



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Wednesday, 1st March 2023, the Purchasing Authority recommended an award of bid number 2023-90 Roof Replacement – Riverfield Elementary School – Fairfield Public Schools, to Silktown Roofing, for the base bid amount of \$1,208,000.00, to fully replace the existing roof areas, at Riverfield Elementary School, as specified in the plans and specification documents prepared by Silver Petrucelli + Associates.

The Special Projects Standing Building Committee (SPSBC) voted to award the contract to Silktown Roofing, Inc. at their meeting held on Monday, 27th February, 2023.

Silktown Roofing, Inc. is the lowest responsive and responsible bidder meeting the requirements of this bid solicitation process.

The award of the contract to Silktown Roofing, Inc. may be subject to the review and approval of the Board of Selectmen.

Brenda L. Kupchick, First Selectwoman

Adam B. Tulin, Director of Purchasing



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2023-90

State Project No. 051-0154 RR

Roof Replacement – Riverfield Elementary School

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted February 21, 2023

SEALED BIDS are subject to the standard instructions set forth on the attached sheets.

Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

First Selectwoman

Director of Purchasing

2/2/2023
Date

Bidder:

Silktown Roofing, Inc.
Doing Business As (Trade Name)

27 Pleasant Street
Address

Manchester, CT 06040
Town, State, Zip

Mr. John C. McConville, President
(Mr. / Ms.) Name and Title, Printed

Signature

(860) 647-0198

Telephone

(860) 646-0775

Fax

john@silktownroofing.com

E-mail



Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Tuesday, 21st February, 2023

To provide labor, materials, equipment, and all else necessary, to fully replace the existing roof areas, as noted in plans and specifications, at Roger Sherman Elementary School, as specified in the attached contract documents prepared by Silver Petrucelli + Associates.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2023-90" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

documents, he/she may submit to the person responsible a written request for interpretation thereof no later than the time and date as indicated. The person submitting the request shall be responsible for its prompt delivery.

Interpretation of correction of proposed Contract Documents will be made only by Addendum posted to the Town of Fairfield, Purchasing Department website: www.fairfieldct.org/purchasing.

The Town will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda (where issued) acknowledged.
- List of references where projects performed of comparable size and scope within the past three (3) years.
- List of all proposed Subcontractors identifying each trade, hourly rates, and Tax ID number. (All Subcontractors are subject to approval by the Town prior to award of contract.)
- Complete list of scheduled values for all lump sum amounts.
- Proposal includes Prevailing Wage Rates as appended to this document.
- DAS Pre-Qualification Certificate and Update (Bid) Statement.
- Bid Bond or equal approved security.
- Stated exceptions (if any are to apply).

The Bidder hereby certifies that any and all defects, errors, inconsistencies, or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith.

John C. McConville

Name of Authorized Representative (Printed)

President

Title

Signature

February 21, 2023

Date



ADDENDUM #1
RFP #2023-90
Roof Replacement – Riverfield Elementary School
(page 2 of 2)

3. Can you provide state funded portions to calculate set aside?

Response: Fairfield Public Schools' gross reimbursement rate from CT OSCGR is 26.09%

End of Addendum #1

Company: Silktown Roofing, Inc. Name: John C. McConville, President Signature: _____ Date: February 16, 2023



REFERENCES

Provide reference details of most recent similar scope projects performed:

REFERENCE #1:

Name of Company Town of Fairfield- Roger Ludlowe
Contact Person Sal Morabito
Company Address 501 Kings Highway
Date work completed Summer 2022

Phone 203-255-7363
Cell
Fax
Email smorabito@fairfieldschools.org

REFERENCE #2:

Name of Company Town of West Hartford- Sedgwick Middle School
Contact Person Al Jacunski; Jacunski Humes Architects
Company Address 15 Massirio Drive. #101 Berlin, CT
Date work completed Summer 2022

Phone 860-828-9921
Cell
Fax
Email wajacunski@jharchitects.net

REFERENCE #3:

Name of Company Town of West Hartford- Hall High School
Contact Person Bill Phibbs
Company Address 50 S Main Street, West Hartford, CT
Date work completed Summer 2022

Phone 860-561-7523
Cell
Fax
Email bill.phibbs@westhartford.gov

REFERENCE #4:

Name of Company Dunbar and Westwoods Schools, Hamden, CT
Contact Person Jeremy Cogdill - Garland
Company Address 3800 E. 91st Street. Cleveland, OH
Date work completed Summer 2022

Phone 860-204-1006
Cell 802-598-2974
Fax
Email jcogdill@garlandind.com

REFERENCE #5:

Name of Company Wiss Janney Elsmer Assoc. - Copleytown MS
Contact Person Remo Capolino
Company Address 2 Traps Falls Road, Shelton, CT
Date work completed Summer 2021

Phone 203-944-9424
Cell
Fax
Email rcapolino@wje.com

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company Summit Restoration Fed ID # 47-3712311
Contact Person Chris Malerba Title master
Company Address 178 Front Ave, West Haven, Ct Phone 203-996-9980
Trade Masonry Email cmalerba@summitmasonry.com
Rates: Supervisor \$ /hr Foreman \$ 113.87 /hr Journeyman \$ 100.80 /hr Apprentice \$ 87.61 /hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____
Company Address _____ Title _____
Trade _____ Phone _____
_____ Email _____
Rates: Supervisor \$ /hr Foreman \$ /hr Journeyman \$ /hr Apprentice \$ /hr

SUBCONTRACTOR #3:

Name of Company Ruotolo Mechanical Fed ID # 61-1516208
Contact Person Ron Ruotolo Title Htg 0386041-S1
Company Address 29 Printers Ln., New Haven, CT Phone 203-772-1563
Trade HVAC Email contact@ruotolomechanical.com
Rates: Supervisor \$ /hr Foreman \$ 137.05 /hr Journeyman \$ 126.95 /hr Apprentice \$ 89.70 /hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ /hr Foreman \$ /hr Journeyman \$ /hr Apprentice \$ /hr

NOTE:

All sub-contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

(To be submitted in duplicate)

BIDDER: Silktown Roofing, Inc.
Name
27 Pleasant Street, Manchester, CT 06040
Address

To: **Town of Fairfield**
c/o Purchasing Department
725 Old Post Road
Fairfield, CT 06825

Project: **Riverfield Elementary School Partial Roof Replacement**
1625 Mill Plain Road
Fairfield, CT 06824
State Project #051-0154 RR
Bid #2023-90

In preparing this bid, we have carefully examined the Bidding Documents for this Project. We have visited the site and noted the conditions affecting the Work.

The Bidding Documents referred to include Drawings and Project Manual dated October 28, 2022, prepared by Silver/Petrucelli + Associates, Inc., Hamden, Connecticut.

We propose to perform the work described in the Bidding Documents, in keeping with definitions of Article 1 of the Instructions to Bidders, for the Base Bid Sum as follows:

Base Bid:

Entire Project for the Total Cost of:

\$ One Million, Two Hundred, Eight Thousand Dollars (\$ 1,208,000.00).
written figure

We will commence work on the project 10 calendar days after receipt of "Notice to Proceed" or signing of Contract, whichever is sooner. We will be able to substantially complete the project by the date indicated in the Invitation to Bid. (Also refer to SIB 1.1.B).

Allowances: (See Section 012100)

Allowance #1: Metal Deck Replacement (part of Base Bid) \$ 7,650.00

Alternates:

The undersigned proposes to furnish all Labor, Materials, Equipment and Services necessary to construct the items listed in the Alternates described in Section 012300 for the stipulated sum of:

DEDUCT ALTERNATE #1: Twenty (20) Year Warranty: Deduct from the Base Bid a Total of:

\$ Eight Thousand Dollars (\$ 8,000.00).
written figure

The project schedule will be (increased/decreased) by 0 calendar days to complete the work indicated under Deduct Alternate 1.

DEDUCT ALTERNATE #2: Roof 'H': Deduct from the Base Bid a Total of:

\$ One Hundred Nine Thousand Dollars (\$109,000.00).
written figure

The project schedule will be (increased/decreased) by 2 calendar days to complete the work indicated under Deduct Alternate 2.

Unit Prices:

As required by the Base Bid, should deteriorated or damaged materials be required to be removed as determined by the Architect or Owner, the cost to remove and replace the referenced material, (or credit for specified material not provided or installed) including all labor, material, equipment, and related furnishings is as follows:

Item	Description	Unit Price
1.	Metal roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	\$4.50 sf
2.	Add pressure treated wood blocking, as specified, cut to fit around roof structure and systems installed	\$ 8.50 bf
3.	Deduct pressure treated wood blocking, as specified, cut to fit around roof structure and system installed	\$ 6.50 bf

If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned at the Address designated below, within ninety (90) days after the date of Bid Opening, or any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after the date of mailing, telegraphing, or delivering of the notice, execute and deliver a contract in the Standard Form of Agreement Between the Owner and Contractor, AIA Document A101, or similar contract modified as may be mutually agree upon.

The undersigned acknowledges that he has examined the documents, visited and examined the site as required under "Instructions to Bidders", examined the availability of labor and materials and further agrees to comply with all the requirements as to the conditions of employment and wage rates set forth by the Department of Labor.

Addenda:

The undersigned acknowledges receipt of the following addenda to the Contract Documents, listed by number and date:

Number 1, Dated: 2/16/2023

Number , Dated: _____

Number , Dated: _____

Number , Dated: _____

Exceptions: _____

ATTACHMENTS – Attached hereto is:

1. **Contractor Prequalification Statement**
2. **Update Bid Statement**
3. **CHRO Bidder Contract Compliance Monitoring Report**
4. **Refer to Checklist on Town of Fairfield's Instructions to Bidders for additional items.**

NON-COLLUSIVE BID STATEMENT

The undersigned bidder certifies that this bid is made independently and without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of the bid shall not be disclosed to anyone other than employees, agents, or surties prior to the official bid opening.

Signature: _____

Date: February 21, 2023Printed Name and Title
of Agent submitting bid: _____John C. McConville, PresidentName of Company: Silktown Roofing, Inc.Address: 27 Pleasant Street, Manchester, CT 06040Telephone Number: (860) 647-0198Fax Number: (860) 646-0775E-mail: steve@silktownroofing.com Steve Pumphrey, PM

This Bid may be withdrawn prior to the scheduled Bid Opening or any postponement thereof.

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.

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

PART I - Bidder Information

Company Name <u>Silktown Roofing, Inc.</u> Street Address <u>27 Pleasant Street</u> City & State <u>Manchester, CT 06040</u> Chief Executive <u>John C. McConville, President</u>	Bidder Federal Employer Identification Number <u>06-1350674</u> Or Social Security Number _____
Major Business Activity (brief description) Roofing Contractor	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No X -Bidder is a minority business enterprise Yes ___ No X (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company <u>N/A</u> (If any)	- Bidder is certified as above by State of CT Yes ___ No X
Other Locations in Ct. <u>151 Water Street, Derby, CT 06418</u> (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes X No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat ? Yes X No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes X No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes X No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No X
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes X No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes X No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No X	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA X
6. Does your company have a collective bargaining agreement with workers? Yes X No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes X No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes X No ___	12. Does your company have a written affirmative action Plan? Yes X No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes X No ___ If yes, give name and phone number. <u>John C. McConville, President (860) 647-0198</u>

Part III - Bidder Subcontracting Practices

(Page 4)

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

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

TBD

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: February 21, 2023

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)

**COMPANY EMPLOYMENT STATISTICS REPORT
STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

Company name: Silktown Roofing Inc	Street Address: 27 Pleasant Street	City, State, Zip code: Manchester, CT 06040
Company Official: John C. McConville	Title President	Telephone No. (860) 432-7346 Ext. 10
Project #	Location	Date

Job/Trade Title	Total # of Employees		% # of Females	Total White Employees		Total Black Employees		Total Hispanic Employees		Other Race Employees		Sub Total Minority Males	% # of Minority Males
	M	F		M	F	M	F	M	F	M	F		
Officials Managers	4	1	20	4	1	0	0	0	0	0	0	0	0
Professionals	19	3	14	19	2	0	0	0	1	0	0	0	0
Clericals	0	9	100	0	9	0	0	0	0	0	0	0	0
Roofer Journeymen	106	0	0	41	0	16	0	48	0	1	0	65	61
Roofer Foreman	26	0	0	14	0	1	0	11	0	0	0	15	58
Roofer Apprentice	14	0	0	5	0	2	0	7	0	0	0	9	64
Totals	169	13	7	83	12	19	0	66	1	1	0	86	51

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	✓		.5%		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				X	Union Membership	
Labor Organizations	✓		99%		Personal Recommendation	
Minority/Community Organizations	✓		.5%		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) John C. McConville, President	(Date Signed) 03/21/23	(Telephone) (860) 647-0198
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State of Connecticut

Department of Administrative Services Construction Contractor Prequalification Program

This certifies

Silktown Roofing, Inc.

27 Pleasant Street, 13 Pleasant Street-Remittance Address, Manchester, CT 06040

As a

Prequalification Construction Contractor

April 15, 2022 through April 14, 2023

CONTACT INFORMATION

Name: Joan K. McConville, Corp.
Secretary

Phone: (860) 647-0198

Fax: (860) 646-0775

Email: Joan@silktownroofing.com

Name: John C. McConville, President

Phone: (860) 647-0198

Fax: (860) 646-0775

Email: John@silktownroofing.com

Effective Date
4/15/2022

Aggregate Work Capacity (AWC)
\$120,000,000.00

Single Limit (SL)
\$30,000,000.00

Classifications
ENERGY MANAGEMENT SYSTEMS,
GENERAL BUILDING
CONSTRUCTION (GROUP C),
HISTORICAL BUILDING
RESTORATION (MASONRY,
ROOFING), METAL SIDING,
ROOFING, WATERPROOFING

Classification Name
ENERGY MANAGEMENT
SYSTEMS

Description
The design and installation of systems or maintenance programs to conserve energy use within a building. This category includes shared savings programs.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.
For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

Page 1 of 2
Printed 4/25/2022 11:50:14 AM

GENERAL BUILDING CONSTRUCTION (GROUP C)	The undertaking of general contracts for the construction of buildings i.e. new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory. Note: If you are prequalified for General Building Construction under Group C, you are automatically prequalified for Group A and Group B. Also if you are prequalified for General Building Group C you will automatically be prequalified for General Trades. Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection. Projects that are threshold buildings may require a Major Contractor Registration.
HISTORICAL BUILDING RESTORATION (MASONRY, ROOFING)	Construction/renovation, masonry, and roofing work will require firms with experience with the Secretary of the Interior's Standards for Rehabilitation issued by the U.S. Department of Interior, National Park Service, Washington, D.C. (Standards for Treatment of Historic Project.)
METAL SIDING	Work customarily performed by this industry including the supply and installation of metal siding where used as external components of custom designed buildings. This does not apply to pre-engineered buildings where the metal siding is a building component.
ROOFING	The installation of various types of roofing materials including shingles, slate, rubber, PVC and related flashing and drainage systems.
WATERPROOFING	Installation, renovation, repair and maintenance of materials required to make foundations, walls and other surfaces of a building dam proof or impervious to water, including such incidental or related work as is customarily performed by those in the waterproofing and dam proofing trades. This category does not include roofing by itself.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.
For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update Statement
(Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include an update statement in such form as the Commissioner of Administrative Services prescribes and, if required by the public agency soliciting such bid, a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The form for such update statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status as determined by the provisions of subdivision (6) of subsection (c) of 4a-100 of the Connecticut General Statutes, and such other relevant information as the Commissioner of Administrative Services prescribes. Any public agency that accepts a bid submitted without a copy of such prequalification certificate, if required by such public agency soliciting such bid, and an update statement, may become ineligible for the receipt of funds related to such bid, except the public agency soliciting such bids may allow bidders no more than two business days after the opening of bids to submit a copy of the prequalification certificate, if required by such public agency, and an update statement.

PROJECT THAT COMPANY IS BIDDING ON

PROJECT NAME	Partial Roof Replacement, Riverfield Elementary School,
PROJECT NUMBER	1625 Mill Plain Road, Fairfield, CT Bid # 2023-90

COMPANY INFORMATION

LEGAL BUSINESS NAME	Silktown Roofing, Inc.
DBA	
TAXPAYER ID	061350674
BUSINESS ADDRESS	27 Pleasant Street 13 Pleasant Street-Remittance Address
BUSINESS CITY, STATE, ZIP	Manchester CT 06040
PREQUALIFICATION CONTACT	Joan K. McConville, Corp. Secretary (860) 647-0198 ext. John C. McConville, President (860) 647-0198 ext.

PREQUALIFICATION INFORMATION

EXPIRATION DATE	4/14/2023
SINGLE LIMIT	\$30,000,000.00
AGGREGATE WORK CAPACITY (AWC)	\$120,000,000.00
REMAINING AGGREGATE WORK CAPACITY *	\$119,272,400.00

* The Remaining Aggregate Work Capacity equals your company's AWC minus the Total \$ Amount of Work Remaining

BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT

Project Name	Project Owner	% Completed	Total Contract Amount	Work Remaining
SEE ATTACHED				

Total Amount of Work Remaining

\$72,760.00

BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE AWARDED AND 100% COMPLETED SINCE THE DATE OF YOUR INITIAL PREQUALIFICATION OR YOUR LAST RENEWAL

SEE ATTACHED

PERSONNEL WHO WILL HAVE SUPERVISORY RESPONSIBILITY FOR THE PERFORMANCE OF THE CONTRACT BEING BID ON

Steve Pumphrey, PM

CHANGES IN YOUR COMPANY'S FINANCIAL CONDITION OR BUSINESS ORGANIZATION WHICH MIGHT AFFECT YOUR COMPANY'S ABILITY TO SUCCESSFULLY COMPLETE THIS CONTRACT

HAVE THERE BEEN ANY CHANGES?

NO

IF YES, EXPLAIN

I CERTIFY UNDER PENALTY OF LAW THAT ALL OF THE INFORMATION CONTAINED IN THIS UPDATE STATEMENT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AS OF THE DATE BELOW.


Signature Joan K. McConville, Secretary

February 21, 2023

Date



It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.

The DAS' Contractor Prequalification Program can be reached at DAS.Prequalification@ct.gov

SILKTOWN ROOFING INC**CONTRACTS IN PROGRESS (Major defined as over \$100,000.00 contract value)****DAS BID UPDATE STATEMENT ATTACHMENT 1**

Project Name	Bonded Y/N	Owner	Contract Value	% Complete	\$ Remaining on Contract
87 Union St	YES	Whiting Turner	\$ 2,495,441.00	99%	\$ 24,954.41
Belmont MS HS	YES	Skanska USA Building Inc.	\$ 4,169,789.00	95%	\$ 208,489.45
BPL Faneuil Hall	YES	Boston Building & Bridge Corp	\$ 277,000.00	10%	\$ 249,300.00
Buckley Elementary	YES	Town of Manchester	\$ 885,568.00	95%	\$ 44,278.40
Buttonwood Park Zoo	YES	City of New Bedford	\$ 241,000.00	99%	\$ 2,410.00
Coburn Elementary	YES	Fontane Brothers Inc.	\$ 969,778.00	95%	\$ 48,488.90
Curley Community	YES	Boston Building & Bridge Corp	\$ 550,151.00	99%	\$ 5,501.51
Morrissey Manor Roof	YES	Savin Rock Communities	\$ 1,491,555.00	95%	\$ 74,577.75
New Fairfield HS & PO	YES	O&G Industries	\$ 1,255,000.00	90%	\$ 125,500.00
Riang Bristol Armory Roof	YES	State of Rhode Island	\$ 544,389.00	90%	\$ 54,438.90
Uconn Hockey Arena	YES	Turner Construction Company	\$ 1,000,569.00	99%	\$ 10,005.69
USPS Marblehead ME	YES	Roth Brothers Inc.	\$ 170,970.00	90%	\$ 17,097.00
USPS Roxbury	YES	USPS Roxbury MA	\$ 939,000.00	5%	\$ 892,050.00
USPS Wakefield MA MPO	YES	Roth Brothers Inc.	\$ 443,000.00	99%	\$ 4,430.00
Waltham High School	YES	Consigli Construction	\$ 4,732,000.00	30%	\$ 3,312,400.00
MIDDLEBROOK SCHOOL	YES	Town of Trumbull	\$ 2,091,500.00	0%	\$ 2,091,500.00
ASML CAGE & PACK	YES	Hodess Construction	\$ 265,866.50	50%	\$ 132,933.25
LATIMER LANE SCHOOL	YES	O&G Industries	\$ 1,308,000.00	0%	\$ 1,308,000.00
BURNS LATINO	YES	PDS ENGINEERING	\$ 2,317,300.00	20%	\$ 1,853,840.00
YALE CRB	YES	PETRA CONSTRUCTION	\$ 632,447.00	10%	\$ 569,202.30
HAGAMAN LIBRARY	YES	TOWN OF EAST HAVEN	\$ 232,000.00	99%	\$ 2,320.00
CORNELL SCOTT	YES	Newfield Construction	\$ 275,500.00	10%	\$ 247,950.00
SPRINGFIELD CLEARWATER	YES	C.H. NICKERSON	\$ 202,100.00	80%	\$ 40,420.00
			\$ 61,423,300.47		\$ 39,972,080.47

SILKTOWN ROOFING INC**MAJOR CONTRACTS CLOSED (Major defined as over \$100,000.00 contract value)****DAS BID UPDATE STATEMENT ATTACHMENT 2**

Project Name	Bonded Y/N	Owner	Date Completed	Location	Contract Value
Boston Engine #42	YES	Boston Building & Bridge Corp	Aug-21	MA	\$ 368,707.00
Bristol Memorial	YES	D'Amato & Downes JV	Mar-22	CT	\$ 955,319.00
Burr Elementary Sch	YES	Town of Fairfield	Dec-21	CT	\$ 946,679.00
Coleytown MS	YES	Newfield Construction	Feb-22	CT	\$ 3,018,182.00
CREC Ana Grance	YES	Barlett Brainard Eascott	Mar-22	CT	\$ 1,903,684.00
Durfee HS	YES	Suffolk Construction Company	Aug-21	MA	\$ 3,897,818.00
East Boston Police	YES	J&J Contractors Inc.	Aug-21	MA	\$ 675,062.00
Hall High School	YES	Town of West Hartford	Aug-21	CT	\$ 1,100,424.00
Hartford Hosp Bliss	YES	FIP Construction	Feb-22	CT	\$ 374,739.00
Haverhill HS Gym	YES	City of Haverhill	Dec-21	MA	\$ 697,954.00
LRTA Gallagher & Maguire Roof	YES	Lowell Regional Transit	Mar-22	MA	\$ 299,487.00
NUWCD New Isopar	YES	Structural Associates	Sep-21	RI	\$ 132,562.00
RI Convent Ctr	YES	SMG RI	May-20	RI	\$ 3,713,596.00
Sage Park Middle Sch	YES	Town of Windsor	Aug-21	CT	\$ 1,525,576.00
SCSU New Health	YES	Skanska USA Building Inc.	Apr-22	CT	\$ 685,438.00
Sedgwick Middle Sch	YES	Town of West Hartford	Aug-21	CT	\$ 548,900.00
Sisson Ave Firehouse	YES	City of Hartford	Mar-22	CT	\$ 274,296.00
Stonington Middle Sch	YES	Stonington Public Schools	Sep-21	CT	\$ 931,670.00
Uconn Gant Phase 1	YES	Whiting Turner	Feb-22	CT	\$ 975,526.00
Uconn NW SCI Quad	YES	Bond Brothers Inc.	Apr-22	CT	\$ 520,044.00
USPS Boston IMC	YES	Roth Brothers Inc.	Nov-21	MA	\$ 150,573.00


AIA Document A310™ – 2010
Bid Bond**CONTRACTOR:**

(Name, legal status and address)

Silktown Roofing, Inc.
27 Pleasant St.
Manchester, CT 06040

OWNER:

(Name, legal status and address)

Town of Fairfield
Connecticut

SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company
The Hartford - Bond Claim Department
One Hartford Plaza, T-11
Hartford, CT 06155

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

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

BOND AMOUNT: 5% of the attached bid**PROJECT:**

(Name, location or address, and Project number, if any)

Partial Roof Replacement Riverfield Elementary School, 1625 Mill Plain Rd,
Fairfield, CT Bid # 2023-90

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 21st day of February, 2023

(Witness)

(Witness)

(Principal)

John C. McConville, President

(Title)

(Surety)

Jeri A. Caron, Attorney-in-Fact

(Title)



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: SINCLAIR RISK & FINANCIAL SVCS LLC

Agency Code: 02-021659

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Jeri A. Caron of Wallingford, Connecticut, its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 02BCSI27383

Naming Silkdown Roofing, Inc. as Principal,
and Town of Fairfield as Oblige,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

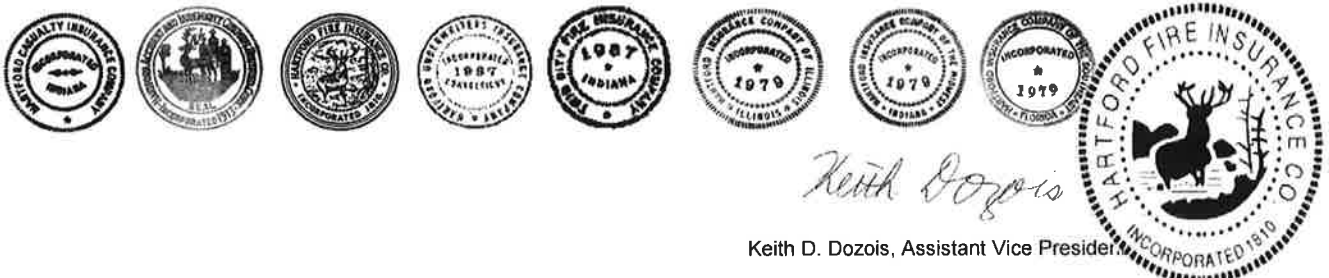


Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 21, 2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sinclair Insurance Group, Inc. 35 Thorpe Ave Ste 200 Wallingford CT 06492 License#: 2328358 SILKROO-05	CONTACT NAME: Renee Wozniak PHONE (A/C, No, Ext): 203-284-3226 FAX (A/C, No): 203-284-3226 E-MAIL ADDRESS: rwozniak@srfm.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : National Fire Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : American Casualty of Reading</td> <td>20427</td> </tr> <tr> <td>INSURER C : Indemnity Ins Co of N America</td> <td>43575</td> </tr> <tr> <td>INSURER D : Zurich Insurance</td> <td>16535</td> </tr> <tr> <td>INSURER E : Allied World Assurance Co.</td> <td>22730</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Co. of Hartford	20478	INSURER B : American Casualty of Reading	20427	INSURER C : Indemnity Ins Co of N America	43575	INSURER D : Zurich Insurance	16535	INSURER E : Allied World Assurance Co.	22730	INSURER F :	
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INSURER E : Allied World Assurance Co.	22730														
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 1250418825 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY				5092135340	5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE	X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
					MED EXP (Any one person)				\$ 15,000	
	X	Contractual Liab			PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE				\$ 2,000,000	
		POLICY	X	PRO-JECT					LOC	PRODUCTS - COMP/OP AGG
	X	OTHER: NO Residen Excl							\$	
A	AUTOMOBILE LIABILITY					C 5092135337	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X	ANY AUTO			BODILY INJURY (Per person)				\$	
		OWNED AUTOS ONLY		SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$	
	X	HIRED AUTOS ONLY	X	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)				\$	
	X	CA9948							\$	
C	X	UMBRELLA LIAB	X	OCCUR		N1106940A	5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 5,000,000
		EXCESS LIAB		CLAIMS-MADE	AGGREGATE				\$ 5,000,000	
		DED	X	RETENTION \$ 10,000					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC 5 92135354	5/1/2022	5/1/2023	PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)								E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D E	Excess Liability Poll/Prof Incl MOLD					AEC3140017 0310-6855	5/1/2022 5/1/2022	5/1/2023 5/1/2023	Ea Occ/Aggregate Aggregate Limit	5,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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**STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION**

This is your Major Contractor registration certificate for your records. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable. Questions regarding this registration can be emailed to the Occupational & Professional Licensing Division at dcp.occupationalprofessional@ct.gov.

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can update your email address or print a duplicate certificate by logging into your account with your User ID and Password at www.elicense.ct.gov.

Mailing address:

**SILKTOWN ROOFING INC
27 PLEASANT ST
MANCHESTER, CT 06040-5891**

Email on file to be used for receiving all notices from this office:

kim@silktownroofing.com



BID #2023-90 DESC: Roof Replacement - Riverfield Elementary School DATE: 2/21/2023 TIME: 11:00:00 AM	TOWN OF FAIRFIELD BID RESULTS					
	Barrett Inc. Danbury, CT	Greenwood Industries, Inc. Worcester, MA	The Imperial Company, Restoration Contractor, Inc. Cromwell, CT	Silktown Roofing, Inc. Manchester, CT	United Roofing and Sheet Metal, Inc. Brookfield, CT	Young Developers, LLC Hamden, CT
DESCRIPTION						
Base bid:						
Entire Project for the Total Cost of:	\$1,676,900.00	\$1,576,000.00	\$1,388,065.00	\$1,208,000.00	\$1,660,000.00	\$1,515,850.00
We will commence work on the project _____ calendar days after receipt of "Notice to Proceed" or signing of Contract, whichever is sooner. We will be able to substantially complete the project by the date indicated in the Invitation to Bid.	30 calendar days	45 calendar days	30 calendar days	10 calendar days	15 calendar days	30 calendar days
Allowances: Allowance 1: Metal Deck Replacement (part of base bid)	\$13,600.00	\$21,250.00	\$13,600.00	\$7,650.00	\$16,000.00	\$20,400.00
Alternates:						
Deduct Alternate #1: Twenty (20) Year Warranty: (Deduct from the Base Bid a Total of:)	\$1,250.00	\$10,000.00	\$2,500.00	\$8,000.00	\$1,000.00	\$1,750.00
The project schedule will be (increased/decreased) by _____ calendar days to complete the work indicated under Deduct Alternate 1.	0 calendar days	0 calendar days	0 calendar days	0 calendar days	0 calendar days	0 calendar days
Deduct Alternate #2: Roof "H" Deduct from the Base Bid a Total of:	\$123,000.00	\$40,000.00	\$99,000.00	\$109,000.00	\$100,000.00	\$79,680.00
The project schedule will be (increased/decreased) by _____ calendar days to complete the work indicated under Deduct Alternate 2.	0 calendar days	7 calendar days	0 calendar days	2 calendar days	5 calendar days	20 calendar days

BID #2023-90 DESC: Roof Replacement - Riverfield Elementary School DATE: 2/21/2023 TIME: 11:00:00 AM	TOWN OF FAIRFIELD BID RESULTS					
	Barrett Inc. Danbury, CT	Greenwood Industries, Inc. Worcester, MA	The Imperial Company, Restoration Contractor, Inc. Cromwell, CT	Silktown Roofing, Inc. Manchester, CT	United Roofing and Sheet Metal, Inc. Brookfield, CT	Young Developers, LLC Hamden, CT
DESCRIPTION						
Unit Prices:						
Metal roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	\$8.00 sf	\$12.50 sf	\$8.00 sf	\$4.50 sf	\$8 sf	\$12.00 sf
Add pressure treated wood blocking, as specified, cut to fit around roof structure and systems installed.	\$5.00 bf	\$9.50 bf	\$8.00 bf	\$8.50 bf	\$8 bf	\$4.50 bf
Deduct pressure treated wood blocking, as specified cut to fit around roof structure and system installed.	\$3.50 bf	\$7.50 bf	\$5.00 bf	\$6.50 bf	\$5 bf	\$3.80 bf
Bid Bond	YES	YES	YES	YES	YES	YES



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #1
RFP #2023-90
Roof Replacement – Riverfield Elementary School

16th February, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. A pre-bid meeting for this bid solicitation was held at 10:30am on Wednesday, February 7th, 2023 at 1625 Mill Plain Road, Fairfield, CT 06824. A copy of the sign-in sheet from the pre-bid meeting is posted on the Purchasing Department's page of the Town's website. For your convenience, a direct link to the sign-in sheet is provided below.

[2023-90 Pre-Bid Sign-In Sheet](#)

2. Correction: Please utilize the pricing information noted under the Town of Fairfield's Term and Conditions of Bid".

"Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of One Hundred and Fifty (150) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid."

Please disregard any reference to a ninety (90) day period for the acceptance by the Town of Fairfield of prices quoted for this project.

3. In addition to the responses below, please refer to the attached addendum #1 from Silver Petrucelli Architects.

Questions:

1. Who should be as Owner/Obligee on Bid Bond?

Response: The Owner/Obligee on the Bid Bond should be Town of Fairfield, 725 Old Post Road, Fairfield, CT 06824.

2. Is Bid Bond should be AIA form?

Response: An AIA form may be used as bid security for this RFP, however, the Town will also accept valid bid bond forms issued by surety companies that meet the criteria summarized below. This information can also be found on page 3 of the RFP document.

"All bonds, including payment and performance bonds when applicable, shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm "

ADDENDUM #1
RFP #2023-90
Roof Replacement – Riverfield Elementary School
(page 2 of 2)

3. Can you provide state funded portions to calculate set aside?

Response: Fairfield Public Schools' gross reimbursement rate from CT OSCGR is 26.09%

End of Addendum #1

Company: _____ Name: _____ Signature: _____ Date: _____

PARTIAL ROOF REPLACEMENT

**RIVERFIELD ELEMENTARY SCHOOL
1625 MILL PLAIN ROAD
FAIRFIELD, CT 06824
STATE PROJECT #051-0154 RR
BID #2023-90**

S/P+A PROJECT #21.150

DATE: February 14, 2023

The following changes to the Drawings and Project Specifications shall become a part of the Drawings and Project Specifications; superseding previously issued Drawings and Project Specifications to the extent modified by Addendum #1.

General Information:

- The deadline for RFIs was Monday, February 13, 2023, 11:00am.

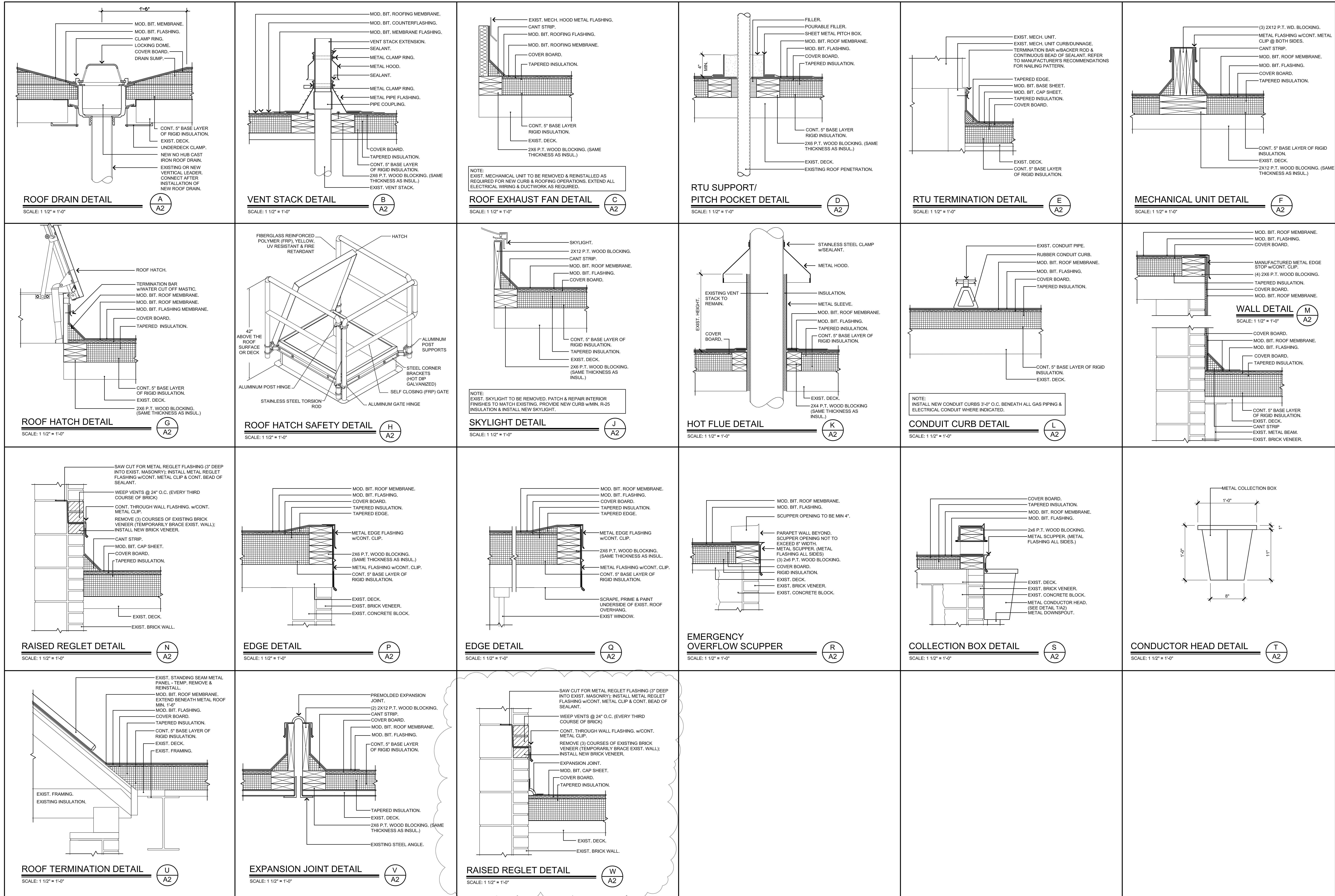
Changes to the Drawings:

- DRAWING A1, OVERALL ROOF PLAN, Overall Roof Plan 1:
 - Detail Tags between Roofs 'A' and 'H', revise all "N/A2" to read "V/A2" and delete "P/A2".
 - Detail Tags between Roof 'A' and Roof 'N.I.C.', revise all "N/A2" to read "W/A2". (*Per Internal Review*)
- DRAWING A2, ROOF DETAILS has been deleted in its entirety. A new DRAWING A2 has been added and it attached as part of this addendum.* (*Per Internal Review*)

The bid date remains unchanged by this addendum.

The addendum consists of one (1) page of 8½" x 11" text and one (1) 30" x 42" drawing*.

End of Addendum #1



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of March in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Fairfield
725 Old Post Road
Fairfield CT 06824

and the Contractor:
(Name, legal status, address and other information)

Silktown Roofing Inc.
151 Water Street
Derby CT 06418
Phone: 203-735-0552

for the following Project:
(Name, location and detailed description)

Riverfield Elementary School Partial Roof Replacement
1625 Mill Plain Road
Fairfield CT 06824
Bid #2022-90
State Project No. 051-0154 RR

The Architect:
(Name, legal status, address and other information)

Silver Petrucelli & Associates, Inc.
3190 Whitney Avenue
Hamden CT 06518
Phone: 203-230-9007

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

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- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph Deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Ten (10) calendar days after receipt of Notice to Proceed or signing of Contract whichever comes sooner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

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§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: August 19, 2023

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Paragraph Deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Two Hundred Eight Thousand Dollars and Zero Cents (\$ 1,208,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None.	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Allowance No. 1: Metal Deck Replacement (part of base bid)	\$7,650.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit
1. Metal roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add	SF	\$4.50
2. Add pressure treated wood blocking, as specified, cut to fit around roof structure and systems installed	BF	\$8.50
3. Deduct pressure treated wood blocking, as specified, cut to fit around roof structure and system installed	BF	\$6.50

Init.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages shall be as listed in S.I.B.1.1.B

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage of five (5) % plus CHRO retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

The 2% CHRO retainage will be returned in full after CHRO approves Silktown Roofing, Inc. affirmative action plan.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

If agreed to by the Owner

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

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

Init.

| (Paragraph Deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

| [X] Litigation in a court of competent jurisdiction

[] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

| None

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

| Gerald Foley, Purchasing Department
Town of Fairfield

Init.

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User Notes:

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725 Old Post Road
Fairfield CT 06824

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

John McConville, President
Silktown Roofing, Inc.
27 Pleasant Street
Manchester CT 06040
Phone: 860-647-0198

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance per the Owner's Instructions to Bidders in the specifications manual.

§ 8.5.2 The Contractor shall provide bonds per the Owner's Invitation to Bid in the specifications manual.

§ 8.6 Intentionally Omitted

(Paragraph Deleted)

§ 8.7 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

.2

AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs Deleted)

.3

Drawings

: See Exhibit "C" attached to this Agreement.

(Table Deleted)

.4 Specifications

: See Exhibit "B" attached to this Agreement.

Section	Title	Date	Pages
.5	Addenda, if any:		

Number	Date	Pages
1.	February 14, 2023	1

Init.

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User Notes:

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs Deleted)

(Paragraph Deleted)

(Table Deleted)

[X] Supplementary and other Conditions of the Contract: See Exhibit "A" attached to this Agreement.

Document	Title	Date	Pages
----------	-------	------	-------

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

None

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Brenda L. Kupchick, First Selectwoman
(Printed name and title)

CONTRACTOR (Signature)

John McConville President
(Printed name and title)

OWNER(Signature)

Gerald Foley, Director of Purchasing
(Printed name and title)

Init.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Riverfield Elementary School Partial Roof Replacement
1625 Mill Plain Road Fairfield CT 06824
Bid #2023-90 State Project No. 051-0154 RR

THE OWNER:

(Name, legal status and address)

Town of Fairfield
725 Old Post Road Fairfield CT 06825

THE ARCHITECT:

(Name, legal status and address)

Silver Petrucelli & Associates Inc.
3190 Whitney Avenue Hamden CT 06518

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

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

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

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User Notes:

(1718112562)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

PARTIAL ROOF REPLACEMENT

RIVERFIELD ELEMENTARY SCHOOL
1625 MILL PLAIN ROAD
FAIRFIELD, CT 06824
STATE PROJECT #051-0154 RR
BID #2023-90

S/P+A PROJECT #21.150

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PARTIAL ROOF REPLACEMENT

RIVERFIELD ELEMENTARY SCHOOL
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PARTIAL ROOF REPLACEMENT

**RIVERFIELD ELEMENTARY SCHOOL
1625 MILL PLAIN ROAD
FAIRFIELD, CT 06824
STATE PROJECT #051-0154 RR
BID #2023-90**

S/P+A PROJECT #21.150

<u>Drawing Number</u>	<u>Drawing Name</u>
	COVER SHEET
C1	CODE INFORMATION
A1	ROOF PLAN
A2	ROOF DETAILS
HBM-01	HAZARDOUS BUILDING MATERIALS ABATEMENT PLAN

END OF DRAWING LIST

PROJECT NAME: _____

PARTIAL ROOF REPLACEMENT AT:
RIVERFIELD ELEMENTARY SCHOOL
1625 MILL PLAIN ROAD
FAIRFIELD, CONNECTICUT 06824

PROJECT LOCATION: _____



DRAWING LIST

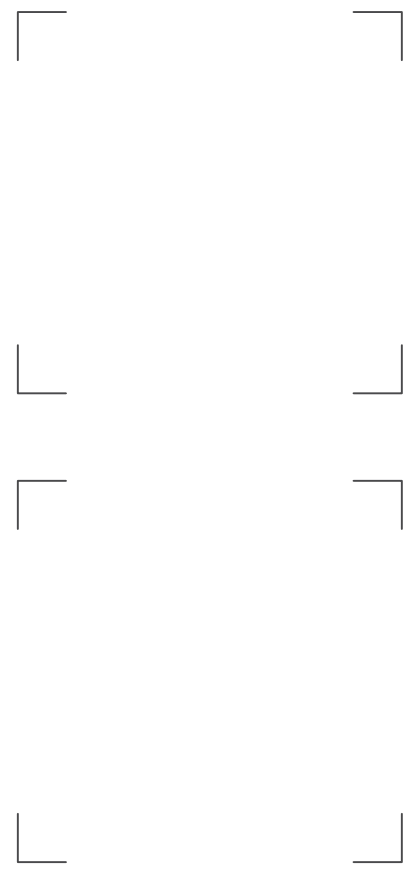
COVER SHEET

CODE:
C1 CODE INFORMATION

ARCHITECTURAL:
A1 ROOF PLAN
A2 ROOF DETAILS

ENVIRONMENTAL:
HBM-01 HAZARDOUS BUILDING MATERIALS ABATEMENT PLAN

ARCHITECT
SILVER PETRUCELLI & ASSOC.
3190 WHITNEY AVENUE, HAMDEN CT 06518
311 STATE STREET NEW LONDON, CT 06320
PHONE 203 230 9007 silverpetrucelli.com



SILVER PETRUCELLI + ASSOCIATES

3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
203 230 9007 silverpetrucelli.com

CONSTRUCTION DOCUMENT SUBMISSION: 10/28/2022
ISSUED FOR BID: 01/03/2023

STATE PROJECT 051-0154 RR

CODE INFORMATION

DATE OF ORIGINAL CONSTRUCTION

1963

DATE OF ADDITION

1. GROUP CLASSIFICATION (CHAPTER 3)

(PRIMARY)

E-EDUCATIONAL

(INCIDENTAL)

A3-ASSEMBLY

2. CONSTRUCTION TYPE (CHAPTER 6)

MINIMUM TYPE REQUIRED

2B

ACTUAL TYPE PROVIDED (EXISTING)

--

(NEW)

2B

3. BUILDING HEIGHT (CHAPTER 5)

ALLOWABLE HEIGHT (STORY/FEET)

3/75'-0"

ACTUAL HEIGHT (STORY/FEET)

1/50'-0"

(STORIES ABOVE GRADE)

2

4. BUILDING AREA (CHAPTER 5)

A) BUILDING AREA (FIRST)

EXISTING CONSTRUCTION

61,135

sq.ft.

NEW CONSTRUCTION

0

sq.ft.

TOTAL FLOOR

61,135

sq.ft.

B) BUILDING AREA (SECOND)

EXISTING CONSTRUCTION

61,135

sq.ft.

NEW CONSTRUCTION

0

sq.ft.

TOTAL FLOOR

61,135

sq.ft.

TOTAL (ALL FLOORS)

61,135

sq.ft.

