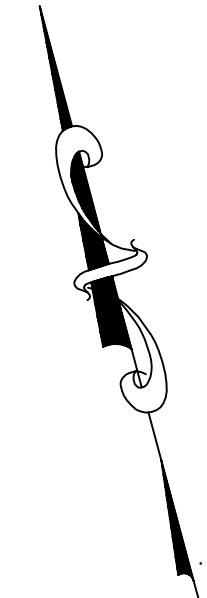
MT/ds/bm/hc

# PROPOSED RECREATION COURTS

PREPARED FOR

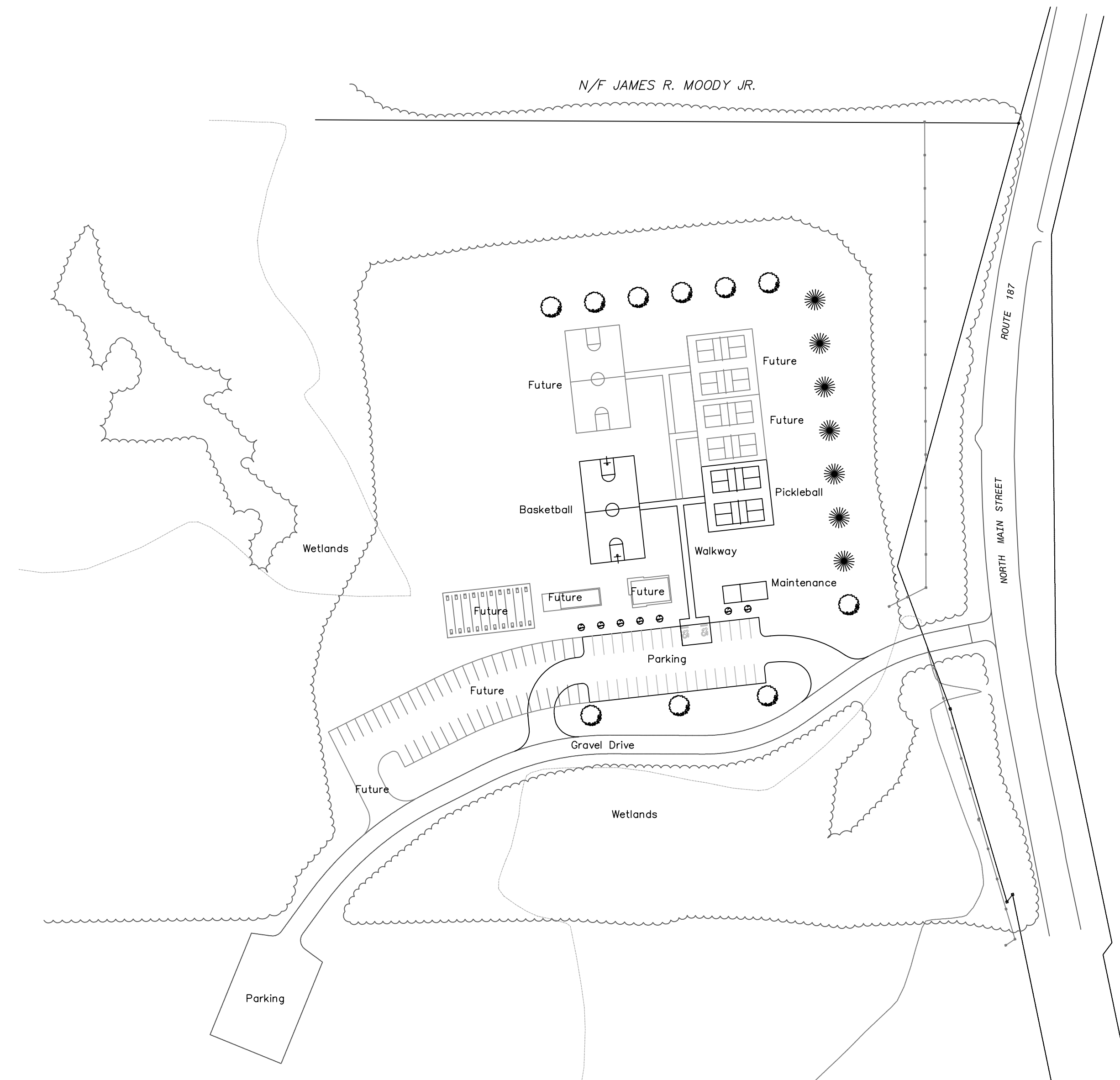
# TOWN OF EAST GRANBY

79-85 NORTH MAIN STREET, EAST GRANBY, CONNECTICUT



### INLAND WETLANDS NOTES

- 1.) THE PERMITEE & APPLICANT/DEVELOPER SHALL CONTACT THE TOWN OF EAST GRANBY BUILDING/ENGINEERING DEPARTMENT AT 860-653-3444 TWO WORKING DAYS PRIOR TO STARTING ANY WORK ON THE SITE IN ORDER TO DISCUSS ANY SPECIAL CONDITIONS AND/OR REQUIRED INSPECTIONS.
- 2.) THE PERMITEE & APPLICANT/DEVELOPER SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE WETLANDS AGENT, DEVELOPER, GENERAL CONTRACTOR AND SITE WORK CONTRACTOR PRIOR TO THE START OF ANY CONSTRUCTION, TREE CLEARING OR GROUND DISTURBANCE.
- 3.) PRIOR TO STARTING ANY WORK ON THE SITE, THE CONTRACTOR MUST VERIFY EXISTING SITE CONDITIONS, TOPOGRAPHY AND UTILITIES SHOWN ON THE APPROVED PLAN. CONTRACTOR MUST NOTIFY DESIGN ENGINEER OF ANY DIFFERENCES BETWEEN CONDITIONS FOUND ON THE SITE AND THOSE DEPICTED ON THE APPROVED PLAN.
- 4.) ALL SOIL STABILIZATION AND SOIL EROSION AND SEDIMENT CONTROL MEASURES, DETAILS, SCHEDULES AND NOTES INCLUDED ON THE FINAL PLANS SHALL BE BINDING ON THE PERMITEE AND SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE PLANS OR THE CT 2002 EROSION CONTROL GUIDELINES IF NOT SPECIFIED ON THE PLANS. SOIL STABILIZATION AND EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE MAINTAINED IN WORKING CONDITION FOR THE DURATION OF THE PROJECT.
- 5.) ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REPAIRED, REPLACED, AND/OR MAINTAINED FOR THE DURATION OF THE PROJECT BY THE DEVELOPER/CONTRACTOR UNTIL ALL DISTURBED AREAS ARE STABILIZED.
- 6.) ANY MODIFICATIONS TO THE REGULATED ACTIVITIES DUE TO THE APPROVAL OR REVIEW OF THE PROJECT BY THE HEALTH DISTRICT, THE DEEP OR OTHER STATE AGENCY, THE ACOE OR OTHER FEDERAL AGENCY SHALL SUBMITTED TO THE WETLANDS COMMISSION FOR REVIEW. CHANGES TO THE PLANS APPROVED BY THE WETLANDS COMMISSION CANNOT BE MADE WITHOUT PRIOR APPROVAL OF THE COMMISSION.
- 7.) NO PERMITS SHALL BE ASSIGNED OR TRANSFERRED WITHOUT THE WRITTEN PERMISSION OF THE COMMISSION OR ITS AGENT. THE ASSIGNEE, TRANSFEREE OR OTHER RECIPIENT OF A TRANSFERRED PERMIT SHALL BE BOUND BY ALL REPRESENTATIONS MADE BY THE APPLICANT IN OBTAINING THE PERMIT AND BY ALL THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED IN THE PERMIT AND SUCH PERSON SHALL HAVE ALL THE RIGHTS, DUTIES AND OBLIGATIONS OF THE ORIGINAL PERMITEE WHO WAS GRANTED THE PERMIT. REQUESTS FOR PERMIT TRANSFERS ARE TO BE MADE IN WRITING TO THE COMMISSION.
- 8.) ALL ASPECTS OF THE APPROVED PLANS SHALL BE BINDING UPON THE PERMITEE, AND ON THE DEVELOPER AND CONTRACTORS EMPLOYED TO IMPLEMENT THE PROJECT. MODIFICATIONS TO ANY ASPECT OF THE PROJECT OR THE PLANS MAY REQUIRE A REVISED WETLANDS PERMIT.
- 9.) THE REMOVAL OF TREES OR OTHER VEGETATION OR REGRADING OF SOIL SUBSTANTIALLY DIFFERENT FROM THAT SHOWN ON THE GRADING AND EROSION CONTROL PLAN IS NOT PERMITTED WITHOUT PRIOR APPROVAL OF THE TOWN ENGINEERING STAFF.
- 10.) NO EQUIPMENT, MATERIALS OR MACHINERY TO BE STORED, CLEANED, REPAIRED OR REFUELED WITHIN 75 FEET OF THE WETLANDS OR WATERCOURSE.
- 11.) THERE SHALL BE NO STOCKPILING OR DISPOSAL OF SURPLUS MATERIAL WITHIN OR IMMEDIATELY ADJACENT TO THE WETLANDS OR WATERCOURSES OR THE UPLAND REVIEW AREAS, TEMPORARILY OR PERMANENTLY, EXCEPT AS SHOWN ON THE APPROVED PLANS.
- 12.) THE PERMITEE SHALL PROVIDE AN EMERGENCY STOCKPILE OF SOIL EROSION AND SEDIMENT CONTROL MEASURES, INCLUDING HAY BALES, STAKES, CRUSHED STONE AND EQUIPMENT TO PLACE OR INSTALL THESE MEASURES, FOR USE DURING HEAVY RAINS OR OTHER EMERGENCIES.
- 13.) AFTER CONSTRUCTION IS COMPLETE AND ALL DISTURBED HAVE BEEN STABILIZED, THE TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE REMOVED.
- 14.) REMOVAL OF THE TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES IS NOT PERMITTED UNTIL ALL SITE WORK IS COMPLETE AND EXPOSED SOILS PERMANENTLY STABILIZED TO THE SATISFACTION OF THE WETLANDS AGENT. THE PERMITEE SHALL REQUEST AN INSPECTION BY THE WETLANDS AGENT OF THE COMPLETED PROJECT AT LEAST TWO WEEKS BEFORE REQUESTING THE CERTIFICATE OF OCCUPANCY INSPECTION BY THE BUILDING DEPARTMENT.
- 15.) ANY ADDITIONAL SEDIMENTATION/EROSION CONTROL MEASURES DEEMED NECESSARY BY THE STAFF DURING ANY CONSTRUCTION PROCESS SHALL BE IMPLEMENTED BY THE GENERAL CONTRACTOR. IN ADDITION, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR/REPLACEMENT/MAINTENANCE OF ALL SEDIMENTATION/EROSION CONTROL MEASURES UNTIL ALL DISTURBED AREAS ARE STABILIZED TO THE SATISFACTION OF STAFF.
- 16.) THE APPLICANT/DEVELOPER AND/OR CONTRACTOR SHALL PRACTICE EFFECTIVE DUST CONTROL PER THE SOIL CONSERVATION SERVICE HANDBOOK DURING CONSTRUCTION AND UNTIL ALL AREAS ARE STABILIZED OR SURFACE TREATED. THE APPLICANT/DEVELOPER SHALL BE RESPONSIBLE FOR THE CLEANING OF NEARBY STREETS, AS ORDERED BY THE TOWN, OF ANY DEBRIS FROM THESE CONSTRUCTION ACTIVITIES.
- 17.) DURING CONSTRUCTION OF ANY SITE IMPROVEMENTS, A STONE CONSTRUCTION ENTRANCE/EXIT PAD OF AT LEAST 50 FEET IN LENGTH AND THE ENTIRE WIDTH OF THE PROPOSED ENTRANCE DRIVE SHALL BE INSTALLED TO COLLECT ANY SEDIMENT OFF WHEELS OF CONSTRUCTION VEHICLES.
- 18.) THE REMOVAL OF TREES OR OTHER VEGETATION OR REGRADING OF SOIL SUBSTANTIALLY DIFFERENT FROM THAT SHOWN ON THE GRADING AND EROSION CONTROL PLAN IS NOT PERMITTED WITHOUT PRIOR APPROVAL OF THE TOWN ENGINEERING STAFF.
- 19.) ANY EXCESS MATERIAL MUST BE DISPOSED OF IN A SUITABLE MANNER AND LOCATION ACCEPTABLE TO TOWN STAFF.
- 20.) ALL ROOF AND/OR FOUNDATION DRAINS SHALL DRAIN TO A FREE SURFACE OR SHALL BE TIED INTO THE STORM DRAINAGE SYSTEM. ALL FOOTING DRAINS SHALL HAVE A CLEANSUMP AND A BACKWATER VALVE INSIDE THE FOUNDATION OF THE PROPOSED HOUSE. THE TOWN IS NOT RESPONSIBLE FOR THE REPAIR, REPLACEMENT, OR MAINTENANCE OF PRIVATE DRAINS.
- 21.) ALL CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN DUMPSTERS AND REMOVED FROM THE SITE. ANY CONSTRUCTION MATERIALS OR DEBRIS DUMPED OR BLOWN INTO THE WETLANDS OR WATERCOURSE IS TO BE REMOVED AT ONCE.
- 22.) LOAM AND SEED ALL DISTURBED AREAS FROM CONSTRUCTION ACTIVITIES WHICH ARE NOT PAVED, MULCHED OR PLANTED PER THE SEDIMENTATION AND EROSION CONTROL DETAILS PLAN.
- 23.) ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ARE TO BE REMOVED AFTER PERMANENT STABILIZATION OF ALL DISTURBED AREAS HAS BEEN ACHIEVED.
- 24.) PER SECTION 7.5.J OF THE EAST GRANBY INLAND WETLANDS AND WATERCOURSES REGULATIONS, AUTHORIZATION SHALL BE GRANTED TO MEMBERS AND AGENTS OF THE CONSERVATION COMMISSION TO INSPECT THE SUBJECT LAND, AT REASONABLE TIMES, DURING PENDING OF AN APPLICATION AND FOR THE LIFE OF THE PERMIT.



### GENERAL NOTES

- 1.) THE ZONING REGULATIONS OF THE TOWN OF EAST GRANBY PLANNING AND ZONING COMMISSION ARE A PART OF THIS PLAN. APPROVAL OF THIS PLAN BY THE IWWC IS CONTINGENT ON COMPLIANCE WITH ALL REQUIREMENTS THEREOF.
- 2.) THE DEVELOPER, PROPERTY OWNER AND/OR BUILDER SHALL CONTACT THE TOWN ENGINEERING CONSULTANT THOMAS E. GRIMALDI AT 860-986-3017 TWO WORKING DAYS PRIOR TO STARTING ANY WORK ON THE SITE IN ORDER TO DISCUSS ANY SPECIAL CONDITIONS AND/OR REQUIRED INSPECTIONS.
- 3.) CONTRACTOR MUST VERIFY EXISTING SITE TOPOGRAPHY AND UTILITIES BEFORE BEGINNING CONSTRUCTION. CONTRACTOR MUST NOTIFY DESIGN ENGINEER OF ANY DIFFERENCES BETWEEN CONDITIONS FOUND ON THE SITE AND THOSE DEPICTED ON THE PLAN. CONTRACTOR SHALL CALL "CALL BEFORE YOU DIG" 1-800-922-4455 AT LEAST 48 HOURS PRIOR TO EXCAVATION NEAR PUBLIC UTILITIES.
- 4.) ALL CONSTRUCTION TO BE DONE IN ACCORDANCE WITH THE TOWN OF EAST GRANBY STANDARDS, CONNECTICUT DOT FORM 816 AND THE STATE OF CONNECTICUT PUBLIC HEALTH CODE.
- 5.) ALL PROPOSED UTILITIES SHALL BE UNDERGROUND. CONSTRUCTION & INSTALLATION OF ALL UTILITIES SHALL BE IN ACCORDANCE WITH INDIVIDUAL UTILITY REQUIREMENTS. CONTRACTOR TO PROVIDE COORDINATION AS REQUIRED.
- 6.) OWNER TO PRACTICE EFFECTIVE DUST CONTROL PER THE SOIL CONSERVATION SERVICE HANDBOOK DURING CONSTRUCTION AND UNTIL ALL AREAS ARE STABILIZED OR SURFACE TREATED.
- 7.) EXTERIOR LIGHTING SHALL NOT BE DIRECTED ONTO ADJUTING PROPERTIES OR ADJUTING ROADWAYS. ANY BUILDING MOUNTED LIGHTING SUBJECT TO STAFF AND/OR COMMISSION REVIEW PRIOR TO INSTALLATION.
- 8.) ANY SIGN TO BE INSTALLED ON THE SITE, WITH THE EXCEPTION OF THOSE REQUIRED HEREIN OR BY OTHER TOWN OR STATE REGULATION, SHALL BE SUBJECT TO STAFF AND/OR COMMISSION REVIEW PRIOR TO INSTALLATION.
- 9.) HANDICAP PARKING SPACES ARE TO BE MARKED IN ACCORDANCE WITH STATE OF CONNECTICUT BUILDING CODES AND PUBLIC ACT 88-412.
- 10.) HANDICAP PARKING SPACES AND HANDICAP BITUMINOUS PAVEMENT MARKINGS SHALL HAVE A MAXIMUM GRADE OF 2%.
- 11.) ANY APPROVED LANDSCAPING WILL BE SUBJECT TO FINAL REVIEW BY THE TOWN PLANNERS FOR ADEQUACY AND SUITABILITY OF SPECIES IN THE LOCATIONS PROPOSED.
- 12.) THE REMOVAL OF TREES OR OTHER VEGETATION OR REGRADING OF SOIL SUBSTANTIALLY DIFFERENT FROM THAT SHOWN ON THE GRADING AND EROSION CONTROL PLAN IS NOT PERMITTED WITHOUT PRIOR APPROVAL OF THE TOWN ENGINEERING STAFF.
- 13.) LOAM AND SEED ALL AREAS DISTURBED DURING THE SITE DEVELOPMENT WHICH ARE NOT PAVED, MULCHED OR PLANTED PER THE SEDIMENTATION AND EROSION CONTROL DETAILS PLAN.
- 14.) ANY EXCESS MATERIAL MUST BE DISPOSED OF IN A SUITABLE MANNER AND LOCATION ACCEPTABLE TO TOWN STAFF.
- 15.) ANY OUTSIDE STORAGE OF VEHICLES OR MATERIALS WILL REQUIRE A SPECIAL PERMIT BY THE COMMISSION.