5. AREA MODIFICATIONS TO TABLE 503

(FOR EACH SEPARATE BUILDING AS DEFINED BY FIRE WALLS AND/OR EXTERIOR WALLS)

NA

6. CASE 1 - SINGLE OCCUPANCY OR NONSEPARATED USES (302.3.1)

(ALLOWABLE AREA 506.4)

NA

7. CASE 2 - MIXED OCCUPANCY SEPARATED USES (302.3.2)

(ALLOWABLE AREA 506.4)

NA

8. FIRE-RESISTANCE RATED REQUIREMENTS FOR BUILDING ELEMENTS

(TABLE 601, SEE CODE PLANS FOR SPECIFIC DESIGNATIONS)

1. STRUCTURAL FRAME, INCLUDING COLUMNS, GIRDERS, TRUSSES

0

Hr(s)

2. BEARING WALLS: EXTERIOR (TABLE 602)

0/1

Hr(s)

INTERIOR

0

Hr(s)

3. NONBEARING WALLS & PARTITIONS EXTERIOR (TABLE 602)

0/1

Hr(s)

4. NONBEARING WALLS & PARTITIONS INTERIOR

0

Hr(s)

5. FLOOR CONSTRUCTION (INCLUDING SUPPORTING BEAMS & JOISTS)

0

Hr(s)

6. ROOF CONSTRUCTION (INCLUDING SUPPORTING BEAMS & JOISTS)

0

Hr(s)

9. OCCUPANCY LOAD

DESIGN TOTAL FOR BASEMENT

NA

TOTAL EXIT CAPACITY FOR BASEMENT

NA

DESIGN TOTAL FOR FIRST FLOOR

NA

TOTAL EXIT CAPACITY FOR FIRST FLOOR

NA

DESIGN TOTAL FOR BUILDING

NA

TOTAL EXIT CAPACITY FOR BUILDING

NA

10. MODIFICATIONS

APPROVED

NOT APPROVED

APPROVED

NOT APPROVED

APPROVED

NOT APPROVED

11. ACCESSIBLE BUILDING

X

DESIGNATED

NON DESIGNATED

12. MINIMUM PLUMBING FIXTURE COUNT (I.P.C. CHAPTER 4)

FOR EACH TYPE OF OCCUPANCY PER ENTIRE FACILITY

GROUP "A3" OCCUPANCY (DESIGN LOAD = NA)

REQUIRED

PROVIDED

W/C MALE

NA

NA

W/C FEMALE

NA

NA

LAVS

NA

NA

D/F

NA

NA

W/C UNISEX

NA

NA

LAVS UNISEX

NA

NA

GROUP "E" OCCUPANCY, (DESIGN LOAD = NA)

W/C

NA

NA

LAVS

NA

NA

D/F

NA

NA

(TOTAL DESIGN LOAD FOR ENTIRE FACILITY = NA)

YES

NO

YES

NO

13. ENTIRE BUILDINGS SPRINKLERED

YES

NO

YES

NO

14. THRESHOLD BUILDING CONDITIONS

YES

NO

YES

NO

15. CODES TO WHICH THIS PROJECT WAS DESIGNED

State Building Code

2021 IBC CTIBC/2022 AMEND.

State Mechanical Code

2017 ICC

State Plumbing Code

2015 IPC

State Energy Conservation Code

2015 IECC

State Electrical Code

2020 NFPA 70

State Health Code

MOST CURRENT

OSHA

MOST CURRENT

Section 504

CURRENT

ADA

MOST CURRENT

ANSI 117.1

MOST CURRENT

16. BUILDING AREAS FOR GRANT CALCULATION (ENTIRE FACILITY)

(MEASURED TO INSIDE FACE OF EXTERIOR WALLS)

EXISTING UNRENOVATED CONSTRUCTION

0

SQ.FT.

EXISTING RENOVATED CONSTRUCTION

0

SQ.FT.

EXISTING BEING DEMOLISHED

0

SQ.FT.

TOTAL EXISTING CONSTRUCTION

61,135

SQ.FT.

TOTAL NEW CONSTRUCTION

0

SQ.FT.

TOTAL FACILITY

61,135

SQ.FT.

OPEN AREAS (NOT INCLUDED IN TOTAL FACILITY)

NA

NA

SQ.FT.

17. TOTAL CONSTRUCTED BUILDING AREA (OUTSIDE FACE OF EXTERIOR WALLS INCLUDING OPEN AREAS ABOVE)

NA

SQ.FT.

FIRE SAFETY CODE DATA:

1. CLASSIFICATION OF OCCUPANCY

EDUCATIONAL/ASSEMBLY

2. MINIMUM CONSTRUCTION REQUIRED

2B

ACTUAL CONSTRUCTION PROVIDED

2A

3. NOTIFICATION / ALARMS (CFSC 2005, NFPA 72, NATIONAL FIRE ALARM CODE 2002)

YES

X

NO

4. DETECTION (CFSC 2005, NFPA 72, NATIONAL FIRE ALARM CODE 2002)

YES

X

NO

5. EXTINGUISHMENT REQUIREMENTS (NFPA 13, 2002)

YES

X

NO

MEANS OF EGRESS

MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT IBC TABLE 1004.1.2

USE

FLOOR AREA IN S.F. PER OCCUPANT

1. CLASSROOMS

20 S.F. NET

2. SHOPS & VOCATIONAL

50 S.F. NET

3. ASSEMBLY

WITHOUT FIXED SEATS

7 S.F. NET

TABLES AND CHAIRS

15 S.F. NET

4. PLATFORMS

15 S.F. NET

5. LIBRARY

READING ROOMS

50 S.F. NET

STACK AREA

100 S.F. GROSS

6. LOCKER ROOMS

50 S.F. GROSS

7. MECHANICAL AREAS

300 S.F. GROSS

8. STORAGE

300 S.F. GROSS

9. BUSINESS AREAS

100 S.F. GROSS

10. Courtyards

15 S.F. NET

MAXIMUM LENGTH OF EXIT TRAVEL

1. I.B.C. TABLE 1015.1

250 feet

SYMBOL LEGEND

PLAN SECTION DETAIL OR ELEVATION - SHEET NUMBER

INDICATES SLOPE DIRECTION OF TAPERED INSULATION AT 2 PER FOOT.

TAPERED INSULATION CRICKET SLOPED AT 2 PER FOOT.

INDICATES SLOPE DIRECTION & INDICATES EXISTING ROOF PITCH.

NOT IN CONTRACT SCOPE.

WALKWAY PADS. SEE CONSTRUCTION NOTE #2.

EXISTING ROOF DRAIN TO BE REMOVED. SEE DEMOLITION NOTES.

NEW ROOF DRAIN TO BE INSTALLED. SEE DETAIL AIA2.

EMERGENCY OVERFLOW SCUPPER. SEE DETAIL RA2.

COLLECTION BOX. SEE DETAIL SIA2.

METAL DOWNSPOUT. SEE CONSTRUCTION NOTE #4.

EXISTING VENT STACK. SEE DETAIL BIA2.

EXISTING ROOFTOP FAN UNIT. SEE DETAIL CIA2.

EXISTING MECHANICAL UNIT. SEE DETAIL FIA2.

EXISTING ROOFTOP MECHANICAL UNIT. SEE DETAIL EIA2.

ROOF HATCH. SEE DETAIL GIA2.

EXISTING HOT FLUE. SEE DETAIL KIA2.

EXISTING METAL STAIRCASE. SEE CONSTRUCTION NOTE #5.

ABANDONED MECH. UNIT CURB. SEE CONSTRUCTION NOTE #6.

EXISTING GAS PIPING. SEE CONSTRUCTION NOTE #3.

EXISTING DUCTWORK. SEE DETAIL DIA2.

SKYLIGHT. SEE DETAIL JIA2.

PITCH POCKET. SEE DETAIL DIA2.

EXISTING LADDER TO REMAIN.

GENERAL NOTES

- ALL FLAT ROOFS TO RECEIVE 2 PER FOOT TAPERED RIGID INSULATION MINIMUM UNLESS OTHERWISE NOTED.
- FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
- ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED "EXISTING".
- ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED. (P.T.)
- ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
- ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 8" (VERTICAL OR HORIZONTAL)
- CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS w/A LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
- CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PIERCED OR DAMAGED.
- CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT w/NO ADDITIONAL COST TO OWNER.
- SITE AREAS DISTURBED SHALL BE CLEANED & RE-LEVELED, w/LAWN AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEEDD AS REQUIRED TO MATCH ADJACENT CONDITIONS.
- CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING w/NO ADDITIONAL COST TO THE OWNER.
- SNAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST MANHOLE OUTSIDE OF BUILDING.
- ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 2 PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
- CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & RE-INSTALLATION OF ALL HVAC UNITS INCLUDING ANY ELECTRICAL OR MECHANICAL CONNECTIONS. THIS MAY INCLUDE THE EXTENSION OF EXISTING ELECTRICAL & DUCTWORK SYSTEMS TO ACCOMMODATE NEW MECHANICAL UNIT CURBING & NEW ROOFING SYSTEM.
- SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
- ALL DRAIN PIPING IS INSULATED ABOVE THE CEILINGS. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD. MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.
- NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
- ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK TO BE REMOVED & REINSTALLED.

DEMOLITION NOTES

- REMOVE ALL EXISTING STONE BALLAST BUILT-UP ROOFING SYSTEM, 2" HARDBOARD, & 1/2" OF POLYISO INSULATION. V.I.F.
- REMOVE ALL EXISTING STONE BALLAST BUILT-UP ROOFING SYSTEM, 2" PERLITE BOARD & 2" OF POLYISO INSULATION. V.I.F.
- REMOVE ALL EXISTING STONE BALLAST BUILT-UP ROOFING SYSTEM, 2" HARDBOARD & 2" OF POLYISO INSULATION. V.I.F.
- REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.
- REMOVE EXISTING ROOF DRAINS & SLUMP.

CONSTRUCTION NOTES

- CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
- WALKWAY PADS TO BE INSTALLED. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXACT ROUTE w/OWNER & ARCHITECT.
- EXISTING GAS PIPING TO BE DISCONNECTED & PURGED. RAISE EXISTING GAS PIPING AS REQUIRED TO ACCOMMODATE NEW ROOFING INSULATION HEIGHTS. PROVIDE NEW PIPING EXTENSIONS, JOINTS, & FITTINGS & RECONNECT TO EXISTING GAS MAIN. INSTALL ALL EXIST. & NEW GAS PIPING ON NEW PIPE CURBS 24" O.C. - SEE LUG, PRIME & PAINT ALL EXISTING & NEW GAS PIPING. SEE PROJECT MANUAL.
- NEW METAL DOWNSPOUT, PROVIDE CONCRETE SPLASH BLOCK. SEE PROJECT MANUAL.
- TEMPORARILY REMOVE EXISTING METAL STAIRCASE. RE-INSTALL IN EXISTING LOCATION. MODIFY AS REQUIRED FOR NEW ROOF INSULATION HEIGHT.
- REMOVE ABANDONED MECHANICAL UNIT CURB DOWN TO EXISTING METAL DECK. INFILL OPENING WITH NEW CORRUGATED METAL DECK TO MATCH THE EXISTING. SEE PROJECT MANUAL.
- SCRAPE, PRIME & PAINT UNDERSIDE OF EXISTING ROOF OVERHANG. SEE PROJECT MANUAL.

ROOF AREAS

ROOF "A" 28,135 SF.
ROOF "B" 3,148 SF.
ROOF "C" 3,140 SF.
ROOF "H" 2,550 SF.

TOTAL ROOF AREAS: 33,983 SF.
THIS AREA IS APPROXIMATE - V.I.F.
IECC CODE REQUIREMENT R-VALUE MIN. R-30
CONNECTICUT ZONE 2B
CRISC REQUIREMENT: R-30 U-0.0333

CODE INFORMATION

USE GROUP: E
CONSTRUCTION CLASS: 2A
RISK CATEGORY #3
ULTIMATE DESIGN WIND SPEED: 135 MPH
NOMINAL DESIGN WIND SPEED: 105 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM); ROOF ASSEMBLY
CLASSIFICATION OF NON-COMBUSTIBLE
CONSTRUCTION WIND UPLIFT REQUIREMENT OF 140 FOR FIELD, 140 FOR PERIMETER AND 120 FOR CORNERS, IN ACCORDANCE WITH FM
PROPERTY LOSS PREVENTION DATA SHEETS 1-28.

ROOF ASSEMBLY

OUTSIDE AIR 0.17
ROOF MEMBRANE 0.33
COVER BOARD 2.20
5" POLYISO INSUL. 26.7
EXISTING DECK 1.23
INSIDE AIR 0.61

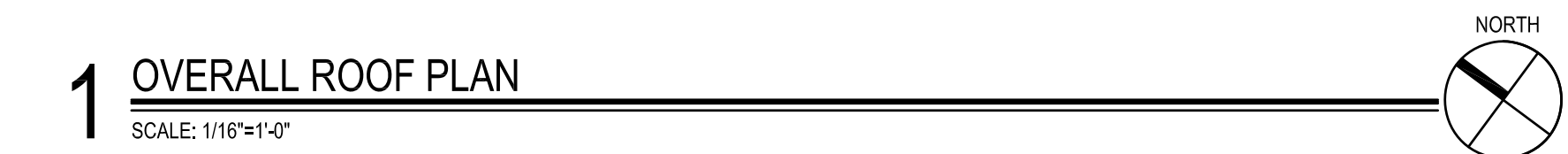
R-VALUE TOTAL 34.24

Project Title:
PARTIAL ROOF REPLACEMENT AT:
RIVERFIELD ELEMENTARY SCHOOL
1625 MILL PLAIN ROAD
FAIRFIELD, CONNECTICUT 06824

SILVER PETRUCCELLI + ASSOCIATES
3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
203 230 9007 silverpetrucci.com

Revision	Description	Date	Revised By
	-	-	

Drawing Title:	Date:	Drawing Number:
CODE INFORMATION	OCTOBER 28, 2022	C1
STATE PROJECT 051-0154 RR	Scale: 1/8"=1'-0"	
	Drawn By: KLINSLEY	
	Project Number: 21,150	



- GENERAL NOTES

1. ALL FLAT ROOFS TO RECEIVE 2" PER FOOT TAPERED RIGID INSULATION MINIMUM UNLESS OTHERWISE NOTED.
2. FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
3. ALL MATERIALS ARE NEW UNLESS OTHERWISE TEST NOTED "EXISTING".
4. ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED. (P.T.)
5. ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
6. ALL MEMBRANE FLASHING NOTED IS TO EXTEND A MINIMUM OF 8" (VERTICAL OR HORIZONTAL)
7. CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS w/ LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPE INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
8. CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PERCED OR DAMAGED.
9. CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT TO WILL REPLACE ANY & ALL DAMAGED EQUIPMENT w/NO ADDITIONAL COST TO OWNER.
10. SITE AREAS DISTURBED SHALL BE CLEARED & RE-VEGETED, w/ MATCH AREAS MAGNETICALLY RATED TO REMOVE ANY METAL DEBRIS & BE SEENED AS REQUIRED TO AVOID ADJACENT CONDITIONS.
11. CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING w/NO ADDITIONAL COST TO THE OWNER.
12. SNAKE/CLEAN OUT ALL EXISTING VENTILATION & DRAINAGE LEADERS OUT TO NEAREST MANHOLE OUTSIDE OF BUILDING.
13. ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 1" PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
14. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & RE-INSTALLATION OF ALL HVAC UNITS INCLUDING ANY ELECTRICAL, OR MECHANICAL CONNECTIONS. THIS MAY INCLUDE THE EXTENSION OF EXISTING ELECTRICAL & DUCTWORK SYSTEMS TO ACCOMMODATE NEW MECHANICAL UNIT CURSING & NEW ROOFING SYSTEM.
15. SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
16. ALL DRAIN PIPES IS INSULATED ABOVE THE CEILING. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD, MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.
17. NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
18. ALL LANTERNES, CONDOLIS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK TO BE REMOVED & RE-INSTALLED.

1. REMOVE ALL EXISTING STONE BALLAST BUILT-UP ROOFING SYSTEM, 2" HARDBOARD, & 1 1/2" OF POLYSO INSULATION. V.I.F.
2. REMOVE ALL EXISTING STONE BALLAST BUILT-UP ROOFING SYSTEM, 2" PERLITE BOARD & 2" OF POLYSO INSULATION. V.I.F.
3. REMOVE ALL EXISTING STONE BALLAST BUILT-UP ROOFING SYSTEM, 2" HARDBOARD & 2" OF POLYSO INSULATION. V.I.F.
4. REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.
5. REMOVE EXISTING ROOF DRAINS & SUMP.

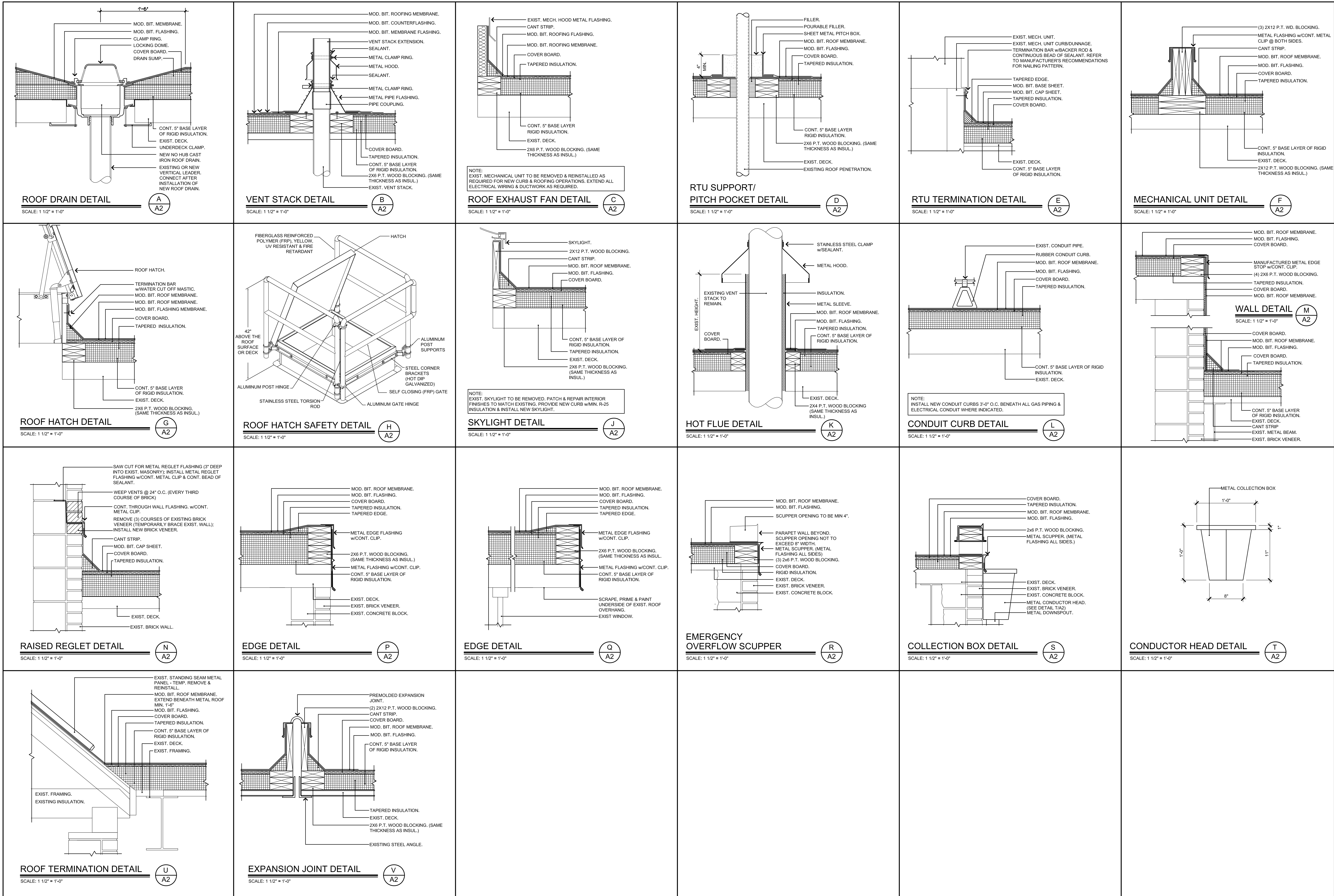
1. CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
2. WALKWAY PADS TO BE INSTALLED. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXIST ROUTE W/OWNER & ARCHITECT.
3. EXISTING GAS PIPING TO BE DISCONNECTED & PURGED. RAISE EXISTING GAS PIPING AS REQUIRED TO ACCOMMODATE NEW ROOFING INSULATION HEIGHTS. PROVIDE NEW PIPING EXTENSIONS, JOINTS, & FITTINGS & REPIPE CURBS TO EXIST MAIN. INSTALL ALL EXIST. & NEW GAS PIPING ON NEW CURBS 24" O.C. - SEE L&P. PRIME & PAINT ALL EXISTING & NEW GAS PIPING. SEE PROJECT MANUAL.
4. NEW METAL DOWNSPOUT. PROVIDE CONCRETE SPLASH BLOCK. SEE PROJECT MANUAL.
5. TEMPORARILY REMOVE EXISTING METAL STAIRCASE. RE-INSTALL IN EXISTING LOCATION. MODIFY AS REQUIRED FOR NEW ROOF INSULATION HEIGHT.
6. REMOVE ABANDONED MECHANICAL UNIT CURB DOWN TO EXISTING METAL DECK. INFILL OPENING WITH NEW CORRUGATED METAL DECK TO MATCH THE EXISTING. SEE PROJECT MANUAL.
7. SCRAPE, PRIME & PAINT UNDERSIDE OF EXISTING ROOF OVERHANG. SEE PROJECT MANUAL.

TOTAL ROOF AREAS: 33,965 SF.	EXISTING DECK	1.23
THIS AREA IS APPROXIMATE - V.I.F	INSIDE AIR	0.61

USE GROUP: E
CONSTRUCTION CLASS: 2A
RISK CATEGORY #3
ULTIMATE DESIGN WIND SPEED: 135 MPH
NOMINAL DESIGN WIND SPEED: 105 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FME): ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION, WIND UPLIFT REQUIREMENT OF I-60 FOR FIELD, I-90 FOR PERIMETER AND I-120 FOR CORNERS, IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28



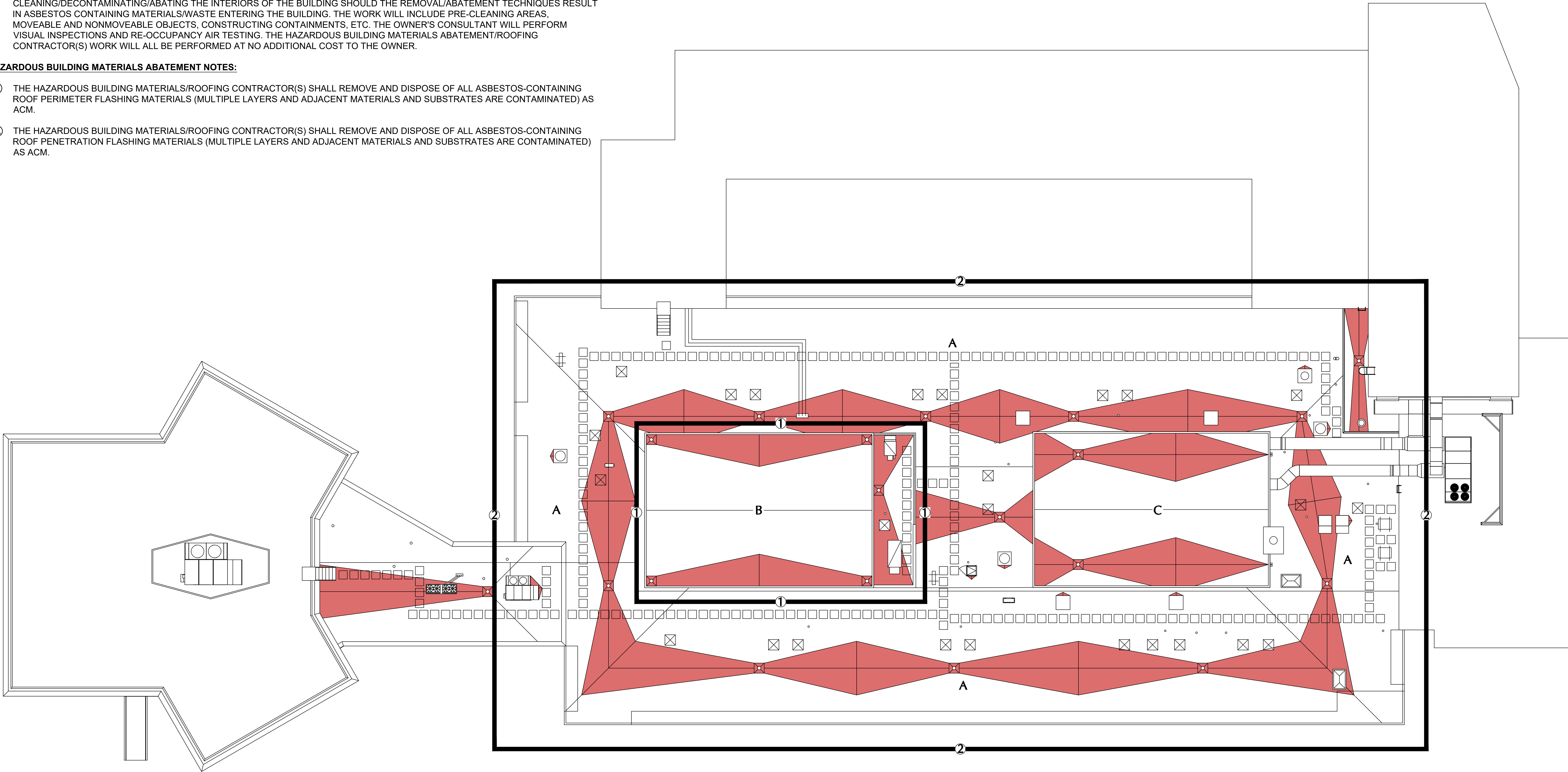


GENERAL NOTES:

1. THE HAZARDOUS BUILDING MATERIALS ABATEMENT/ROOFING CONTRACTOR(S) IS/ARE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING CONDITIONS AND FOR NOTIFYING THE CONSULTANT OF ANY DISCREPANCIES PRIOR TO FINALIZING BID.
2. THE HAZARDOUS BUILDING MATERIALS ABATEMENT/ROOFING CONTRACTOR(S) IS/ARE RESPONSIBLE FOR REMOVING ALL LAYERS OF ROOFING MATERIALS (AND CLEANING ADJACENT SUBSTRATES TO REMAIN) AND DISPOSING OF AS ASBESTOS CONTAINING MATERIALS. THE HAZARDOUS BUILDING MATERIALS ABATEMENT/ROOFING CONTRACTOR(S) MUST PERFORM ENOUGH DEMOLITION TO ACCESS ALL ASBESTOS CONTAINING MATERIALS TO BE REMOVED THAT IS AFFECTED BY WORK.
3. THE HAZARDOUS BUILDING MATERIALS ABATEMENT/ROOFING CONTRACTOR(S) IS/ARE RESPONSIBLE FOR COORDINATING ABATEMENT WORK WITH THE GENERAL AND DEMOLITION CONTRACTORS, CONSTRUCTION MANAGER, BUILDING OWNER, ARCHITECTS, ENGINEERS AND CONSULTANTS.
4. THE HAZARDOUS BUILDING MATERIALS ABATEMENT/ROOFING CONTRACTOR(S) IS/ARE RESPONSIBLE FOR CLEANING/DECONTAMINATING/ABATING THE INTERIORS OF THE BUILDING SHOULD THE REMOVAL/ABATEMENT TECHNIQUES RESULT IN ASBESTOS CONTAINING MATERIALS/WASTE ENTERING THE BUILDING. THE WORK WILL INCLUDE PRE-CLEANING AREAS, MOVEABLE AND NONMOVEABLE OBJECTS, CONSTRUCTING CONTAINMENTS, ETC. THE OWNER'S CONSULTANT WILL PERFORM VISUAL INSPECTIONS AND RE-OCCUPANCY AIR TESTING. THE HAZARDOUS BUILDING MATERIALS ABATEMENT/ROOFING CONTRACTOR(S) WORK WILL ALL BE PERFORMED AT NO ADDITIONAL COST TO THE OWNER.

HAZARDOUS BUILDING MATERIALS ABATEMENT NOTES:

- ① THE HAZARDOUS BUILDING MATERIALS/ROOFING CONTRACTOR(S) SHALL REMOVE AND DISPOSE OF ALL ASBESTOS-CONTAINING ROOF PERIMETER FLASHING MATERIALS (MULTIPLE LAYERS AND ADJACENT MATERIALS AND SUBSTRATES ARE CONTAMINATED) AS ACM.
- ② THE HAZARDOUS BUILDING MATERIALS/ROOFING CONTRACTOR(S) SHALL REMOVE AND DISPOSE OF ALL ASBESTOS-CONTAINING ROOF PENETRATION FLASHING MATERIALS (MULTIPLE LAYERS AND ADJACENT MATERIALS AND SUBSTRATES ARE CONTAMINATED) AS ACM.



Project Title:

PARTIAL ROOF REPLACEMENT AT:
RIVERFIELD ELEMENTARY SCHOOL
1625 MILL PLAIN ROAD
FAIRFIELD, CONNECTICUT 06824



SILVER PETRUCELLI + ASSOCIATES

3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
203 230 9007 silverpetrucci.com

Revision:	Description:	Date:	Revised By:

Drawing Title:

**Hazardous Building
Materials Abatement Plan**

STATE PROJECT 051-0154 RR

Date: Drawing Number:

OCTOBER 28, 2022

Scale:

Drawn By:

HHG/MM

Project Number:
21.150

HBM-01



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:


On Wednesday, 1st March 2023, the Purchasing Authority recommended an award of bid number 2023-114 Roof Replacement – Roger Sherman Elementary School – Fairfield Public Schools, to Silktown Roofing, for the base bid amount of \$1,719,000.00, to fully replace the existing roof areas, at Roger Sherman Elementary School, as specified in the plans and specification documents prepared by Silver Petrucelli + Associates.

The Special Projects Standing Building Committee (SPSBC) voted to award the contract to Silktown Roofing, Inc. at their meeting held on Monday, 27th February, 2023.

Silktown Roofing, Inc. is the lowest responsive and responsible bidder meeting the requirements of this bid solicitation process.

The award of the contract to Silktown Roofing, Inc. may be subject to the review and approval of the Board of Selectmen.


Brenda L. Kupchick, First Selectwoman


Adam B. Tulin, Director of Purchasing



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2023-114

State Project No. 051-0153 RR

Roof Replacement – Roger Sherman Elementary School

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted February 21, 2023

SEALED BIDS are subject to the standard instructions set forth on the attached sheets.

Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.


First Selectwoman


Director of Purchasing

2/2/2023
Date

Bidder:

Silktown Roofing, Inc.

Doing Business As (Trade Name)

27 Pleasant Street

Address

Manchester, CT 06040

Town, State, Zip

Mr. John C. McConville, President

(Mr. / Ms.) Name and Title Printed

Signature

(860) 647-0198

Telephone

(860) 646-0775

Fax

john@silktownroofing.com

E-mail



Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Tuesday, 21st February, 2023

To provide labor, materials, equipment, and all else necessary, to fully replace the existing roof areas, as noted in plans and specifications, at Roger Sherman Elementary School, as specified in the attached contract documents prepared by Silver Petrucelli + Associates.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2023-114" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

Interpretation of correction of proposed Contract Documents will be made only by Addendum posted to the Town of Fairfield, Purchasing Department website: www.fairfieldct.org/purchasing.

The Town will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda (where issued) acknowledged.
- List of references where projects performed of comparable size and scope within the past three (3) years.
- List of all proposed Subcontractors identifying each trade, hourly rates, and Tax ID number. (All Subcontractors are subject to approval by the Town prior to award of contract.)
- Complete list of scheduled values for all lump sum amounts.
- Proposal includes Prevailing Wage Rates as appended to this document.
- DAS Pre-Qualification Certificate and Update (Bid) Statement.
- Bid Bond or equal approved security.
- Stated exceptions (if any are to apply).

The Bidder hereby certifies that any and all defects, errors, inconsistencies, or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith.

John C. McConville

Name of Authorized Representative (Printed)

President

Title

Signature

February 21, 2023

Date



ADDENDUM #1
RFP #2023-90
Roof Replacement – Roger Sherman Elementary School
(page 2 of 2)

3. Can you provide state funded portions to calculate set aside?

Response: Fairfield Public Schools' gross reimbursement rate from CT OSCGR is 26.09%

End of Addendum #1

Company: Silktown Roofing, Inc. Name: John C. McConville, President Signature: _____ Date: February 16, 2023





Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #2 RFP #2023-114

Roof Replacement – Roger Sherman Elementary School

17th February, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. Please refer to the attached addendum #2 from Silver Petrucelli Architects.

End of Addendum #2

Company: Silktown Roofing, Inc. Name: John C. McConville, President Signature: _____ Date: February 21, 2023



REFERENCES

Provide reference details of most recent similar scope projects performed:

REFERENCE #1:

Name of Company Town of Fairfield - Roger Ludlowe Phone 203-255-7363
Contact Person Sal Morabito Cell _____
Company Address 501 Kings Highway Fax _____
Date work completed Summer 2022 Email smorabito@fairfieldschools.org

REFERENCE #2:

Name of Company Town of W. Hartford- Sedgwick MS Phone 860-828-9921
Contact Person Al Jacunski; Jacunski Humes Architects Cell _____
Company Address 15 Massirio Drive, #101 Berlin, CT Fax _____
Date work completed Summer 2022 Email wajacunski@jharchitects.net

REFERENCE #3:

Name of Company Town of W. Hartford - Hall HS Phone 860-561-7523
Contact Person Bill Phibbs Cell _____
Company Address 50 S. Main Street, West Hartford, CT Fax _____
Date work completed Summer 2022 Email bill.phibbs@westhartfordct.gov

REFERENCE #4:

Name of Company Dunbar and Westwoods Schools, Hamden, CT Phone 860-204-1006
Contact Person Jeremy Cogdill - Garland Cell 802-598-2974
Company Address 3800 E. 91st Street, Cleveland, OH Fax _____
Date work completed Summer 2022 Email jcogdill@garlandind.com

REFERENCE #5:

Name of Company Wiss Janney Elsmer Assoc. - Coleytown MS Phone 203-944-9424
Contact Person Remo Capolino Cell _____
Company Address 2 Traps Falls Road, Shelton, CT Fax _____
Date work completed Summer 2021 Email rcapolino@wje.com

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company Summit Restoration Fed ID # 47-3712311
Contact Person Chris Malerba Title Master
Company Address 178 Front Ave., West Haven, CT Phone 203-996-9980
Trade Masonry Email cmalerba@summitmasonry.com
Rates: Supervisor \$ /hr Foreman \$ 113.87 /hr Journeyman \$ 100.80 /hr Apprentice \$ 87.61 /hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ /hr Foreman \$ /hr Journeyman \$ /hr Apprentice \$ /hr

SUBCONTRACTOR #3:

Name of Company Ruotolo Mechanical Fed ID # 61-1516208
Contact Person Ron Ruotolo Title Htg.0386041-S1
Company Address 29 Printers Ln., New Haven, CT Phone 203-772-1563
Trade HVAC / Plumbing Email Contact@ruotolomechanical.com
Rates: Supervisor \$ /hr Foreman \$ 137.05 /hr Journeyman \$ 126.95 /hr Apprentice \$ 89.70 /hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ /hr Foreman \$ /hr Journeyman \$ /hr Apprentice \$ /hr

NOTE:

All sub-contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

(To be submitted in duplicate)

BIDDER: Silktown Roofing, Inc.
 Name
27 Pleasant Street, Manchester, CT 06040
 Address

To: **Town of Fairfield**
c/o Purchasing Department
725 Old Post Road
Fairfield, CT 06825

Project: **Roger Sherman Elementary School Partial Roof Replacement**
250 Fern Road
Fairfield, CT 06824
State Project #051-0153 RR
Bid #2023-114

In preparing this bid, we have carefully examined the Bidding Documents for this Project. We have visited the site and noted the conditions affecting the Work.

The Bidding Documents referred to include Drawings and Project Manual dated September 12, 2022, prepared by Silver/Petrucci + Associates, Inc., Hamden, Connecticut.

We propose to perform the work described in the Bidding Documents, in keeping with definitions of Article 1 of the Instructions to Bidders, for the Base Bid Sum as follows:

Base Bid:

Entire Project for the Total Cost of:

\$ One Million, Seven Hundred, Nineteen Thousand Dollars (\$1,719,000. .00).
written figure

We will commence work on the project 10 calendar days after receipt of "Notice to Proceed" or signing of Contract, whichever is sooner. We will be able to substantially complete the project by the date indicated in the Invitation to Bid. (Also refer to SIB 1.1.B).

Allowances: (See Section 012100)

Allowance #1: Metal Deck Replacement (part of Base Bid)	\$ <u>540.00</u>
Allowance #2: Tectum Deck Replacement (part of Base Bid)	\$ <u>5,460.00</u>
Allowance #3: Gypsum Deck Replacement (part of Base Bid)	\$ <u>20,400.00</u>

Alternates:

The undersigned proposes to furnish all Labor, Materials, Equipment and Services necessary to construct the items listed in the Alternates described in Section 012300 for the stipulated sum of:

DEDUCT ALTERNATE #1: Twenty (20) Year Warranty: Deduct from the Base Bid a Total of:

\$ Twenty Thousand Dollars Dollars (\$20,000.00 .00).
written figure

The project schedule will be (increased/decreased) by 0 calendar days to complete the work indicated under Deduct Alternate 1.

DEDUCT ALTERNATE #2: Roof 'A': Deduct from the Base Bid a Total of:

\$ Seventy Five Thousand Dollars (\$75,000. .00).
written figure

The project schedule will be (increased/decreased) by 4 calendar days to complete the work indicated under Deduct Alternate 2.

DEDUCT ALTERNATE #3: Roof 'F': Deduct from the Base Bid a Total of:

\$ One Hundred Forty Six Thousand Dollars (\$146,000. .00).
written figure

The project schedule will be (increased/decreased) by 7 calendar days to complete the work indicated under Deduct Alternate 3.

Unit Prices:

As required by the Base Bid, should deteriorated or damaged materials be required to be removed as determined by the Architect or Owner, the cost to remove and replace the referenced material, (or credit for specified material not provided or installed) including all labor, material, equipment, and related furnishings is as follows:

Item	Description	Unit Price
1.	Small containment preparation containment (less than 160 square/260 linear feet of asbestos-containing material) Pricing for containments with larger amounts of materials are to be INCLUDED in the unit prices themselves listed below. There is no separate unit price for containments with larger amounts	\$ containment 2,700.00
2.	Mudded pipe fitting/roof drain insulation, removal and disposal as ACM	\$ 45.00 fitting/joint/drain
3.	Glove bag, removal and disposal as ACM	\$500 bag
4.	Pipe and pipe fitting insulation, removal and disposal as ACM	\$ 29.50 lf
5.	Air duct vibration isolation cloth, removal and disposal as ACM	\$ 250 cloth
6.	Transite cement board, removal and disposal as ACM	\$ 10.50 sf
7.	Plaster (multiple layers and wire mesh), removal and disposal as ACM	\$ 15.50 sf
8.	Sheetrock and taping compound, removal and disposal as ACM	\$ 10.15 sf
9.	Ceiling tile/glue daub and contaminated substrate, removal and disposal as ACM	\$ 8.75 sf
10.	Caulking compounds (all layers), removal and disposal as ACM	\$ 15.75 lf

Item	Description	Unit Price
11.	Caulking compounds (all layers), removal and disposal as ACM and PCBs assumed >50ppm Bulk Product Waste	\$ 26.00 lf
12.	Caulking compounds (all layers), removal and disposal as PCBs assumed >50ppm Bulk Product Waste	\$ 22.75 lf
13.	Spray applied fire-proofing insulation and overspray, removal and disposal as ACM	\$ 32.00 sf
14.	Roofing core/field (all layers, including materials on deck), removal and disposal as ACM	\$ 10.50 sf
15.	Roof flashing (all layers), removal and disposal as ACM	\$ 15.50 sf
16.	Removal/Abatement work, transportation and disposal of lead hazardous waste (TCLP > 5mg/L – includes substrates and contaminated materials), removal, transportation, and disposal as Lead Hazardous Waste	\$ 2,500 30-yd dumpster
17.	Metal roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	\$ 6.50 sf
18.	Tectum roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	\$ 26.00 sf
19.	Add pressure treated wood blocking, as specified, cut to fit around roof structure and systems installed	\$ 8.50 bf
20.	Deduct pressure treated wood blocking, as specified, cut to fit around roof structure and system installed	\$ 6.50 bf
21.	Gypsum roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	\$ 12.00 sf

If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned at the Address designated below, within ninety (90) days after the date of Bid Opening, or any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after the date of mailing, telegraphing, or delivering of the notice, execute and deliver a contract in the Standard Form of Agreement Between the Owner and Contractor, AIA Document A101, or similar contract modified as may be mutually agree upon.

The undersigned acknowledges that he has examined the documents, visited and examined the site as required under "Instructions to Bidders", examined the availability of labor and materials and further agrees to comply with all the requirements as to the conditions of employment and wage rates set forth by the Department of Labor.

Addenda:

The undersigned acknowledges receipt of the following addenda to the Contract Documents, listed by number and date:

Number 1, Dated: 2/16/23

Number , Dated:

Number 2, Dated: 2/17/23

Number , Dated:

Exceptions:

ATTACHMENTS – Attached hereto is:

1. **Contractor Prequalification Statement**
2. **Update Bid Statement**
3. **CHRO Bidder Contract Compliance Monitoring Report**
4. **Refer to Checklist on Town of Fairfield's Instructions to Bidders for additional items.**

NON-COLLUSIVE BID STATEMENT

The undersigned bidder certifies that this bid is made independently and without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of the bid shall not be disclosed to anyone other than employees, agents, or sureties prior to the official bid opening.

Signature: _____

Date: February 21, 2023Printed Name and Title
of Agent submitting bid:John C. McConville, President

Name of Company:

Silktown Roofing, Inc.

Address:

27 Pleasant Street, Manchester, CT 06040

Telephone Number:

(860) 647-0198

Fax Number:

(860) 646-0775E-mail: steve@silktownroofing.com Steve Pumphrey, PM

This Bid may be withdrawn prior to the scheduled Bid Opening or any postponement thereof.

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.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

Company Name <u>Silktown Roofing, Inc.</u> Street Address <u>27 Pleasant Street</u> City & State <u>Manchester, CT 06040</u> Chief Executive <u>John C. McConville, President</u>	Bidder Federal Employer Identification Number <u>06-1350674</u> Or Social Security Number <u>N/A</u>
Major Business Activity (brief description) <u>Roofing Contractor</u>	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes <u>No</u> <input checked="" type="checkbox"/> -Bidder is a minority business enterprise Yes <u>No</u> <input checked="" type="checkbox"/> (If yes, check ownership category) Black <u> </u> Hispanic <u> </u> Asian American <u> </u> American Indian/Alaskan Native <u> </u> Iberian Peninsula <u> </u> Individual(s) with a Physical Disability <u> </u> Female <u> </u>
Bidder Parent Company (If any) <u>N/A</u>	- Bidder is certified as above by State of CT Yes <u> </u> No <input checked="" type="checkbox"/>
Other Locations in Ct. <u>151 Water Street, Derby, CT 06418</u> (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <u> </u>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input checked="" type="checkbox"/> No <u> </u>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <u> </u>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> No <u> </u>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No <u> </u>	9. Does your company have a mandatory retirement age for all employees? Yes <u> </u> No <input checked="" type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No <u> </u>	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 <input checked="" type="checkbox"/> No <u> </u> NA <u> </u>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <u> </u> No <input checked="" type="checkbox"/>	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 <u> </u> No <u> </u> NA <input checked="" type="checkbox"/>
6. Does your company have a collective bargaining agreement with workers? Yes <input checked="" type="checkbox"/> No <u> </u> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input checked="" type="checkbox"/> No <u> </u> 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input checked="" type="checkbox"/> No <u> </u>	12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> No <u> </u> If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="checkbox"/> No <u> </u> If yes, give name and phone number. <u>John C. McConville, President (860) 647-0198</u>

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)

TBD

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: February 21, 2023

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)

**COMPANY EMPLOYMENT STATISTICS REPORT
STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

Company name: Silktown Roofing Inc	Street Address: 27 Pleasant Street	City, State, Zip code: Manchester, CT 06040
Company Official: John C. McConville	Title President	Telephone No. (860) 432-7346 Ext. 10
Project #	Location	Date

Job/Trade Title	Total # of Employees		% # of Females	Total White Employees		Total Black Employees		Total Hispanic Employees		Other Race Employees		Sub Total Minority Males	% # of Minority Males
	M	F		M	F	M	F	M	F	M	F		
Officials Managers	4	1	20	4	1	0	0	0	0	0	0	0	0
Professionals	19	3	14	19	2	0	0	0	1	0	0	0	0
Clericals	0	9	100	0	9	0	0	0	0	0	0	0	0
Roofer Journeymen	106	0	0	41	0	16	0	48	0	1	0	65	61
Roofer Foreman	26	0	0	14	0	1	0	11	0	0	0	15	58
Roofer Apprentice	14	0	0	5	0	2	0	7	0	0	0	9	64
Totals	169	13	7	83	12	19	0	66	1	1	0	86	51

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	✓	.5%			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				X	Union Membership	
Labor Organizations	✓	99%			Personal Recommendation	
Minority/Community Organizations	✓	.5%			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) John C. McConville, President	(Date Signed) 3/21/23	(Telephone) (860) 647-0198
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sinclair Insurance Group, Inc. 35 Thorpe Ave Ste 200 Wallingford CT 06492 INSURED Silktown Roofing Inc. 27 Pleasant Street Manchester, CT 06040	CONTACT NAME: Renee Wozniak PHONE (A/C, No, Ext): 203-284-3226 FAX (A/C, No): 203-284-3226 E-MAIL ADDRESS: rwozniak@srfm.com											
	INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: National Fire Co. of Hartford</td><td>NAIC # 20478</td></tr><tr><td>INSURER B: American Casualty of Reading</td><td>20427</td></tr><tr><td>INSURER C: Indemnity Ins Co of N America</td><td>43575</td></tr><tr><td>INSURER D: Zurich Insurance</td><td>16535</td></tr><tr><td>INSURER E: Allied World Assurance Co.</td><td>22730</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: National Fire Co. of Hartford	NAIC # 20478	INSURER B: American Casualty of Reading	20427	INSURER C: Indemnity Ins Co of N America	43575	INSURER D: Zurich Insurance	16535	INSURER E: Allied World Assurance Co.	22730	INSURER F:
INSURER A: National Fire Co. of Hartford	NAIC # 20478											
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INSURER C: Indemnity Ins Co of N America	43575											
INSURER D: Zurich Insurance	16535											
INSURER E: Allied World Assurance Co.	22730											
INSURER F:												

License#: 2328358
SILKROO-05

COVERAGES

CERTIFICATE NUMBER: 1250418825

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: NO Residen Excl		5092135340	5/1/2022	5/1/2023	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																			
MED EXP (Any one person)	\$ 15,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> CA9948 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		C 5092135337	5/1/2022	5/1/2023	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		N1106940A	5/1/2022	5/1/2023	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																			
AGGREGATE	\$ 5,000,000																			
	\$																			
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		WC 5 92135354	5/1/2022	5/1/2023	<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
D	Excess Liability		AEC3140017	5/1/2022	5/1/2023	Ea Occ/Aggregate	5,000,000													
E	Poll/Prof Incl MOLD		0310-6855	5/1/2022	5/1/2023	Aggregate Limit	10,000,000													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Renee Wozniak

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**STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION**

This is your Major Contractor registration certificate for your records. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable. Questions regarding this registration can be emailed to the Occupational & Professional Licensing Division at dcp.occupationalprofessional@ct.gov.

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can update your email address or print a duplicate certificate by logging into your account with your User ID and Password at www.elicense.ct.gov.

Mailing address:

**SILKTOWN ROOFING INC
27 PLEASANT ST
MANCHESTER, CT 06040-5891**

Email on file to be used for receiving all notices from this office:

kim@silktownroofing.com



State of Connecticut

Department of Administrative Services Construction Contractor Prequalification Program

This certifies

Silktown Roofing, Inc.

27 Pleasant Street, 13 Pleasant Street-Remittance Address, Manchester, CT 06040

As a

Prequalification Construction Contractor

April 15, 2022 through April 14, 2023

CONTACT INFORMATION

Name: Joan K. McConville, Corp.
Secretary

Phone: (860) 647-0198

Fax: (860) 646-0775

Email: Joan@silktownroofing.com

Name: John C. McConville, President

Phone: (860) 647-0198

Fax: (860) 646-0775

Email: John@silktownroofing.com

Effective Date
4/15/2022

Aggregate Work Capacity (AWC)
\$120,000,000.00

Single Limit (SL)
\$30,000,000.00

Classifications
ENERGY MANAGEMENT SYSTEMS,
GENERAL BUILDING
CONSTRUCTION (GROUP C),
HISTORICAL BUILDING
RESTORATION (MASONRY,
ROOFING), METAL SIDING,
ROOFING, WATERPROOFING

Classification Name
ENERGY MANAGEMENT
SYSTEMS

Description
The design and installation of systems or maintenance programs to conserve energy use within a building. This category includes shared savings programs.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.
For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

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GENERAL BUILDING CONSTRUCTION (GROUP C)	The undertaking of general contracts for the construction of buildings i.e. new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory. Note: If you are prequalified for General Building Construction under Group C, you are automatically prequalified for Group A and Group B. Also if you are prequalified for General Building Group C you will automatically be prequalified for General Trades. Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection. Projects that are threshold buildings may require a Major Contractor Registration.
HISTORICAL BUILDING RESTORATION (MASONRY, ROOFING)	Construction/renovation, masonry, and roofing work will require firms with experience with the Secretary of the Interior's Standards for Rehabilitation issued by the U.S. Department of Interior, National Park Service, Washington, D.C. (Standards for Treatment of Historic Project.)
METAL SIDING	Work customarily performed by this industry including the supply and installation of metal siding where used as external components of custom designed buildings. This does not apply to pre-engineered buildings where the metal siding is a building component.
ROOFING	The installation of various types of roofing materials including shingles, slate, rubber, PVC and related flashing and drainage systems.
WATERPROOFING	Installation, renovation, repair and maintenance of materials required to make foundations, walls and other surfaces of a building dam proof or impervious to water, including such incidental or related work as is customarily performed by those in the waterproofing and dam proofing trades. This category does not include roofing by itself.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

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State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update Statement
(Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include an update statement in such form as the Commissioner of Administrative Services prescribes and, if required by the public agency soliciting such bid, a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The form for such update statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status as determined by the provisions of subdivision (6) of subsection (c) of 4a-100 of the Connecticut General Statutes, and such other relevant information as the Commissioner of Administrative Services prescribes. Any public agency that accepts a bid submitted without a copy of such prequalification certificate, if required by such public agency soliciting such bid, and an update statement, may become ineligible for the receipt of funds related to such bid, except the public agency soliciting such bids may allow bidders no more than two business days after the opening of bids to submit a copy of the prequalification certificate, if required by such public agency, and an update statement.

PROJECT THAT COMPANY IS BIDDING ON

PROJECT NAME	Partial Roof Replacement, Roger Sherman Elementary School,
PROJECT NUMBER	250 Fern Road, Fairfield, CT Bid # 2023-114

COMPANY INFORMATION

LEGAL BUSINESS NAME	Silktown Roofing, Inc.	
DBA		
TAXPAYER ID	061350674	
BUSINESS ADDRESS	27 Pleasant Street 13 Pleasant Street-Remittance Address	
BUSINESS CITY, STATE, ZIP	Manchester CT 06040	
PREQUALIFICATION CONTACT	Joan K. McConville, Corp. Secretary	(860) 647-0198 ext.
	John C. McConville, President	(860) 647-0198 ext.

PREQUALIFICATION INFORMATION

EXPIRATION DATE	4/14/2023
SINGLE LIMIT	\$30,000,000.00
AGGREGATE WORK CAPACITY (AWC)	\$120,000,000.00
REMAINING AGGREGATE WORK CAPACITY *	\$119,272,400.00

* The Remaining Aggregate Work Capacity equals your company's AWC minus the Total \$ Amount of Work Remaining

BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT

Project Name	Project Owner	% Completed	Total Contract Amount	Work Remaining
SEE ATTACHED				

Total Amount of Work Remaining

\$72,760.00

BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE AWARDED AND 100% COMPLETED SINCE THE DATE OF YOUR INITIAL PREQUALIFICATION OR YOUR LAST RENEWAL

SEE ATTACHED

PERSONNEL WHO WILL HAVE SUPERVISORY RESPONSIBILITY FOR THE PERFORMANCE OF THE CONTRACT BEING BID ON

Steve Pumphrey, PM

CHANGES IN YOUR COMPANY'S FINANCIAL CONDITION OR BUSINESS ORGANIZATION WHICH MIGHT AFFECT YOUR COMPANY'S ABILITY TO SUCCESSFULLY COMPLETE THIS CONTRACT

HAVE THERE BEEN ANY CHANGES?

NO

IF YES, EXPLAIN

I CERTIFY UNDER PENALTY OF LAW THAT ALL OF THE INFORMATION CONTAINED IN THIS UPDATE STATEMENT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AS OF THE DATE BELOW.


Signature Joan K. McConville, Secretary

February 21, 2023

Date



It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.

The DAS' Contractor Prequalification Program can be reached at DAS.Prequalification@ct.gov

SILKTOWN ROOFING INC
CONTRACTS IN PROGRESS (Major defined as over \$100,000.00 contract value)
DAS BID UPDATE STATEMENT ATTACHMENT 1

Project Name	Bonded Y/N	Owner	Contract Value	% Complete	\$ Remaining on Contract
87 Union St	YES	Whiting Turner	\$ 2,495,441.00	99%	\$ 24,954.41
Belmont MS HS	YES	Skanska USA Building Inc.	\$ 4,169,789.00	95%	\$ 208,489.45
BPL Faneuil Hall	YES	Boston Building & Bridge Corp	\$ 277,000.00	10%	\$ 249,300.00
Buckley Elementary	YES	Town of Manchester	\$ 885,568.00	95%	\$ 44,278.40
Buttonwood Park Zoo	YES	City of New Bedford	\$ 241,000.00	99%	\$ 2,410.00
Coburn Elementary	YES	Fontane Brothers Inc.	\$ 969,778.00	95%	\$ 48,488.90
Curley Community	YES	Boston Building & Bridge Corp	\$ 550,151.00	99%	\$ 5,501.51
Morrissey Manor Roof	YES	Savin Rock Communities	\$ 1,491,555.00	95%	\$ 74,577.75
New Fairfield HS & PO	YES	O&G Industries	\$ 1,255,000.00	90%	\$ 125,500.00
Riang Bristol Armory Roof	YES	State of Rhode Island	\$ 544,389.00	90%	\$ 54,438.90
Uconn Hockey Arena	YES	Turner Construction Company	\$ 1,000,569.00	99%	\$ 10,005.69
USPS Marblehead ME	YES	Roth Brothers Inc.	\$ 170,970.00	90%	\$ 17,097.00
USPS Roxbury	YES	USPS Roxbury MA	\$ 939,000.00	5%	\$ 892,050.00
USPS Wakefield MA MPO	YES	Roth Brothers Inc.	\$ 443,000.00	99%	\$ 4,430.00
Waltham High School	YES	Consigli Construction	\$ 4,732,000.00	30%	\$ 3,312,400.00
MIDDLEBROOK SCHOOL	YES	Town of Trumbull	\$ 2,091,500.00	0%	\$ 2,091,500.00
ASML CAGE & PACK	YES	Hodess Construction	\$ 265,866.50	50%	\$ 132,933.25
LATIMER LANE SCHOOL	YES	O&G Industries	\$ 1,308,000.00	0%	\$ 1,308,000.00
BURNS LATINO	YES	PDS ENGINEERING	\$ 2,317,300.00	20%	\$ 1,853,840.00
YALE CRB	YES	PETRA CONSTRUCTION	\$ 632,447.00	10%	\$ 569,202.30
HAGAMAN LIBRARY	YES	TOWN OF EAST HAVEN	\$ 232,000.00	99%	\$ 2,320.00
CORNELL SCOTT	YES	Newfield Construction	\$ 275,500.00	10%	\$ 247,950.00
SPRINGFIELD CLEARWATER	YES	C.H. NICKERSON	\$ 202,100.00	80%	\$ 40,420.00
			\$ 61,423,300.47		\$ 39,972,080.47

SILKTOWN ROOFING INC**MAJOR CONTRACTS CLOSED (Major defined as over \$100,000.00 contract value)****DAS BID UPDATE STATEMENT ATTACHMENT 2**

Project Name	Bonded Y/N	Owner	Date Completed	Location	Contract Value
Boston Engine #42	YES	Boston Building & Bridge Corp	Aug-21	MA	\$ 368,707.00
Bristol Memorial	YES	D'Amato & Downes JV	Mar-22	CT	\$ 955,319.00
Burr Elementary Sch	YES	Town of Fairfield	Dec-21	CT	\$ 946,679.00
Coleytown MS	YES	Newfield Construction	Feb-22	CT	\$ 3,018,182.00
CREC Ana Grance	YES	Barlett Brainard Eascott	Mar-22	CT	\$ 1,903,684.00
Durfee HS	YES	Suffolk Construction Company	Aug-21	MA	\$ 3,897,818.00
East Boston Police	YES	J&J Contractors Inc.	Aug-21	MA	\$ 675,062.00
Hall High School	YES	Town of West Hartford	Aug-21	CT	\$ 1,100,424.00
Hartford Hosp Bliss	YES	FIP Construction	Feb-22	CT	\$ 374,739.00
Haverhill HS Gym	YES	City of Haverhill	Dec-21	MA	\$ 697,954.00
LRTA Gallagher & Maguire Roof	YES	Lowell Regional Transit	Mar-22	MA	\$ 299,487.00
NUWCD New Isopar	YES	Structural Associates	Sep-21	RI	\$ 132,562.00
RI Convent Ctr	YES	SMG RI	May-20	RI	\$ 3,713,596.00
Sage Park Middle Sch	YES	Town of Windsor	Aug-21	CT	\$ 1,525,576.00
SCSU New Health	YES	Skanska USA Building Inc.	Apr-22	CT	\$ 685,438.00
Sedgwick Middle Sch	YES	Town of West Hartford	Aug-21	CT	\$ 548,900.00
Sisson Ave Firehouse	YES	City of Hartford	Mar-22	CT	\$ 274,296.00
Stonington Middle Sch	YES	Stonington Public Schools	Sep-21	CT	\$ 931,670.00
Uconn Gant Phase 1	YES	Whiting Turner	Feb-22	CT	\$ 975,526.00
Uconn NW SCI Quad	YES	Bond Brothers Inc.	Apr-22	CT	\$ 520,044.00
USPS Boston IMC	YES	Roth Brothers Inc.	Nov-21	MA	\$ 150,573.00


AIA Document A310™ – 2010
Bid Bond**CONTRACTOR:**

(Name, legal status and address)

Silktown Roofing, Inc.
27 Pleasant St.
Manchester, CT 06040

OWNER:

(Name, legal status and address)

Town of Fairfield
Connecticut

SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company
The Hartford - Bond Claim Department
One Hartford Plaza, T-11
Hartford, CT 06155

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

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

BOND AMOUNT: 5% of the attached bid**PROJECT:**

(Name, location or address, and Project number, if any)

Partial Roof Replacement Roger Sherman Elementary School, 250 Fern Road,
Fairfield, CT Bid # 2023-114

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 21st day of February, 2023



(Witness)



(Witness)

(Principal)

John C. McConville, President

(Title)

(Surety)

Jeri A. Caron, Attorney-in-Fact

(Title)



(Seal)



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: SINCLAIR RISK & FINANCIAL SVCS LLC

Agency Code: 02-021659

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Jeri A. Caron of Wallingford, Connecticut, its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 02BCSIZ8030

Naming Silktown Roofing, Inc. as Principal,
and Town of Fairfield as Obligee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 21, 2023.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois

Keith D. Dozois, Assistant Vice President

BID #2023-114 DESC: Roof Replacement - Roger Sherman Elementary School DATE: 2/21/2023 TIME: 11:00:00 AM	TOWN OF FAIRFIELD BID RESULTS					
	Barrett Inc. Danbury, CT	Greenwood Industries, Inc. Worcester, MA	The Imperial Company, Restoration Contractor, Inc. Cromwell, CT	Silktown Roofing, Inc. Manchester, CT	United Roofing and Sheet Metal, Inc. Brookfield, CT	Young Developers, LLC Hamden, CT
DESCRIPTION						
Base bid:						
Entire Project for the Total Cost of:	\$2,042,800.00	\$1,782,000.00	\$1,866,100.00	\$1,719,000.00	\$1,880,000.00	\$1,962,026.00
We will commence work on the project _____ calendar days after receipt of "Notice to Proceed" or signing of Contract, whichever is sooner. We will be able to substantially complete the project by the date indicated in the Invitation to Bid.	30 calendar days	45 calendar days	30 calendar days	10 calendar days	15 calendar days	30 calendar days
Allowances:						
Allowance 1: Metal Deck Replacement (part of Base Bid)	\$14,400.00	\$23,400.00	\$960.00	\$540.00	\$1,500.00	\$21,600.00
Allowance 2: Tectum Deck Replacement (part of Base Bid)	\$21,000.00	\$5,250.00	\$2,100.00	\$5,460.00	\$2,600.00	\$5,250.00
Allowance 3: Gypsum Deck Replacement (part of Base Bid)	No Bid	No Bid	\$17,000.00	\$20,400.00	\$21,000.00	\$2,125.00

BID #2023-114 DESC: Roof Replacement - Roger Sherman Elementary School DATE: 2/21/2023 TIME: 11:00:00 AM	TOWN OF FAIRFIELD BID RESULTS					
	Barrett Inc. Danbury, CT	Greenwood Industries, Inc. Worcester, MA	The Imperial Company, Restoration Contractor, Inc. Cromwell, CT	Silktown Roofing, Inc. Manchester, CT	United Roofing and Sheet Metal, Inc. Brookfield, CT	Young Developers, LLC Hamden, CT
DESCRIPTION						
Alternates:						
Deduct Alternate #1: Twenty (20) Year Warranty: (Deduct from the Base Bid a Total of:)	\$1,250.00	\$10,000.00	\$0.00	\$20,000.00	\$1,000.00	\$1,750.00
The project schedule will be (increased/decreased) by ____ calendar days to complete the work indicated under Deduct Alternate 1.	0 calendar days	0 calendar days	0 calendar days	0 calendar days	0 calendar days decreased	0 calendar days
Deduct Alternate #2: Roof "A" Deduct from the Base Bid a Total of:	\$80,000.00	\$28,000.00	\$75,700.00	\$75,000.00	\$60,000.00	\$61,230.00
The project schedule will be (increased/decreased) by ____ calendar days to complete the work indicated under Deduct Alternate 2.	0 calendar days	3 calendar days	0 calendar days	4 calendar days decreased	5 calendar days decreased	30 calendar days
Deduct Alternate #3: Roof "F" Deduct from the Base Bid a Total of:	\$175,000.00	\$71,000.00	\$168,400.00	\$146,000.00	\$150,000.00	\$132,720.00
The project schedule will be (increased/decreased) by ____ calendar days to complete the work indicated under Deduct Alternate 3.	0 calendar days	3 calendar days	0 calendar days	7 calendar days	5 calendar days decreased	30 calendar days

BID #2023-114 DESC: Roof Replacement - Roger Sherman Elementary School DATE: 2/21/2023 TIME: 11:00:00 AM	TOWN OF FAIRFIELD BID RESULTS					
	Barrett Inc. Danbury, CT	Greenwood Industries, Inc. Worcester, MA	The Imperial Company, Restoration Contractor, Inc. Cromwell, CT	Silktown Roofing, Inc. Manchester, CT	United Roofing and Sheet Metal, Inc. Brookfield, CT	Young Developers, LLC Hamden, CT
DESCRIPTION						
Unit Prices:						
Small containment preparation containment (less than 160 square/260 linear feet of asbestos-containing material) Pricing for containments with larger amounts of materials are to be INCLUDED in the unit prices themselves listed below. There is no separate unit price for containments with larger amounts	\$2,100.00 containment	\$1,500.00 containment	\$5,000.00 containment	\$2,700.00 containment	\$3,000 containment	\$8,900.00 containment
Mudded pipe fitting/roof drain insulation, removal and disposal as ACM	\$400.00 fitting/joint/drain	\$360 fitting/joint/drain	\$2,500 fitting/joint/drain	\$45.00 fitting/joint/drain	\$200.00 fitting/joint/drain	\$1,450.00 fitting/joint/drain
Glove bag, removal and disposal as ACM	\$500.00 bag	\$480.00 bag	\$12.00 bag	\$500.00 bag	\$1,000 bag	\$2,100.00 bag
Pipe and pipe fitting insulation, removal and disposal as ACM	\$30.00 lf	\$42.00 lf	\$20.00 lf	\$29.50 lf	\$10 lf	\$55.00 lf
Air duct vibration isolation cloth, removal and disposal as ACM	\$500.00 cloth	\$190.00 cloth	\$15.00 cloth	\$250.00 cloth	\$500 cloth	\$3,500.00 cloth
Transite cement board, removal and disposal as ACM	\$8.00 sf	\$7.50 sf	\$12.00 sf	\$10.50 sf	\$15 sf	\$39.00 sf
Plaster (multiple layers and wire mesh), removal and disposal as ACM	\$8.00 sf	\$15.00 sf	\$15.00 sf	\$15.50 sf	\$15 sf	\$65.00 sf

BID #2023-114 DESC: Roof Replacement - Roger Sherman Elementary School DATE: 2/21/2023 TIME: 11:00:00 AM	TOWN OF FAIRFIELD BID RESULTS					
	Barrett Inc. Danbury, CT	Greenwood Industries, Inc. Worcester, MA	The Imperial Company, Restoration Contractor, Inc. Cromwell, CT	Silktown Roofing, Inc. Manchester, CT	United Roofing and Sheet Metal, Inc. Brookfield, CT	Young Developers, LLC Hamden, CT
DESCRIPTION						
Sheetrock and taping compound, removal and disposal as ACM	\$8.00 sf	\$7.50 sf	\$15.00 sf	\$10.15 sf	\$10 sf	\$65.00 sf
Ceiling tile/glue daub and contaminated substrate, removal and disposal as ACM	\$10.00 sf	\$10.00 sf	\$15.00 sf	\$8.75 sf	\$15 sf	\$85.00 sf
Caulking compounds (all layers), removal and disposal as ACM	\$32.00 lf	\$50.00 lf	\$12.00 lf	\$15.75 lf	\$10 lf	\$55.00 lf
Caulking compounds (all layers), removal and disposal as ACM and PCBs assumed >50ppm Bulk Product Waste	\$35.00 lf	\$50.00 lf	\$15.00 lf	\$26.00 lf	\$20 lf	\$95.00 lf
Caulking compounds (all layers), removal and disposal as PCBs assumed >50ppm Bulk Product Waste	\$35.00 lf	\$50.00 lf	\$15.00 lf	\$22.75 lf	\$20 lf	\$95.00 lf
Spray applied fire-proofing insulation and overspray, removal and disposal as ACM	\$40.00 sf	\$50.00 sf	\$15.00 sf	\$32.00 sf	\$50 sf	\$115.00 sf
Roofing core/field (all layers, including materials on deck), removal and disposal as ACM	\$10.00 sf	\$12.50 sf	\$12.00 sf	\$10.50 sf	\$10 sf	\$25.00 sf
Roof flashing (all layers), removal and disposal as ACM	\$22.00 sf	\$25.00 sf	\$12.00 sf	\$15.50 sf	\$15 sf	\$35.00 sf
Removal/Abatement work, transportation and disposal of lead hazardous waste (TCLP > 5mg/L - includes substrates and contaminated materials), removal, transportation, and disposal as Lead Hazardous Waste	\$14,000.00 30-yd dumpster	\$3,500.00 30-yd dumpster	\$9,000.00 30-yd dumpster	\$2,500.00 30-yd dumpster	\$16,000 30-yd dumpster	\$16,000.00 30-yd dumpster

BID #2023-114 DESC: Roof Replacement - Roger Sherman Elementary School DATE: 2/21/2023 TIME: 11:00:00 AM	TOWN OF FAIRFIELD BID RESULTS					
	Barrett Inc. Danbury, CT	Greenwood Industries, Inc. Worcester, MA	The Imperial Company, Restoration Contractor, Inc. Cromwell, CT	Silktown Roofing, Inc. Manchester, CT	United Roofing and Sheet Metal, Inc. Brookfield, CT	Young Developers, LLC Hamden, CT
DESCRIPTION						
Metal roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	\$8.00 sf	\$13.00 sf	\$8.00 sf	\$6.50 sf	\$8 sf	\$12.00 sf
Tectum roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	\$100.00 sf	\$25.00 sf	\$15.00 sf	\$26.00 sf	\$10 sf	\$25.00 sf
Add pressure treated wood blocking, as specified, cut to fit around roof structure and systems installed	\$5.00 bf	\$9.50 bf	\$8.00 bf	\$8.50 bf	\$8 bf	\$4.50 bf
Deduct pressure treated wood blocking, as specified, cut to fit around roof structure and system installed	\$3.50 bf	\$7.50 bf	\$6.00 bf	\$6.50 bf	\$6 bf	\$3.80 bf
Gypsum roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	No Bid	No Bid	\$15.00 sf	\$12.00 sf	\$10 sf	\$4.00 sf
Bid Bond	YES	YES	YES	YES	YES	YES



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #1 RFP #2023-114

Roof Replacement – Roger Sherman Elementary School

16th February, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. A pre-bid meeting for this bid solicitation was held at 9:30am on Wednesday, February 7th, 2023 at 250 Fern Road, Fairfield, CT 06824. A copy of the sign-in sheet from the pre-bid meeting is posted on the Purchasing Department's page of the Town's website. For your convenience, a direct link to the sign-in sheet is provided below.

[2023-114 Pre-Bid Sign-In Sheet](#)

2. **Correction:**

Please utilize the pricing information noted under the Town of Fairfield's Term and Conditions of Bid.

"Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of One Hundred and Fifty (150) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid."

Please disregard any reference to a ninety (90) day period for the acceptance by the Town of Fairfield of prices quoted for this project.

3. In addition to the responses below, please refer to the attached addendum #1 from Silver Petrucelli Architects.

Questions:

1. Who should be as Owner/Obligee on Bid Bond?

Response: The Owner/Obligee on the Bid Bond should be Town of Fairfield, 725 Old Post Road, Fairfield, CT 06824.

2. Is Bid Bond should be AIA form?

Response: An AIA form may be used as bid security for this RFP, however, the Town will also accept valid bid bond forms issued by surety companies that meet the criteria summarized below. This information can also be found on page 3 of the RFP document.

"All bonds, including payment and performance bonds when applicable, shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm "

ADDENDUM #1
RFP #2023-90
Roof Replacement – Roger Sherman Elementary School
(page 2 of 2)

3. Can you provide state funded portions to calculate set aside?

Response: Fairfield Public Schools' gross reimbursement rate from CT OSCGR is 26.09%

End of Addendum #1

Company: _____ Name: _____ Signature: _____ Date: _____

PARTIAL ROOF REPLACEMENT

**ROGER SHERMAN ELEMENTARY SCHOOL
250 FERN STREET
FAIRFIELD, CT 06824
STATE PROJECT #051-0153 RR
BID #2023-114**

S/P+A PROJECT NO. 21.146

DATE: February 15, 2023

The following changes to the Drawings and Project Specifications shall become a part of the Drawings and Project Specifications; superseding previously issued Drawings and Project Specifications to the extent modified by Addendum #1.

General Information:

- The deadline for RFIs was Monday, February 13, 2023, 11:00am.

Changes to the Specifications:

- TABLE OF CONTENTS, Page 2, Division 03 – Concrete, Section 035113, Pages, revise “4” to read “6”. *(Per Internal Review)*
- BID FORM has been deleted in its entirety. A new BID FORM has been added and is attached as part of this addendum. (4) *(Per Internal Review)*
- SECTION 012000, ALLOWANCES, Page 3:
 - Article 3.3.A., revise “1,800 square feet” to read “120 square feet”.
 - Article 3.3.B., revise “**Allowance No. 1**” to read “**Allowance No. 2**”.
 - Add the following:

“C. **Allowance No. 3: Gypsum Roof Deck Replacement:** Include in the Base Bid an allowance to replace 1,700 square feet of gypsum decking that may be deteriorated under the existing roofs. Should gypsum decking be encountered that at the Architect's direction requires removal, the Contractor shall do so, deducting the amount of the affected installation(s) from the allowance amount. Removal and replacement, to match existing, shall include all fasteners, accessories, removal, and disposal (including all manpower, tools, and materials). Refer to Section 035113 “Cementitious Wood Fiber and Gypsum Decks” for additional information.” *(Per Internal Review)*
- SECTION 035113, CEMENTITIOUS WOOD FIBER AND GYPSUM DECKS has been deleted in its entirety. A new SECTION 035113 has been added and is attached as part of this addendum. (6) *(Per Internal Review)*

Changes to the Drawings:

- DRAWING A1, OVERALL ROOF PLAN:
 - Construction Notes, add the following:
 - “8. Contractor to repoint the entire existing chimney. See project manual for additional information.” *(Per Owner, picture attached below for reference only)*
 - Roof Plan:
 - Roof ‘C’ and Roof ‘N.I.C.’, northwest side of Roof ‘N.I.C.’, add Construction Note Tag ‘8’ pointing to existing chimney. *(Per Owner)*
 - Roofs ‘B’ and ‘C’, Exist. Deck, revise “metal deck” to read “gypsum deck/vapor barrier”. *(Per Internal Review)*
- DRAWING A2, ROOF PLAN PART ‘1’, Roof Plan, Roof ‘B’, Exist. Deck, revise “metal deck” to read “gypsum deck/vapor barrier”. *(Per Internal Review)*
- DRAWING A3, ROOF PLAN PART ‘2’, Roof Plan, Roof ‘C’, Exist. Deck, revise “metal deck” to read “gypsum deck/vapor barrier”. *(Per Internal Review)*

The bid date remains unchanged by this addendum.

The addendum consists of twelve (12) pages of 8½” x 11” text.

End of Addendum #1



(To be submitted in duplicate)

BIDDER:

Name

Address

To: **Town of Fairfield
c/o Purchasing Department
725 Old Post Road
Fairfield, CT 06825**

Project: **Roger Sherman Elementary School Partial Roof Replacement
250 Fern Road
Fairfield, CT 06824
State Project #051-0153 RR
Bid #2023-114**

In preparing this bid, we have carefully examined the Bidding Documents for this Project. We have visited the site and noted the conditions affecting the Work.

The Bidding Documents referred to include Drawings and Project Manual dated September 12, 2022, prepared by Silver/Petrucelli + Associates, Inc., Hamden, Connecticut.

We propose to perform the work described in the Bidding Documents, in keeping with definitions of Article 1 of the Instructions to Bidders, for the Base Bid Sum as follows:

Base Bid:

Entire Project for the Total Cost of:

\$ _____ Dollars (\$) .00).
written figure

We will commence work on the project _____ calendar days after receipt of "Notice to Proceed" or signing of Contract, whichever is sooner. We will be able to substantially complete the project by the date indicated in the Invitation to Bid. (Also refer to SIB 1.1.B).

Allowances: (See Section 012100)

Allowance #1: Metal Deck Replacement (part of Base Bid)	\$ _____
Allowance #2: Tectum Deck Replacement (part of Base Bid)	\$ _____
Allowance #3: Gypsum Deck Replacement (part of Base Bid)	\$ _____

Alternates:

The undersigned proposes to furnish all Labor, Materials, Equipment and Services necessary to construct the items listed in the Alternates described in Section 012300 for the stipulated sum of:

Item	Description	Unit Price
11.	Caulking compounds (all layers), removal and disposal as ACM and PCBs assumed >50ppm Bulk Product Waste	\$ lf
12.	Caulking compounds (all layers), removal and disposal as PCBs assumed >50ppm Bulk Product Waste	\$ lf
13.	Spray applied fire-proofing insulation and overspray, removal and disposal as ACM	\$ sf
14.	Roofing core/field (all layers, including materials on deck), removal and disposal as ACM	\$ sf
15.	Roof flashing (all layers), removal and disposal as ACM	\$ sf
16.	Removal/Abatement work, transportation and disposal of lead hazardous waste (TCLP > 5mg/L – includes substrates and contaminated materials), removal, transportation, and disposal as Lead Hazardous Waste	\$ 30-yd dumpster
17.	Metal roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	\$ sf
18.	Tectum roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	\$ sf
19.	Add pressure treated wood blocking, as specified, cut to fit around roof structure and systems installed	\$ bf
20.	Deduct pressure treated wood blocking, as specified, cut to fit around roof structure and system installed	\$ bf
21.	Gypsum roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	\$ sf

If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned at the Address designated below, within ninety (90) days after the date of Bid Opening, or any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after the date of mailing, telegraphing, or delivering of the notice, execute and deliver a contract in the Standard Form of Agreement Between the Owner and Contractor, AIA Document A101, or similar contract modified as may be mutually agree upon.

The undersigned acknowledges that he has examined the documents, visited and examined the site as required under "Instructions to Bidders", examined the availability of labor and materials and further agrees to comply with all the requirements as to the conditions of employment and wage rates set forth by the Department of Labor.

Addenda:

The undersigned acknowledges receipt of the following addenda to the Contract Documents, listed by number and date:

Number , Dated: _____
Number , Dated: _____

Number , Dated: _____
Number , Dated: _____

Exceptions: _____

ATTACHMENTS – Attached hereto is:

- 1. Contractor Prequalification Statement**
- 2. Update Bid Statement**
- 3. CHRO Bidder Contract Compliance Monitoring Report**
- 4. Refer to Checklist on Town of Fairfield's Instructions to Bidders for additional items.**

NON-COLLUSIVE BID STATEMENT

The undersigned bidder certifies that this bid is made independently and without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of the bid shall not be disclosed to anyone other than employees, agents, or sureties prior to the official bid opening.

Signature: _____ Date: _____

Printed Name and Title
of Agent submitting bid: _____

Name of Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____

This Bid may be withdrawn prior to the scheduled Bid Opening or any postponement thereof.

SECTION 035113 - CEMENTITIOUS WOOD FIBER AND GYPSUM DECKS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Pourable gypsum deck system for existing roof deck repairs.
- 2. Monolithic cementitious wood-fiber units.
- 3. Subpurlins and grout.

B. Related Requirements:

- 1. Section 012100 "Allowances" for Work of this Section included in allowances.
- 2. Section 012200 "Unit Prices" for Work of this Section included in unit prices.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated with the minimum as follows for gypsum:

- 1. Compressive strength.
- 2. Oven dry density.
- 3. Coefficient of heat transmission.

B. Shop Drawings: Include details at supports, reinforcement at openings, and attachment to other work.

C. Samples: Show texture, finish, and edge and end configurations of monolithic cementitious wood-fiber units, 12 inches long by width of unit.

1.4 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency.

C. Evaluation Reports: For cementitious wood-fiber deck, from ICC-ES.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code - Steel."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials to the building site in original unopened, undamaged packages or containers, or approved bulk handling equipment, with manufacturer's brand name and contents clearly identified.
- B. Protect materials from moisture during shipment and after delivery.
- C. Store materials on elevated platforms at Project site in a dry, well-ventilated, covered space and stack according to manufacturer's written recommendations.
- D. Handle materials to prevent chipping, breaking, cracking, staining, soiling, warping, or other physical damage. Discard damaged units at time of installation.

1.7 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit work to be performed according to manufacturers' written instructions and warranty requirements.
- B. Protect materials from moisture during installation and while exposed to the weather until permanently covered with subsequent construction.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: 25 or less.
 - 2. Smoke-Developed Index: 50 or less.

2.2 MONOLITHIC CEMENTITIOUS WOOD-FIBER UNITS

- A. Concealed-Tee Monolithic Plank: Manufacturer's standard cementitious wood-fiber units, 3 inches thick but to match existing, with edges kerfed, back rabbeted, and beveled.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Armstrong Building Solutions.; **Tectum I**
 - b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
 - 2. Size: Manufacturer's standard width; length to span a minimum of two (2) support spacings.
 - 3. End Configuration: Square.
 - 4. Finish: Manufacturer's standard natural finish.

2.3 SUBPURLINS AND GROUT

- A. Bulb-Tee Subpurlins: Hot-rolled steel bulb tees, complying with ASTM A 499, of length required to span three (3) support spacings; shop painted with metal primer.
- B. Gypsum Concrete Grout: Factory-packaged, gypsum concrete grout formulation recommended by cementitious wood-fiber unit manufacturer with a minimum compressive strength of 500 psi.

2.4 MATERIALS

- A. Gypsum Repair Material: Pourable gypsum deck repair material to match the profile and strength of the existing deck. This material will include reinforcement to match existing, tying the reinforcement into existing reinforcement for a contiguous slab finish. If the form is not in good condition, a form board to match existing shall be used over which the reinforced gypsum roof repair shall be installed.
- B. Aggregate: ASTM C 332, Group I.
- C. Water: Water shall be clean and free from injurious amounts of acids, alkali, organic matter, or other deleterious substances.
- D. Grout: Premixed gypsum concrete such as **Tectum grout**, **Pyrofill**, **Structolite** or **MetroMix** or as recommended by the roof deck manufacturer.

2.5 ACCESSORIES

- A. Screws: Manufacturer's recommended, corrosion-resistant screw fasteners and washers, self-drilling, self-tapping, of length required for deck and structural framing indicated.
- B. Nails: Manufacturer's recommended corrosion-resistant nails of size and length required for deck and structural framing indicated.
- C. Adhesive: Manufacturer's recommended construction adhesive complying with APA AFG-01.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine structural support framing for compliance with requirements, installation tolerances, and other conditions affecting performance of the Work.
- B. Verify that existing roof surface is clear and ready for work of this Section.
- C. Do not remove sections of existing roofing membrane that is ponded or on which water is present, as this water may infiltrate into the roof, requiring remedial treatment that will affect the roofing procedures and schedule.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Sweep roof surface clean of loose matter. Remove loose refuse and dispose offsite.
- B. Control dust, noise, and debris to the satisfaction of the Owner.
- C. Remove all ponded and standing water areas adjacent to roof project areas before commencing roof removal operations.

3.3 CEMENTITIOUS WOOD FIBER DECK INSTALLATION

- A. Comply with manufacturer's written instructions for installing cementitious wood-fiber deck.
 - 1. Install fastenings according to manufacturer's written instructions unless otherwise indicated.
- B. Deck Interruptions: Provide barrier seals or blocking at overhangs to form wind seals and at partitions and walls to form sound seals unless otherwise indicated.
- C. Concealed-Tee Plank Roof Deck: Install planks progressively with long dimension perpendicular to supports and with end joints in alternate rows, staggered and centered over supports unless otherwise indicated. Install flange of bulb tee into kerfed edge and tightly butt adjoining plank to engage other flange. Tightly butt square end joints.
 - 1. Cut panels to provide starter units.
 - 2. Continuously support plank edges and ends at perimeter of building and at openings in deck.
 - 3. Mechanically fasten planks to supports and perimeter members.
 - 4. Fill void with gypsum concrete grout where edge joints meet subpurlins. Strike grout flush with top of plank and feather uneven top surfaces to a plane.

3.4 GYPSUM DECK MATERIAL REMOVAL AND REPLACEMENT

- A. Deck Examination
 - 1. Evaluate existing gypsum roof deck surfaces and remove deteriorated existing gypsum deck surfaces in accordance with the following criteria:
 - a. Upon removal of existing roof membranes and slip sheets (if any), the existing gypsum roof deck should be firm and dry. If this is the case, roofing operations can proceed as specified elsewhere in the construction documents.
 - b. If the gypsum roof deck is saturated, viscous, pliable, wet to the touch or in any way exhibiting distress, the contractor shall cordon off the wet or distressed area, permitting the roof deck to dry, either under ambient conditions or using dryers prescribed by reputable gypsum roofing system manufacturers.
 - 1) The drying process may require tenting over the area or other appropriate protective measures to enhance the drying process. This procedure may require water damming around the drying areas to prohibit storm water from infiltrating the area, which will be installed and monitored as required by the Contractor to expedite the drying process.

- 2) If the existing gypsum material dries to a firm, dry finish without spalling, fracturing or delamination, to a depth of one-half ($\frac{1}{2}$) of the deck thickness measured from above, the deck is suitable for re-roofing, which should proceed with caution as the core material cures.
- 3) If the existing gypsum roof deck materials spalls, delaminates or fractures in large pieces, the structural integrity of the area is compromised, and the wet and delaminated section must be removed and replaced with pourable gypsum material as specified.

B. Deck Removal

1. Should the examination procedures determine that the area is no longer structurally viable, the Contractor shall remove the deteriorated sections in accordance with the following procedure:
 - a. Sawcut and remove the deteriorated sections completely between the parallel supporting bulb tees or subpurlins. Sawcutting will be done with a radial saw with a steel cutting blade to mitigate damage to the adjacent sound and reinforced gypsum roof deck surfaces.
 - b. Protect the ceiling, floor, and furniture surfaces below the removed roof section, replacing damaged interior finishes and equipment as required to restore the space to its original condition.
2. Remove all loose and bulky gypsum material from the bulb tees, providing a suitable bearing surface for the pourable gypsum material.
3. Touch up rusted areas of the subpurlins, bulb tees or metal joist in contact with the new gypsum material with red oxide primer after wire brushing loose scale and rust from the rusted accessory scheduled to remain.

C. Deck Replacement

1. Form Board Surface Preparation: Clean surfaces to receive gypsum of dirt, debris and other foreign materials that would affect bonding. The form board shall be free of standing water, snow, and ice.
 - a. Application of New Form Boards and Gypsum Deck: Apply form boards, gypsum slurry and related materials in accordance with respective specifications and manufacturer's instructions, except as modified herein.
2. Confirm that tees and subpurlins have been accurately positioned within $\frac{1}{16}" \pm$ of the manufacturer's recommended spacing and are securely fastened.
3. Space form boards evenly between tees. Square cut ends shall fall over supporting purlin members and be driven tightly together.
4. Gypsum Mixing: Mix gypsum materials mechanically to produce a uniform distribution and to meet manufacturer's instructions and design requirements. Place fill the void around the bulb tee completely level with the top of the adjacent surfaces. Excess material shall be scraped off leaving a finished joint flush with the top surface of the roof deck.
5. Curing: Minimize traffic on the surface during the curing period.

3.5 CLEANING AND PROTECTION

- A. Provide temporary protective sheeting over uncovered deck surfaces.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.
- C. Provide for surface drainage from sheeting to existing drainage facilities.
- D. Protect top surfaces of deck from damage caused by construction operations.
- E. Protect exposed bottom surfaces of deck from soiling and damage during handling and construction.
- F. Clean exposed bottom surfaces of completed deck and touch up minor damage to surfaces as approved by Architect.
- G. Provide final protection and maintain conditions in a manner acceptable to manufacturer and Installer that ensures that deck is without damage or deterioration at time of Substantial Completion.
- H. Remove and replace deteriorated and damaged deck units.

END OF SECTION 035113



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #2
RFP #2023-114
Roof Replacement – Roger Sherman Elementary School

17th February, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. Please refer to the attached addendum #2 from Silver Petrucelli Architects.

End of Addendum #2

Company: _____ Name: _____ Signature: _____ Date: _____

PARTIAL ROOF REPLACEMENT

**ROGER SHERMAN ELEMENTARY SCHOOL
250 FERN STREET
FAIRFIELD, CT 06824
STATE PROJECT #051-0153 RR
BID #2023-114**

S/P+A PROJECT NO. 21.146

DATE: February 17, 2023

The following changes to the Drawings and Project Specifications shall become a part of the Drawings and Project Specifications; superseding previously issued Drawings and Project Specifications to the extent modified by Addendum #2.

General Information:

- The deadline for RFIs was Monday, February 13, 2023, 11:00am.

Changes to the Drawings:

- DRAWING A2, ROOF PLAN PART '1', Roof Plan:
 - Detail Tags between Roof 'A' and 'B', revise all "J/A2" to read "L/A2". *(Per Internal Review)*
 - Detail Tags between Roof 'B' and Roof 'N.I.C.', revise all "J/A2" to read "L/A2". *(Per Internal Review)*

The bid date remains unchanged by this addendum.

The addendum consists of one (1) page of 8½" x 11" text.

End of Addendum #2

Town of Fairfield

Roger Sherman Elementary School Partial Roof Replacement

250 Fern Street
Fairfield, Connecticut 06824

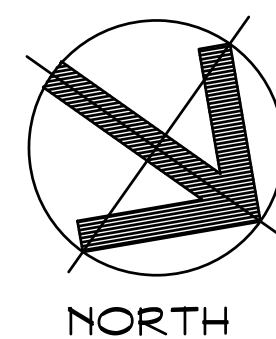


DRAWING LIST:

- Cover Sheet
- C1 Code Information
- A1 Overall Roof Plan
- A2 Part Plan "A"
- A3 Part Plan "B"
- A4 Roof Details
- A5 Window Elevations & Details

SITE LOCATION MAP

SCALE: NONE



SILVER / PETRUCCELLI + ASSOCIATES

Architects / Engineers / Interior Designers

3190 Whitney Avenue, Hamden, CT 06518-2340

One Post Hill Place, New London, CT 06320

Tel. 203 230 9007 Fax. 203 230 8247

silverpetrucelli.com

State Project #051-0153 RR

September 12, 2022

Issue for Bid: February 3, 2023

CODE INFORMATION

DATE OF ORIGINAL CONSTRUCTION 1963

DATE OF ADDITION

1. GROUP CLASSIFICATION (Chapter 3)

(Primary) E-EDUCATIONAL

(Incidental) A3-ASSEMBLY

2. CONSTRUCTION TYPE (Chapter 6)

Minimum Type Required 2B

Actual Type Provided (existing) --

(new) 2B

3. BUILDING HEIGHT (Chapter 5)

Allowable Height (story/feet) 3/75-O'

Actual Height (story/feet) 2/30-O'

(Stories Above Grade) 2

4. BUILDING AREA (Chapter 5)

a) Building Area (first)

Existing construction 54,890 sq.ft.

New construction 0 sq.ft.

Total floor 54,890 sq.ft.

b) Building Area (second)

Existing construction 54,890 sq.ft.

New construction 0 sq.ft.

Total floor 54,890 sq.ft.

TOTAL (ALL FLOORS) 54,890 sq.ft.

5. AREA MODIFICATIONS TO TABLE 503 (for each separate building as defined by fire walls and/or exterior walls)

NA

6. CASE 1 - SINGLE OCCUPANCY OR NONSEPARATED USES (302.3.1)

(Allowable Area 506.4) NA

7. CASE 2 - MIXED OCCUPANCY SEPARATED USES (302.3.2)

(Allowable Area 506.4) NA

8. FIRE-RESISTANCE RATED REQUIREMENTS FOR BUILDING ELEMENTS

(Table 601, See Code Plans for specific designations)

1. Structural frame: including columns, girders, trusses O Hr(s)

2. Bearing walls: O/1 Hr(s)

Exterior (Table 602) O/1 Hr(s)

Interior O Hr(s)

3. Nonbearing walls & partitions O/1 Hr(s)

Exterior (Table 602) O Hr(s)

4. Nonbearing walls & partitions O Hr(s)

Interior O Hr(s)

5. Floor Construction (including supporting beams & joists) O Hr(s)

6. Roof Construction (including supporting beams & joists) O Hr(s)

9. OCCUPANCY LOAD

Design Total for Basement NA

Total Exit Capacity for Basement NA

Design Total for First Floor NA

Total Exit Capacity for First Floor NA

Design Total for Building NA

Total Exit Capacity for Building NA

10. MODIFICATIONS

Approved Not Approved

Approved Not Approved

Approved Not Approved

Approved Not Approved

11. ACCESSIBLE BUILDING

X Designated

Non Designated

12. MINIMUM PLUMBING FIXTURE COUNT (I.P.C. Chapter 4)

For each type of occupancy per entire facility

Group "A3" occupancy (Design Load = NA)

Required Provided

W/C Male NA NA

W/C Female NA NA

Lavs NA NA

D/F NA NA

W/C Unisex NA NA

Lavs Unisex NA NA

Group "E" occupancy (Design Load = NA)

W/C NA NA

Lavs NA NA

D/F NA NA

(Total Design Load for entire facility = NA)

13. ENTIRE BUILDINGS SPRINKLERED

Yes No

X

14. THRESHOLD BUILDING CONDITIONS

Yes No

X

15. CODES TO WHICH THIS PROJECT WAS DESIGNED

State Building Code 2015 BC CTBSC/2016 AMEND.

State Mechanical Code 2015 MCC

State Plumbing Code 2015 IPC

State Energy Conservation Code 2015 ECC

State Electrical Code 2017 NFPA 70

State Health Code MOST CURRENT

OSHA MOST CURRENT

Section 504 CURRENT

ADA MOST CURRENT

ANSI 117.1 MOST CURRENT

16. BUILDING AREAS FOR GRANT CALCULATION (ENTIRE FACILITY)

(measured to inside face of exterior walls)

Existing unrenovated construction 0 sq.ft.

Existing renovated construction 0 sq.ft.

Existing being demolished 0 sq.ft.

Total existing construction 54,890 sq.ft.

Total new construction 0 sq.ft.

Total facility 54,890 sq.ft.

Open Areas (not included in total facility)

NA NA sq.ft.

17. TOTAL CONSTRUCTED BUILDING AREA (outside face of exterior walls including open areas above)

NA sq.ft.

FIRE SAFETY CODE DATA:

1. CLASSIFICATION OF OCCUPANCY EDUCATIONAL/ASSEMBLY

2. MINIMUM CONSTRUCTION REQUIRED 2B

ACTUAL CONSTRUCTION PROVIDED 2B

3. NOTIFICATION / ALARMS YES X NO

(CFSC 2005, NFPA 72, NATIONAL FIRE ALARM CODE 2002)

4. DETECTION YES X NO

(CFSC 2005, NFPA 72, NATIONAL FIRE ALARM CODE 2002)

5. EXTINGUISHMENT REQUIREMENTS YES X NO

(NFPA 13, 2002)

MEANS OF EGRESS

MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT IBC TABLE 1004.1.2

USE FLOOR AREA IN S.F. PER OCCUPANT

1. CLASSROOMS 20 S.F. NET

2. SHOPS & VOCATIONAL 50 S.F. NET

3. ASSEMBLY

WITHOUT FIXED SEATS 7 S.F. NET

TABLES AND CHAIRS 15 S.F. NET

4. PLATFORMS 15 S.F. NET

5. LIBRARY

READING ROOMS 50 S.F. NET

STACK AREA 100 S.F. GROSS

6. LOCKER ROOMS 50 S.F. GROSS

7. MECHANICAL AREAS 300 S.F. GROSS

8. STORAGE 300 S.F. GROSS

9. BUSINESS AREAS 100 S.F. GROSS

10. Courtyards 15 S.F. NET

MAXIMUM LENGTH OF EXIT TRAVEL

1. I.B.C. TABLE 1015.1 250 FEET

SYMBOL LEGEND

X XX

SLOPE

SLOPE

V.I.F.