### PARCEL NOTES

- 1.) PROPERTY OWNER: TOWN OF EAST GRANBY  
9 CENTER STREET  
EAST GRANBY, CT 06026
- 2.) PARCEL LOCATION: 79 - 85 NORTH MAIN STREET
- 3.) PARCEL AREA = 72.79 Acres
- 4.) PARCEL ZONE: PRD
- 5.) THE SUBJECT PARCEL HAS DIRECT ACCESS TO A PUBLIC ROAD; NORTH MAIN STREET.

### SURVEY NOTES

- 1.) TO MY KNOWLEDGE AND BELIEF, THIS MAP AND SURVEY ARE SUBSTANTIALLY CORRECT AND WERE PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300B-1 THROUGH 20-300B-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996.
- 2.) THE TYPE OF SURVEY IS ZONING LOCATION PLAN
- 3.) BOUNDARY DETERMINATION CATEGORY: DEPENDENT RESURVEY
- 4.) HORIZONTAL CLASS OF ACCURACY: A-2

### MAP REFERENCE

- 1.) "METACOMET RIDGE FARM ACQUISITION PROJECT PREPARED FOR TOWN OF EAST GRANBY WEST SIDE NORTH MAIN STREET EAST GRANBY, CONNECTICUT SCALE: 1"=200' OCTOBER 21, 1998 ED LALLY AND ASSOCIATES 123 PROSPECT HILL ROAD WINDSOR, CONN. 06095"

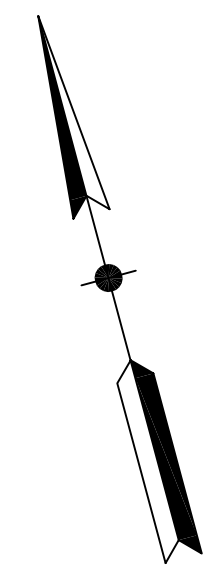
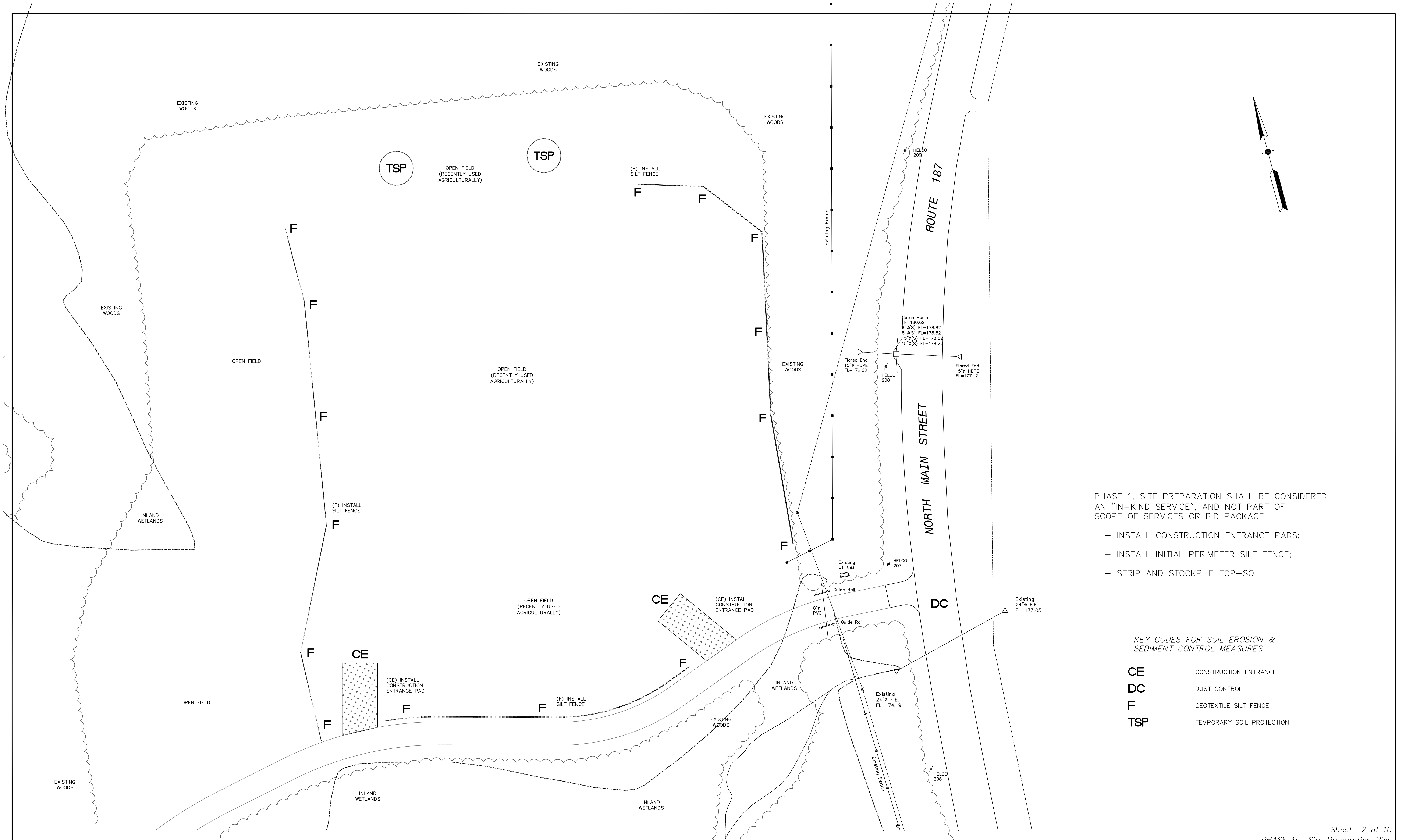
### DRAWING INDEX

- Sheet 1 Cover Sheet
- Sheet 2 PHASE 1: Site Preparation Plan
- Sheet 3 Layout Plan
- Sheet 4 Grading Plan
- Sheet 5 Erosion Control Plan
- Sheet 6 Landscape & Lighting Plan
- Sheet 7 Sedimentation & Erosion Control Notes
- Sheet 8 Erosion Control Details
- Sheet 9 Construction Details
- Sheet 10 Bid Phasing Plan
- Boundary Plan (By Others)

SITE PLAN APPROVAL	
I hereby certify that at a meeting on _____, the East Granby Planning & Zoning Commission approved this Site Plan in accordance with the East Granby Zoning Regulations.	
Chairman _____	Date Signed _____
In accordance with Section XA.2h of the Zoning Regulations, work in connection with this Site Plan shall begin by _____ (18 months of the date of approval).	
In accordance with GOS 8-3 (j), all work in connection with this Site Plan shall be completed by _____ (five years of the date of approval).	
Received at the Planning & Zoning Office on _____	by _____ Title _____

Sheet 1 of 10  
Cover Sheet

<small>TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON</small>		<b>PROPOSED RECREATION COURTS</b> PREPARED FOR <b>TOWN OF EAST GRANBY</b> EAST GRANBY FARMS - NORTHEAST RECREATIONAL AREA 79-85 NORTH MAIN STREET, EAST GRANBY, CONNECTICUT	
<b>BARRESI</b> ASSOCIATES LLC 1695 POQUONOCK AVENUE - WINDSOR, CONN. 06095 (860) 219-9260 www.barresilc.com		11-1-24 Client Changes 6-28-24 Per Town Engineer, IWWC Approval, Client Changes DATE REVISION	JUNE 1, 2024

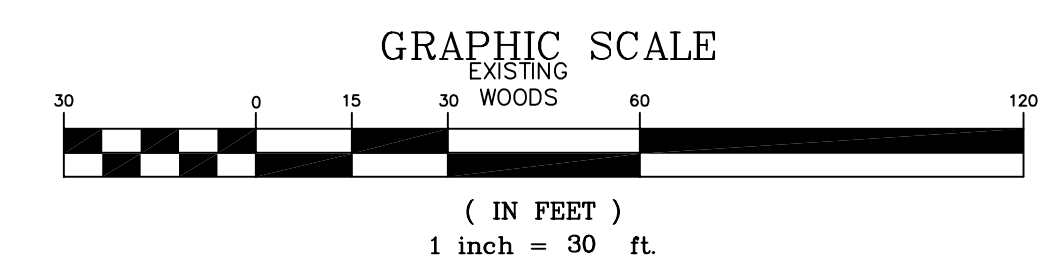


PHASE 1, SITE PREPARATION SHALL BE CONSIDERED AN "IN-KIND SERVICE", AND NOT PART OF SCOPE OF SERVICES OR BID PACKAGE.

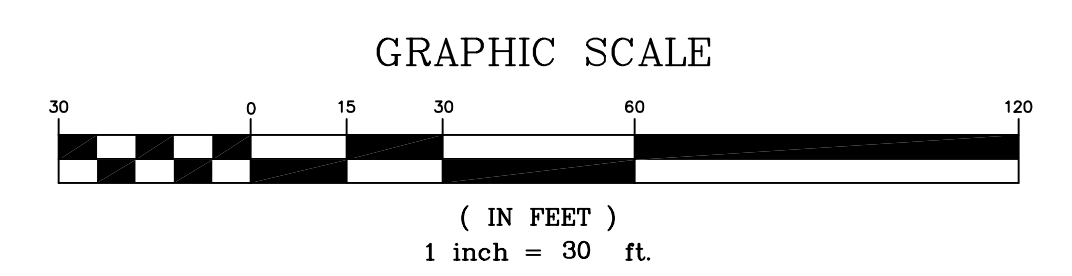
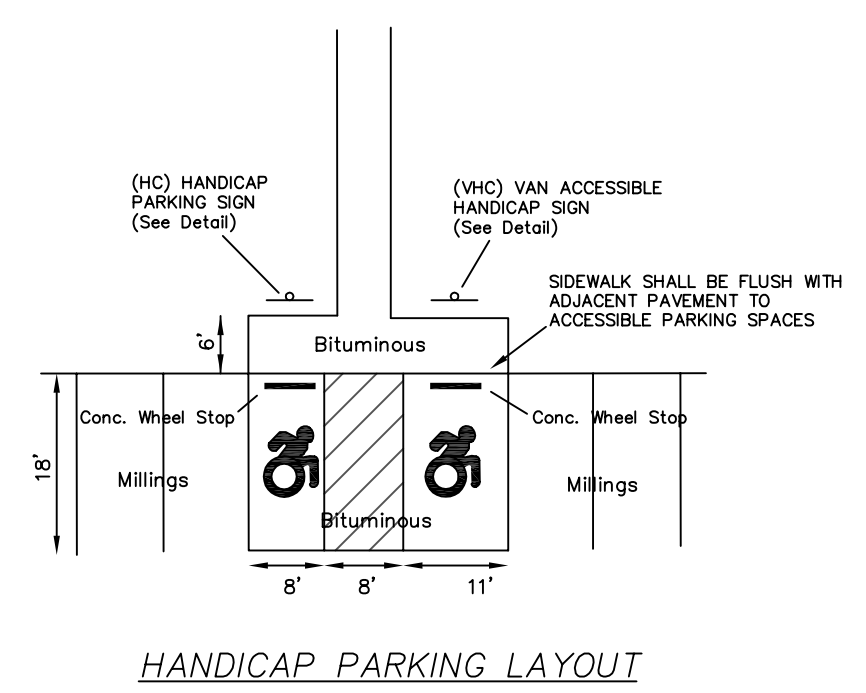
- INSTALL CONSTRUCTION ENTRANCE PADS;
- INSTALL INITIAL PERIMETER SILT FENCE;
- STRIP AND STOCKPILE TOP-SOIL.

KEY CODES FOR SOIL EROSION & SEDIMENT CONTROL MEASURES

<b>CE</b>	CONSTRUCTION ENTRANCE
<b>DC</b>	DUST CONTROL
<b>F</b>	GEOTEXTILE SILT FENCE
<b>TSP</b>	TEMPORARY SOIL PROTECTION



<p>TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON</p> <p><b>BARRESI</b> ASSOCIATES LLC 1695 POQUONOCK AVENUE - WINDSOR, CONN. 06095 (860) 219-9260 www.barresilic.com</p>	<p>11-1-24 Client Changes</p> <p>6-28-24 Per Town Engineer, IWWC Approval, Client Changes</p> <p>DATE REVISION</p>	<p>PROPOSED RECREATION COURTS PREPARED FOR <b>TOWN OF EAST GRANBY</b> EAST GRANBY FARMS - NORTHEAST RECREATIONAL AREA 79-85 NORTH MAIN STREET, EAST GRANBY, CONNECTICUT</p> <p>SCALE: 1 IN = 30 FT</p> <p>JUNE 1, 2024</p>



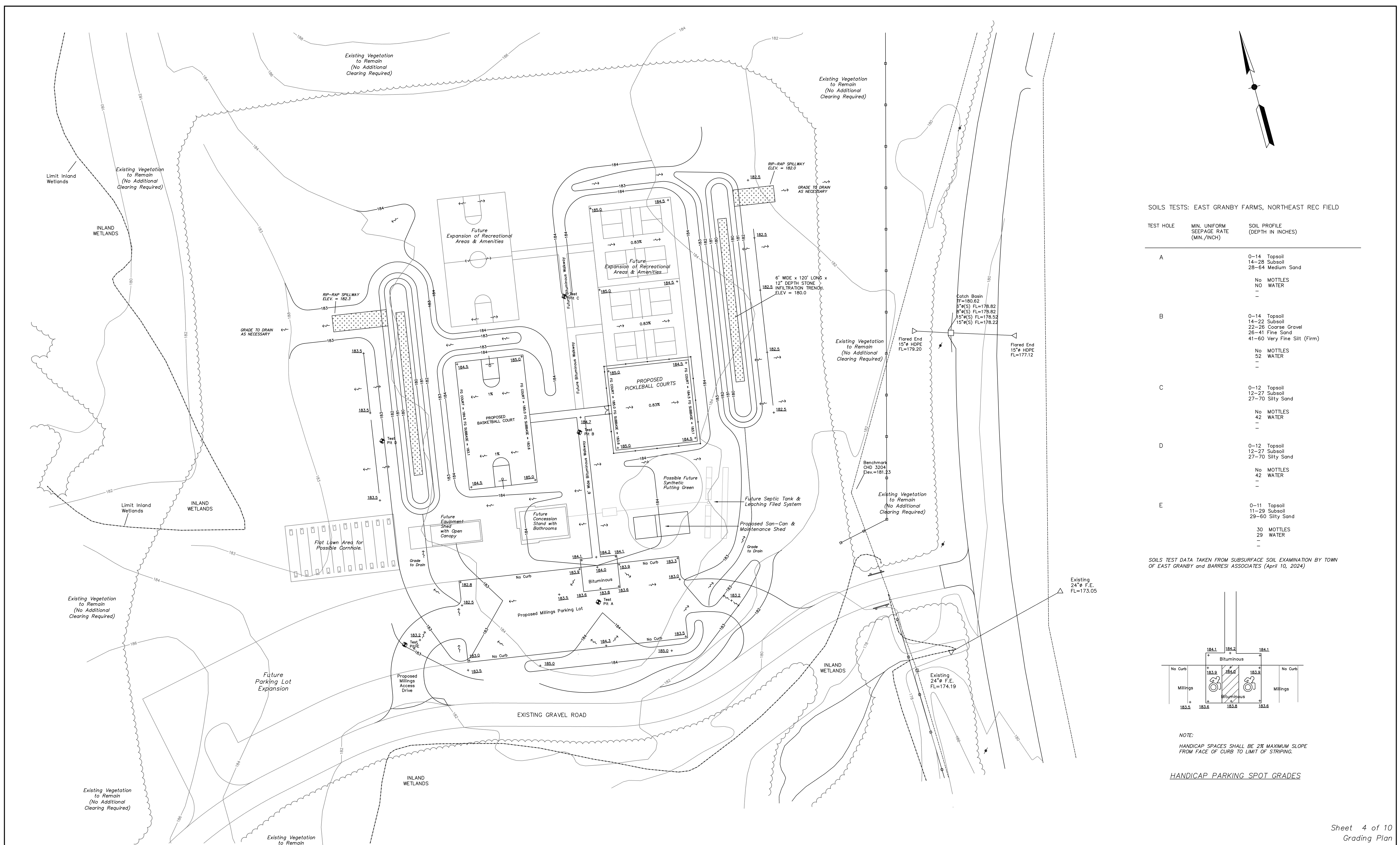
Sheet 3 of 10  
Layout Plan

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON

**BARRESI**  
ASSOCIATES LLC  
1695 POOLNOCK AVENUE - WINDSOR, CONN. 06095  
(860) 219-9260 www.barresillc.com

11-1-24	Client Changes
6-28-24	Per Town Engineer, IWWC Approval, Client Changes
DATE	REVISION