V.I.F.

H.P.

ERD.

NRD.

E.S.

R.L.

C.B.

D.S.

V.S.

P.P.

F.U.

M.U.

R.T.U.

WALKWAY PADS

M.L.

M.S.

M.G.

G.P.

E.C.

S.K.

R.H.

D.W.

- PLAN, SECTION, DETAIL OR ELEVATION NUMBER - SHEET NUMBER.

- EXISTING OUTLINE OF BUILDING.

- INDICATES SLOPE DIRECTION OF TAPERED INSULATION AT 1/4" PER FOOT MIN.

- TAPERED INSULATION CRICKET SLOPED @ 1/4" PER FOOT.

- CONTRACTOR TO VERIFY DIMENSION IN FIELD.

- INDICATES SLOPE DIRECTION & INDICATES EXISTING ROOF PITCH.

- INDICATES HIGH POINT OF INSULATION.

- EXISTING ROOF DRAIN TO BE REMOVED. SEE DEMOLITION NOTES.

- ROOF DRAIN & SUMP TO BE INSTALLED. SEE DETAIL A/A4.

- EMERGENCY OVERFLOW SCUPPER. SEE DETAIL S/A4

- HORIZONTAL ROOF DRAIN LEADER. SEE CONSTRUCTION NOTE #3.

- COLLECTION BOX. SEE DETAIL V/A4

- DOWNSPOUT. SEE CONSTRUCTION NOTE #6.

- EXIST. VENT STACK. SEE DETAIL B/A4.

- PITCH POCKET DETAIL. SEE DETAIL E/A4.

- EXIST. ROOFTOP FAN UNIT. SEE DETAIL C/A4.

- EXIST. MECHANICAL UNIT. SEE DETAIL D/A4.

- EXIST. ROOFTOP MECH. UNIT. SEE DETAIL F/A4.

- WALKWAY PADS. SEE CONSTRUCTION NOTE #2.

- METAL LADDER. SEE DETAIL N/A4.

- METAL STAIRCASE. SEE CONSTRUCTION NOTE #7.

- METAL GUARD RAIL. SEE DETAIL U/A4.

- EXIST. GAS PIPING. SEE CONSTRUCTION NOTE #4.

- EXIST. ELECTRICAL CONDUIT. SEE CONSTRUCTION NOTE #5.

- SKYLIGHT. SEE DETAIL K/A4.

- ROOF HATCH. SEE DETAIL G/A4.

- EXIST. DUCT WORK TO REMAIN. SEE DETAIL E/A4

DEMOLITION NOTES

1. REMOVE ALL EXISTING STONE BALLAST BUILT-UP ROOFING SYSTEM, 4" CONTINUOUS PERLITE BOARD & 2" POLYISO INSULATION. CONTRACTOR TO VERIFY IN FIELD.

2. REMOVE ALL EXISTING STONE BALLAST BUILT-UP ROOFING SYSTEM, 1/2" HARD BOARD & 3" POLYISO INSULATION. CONTRACTOR TO VERIFY IN FIELD.

3. REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.

4. REMOVE EXISTING ROOF DRAINS & SUMP.

5. REMOVE EXIST. SKYLIGHTS.

6. REMOVE ABANDONED ROOF TOP MECHANICAL UNITS.

GENERAL NOTES

1. ALL FLAT ROOFS TO RECEIVE 1/4" PER FOOT TAPERED RIGID INSULATION MINIMUM UNLESS OTHERWISE NOTED.

2. FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.

3. ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED 'EXISTING'.

4. ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED. (P.T.)

5. ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.

6. ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 8" (VERTICAL OR HORIZONTAL)

7. CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECK'S W/A LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.

8. CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PERCED OR DAMAGED.

9. CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT W/NO ADDITIONAL COST TO OWNER.

10. SITE AREAS DISTURBED SHALL BE CLEANED & RE-LEVELLED, W/LAWN AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEEDED AS REQUIRED TO MATCH ADJACENT CONDITIONS.

11. CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING W/NO ADDITIONAL COST TO THE OWNER.

12. SNAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST MANHOLE OUTSIDE OF BUILDING.

13. ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 1/4" PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.

14. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & RE-INSTALLATION OF ALL HVAC UNITS INCLUDING ANY ELECTRICAL OR MECHANICAL CONNECTIONS. THIS MAY INCLUDE THE EXTENSION OF EXISTING ELECTRICAL & DUCTWORK SYSTEMS TO ACCOMMODATE NEW MECHANICAL UNIT CURSING & NEW ROOFING SYSTEM.

15. SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.

16. ALL DRAIN PIPING IS INSULATED ABOVE THE CEILINGS. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD. MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.

17. NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.

18. ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK, TO BE REMOVED & REINSTALLED.

CONSTRUCTION NOTES

1. CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.

2. WALKWAY PADS TO BE INSTALLED. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXACT ROUTE W/OWNER & ARCHITECT.

3. HORIZONTAL ROOF LEADER (MATCH DIAMETER OF EXIST.) ABOVE CEILING SLOPED @ 1/8"/FT MIN. TIE VERTICAL LEADERS INTO EXIST. PIPING AS REQD. SEAL ALL PENETRATIONS THROUGH WALLS W/FIRE PUTTY AS REQD. BY CODE. PATCH & REPAIR ALL AREAS DAMAGED BY INSTALLATION OF NEW PIPING.

4. EXISTING GAS PIPING TO BE DISCONNECTED & PURGED, RAISE EXISTING GAS PIPING AS REQUIRED TO ACCOMMODATE NEW ROOFING INSULATION HEIGHTS. PROVIDE NEW PIPING EXTENSIONS, JOINTS, FITTINGS & RECONNECT TO EXISTING GAS MAIN. INSTALL ALL EXIST. & NEW GAS PIPING ON NEW PIPE CURBS 24" O.C. PRIME & PAINT ALL EXISTING & NEW GAS PIPING. SEE PROJECT MANUAL.

5. EXISTING ELECTRICAL CONDUIT TO BE DISCONNECTED & RAISED TO ACCOMMODATE NEW ROOF INSULATION HEIGHTS. REMOVE WIRE/CONDUIT & DISPOSE OF. INSTALL NEW CONDUIT & WIRING IN EXIST. LOCATIONS & REPLACE ALL EXISTING JUNCTION BOXES TO MATCH EXISTING. EXTEND CONDUIT & WIRING AS REQUIRED TO ACCOMMODATE NEW ROOF HEIGHTS & ADD NEW JUNCTION BOXES AS REQUIRED. SEE PROJECT MANUAL.

6. NEW CAST IRON DOWNSPOUT, CONNECT TO EXISTING UNDERGROUND DRAINAGE STUB-UP. PRIME & PAINT. SEE PROJECT MANUAL.

7. TEMPORARILY REMOVE EXISTING METAL STAIRCASE, RE-INSTALL IN EXISTING LOCATION. MODIFY AS REQUIRED FOR NEW ROOF INSULATION HEIGHT.

ROOF AREAS

ROOF 'A' 2,000 SF.

ROOF 'B' 19,160 SF.

ROOF 'C' 14,100 SF.

ROOF 'E' 400 SF.

ROOF 'F' 4,160 SF.

TOTAL FLAT ROOFS: 39,800 SF.

THIS AREA IS APPROXIMATE - V.I.F.

ECC CODE REQUIREMENT R-VALUE TOTAL CONNECTICUT ZONE 2B

CBSC REQUIREMENT: R-30 = U .0333

CODE INFORMATION

USE GROUP: E

CONSTRUCTION CLASS: 2B

RISK CATEGORY #3

ULTIMATE DESIGN WIND SPEED: 135 MPH

NOMINAL DESIGN WIND SPEED: 105 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM): ROOF ASSEMBLY

CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION, WIND UPLIFT REQUIREMENT OF H-50 FOR FIELD, H-50 FOR PERIMETER AND H-20 FOR CORNERS, IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.

ROOF ASSEMBLY

OUTSIDE AIR 0.17

ROOF MEMBRANE 0.33

COVER BOARD 2.20

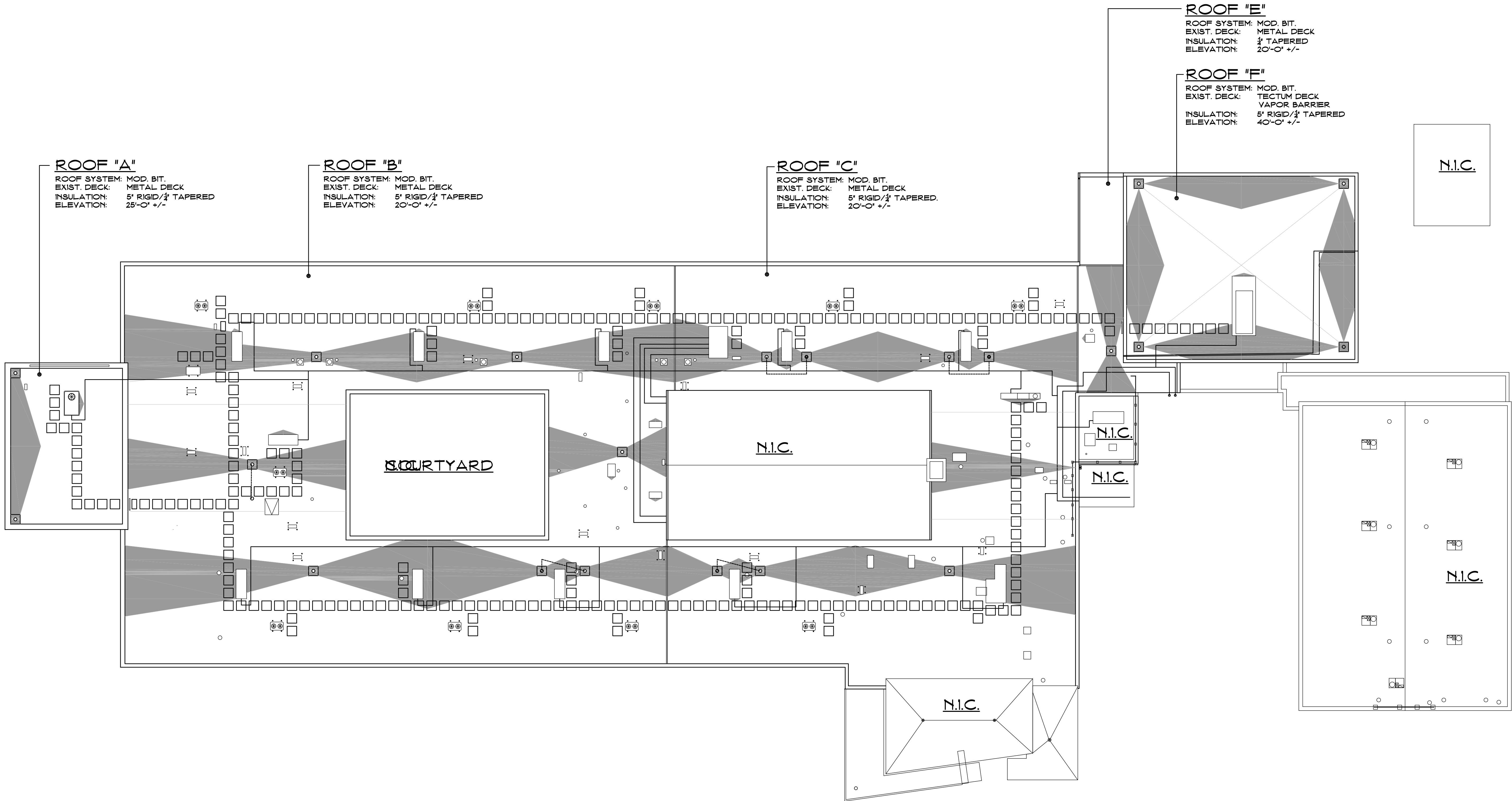
5" POLYISO INSUL. 29.7

EXISTING DECK 123

INSIDE AIR 0.61

R TOTAL: 34.24





SYMBOL LEGEND	
	- PLAN, SECTION, DETAIL OR ELEVATION NUMBER - SHEET NUMBER.
	- EXISTING OUTLINE OF BUILDING.
	- INDICATES SLOPE DIRECTION OF TAPERED INSULATION AT 1/4" PER FOOT MIN.
	- TAPERED INSULATION CRICKET SLOPED 1/4" PER FOOT.
	- CONTRACTOR TO VERIFY DIMENSION IN FIELD.
	- INDICATES SLOPE DIRECTION & INDICATES EXISTING ROOF PITCH.
	- INDICATES HIGH POINT OF INSULATION.
	- EXISTING ROOF DRAIN TO BE REMOVED. SEE DEMOLITION NOTES.
	- ROOF DRAIN & SUMP TO BE INSTALLED. SEE DETAIL A/A4.
	- EMERGENCY OVERFLOW SCUPPER. SEE DETAIL S/A4.
	- HORIZONTAL ROOF DRAIN LEADER. SEE CONSTRUCTION NOTE #3.
	- COLLECTION BOX. SEE DETAIL V/A4.
	- DOWNSPOUT. SEE CONSTRUCTION NOTE #6.
	- EXIST. VENT STACK. SEE DETAIL B/A4.
	- PITCH POCKET DETAIL. SEE DETAIL E/A4.
	- EXIST. ROOFTOP FAN UNIT. SEE DETAIL C/A4.
	- EXIST. MECHANICAL UNIT. SEE DETAIL D/A4.
	- EXIST. ROOFTOP MECH. UNIT. SEE DETAIL F/A4.
	- WALKWAY PADS. SEE CONSTRUCTION NOTE #2.
	- METAL LADDER. SEE DETAIL N/A4.
	- METAL STAIRCASE. SEE CONSTRUCTION NOTE #7.
	- METAL GUARD RAIL. SEE DETAIL U/A4.
	- EXIST. GAS PIPING. SEE CONSTRUCTION NOTE #4.
	- EXIST. ELECTRICAL CONDUIT. SEE CONSTRUCTION NOTE #5.
	- SKYLIGHT. SEE DETAIL K/A4.
	- ROOF HATCH. SEE DETAIL G/A4.
	- EXIST. DUCT WORK TO REMAIN. SEE DETAIL E/A4.

GENERAL NOTES

- ALL FLAT ROOFS TO RECEIVE 1/4" PER FOOT TAPERED RIGID INSULATION MINIMUM UNLESS OTHERWISE NOTED.
- FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
- ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED 'EXISTING'.
- ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED (P.T.)
- ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
- ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 8" (VERTICAL OR HORIZONTAL).
- CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS W/A LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
- CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PERCED OR DAMAGED.
- CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT W/NO ADDITIONAL COST TO OWNER.
- SITE AREAS DISTURBED SHALL BE CLEANED & RE-LEVELLED, W/LAWN AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEEDED AS REQUIRED TO MATCH ADJACENT CONDITIONS.
- CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING W/NO ADDITIONAL COST TO THE OWNER.
- SNAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST MANHOLE OUTSIDE OF BUILDING.
- ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 1/4" PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
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- SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
- ALL DRAIN PIPING IS INSULATED ABOVE THE CEILINGS. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD. MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.
- NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
- ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK, TO BE REMOVED & REINSTALLED.

DEMOLITION NOTES

- REMOVE ALL EXISTING STONE BALLAST BUILT-UP ROOFING SYSTEM, 1" CONTINUOUS PERLITE BOARD & 2" POLYISO INSULATION. CONTRACTOR TO VERIFY IN FIELD.
- REMOVE ALL EXISTING STONE BALLAST BUILT-UP ROOFING SYSTEM, 1/2" HARD BOARD & 3" POLYISO INSULATION. CONTRACTOR TO VERIFY IN FIELD.
- REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.
- REMOVE EXISTING ROOF DRAINS & SUMP.
- REMOVE EXIST. SKYLIGHTS.
- REMOVE ABANDONED ROOF TOP MECHANICAL UNITS.

CONSTRUCTION NOTES

- CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
- WALKWAY PADS TO BE INSTALLED. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXACT ROUTE W/OWNER & ARCHITECT.
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- EXISTING ELECTRICAL CONDUIT TO BE DISCONNECTED & RAISED TO ACCOMMODATE NEW ROOF INSULATION HEIGHTS. REMOVE WIRE/CONDUIT & DISPOSE OF. INSTALL NEW CONDUIT & WIRING IN EXIST LOCATIONS & REPLACE ALL EXISTING JUNCTION BOXES TO MATCH EXISTING. EXTEND CONDUIT & WIRING AS REQUIRED TO ACCOMMODATE NEW ROOF HEIGHTS & ADD NEW JUNCTION BOXES AS REQUIRED. SEE PROJECT MANUAL.
- NEW CAST IRON DOWNSPOUT, CONNECT TO EXISTING UNDERGROUND DRAINAGE STUB-UP. PRIME & PAINT. SEE PROJECT MANUAL.
- TEMPORARILY REMOVE EXISTING METAL STAIRCASE, RE-INSTALL IN EXISTING LOCATION. MODIFY AS REQUIRED FOR NEW ROOF INSULATION HEIGHT.

ROOF AREAS

ROOF 'A' 2,000	SF.
ROOF 'B' 19,150	SF.
ROOF 'C' 14,100	SF.
ROOF 'E' 400	SF.
ROOF 'F' 4,150	SF.

TOTAL FLAT ROOFS: 39,600 SF.

THIS AREA IS APPROXIMATE - V.I.F.

IECC CODE REQUIREMENT R-VALUE TOTAL

CONNECTICUT ZONE 2B

CBSC REQUIREMENT: R-30 + U .0333

CODE INFORMATION

USE GROUP : E

CONSTRUCTION CLASS: 2B

RISK CATEGORY #3

ULTIMATE DESIGN WIND SPEED: 135 MPH

NOMINAL DESIGN WIND SPEED: 105 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FMR) ROOF ASSEMBLY

CLASSIFICATION OF NON-COMBUSTIBLE

CONSTRUCTION, WIND UPLIFT REQUIREMENT OF

160 FOR FIELD, 140 FOR PERIMETER AND 120

FOR CORNERS IN ACCORDANCE WITH FMR

PROPERTY LOSS PREVENTION DATA SHEETS 1-2B.

ROOF ASSEMBLY

OUTSIDE AIR	0.17
ROOF MEMBRANE	0.33
COVER BOARD	2.20
5" POLYISO INSUL.	29.7
EXISTING DECK	1.23
INSIDE AIR	0.61

R TOTAL:

34.24



ROOF PLAN
SCALE: 1/8"=1'-0"



SILVER / PETRUCCELLI + ASSOCIATES

Architects / Engineers / Interior Designers

3190 Whitney Avenue, Hamden, CT 06518-2340

One Post Hill Place, New London, CT 06320

Tel. 203 230 9007 Fax. 203 230 8247

silverpetrucci.com

Revision: Description: Date: Revised By:

Overall Roof Plan

STATE PROJECT #051-0153 RR

Date:

09/12/2022

Scale:

1/16"=1'-0"

Drawn By:

K.LINSLEY

Project Number:

21146

Drawing Number:

A1

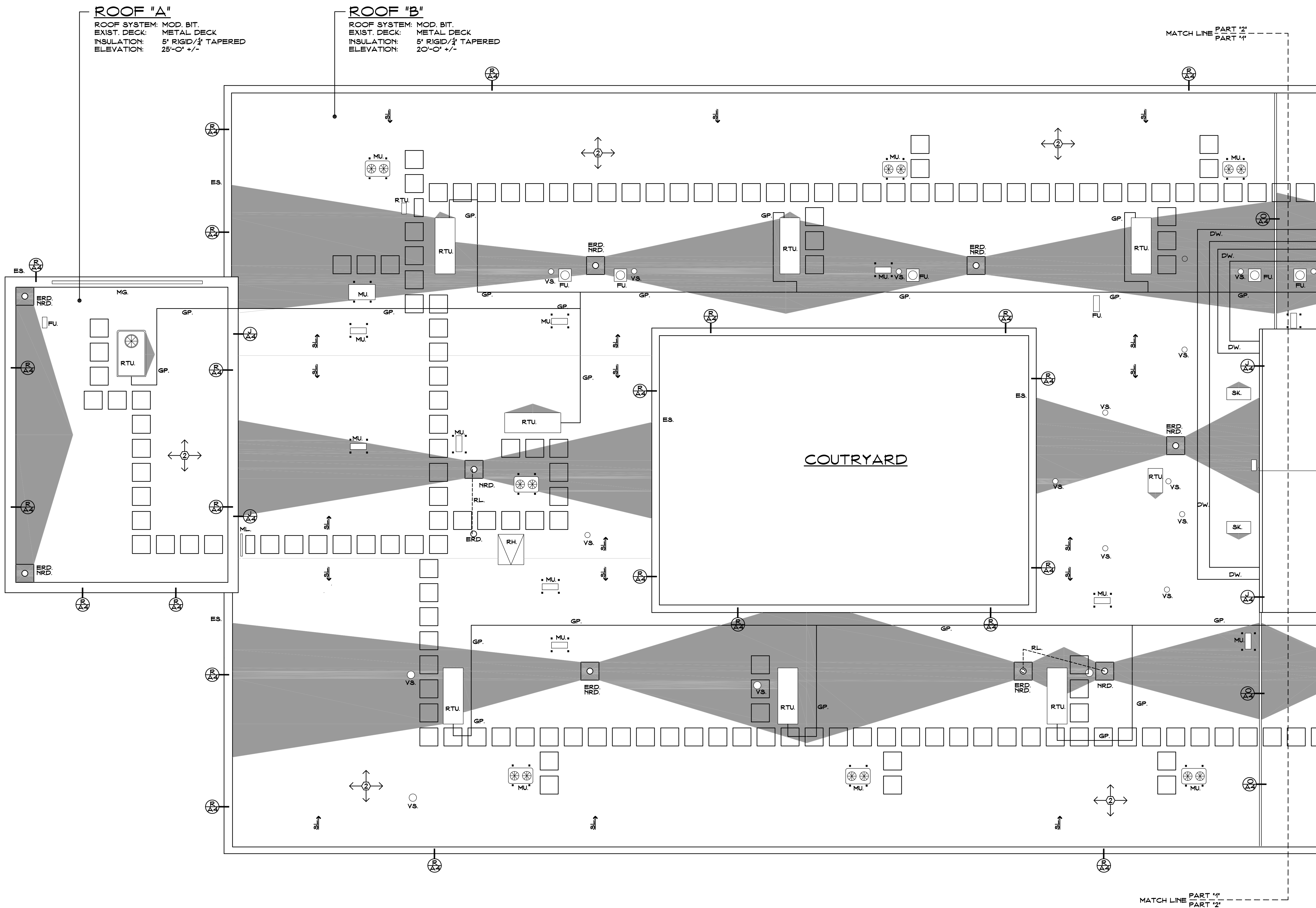
Project Title:

Town of Fairfield

Roger Sherman Elementary School Partial Roof Replacement

250 Fern Street

Fairfield, Connecticut 06824



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 - ROOF DRAIN & SUMP TO BE INSTALLED. SEE DETAIL A/A4.
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ROOF AREAS

ROOF "A" 2,000	SF.
ROOF "B" 19,150	SF.
ROOF "C" 14,100	SF.
ROOF "E" 400	SF.
ROOF "F" 4,150	SF.

TOTAL FLAT ROOFS: 39,800 SF.
 THIS AREA IS APPROXIMATE - V.I.F.
 IECC CODE REQUIREMENT R-VALUE TOTAL
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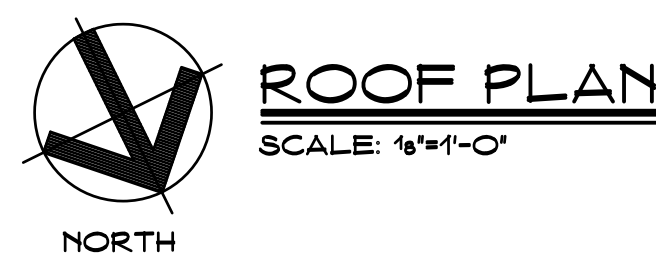
CODE INFORMATION

USE GROUP: E
 CONSTRUCTION CLASS: 2B
 RISK CATEGORY #3
 ULTIMATE DESIGN WIND SPEED: 135 MPH
 NOMINAL DESIGN WIND SPEED: 105 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM) ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION, WIND UPLIFT REQUIREMENT OF 160 FOR FIELD, 140 FOR PERIMETER AND 120 FOR CORNERS IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.

ROOF ASSEMBLY

OUTSIDE AIR	0.17
ROOF MEMBRANE	0.33
COVER BOARD	2.20
5" POLYISO INSUL.	29.7
EXISTING DECK	1.23
INSIDE AIR	0.61
R TOTAL:	34.24



ROOF PLAN
 SCALE: 1/8"=1'-0"

Project Title:
 Town of Fairfield
 Roger Sherman Elementary School Partial Roof Replacement
 250 Fern Street
 Fairfield, Connecticut 06824



SILVER / PETRUCCI + ASSOCIATES
 Architects / Engineers / Interior Designers
 3190 Whitney Avenue, Hamden, CT 06518-2340
 One Post Hill Place, New London, CT 06320
 Tel. 203 230 9007 Fax. 203 230 8247
 silverpetrucci.com

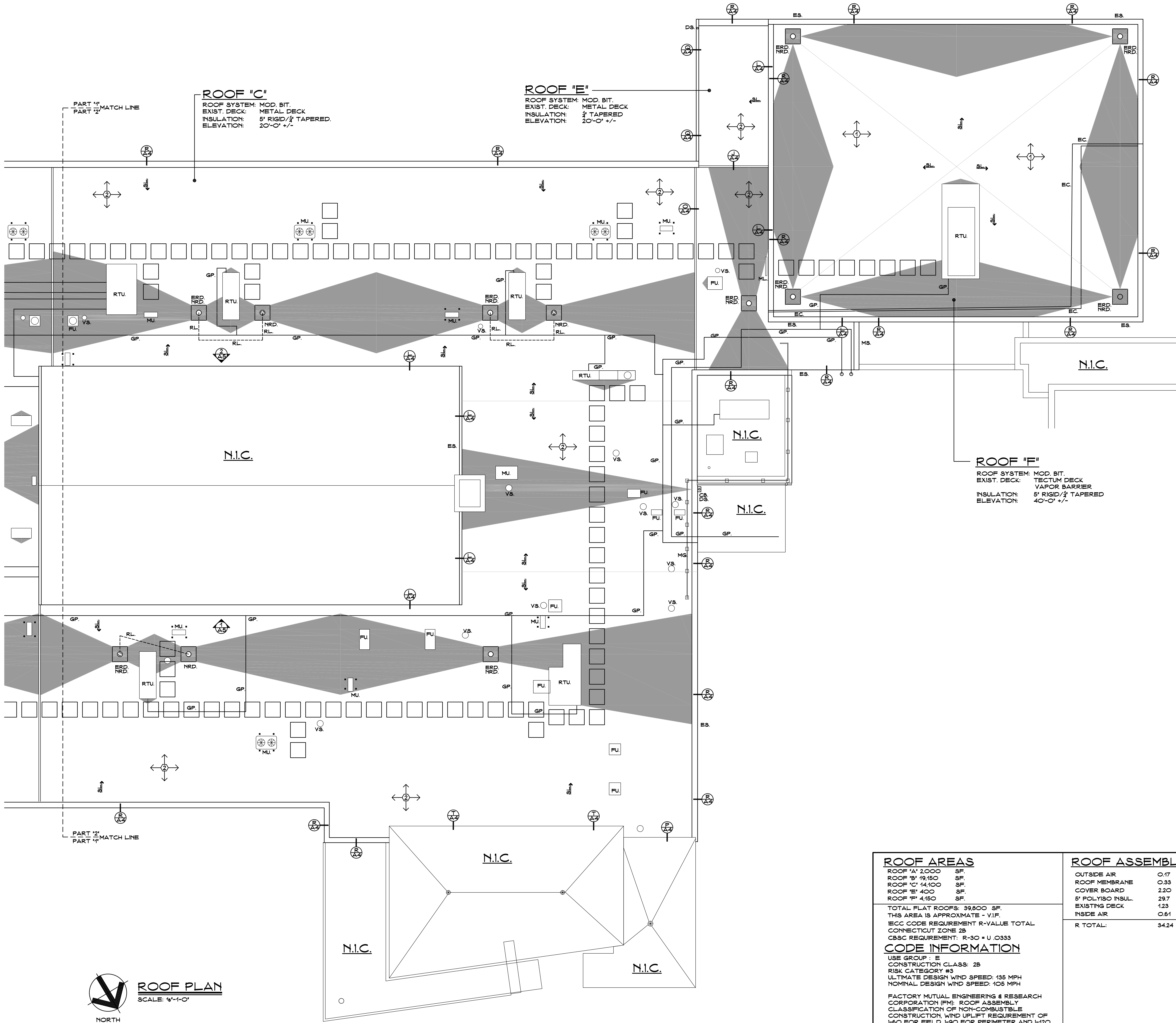
Revision:	Description:	Date:	Revised By:

Drawing Title:
Roof Plan Part "1"

STATE PROJECT #051-0153 RR

Date:
09/12/2022
 Scale:
 1/8"=1'-0"
 Drawn By:
K.LINSLEY
 Project Number:
 21146

A2



- SYMBOL LEGEND**
- PLAN, SECTION, DETAIL OR ELEVATION NUMBER - SHEET NUMBER.
 - EXISTING OUTLINE OF BUILDING.
 - INDICATES SLOPE DIRECTION OF TAPERED INSULATION AT 1/4" PER FOOT MIN.
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 - ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 1/4" PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
 - CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & RE-INSTALLATION OF ALL HVAC UNITS INCLUDING ANY ELECTRICAL OR MECHANICAL CONNECTIONS. THIS MAY INCLUDE THE EXTENSION OF EXISTING ELECTRICAL & DUCTWORK SYSTEMS TO ACCOMMODATE NEW MECHANICAL UNIT CURBING & NEW ROOFING SYSTEM.
 - SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
 - ALL DRAIN PIPING IS INSULATED ABOVE THE CEILING. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD. MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.
 - NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
 - ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK, TO BE REMOVED & RE-INSTALLED.

- DEMOLITION NOTES** (X)→
- REMOVE ALL EXISTING STONE BALLAST BUILT-UP ROOFING SYSTEM, 1" CONTINUOUS PERLITE BOARD & 2" POLYISO INSULATION. CONTRACTOR TO VERIFY IN FIELD.
 - REMOVE ALL EXISTING STONE BALLAST BUILT-UP ROOFING SYSTEM, 1/2" HARD BOARD & 3" POLYISO INSULATION. CONTRACTOR TO VERIFY IN FIELD.
 - REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.
 - REMOVE EXISTING ROOF DRAINS & SUMP.
 - REMOVE EXIST. SKYLIGHTS.
 - REMOVE ABANDONED ROOF TOP MECHANICAL UNITS.

- CONSTRUCTION NOTES** (X)→
- CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
 - WALKWAY PADS TO BE INSTALLED. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXACT ROUTE W/OWNER & ARCHITECT.
 - HORIZONTAL ROOF LEADER (MATCH DIAMETER OF EXIST.) ABOVE CEILING SLOPED @ 1/8"/FT MIN. TIE VERTICAL LEADERS INTO EXIST. PIPING AS REQD. SEAL ALL PENETRATIONS THROUGH WALLS & W/RE PUTTY AS REQD. BY CODE. PATCH & REPAIR ALL AREAS DAMAGED BY INSTALLATION OF NEW PIPING.
 - EXISTING GAS PIPING TO BE DISCONNECTED & PURGED. RAISE EXISTING GAS PIPING AS REQUIRED TO ACCOMMODATE NEW ROOFING INSULATION HEIGHTS. PROVIDE NEW PIPING EXTENSIONS, JOINTS, FITTINGS & RECONNECT TO EXISTING GAS MAIN. INSTALL ALL EXIST. & NEW GAS PIPING ON NEW PIPE CURBS 24" O.C. PRIME & PAINT ALL EXISTING & NEW GAS PIPING. SEE PROJECT MANUAL.
 - EXISTING ELECTRICAL CONDUIT TO BE DISCONNECTED & RAISED TO ACCOMMODATE NEW ROOF INSULATION HEIGHTS. REMOVE WIRE/CONDUIT & DISPOSE OF. INSTALL NEW CONDUIT & WIRING IN EXIST LOCATIONS & REPLACE ALL EXISTING JUNCTION BOXES TO MATCH EXISTING. EXTEND CONDUIT & WIRING AS REQUIRED TO ACCOMMODATE NEW ROOF HEIGHTS & ADD NEW JUNCTION BOXES AS REQUIRED. SEE PROJECT MANUAL.
 - NEW CAST IRON DOWNSPOUT. CONNECT TO EXISTING UNDERGROUND DRAINAGE STUB-UP. PRIME & PAINT. SEE PROJECT MANUAL.
 - TEMPORARILY REMOVE EXISTING METAL STAIRCASE, RE-INSTALL IN EXISTING LOCATION. MODIFY AS REQUIRED FOR NEW ROOF INSULATION HEIGHT.

ROOF AREAS		ROOF ASSEMBLY	
ROOF 'A' 2,000	SF.	OUTSIDE AIR	0.17
ROOF 'B' 19,150	SF.	ROOF MEMBRANE	0.33
ROOF 'C' 14,100	SF.	COVER BOARD	2.20
ROOF 'E' 400	SF.	5" POLYISO INSUL.	29.7
ROOF 'F' 4,150	SF.	EXISTING DECK	1.23
TOTAL FLAT ROOFS: 39,800 SF.		INSIDE AIR	0.61
THIS AREA IS APPROXIMATE - V.I.F.		R TOTAL:	34.24
IECC CODE REQUIREMENT R-VALUE TOTAL CONNECTICUT ZONE 2B			
CBSC REQUIREMENT: R-30 = U .0333			
CODE INFORMATION			
USE GROUP : E			
CONSTRUCTION CLASS: 2B			
RISK CATEGORY #3			
ULTIMATE DESIGN WIND SPEED: 135 MPH			
NOMINAL DESIGN WIND SPEED: 105 MPH			
FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FMR) ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION, WIND UPLIFT REQUIREMENT OF 160 FOR FIELD, 190 FOR PERIMETER AND 1120 FOR CORNERS, IN ACCORDANCE WITH FMR PROPERTY LOSS PREVENTION DATA SHEETS 1-28.			

Project Title:
Town of Fairfield
Roger Sherman Elementary School Partial Roof Replacement
250 Fern Street
Fairfield, Connecticut 06824

SILVER / PETRUCELLI + ASSOCIATES
Architects / Engineers / Interior Designers
3190 Whitney Avenue, Hamden, CT 06518-2340
One Post Hill Place, New London, CT 06320
Tel. 203 230 9007 Fax. 203 230 8247
silverpetrucci.com

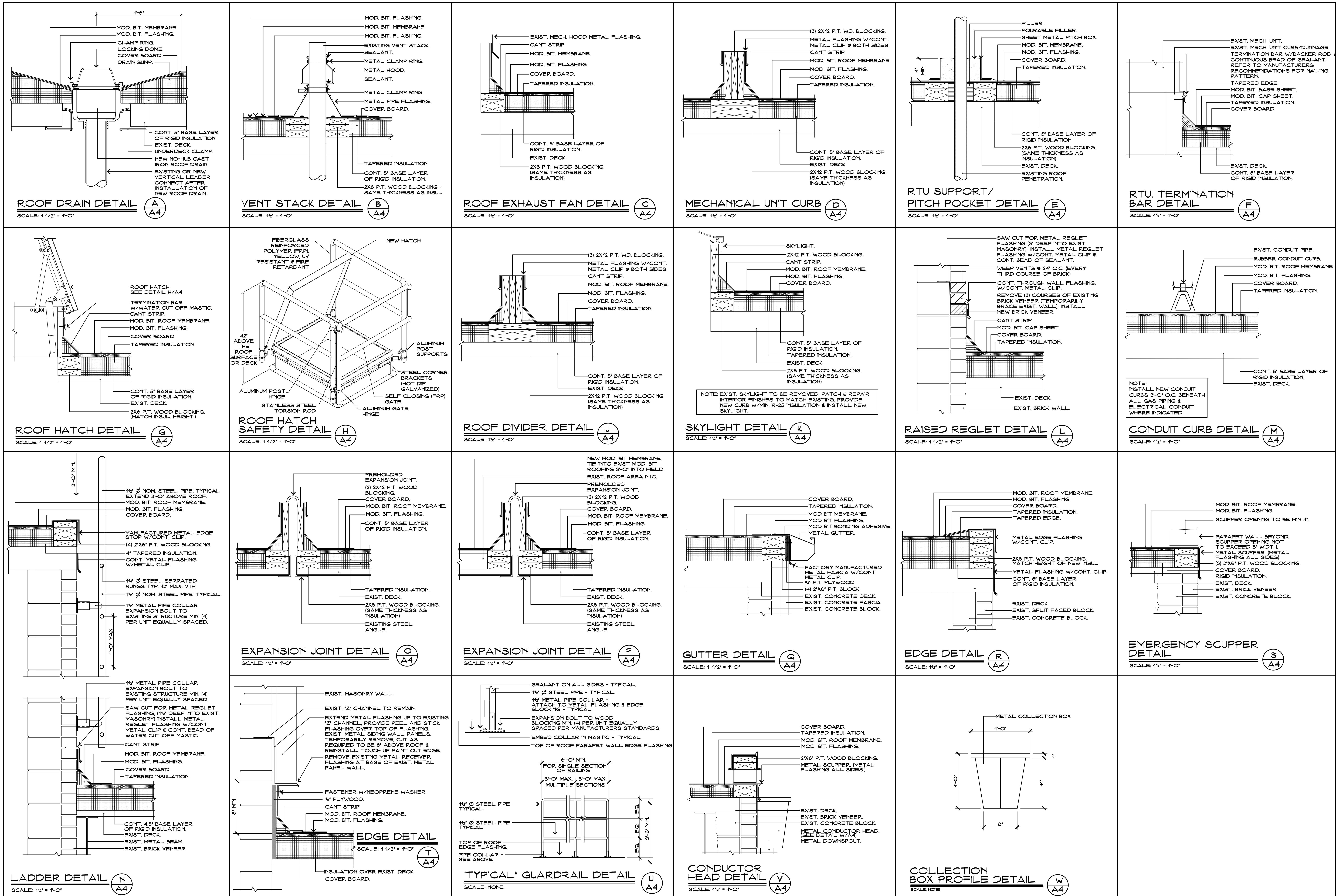
Revision:	Description:	Date:	Revised By:

Drawing Title:
Roof Plan Part "2"
Scale:
1/8"=1'-0"
Drawn By:
K.LINSLEY
Project Number:
21146

Date:
09/12/2022
Scale:
1/8"=1'-0"
Drawn By:
K.LINSLEY
Project Number:
21146

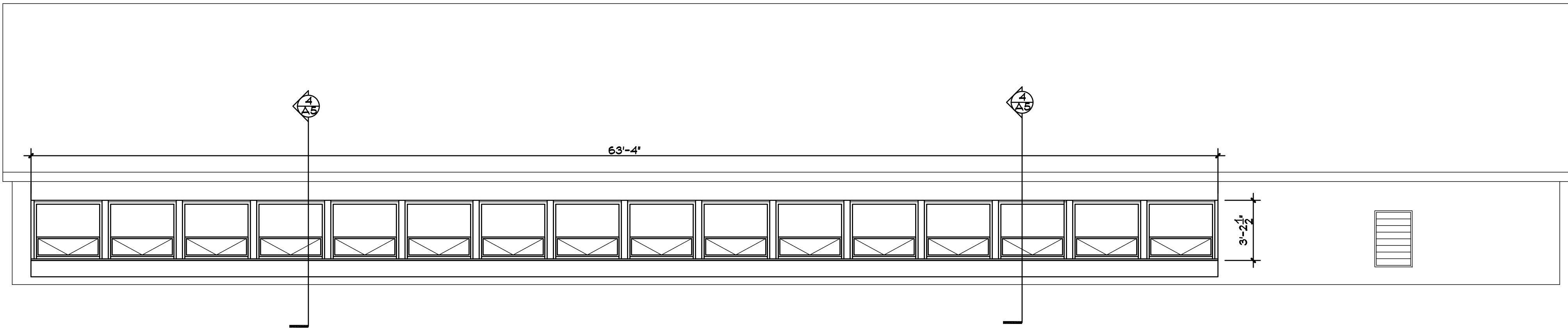
A3

STATE PROJECT #051-0153 RR

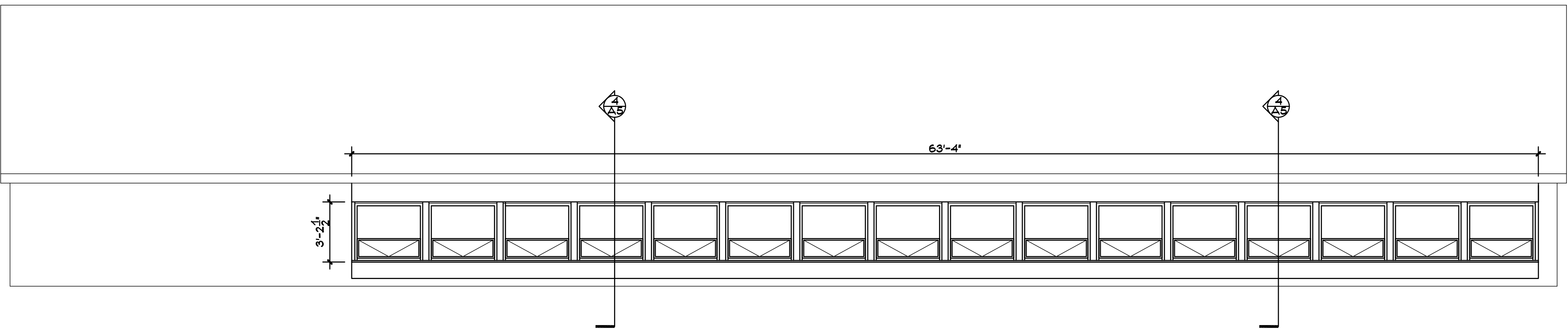


SYMBOL LEGEND

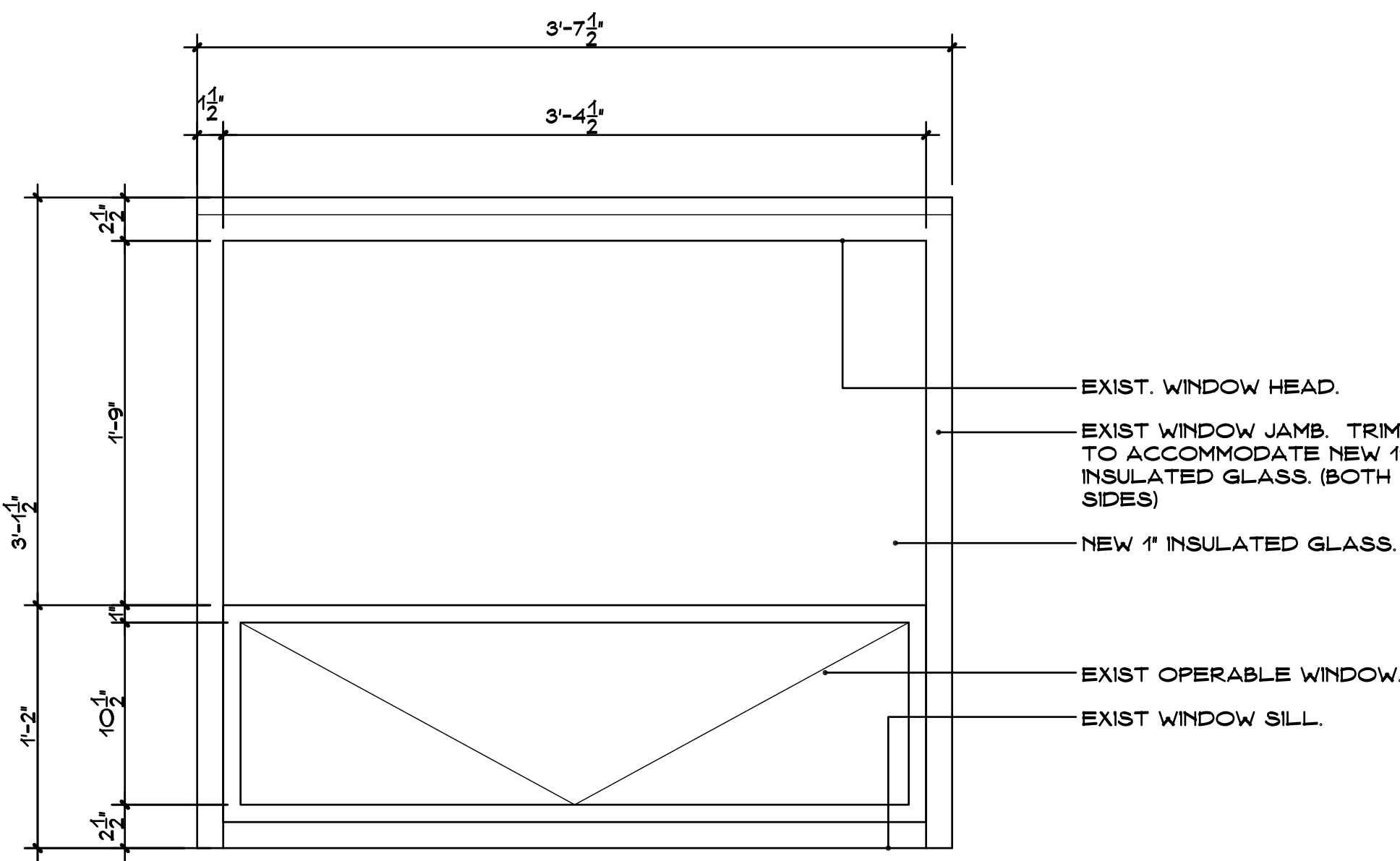
- EXISTING WALLS TO REMAIN
- EXISTING TO BE REMOVED
- WINDOW ELEVATION
- DEMOLITION NOTES
- CONSTRUCTION NOTES
- ELEVATION OR SECTION NUMBER
- SHEET NUMBER
- PLAN, SECTION, DETAIL OR ELEV. NUMBER
- SHEET NUMBER



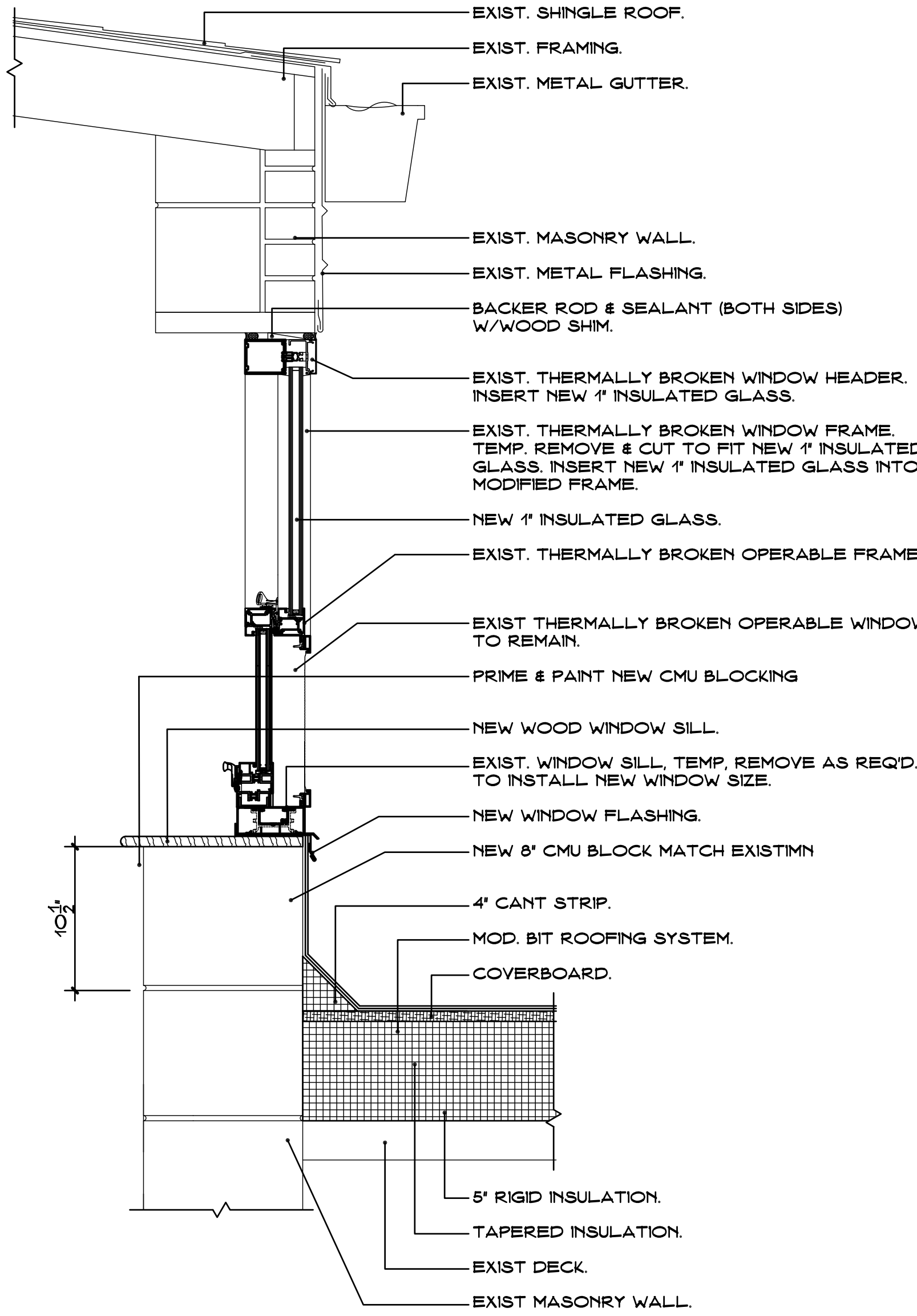
SOUTH PART ELEVATION 1/AS
SCALE: 1/4"=1'-0"



NORTH PART ELEVATION 2/AS
SCALE: 1/4"=1'-0"



TYP. WINDOW ELEVATION 3/AS
SCALE: 1 1/2" = 1'-0"



TYP. WINDOW SECTION 4/AS
SCALE: 1 1/2" = 1'-0"





Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Monday, 6 March 2023, the Purchasing Authority recommended an award of bid number 2023-50 Post Road ADA Ramp and Sidewalk Reconfiguration to Star Construction Corporation, Stratford, CT based on the attached pricing to provide all labor, materials, equipment and all else necessary for the Post Road ADA ramp and sidewalk reconfiguration as detailed in the bid specifications.