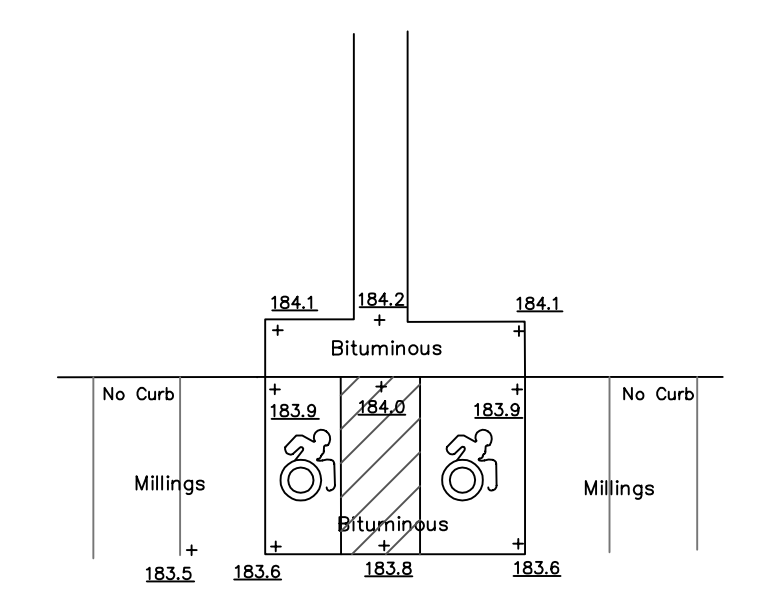
PROPOSED RECREATION COURTS  
PREPARED FOR  
**TOWN OF EAST GRANBY**  
EAST GRANBY FARMS - NORTHEAST RECREATIONAL AREA  
79-85 NORTH MAIN STREET, EAST GRANBY, CONNECTICUT  
SCALE: 1 IN = 30 FT  
JUNE 1, 2024



SOILS TESTS: EAST GRANBY FARMS, NORTHEAST REC FIELD

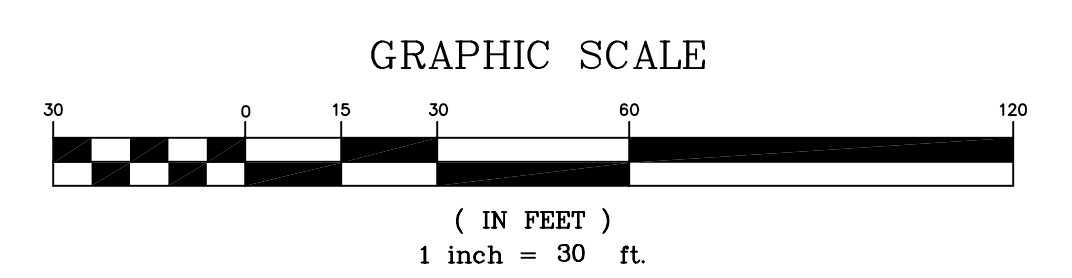
TEST HOLE	MIN. UNIFORM SEEPAGE RATE (MIN./INCH)	SOIL PROFILE (DEPTH IN INCHES)
A		0-14 Topsoil 14-28 Subsoil 28-64 Medium Sand  No MOTTLES NO WATER
B		0-14 Topsoil 14-22 Subsoil 22-26 Coarse Gravel 26-41 Fine Sand 41-60 Very Fine Silt (Firm)  No MOTTLES 52 WATER
C		0-12 Topsoil 12-27 Subsoil 27-70 Silty Sand  No MOTTLES 42 WATER
D		0-12 Topsoil 12-27 Subsoil 27-70 Silty Sand  No MOTTLES 42 WATER
E		0-11 Topsoil 11-29 Subsoil 29-60 Silty Sand  30 MOTTLES 29 WATER

SOILS TEST DATA TAKEN FROM SUBSURFACE SOIL EXAMINATION BY TOWN OF EAST GRANBY and BARRESI ASSOCIATES (April 10, 2024)



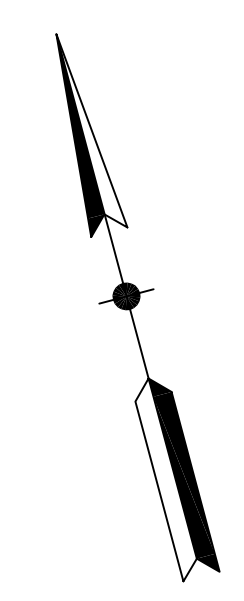
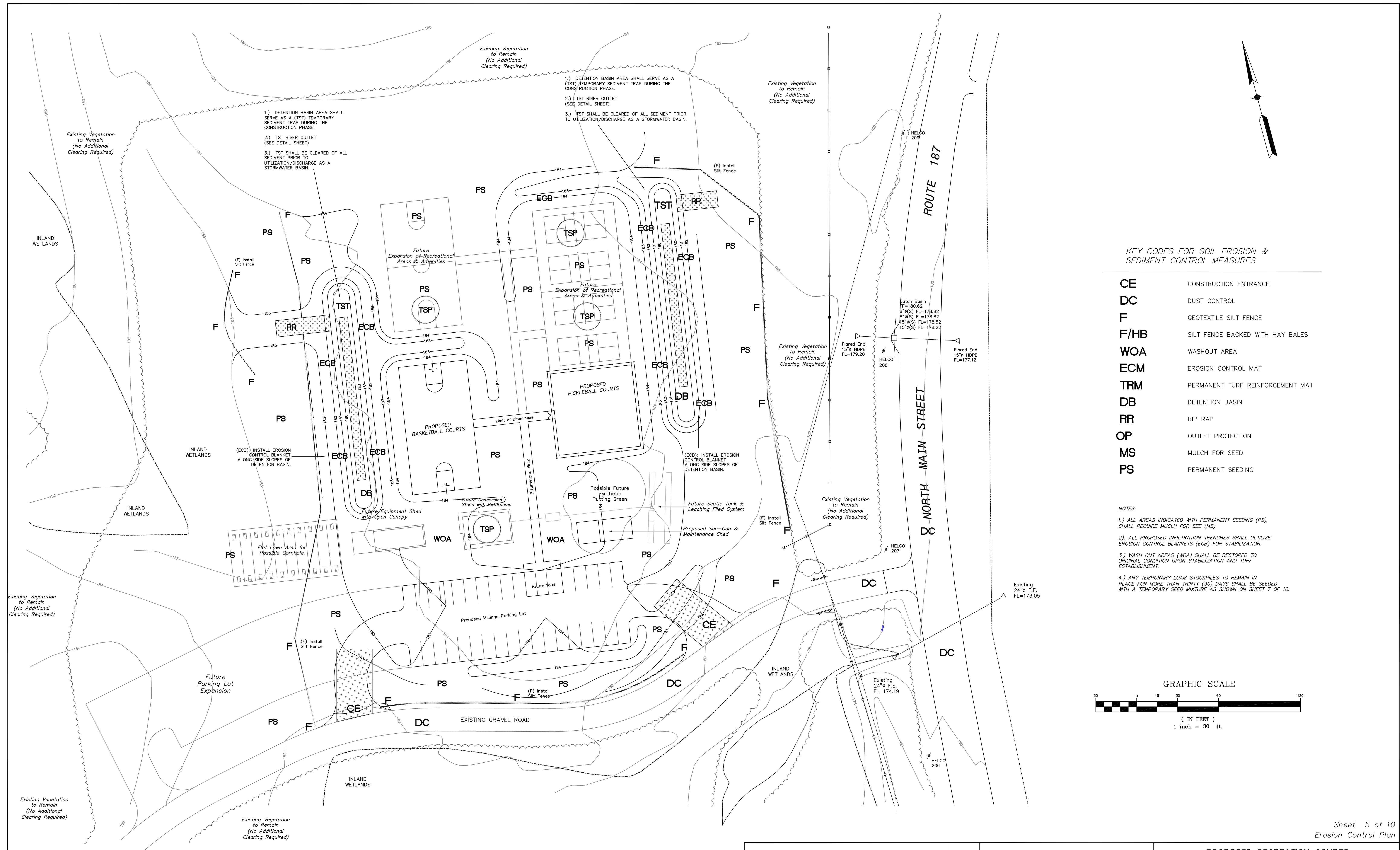
NOTE:  
HANDICAP SPACES SHALL BE 2% MAXIMUM SLOPE FROM FACE OF CURB TO LIMIT OF STRIPING.

HANDICAP PARKING SPOT GRADES



<p>TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON</p> <p><b>BARRESI ASSOCIATES LLC</b></p> <p>1695 POQUONOCK AVENUE - WINDSOR, CONN. 06095 (860) 219-9260 www.barresilc.com</p>		<table border="1"> <tr><td>11-1-24</td><td>Client Changes</td></tr> <tr><td>6-28-24</td><td>Per Town Engineer, IWWC Approval, Client Changes</td></tr> <tr><td>DATE</td><td>REVISION</td></tr> </table>	11-1-24	Client Changes	6-28-24	Per Town Engineer, IWWC Approval, Client Changes	DATE	REVISION	<p style="text-align: center;"><b>PROPOSED RECREATION COURTS</b> PREPARED FOR <b>TOWN OF EAST GRANBY</b> EAST GRANBY FARMS - NORTHEAST RECREATIONAL AREA 79-85 NORTH MAIN STREET, EAST GRANBY, CONNECTICUT</p> <p>SCALE: 1 IN = 30 FT JUNE 1, 2024</p>
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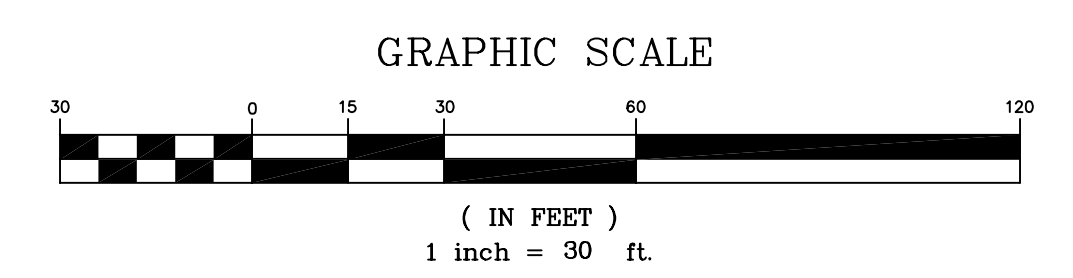




**KEY CODES FOR SOIL EROSION & SEDIMENT CONTROL MEASURES**

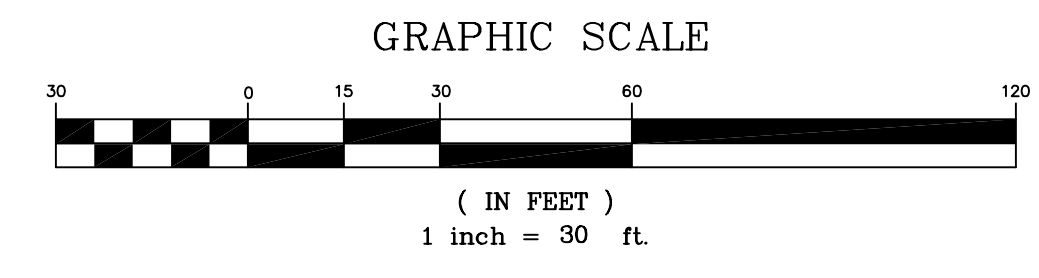
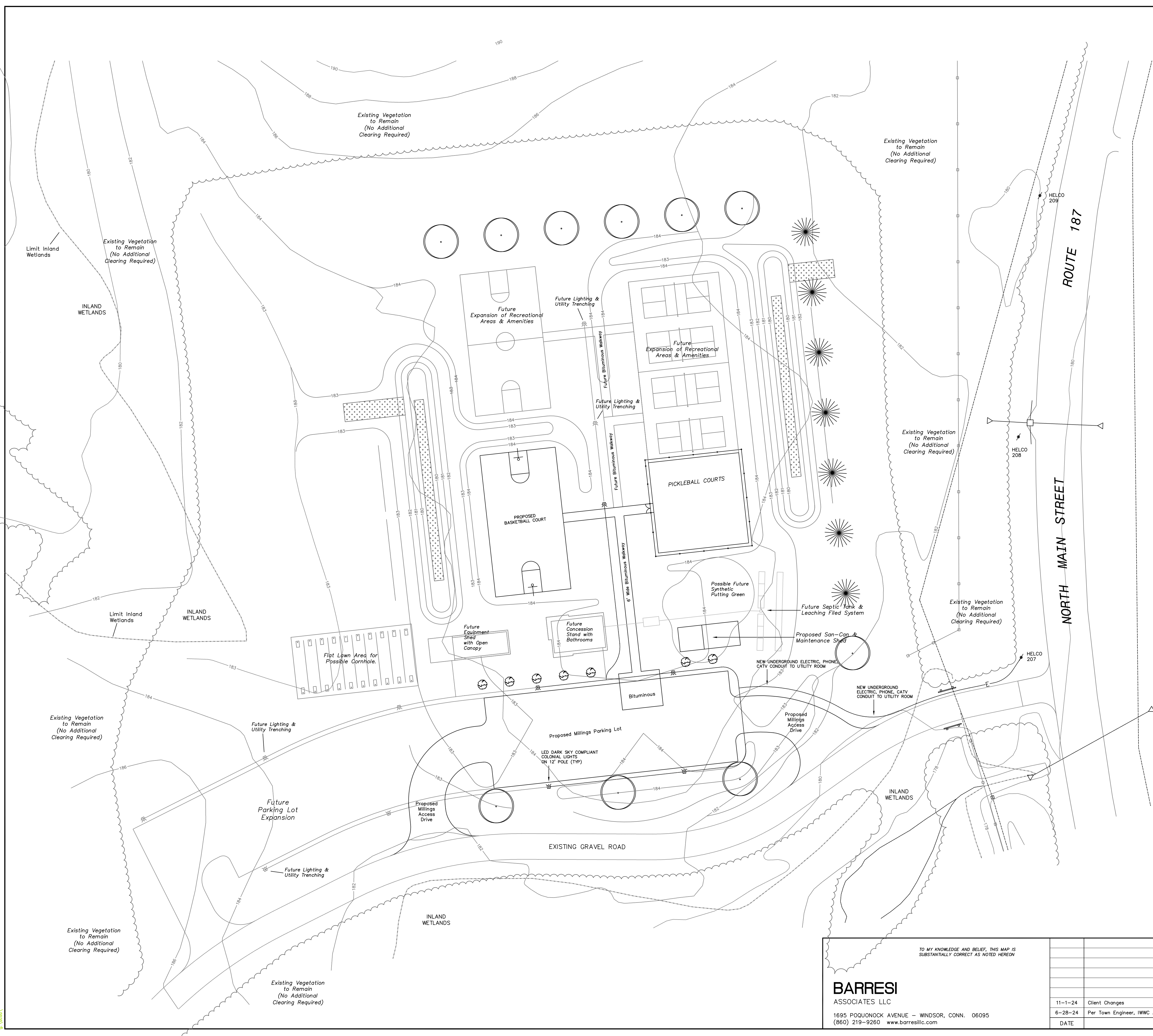
CE	CONSTRUCTION ENTRANCE
DC	DUST CONTROL
F	GEOTEXTILE SILT FENCE
F/HB	SILT FENCE BACKED WITH HAY BALES
WOA	WASHOUT AREA
ECM	EROSION CONTROL MAT
TRM	PERMANENT TURF REINFORCEMENT MAT
DB	DETENTION BASIN
RR	RIP RAP
OP	OUTLET PROTECTION
MS	MULCH FOR SEED
PS	PERMANENT SEEDING

- NOTES:**
- 1.) ALL AREAS INDICATED WITH PERMANENT SEEDING (PS), SHALL REQUIRE MULCH FOR SEE (MS)
  - 2.) ALL PROPOSED INFILTRATION TRENCHES SHALL UTILIZE EROSION CONTROL BLANKETS (ECB) FOR STABILIZATION.
  - 3.) WASH OUT AREAS (WOA) SHALL BE RESTORED TO ORIGINAL CONDITION UPON STABILIZATION AND TURF ESTABLISHMENT.
  - 4.) ANY TEMPORARY LOAM STOCKPILES TO REMAIN IN PLACE FOR MORE THAN THIRTY (30) DAYS SHALL BE SEED WITH A TEMPORARY SEED MIXTURE AS SHOWN ON SHEET 7 OF 10.



- 1.) DETENTION BASIN AREA SHALL SERVE AS A (TST) TEMPORARY SEDIMENT TRAP DURING THE CONSTRUCTION PHASE.
- 2.) TST RISER OUTLET (SEE DETAIL SHEET)
- 3.) TST SHALL BE CLEARED OF ALL SEDIMENT PRIOR TO UTILIZATION/DISCHARGE AS A STORMWATER BASIN.

<p>TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON</p> <p><b>BARRESI</b> ASSOCIATES LLC 1695 POQUONOCK AVENUE - WINDSOR, CONN. 06095 (860) 219-9260 www.barresilic.com</p>		<p>PROPOSED RECREATION COURTS PREPARED FOR <b>TOWN OF EAST GRANBY</b> EAST GRANBY FARMS - NORTHEAST RECREATIONAL AREA 79-85 NORTH MAIN STREET, EAST GRANBY, CONNECTICUT</p>	
11-1-24	Client Changes	DATE	REVISION
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		SCALE: 1 IN = 30 FT	JUNE 1, 2024



SITE LIGHTING

- LED DARK SKY COMPLIANT COLONIAL LIGHTS ON 12' POLE (TYP)
- NEW UNDERGROUND ELECTRIC, PHONE, CATV CONDUIT TO UTILITY ROOM

SITE PLANTING PLAN

SYMBOL	DESCRIPTION	INSTALLED SIZE
	DECIDUOUS TREES: RED MAPLE SUGAR MAPLE AMERICAN SWEETGUM (Or Similar)	2.5" cal
	EVERGREEN TREES: WHITE PINE EASTERN HEMLOCK GREEN SPRUCE (Or Similar)	4-6' ht
	SHRUBS & GRASSES: MOUNTAIN LAUREL RHODODENDRON FORSYTHIA FEATHER REED GRASS (Or Similar)	

PROPOSED LANDSCAPE PLANTINGS (TREES, SHRUBS, GRASSES) SHALL BE CONSIDERED AN "IN-KIND SERVICE", AND NOT PART OF SCOPE OF SERVICES OR BID PACKAGE.

- INSTALL DECIDUOUS TREES
- INSTALL EVERGREEN TREES
- INSTALL SHRUBS & GRASSES

<p>TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON</p> <p><b>BARRESI</b>          ASSOCIATES LLC          1695 POQUONOCK AVENUE - WINDSOR, CONN. 06095          (860) 219-9260 www.barresillc.com</p>		<p>PROPOSED RECREATION COURTS          PREPARED FOR  <b>TOWN OF EAST GRANBY</b>          EAST GRANBY FARMS - NORTHEAST RECREATIONAL AREA          79-85 NORTH MAIN STREET, EAST GRANBY, CONNECTICUT</p>	
		<p>11-1-24 Client Changes          6-28-24 Per Town Engineer, IWWC Approval, Client Changes</p>	<p>DATE REVISION</p>
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**EROSION AND SEDIMENTATION CONTROL PLAN**

REFERENCE IS MADE TO THE "CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL" (2002), AS AMENDED, AND TO THE TOWN HIGHWAY ENGINEERING STANDARDS AND SPECIFICATIONS. THE GUIDELINES ARE OBTAINABLE FROM THE CONNECTICUT COUNCIL ON SOIL AND WATER CONSERVATION, STATE OFFICE BUILDING, HARTFORD, CONNECTICUT 06106, AND SHOULD BE USED AS A REFERENCE IN CONSTRUCTING THE EROSION AND SEDIMENT CONTROLS INDICATED ON THESE PLANS.

IN ALL AREAS, REMOVAL OF TREES, BUSHES AND OTHER VEGETATION AS WELL AS DISTURBANCE OF THE SOIL IS TO BE KEPT TO AN ABSOLUTE MINIMUM WHILE ALLOWING PROPER DEVELOPMENT OF THE SITE.

DURING CONSTRUCTION, EXPOSE AS SMALL AN AREA OF SOIL AS POSSIBLE FOR AS SHORT A TIME AS POSSIBLE.

AFTER CONSTRUCTION, GRADE, RESPREAD TOPSOIL AND STABILIZE SOIL BY SEEDING AND MULCHING SO AS TO PREVENT EROSION.

THE CONTRACTOR SHALL NOTIFY THE CODE ENFORCEMENT OFFICER AT THE BEGINNING AND END OF EACH STEP OF THE CONSTRUCTION PROCEDURE AND SHALL NOT PROCEED WITH THE NEXT STEP UNTIL THE TOWN ENGINEER HAS INSPECTED THE WORK.

THE STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION, CONNDOT FORM 817, ARE THE STANDARD FOR THIS PROJECT.

**STRIPPING AND STOCKPILING**

THE CONTRACTOR SHALL CAREFULLY STRIP ALL TOPSOIL, LOAM OR ORGANIC MATERIAL PER THE GEOTECHNICAL REPORT PRIOR TO CONSTRUCTION OPERATIONS AND SHALL STORE THEM SEPARATELY FROM ALL OTHER MATERIALS DURING EXCAVATION. IN AREAS DESIGNATED AS REGULATED AREAS, THE UPPER STRATA TO A DEPTH OF 2 FEET SHALL BE STRIPPED AND STORED SEPARATELY. DURING BACKFILLING, THESE MATERIALS SHALL BE REPLACED AND FINISHED AS THEY EXISTED BEFORE CONSTRUCTION BEGAN, EXCEPT FOR SPECIAL ACCESS WAYS AS NOTED ON THE PLANS.

THE CONTRACTOR SHALL NOT INTRODUCE ANY QUANTITIES OF FILL MATERIALS INTO ANY AREAS DESIGNATED AS REGULATED AREAS EXCEPT AS SHOWN ON THE APPROVED GRADING PLANS.

THE CONTRACTOR SHALL MAINTAIN ALL BACKFILLED EXCAVATION IN PROPER CONDITION UNTIL EXPIRATION OF THE MAINTENANCE PERIOD. ALL DEPRESSIONS APPEARING IN THE BACKFILLED EXCAVATION SHALL BE PROPERLY FILLED AND RESEDED IF NECESSARY.

**DISPOSAL OF TREES AND BRUSH**

ALL SAPLING TREES AND BRUSH CUT ON THE JOB SHALL BE CHIPPED FOR DISPOSAL. WOOD CHIPS SHALL BE 1/8 INCH NOMINAL THICKNESS WITH NOT LESS THAN 50 PERCENT OF THE CHIPS HAVING AN AREA NOT LESS THAN ONE (1) SQUARE INCH, NOR MORE THAN SIX (6) SQUARE INCHES. THE CHIPS SHALL BE DISPOSED OF BY UNIFORM SPREADING OVER THE PROJECT IN WOODED AREAS DESIGNATED BY THE ENGINEER.

ALL OTHER CUT TREES AND STUMPS SHALL BE REMOVED FROM THE REGULATED AREAS.

**TRENCH EXCAVATION AND BACKFILL**

CARE SHALL BE TAKEN TO EXCAVATE TO THE CORRECT LINE AND GRADE AND WIDTH AT ALL POINTS. THE METHODS AND EQUIPMENT USED FOR EXCAVATION MUST BE ADAPTED TO THE CONDITIONS AT THE SITE AND THE DIMENSIONS OF THE REQUIRED TRENCH. THE WIDTH OF THE DISTURBED GROUND OR STREET SURFACE, CUT OR DISTURBED, SHALL BE KEPT AS SMALL AS PRACTICABLE TO ACCOMMODATE THE WORK.

TRENCH EXCAVATION BELOW THE TWO FOOT DEPTH WHICH IS TO BE STRIPPED AND STORED SEPARATELY SHALL BE STOCKPILED AND SHALL BE USED AS THE TRENCH BACKFILL MATERIAL IN THE WETLANDS UNLESS THE ENGINEER DEEMS IT UNSUITABLE FOR BACKFILL MATERIAL. EXCESS EXCAVATED MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR IN AN AREA DESIGNATED BY THE ENGINEER.

**RESTORATION**

THE FINAL RESTORATION AND RESEEDING SHALL BE DONE IN ACCORDANCE WITH OTHER SPECIFICATIONS IN THIS CONTRACT.

**EROSION AND SEDIMENTATION CONTROL MEASURES**

F. SYNTHETIC FILTER BARRIER FENCE AS SPECIFIED IS TO BE INSTALLED AT ALL LOCATIONS AS INDICATED ON THE PLANS TO INTERCEPT SILT AND SEDIMENT BEFORE IT REACHES THE DRAINAGE SYSTEM, WETLANDS OR WATERCOURSES. DEPOSITS OF SEDIMENT AND SILT ARE TO BE PERIODICALLY REMOVED FROM THE UPSTREAM SIDE OF THE FENCE. THIS MATERIAL IS TO BE SPREAD AND STABILIZED IN AREAS NOT SUBJECT TO EROSION, OR TO BE USED AS FILL IN AREAS WHICH ARE NOT TO BE PAVED OR BUILT ON. THE FENCE IS TO BE REPLACED AS NECESSARY TO PROVIDE PROPER FILTERING ACTION. THE FENCE IS TO REMAIN IN PLACE AND TO BE MAINTAINED TO INSURE EFFICIENT SILTATION CONTROL UNTIL ALL AREAS ABOVE THE FENCE ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED.

**ESTABLISHING VEGETATION COVER ON DISTURBED AREAS**

- SCARIFY SURFACE OF ALL AREAS TO BE TOPSOILED AND PLACE A MINIMUM OF 1" OF TOPSOIL ON ALL AREAS TO BE SEED.
- APPLY LIME AT A RATE OF TWO TONS OF GROUND LIMESTONE PER ACRE (100 LBS./1000 SQ. FT.)
- FERTILIZE
  - FOR SPRING SEEDING, APPLY 10-10-10 FERTILIZER AT A RATE OF 300 LBS. PER ACRE (7 LBS./1000 SQ. FT.) AND WORK INTO SOIL. SIX TO EIGHT WEEKS LATER, APPLY AN ADDITIONAL 300 LBS. PER ACRE ON THE SURFACE.
  - FOR FALL SEEDING, APPLY 10-10-10 FERTILIZER AT A RATE OF 600 LBS. PER ACRE (14 LBS./1000 SQ. FT.) AND WORK INTO SOIL.
- SMOOTH AND FIRM SEEDBED, APPLY SEED UNIFORMLY AT THE RATE SPECIFIED FOR THE SEED TYPE AND COVER SEED WITH NOT MORE THAN 1/4" OF SOIL.
- MULCH IMMEDIATELY WITH HAY FREE FROM WEAK SEEDS, AT A RATE OF 3 BALES PER 1000 SQ. FT.
- PERMANENT SEEDINGS, WHERE AN AREA WILL BE EXPOSED FOR MORE THAN ONE YEAR, OR WHERE FINAL GRADING IS COMPLETE. (EXCEPT FOR TOWN R.O.W. AND ADJACENT AREAS)

AREA WHERE SEED MIX APPLIES	SEEDING MIXTURE BY WEIGHT	RATE PER 1000 SQ. FT.	SEEDING DATES
ALL LAWN AREAS	CREeping RED FESCUE	0.45 LB	APRIL 15 – JUNE 15 AUGUST 15 – SEPT 15
	KENTUCKY BLUEGRASS	0.45 LB	
	PERENNIAL RYEGRASS	0.10 LB	
ROAD CUTS & FILLS AND DIVERSION DITCHES	CREeping RED FESCUE	0.45 LB	APRIL 15 – JUNE 15 AUGUST 15 – SEPT 15
	TALL FESCUE OR SMOOTH BROMEGRASS	0.95 LB	
	CREeping FESCUE REDTOP	0.95 LB	
VERY STEEP SLOPES	CREeping FESCUE	0.45 LB	APRIL 15 – JUNE 15 AUGUST 15 – SEPT 15
	CROWN VETCH	0.35 LB	
	RED CANARYGRASS	0.85 LB	
NO MAINTENANCE AREAS	RED CANARYGRASS	0.45 LB	APRIL 15 – JUNE 15 AUGUST 15 – SEPT 15
	REDTOP	0.10 LB	
	WEED	0.55 LB	

IF TREES ARE TO BE RETAINED, THE SEED MIX SHOULD BE ADAPTED FOR SHADY CONDITIONS.

- TEMPORARY SEEDING: TO PROTECT THE SOIL OVER THE WINTER. (EXCEPT FOR TOWN R.O.W. AND ADJACENT AREAS)

SPECIES	RATE PER 1000 SQ. FT.	OPTIMUM SEEDING DATE (1), (3)	OPTIMUM SEED DEPTH (2)
ANNUAL RYEGRASS	1.0	3/1 – 6/15 6/1 – 10/1	0.5
PERENNIAL RYEGRASS	1.0	3/15 – 6/15 6/1 – 10/1	0.5
WINTER RYE	3.0	4/15 – 6/15 6/15 – 10/1	1.0
OATS	2.0	3/1 – 6/15 6/1 – 10/1	1.0
WHEAT	3.0	4/1 – 6/15 6/15 – 10/1	1.0
MILLET	0.5	6/1 – 7/1 5/15 – 8/15	1.0
SUDANGRASS	0.7	5/15 – 8/15	1.0
BUCKWHEAT	0.4	4/1 – 9/15	1.0
WEeping LOVEGRASS	0.2	6/1 – 7/1	0.25

- MAY BE PLANTED THROUGHOUT SUMMER IF SOIL MOISTURE IS ADEQUATE OR CAN BE IRRIGATED.
  - SEED AT TWICE THE INDICATED DEPTH FOR SANDY SOIL.
  - THE FALL SEEDING DATES MAY BE EXTENDED 15 DAYS IN THE COASTAL TOWNS OF NEW LONDON, MIDDLESEX, NEW HAVEN AND FAIRFIELD COUNTIES.
- SOURCE: U.S. DEPARTMENT OF AGRICULTURE, SOIL CONSERVATION SERVICE, STORRS, CONN.

**ORGANIC MULCH MATERIALS AND APPLICATION RATES**

MULCHES	RATES PER ACRE	RATES (2) PER 1000 SQ.FT.	NOTES
STRAW OR HAY	1 1/2 – 2 TONS	70 – 90 LBS.	FREE FROM WEEDS AND COARSE MATTER. MUST BE ANCHORED. SPREAD WITH MULCH BLOWER OR BY HAND.
WOOD FIBER	1000 – 2000 LBS.	25 – 50 LBS.	FIBERS 4MM OR LONGER. DO NOT USE ALONE IN WINTER OR DURING HOT, DRY WEATHER. APPLY AS SLURRY.
CORN STALKS	4 – 6 TONS	185 – 275 LBS.	CUT OR SHREDDED IN 4-6 INCH LENGTHS. AIR DRIED. DO NOT USE IN FINE TURF AREAS. APPLY WITH MULCH BLOWER OR BY HAND.

(2) SEED AT TWICE THE INDICATED DEPTH FOR SANDY SOIL.

**SEEDING MIX FOR ROAD R.O.W AND ADJACENT AREAS**

SPECIES	PROPORTION BY WEIGHT (%)	MINIMUM PURITY (%)	MINIMUM GERMINATION (%)
PERENNIAL RYE GRASS	50 PARTS	98	90
KENTUCKY BLUE GRASS	20 PARTS	85	75
FINE FESCUE	30 PARTS	98	85

APPLY SEEDING PER TECHNICAL SPECIFICATION 415 LOAMING, SEEDING, HYDROSEEDING, SODDING, AND EROSION CONTROL MATTING"

**INSTALLATION REQUIREMENTS FOR ORGANIC MULCHES**

ORGANIC MULCHES MAY BE USED IN ANY AREA WHERE MULCH IS REQUIRED, SUBJECT TO THE RESTRICTIONS NOTED IN FIGURE 7-1.