Star Construction Corporation is the apparent low bidder based on their price offering, and payment shall be made in accordance with the pricing listed on the attached bid tabulation sheet.

This project is being partially funded by the Small Town Economic Assistance Program (STEAP) and the Community Development Block Grant Program (CDBG).

The award of this contract to Star Construction Corporation is subject to the availability of funding and is also subject to the review and approval of the Board of Selectmen.


Brenda L. Kupchick, First Selectwoman


Adam B. Tulin, Director of Purchasing



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2023-50

State Project No. 50-221

Post Road ADA Ramp and Sidewalk Reconfiguration

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted February 22, 2023

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

Star Construction Corporation

Doing Business As (Trade Name)

40 Embree Street

Address

Stratford, CT 06615

Town, State, Zip

Maria Arduini, President

(Mr. / Ms.) Name and Title, Printed

Signature

203-386-9211

Telephone

203-386-8942

Fax

Maria@StarConstructionCorp.com

E-mail

Thomas R. B...
First Selectwoman
[Signature]
Director of Purchasing
2/2/2023
Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Wednesday, 22nd February, 2023

To provide labor, materials, equipment and all else necessary for the Post Road ADA ramp and sidewalk reconfiguration as specified in the bid document.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "**BID #2023-50**" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Department of Public Works and Department of Community and Economic Development is seeking competitive bids from qualified Contractors to provide all labor, material, equipment and all else necessary for the Post Road ADA ramp and sidewalk reconfiguration as specified in the plans prepared by the Engineering Department, Town of Fairfield.

The Town of Fairfield has received notice of a DOT STEAP grant commitment to fund the ADA ramp and sidewalk reconfiguration along the Post Road, west of Fairfield center. The awarded Contractor shall remove old and deficient concrete or asphalt sidewalks, driveway aprons, curbing and other materials/structures as shown on the plans in preparation for the installation of new concrete sidewalks, new concrete aprons, new brick pavers, new cast-in-place concrete, and new concrete curbs (add alternate)

PRE-BID MEETING

A site meeting will commence at 1401 Post Road, outside Chase Bank, at **2:00 pm, Tuesday, 7th February, 2023**, for prospective bidders to scope the conditions.

- While the meeting is non-mandatory, prospective bidders will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website as below. Copies will not be made available at the meeting, nor will they be faxed out.
- All requests for information will be answered in writing as specified below under Addenda.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at **www.fairfieldct.org/purchasing**

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **11:00am on Tuesday the 14th of February, 2023**.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Ms. Lee A. Flaherty, Buyer: LFlaherty@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately **Thursday, 16th February, 2023** to the Town of Fairfield website, which is **www.fairfieldct.org/purchasing**. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

BID BOND / BID SECURITY

A bid bond (on a State Bond Form) in the amount of \$50,000.00 as stated per the Terms and Conditions must be submitted with the proposal.

All bonds, including payment and performance bonds when applicable, shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; **https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm**

REQUIREMENTS

- A. Any sizes or estimate of quantities as shown on drawings are approximate and are not guaranteed in any respect. Prospective bidders are to visit the site to verify scope of the work, measurements, quantities, etc., prior to bidding. The Town reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.
- B. Price is to include all labor, materials, tools, equipment, plant, mobilization, permits, insurances, etc., required to properly complete the project.
- C. The Town of Fairfield reserves the right to award the bid with multiple items:
 - to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
 - to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
 - and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- D. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- E. It is a national policy to provide minority and women's business enterprises (M and WBEs) the maximum opportunity to participate in activities carried out under public funding and to award a fair share of contracts to M and WBEs.
- F. The successful bidder MUST secure all required permits (local, state, federal) prior to commencing work on the site. The awarded Contractor will need to complete a PMT-1 application for permit prior to commencing any work.
- G. The awarded Contractor will have access to the site immediately upon award of contract and all work must be completed in a timely manner. Time is of the essence. All work time must be coordinated with the Project Engineer.
- H. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.
- I. **Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following; Bid Invitation, Addendum, CT DOL Prevailing Wage Documents, Award Resolution, Town Purchase Order, and AIA Contract or equivalent when applicable.**
- J. In the instance the Contactor discovers unanticipated hazardous material, whether it be in nature or capacity, the Town reserves the right to terminate the Contract and regain possession of the project site.
- K. This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

The Successful bidder will be required to submit a Set-Aside Plan to CHRO and/or Affirmative Action Plan within 30 days of the execution of contract, monthly reporting to the State of Connecticut, final SBE/MBE status reports, and all other required documentation as set by the State of CT Commission of Human Rights and Opportunities.
- L. The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and /or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.
- M. All Bidders must include with their submission a completed and signed State of Connecticut, Certificate of Compliance with Connecticut General Statute Section 31-57b.
- N. CT DOL PREVAILING WAGE REQUIREMENTS - This is a prevailing wage rates project and is subject to all CT DOL requirements. Certified Payroll will be required for all work completed.
- O. The Invitation to Bidders must end with the following statement:

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

ENCLOSURES

1. Drawings provided by Town of Fairfield Engineering Department

2. State of Connecticut Department of Transportation Acceptance Letter
3. CT DOL Prevailing Wage Rates
4. CHRO Form - Contract Compliance Regulations Notification to Bidders
5. State of Connecticut, Certificate of Compliance with Connecticut General Statute Section 31-57b

GENERAL SCOPE OF WORK

Scope of work shall include but is not limited to:

1. Replacement of existing sidewalks along Post Road and Old Post Road – See plans for the work limit.
2. Replacement of ADA ramps with new ramps along Post Road.
3. Installation of Detectable Warning Strips.
4. Replacement of brick pavers as indicated on the plans.
5. Realigning and replacement of crosswalks.
6. Shifting of ornamental light.
7. Removal of one (1) tree at the corner of Post Road and Unquowa Place.
8. Resetting of benches, catch basins (CB) and manholes (MH).
9. Relocation of a mailbox.
10. Curb installation and relocation of an ornamental light located on Post Road is included as an add alternate.
11. Surveying and closeout of the project.
12. Prior to any demolition or construction work, the Contractor shall prepare the site according to all local, state and federal laws. This includes obtaining state permits (Note: A DOT encroachment permit has been obtained by the Town but must be issued and bonded through the awarded Contractor as required by the Department of Transportation).
13. The Contractor shall contact Call before You Dig (CBYD) and obtain all paperwork and information prior to commencing any work
14. The Contractor shall also furnish and install any erosion and sediment controls necessary as detailed or required on the plan document such as but not limited to catch basin (CB) filters, silt sacks, silt fence.
15. Prior to beginning work, the Contractor shall also furnish and install “Maintenance and Protection of Traffic” items per D.O.T. permit conditions and Town of Fairfield Police Department. The Contractor shall follow the CTDOT Traffic Control Maintenance Operation Manual for the work in travel lane.
16. Once provided the notice to proceed, the Contractor shall start construction staking, clearing and grubbing, excavation and removal/disposal of old concrete or asphalt sidewalks, driveway apron, curbing and other materials/structures as noted on the Sheet-01.
17. The Contractor will be responsible for a safe work zone with installing cones, horses, “warning tape”, signs and/or construction fencing depending on daily work site condition.
18. Any specific details referenced to Form 818, shall refer to the State of CT DOT Standard Specifications Form 818 as to materials and methods of construction.
19. All pay items shall include all labor, equipment, and materials to complete the items and the project unless otherwise specified.

Payment for Project Preparation shall be made under the following approved items:

Item No. 1 –Erosion Control: Measured lump sum and shall include silt fence for stockpile perimeters, catch basin filters or silt sacks, sweeping and dusting and any other erosion & sediment (E&S) structures necessary depending on construction means and methods.

Item No. 2- General Earth Excavation: Measured lump sum and shall consist of general and all necessary earth excavation. This will include clearing and grubbing, earth excavation, minor demolition and the proper disposal of these materials. The Town transfer station nor the DPW yard will be able to accept these materials. Excavation for curbs, sidewalks including ADA Ramps, driveway aprons shall be absorbed in the various applicable pay items throughout the contract. Contractor shall follow State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction (Form 818) for excavation disposal, clearing, and grubbing.

Item No. 3 – Cut Bituminous Pavement: Measured per linear foot of approved neat saw cut along Post Road only. Other cuts shall be absorbed under other items such as bituminous pavement repair. Contractor shall cut back 18” of pavement at all the proposed ADA ramp locations. Contractor shall follow pavement repair detail attached in the plan set.

The Cut Bituminous Pavement item shall include all saw cuts along Post Road for new driveway aprons, ADA ramps accounting for deeper cuts due to the state highway cross section. Cut concrete pavement shall include sawcut(s) to potential concrete pavement due to the state highway cross section. Specifications shall conform to Form 818, sections 2.02 and 4.06.03. Notify Town for Concrete pavement.

Item No. 4 - Cut Concrete Pavement: Measured per linear foot of approved neat saw cut in State roadway. Other cuts are to be absorbed in various pay items such as concrete sidewalks or driveway aprons etc.

Item No. 5 – General Conditions: Measured lump sum, and shall include mobilization, permits, bonds, insurance, construction staking, as-builts, reset survey monuments if applicable, state requirements, administration, and any other miscellaneous items not specifically listed or mentioned. This shall include resetting four (4) catch basins, one (1) manhole, one (1) USPS mailbox, thirteen (13) signs and benches, mobilization and closeout of the project.

New Construction

Item No. 6 – Concrete Sidewalks: Measured per square foot, this item shall involve the demolition, removal and proper disposal of concrete sidewalks where required (see plan for locations). Proposed replacement shall be as per the dimensions and location(s) shown on the plan.

Concrete sidewalk and pedestrian ramps shall consist of Class C concrete meeting the requirements of Section 9.21 meeting M.03.01 for Class C concrete of the 2004 State of Connecticut DOT Standard Specification Form 818. The concrete shall be three (3%) percent air-entrained concrete, five (5) inches thick, poured on six by six (6 x 6) inch square # 10 gauge wire mesh, having a twenty eight (28) day compressive strength of four thousand (4000) psi and one-half (1/2) inch expansion joints with pre-molded fillers, set one-quarter (1/4) inch below finished surface, spaced every twenty (20) feet and joined in sections spaced equal to width or closer. The surface shall be floated with a wooden float to produce an even, gritty finish. Concrete should be protected/sealed with Saltguard WB or approved equal. Where required in the field, and authorized by the Engineer, the Contractor shall install additional gravel sub base or remove/ replace gravel sub base. This sub base material shall meet grading B of Section M.02.06 of Form 818 (See Item 11).

Details shall be in accordance with drawing details. Contractor will be responsible for any damage or material splatters/debris to adjacent areas. Payment for this item shall be made under "Concrete Sidewalk", measured per square foot of concrete sidewalk installed and shall include all labor, material, equipment necessary to construct the concrete sidewalk. Price shall also include all saw cutting, excavation, cleaning, dust control, reinforcement, formwork, backfill, any disposal of surplus/old material, topping off/compacting gravel or reclaimed miscellaneous aggregate base, etc.

Item No. 6A – Bituminous Concrete Sidewalk: Measured per square foot, this item shall involve the demolition, removal and proper disposal of Bituminous sidewalks where required (see plan for locations). Proposed replacement shall be as per the dimensions and location(s) as shown on the plan. The contractor shall follow CTDOT Form 818 and the Town specification details.

Item No. 6B- Concrete Sidewalk ADA Ramp Section: Measured per square foot, at street intersections, the sidewalk shall be laid to the flush curb, with provision for ADA sidewalk ramp with tactile detection strips as shown on plan. The ADA ramp and landing shall meet State Specifications/details and include detectable warning tactile strip.

Item No. 6C - Detectable Warning strips shall be used at roadway intersections with cast in place composite paver tiles (inline dome pattern) and shall have a "Brick Red" homogeneous color throughout conforming to specifications and details, including Article M.06.01 of Form 818. The Contractor shall provide a sample to the Town for approval.

Payment for this item shall be made under Concrete Sidewalk ADA (Ramp), measured per square foot of concrete sidewalk ramp installed and shall include all labor, materials, and equipment necessary to construct the concrete sidewalk, drop curbing, reinforcing steel, ramped section from street to landing. Price shall also include all saw cutting, excavation, cleaning, dust control, reinforcement, formwork, reinforcing steel, tactile strips, etc.

Item No. 7 - Concrete Driveway Apron: Measured per square foot, this item shall include the demolition and removal of existing concrete and/or asphalt driveway aprons which shall be replaced with new concrete driveway aprons at the south eastern side of Post Road.

The newly installed concrete driveway apron shall consist of Class C concrete meeting the requirements of Form 818 as to material and method of construction except as noted. The apron shall be constructed of three (3) percent (3%) air-entrained concrete having a twenty-eight (28) day compressive strength of four thousand (4000) psi. The concrete shall be eight (8) inches thick and shall be reinforced with six by six (6 x 6) inch square number ten (10) gauge wire fabric. The concrete shall be laid on a six (6) inch thick bank run gravel base meeting the grading of Section M.02.06 of Form 818. The existing subbase can be utilized if determined to be in good condition by the Engineer.

This work shall be paid for at the contract unit price per square foot for "Concrete Driveway Apron," complete in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, gravel or reclaimed miscellaneous aggregate base, reinforcement, equipment, tools, materials and labor incidental thereto. Note, some of the aprons are listed as "add alternates" on the plan.

Items No. 8 Bituminous Pavement Repair HMA 0.5 & HMA 1.0 along Post Road: As noted on the plans, or as necessary in the field and approved by the Engineer, the Contractor shall furnish and install bituminous concrete for the repair and replacement of bituminous paving adjacent to any new concrete curb, ramp, or apron installation. The bituminous concrete shall match existing bituminous paving along Post Road (US 1).

Before excavating existing road for removal of curb and replacement of new curb, the Contractor shall cut a neat line with saw, (approximately 1'-0" away from face of curb). After placement of new curb, the area between the curb and existing pavement shall be backfilled with gravel meeting Grading B Section M2.02.06 of Form 818 and thoroughly tamped. Before paving, paint existing bituminous cut with liquid bituminous tack coat.

On gravel filled subbase or existing subbase, place a minimum of two (2) courses with two (2) lifts each of bituminous concrete, Superpave, HMA 0.5 top course, and HMA 1.0 as required by the State DOT, (see enclosed detail) estimated to be nine (9) inches total consisting of two (2), three (3) inch lifts HMA 1.0 and two (2), one and a half (1 ½) inch lifts of HMA 0.5 after compaction, meeting the requirements of Form 818-2004, Section 4.06 on detail and CT Highway Design manual.

Payment for this item will be paid for at the contract unit price per ton under HMA 0.5 and HMA 1.0 under complete in place and shall include the cost for all excavation as specified above, backfill, saw cut, disposal of surplus material, gravel or reclaimed miscellaneous aggregate base, equipment, tools, materials and labor incidental thereto.

Item No. 9- Bituminous Pavement Repair: Measured per square foot, this item is for general asphalt repairs to driveway aprons or other paved areas off the state highway. Bituminous repair shall meet conditions of existing asphalt in terms of depth, estimated to be three (3) inches total after compaction, meeting the requirements of Form 818, Section M.04 for a Class 2 mix for surface course and Class 1 for binder course. Roll each layer with a minimum weight two (2) ton roller.

Payment for this item will be paid for at the contract unit price per square foot for "Bituminous Pavement Repair" complete in place and shall include the cost for all excavation as specified above, backfill, saw cut, dispose of surplus material, gravel or reclaimed miscellaneous aggregate base, equipment, tools, materials and labor incidental thereto.

Item No. 10A: Brick Pavers Resetting/Reinstallation: Measured per square foot, this project involves resetting and reinstalling the existing brick pavers where marked on the plans and installing the new brick pavers where marked on the plans.

Item No. 10B : New Brick Pavers: Measured per square foot, any new brick paving required shall be red brick pavers 2-1/4" x 3-3/4" x 7-1/2" or approved equal, wire cut, set in 1/2" mortar bed (ASTM C 270) over a three (3") inch concrete base (3000 psi concrete) on gravel sub base. Joints between bricks shall be 1/8" maximum and filled with stone dust. Contractors shall submit a brick sample to the Town for approval. Work included may involve saw cutting existing concrete sidewalk, asphalt or earthen areas and removing existing materials where brick pavers are to be installed. Contractor shall work around and abut manholes, utility fixtures etc., in a professional manner.

Payment for this item will be paid for at the contract unit price per square foot for "Brick Pavers" complete in place and shall include the cost for all excavation as specified above, saw cutting and removal of existing sidewalk, backfill, disposal of surplus material, gravel or reclaimed miscellaneous aggregate base, equipment, tools, labor, installation and material incidental thereto. Prior to installation, the Engineer may direct the Contractor to install conduit (refer to Item no. 17) for future ornamental lighting or #6 x #6 wire mesh (at cost or DPW provided) in known parking areas.

Item No.10C: Grey Granite Slab Installation: Measured per square foot, this installation includes 23.5" X 27.5" Grey Granite Slab Steeled Face (Smooth-Not Polished) which will be donated by Oak Lawn Cemetery and Arboretum.

Items No. 11 Street Trees: One (1) marked tree shall be removed at the corner of Post Road and Unquowa Place. Before removing the tree, the Contractor shall mark the tree in accordance with the clearing limits shown on the plan and in Section 2.01 Clearing and Grubbing section. All trees along the disturbed area shall be protected by placing pervious material to protect the root system and in accordance with section 9.15 of Form 818 Tree Protection. Before removal of the tree roots, the Town Engineering Department will hold a meeting with the Contractor and Town Tree Warden. Contractor shall coordinate with the Town Tree Warden. Protection of trees shall be absorbed in pay Item No. 1.

Item No. 12 Maintenance and Protection of Traffic: The Contractor shall provide safe traffic control for the Post Road (US 1) and any adjacent street corners during the construction of this project. A minimum of one (1) lane twelve (12) feet wide in each direction shall be provided at all times unless approved by the Fairfield Police Department or DOT. The excessive width of the Post Road can provide a construction work area and travel lane provided that a temporary "no parking" area is established. It is recommended that the temporary no parking area is extended slightly beyond the immediate construction work zone for that day, unless authorized by the Engineer. The Contractor shall maintain clear access and egress to all affected street level businesses during construction. It is strongly suggested that the Contractor work with the businesses regarding their least busy time if the Contractor must shut down the driveway and occupy the parking lot for reconstruction purposes.

The Contractor shall follow DOT approved Work Zone, 818 Construction Notes and MPOT plan, See APPENDIX for example situations. The Work Zone plan must meet MUTCD and State D.O.T. specifications Sections 9.70 through 9.79, where applicable. The Contractor shall follow the Work Zone Plan (CONN DOT Traffic Control Patterns for Highway Maintenance Operations) and furnish, install and maintain temporary construction signs, cones, barriers, barricades necessary. Construction signs shall conform to Section 12.20 with reflective sheeting confirming to Article M 18.09 (Type III). Any alterations must be approved by Municipal Police and the CT Department of Transportation. This should also include sidewalk access / closures signage.

Note: DOT requirement: The Contractor shall not impede traffic from 8:30 AM to 4 PM. on US 1 and will need DOT permission to work during rush hours or "after hours".

Payment shall be made under the items, "Maintenance and Protection of Traffic" measured lump sum, and shall include all temporary cones, barriers, construction signs and mobilization necessary to provide an approved work zone. It shall include all labor, materials, maintenance and equipment necessary to complete this item.

Item No. 13 Uniformed Police/Traffic Persons: For this project, where and when required by the Fairfield Police Department, the Contractor shall coordinate and provide Police Services for traffic protection. As of the date of this posting, the current rate for a Uniformed Officer is \$84.00 per hour with an additional \$25.00 per hour for the Police Vehicle. There is no mark up on the Police vehicle.

If a Uniformed Police Officer is not available, other certified traffic persons may be used when authorized by the Engineer. Note: Police require minimum of four (4) hours. The Contractor shall exercise good faith and must make best efforts to combine construction activities to fulfill the four (4) hour requirement. The Contractor shall contact Fairfield Police Department for Traffic Control at 203-254-4830 for their services.

Police or traffic persons that are requested solely for the Contractor's operational needs, or if the Contractor changes/cancels without proper notification to the Police Department, will not be approved for payment and will be at the Contractor's expense. This shall include show up costs for any Police or traffic person not used.

Payment will be made under the item, Uniformed Police Officer, measured by actual hours worked, approved and charged via invoice, and shall include any cost of labor to coordinate, administrate or hire said officer. In the event a Police vehicle is required, an additional \$25.00 per hour or current rate reimbursement from invoice will be added as noted in the proposal.

Any cut detector loops or other traffic related items damaged by the Contractor during construction will have to be replaced by the Contractor at their expense. The signal plans contained in this contract are for informational purposes to give the Contractor an idea of where equipment is located. The Contractor shall contact DOT 3 Electrical prior to construction of the project to locate all rigid metal conduit (RMC) and loops.

Add Alternates:

Item No. 14 – Department of Public Works (DPW) Provided Gravel Sub Base Spreading/Compacting: If required due to poor field conditions or absence of existing subbase and as directed by the Engineer, the Contractor shall install "DPW Supplied" gravel subbase or processed aggregate wherever applicable.

DPW will provide the Contractor with the subbase to the site and the Contractor shall spread and compact where required. This item will be payable for "extra" labor and equipment to install subbase (DPW provided) spreading/compacting, measured per square foot spread out and compacted, for unexpected areas lacking sub base, with approval of the Engineer.

For existing sidewalks that will be replaced, it is assumed that there is adequate subbase. If existing subbase is lacking, the Contractor must notify DPW Engineering so that DPW will provide topdressing subbase for the Contractor to spread out and compact. This

includes the extra foot widening required of sections of existing sidewalk that will be replaced. DPW will provide the material for this narrow section, if needed.

Item No. 15 Concrete Curb: As indicated on the plan, this item shall involve the demolition and removal of the existing asphalt and/or concrete curbs to the full depth where required. Contractor shall replace or install new concrete curbs to the dimension and location as shown on the plan.

Concrete for the new curb shall consist of poured Class C concrete meeting the requirements of Section 8.11 of Form 818 (No precast curbs shall be used). Concrete curbs shall be constructed of three (3) percent air-entrained concrete with minimum twenty-eight (28) compressive strength of four thousand (4000) pounds psi and shall be seven (7) inches wide at the bottom, six (6) inches wide at the top and eighteen (18) inches overall height, with six (6) inches of such height exposed above the ground * and the batter set to the roadway edge. *** In many cases, curb reveal will be much lower than six (6) inches, obtaining the maximum reveal possible which could match existing conditions or a slight increase pending maintaining positive drainage cross section.**

Such concrete curbs shall be constructed with one-half (1/2) inch expansion joints of pre-molded material every thirty (30) feet and construction joints every ten (10) feet. The top corner of the face of the curb shall be rounded to a radius of 1 inch. The surface shall slope smoothly at driveway approaches. "Durok Shield" (1 gal/200sf) or approved equal shall be used as protective seal. All exposed edges shall be rubbed smooth to remove irregularities or form marks. No monolithic pours will be allowed unless explicitly approved by DOT and Engineer.

Payment for this work will be made at the contract unit price per linear foot for "Concrete Curbing" of the type specified, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto.

Backfill transitions of earth shall be absorbed in the cost of this item; however, asphalt replacement will be made under the item Bituminous Pavement Repair, described later in the contract.

Item No. 16: 2 Inch PVC Conduit: As indicated on the plan, the ornamental lights located along Post Road may be shifted. Contractor shall verify with the Town Engineer before shifting the lights, see plans for the location.

All conduits for underground wiring shall be two (2) inch schedule 80 P.V.C. The Contractor shall provide all labor, materials and equipment necessary to install PVC conduit for a future lighting system as shown on the drawing and as specified herein. All work in the electrical component of this project shall meet all National and Local electrical codes. The Contractor shall provide and install PVC caps at any ends. Work shall include trenching to provide an 18-inch minimum cover for the main underground electrical conduit in areas called for on the plans or as directed by the Engineer.

Payment will be made under the item, two (2) inch PVC Conduit, measured per linear foot of conduit installed and shall include all labor, material and equipment to complete this item.

Notes:

- The project area shall be cleared of all construction debris upon completion.
- Contractor shall obtain all necessary permits for all proposed work, including permit from State of Connecticut Department of Transportation for all work proposed for on State of Connecticut land. Town has secured pre-approval. The awarded Contractor will need to complete a PMT-1 application for permit prior to commencing any work.
- Contractor is to restore, to original condition, all disturbed or damaged areas or pavements resulting from construction operations.
- Contractor shall provide protection around existing trees (where applicable) during construction (4'-0" ht. orange snow fence shall be used.)

Notes: (continued)

- Contractor shall reset catch basin grates and manhole tops as required (where applicable). Match finished grade elevations.
- All dimensions are approximate and should be verified in the field by the Contractor.
- Contractor shall coordinate traffic protection/traffic control prior to any construction activity.

- Where adjacent lawn has been disturbed by construction, the Contractor shall regrade with four (4) inches of good quality topsoil. The area shall be seeded with a bluegrass fescue mixture at a rate of four (4) pounds per 1000 square feet and watered to insure initial growth.
- Contractor shall maintain clear access and egress to all affected street level businesses during construction.
- Contractor shall coordinate traffic protection with the option of Police Dept. and Engineering to any construction activity.

Final Preparation & Closeout of the Project:

When sidewalks are completed, the Contractor shall restore the site to a clean and useable condition. This shall include loam and seeding of disturbed areas, backfilling curb or sidewalk areas, removing heaved pavement, removing erosion and sediment control fixtures after stabilization, sweeping, removing debris and restoring the project site from Contractor activities, etc. Contractor shall be responsible for mobilization of materials and closeout of this project. All the items are covered in Item 5 general conditions.

Miscellaneous:

- The Contractor shall notify any utility company having facilities within the limits of this contract and coordinate utility adjustments with his own schedule. Any damage to private and public property, including utilities and private structures or dwellings shall be repaired by the Contractor at no cost to the Town. The Contractor shall call the "Call before You Dig" toll-free number in Connecticut 1-800-922-4455, before commencing work. The Contractor shall follow all OSHA, State and Local health and safety codes.
- The time of completion will be 120 calendar days, measured from the notice to proceed.
- The cost of any work not expressly covered by a pay item but necessary for the completion of the project, such as, but not limited to excavation, testing, repairing disturbed grass areas, and removing all construction debris (including temporary signs, erosion control, etc.) shall be absorbed in the various pay items.
- Due to the nature of the project, the Town has the right to add or delete items.
- Nearby areas of Town Right of Way or property may be available for storage of equipment and materials; however, the Town/City/State will not be responsible for items lost, stolen, damaged or vandalized.
- The Town is offering a minimum of 5000 sf in the Fairfield RR Station Satellite (Old Fairprene) parking area off Mill Plain Road for staging or stockpiling of materials. More details available at pre-bid meeting. The Contractor shall replace or reinstall any signs that were distributed by the Contractor.

BID PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, Maria Arduini, President of Star Construction Corporation have received the following contract documents,

1. BID Document #2023-50,
2. Posted addenda (if any) numbered #1 thru #1, posted at www.fairfieldct.org/purchasing + Revised Bid Form

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, and all else necessary for the Post Road ADA ramp and sidewalk reconfiguration as specified in the bid document. Please utilize the link below to access the pricing proposal form:

2023-50 Bid Proposal Pricing Sheet

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted.

The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, permits (where not waived by the Town), licenses, overhead and profit, taxes (except from which Owner is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- ☒ Cover page, completed and signed.
- ☒ Addenda acknowledged per Item 2 on Bid Proposal Form, or
- ☒ Signed and submitted with modified pricing if requested.
- ☒ List of references where projects performed of comparable size and scope within the past three years.
- ☒ Schedule of values.
- ☒ List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- ☒ Prices submitted include Prevailing Wage Rates as appended to this document.
- ☒ Bid Bond (on a State Bond Form).
- ☒ State of Connecticut, Certificate of Compliance with Connecticut General Statute Section 31-57b
- ☒ Stated exception (if any are to apply)

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Maria Arduini, President

Name and Title of Authorized Representative (Printed)



Signature

February 22, 2023

Date



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #1 BID #2023-50 Post Road ADA Ramp and Sidewalk Reconfiguration

17th February, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. A pre-bid meeting for this bid solicitation was held at 2:00pm on Tuesday, February 7th, 2023 at 1401 Post Road, outside of Chase Bank, Fairfield, CT 06824. A copy of the sign-in sheet from the pre-bid meeting is posted on the Purchasing Department's page of the Town's website. For your convenience, a direct link to the sign-in sheet is provided below.

[2023-50 Pre-Bid Sign-In Sheet](#)

2. Please utilize the link below to access the REVISED Bid Proposal Pricing Sheet.

[2023-50 REVISED Bid Proposal Pricing Sheet](#)

Correction:

1. Please note the Bid Bond/Bid Security Town requirements below:

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal. Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bonds, including payment and performance bonds when applicable, shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

2. Please note that the State requires the awarded Contractor to obtain a bond (on a State Bond Form) in the amount of \$50,000.00 prior to commencing work on this project.

Questions:

1. Would it be possible to obtain a cost estimate/budget and current plan holder list for the subject solicitation? In addition, what is the construction timeline including start and end dates?

Response: The Town has received a DOT STEAP grant and the cost estimate for this project was \$150,000.00. The Town does not keep a current plan holder list.

The awarded Contractor shall have site access once provided with a notice to proceed, with all work to be completed within ninety (90) days.

ADDENDUM #1
BID #2023-50
Post Road ADA Ramp and Sidewalk Reconfiguration
(page 2 of 2)

2. Can you please provide us with an engineer's estimate or a general "Budget" for the above referenced project?

Response: The Town has received a DOT STEAP grant and the cost estimate for this project was \$150,000.00.

3. Will the Town allow the use of polymeric sand over 3" concrete slab?

Response: Yes, the Town will allow the use of three-quarter inches of compacted polymeric sand over 3" or 4" of concrete slab.

4. During the walk-through it was identified that the driveway aprons along Post Road may have to be regraded in order to be consistent with the sidewalk grades. If not regraded it may create low points. This is not in the Town's scope of work.

Response: Driveway aprons along Old Post Road shall be adjusted in the field by the Contractor and as approved by the Town Engineer. Extra work would be based on the contract item price for bituminous concrete or applicable unit prices.

5. Should pin and polymeric expansion joints be considered for sidewalks?

Response: Yes, pin and polymeric expansion joints should be considered for sidewalks and included in concrete sidewalk pay items.

6. Will tree roots have to be disturbed due to grades?

Response: The Contractor shall notify the Town Tree Warden regarding any tree root disturbances that are not mentioned in the plan.

End of Addendum #1

Company: Star Construction Name: Maria Arduini Signature:  Date: 2-22-2023

REFERENCES

Provide reference details of most recent similar scope projects performed:

REFERENCE #1:

Name of Company State of CT-Dept. of Transportation Phone 860-496-4233
Contact Person Mark Carroll - GC: O & G Industries Cell _____
Company Address 112 Wall St., Torrington, CT 06790 Fax _____
Date work completed I-95 over US Route 1, Branford 10/2020 Email MarkCarroll@ogind.com

REFERENCE #2:

Name of Company UConn Stamford CT Phone 203-488-7264
Contact Person M. Giordano - GC: Giordano Construction Cell _____
Company Address 1155 Main Street, Branford CT 06405 Fax _____
Date work completed UConn Stamford - Sidewalks & Curbs - State of CT - State of Conn. 11/2020 Email kw@giordano.build

REFERENCE #3:

Name of Company Conn. Dept. of Transportation Phone 860-229-4853
Contact Person GC: Manafort Brothers Cell _____
Company Address 414 New Britain Avenue, Plainville, CT Fax _____
Date work completed I-95 Yankee Doodle Bridge, Norwalk CT 2/2021 Email pleone@manafort.com

REFERENCE #4:

Name of Company Town of Madison Phone 203-245-5610
Contact Person Robert Russo Cell _____
Company Address 8 Campus Drive, Madison, CT Fax _____
Date work completed Bradley Road Pedestrian Improvements, Madison CT 6/2021 Email rrusso@madisonct.org

REFERENCE #5:

Name of Company Town of East Haven Phone 203-484-2793
Contact Person Jim Galligan Cell _____
Company Address 1355 Middletown Avenue, Northford CT Fax _____
Date work completed West End Streetscape 11/2022 Email nyeng@nafisandyoung.com

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

N/A

SUBCONTRACTOR #1:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Star Construction Corporation
40 Embree Street
Stratford, CT 06497

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner Road Suite 600
Houston, Texas 77024
State of Texas

OWNER:

(Name, legal status and address)

Town of Fairfield
725 Old Post Road, Fairfield, CT 06824

BOND AMOUNT: **Five Percent (5%) of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid #2023-50; State Project No. 50-221
Post Road ADA Ramp and Sidewalk Reconfiguration

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

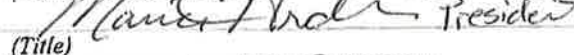
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 22nd day of February 2023

Star Construction Corporation

(Contractor as Principal)

 (Seal)

Great Midwest Insurance Company

(Surety)

(Title) Jeffrey P. Deldin, Attorney-in-Fact



(Witness)

(Witness)

Init.

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POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Jeffrey P. Deldin, Christopher P. Greene, Raegan Guglielmo, Philip Nisbet, William J. Paterno, Diana Toledo

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty Million dollars (\$20,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

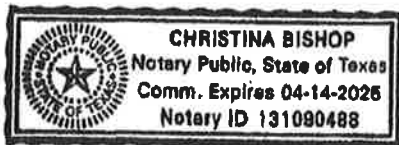
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 22nd Day of February, 2023.



BY _____

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Great Midwest Insurance Company
Statutory Balance Sheet
as of December 31, 2021
(in thousands)

Assets		Liabilities, Capital and Surplus	
Cash & Invested Assets:		Liabilities:	
Cash and Short term Investments	\$ 110,887	Loss and Loss Expense Reserves	\$ 58,313
Bonds	106,614	Unearned Premium	30,412
Commons Stocks	21,100	Ceded Reinsurance Premium	6,813
Mortgage Loans	17,031	Other Liabilities	1,078
Other Invested Assets	12,470		13,768
Total Cash & Invested Assets	268,102	Total Liabilities	110,184
Other Assets:		Capital and Surplus:	
Premium Receivables	12,718	Common Stock	4,550
Reinsurance Recoverable	5,911	Gross Paid In & Contributed Capital	216,893
Tax Assets	8,123	Unassigned Funds (Surplus)	(12,096)
Other Assets	24,677		
Total Other Assets	51,429	Total Capital and Surplus	209,347
Total Assets	\$ 319,531	Total Liabilities, Capital & Surplus	\$ 319,531

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2021.

Signature Mark W. Haushill

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 19 day of April, 2022.

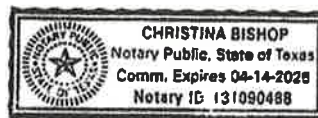
STATE OF TEXAS
COUNTY OF HARRIS

On this 19 day of April, 2022, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature Christina Bishop
Signature of Notary Public

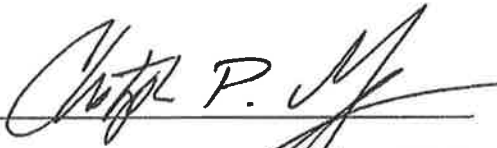


SURETY ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF PUTNAM

On this 22nd day of February, 2023, before me personally came Jeffrey P. Deldin, to me known, who being duly sworn, did depose and say that he/she is an Attorney-in-Fact of Great Midwest Insurance Company, the corporation described in and which executed the above instrument, that he/she knows the seal of said such corporation; that the seal affixed to said instrument is such of said corporate seal; that it was so affixed by authority of the Board of Directors of said corporation by authority of his office under the Standing Resolutions thereof.



Notary Public
CHRISTOPHER P. GREENE
Reg #01GR6110634
Notary Public, State of New York
Qualified in Putnam County
My Commission Expires 6/01/2024

My Commission Expires: _____

State of _____ } ss.
County of _____

On this _____ day of _____, before me personally came _____

_____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

INDIVIDUAL
ACKNOWLEDGEMENT

My commission expires _____ Notary Public

State of _____ } ss.
County of _____

On this _____ day of _____, before me personally came _____

_____ to me known and known to me

to be a member of the firm of _____ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

PARTNERSHIP
ACKNOWLEDGEMENT

My commission expires _____ Notary Public

State of Connecticut } ss.
County of Fairfield

On this 22 day of February, 2023, before me personally came Maria Arduini, to me known,

who being by me duly sworn, did depose and say that he is the President of Star Construction Corporation

the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Elisabeth Gisolfi

NOTARY PUBLIC

State of Connecticut

My commission expires _____ My Commission Expires 6/30/2024

Elisabeth Gisolfi
Notary Public

CORPORATE
ACKNOWLEDGEMENT

State of New York } ss.
County of Putnam

On this 22nd day of February, 2023, before me personally came

Jeffrey P. Deldin to me known, who, being by me duly sworn, did depose and say that

he is an attorney-in-fact of Great Midwest Insurance Company

the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

SURETY
ACKNOWLEDGEMENT

My commission expires _____

RM # 13

Christopher P. Greene
Notary Public

CHRISTOPHER P. GREENE
Reg #01GR6110634
Notary Public, State of New York
Qualified in Putnam County
My Commission Expires 6/01/2024

February 22, 2023

Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

RE: Star Construction Corporation
40 Embree Street
Stratford, CT 06497

Project: Bid #2023-50; State Project No. 50-221
Post Road ADA Ramp and Sidewalk Reconfiguration

Dear Sir or Madam:

Enclosed is a Bid Bond written with Great Midwest Insurance Company for Star Construction Corporation for the Bid #2023-50; State Project No. 50-221; Post Road ADA Ramp and Sidewalk Reconfiguration project.

Please consider the Bid Bond an original.

Sincerely,
Great Midwest Insurance Company

Jeffrey P. Deldin, Attorney-in-Fact



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Jeffrey P. Deldin, Christopher P. Greene, Raegan Guglielmo, Philip Nisbet, William J. Paterno, Diana Toledo

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty Million dollars (\$20,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

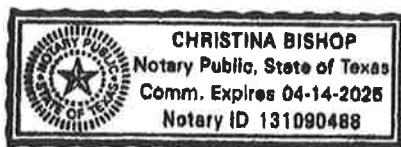
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 22nd Day of February, 2023



BY _____

Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

STATE OF CONNECTICUT
Certificate of Compliance with
Connecticut General Statute Section 31 - 57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The Star Construction Corporation ~~XXX~~ / HAS NOT
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or ~~XXX~~ / HAS NOT (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

Star Construction Corporation
(Name of Firm, Organization or Corporation)

Signed:


Written Signature: President

Maria Arduini, President
Name Typed: (Corporation Seal)

Title:

President
(Title of Above Person, typed)

Dated:

February 22, 2023

State of Connecticut)

County of Fairfield) ss: February 22, A.D., 2023

)

Sworn to and personally appeared before me for the above, Star Construction Corporation,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

Maria Arduini, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

President
(Title of Person appearing in front of Notary or Clerk)

My Commission Expires:

Elisabeth Gisolfi
 NOTARY PUBLIC
 State of Connecticut
 My Commission Expires 6/30/2024


(Notary Public) (Seal)

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.

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.