- MATERIALS**
  - SELECT MULCH MATERIAL BASED ON SITE CONDITIONS, AVAILABILITY OF MATERIALS, AND LABOR AND EQUIPMENT. FIGURE 7-1 LISTS THE MOST COMMONLY USED ORGANIC MULCHES. OTHER MATERIALS MAY BE USED WITH THE PERMISSION OF THE APPROVING AUTHORITY.
- PRIOR TO MULCHING**
  - COMPLETE THE REQUIRED GRADING AND INSTALL NEEDED SEDIMENT CONTROL MEASURES.
- APPLICATION**
  - MULCH MATERIALS SHALL BE SPREAD UNIFORMLY, BY HAND OR MACHINE.
  - WHEN SPREADING STRAW OR HAY MULCH BY HAND, DIVIDE THE AREA TO BE MULCHED INTO APPROXIMATELY 1000 SQUARE FOOT SECTIONS AND PLACE 70-90 LBS (1-1/2 TO 2 BALES) OF STRAW OR HAY IN EACH SECTION TO INSURE UNIFORM DISTRIBUTION.
- ORGANIC MULCH ANCHORING**
  - STRAW OR HAY MULCH MUST BE ANCHORED IMMEDIATELY AFTER SPREADING TO PREVENT WINDBLOWING. OTHER ORGANIC MULCHES DO NOT REQUIRE ANCHORING. THE FOLLOWING METHODS OF ANCHORING STRAW OR HAY MAY BE USED.
    - MULCH ANCHORING TOOL**
      - THIS IS A TRACTOR-DRAWN IMPLEMENT DESIGNED TO PUNCH MULCH INTO THE SOIL SURFACE. THIS METHOD PROVIDES MAXIMUM EROSION CONTROL WITH STRAW. IT IS LIMITED TO USE ON SLOPES NO STEEPER THAN 3 TO 1 (3 HORIZONTALLY TO 1 VERTICALLY), WHERE EQUIPMENT CAN OPERATE SAFELY. MACHINERY SHALL BE OPERATED ON THE CONTOUR.
    - TRACKING**
      - APPLY MULCH AND DRIVE TRACKED EQUIPMENT UP AND DOWN SLOPE OVER ENTIRE SURFACE SO CLEAR MARKS ARE PARALLEL TO CONTOUR.
    - MULCH NETTINGS**
      - INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

**MAINTENANCE**

ALL MULCHES MUST BE INSPECTED PERIODICALLY. IN PARTICULAR AFTER RAINSTORMS, TO CHECK FOR RILL EROSION. NETTING SHOULD BE INSPECTED AFTER RAINSTORMS FOR DISLOCATION OR FAILURE. IF WASHOUTS OR BREAKAGE OCCUR, REINSTALL NETTING AS NECESSARY AFTER REPAIRING DAMAGE TO THE SLOPE. INSPECTIONS SHOULD TAKE PLACE UNTIL GRASSES ARE FIRMLY ESTABLISHED. GRASSES SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED WHICH IS MATURE ENOUGH TO CONTROL SOIL EROSION AND TO SURVIVE SEVERE WEATHER CONDITIONS. WHERE MULCH IS USED IN CONJUNCTION WITH ORNAMENTAL PLANTING, INSPECT PERIODICALLY THROUGHOUT THE YEAR TO DETERMINE IF MULCH IS MAINTAINING COVERAGE OF THE SOIL SURFACE; REPAIR AS NEEDED.

**SOIL EROSION & SEDIMENTATION CONTROL NARRATIVE**

- DEVELOPMENT TYPE:**
  - ADDITION TO EXISTING COMMERCIAL BUILDING WITH REVISED/ADDITIONAL ACCESS DRIVES, PARKING AND RELATED INFRASTRUCTURE
- SCHEDULE:**
  - EROSION AND SEDIMENTATION CONTROLS SHALL BE INSTALLED PER THE BUILDING & SITE CONSTRUCTION SEQUENCE ON THIS PLAN. ADDITIONAL SEDIMENTATION CONTROLS ARE TO BE INSTALLED BY THE CONTRACTOR AS REQUESTED BY THE TOWN ENGINEER AS ARE NECESSARY TO CONTROL EROSION AND PROTECT THE SITE AND ADJACENT PROPERTIES FROM SEDIMENTATION.
- INSTALLATION REQUIREMENTS:**
  - SEE "EROSION & SEDIMENTATION CONTROL DETAILS" PLAN FOR APPROPRIATE CONSTRUCTION AND INSTALLATION REQUIREMENTS FOR EROSION CONTROLS.
- MAINTENANCE REQUIREMENTS:**
  - EROSION AND SEDIMENTATION CONTROLS SHALL BE MAINTAINED PER SOIL EROSION & SEDIMENTATION CONTROLS AND INSPECTION REQUIREMENTS ON THIS PLAN. THE CONTRACTOR SHALL MAINTAIN AND REPLACE ALL EROSION CONTROLS AS NECESSARY TO CONTROL EROSION AND PROTECT THE SITE AND ADJACENT PROPERTIES FROM SEDIMENTATION.

**NOTIFICATION SCHEDULE**

THE CONTRACTOR SHALL NOTIFY THE TOWN ENGINEER AT LEAST TWO WORKING DAYS BEFORE THE FOLLOWING:

- INSTALLATION OF EROSION & SEDIMENTATION CONTROL MEASURES
- START OF CONSTRUCTION
- COMPLETION OF ROUGH GRADING
- COMPLETION OF INSTALLATION OF UTILITIES.
- COMPLETION OF FINAL GRADING PRIOR TO PAVING.
- COMPLETION OF PAVING.
- COMPLETION OF FINAL LANDSCAPING.
- PRIOR TO THE REMOVAL OF CONSTRUCTION EROSION & SEDIMENTATION CONTROL MEASURES

**BUILDING & SITE CONSTRUCTION SEQUENCE**

**GENERAL NOTES:**

- ALL CONSTRUCTION SHALL CONFORM TO THE MATERIALS, CONSTRUCTION METHODS AND TESTING REQUIREMENTS OF CONDOT FORM 817, AND TOWN OF EAST GRANBY STANDARD DETAILS, UNLESS OTHERWISE SPECIFIED ON THESE PLANS.
- THE GENERAL CONTRACTOR SHALL CONTACT THE TOWN PLANNER & BUILDING OFFICIAL (860-653-3444) AND THE TOWN ENGINEER (860-653-9473) TO SCHEDULE AND ATTEND A PRE-CONSTRUCTION MEETING TO EXCHANGE CONTACT INFORMATION AND OBTAIN INSPECTION SCHEDULES AND OTHER REQUIREMENTS.
- MORE THAN ONE CONSTRUCTION ACTIVITY MAY TAKE PLACE AT A TIME AND THE SEQUENCE CAN BE ADJUSTED TO REFLECT ACTUAL CONSTRUCTION TIMING REQUIREMENTS. THE TOWN ENGINEERING DEPARTMENT SHALL BE NOTIFIED OF ANY DEVIATION OF THE CONSTRUCTION SEQUENCE.
- NO FUEL STORAGE FACILITIES ARE PERMITTED ON ANY PORTION OF THE PROJECT.

**PHASE 1: SITE PREPARATION;**

- OBTAIN ALL TOWN PERMITS AS REQUIRED.
- CALL "CALL-DIG" TO HAVE ALL EXISTING UTILITIES MARKED ON SITE AND RECEIVE A PROJECT NUMBER.
- INSTALL SILT SACKS IN CATCH BASINS.
- INSTALL CONSTRUCTION ENTRANCE PADS.
- INSTALL SILT FENCE.
- STAKE LIMITS OF TEMPORARY TOPSOIL STORAGE PILES AND THE MULCH PILES IF STUMPS ARE TO BE GROUND AND USED AS MULCH ON SITE. INSTALL EROSION CONTROLS AT ALL PILES.

- REMOVE VEGETATION AND STUMPS. DISPOSE OF TREES, BRUSH, STUMPS AND SIMILAR MATERIAL OFF SITE OR GRIND AND STOCKPILE FOR USE AS MULCH ON SITE. NO CHIPS OR WOOD MAY BE DEPOSITED OR DISCHARGED INTO A WETLANDS AREA. NO STUMPS OR WOOD MAY BE BURNED ON SITE.
- STRIP TOPSOIL IN AREAS TO BE CUT OR FILLED. STOCKPILE TOPSOIL, SEED AND MULCH. TOPSOIL AND EXCESS SOIL MATERIALS SHALL ONLY BE STORED IN STORAGE AREAS LABELED AS SUCH ON THE APPROVED PLANS.

- INSPECT, CLEAN, REPAIR OR REPLACE SILT FENCE, SILT SACKS AND OTHER EROSION CONTROLS AS NECESSARY.

**PHASE 2: DETENTION BASIN STORMWATER MANAGEMENT SYSTEM;**

- PHASE 2 WILL BEGIN AT THE DETENTION INFILTRATION BASINS AND THE OUTLETS.
- ALL DISTURBED AREAS IN PHASE 2 SHALL BE IMMEDIATELY TREATED WITH STABILIZATION METHODS.

- STRIP AREAS TO BE CUT AND FILLED BEING CAREFUL TO CONTROL DUST AT ALL TIMES.
- INSTALL SILT FENCE AND HAY BALES DOWN GRADIENT OF PROPOSED RETENTION BASIN & OUTLET AS SHOWN ON THE PLAN.
- ROUGH GRADE AND SHAPE DETENTION BASINS.
- INSTALL DETENTION BASIN OUTLET SPILLWAYS.
- INSPECT / REPAIR / REPLACE DOWN GRADIENT EROSION CONTROLS AS NECESSARY.
- DETENTION BASINS AND OUTLET SHALL SERVE AS A TEMPORARY SEDIMENT TRAP DURING CONSTRUCTION.
- INSTALL TST OUTLET.

**PHASE 3: SITE CONSTRUCTION – BUILDING & INFRASTRUCTURE;**

- INSTALL SILT FENCE AND HAY BALES AS NECESSARY TO PROTECT THE NEWLY CREATED STORMWATER MANAGEMENT DETENTION BASINS.
- STRIP AREAS TO BE CUT AND FILLED BEING CAREFUL TO CONTROL DUST AT ALL TIMES.
- ROUGH GRADE SITE. SPREAD EXCESS MATERIAL IN AREAS TO BE FILLED AS SHOWN ON APPROVED PLANS.
- EXCAVATE FOR COURT CONSTRUCTION BASE; CONSTRUCT RECREATION COURTS.
- EXCAVATE FOR MAINTENANCE SHED FOUNDATION AND BUILDING AREA; CONSTRUCT MAINTENANCE SHED FOUNDATION.
- BOX OUT ACCESS DRIVES, PARKING AREAS AND WALKWAYS.
- INSTALL UTILITY CONDUITS AS SHOWN (CONDUIT CROSSINGS FOR FUTURE UTILITIES)
- INSTALL PAVEMENT BASE & MILLING BASE.
- FINE GRADE AND COMPACT PAVEMENT BASE MATERIAL.
- INSTALL FIRST COURSE OF BITUMINOUS.
- REMOVE TST RISER AND COLLECTED SEDIMENT IN DETENTION BASINS.
- INSTALL STONE INFILTRATION TRENCH ALONG BOTTOM OF DETENTION BASIN AS SHOWN.
- CLEAN AND/OR REDRESS RIP-RAP SPILLWAY IN DETENTION BASINS.
- FINE GRADE DETENTION BASIN WITH NATIVE MATERIAL.
- INSTALL (ECB) TO DETENTION BASIN.
- PLACE TOPSOIL ON REMAINING DISTURBED AREAS.
- RAKE, SEED AND FERTILIZE ALL LAWN AREAS WITHIN AREA OF PROPOSED DEVELOPMENT.
- APPLY TACK COAT AND INSTALL FINISHED COURSE OF PAVEMENT.
- INSTALL FINAL COURSE OF D.O.T. MILLINGS.
- INSTALL ALL PAVEMENT MARKINGS & SIGNAGE.
- REMOVE ALL EROSION CONTROLS ONCE ALL UPGRADIENT AREAS ARE STABILIZED.

**CONSTRUCTION WASTE & LITTER CONTROL PLAN**

The Property Owner and Contractor hereby adopt strict "WASTE CONTROL" and "NO LITTER" policies which will be required of all CONTRACTORS and TRADESMEN.

Contractors and Tradesmen will be sensitized to the importance of their relationship with the environment and local regulations, especially as it related to litter and recycling, and instructed not to litter and to recycle properly.

- All Concrete Washout will only occur in the designated Concrete Washout Area.
- Concrete Washout shall be contained where the waste can solidify and water can evaporate.
- Inspection of the Concrete Washout Areas shall be conducted to assess remaining capacity.
- All site debris and waste building material shall be immediately placed in construction dumpsters.
- No Flammable wastes and no prohibited material may be placed in a construction dumpster.
- Full dumpsters shall be removed from the site prior to their overtopping.
- All litter on site and on adjacent streets shall be collected daily and disposed of properly.
- All waste construction material and debris shall be picked up daily and deposited in a dumpster.
- The adjacent streets shall be policed daily for litter and all litter removed and disposed of.
- The adjacent streets shall be swept as necessary to collect any dust or tracked earth materials.

All waste materials and wastewater shall be disposed of in accordance with Local, State and Federal Law

**SOIL EROSION & SEDIMENTATION CONTROLS AND INSPECTION REQUIREMENTS**

- CONTRACTOR SHALL PRACTICE EFFECTIVE SOIL EROSION AND SEDIMENT CONTROL, INCLUDING DUST CONTROL PER THE 2002 CT EROSION CONTROL MANUAL DURING CONSTRUCTION AND UNTIL ALL AREAS ARE STABILIZED OR SURFACE TREATED. A MOBILE WATER TANK SHALL BE KEPT ON SITE DURING CONSTRUCTION AND USED TO CONTROL DUST.
- EROSION & SEDIMENTATION CONTROL MEASURES (CONSTRUCTION ENTRANCE PADS, SILT FENCE, SILT SACKS, ETC.) MUST BE INSTALLED PRIOR TO ANY MAJOR CLEARING AND/OR GRUBBING OF THE SITE.
- ALL EROSION AND SEDIMENTATION CONTROL MEASURES ARE TO BE INSPECTED ON A WEEKLY BASIS AND AFTER A RAINFALL OF 0.5 INCH OR MORE.
- A WEEKLY INSPECTION REPORT/CHECKLIST IS TO BE COMPLETED AND KEPT ON FILE ON SITE AND PROVIDED, ON A WEEKLY BASIS, TO THE TOWN ENGINEER.
- EACH INSPECTION REPORT/CHECKLIST SHALL PROVIDE A RECOMMENDED CORRECTIVE ACTION FOR EROSION AND SEDIMENTATION CONTROL IMPROVEMENTS, AND A DATE THE RECOMMENDED CORRECTIVE ACTION IS COMPLETED.
- ACCUMULATED SEDIMENT SHALL BE REMOVED AS REQUIRED TO KEEP SILT FENCE FUNCTIONAL. IN ALL CASES, DEPOSITS SHALL BE REMOVED WHEN THE ACCUMULATED SEDIMENT HAS REACHED ONE-HALF ABOVE THE GROUND HEIGHT OF THE SILT FENCE.
- INSPECT, CLEAN, REPAIR OR REPLACE SILT FENCE, SILT SACKS AND OTHER EROSION CONTROLS AS NECESSARY.
- AN EMERGENCY STOCKPILE OF EROSION CONTROLS INCLUDING, BUT NOT LIMITED TO, SILT FENCE, HAY BALES, STAKES, GRUBBED STONE, AND EQUIPMENT TO INSTALL THEM IS TO BE MAINTAINED ON THE SITE DURING CONSTRUCTION FOR USE DURING HEAVY RAINS OR OTHER EMERGENCIES.
- DISTURBED SOILS SHALL BE STABILIZED WITHIN 5 DAYS OF INACTIVITY. STABILIZATION IS THE ESTABLISHMENT OF TEMPORARY OR PERMANENT SEEDING WITHIN SEEDING DATES OR WITH HAY. STORM SYSTEMS OR OTHER ITEMS TO A CONDITION CONSISTENT WITH THESE PLANS. INSPECTIONS SHALL CONTINUE UNTIL THESE AREAS AND ANY OTHER DISTURBED AREAS ARE STABILIZED.