White (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- 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.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

Company Name: Star Construction Corp Street Address: 40 Embree St. City & State: Stratford, CT 06615 Chief Executive: Maria Arduini	Bidder Federal Employer Identification Number: 06-1089150 Or Social Security Number:
Major Business Activity: Roadwork, Concrete, Sidewalks, Granite Curbing, Drainage, Excavating, Masonry, Sitework (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> -Bidder is a minority business enterprise? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input checked="" type="checkbox"/> -Bidder is certified as above by State of CT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bidder Parent Company: (If any)	
Other Locations in CT: (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
6. Does your company have a collective bargaining agreement with workers? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number: Maria Arduini 203-386-9211

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)

Supplier - Homer C. Godfrey, Bridgeport CT
"Woman Owned"

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	1		1								
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support	1		1								
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction	8	3				5					
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	10	3	2			5					
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

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

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%	X	Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>		X	Ability to Speak or Write English	
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>			Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>			High School Diploma	
Walk Ins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%		College Degree	
Present Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	40%	X	Union Membership	
Labor Organizations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30%	X	Personal Recommendation	
Minority/Community Organizations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%		Height or Weight	
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>			Car Ownership	
	<input type="checkbox"/>	<input type="checkbox"/>			Arrest Record	
	<input type="checkbox"/>	<input type="checkbox"/>			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)  Maria Arduini	(Title) President	(Date Signed) February 22, 2023	(Telephone) 203-386-9211
--	----------------------	------------------------------------	-----------------------------

BID #	2023-50	Town of Fairfield Bid Results											
DESC:	Post Road ADA Ramp and Sidewalk Reconfiguration												
DATE:	2/22/2023												
TIME:	11:00 AM												
Description		Estimated Quantities*	Units	Capital Masonry Co., Inc. Hartford, CT	G. Pic and Sons Construction Co. Bridgeport, CT		M&L Construction Bridgeport, CT		Star Construction Corporation Stratford, CT		Workers LLC Norwich, CT		
Item No. 1	Erosion Control												
	Silt Fence	3500	I.ft.	*	\$2.00	\$7,000.00	\$6.00	\$21,000.00	\$1.00	\$3,500.00	\$3,500.00		
	CB Protection -Siltsacks	7	Each	*	\$300.00	\$2,100.00	\$600.00	\$4,200.00	\$250.00	\$1,750.00	\$1,400.00		
	Tree Protection	1	Lump Sum	*	\$5,000.00	\$5,000.00	\$800.00	\$800.00	\$2,000.00	\$2,000.00	\$1,000.00		
Item No. 2	General Earth Excavation												
	Earth Excavation	1	Lump Sum	*	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$6,000.00		
	Clearing and grubbing	1	Lump Sum	*	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00		
Item No. 3	Cut Bituminous Pavement (ADA Ramp Section)												
	SE SIDE ALONG CHASE BANK	56	I.ft.	*	\$20.00	\$1,120.00	\$4.00	\$224.00	\$3.50	\$196.00	\$5.00		
	SE SIDE ALONG LIBRARY	68	I.ft.	*	\$20.00	\$1,360.00	\$4.00	\$272.00	\$3.50	\$238.00			
	NE SIDE IN FRONT OF BAO	49	I.ft.	*	\$20.00	\$980.00	\$4.00	\$196.00	\$3.50	\$171.50			
	NE SIDE A CORNER OF UNQUOWA	33	I.ft.	*	\$20.00	\$660.00	\$4.00	\$132.00	\$3.50	\$115.50			
	OLD POST ROAD & OLD FIELD ROAD	29	I.ft.	*	\$20.00	\$580.00	\$4.00	\$116.00	\$3.50	\$101.50			
Item No. 4	Cut Concrete Pavement (If Applicable)												
	SE side 1417 post road	187	I.ft.	*	\$10.00	\$1,870.00	\$4.00	\$748.00	\$2.00	\$374.00	\$8.00		
	SE side along chase	160	I.ft.	*	\$10.00	\$1,600.00	\$4.00	\$640.00	\$2.00	\$320.00			
	SE side along chase	162	I.ft.	*	\$10.00	\$1,620.00	\$4.00	\$648.00	\$2.00	\$324.00			
	SE side along library and old post road (shorter section of old post)	900	I.ft.	*	\$10.00	\$9,000.00	\$4.00	\$3,600.00	\$2.00	\$1,800.00			
	SE side along old post road	1661	I.ft.	*	\$10.00	\$16,610.00	\$4.00	\$6,644.00	\$2.00	\$3,322.00			
	NE along BOA	247	I.ft.	*	\$10.00	\$2,470.00	\$4.00	\$988.00	\$2.00	\$494.00			
Item No. 5	General Conditions												
	Removal & replacement of Existing Signs with new Signs	1	Lump Sum	*	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00	\$2,000.00		
	Reset MH	1	Each	*	\$500.00	\$500.00	\$850.00	\$850.00	\$1,000.00	\$1,000.00	\$800.00		
	Reset CB	4	Each	*	\$500.00	\$2,000.00	\$850.00	\$3,400.00	\$1,000.00	\$4,000.00	\$2,200.00		
	Reset Benches	13	Lump Sum	*	\$2,600.00	\$2,600.00	\$480.00	\$6,240.00	\$400.00	\$5,200.00	\$5,200.00		
	Mailbox Relocation	1	Each	*	\$1,000.00	\$1,000.00	\$650.00	\$650.00	\$150.00	\$150.00	\$1,000.00		
	Construction Staking	1	Lump Sum	*	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$15,000.00		
	Asbuilt	1	Lump Sum	*	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$5,000.00		
	Reset Survey Monument	1	Each	*	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$2,000.00	\$2,000.00	\$1,200.00		
	Mobilization and closeout	1	Lump Sum	*	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$15,000.00		
Item No. 6	Concrete Sidewalks												
	Sidewalk NE Direction Along Bank of America	476	Sq.ft.	*	\$20.00	\$9,520.00	\$18.50	\$8,806.00	\$20.00	\$9,520.00	\$18.00		
	Sidewalk Along SE Direction(LIBRARY & 1080 OLD POST)	2165	Sq.ft.	*	\$20.00	\$43,300.00	\$18.50	\$40,052.50	\$20.00	\$43,300.00			
	Sidewalk SW Side Along 1417 POST ROAD	395	Sq.ft.	*	\$20.00	\$7,900.00	\$18.50	\$7,307.50	\$20.00	\$7,900.00			
	Sidewalk Along Chase Bank	780	Sq.ft.	*	\$20.00	\$15,600.00	\$18.50	\$14,430.00	\$20.00	\$15,600.00			
Item No. 6A	Bituminous Concrete Sidewalk (ALONG OLD POST ROAD ONLY LONG SECTION)	4192	Sq.ft.	*	\$10.00	\$41,920.00	\$11.75	\$49,256.00	\$9.00	\$37,728.00	\$12.00	\$50,304.00	
Item No. 6B	Concrete Sidewalk ADA Ramp Section												
	SE Side Along Chase Bank	135	Sq.ft.	*	\$30.00	\$4,050.00	\$19.50	\$2,632.50	\$32.00	\$4,320.00	\$25.00		
	SE Side Along Library	172	Sq.ft.	*	\$30.00	\$5,160.00	\$19.50	\$3,354.00	\$32.00	\$5,504.00			
	NE Side (Front of Bank of america)	136	Sq.ft.	*	\$30.00	\$4,080.00	\$19.50	\$2,652.00	\$32.00	\$4,352.00			
	NE Side Corner of Unquowa and Post Road	42	Sq.ft.	*	\$30.00	\$1,260.00	\$19.50	\$819.00	\$32.00	\$1,344.00			
	Old Post Road & Old field	77	Sq.ft.	*	\$30.00	\$2,310.00	\$19.50	\$1,501.50	\$32.00	\$2,464.00			
Item No. 6C	Detectable Warning Strips	5	Each	*	\$200.00	\$1,000.00	\$400.00	\$2,000.00	\$250.00	\$1,250.00	\$1,500.00		
Item No. 7	Concrete Driveway Apron (1417 Post Road)	245	Sq.ft.	*	\$30.00	\$7,350.00	\$39.50	\$9,677.50	\$25.00	\$6,125.00	\$4,900.00		
Item No. 8	Bituminous Pavement Repair HMA 0.5 & HMA 1.0 along Post Road	800	Per Ton	*	\$200.00	\$160,000.00	\$12.00	\$9,600.00	\$100.00	\$80,000.00	\$125.00		
Item No. 9	Bituminous Pavement Repair	400	Sq.ft.	*	\$20.00	\$8,000.00	\$9.00	\$3,600.00	\$10.00	\$4,000.00	\$10.00		
Item No. 10A	Brick Pavers -Resetting/Reinstallation												
	SW Side (Along Chase Bank)	886	Sq.ft.	*	\$30.00	\$26,580.00	\$34.50	\$30,567.00	\$35.00	\$31,010.00	\$30.00		
	NE side (Along bank of america)	936	Sq.ft.	*	\$30.00	\$28,080.00	\$34.50	\$32,292.00	\$35.00	\$32,760.00			
Item No. 10B	New Brick Pavers - SE Side (Along Library)	1995	Sq.ft.	*	\$30.00	\$59,850.00	\$38.50	\$76,807.50	\$35.00	\$69,825.00	\$45.00		

BID #	2023-50	Town of Fairfield Bid Results											
DESC:	Post Road ADA Ramp and Sidewalk Reconfiguration												
DATE:	2/22/2023												
TIME:	11:00 AM												
Description		Estimated Quantities*	Units	Capital Masonry Co., Inc. Hartford, CT	G. Pic and Sons Construction Co. Bridgeport, CT		M&L Construction Bridgeport, CT		Star Construction Corporation Stratford, CT		Workers LLC Norwich, CT		
Item No. 10C	Granite Slab Installation Only (Will be provided by Oak Lawn Cemetry and Arboretum)	647	Sq.ft.	*	\$25.00	\$16,175.00	\$2.00	\$1,294.00	\$25.00	\$16,175.00	\$35.00		
Item No. 11	Street Trees	1	Lump Sum	*	\$5,000.00	\$5,000.00	\$650.00	\$650.00	\$7,000.00	\$7,000.00			
Item No. 12	Maintainence & Protection of Traffic	1	Lump Sum	*	\$20,000.00	\$20,000.00	\$60,000.00	\$60,000.00	\$25,000.00	\$25,000.00	\$10,000.00		
Item No. 13	Uniformed Police/Traffic Persons												
	Police Car	1	\$25.00/hour	*	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	No Bid	No Bid	
	Police Officer	160	\$84.00/hour	*	\$84.00	\$13,440.00	\$84.00	\$13,440.00	\$84.00	\$13,440.00	No Bid	No Bid	
Base Bid Total					\$584,670.00		\$485,912.00		\$482,698.50				
Add Alternate													
Item No. 15	Concrete Curb	86	I.ft.	*	\$53.00	\$4,300.00	\$28.00	\$2,408.00	\$55.00	\$4,730.00	\$45.00		
Item No. 16	2 Inch PVC Conduit	1	I.ft.	*	\$50.00	\$50.00	\$25.00	\$25.00	\$24.00	\$24.00	\$40.00		
		*Quantities to be verified in the field with Town Engineers.											
Total													
Notes				* Capital Masonry Company, Inc. proposes labor, material, and equipment for the above referenced project in the sum amount of \$635,399.00.									
Bid Bond				No	Yes		Yes		Yes		Yes		



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #1 BID #2023-50

Post Road ADA Ramp and Sidewalk Reconfiguration

17th February, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. A pre-bid meeting for this bid solicitation was held at 2:00pm on Tuesday, February 7th, 2023 at 1401 Post Road, outside of Chase Bank, Fairfield, CT 06824. A copy of the sign-in sheet from the pre-bid meeting is posted on the Purchasing Department's page of the Town's website. For your convenience, a direct link to the sign-in sheet is provided below.

[2023-50 Pre-Bid Sign-In Sheet](#)

2. Please utilize the link below to access the REVISED Bid Proposal Pricing Sheet.

[2023-50 REVISED Bid Proposal Pricing Sheet](#)

Correction:

1. Please note the Bid Bond/Bid Security Town requirements below:

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal. Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bonds, including payment and performance bonds when applicable, shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

2. Please note that the State requires the awarded Contractor to obtain a bond (on a State Bond Form) in the amount of \$50,000.00 prior to commencing work on this project.

Questions:

1. Would it be possible to obtain a cost estimate/budget and current plan holder list for the subject solicitation? In addition, what is the construction timeline including start and end dates?

Response: The Town has received a DOT STEAP grant and the cost estimate for this project was \$150,000.00. The Town does not keep a current plan holder list.

The awarded Contractor shall have site access once provided with a notice to proceed, with all work to be completed within ninety (90) days.

ADDENDUM #1
BID #2023-50
Post Road ADA Ramp and Sidewalk Reconfiguration
(page 2 of 2)

2. Can you please provide us with an engineer's estimate or a general "Budget" for the above referenced project?

Response: The Town has received a DOT STEAP grant and the cost estimate for this project was \$150,000.00.

3. Will the Town allow the use of polymeric sand over 3" concrete slab?

Response: Yes, the Town will allow the use of three-quarter inches of compacted polymeric sand over 3" or 4" of concrete slab.

4. During the walk-through it was identified that the driveway aprons along Post Road may have to be regraded in order to be consistent with the sidewalk grades. If not regraded it may create low points. This is not in the Town's scope of work.

Response: Driveway aprons along Old Post Road shall be adjusted in the field by the Contractor and as approved by the Town Engineer. Extra work would be based on the contract item price for bituminous concrete or applicable unit prices.

5. Should pin and polymeric expansion joints be considered for sidewalks?

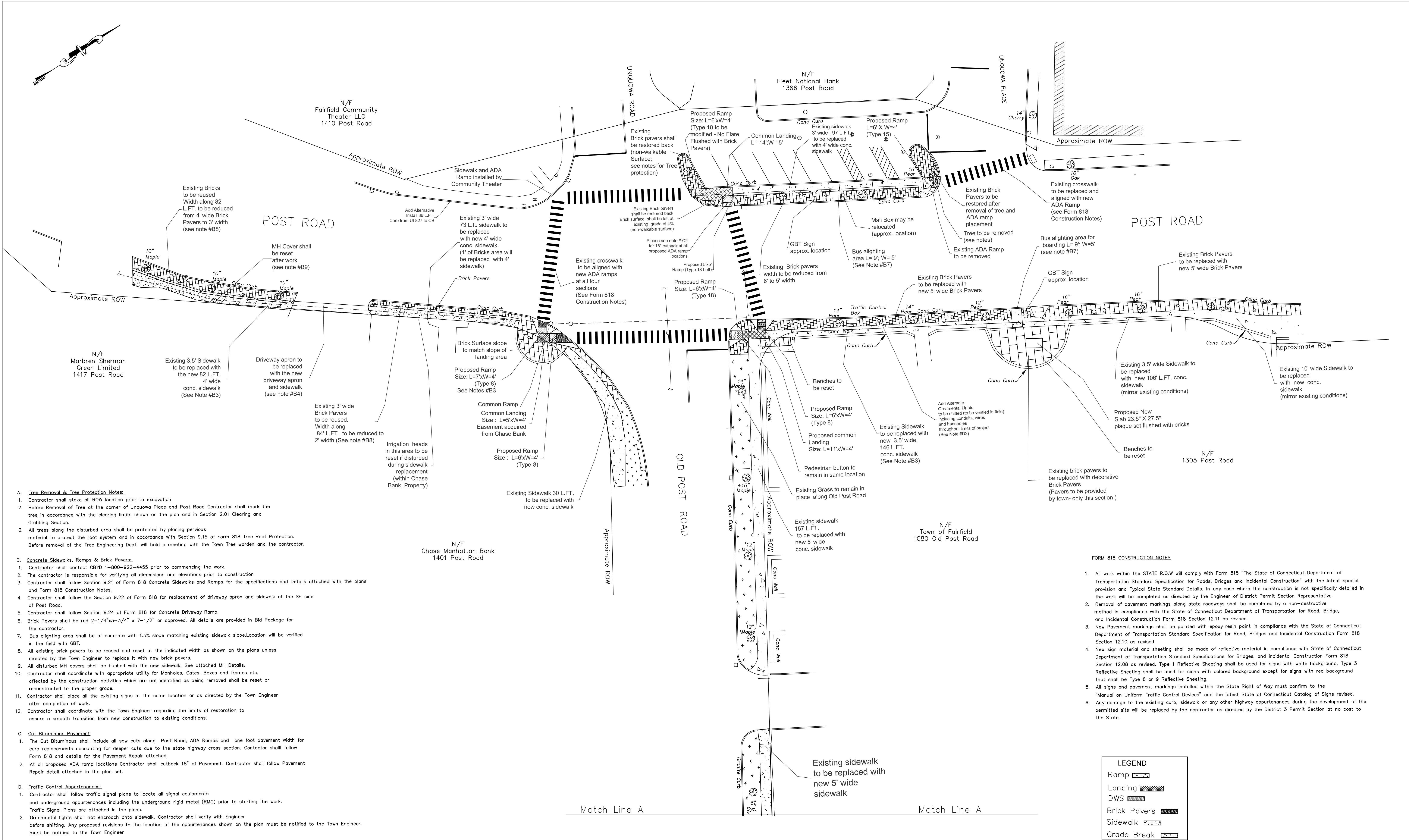
Response: Yes, pin and polymeric expansion joints should be considered for sidewalks and included in concrete sidewalk pay items.

6. Will tree roots have to be disturbed due to grades?

Response: The Contractor shall notify the Town Tree Warden regarding any tree root disturbances that are not mentioned in the plan.

End of Addendum #1

Company: _____ Name: _____ Signature: _____ Date: _____



- A. Tree Removal & Tree Protection Notes:
- Contractor shall stake all ROW location prior to excavation.
 - Before Removal of Tree at the corner of Unquowa Place and Post Road Contractor shall mark the tree in accordance with the clearing limits shown on the plan and in Section 2.01 Clearing and Grubbing Section.
 - All trees along the disturbed area shall be protected by placing pervious material to protect the root system and in accordance with Section 9.15 of Form 818 Tree Root Protection. Before removal of the Tree Engineering Dept. will hold a meeting with the Town Tree warden and the contractor.

- B. Concrete Sidewalks, Ramps & Brick Pavers:
- Contractor shall contact CBYD 1-800-922-4455 prior to commencing the work.
 - The contractor is responsible for verifying all dimensions and elevations prior to construction
 - Contractor shall follow Section 9.21 of Form 818 Concrete Sidewalks and Ramps for the specifications and Details attached with the plans and Form 818 Construction Notes.
 - Contractor shall follow the Section 9.22 of Form 818 for replacement of driveway apron and sidewalk at the SE side of Post Road.
 - Contractor shall follow Section 9.24 of Form 818 for Concrete Driveway Ramp.
 - Brick Pavers shall be red 2-1/4"x3-3/4" x 7-1/2" or approved. All details are provided in Bid Package for the contractor.
 - Bus alighting area shall be of concrete with 1.5% slope matching existing sidewalk slope. Location will be verified in the field with GBT.
 - All existing brick pavers to be reused and reset at the indicated width as shown on the plans unless directed by the Town Engineer to replace it with new brick pavers.
 - All disturbed MH covers shall be flushed with the new sidewalk. See attached MH Details.
 - Contractor shall coordinate with appropriate utility for Manholes, Gates, Boxes and frames etc. affected by the construction activities which are not identified as being removed shall be reset or reconstructed to the proper grade.
 - Contractor shall place all the existing signs at the same location or as directed by the Town Engineer after completion of work.
 - Contractor shall coordinate with the Town Engineer regarding the limits of restoration to ensure a smooth transition from new construction to existing conditions.

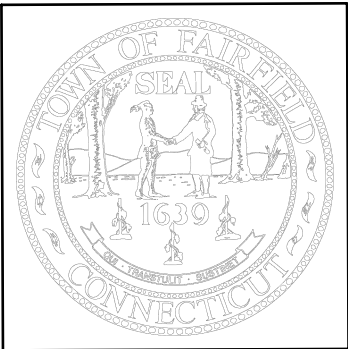
- C. Cut Bituminous Pavement
- The Cut Bituminous shall include all saw cuts along Post Road, ADA Ramps and one foot pavement width for curb replacements accounting for deeper cuts due to the state highway cross section. Contactor shall follow Form 818 and details for the Pavement Repair attached.
 - At all proposed ADA ramp locations Contractor shall cutback 18" of Pavement. Contractor shall follow Pavement Repair detail attached in the plan set.

- D. Traffic Control Appurtenances:
- Contractor shall follow traffic signal plans to locate all signal equipments and underground appurtenances including the underground rigid metal (RMC) prior to starting the work. Traffic Signal Plans are attached in the plans.
 - Ornamental lights shall not encroach onto sidewalk. Contractor shall verify with Engineer before shifting. Any proposed revisions to the location of the appurtenances shown on the plan must be notified to the Town Engineer. must be notified to the Town Engineer

FORM 818 CONSTRUCTION NOTES

- All work within the STATE R.O.W will comply with Form 818 "The State of Connecticut Department of Transportation Standard Specification for Roads, Bridges and Incidental Construction" with the latest special provision and Typical State Standard Details. In any case where the construction is not specifically detailed in the work will be completed as directed by the Engineer of District Permit Section Representative.
- Removal of pavement markings along state roadways shall be completed by a non-destructive method in compliance with the State of Connecticut Department of Transportation for Road, Bridge, and Incidental Construction Form 818 Section 12.11 as revised.
- New Pavement markings shall be painted with epoxy resin paint in compliance with the State of Connecticut Department of Transportation Standard Specification for Road, Bridges and Incidental Construction Form 818 Section 12.10 as revised.
- New sign material and sheeting shall be made of reflective material in compliance with State of Connecticut Department of Transportation Standard Specifications for Bridges, and Incidental Construction Form 818 Section 12.08 as revised. Type 1 Reflective Sheeting shall be used for signs with white background, Type 3 Reflective Sheeting shall be used for signs with colored background except for signs with red background that shall be Type 8 or 9 Reflective Sheeting.
- All signs and pavement markings installed within the State Right of Way must confirm to the "Manual on Uniform Traffic Control Devices" and the latest State of Connecticut Catalog of Signs revised.
- Any damage to the existing curb, sidewalk or any other highway appurtenances during the development of the permitted site will be replaced by the contractor as directed by the District 3 Permit Section at no cost to the State.

LEGEND	
Ramp	
Landing	
DWS	
Brick Pavers	
Sidewalk	
Grade Break	



TOWN OF FAIRFIELD
ENGINEERING DEPARTMENT

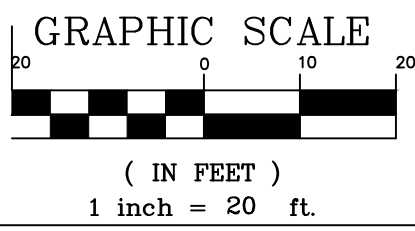
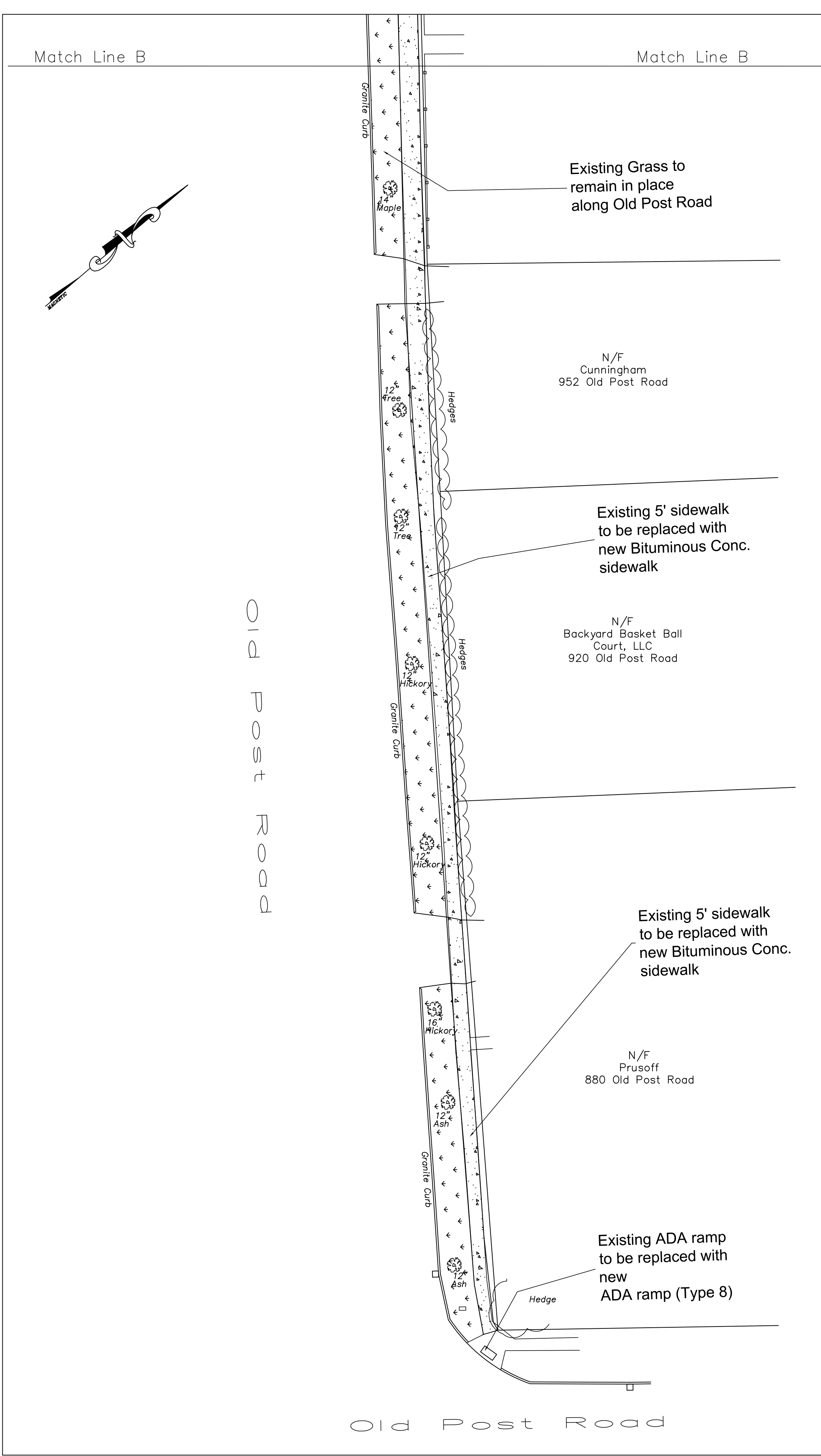
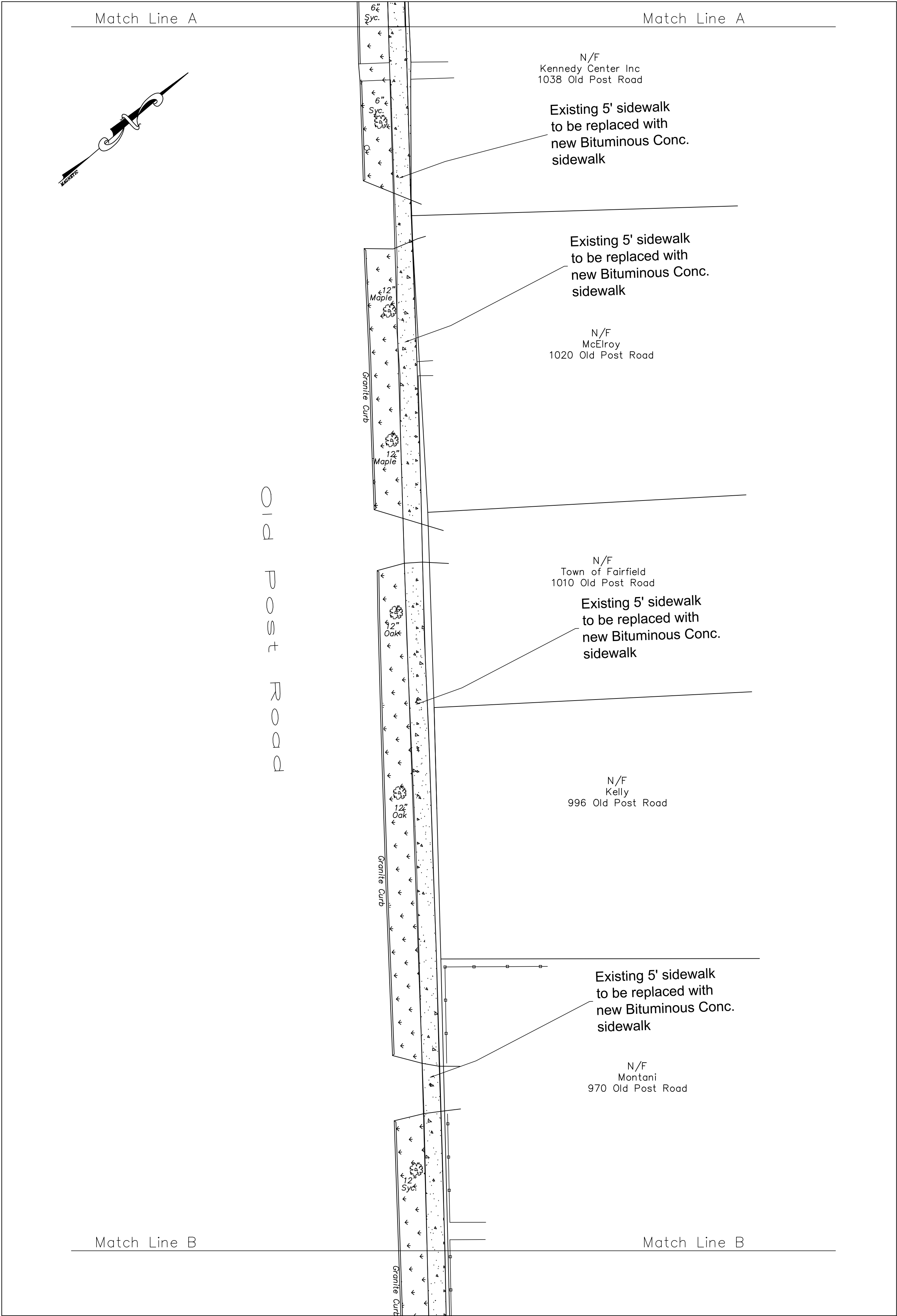
ADA RAMPS & SIDEWALK RECONFIGURATION
POST ROAD & Old Post Road
State Project # 0050-0221

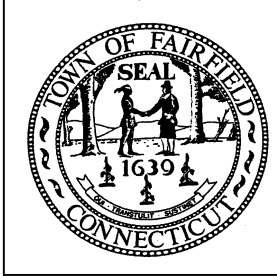
SHEET - 01

SCALE: 1"=20'

APPROVED BY: WILLIAM HURLEY, P.E
ENGINEERING MANAGER

DATE: 7/25/22
REV.#1:DATE: 08/10/22
REV.#2(FOR NOTES&BA) DATE: 8/17/22

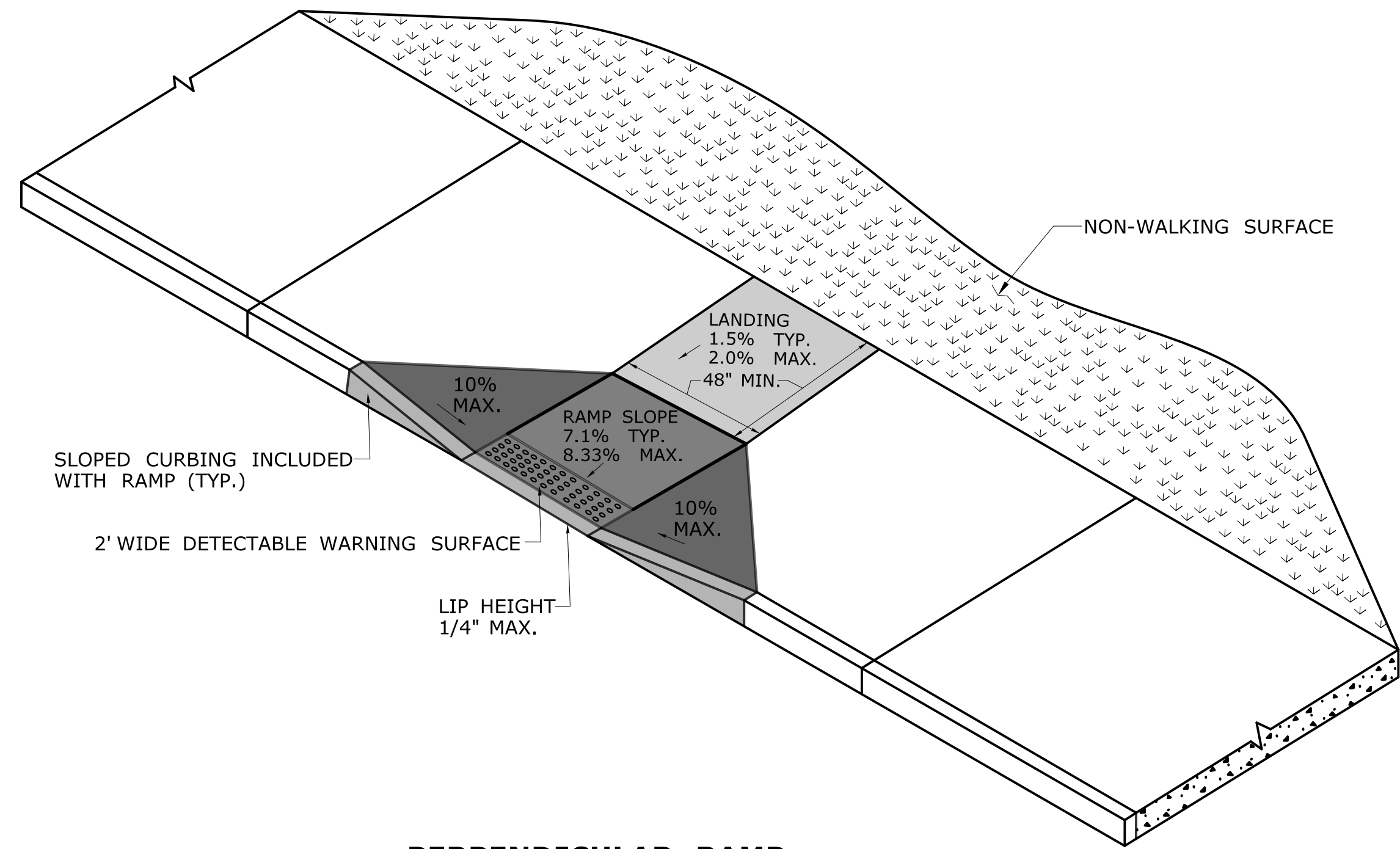


	Town of Fairfield
	Department of Public Works

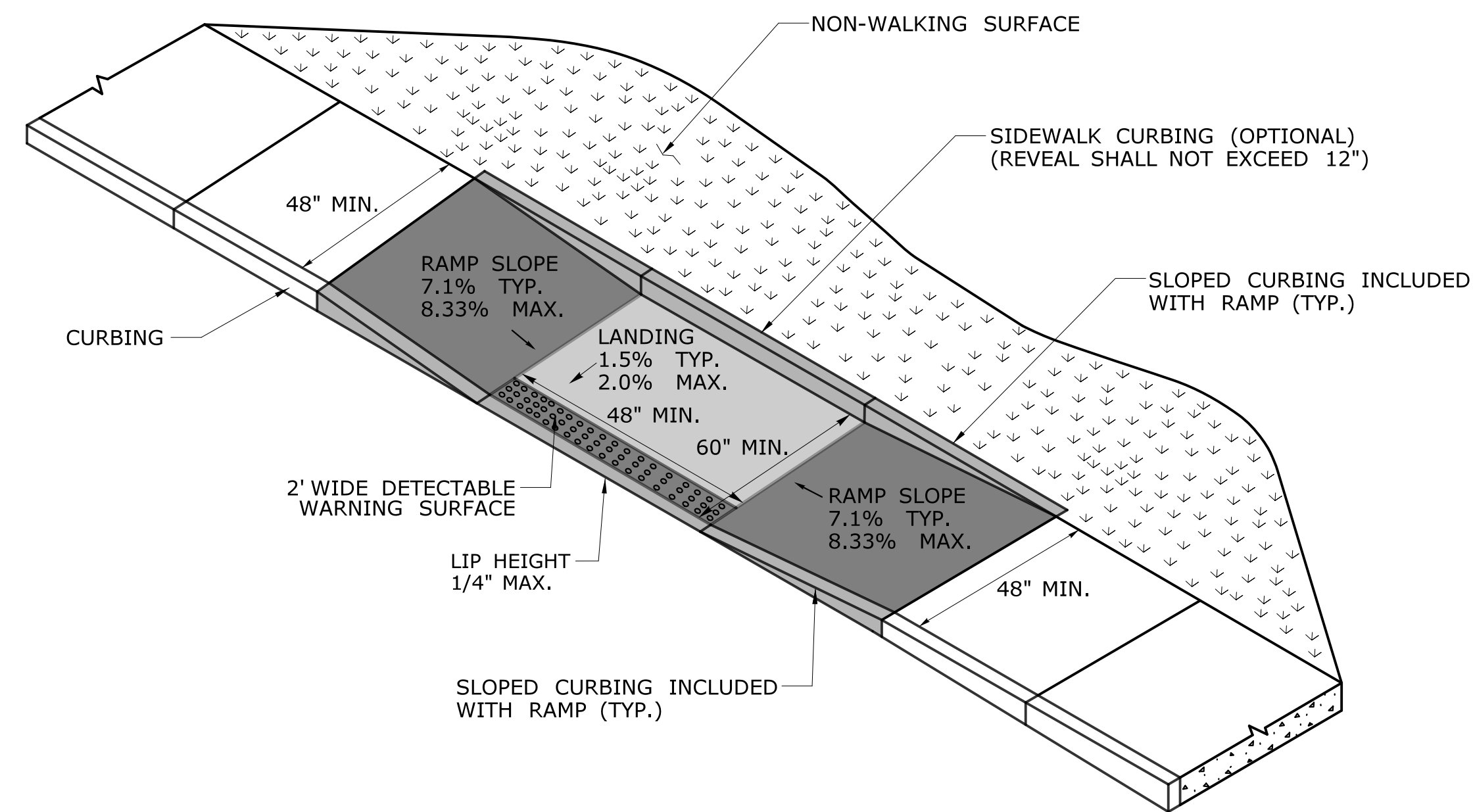
Existing Conditions Post Road and Old Post Road Sidewalks STEAP Grant #	
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Surveyed By:	Chizmadia/Zebrowski
Field Book:	10
Drawn By:	Leamon
Designed By:	Hurley/Leamon
Approved By:	Hurley

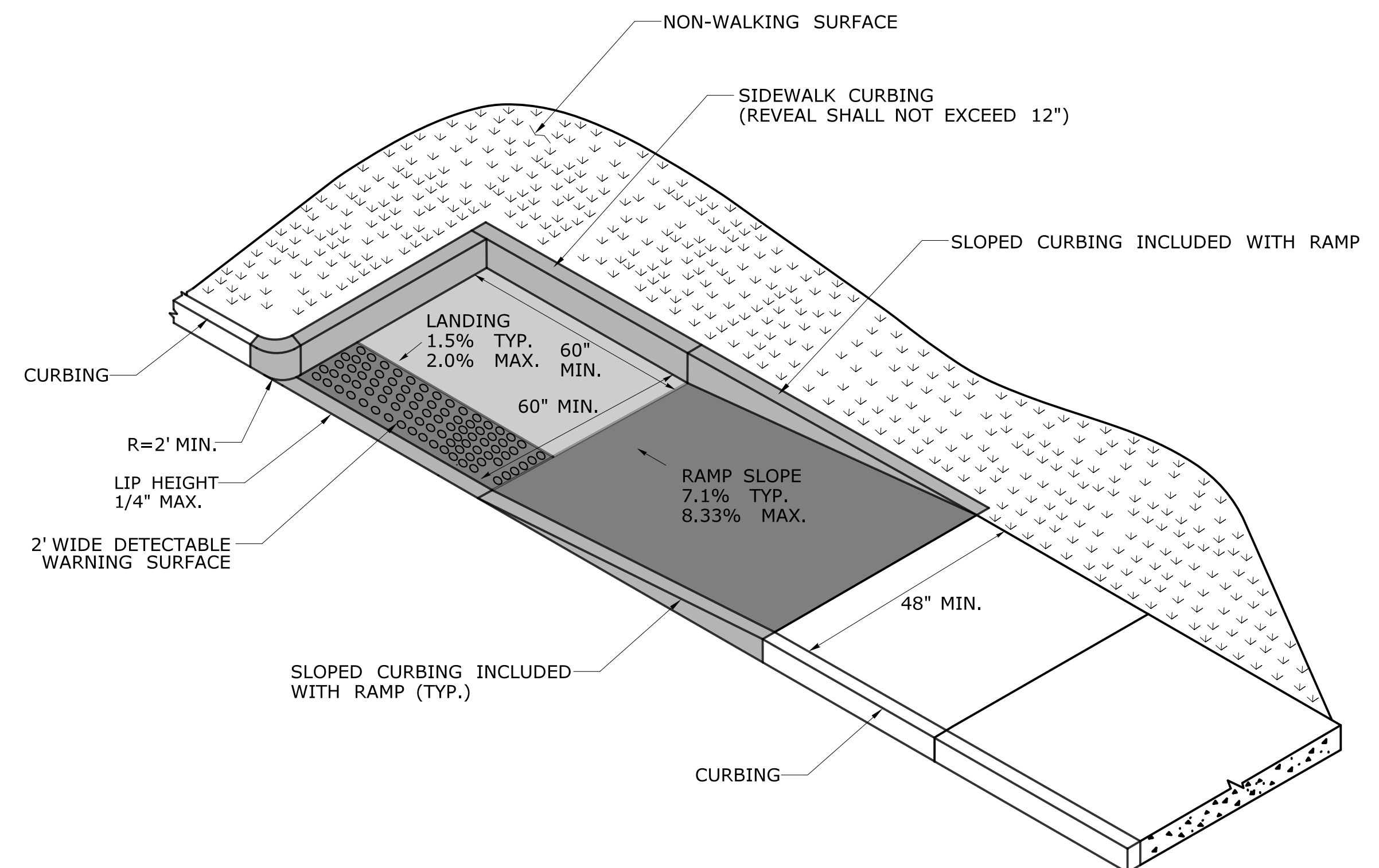
Project	3519	Sheet
Date	3/1/2021	2
Scale	1"=20'	2 of 2



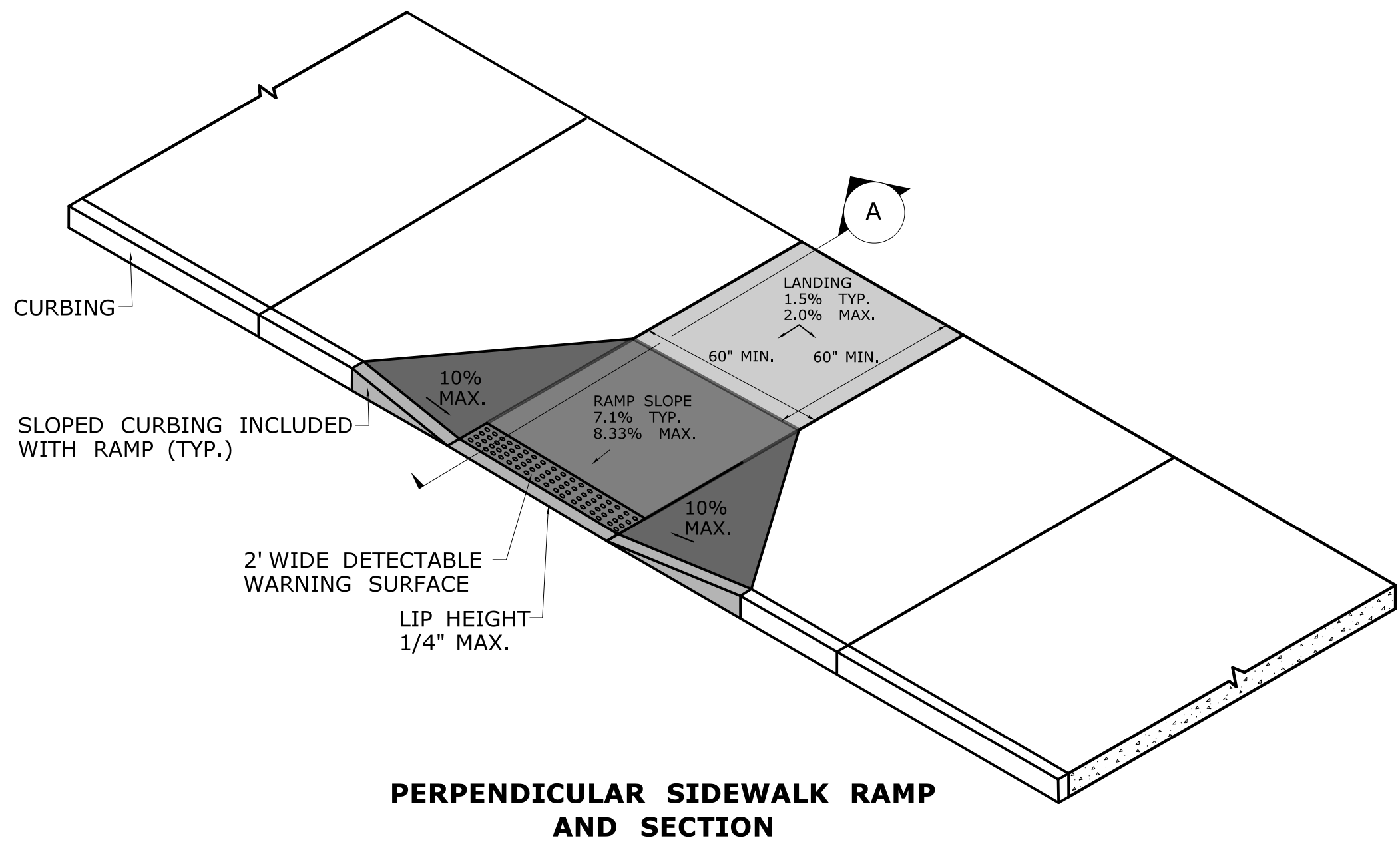
**PERPENDICULAR RAMP
WITH 48" BY-PASS
(TYPE 8)**



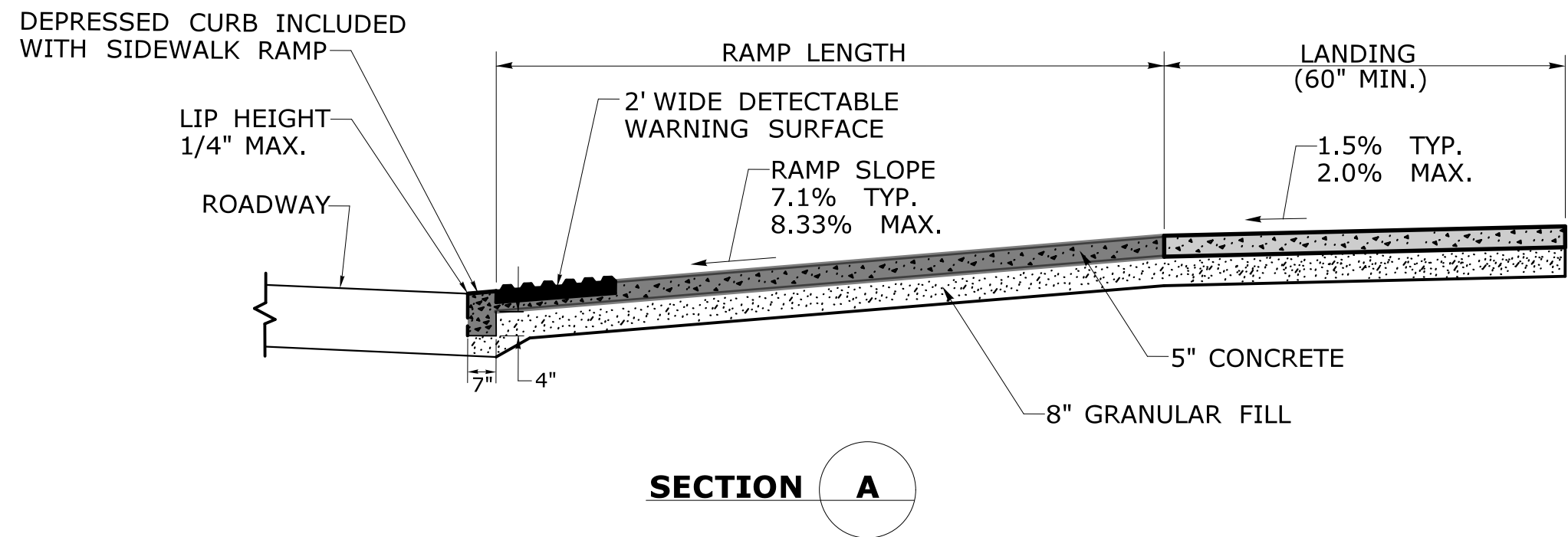
**PARALLEL RAMP WITHOUT
NON-WALKING SURFACE
(TYPE 9)**



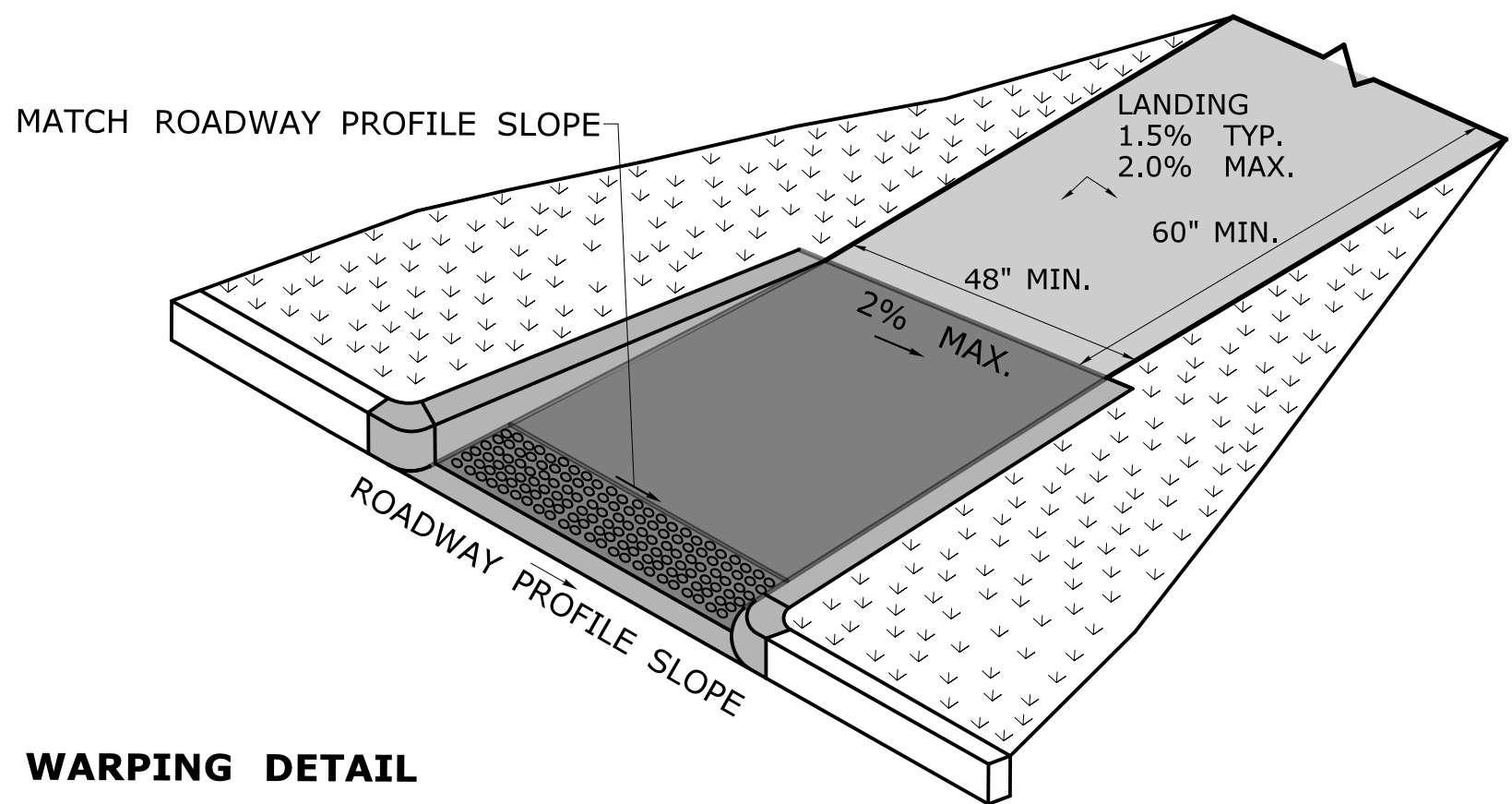
**PARALLEL RAMP
WITH LANDING AT BOTTOM ON CORNER
(TYPE 10)**



PERPENDICULAR SIDEWALK RAMP
AND SECTION

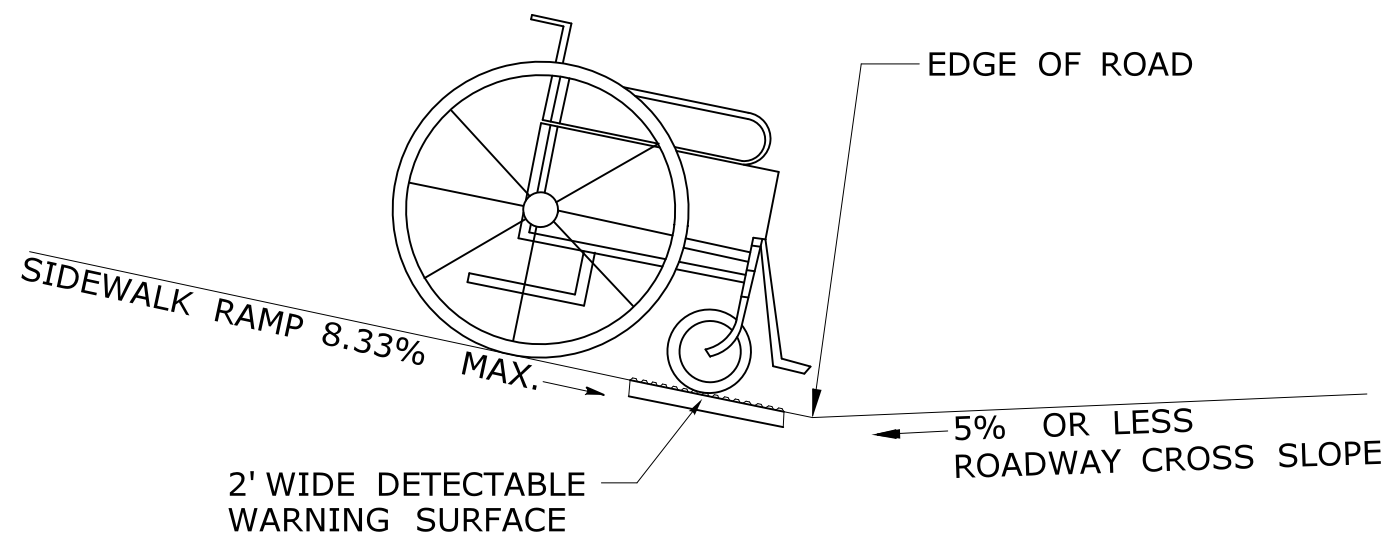


SECTION A

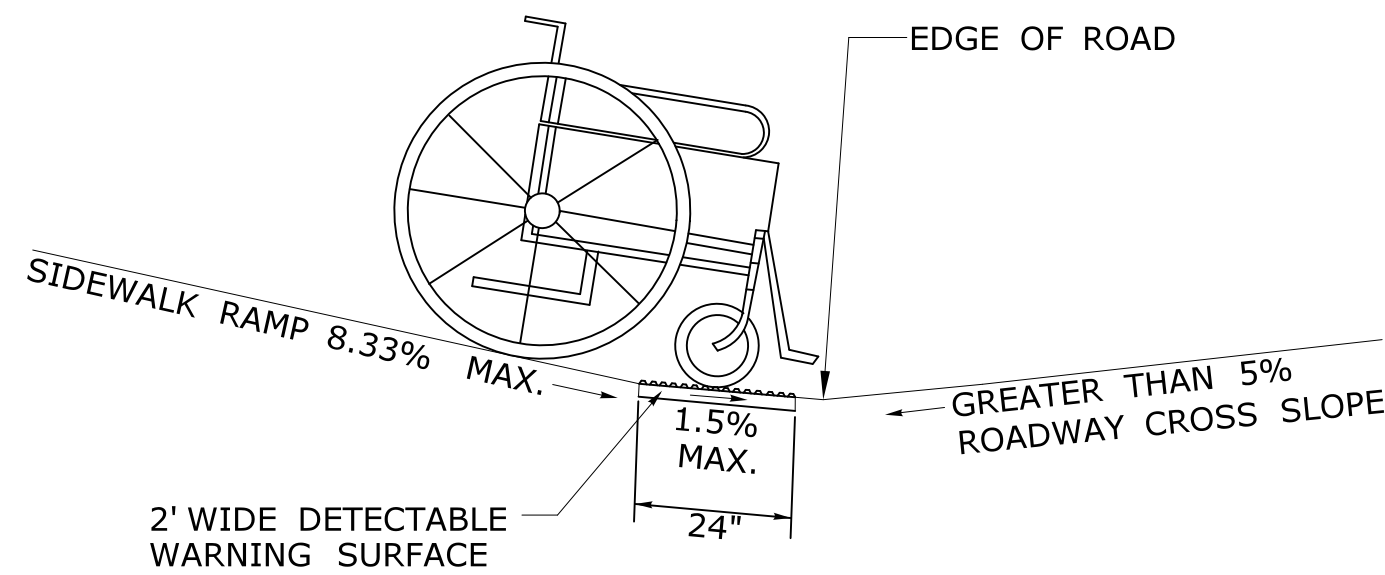


RAMP WARPING DETAIL

1. TRANSITION SIDEWALK RAMP TO MATCH ROADWAY PROFILE AS GRADUALLY AS POSSIBLE. DO NOT EXCEED 3 % PER FOOT CROSS SLOPE RATE OF CHANGE WHEN TRANSITIONING TO ROADWAY PROFILE.
2. COMPLETE TRANSITION TO ROADWAY PROFILE BEHIND DETECTABLE WARNING SURFACE.



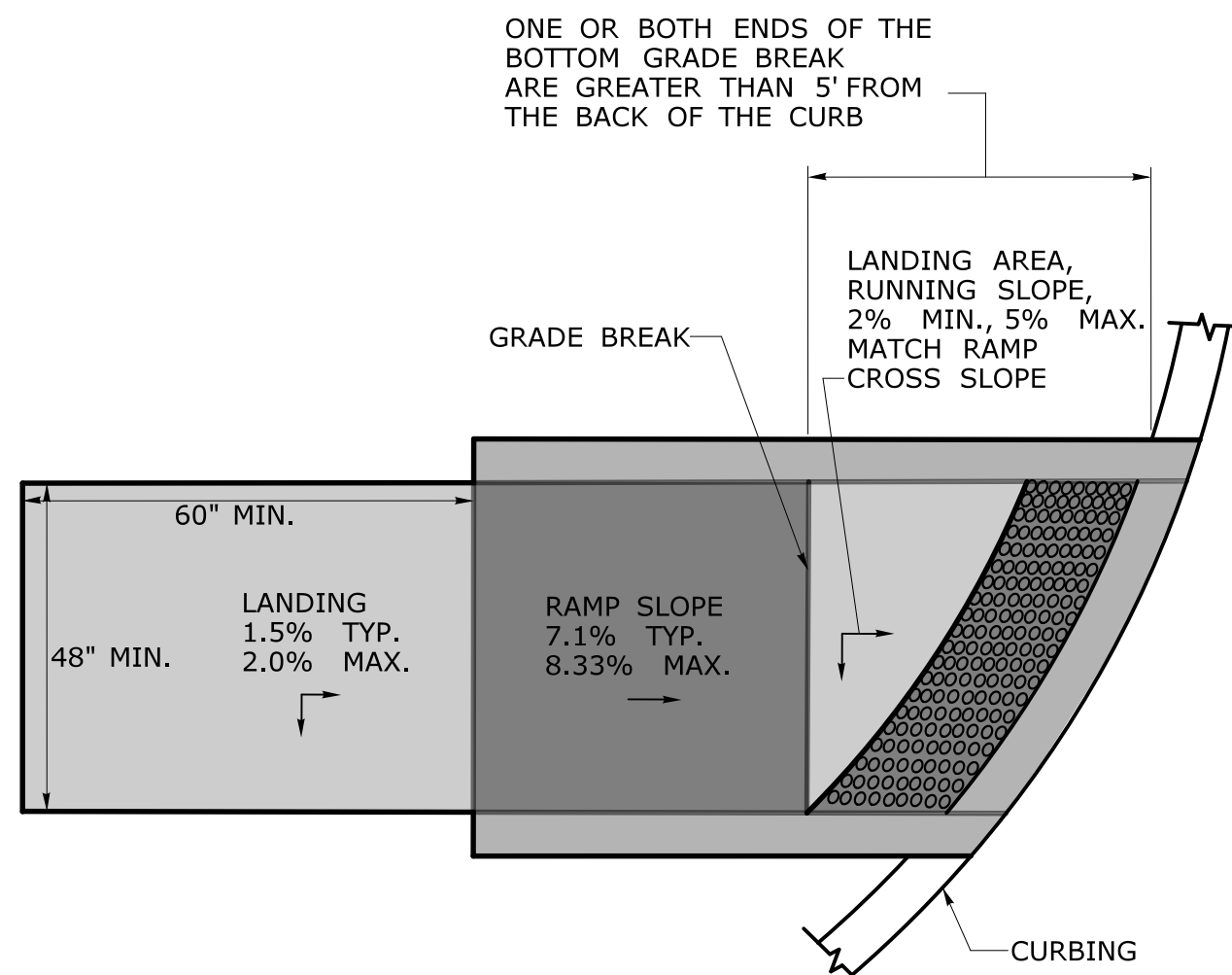
SIDEWALK RAMP GRADE AT
ROADWAY CROSS SLOPE OF 5% OR LESS
GUTTER COUNTER SLOPE



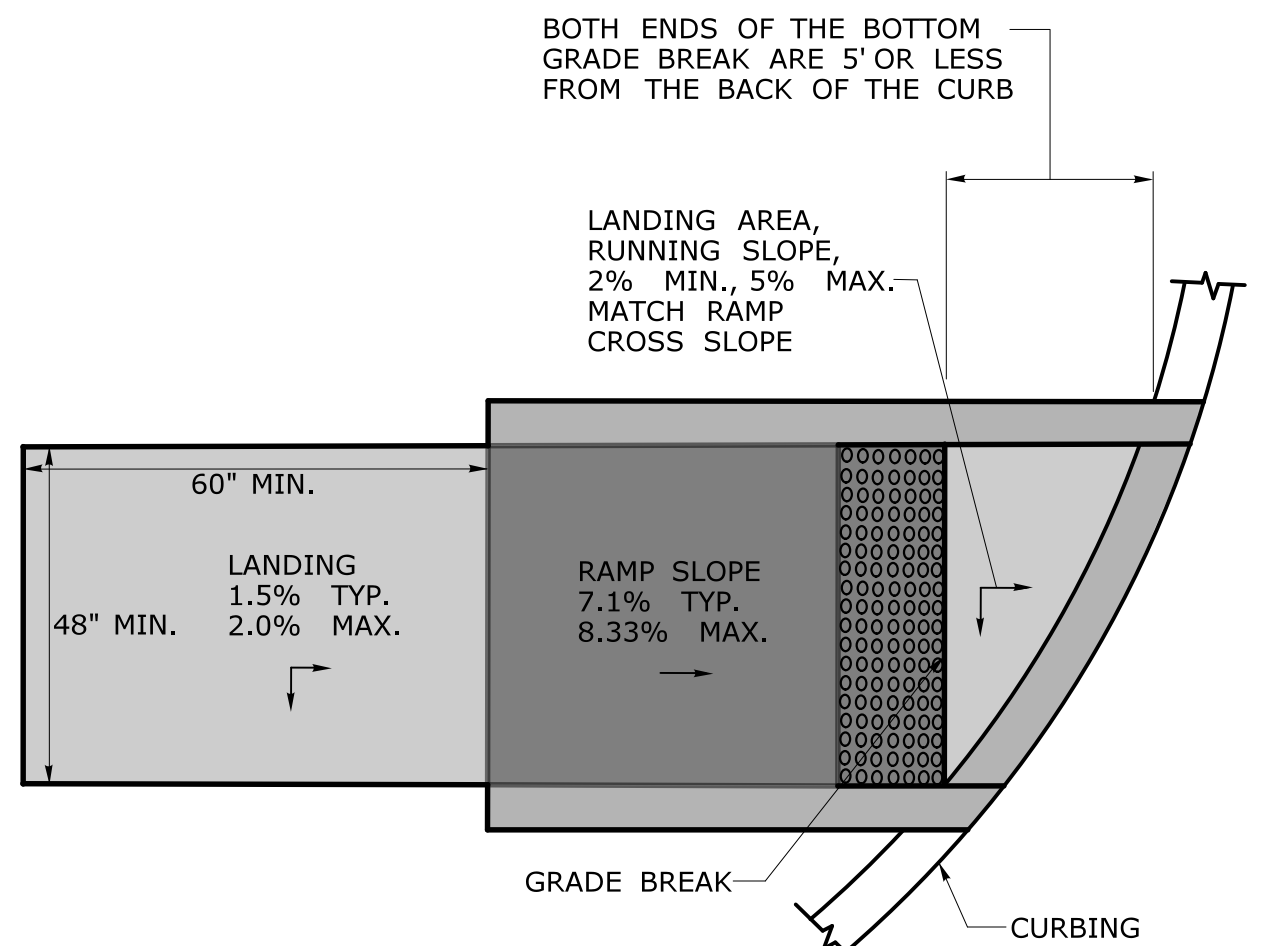
SIDEWALK RAMP GRADE AT
ROADWAY CROSS SLOPE OF GREATER THAN 5%
GUTTER COUNTER SLOPE

GENERAL NOTES:

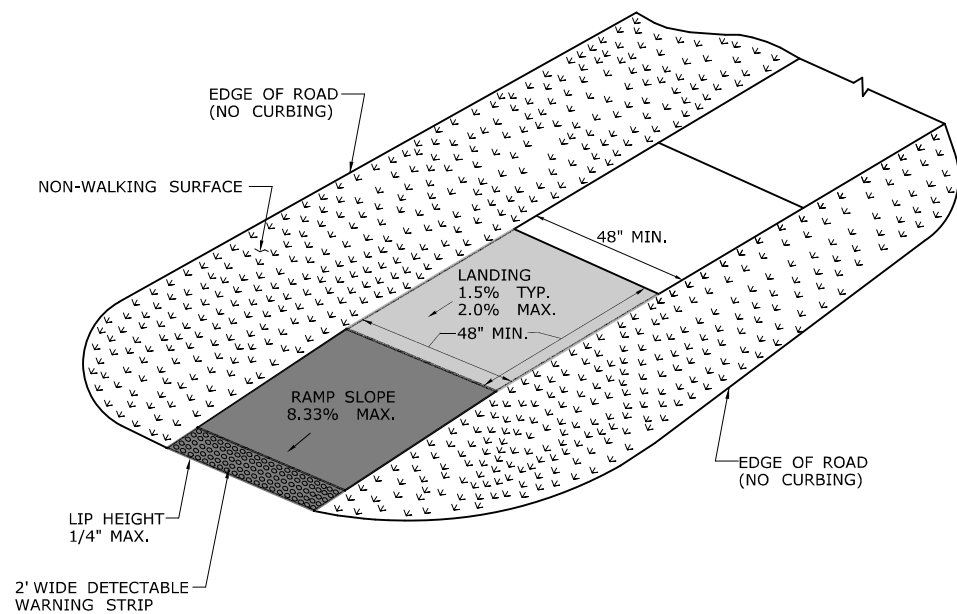
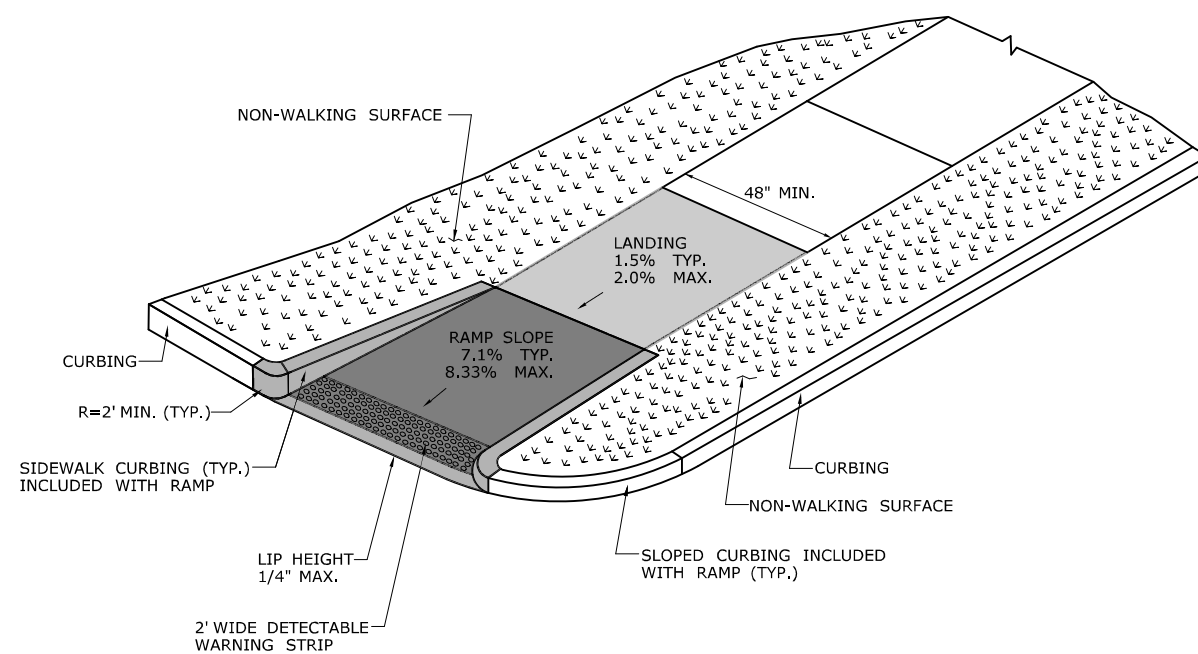
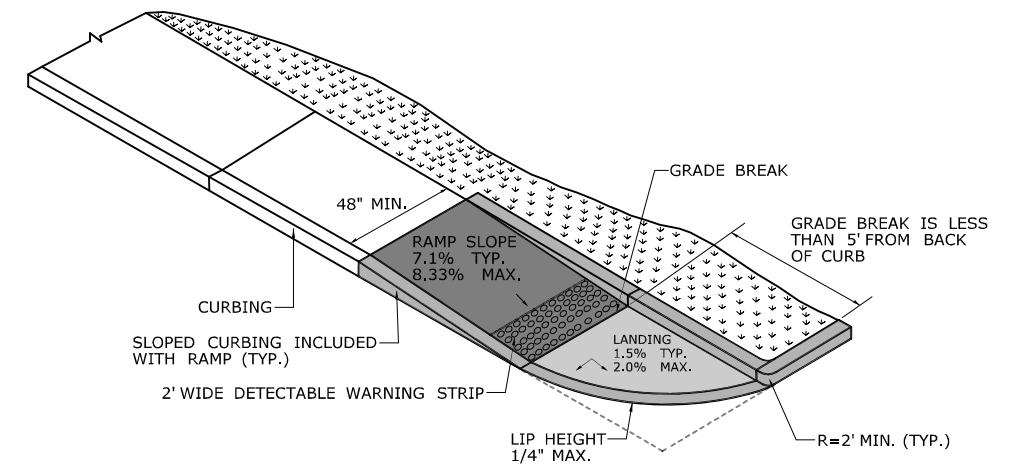
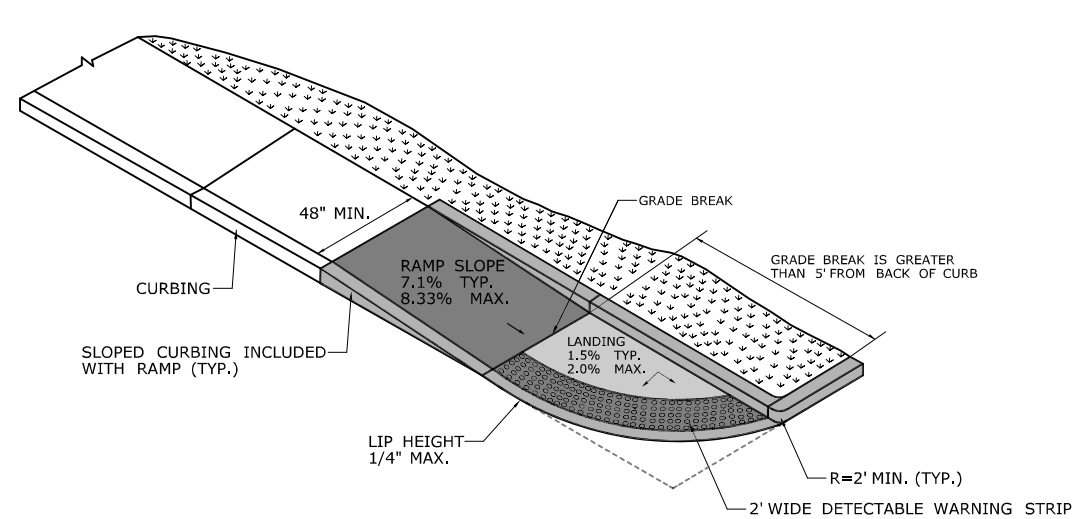
1. SIDEWALK RAMPs SHALL HAVE A COARSE BROOM FINISH TRANSVERSE TO THE SLOPE OF THE RAMP.
2. VERTICAL SURFACE DISCONTINUITIES AT JOINTS SHALL NOT EXCEED 1/4 INCH.
3. REMOVAL OF EXISTING SIDEWALK FOR NEW RAMP INSTALLATIONS SHALL BE TO THE NEAREST EXPANSION OR CONTRACTION JOINT.
4. THE RUNNING SLOPE OF THE CURB RAMP SHALL BE 8.33 PERCENT MAXIMUM BUT SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15 FEET.






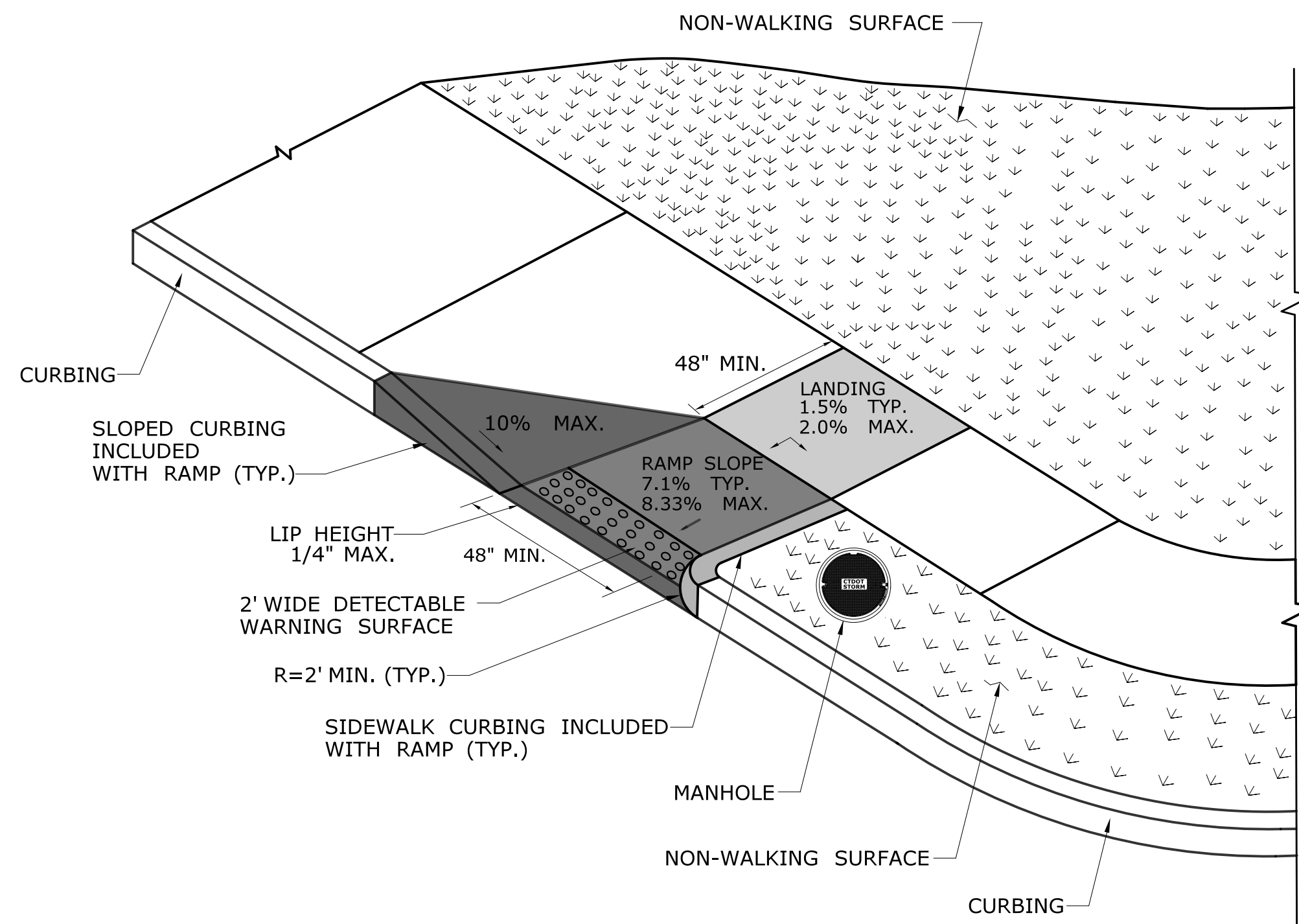
GRADE BREAK GREATER THAN 5'
DETECTABLE WARNING SURFACE LOCATION



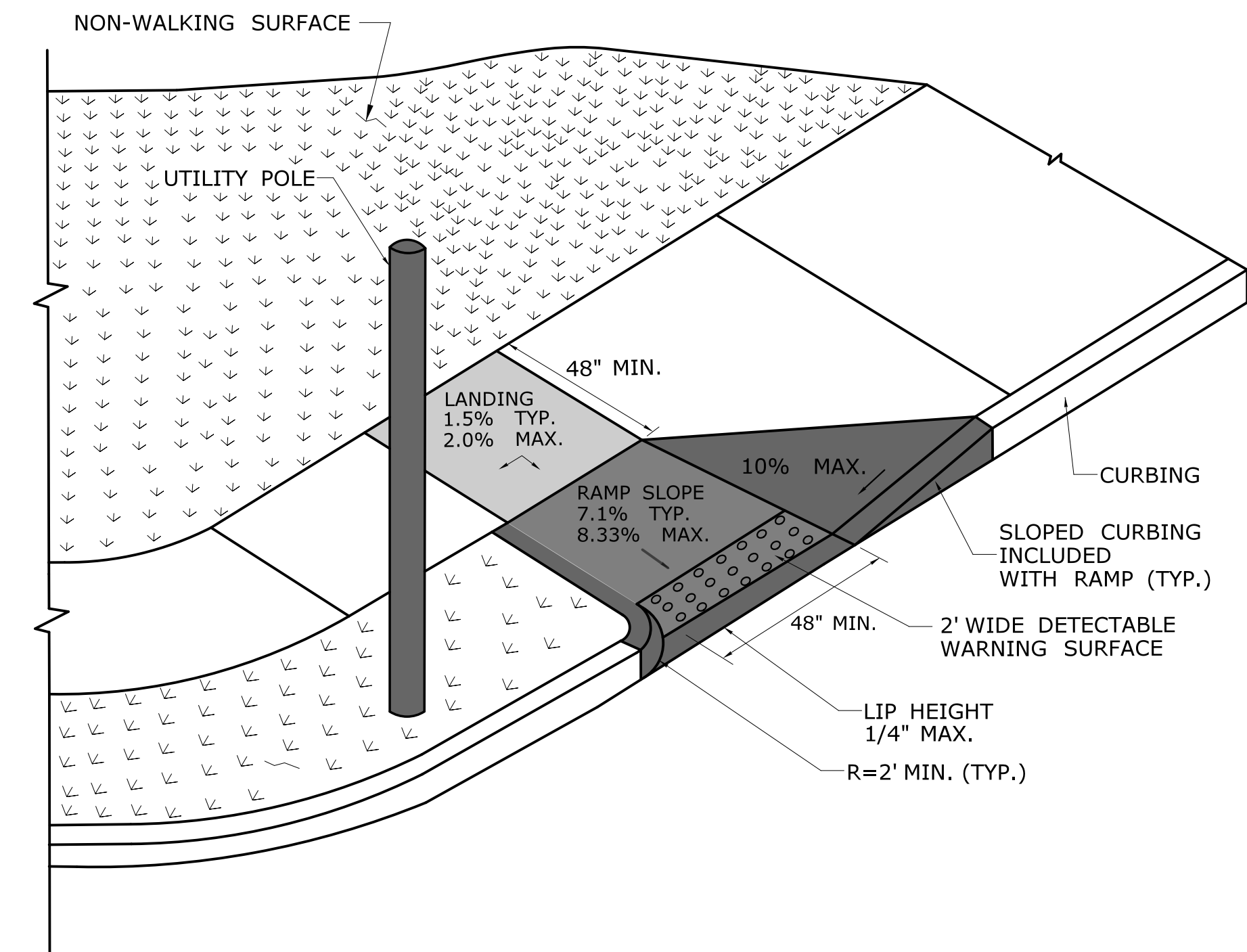
GRADE BREAK OF 5' OR LESS
DETECTABLE WARNING SURFACE LOCATION



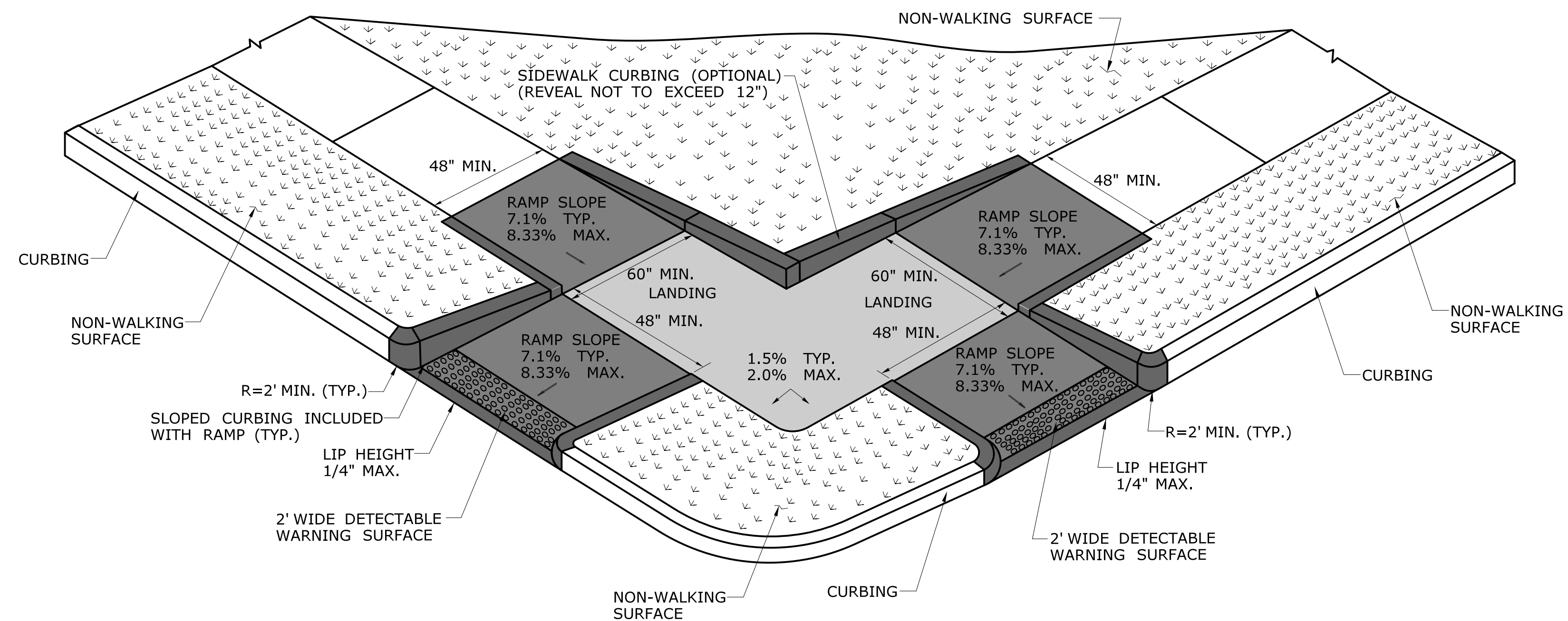
				THE INFORMATION, INCLUDING ESTIMATED QUANTITIES OF WORK, SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.	DESIGNER/DRAFTER: -	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	SIGNATURE/ BLOCK: 	PROJECT TITLE: REVISION AND REPLACEMENT OF TRAFFIC CONTROL SIGNALS WITH AOS UPGRADES IN DISTRICT 3	TOWN: VARIOUS	PROJECT NO. 0138-0250 0173-0468 DRAWING NO. TR-GS_11			
					CHECKED BY: -						APPROVED BY: 	DRAWING TITLE: CONCRETE SIDEWALK RAMPS SHEET 6	SHEET NO. 03.41
REV.	DATE	REVISION DESCRIPTION	SHEET NO.		Plotted Date: 10/1/2019						Filename: ... CTDOT_HIGHWAY_GD_[1-28-19].dgn		



**PERPENDICULAR RAMP
WITH NON-WALKING SURFACE
(TYPE 18 LEFT)**

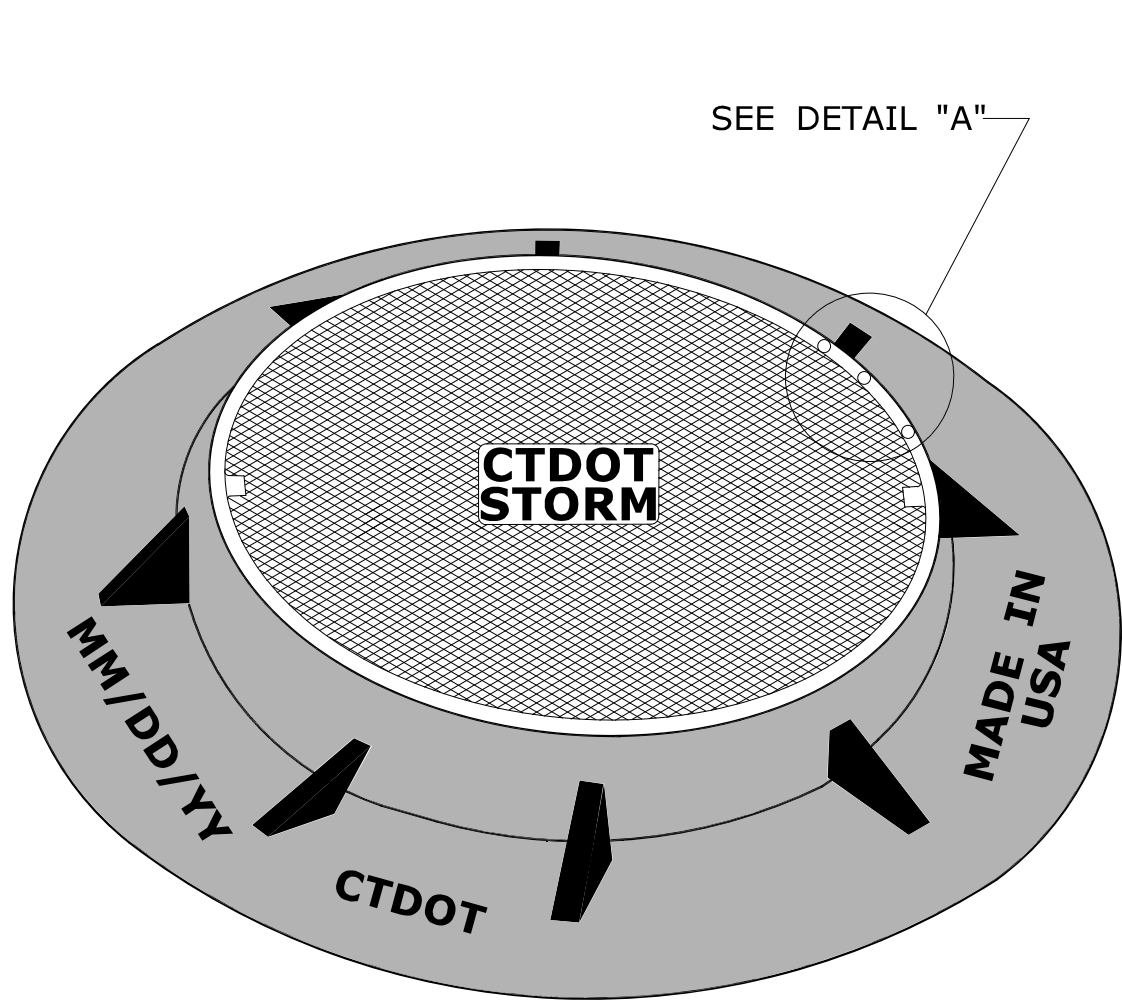


**PERPENDICULAR RAMP
WITH NON-WALKING SURFACE
(TYPE 18 RIGHT)**

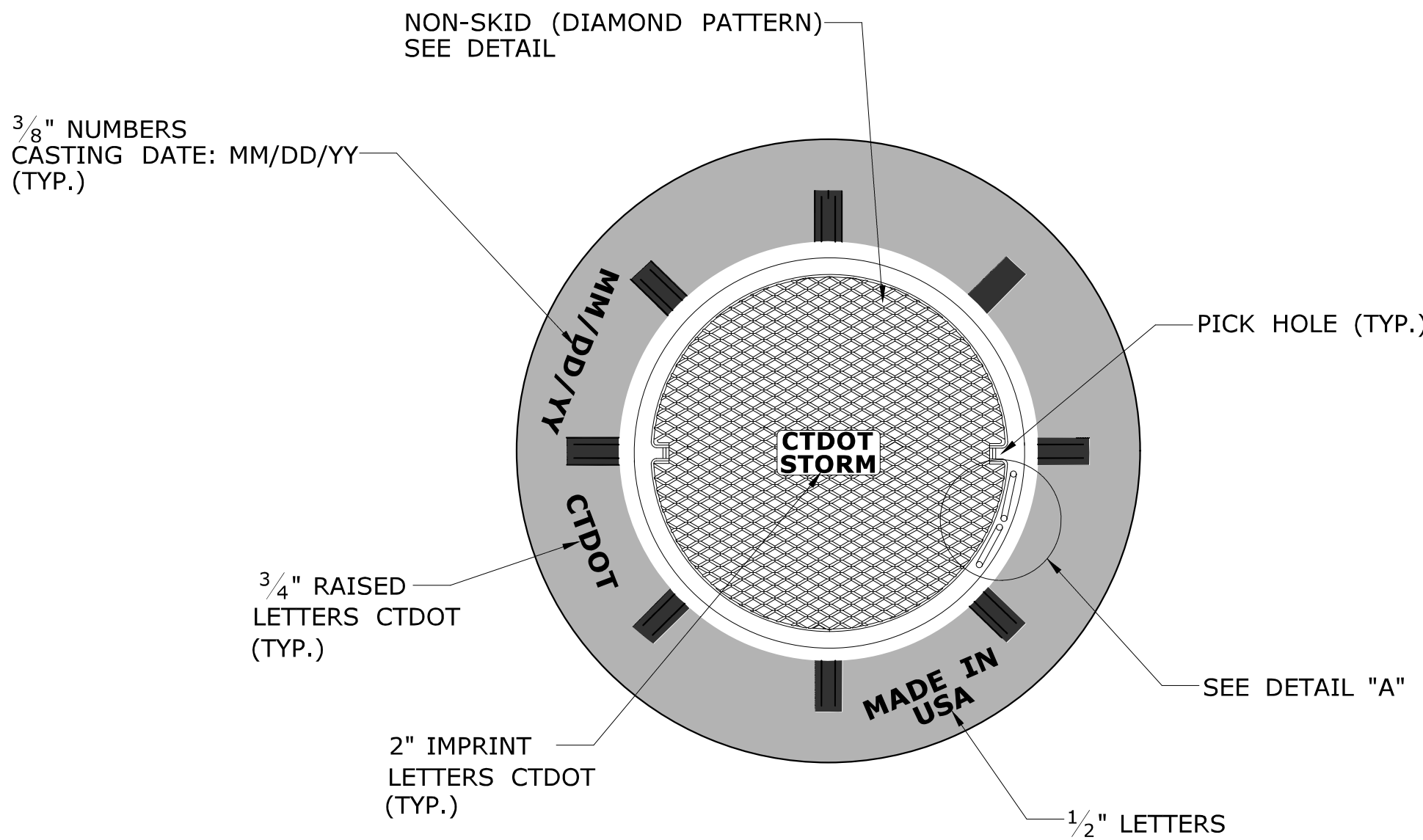


**PERPENDICULAR RAMP
WITH NON-WALKING SURFACE
(TYPE 19)**

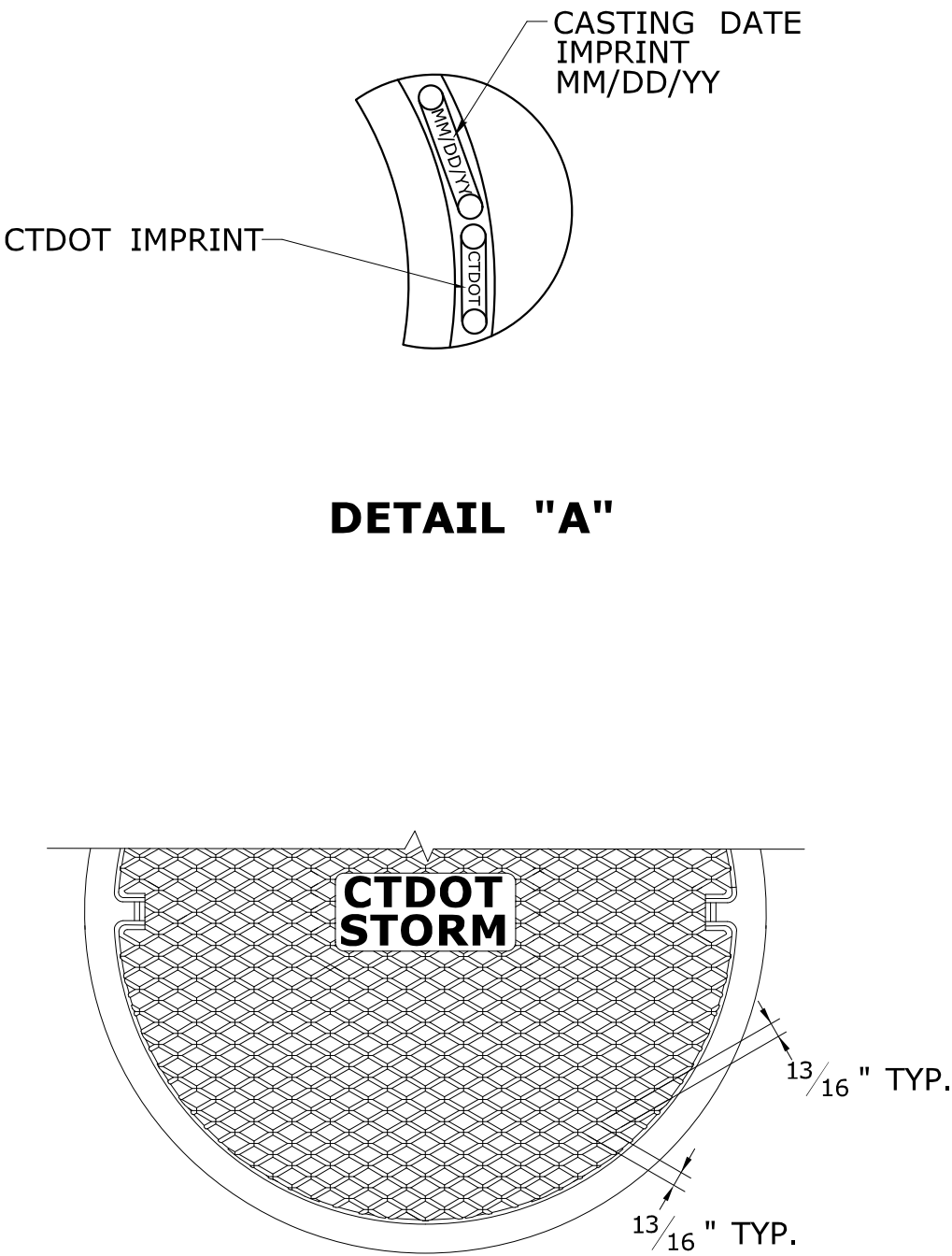
GENERAL NOTES:
1. ALL DIMENSIONS ARE SUBJECT TO MANUFACTURING TOLERANCES.