**POST CONSTRUCTION INSPECTION & MAINTENANCE**

- GENERAL:**
  - INSPECT SITE AFTER A RAINFALL OF 1" OR MORE IN 24 HOURS TO CHECK FOR EROSION SCARS, SILT, SEDIMENT AND OTHER DEBRIS. STRUCTURAL INTEGRITY OF RETENTION AREAS AND OPERATION OF STORM SYSTEM OUTLET PROTECTION. EROSION SCARS SHALL BE REPAIRED AND STABILIZED. SILT, SEDIMENT AND OTHER DEBRIS SHALL BE REMOVED AND DISPOSED OF APPROPRIATELY. ANY STRUCTURAL OR OPERATIONAL DEFICIENCY SHALL BE CORRECTED TO RETURN THE RETENTION BASIN, STORM SYSTEM OR OTHER ITEM TO A CONDITION CONSISTENT WITH THESE PLANS. INSPECTIONS SHALL CONTINUE UNTIL THESE AREAS AND ANY OTHER DISTURBED AREAS ARE STABILIZED.
- PARKING AREA SURFACE CLEANING**
  - ALL PAVED AREAS SHALL BE CLEANED OF ACCUMULATED SAND AND SEDIMENT ANNUALLY BETWEEN APRIL 1ST AND JULY 1ST, AGAIN BETWEEN SEPTEMBER 15TH AND OCTOBER 15TH.
- CATCH BASINS**
  - CATCH BASIN RIM AREAS AND SUMPS SHALL BE KEPT CLEAR OF LEAVES, SEDIMENT, TRASH AND DEBRIS.
  - ALL CATCH BASINS SHALL BE INSPECTED ONCE ANNUALLY BETWEEN MAY 1ST AND SEPTEMBER 15TH
  - SUMPS SHALL BE CLEANED WHEN THE DEPTH OF ACCUMULATED SILT OR SEDIMENT REACHES 1 FOOT.
  - SILT, SEDIMENT AND OTHER DEBRIS SHALL BE REMOVED AND DISPOSED OF PROPERLY.
- STORM DRAINAGE PIPES AND STRUCTURES**
  - ALL STORM DRAINAGE STRUCTURES AND PIPES SHALL BE INSPECTED ONCE ANNUALLY BETWEEN MAY 1ST AND SEPTEMBER 15TH
  - PROVIDE MAINTENANCE OR REPAIR AS NECESSARY TO KEEP STORM DRAINAGE PIPES AND STRUCTURES IN PROPER WORKING CONDITION.
- DETENTION BASINS, PERMANENT OUTLET PROTECTION & VEGETATED WATERWAYS:**
  - THESE AREAS SHALL BE INSPECTED AT LEAST ANNUALLY AND AFTER SUBSTANTIAL RAINFALL EVENTS.
  - THESE AREAS SHALL BE CLEARED OF EXCESSIVE SEDIMENT DEPOSITS AND INVASIVE PLANT SPECIES.
  - DAMAGE AND DETERIORATION OF THESE AREAS SHALL BE REPAIRED PROMPTLY.
- DETENTION BASIN OUTLET CONTROL:**
  - DB OUTLET CONTROL PIPE SHALL BE INSPECTED ANNUALLY. DEBRIS AND SEDIMENT WITHIN THE DETENTION BASIN OR AT THE INLET TO THE OUTLET PIPE SHALL BE REMOVED AS NEEDED OR AT LEAST ONCE PER YEAR BETWEEN MAY 1ST AND SEPTEMBER 15TH.
  - A LOG OF ALL INSPECTIONS AND REMEDIAL ACTIONS SHALL BE KEPT BY THE OWNER.
- MOWING:**
  - SWALES & STORMWATER DETENTION AREAS SHALL BE MINIMALLY MOWED DURING THE FIRST WEEK OF JULY AND THE LAST WEEK OF SEPTEMBER OF EACH YEAR.
- MATERIAL DISPOSAL**
  - OWNERS ARE RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DISPOSING OF ANY MATERIAL.
  - WATER AND SEDIMENT FROM CLEANOUT PROCEDURES SHALL NOT BE DUMPED INTO A STORM OR SANITARY SEWER.
  - SILT AND SEDIMENT SHALL BE DISPOSED OF OFF-SITE IN A PROPER MANNER.

**EROSION AND SEDIMENTATION CONTROL CHECKLIST**

PROJECT:	SITE PLAN REVISION
LOCATION:	SOUTH SIDE OF RUSSELL ROAD
PROJECT DESCRIPTION:	CONSTRUCTION OF FENCED IN TRAILER PARKING AREA
PARCEL AREA:	11.13 ACRES

**RESPONSIBLE PERSONNEL:**

LARRY PELLETIER (860) 653-2847  
RUSSELL ROAD ASSOCIATES, LLC (860) 653-2847  
P.O. BOX 59  
GRANBY, CT. 06035

**EROSION AND SEDIMENT CONTROL PLAN PREPARER:**

BARRESI ASSOCIATES LLC (860) 219-9260  
11 PROSPECT HILL ROAD  
WINDSOR, CONNECTICUT 06095

**EROSION & SEDIMENT CONTROL MEASURES CHECKLIST:**

WORK DESCRIPTION	LOCATION	DATE INSTALLED	INITIALS	DATE REMOVED	INITIALS
CONSTRUCTION ENTRANCE	EXISTING PARKING LOT				
SILT FENCE	TOE OF SLOPES				
	STOCKPILES				
SILT SACKS	EXISTING CATCH BASINS				
TOPSOIL, MULCH & SEED	ALL DISTURBED AREAS				

**MAINTENANCE OF MEASURES:**

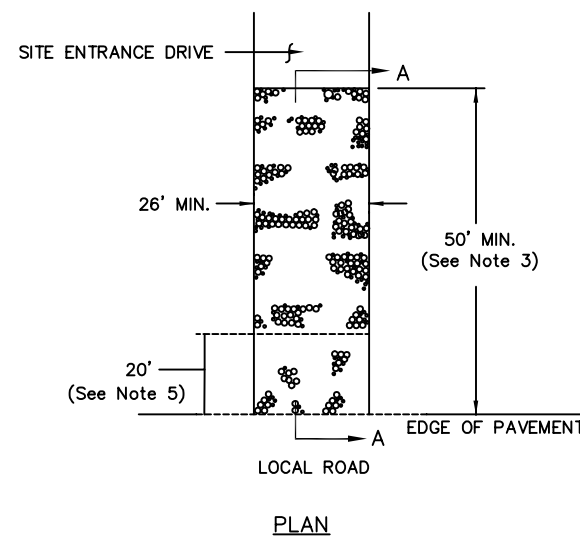
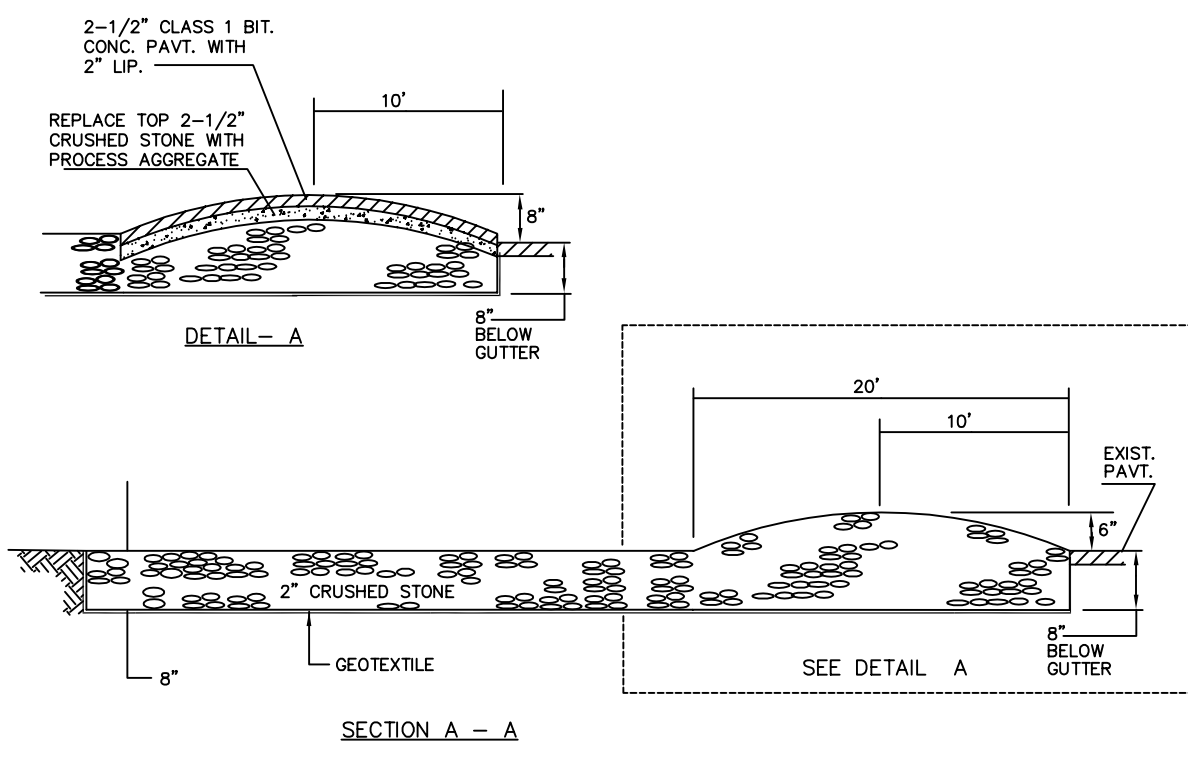
LOCATION	DESCRIPTION OR NUMBER	DATE	INITIALS
EXISTING PARKING LOT	CONSTRUCTION ENTRANCE		
TOE OF SLOPES	SILT FENCE		
STOCKPILES	SILT FENCE		
EXISTING CATCH BASINS	SILT SACKS		
ALL DISTURBED AREAS	TOPSOIL, MULCH & SEED		

**PROJECT DATES:**

DESCRIPTION	DATE	INITIALS
DATE OF GROUND BREAKING FOR PROJECT		
DATE OF FINAL STABILIZATION		

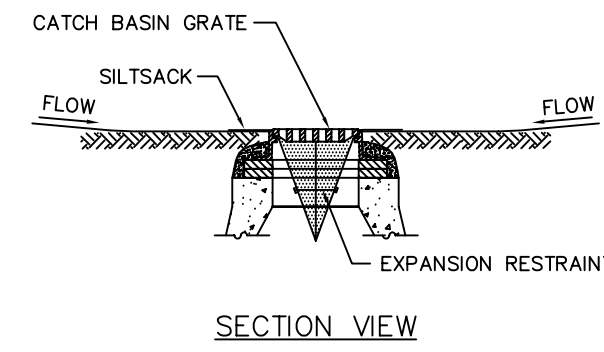
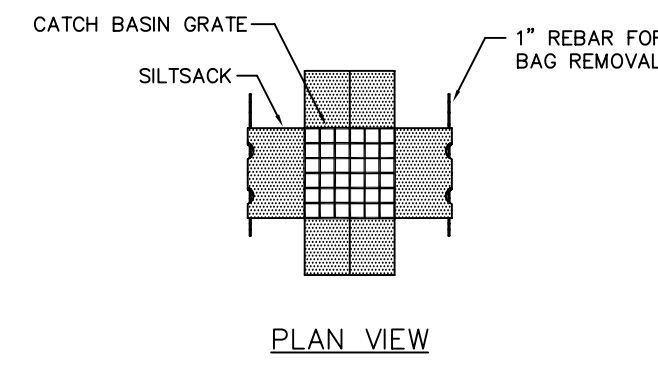
**KEY CODES FOR SOIL EROSION & SEDIMENT CONTROL MEASURES**

- CE** CONSTRUCTION ENTRANCE
- DC** DUST CONTROL
- DF** GEOTEXTILE SILT FENCE
- WOA** WASHOUT AREA
- ECM** EROSION CONTROL MAT
- TRM** PERMANENT TURF REINFORCEMENT MAT
- DB** DETENTION BASIN
- RR** RIP RAP
- OP** OUTLET PROTECTION
-



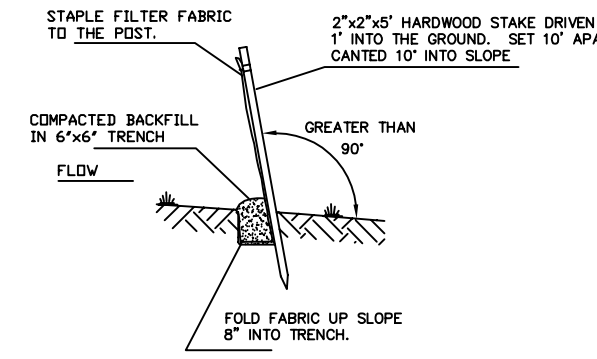
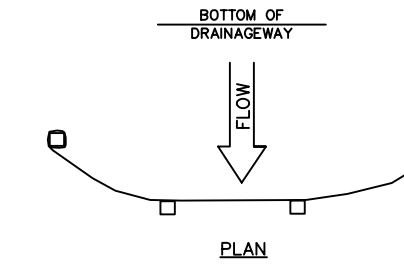
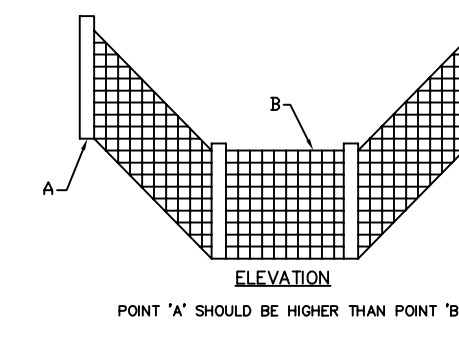
- NOTES:
1. THIS ENTRANCE PAD SHALL BE CONSTRUCTED PRIOR TO ANY CLEARING AND GRUBBING ACTIVITIES.
  2. MAINTAIN ANTI-TRACKING SYSTEM IN GOOD CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
  3. THE LENGTH OF THE ENTRANCE PAD SHALL BE INCREASED IF NECESSARY TO CONTROL THE TRACKING ONTO LOCAL ROADWAYS.
  4. THE LOCAL ROADWAY SHALL BE SWEEP AS NECESSARY TO REMOVE ANY MATERIALS THAT HAVE BEEN TRACKED FROM THE SITE ENTRANCE DRIVE.
  5. IF THE CONSTRUCTION SITE ENTRANCE WILL BE USED FOR MORE THAN 3 MONTHS, OR IF CONDITIONS REQUIRE, AND AS DIRECTED BY THE ENGINEER, THE SITE ENTRANCE DRIVE SHALL BE PAVED FOR THE FIRST 20 FEET.

(CE) CONSTRUCTION ENTRANCE PAD

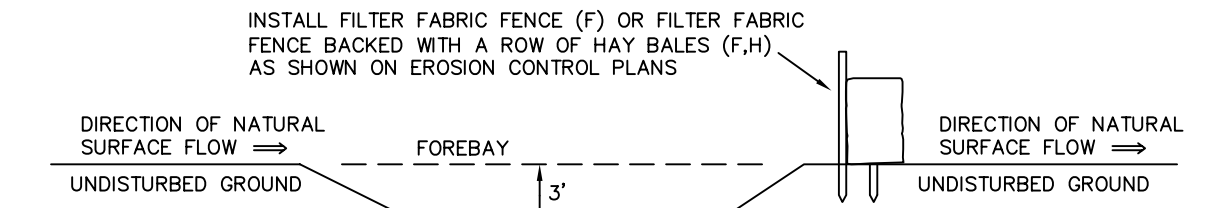


- NOTES:
1. INSTALL SILTSACK IN ALL CATCH BASINS WHERE INDICATED ON THE PLAN BEFORE COMMENCING WORK OR IN PAVED AREAS AFTER BINDER COURSE IS PLACED AND HAY BALES HAVE BEEN REMOVED.
  2. GRATE TO BE PLACED OVER SILTSACK.
  3. SILTSACK SHALL BE INSPECTED WEEKLY AND AFTER ALL STORM EVENTS AND CLEANING OR REPLACEMENT SHALL BE PERFORMED PROMPTLY AS NEEDED. MAINTAIN UNTIL UPSTREAM AREAS HAVE BEEN PERMANENTLY STABILIZED.

(S) SILT SACK AT CATCH BASIN

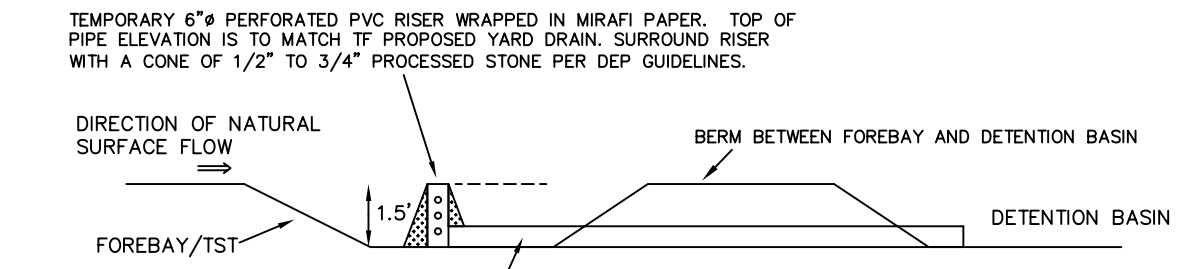


(F) GEOTEXTILE SILT FENCE



1. INSTALL TEMPORARY SEDIMENT TRAP AT ALL LOCATIONS AS INDICATED ON THE PLANS.
2. PLEASE REFER TO SECTION 5-11 SEDIMENT IMPOUNDMENTS, BARRIERS AND FILTERS, TEMPORARY SEDIMENT TRAP (TST) OF THE 2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL FOR DETAILED DESCRIPTIONS OF THE CONSTRUCTION OF TEMPORARY SEDIMENT TRAPS (TST).
3. SEE OUTLET DETAILS BELOW.

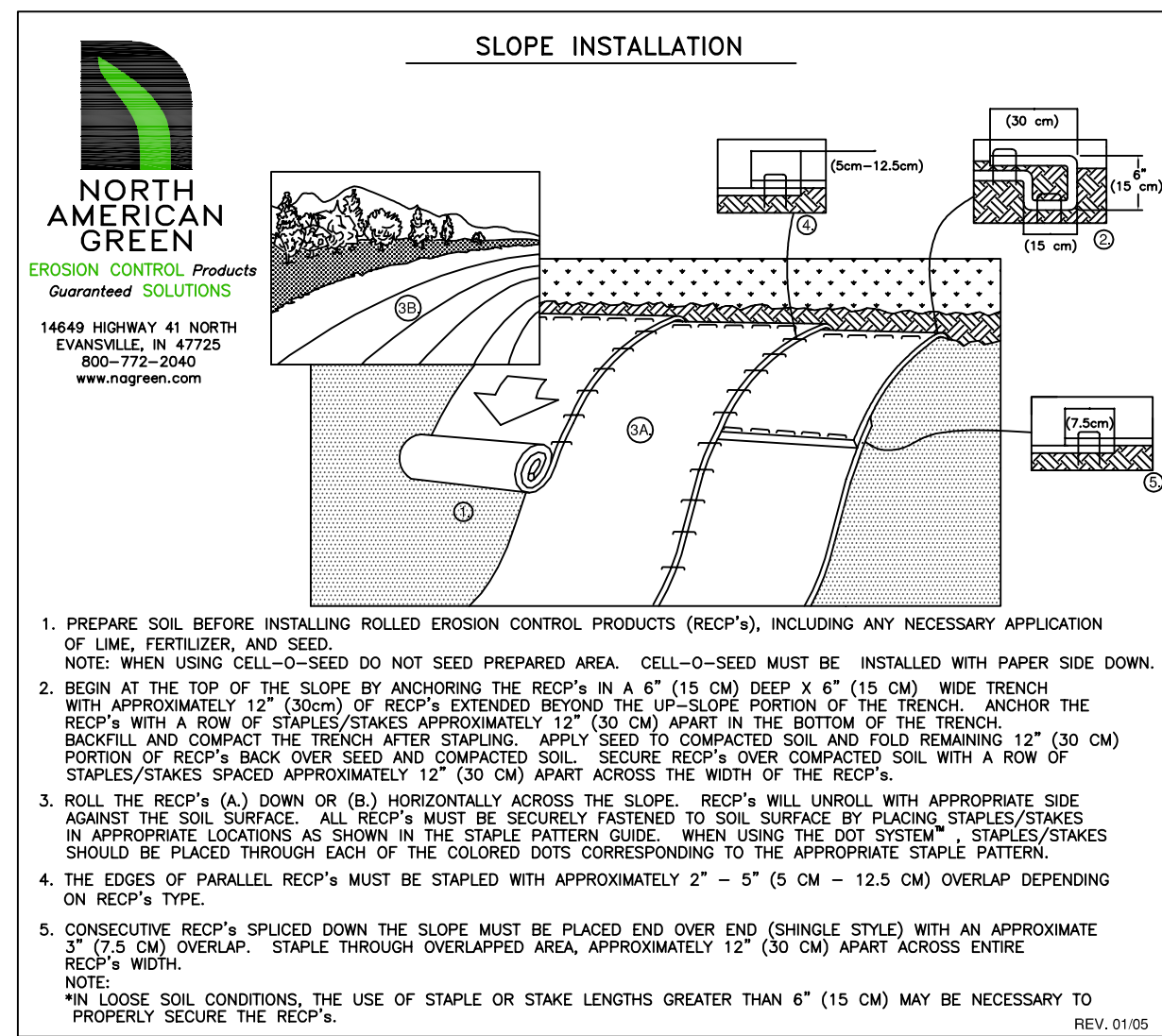
TST SEDIMENT TRAP



1. INSTALL RISER OUTLET IN TEMPORARY SEDIMENT TRAPS AS INDICATED ON PLANS.
2. WHEN TST STORAGE DEMANDS HAVE BEEN ELIMINATED AND TST'S ARE REMOVED, ALL TEMPORARY 6 inch PVC AND RISERS ARE TO BE CUT FROM YARD DRAINS OR CATCH BASINS AND REMOVED. CAP AND SEAL ALL 6 inch TST PVC INLETS TO YARD DRAINS OR CATCH BASINS.

TST RISER OUTLET

(TST) TEMPORARY SEDIMENT TRAP



1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP's), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.  
NOTE: WHEN USING CELL-0-SEED DO NOT SEED PREPARED AREA. CELL-0-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP'S IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30 CM) OF RECP'S EXTENDING BEYOND THE TRENCH. ANCHOR THE RECP'S WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP'S BACK OVER SEED AND COMPACTED SOIL. SECURE RECP'S OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP'S.
3. ROLL THE RECP'S (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. RECP'S WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECP'S MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECP'S MUST BE STAPLED WITH APPROXIMATELY 2" - 5" (5 CM - 12.5 CM) OVERLAP DEPENDING ON RECP'S TYPE.
5. CONSECUTIVE RECP'S SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP'S WIDTH.  
NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP'S.

TO BE USED ON ALL SLOPES STEEPER THAN 3:1

(TRM) TURF REINFORCEMENT MAT

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON

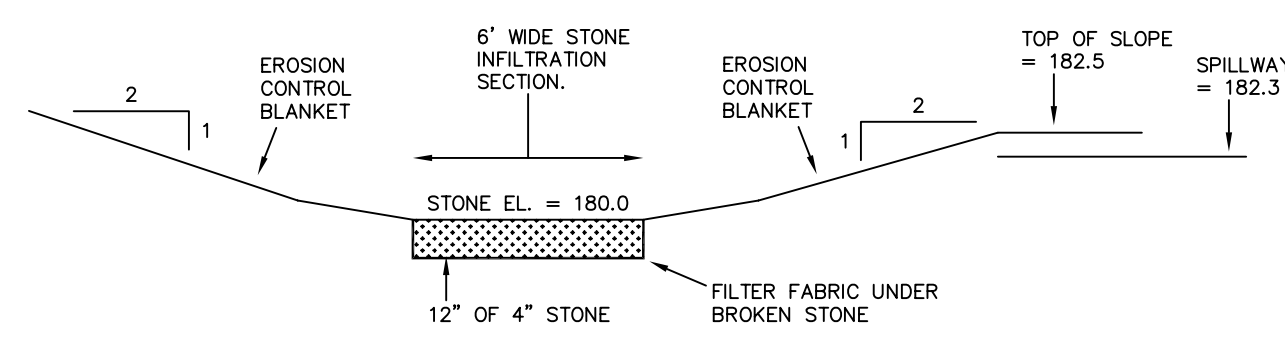
**BARRESI**  
ASSOCIATES LLC

570 HAYDEN STATION ROAD - UNIT D - WINDSOR, CT 06095  
(860) 219-9260 www.barresillc.com

DATE	REVISION
11-1-24	Client Changes
6-28-24	Per Town Engineer, IWWC Approval, Client Changes

PROPOSED RECREATIONAL COURTS  
PREPARED FOR  
**TOWN OF EAST GRANBY**  
EAST GRANBY FARMS - NORTHEAST RECREATIONAL AREA  
79-85 NORTH MAIN STREET, EAST GRANBY, CONNECTICUT  
JUNE 1, 2024

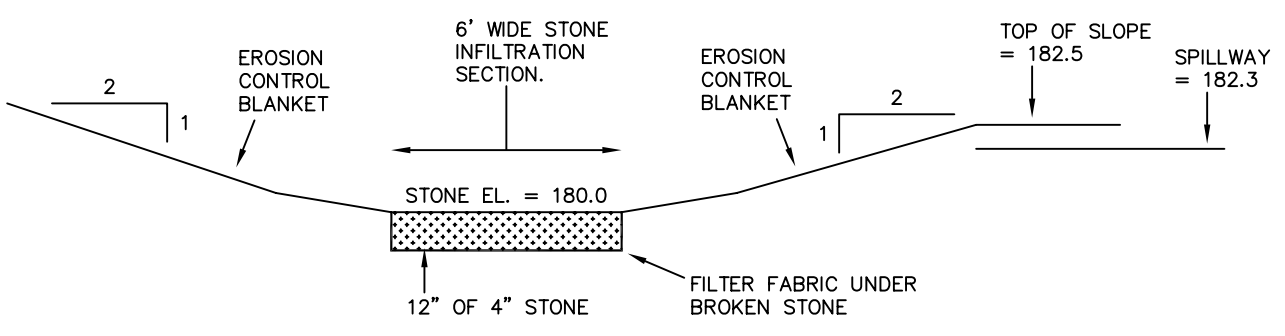
proj: rtsnell  
of: 06/01/24  
g: 06/01/24  
granby: 06/01/24  
06/01/24



- NOTES:
1. ALL SLOPES OF 3:1 OR GREATER REQUIRE EROSION CONTROL BLANKET.
  2. SEED PER LANDSCAPING PLANS.

(DB) DETENTION BASIN – EASTERLY INFILTRATION TRENCH

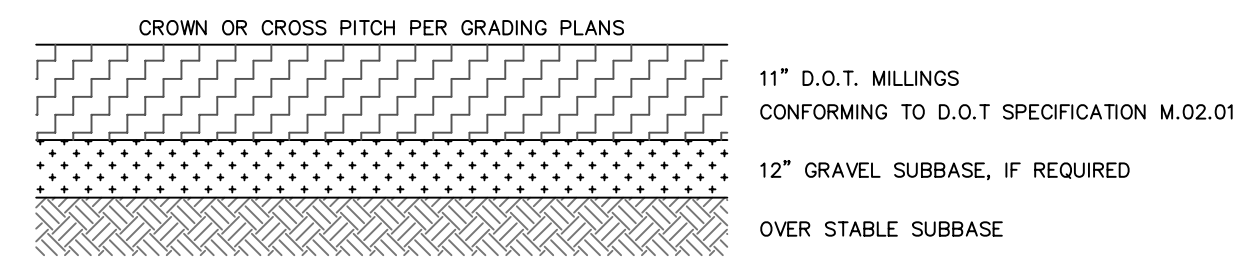
NOT TO SCALE



- NOTES:
1. ALL SLOPES OF 3:1 OR GREATER REQUIRE EROSION CONTROL BLANKET.
  2. SEED PER LANDSCAPING PLANS.

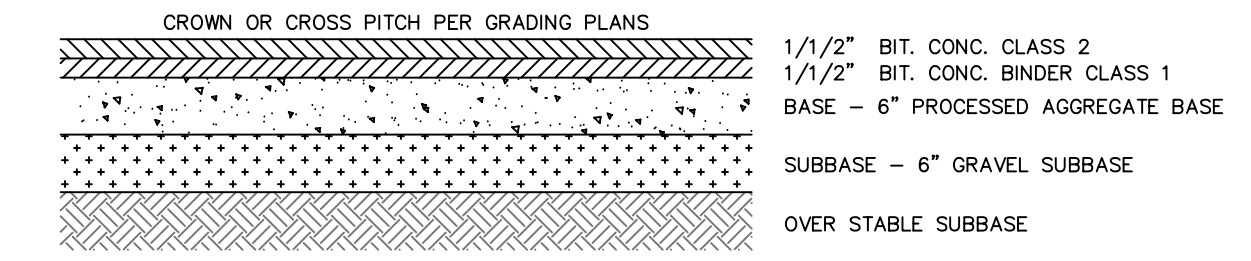
(DB) DETENTION BASIN – WESTERLY INFILTRATION TRENCH

NOT TO SCALE



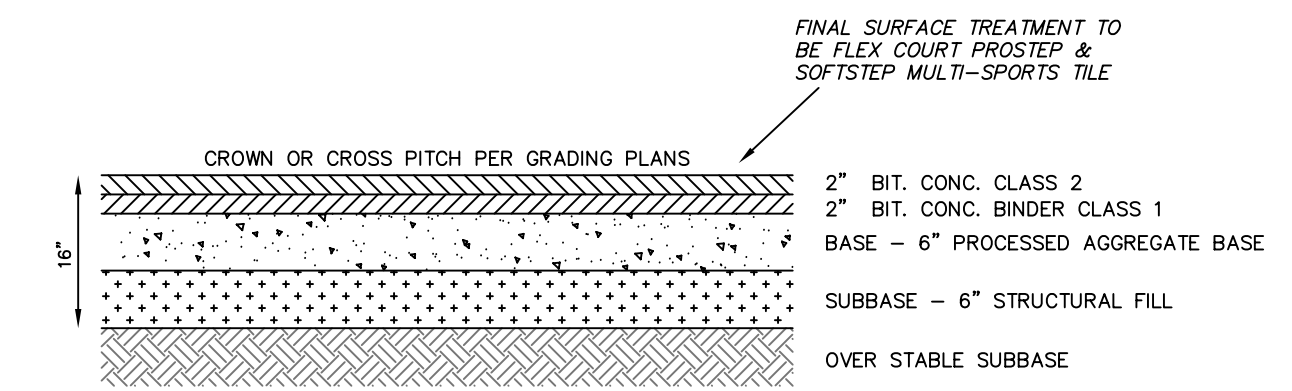
- NOTES:
1. R.A.P. SHALL CONFORM TO DOT SPECIFICATION M.02.01 FOR GRANULAR FILL.
  2. ALL MATERIAL THICKNESSES ARE FOR COMPACTED DEPTHS. COMPACTION SHALL BE PERFORMED WITH A 10 TON ROLLER.
  3. WHERE NEW PAVEMENT MATCHES EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE SAWCUT VERTICALLY TO A SMOOTH EDGE AND A TACK COAT APPLIED. AFTER PLACEMENT OF THE PAVEMENT, THE JOINT SHALL BE SEALED WITH A HOT ASPHALT MATERIAL, AC-20 OR APPROVED EQUAL.
  4. TACK COAT SHALL BE APPLIED BETWEEN LIFTS TO ALL VERTICAL JOINTS AND ON ALL SURFACES THAT HAVE BEEN IN PLACE FOR MORE THAN 72 HOURS.

D.O.T. MILLINGS PAVEMENT SECTION



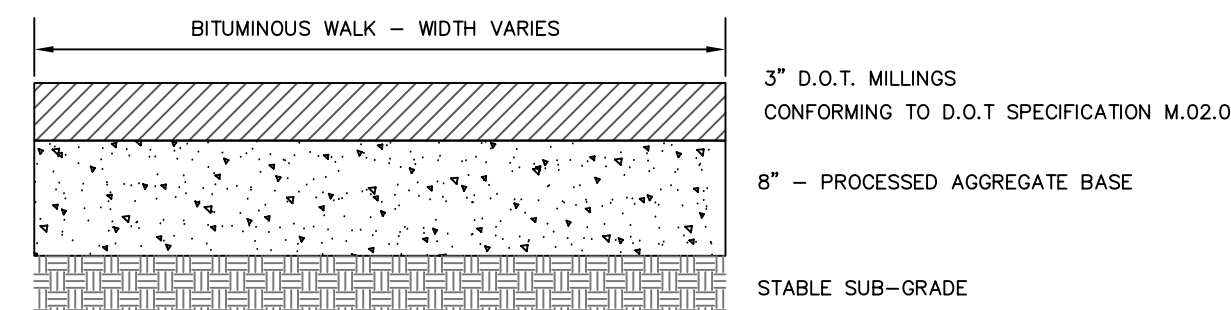
- NOTES:
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BITUMINOUS PAVEMENT DETAIL



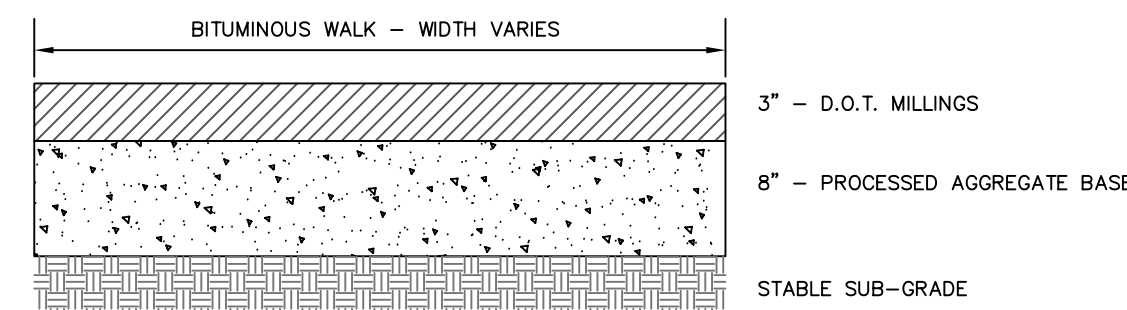
- NOTES:
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  2. TACK COAT SHALL BE APPLIED BETWEEN LIFTS TO ALL VERTICAL JOINTS AND ON ALL SURFACES THAT HAVE BEEN IN PLACE FOR MORE THAN 72 HOURS.

BASKETBALL & PICKLEBALL COURT CROSS-SECTION



IF THE PROPOSED COMPACTED SUBGRADE IS DEEMED UNSUITABLE BY TOWN ENGINEERING STAFF, IT SHALL BE REPLACED WITH A 12" OF BANK RUN GRAVEL SUBBASE.

BITUMINOUS WALK

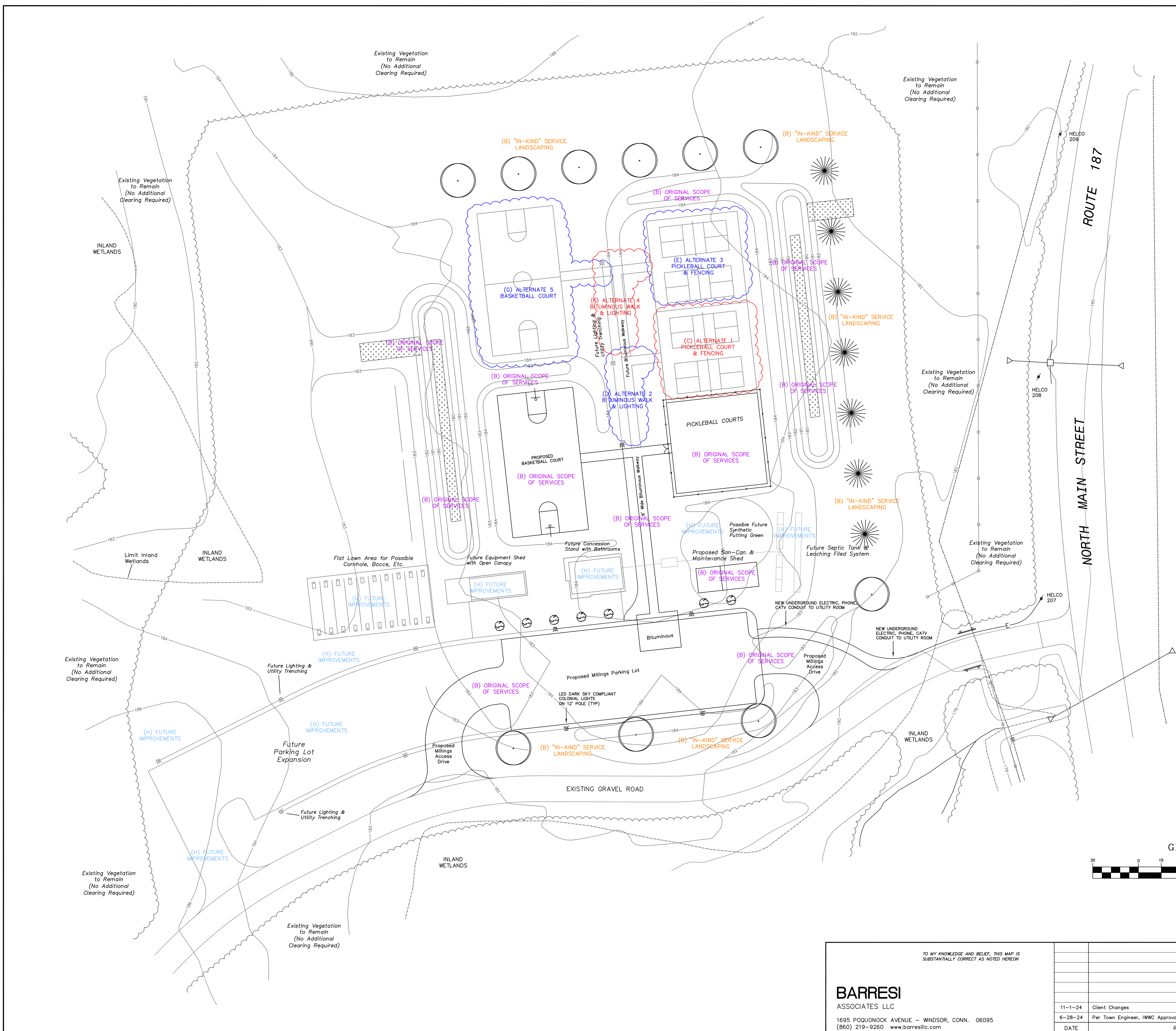


IF THE PROPOSED COMPACTED SUBGRADE IS DEEMED UNSUITABLE BY TOWN ENGINEERING STAFF, IT SHALL BE REPLACED WITH A 12" OF BANK RUN GRAVEL SUBBASE.

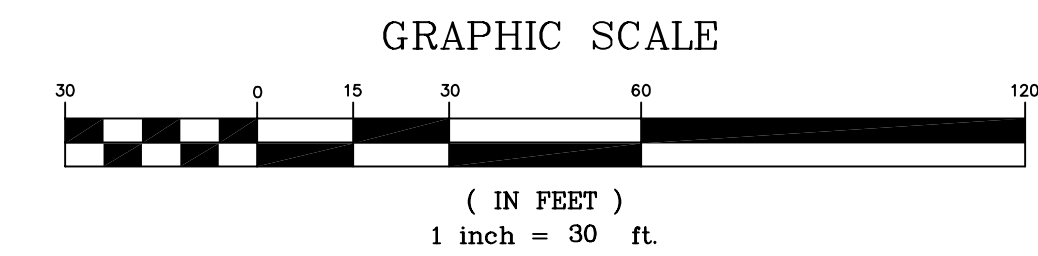
D.O.T. MILLINGS WALK

ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF EAST GRANBY STANDARDS AND THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION, FORM 817, WITH LATEST REVISION.

<p>TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON</p>		<p>PROPOSED RECREATIONAL COURTS PREPARED FOR TOWN OF EAST GRANBY EAST GRANBY FARMS – NORTHEAST RECREATIONAL AREA 79–85 NORTH MAIN STREET, EAST GRANBY, CONNECTICUT</p>							
<p><b>BARRESI</b> ASSOCIATES LLC 570 HAYDEN STATION ROAD – UNIT D – WINDSOR, CT 06095 (860) 219-9260 www.barresilc.com</p>		<table border="1"> <tr> <td>11-1-24</td> <td>Client Changes</td> </tr> <tr> <td>6-28-24</td> <td>Per Town Engineer, IWNC Approval, Client Changes</td> </tr> <tr> <td>DATE</td> <td>REVISION</td> </tr> </table>	11-1-24	Client Changes	6-28-24	Per Town Engineer, IWNC Approval, Client Changes	DATE	REVISION	<p>JUNE 1, 2024</p>
11-1-24	Client Changes								
6-28-24	Per Town Engineer, IWNC Approval, Client Changes								
DATE	REVISION								



- A.) IN-KIND SERVICES: NOT PART OF SCOPE OF SERVICES BID PACKAGE.
1. PHASE 1: SITE PREPARATION SHALL BE CONSIDERED AN "IN-KIND SERVICE", AND NOT PART OF SCOPE OF SERVICES OR BID PACKAGE.
    - INSTALL CONSTRUCTION ENTRANCE PADS
    - INSTALL INITIAL PERIMETER SILT FENCE
    - STRIP AND STOCKPILE TOP-SOIL.
  2. PROPOSED LANDSCAPE PLANTINGS (TREES, SHRUBS, GRASSES) SHALL BE CONSIDERED AN "IN-KIND SERVICE", AND NOT PART OF SCOPE OF SERVICES OR BID PACKAGE
    - INSTALL DECIDUOUS TREES
    - INSTALL EVERGREEN TREES
    - INSTALL SHRUBS & GRASSES
  3. REMOVAL OF EROSION CONTROLS AFTER ALL DISTURBED AREAS FROM CONSTRUCTION ACTIVITIES HAVE BEEN STABILIZED.
- B.) ORIGINAL SCOPE OF SERVICES BID PACKAGE:
- PROPOSED MILLINGS ACCESS DRIVES;  
 PROPOSED MILLINGS PARKING AREA;  
 PROPOSED BITUMINOUS HANDICAP PARKING SPACES;  
 PROPOSED PARKING AREA LIGHTING;  
 PROPOSED BITUMINOUS WALK;  
 PROPOSED WALKWAY LIGHTING;  
 PROPOSED BASKETBALL COURT;  
 PROPOSED PICKLEBALL COURT;  
 PROPOSED GRADING & STORMWATER MANAGEMENT SYSTEMS;  
 PROPOSED FINAL GRADING, STABILIZATION, RAKE, SEED, MULCH.
- C.) BID ALTERNATE PACKAGE 1  
 SECOND PICKLEBALL COURT & FENCING AS SHOWN.
- D.) BID ALTERNATE PACKAGE 2  
 PROPOSED BITUMINOUS WALK & LIGHTING TO PICKLEBALL COURT 2.
- E.) BID ALTERNATE PACKAGE 3  
 THIRD PICKLEBALL COURT & FENCING AS SHOWN.
- F.) BID ALTERNATE PACKAGE 4  
 PROPOSED BITUMINOUS WALK & LIGHTING TO PICKLEBALL COURT 3.
- G.) BID ALTERNATE PACKAGE 5  
 SECOND BASKETBALL COURT AS SHOWN.
- H.) FUTURE IMPROVEMENTS NOT PART OF SCOPE OF ORIGINAL SERVICES OR ALTERNATE BID PACKAGES:  
 PARKING LOT EXPANSION;  
 PROPOSED LIGHTING TO PARKING LOT EXPANSION;  
 PROPOSED CONCESSION STAND;  
 PROPOSED SEPTIC SYSTEM;  
 PROPOSED EQUIPMENT SHED W/CANOPY;  
 POSSIBLE PUTTING GREEN;  
 PROPOSED CORNHOLE/BOCCE AREA.



TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON  <b>BARRESI ASSOCIATES LLC</b> 1685 POQUONOCK AVENUE - WINDSOR, CONN. 06095 (860) 219-9260 www.barresilic.com		PROPOSED RECREATION COURTS PREPARED FOR <b>TOWN OF EAST GRANBY</b> EAST GRANBY FARMS - NORTHEAST RECREATIONAL AREA 79-85 NORTH MAIN STREET, EAST GRANBY, CONNECTICUT	
		11-1-24 Client Changes 6-28-24 Per Town Engineer, IWMC Approval, Client Changes	DATE REVISION

## Engineer's Estimate

### East Granby Farms Recreational Courts

#### Civil-Site Work:

<u>Item</u>	<u>Item Description</u>	<u>Quantity/Unit</u>	<u>Price/Unit</u>	<u>Total Cost</u>
1.	Mobilization, Permits, Insurance	L.S.	L.S.	\$5,000.00
2.	<u>Land Clearing and Erosion &amp; Sedimentation Control Measures (Town of East Granby In-Kind Service)</u>			
a.	Land Clearing/Brush Removal	L.S.	L.S.	\$7,500.00
b.	Construction Entrance (Installed)	2 Each	\$2,000.00	\$4,000.00
c.	Silt Fence (Installed)	820 L.F.	\$6.00	<u>\$4,920.00</u>
			subtotal	\$16,420.00
3.	<u>Topsoil</u>			
a.	Strip topsoil & Stockpile	4,200 C.Y.	\$7.00	\$29,400.00
4.	<u>Site Cuts/Fills to subgrade</u>			
a.	Mass Excavation (Site cuts/fills)	3,000+/- C.Y.	\$10/C.Y.	\$30,000.00
b.	Export excess fill materials, if needed	L.S.	L.S.	<u>\$5,000.00</u>
			subtotal	\$35,000.00
5.	<u>Stormwater Quality Basins</u>			
a.	Grade drainage basins	L.S.	L.S.	\$22,000.00
b.	Install infiltration stone,	42 tons	\$50/ton	\$2,100.00
c.	Rip-Rap Spillway,	40 tons	\$65/ton	<u>\$2,600.00</u>
			subtotal	\$26,700.00
6.	<u>Subbase/Base Basketball &amp; Pickleball Courts, (8,836 S.F.)</u>			
a.	Formation of subgrade,	982 S.Y.	\$1.50/S.Y.	\$1,473.00
b.	Structural fill (6-inch depth)	400 tons	\$36/ton	\$14,400.00
c.	Processed Aggregate Base	400 tons	\$36/ton	<u>\$14,400.00</u>
			subtotal	\$30,273.00
7.	<u>Electrical Utilities/Site Lighting</u>			
a.	Electrical Trench	660 L.F.	\$18.00/L.F.	\$11,880.00
b.	Transformer	2 Each	\$2,000.00	\$4,000.00
c.	Light Bases (Single Head)	5 Each	\$2,000/Unit	\$10,000.00
d.	Light Poles/Fixtures	5 Each	\$800/Unit	<u>\$4,000.00</u>
			subtotal	\$29,880.00

8.	<b><u>Parking Lot Subbase/Base, (15,420 S.F./1,713 S.Y.)</u></b>				
	a.	Formation of subgrade	1,713 S.Y.	\$1.50/S.Y.	\$2,569.50
	b.	Millins for parking area (11" depth)	788 tons	\$35/ton	<u>\$27,580.00</u>
				subtotal	\$30,149.50
9.	<b><u>Bituminous Concrete Pavement Handicap Section, (486 S.F./54 S.Y.)</u></b>				
	a.	Formation of Subgrade	54 S.Y.	\$1.50/S.Y.	\$81.00
	b.	Processed Aggregate Base (6" depth)	13.5 tons	\$36/ton	\$486.00
	c.	Bituminous Concrete Pavement, (3" depth) (1.5" Binder course/1.5" Finished Course)	20 tons	\$60/ton	<u>\$1,200.00</u>
				subtotal	\$1,767.00
10.	<b><u>Walkways, (990 S.F./110 S.Y.)</u></b>				
	a.	Processed Aggregate Base (8" depth)	37 tons	\$36/ton	\$1,332.00
	b.	Bituminous Concrete Pavement, (3" depth)	20 tons	\$60/ton	<u>\$1,200.00</u>
				subtotal	\$2,532.00
11.	<b><u>Restoration of topsoil area, (87,500 S.F./9,722 S.Y.)</u></b>				
	a.	Topsoil, (6" depth)	1,620 C.Y.	\$12/C.Y.	\$19,440.00
	b.	Fertilizer, seed, and mulch	9,722 S.Y.	\$1.50/S.Y.	<u>\$14,583.00</u>
				subtotal	\$34,023.00
12.	<b><u>Courts &amp; Fencing</u></b>				
	a.	Construction of 1 each Basketball Court & 2 Each Pickleball Court	L.S.	L.S.	\$109,000.00
	b.	10' High Black Vinyl Chain-link System	L.S.	L.S.	\$27,000.00
	c.	8' High Black Vinyl Chain-link System	L.S.	L.S.	<u>\$25,000.00</u>
				subtotal	\$161,000.00
13.	<b><u>Landscaping (Town of East Granby In-Kind Service Labor &amp; Material)</u></b>				
	a.	Deciduous Trees (2.5" Cal.)	10 Each	\$600/Each	\$6,000.00
	b.	Evergreen Trees (4-6' HT.)	7 Each	\$450/Each	\$3,150.00
	c.	Shrubs (3-4' HT.)	7 Each	\$175/Each	<u>\$1,225.00</u>
				subtotal	\$10,375.00
14.	<b><u>Project Cleanup &amp; closeout</u></b>		L.S.	L.S.	\$2,000.00
				Subtotal	\$414,519.50
				Contingency +10%	<u>\$41,451.95</u>
				Total	\$455,971.45