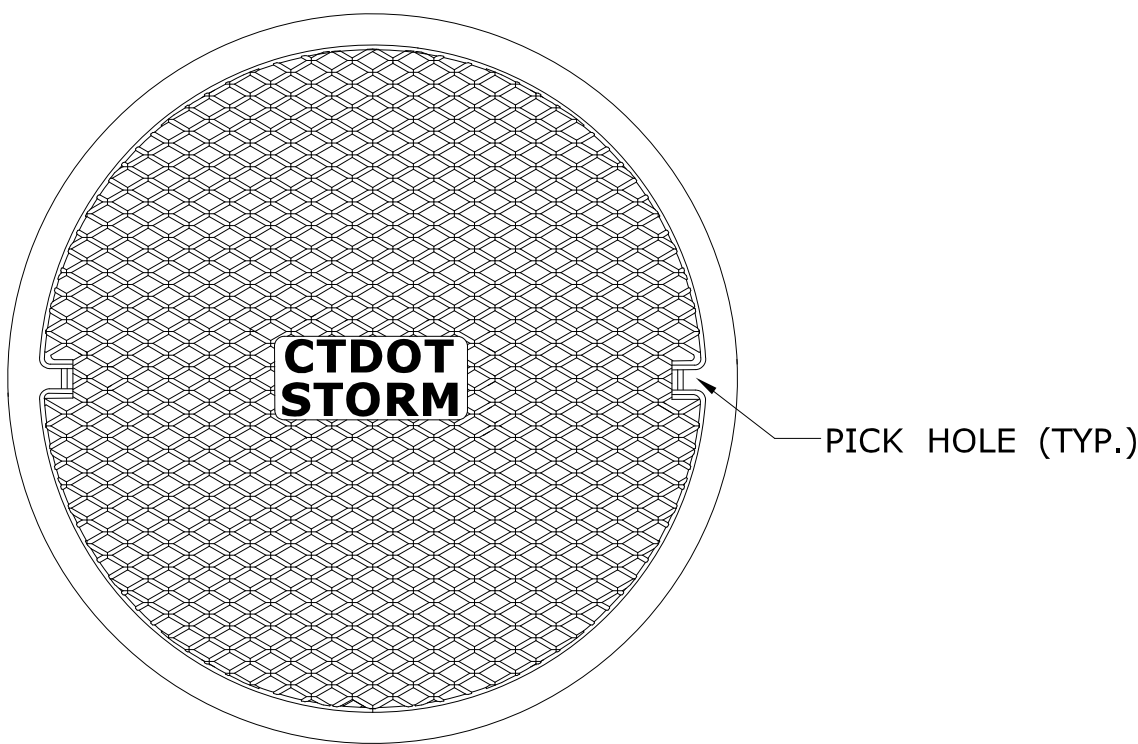
MANHOLE FRAME AND COVER



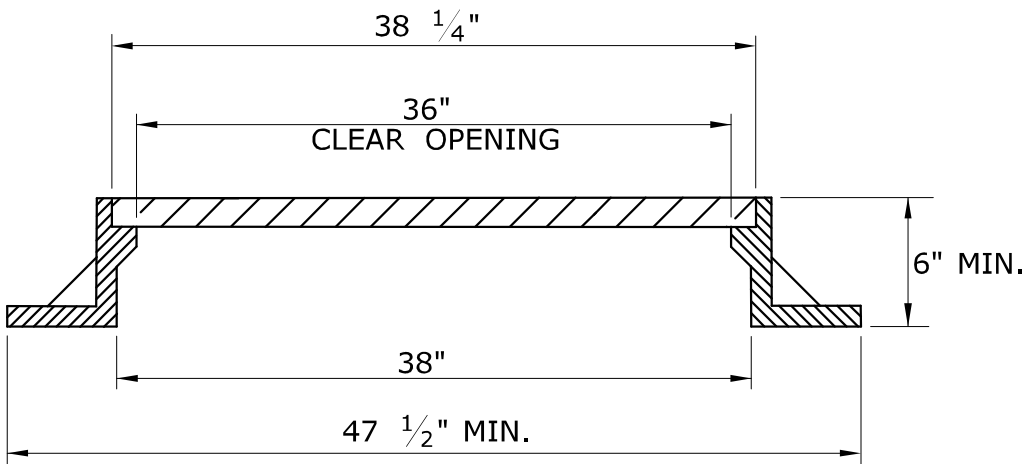
PLAN



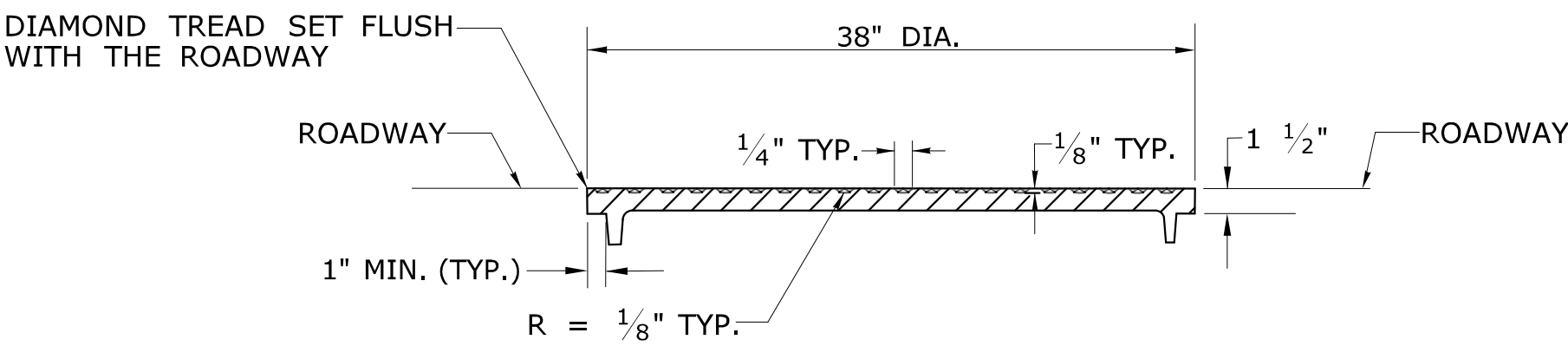
DIAMOND PATTERN PLAN



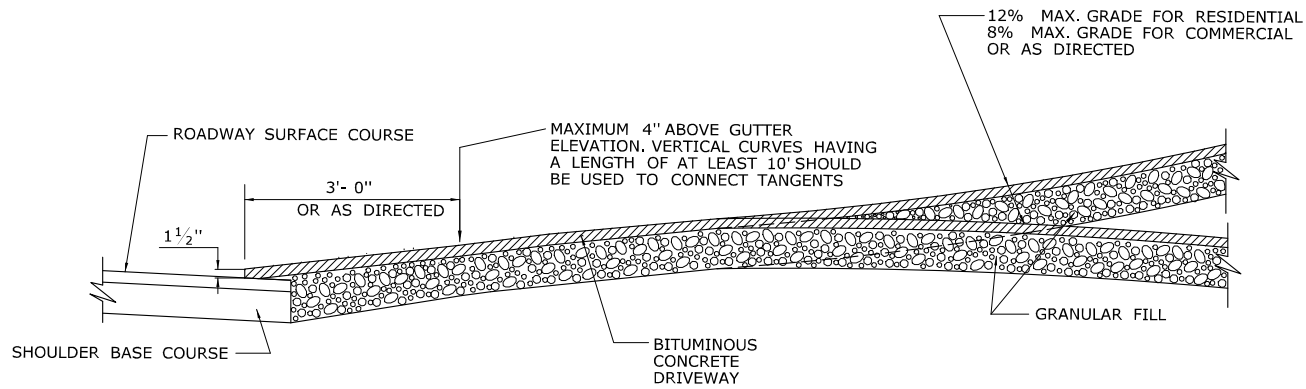
MANHOLE COVER PLAN



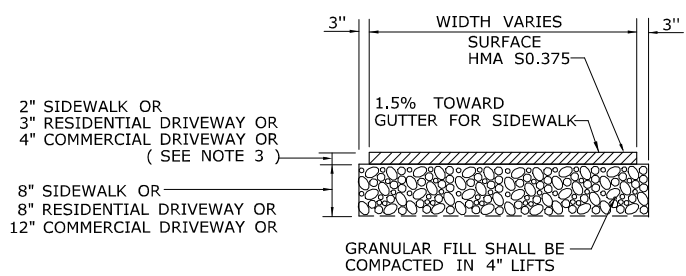
MANHOLE FRAME AND COVER



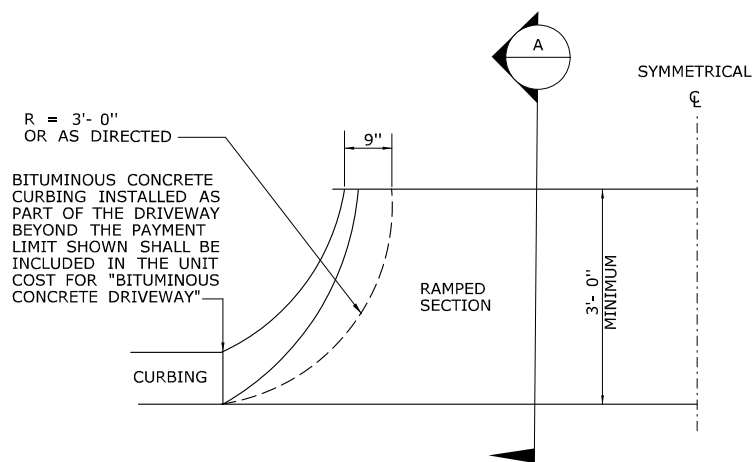
MANHOLE COVER WITH DIAMOND PATTERN



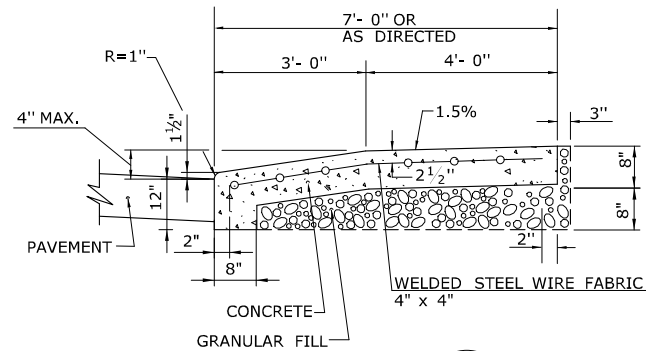
SECTION A



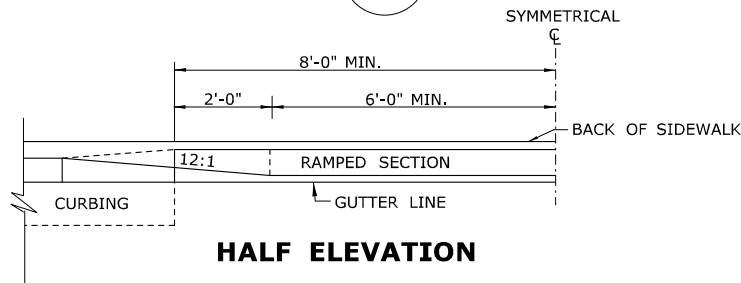
TYPICAL SECTION
BITUMINOUS CONCRETE
SIDEWALK AND DRIVEWAY



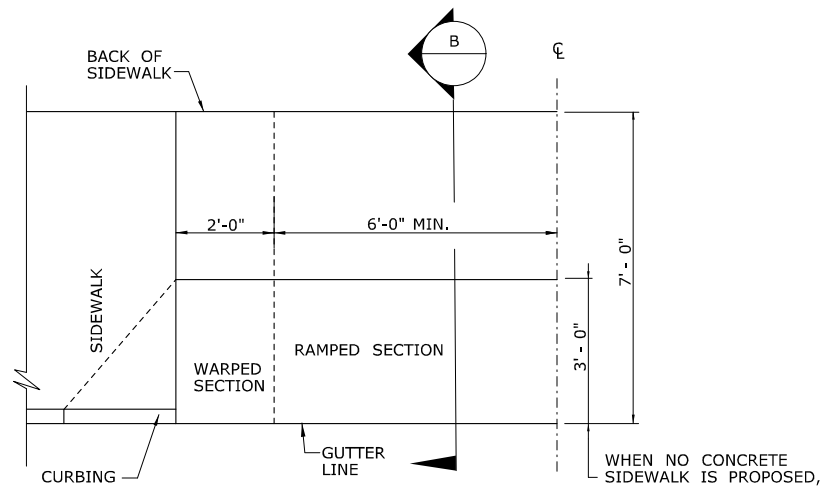
HALF BITUMINOUS CONCRETE
DRIVEWAY PLAN



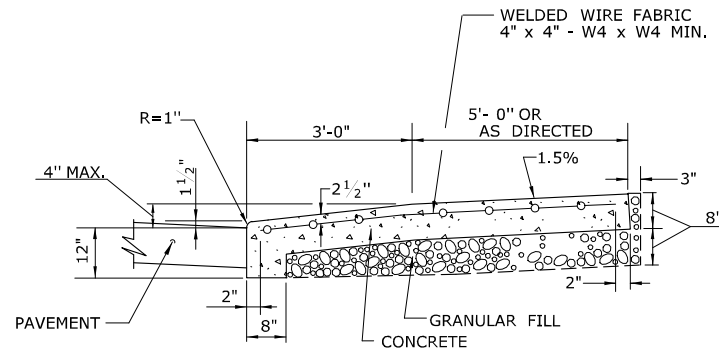
SECTION B



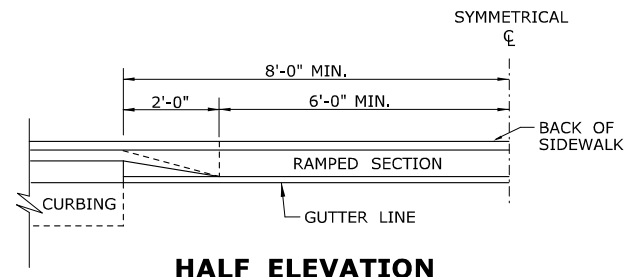
HALF ELEVATION



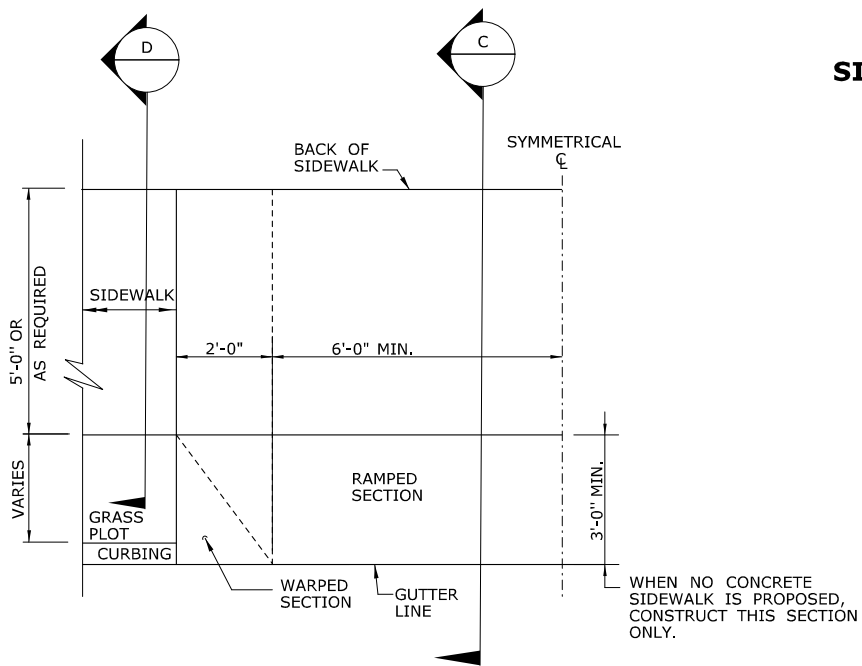
HALF PLAN OF
CONCRETE DRIVEWAY RAMP WHERE
SIDEWALK ADJOINS CURBING



SECTION C



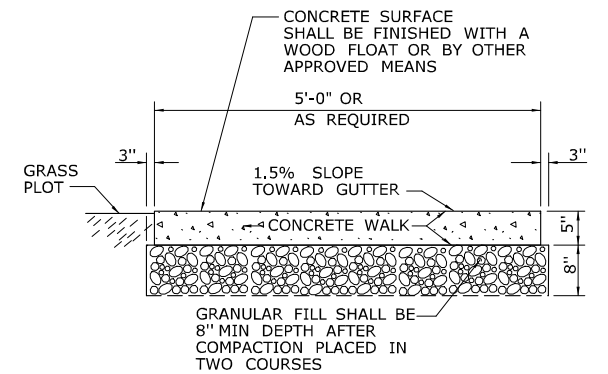
HALF ELEVATION



HALF PLAN OF
CONCRETE DRIVEWAY RAMP WHERE
CURB IS SEPARATED FROM
SIDEWALK BY GRASS PLOT

GENERAL NOTES:

1. DRIVEWAY ENTRANCE SHALL BE A MINIMUM OF 12' WIDE, EXCLUDING CURBING WHEN PRESENT.
2. WELDED WIRE FABRIC MATS WITH REINFORCING AT CLOSER SPACING MAY BE USED.
3. SURFACE HMA S0.375 TO BE PLACED IN TWO EQUAL LIFTS FOR BOTH RESIDENTIAL AND COMMERCIAL DRIVEWAYS.



SECTION D

5' WIDE CONCRETE
SIDEWALK WITH GRASS PLOT

1	6/01/10	REVISED BORDER TITLE
2	6/01/10	REVISED HALF ELEVATION DETAILS
3	1/12	REVISE 2% MAX. SLOPE NOTE
4	6/17	REVISED SLOPES & MATERIAL COMPOSITIONS
-	-	INCREASED WALKING WIDTH OF CONCRETE DRIVEWAY RAMP
REV.	DATE	REVISION DESCRIPTION

THE INFORMATION, INCLUDING ESTIMATED QUANTITIES OF WORK, SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.

Plotted Date: 6/6/2017

NOT TO SCALE



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Filename: HW-921_01.dgn

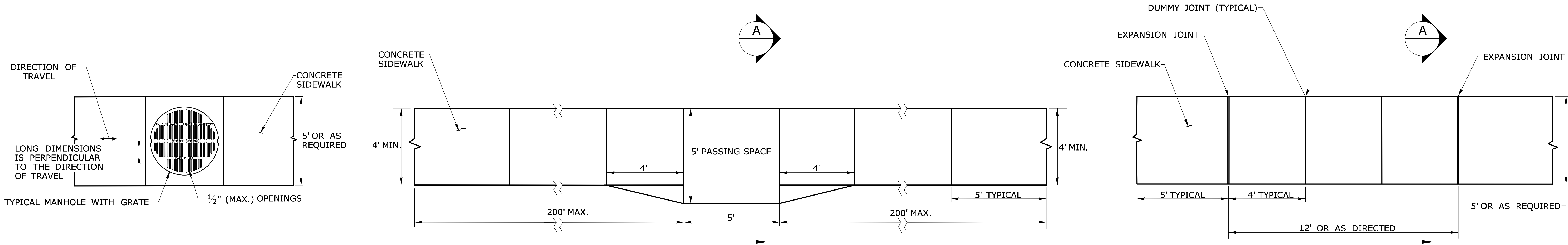
Model: CT-Civil-2D-Sheet

SUBMITTED BY:	NAME/DATE/TIME:
APPROVED BY:	NAME/DATE/TIME:

CTDOT
STANDARD SHEET
OFFICE OF ENGINEERING

STANDARD SHEET TITLE:	STANDARD SHEET NO.:
DRIVEWAY RAMPS AND SIDEWALKS	HW-921_01

- GENERAL NOTES:**
1. SEE CONCRETE SIDEWALK RAMP GUIDE SHEETS FOR PEDESTRIAN RAMP TYPES.
 2. ALL CURBING SHALL BE INSTALLED AS EITHER PRECAST OR CAST IN PLACE AS DIRECTED.



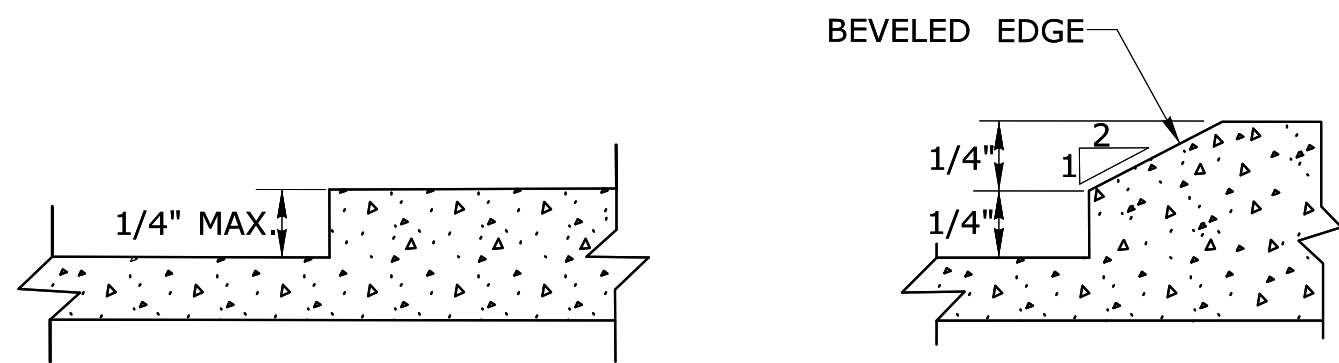
**PEDESTRIAN ACCESS ROUTE
OVER A MANHOLE WITH GRATE**

1. HORIZONTAL OPENINGS IN GRATES AND JOINTS MUST NOT BE MORE THAN $\frac{1}{2}$ INCH
2. ELONGATED OPENINGS IN GRATES MUST BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DIRECTION OF TRAVEL

**5' PASSING SPACE FOR 4' WIDE SIDEWALK
PLAN**

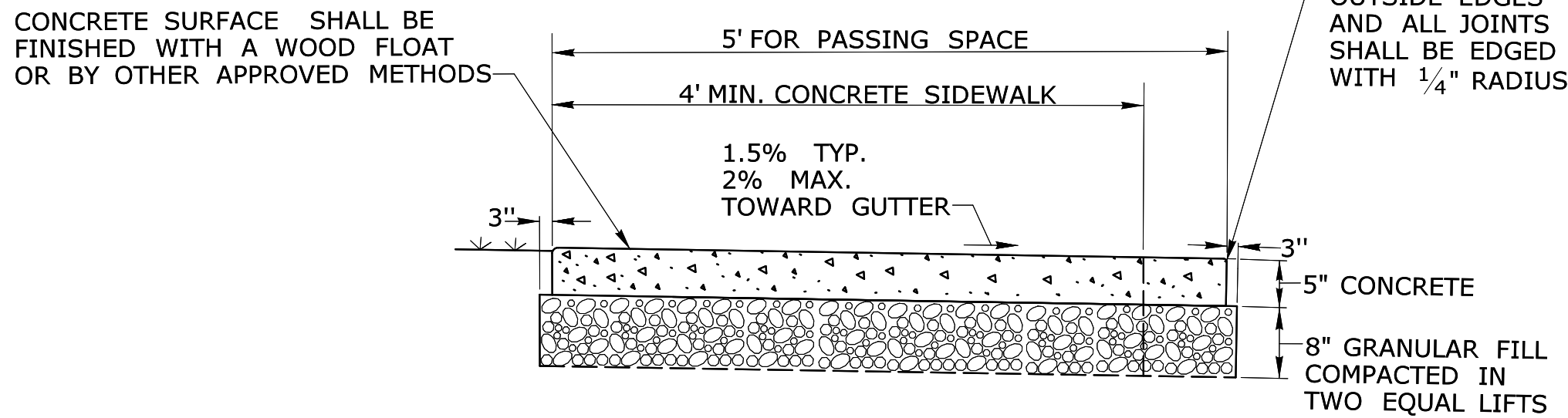
PASSING SPACES SHALL BE PROVIDED AT INTERVALS OF 200' MAXIMUM FOR SIDEWALKS LESS THAN 5' IN WIDTH

**5' WIDE SIDEWALK
PLAN**



VERTICAL SURFACE DISCONTINUITIES

VERTICAL SURFACE DISCONTINUITIES MUST BE BEVELED TO A HEIGHT NOT GREATER THAN $\frac{1}{4}$ INCH. THE BEVEL MUST BE THE ENTIRE WIDTH OF THE DISCONTINUITY.



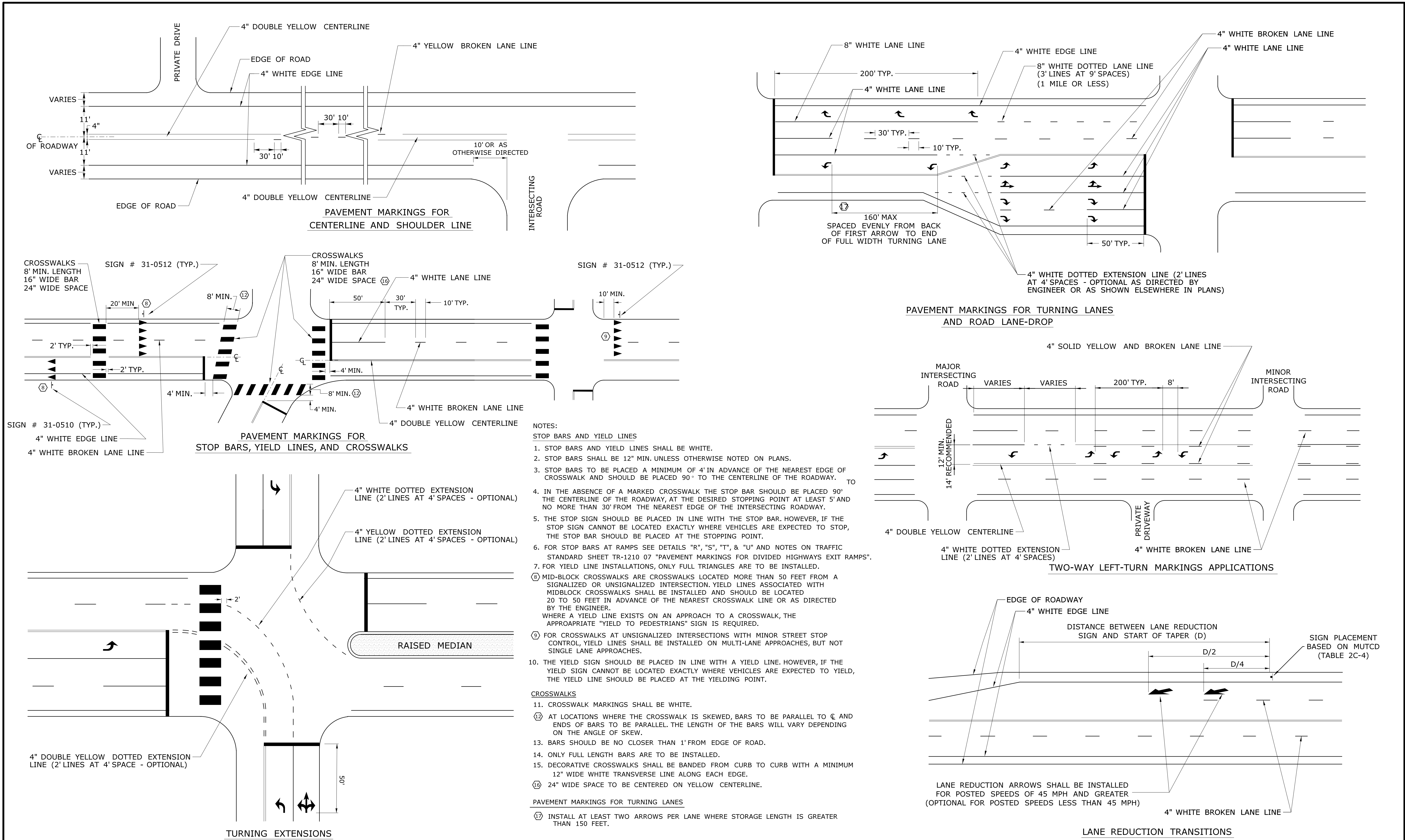
5' PASSING SPACE FOR 4' WIDE SIDEWALK

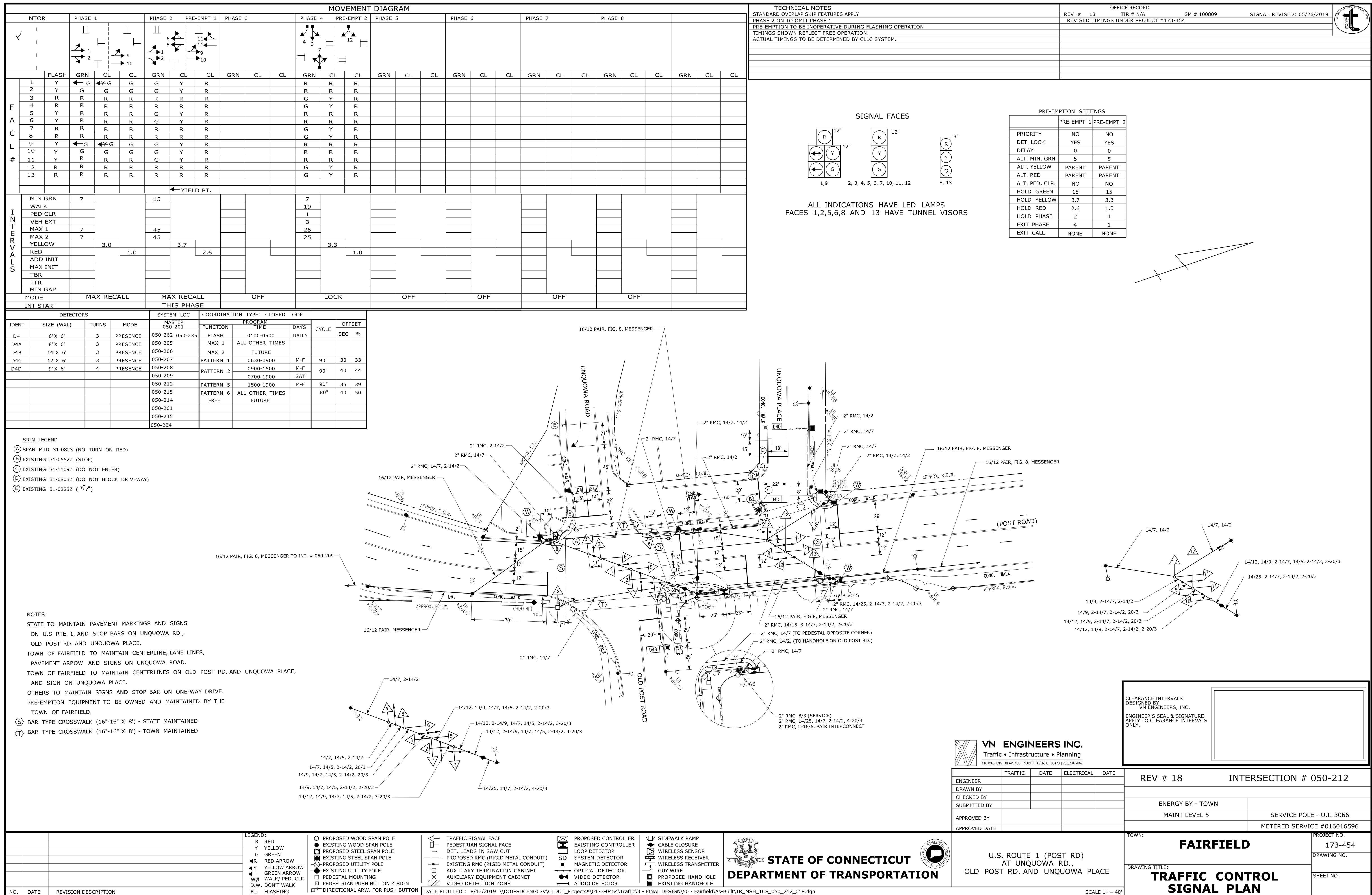
SECTION A



b. PLACE HMA S1.0 TRAFFIC LEVEL 2 IN 2" - 3" LIFTS TO MATCH EXISTING BITUMINOUS CONCRETE PAVEMENT THICKNESS, WITH THE FINAL LIFT BEING 2"

TABLE 1	
TOTAL SLAB LENGTH (L)	MIN. LENGTH REMAINING
40' OR LONGER	1/4 L
15' - 40'	10'
15' OR SHORTER	REBUILD TO NEAREST JOINT





SERVICE AGREEMENT
Bid 2023-50

This AGREEMENT, made this day of March 2023, by and between the **TOWN OF FAIRFIELD**, in the County of Fairfield, a municipal Corporation of the State of Connecticut (hereinafter "**TOWN**"), and **Star Construction Corporation**, a Connecticut Corporation with its principal place of business at 40 Embree Street, Stratford, Connecticut, (hereinafter "**CONTRACTOR**").

WITNESSETH, that for and in consideration of the premises and the agreement herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

FIRST: Statutes.

The Contractor agrees to accept and abide by the provisions of Title 31, Section 53 of the 1965 Supplement to the General Statutes, State of Connecticut, which require "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

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, 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 insure 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (b) 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; (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, 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; (d) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (e) 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 Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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 sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) 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 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; (c) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (d) the Contractor agrees to provide the Commission 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 which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

SECOND: Engagement and Authorization.

Subject to the terms and conditions set forth in this Agreement, Town does hereby engage and authorize Contractor — and Contractor does hereby accept such engagement and authorization, as an independent contractor for Town — to construct the Construction Project, as here in defined, and to manage such construction for Town. The Contractor further covenants and agrees at its own proper cost, charge, and expense to furnish all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works equipment and fixtures, appurtenant thereto, as set forth in the Contractor's proposal, annexed hereto, as Exhibit A and known as PURCHASE ORDER FY 2023, and as described in the Invitation to Bid #2023-50 Plans and Specifications, attached hereto as Exhibit B, made and prepared by the Town of Fairfield Purchasing Department, in the County of Fairfield; and in the Contract Documents, as defined below in this Contract, which are incorporated by reference and wholly made a part of this Contract to the same extent as though the same were herein expressly written, in a first-class workmanlike manner, and in strict accordance with the plans, drawings and specifications therefore, invitation for bid, and the Contractor's proposal all of which plans, drawings, specifications, invitation to bid, proposal, award resolution and other Contract Documents. Such

work will be performed under the supervision of the Responsible Town Official (herein "RTO"), who for the purposes of this Contract, shall be the Director of Public Works of the Town of Fairfield and/or his appointed agent.

THIRD. In consideration of the Contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefore, advertisement, proposal and other Contract Documents, the Town of Fairfield covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the General Conditions as accepted in the bid submission attached hereto as Exhibit C.

FOURTH. The Contractor agrees to indemnify, defend and hold harmless the Town of Fairfield, its employees, agents and servants from any and all claims or demands for damages or injuries to either person or property which arise or may arise out of the performance of this contract, and shall indemnify and insure the Town of Fairfield in the manner more particularly set forth in the Insurance Requirements attached herein as Exhibit D, which are made part of this Contract.

FIFTH. The term "Contract Documents" shall mean and include the following:

Advertisement for Bid

1. Instructions to Bidders
2. Bid Proposal
3. All Contract Forms:
 - a. Bid Bond
 - b. Certificate of Surety
 - c. Statement of Compliance with Bidding Requirements
 - d. Contract
 - e. Acknowledgement of Officer of Town Executing Contract
 - f. Acknowledgement of Corporate Contractor
 - g. Acknowledgement of Contractor, if an Individual
 - h. Performance and Labor and Material Bond
 - i. Certificate of Insurance
 - j. Non-Collusion Affidavit of Prime Bidder
 - k. Non-Collusion Affidavit of Subcontractor
 - l. Notice of Award
 - m. Notice to Proceed
 - n. Change Orders
 - o. Town of Fairfield, Standard Insurance Requirements
4. General Conditions
5. Supplemental General Conditions
6. Special Conditions
7. Contract Specifications

IN WITNESS WHEREOF, the Town Council of the Town of Fairfield, in the County of Fairfield has authorized the Corporate Seal of the Town of Fairfield to be hereto affixed and this Contract

to be signed by the Purchasing Authority and that same attested to by the Town Clerk and the Contractor has caused this Contract to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed on the day and year first above written.

TOWN OF FAIRFIELD

By_____

Its: _____

Date: _____, 2023

By_____

Its: _____

Date: _____, 2023

Star Construction Corporation

By_____

Its:

Date: _____, 2023

EXHIBIT A
PURCHASE ORDER FY 2023

EXHIBIT B
INVITATION TO BID #2023-50

EXHIBIT C
CONTRACTOR'S BID SUBMISSION

EXHIBIT D
CERTIFICATE OF INSURANCE

Memorandum

To: Board of Selectmen
From: Mark S. Barnhart, Director of Community & Economic Development
Date: March 8, 2023
Re: Bird E-Scooter Shared Mobility Program Pilot

The Board authorized the Town to enter into a one year pilot program with Bird Rides that allowed the company to offer stand-up electric scooters for shared use within a portion of Fairfield. The service was generally confined to those areas of Town that were south of I-95, but included sections of Round Hill and North Benson Roads that extended to the fringe of the Fairfield University campus.

The program launched on May 23rd and was suspended on December 8th. The scooters proved quite popular, with more than 19,000 rides and over 4300 unique riders during the six month period. Feedback from the program was generally positive, though there were a number of persistent complaints. Most of the complaints involved improperly parked scooters and riders who were under age or who were operating the scooters in an unsafe or discourteous manner. A number of these complaints involved individuals operating privately owned scooters, which are becoming increasingly commonplace in Fairfield and other communities. Bird is working with an external vendor to incorporate facial recognition technology on its platform to combat account sharing and underage riding.

Bird representatives met regularly with Town staff and were generally responsive to addressing operational issues and concerns. In particular, the local fleet manager was quick to address and resolve issues related to improperly parked scooters. At the Town's request, Bird reduced the top operating speed within the downtown and suspended operations on the day of the Town's fireworks. There were at least two reported accidents involving Birds, both of which resulted in minor property damage but no injuries. In one of these incidents, Bird could have been more cooperative in assisting the Police Department's investigation to identify the scooter operator at fault, as detailed in the attached letter from Police Chief Kalamaras.

The operating agreement with Bird Rides is scheduled to renew on April 21, 2023, for an additional one year term unless either party provides notice to the other of its intent to terminate the arrangement thirty (30) days prior to the expiration of the term.

June 7, 2021

The Police Chief and I plan to attend Thursday's special Board of Selectmen meeting to answer any questions.

PILOT OPERATING AGREEMENT

This Pilot Operating Agreement (the "Agreement") is made this 21 day of April, 2022, by and between the Town of Fairfield (the "Town"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein through its First Selectwoman, Brenda L. Kupchick and Bird Rides, Inc., a California corporation, located at 406 Broadway #369 Santa Monica, CA 90401 (the "Company"), acting herein through its Territory Manager, Chris Stockwell.

1. Statement and Purpose

The purpose of this Agreement is to establish rules and regulations governing the operation of a Stand-up electric scooter sharing system within the Town while this Agreement is in effect, and to ensure that the program is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way.

2. Scope

This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within the boundaries outlined below. This Agreement shall remain in effect for a period of twelve months and shall automatically renew for successive twelve month periods unless either party provides written notice to the other of its intention not to renew at least thirty (30) days prior to the end of the then-current term, or unless terminated as set forth in Section 12.

3. Operating Regulations

- a. Company may utilize independent business logistics providers to facilitate local operations. Company's use of these logistic providers does not constitute a transfer or assignment of the Agreement, and Company remains responsible for all obligations and requirements under this Agreement.
- b. Logistic Provider will respond to Town issues related to Bird scooters. The local contact for Bird must respond within two (2) hours of contact from the Town during normal business hours defined as 8:00AM to 6:00PM Monday through Friday or within ten (10) hours outside of business hours on an issue and provide notification upon resolution of the issue.
- c. Stand-up electric scooters shall mean a device weighing less than 75 pounds that: (i) has handlebars and an electric motor; (ii) is solely powered by the electric motor and/or human power; and (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor.
- d. Except as otherwise provided herein, Town shall regulate the operation of Stand-up electric scooters in a manner no more restrictive than Town's regulation of bicycles.
- e. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by the Town consistent with fines for cyclists.

- f. Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- g. Hours of operation when the Company's Stand-up electric scooters will be made available to rent are 5 a.m. to 12:00 am (local time).
- h. Company shall provide 50-75 vehicles at launch, which may be increased based upon demand and usage by mutual consent of the parties.
- i. The Town and Company shall jointly determine the initial deployment location of Stand-up electric scooters, which may be adjusted during the term of this Agreement based on rider utilization data.
- j. Company is permitted to increase its fleet size on a monthly basis in the event that the Company's fleet provides on average of more than two rides per Stand-up electric scooter per day within that Zone. Company shall provide monthly reports to the Town with data demonstrating the utilization rate of vehicles in Company's fleet, pursuant to Section 7.

4. Parking

- a. Users of Stand-up electric scooters shall park devices upright in the furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
- b. Users shall not park Stand-up electric scooters in such a manner as to block: the pedestrian clear zone area of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
- c. Users shall not park Stand-up electric scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- d. Users shall not park Stand-up electric scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- e. Company may stage its Stand-up electric scooters in permitted parking areas as described in this section. To the extent Company desires to stage Stand-up electric scooters in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate Town department, property owner, or public agency.

6. Operations

- a. Company shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Company shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
- b. In the event a safety or maintenance issue is reported for a specific device, that Stand-up electric scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- c. Company shall provide notice to all users that:
 - i. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths;

- ii. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
 - iii. Helmets are encouraged for all users;
 - iv. Parking must be done in designated areas; and
 - v. Riding responsibly is encouraged and riders who misuse the service can be fined and/or barred from use.
- d. Company shall provide education to Stand-up electric scooter riders on the Town's existing rules and regulations, safe and courteous riding, and proper parking.

7. Data Sharing

Company will provide at no cost anonymized fleet and ride activity data to the Town to assist with monitoring program usage.

8. Revenue Sharing

While this program is in effect, Bird Rides, Inc. shall pay the Town a revenue-share of \$0.20 per ride. Bird Rides, Inc. shall pay the revenue-share to the Town on a quarterly basis, in arrears within 30 days from the end of the preceding month.

9. Indemnification

Bird Rides, Inc. agrees to indemnify, defend and hold harmless the Town (and the Town's employees, agents and affiliates) from and against all actions, damages or claims brought against the Town arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of the Town's (or the Town's employees', agents' or affiliates') negligence or willful misconduct. The Town expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of three (3) years after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused exclusively by the Town's negligent construction or maintenance of public infrastructure. The Town's right to indemnification shall be contingent on the Town notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any defense; The Town shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.

10. Insurance

Company shall provide Town with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; (c) Umbrella or Excess Liability coverage with a limit of no less than \$5,000,000.00 each occurrence/aggregate; and (d) where Company employs persons within the Town, Workers' Compensation coverage of no less than the statutory requirement. Company shall name the Town of Fairfield as additional insured on the General Liability insurance and

the Umbrella or Excess Liability coverage. Company shall notify the Town at least 30 days in advance of changes/cancellations to the insurance policies above.

11. **Notices** All notices and communications to the Town from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.


12. During the initial twelve month term of this Agreement, either party may terminate this agreement at any time and without cause upon thirty (30) days' notice. Thereafter, the Town may terminate this agreement for any reason, upon ninety (90) days' notice.

13. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

14. The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

15. This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

TOWN OF FAIRFIELD



By: Brenda L. Kupchick, Its First Selectwoman

BIRD RIDES, INC.



By: Chris Stockwell, Its Territory Manager

Real-Time Rider Verification

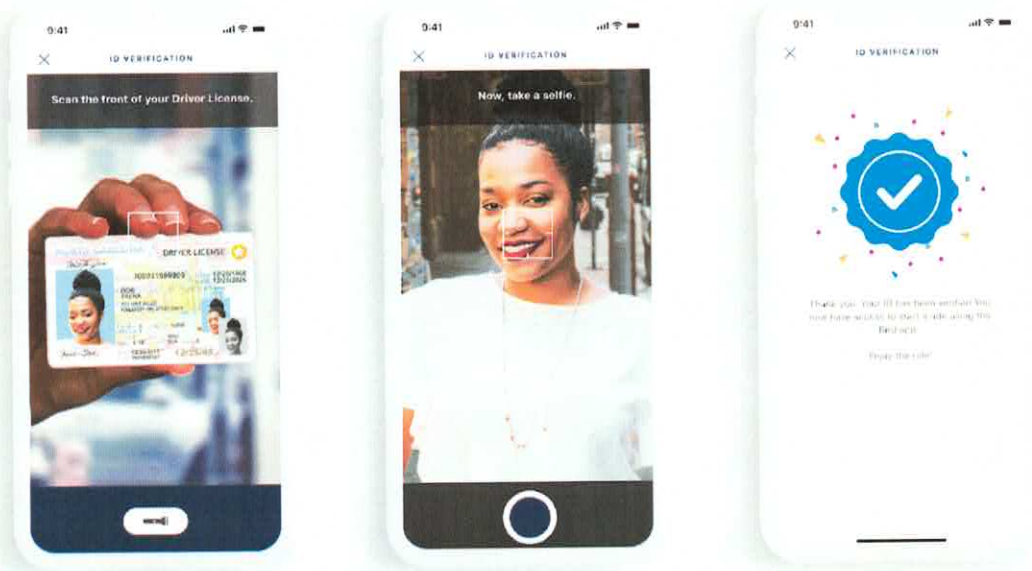
Bird partners with AU10TIX, the global leader in online identity verification and user authentication, to offer real-time rider verification that prevents account sharing. Once launched, the Bird app directs riders to take a photo of their driver's license, state identification, or passport during sign-up, followed by a selfie. The system uses facial biometric technology to confirm the rider is 18 years of age or older and their ID document is authentic and an unaltered match to the person pictured in the selfie.

“

AU10TIX is proud to partner with Bird to enhance micromobility safety for riders around the world. Our proprietary ID verification technology supports thousands of official ID types, meaning Bird riders around the world can instantly authenticate their accounts and get moving. When two industry leaders come together to ensure that safety guidelines are respected efficiently, everyone wins.

• **Carey O'Connor, AU10TIX CEO**

Our comprehensive review process prevents underage riders from signing up to our service, as well as detects fraudulent attempts to open multiple accounts with the same ID. We can also require riders to re-verify their identity at regular intervals throughout the program to prevent account sharing. In other cities like Miami, we require re-verification every three months. Since launching our AU10TIX-powered ID scan worldwide, approximately 15% of IDs have not been accepted for issues such as being expired, not meeting the minimum age requirements, and being duplicates already registered in our system.



Bird's In-App Rider Verification Powered by AU10TIX



Robert Kalamaras
Chief of Police



Fairfield Police Department

Continually Striving to Make Fairfield Safer
Honor - Professionalism - Excellence



100 Reef Road
Fairfield, CT 06824

Director Mark S. Barnhart
Community & Economic Development
611 Old Post Road
Fairfield, CT 06824

RE: PILOT-OPERATING AGREEMENT WITH BIRD RIDES TO OFFER E-SCOOTERS WITHIN THE TOWN OF FAIRFIELD

Dear Mr. Barnhart,

I am writing to you regarding the Pilot-Operating Agreement, which the Town entered into last year with Bird Rides, which enabled Bird to offer e-scooters for rent within the Town of Fairfield. It is my understanding that this Pilot-Operating Agreement is set to expire and you are seeking an explanation representing the Police Department's experience during this period.

Overall, we have seen very few community concerns and complaints since the e-scooters first arrived. In the beginning stages, we were experiencing emails from concerned citizens and parents related to underage operators without helmets, operators riding them on the sidewalk, or scooters abandoned in residential neighborhoods. By and large the most common complaints are underage operators. Most complaints were direct emails to my office or comments on our department's social media. During that time, we instructed our officers to encourage younger riders to wear helmets and teach them the rules of the road.

Taking into consideration the complaints illustrated above, we have collaborated with the franchise owner several times over the year. A few items that I noted were to reduce the operating speed of the e-scooter fleet, and to be more diligent in consolidating the scooters outside of residential areas. We also worked to render them inoperable during the evening of the Fairfield Town Fireworks. This helped to eliminate people from causing additional traffic issues and exploiting parking restrictions.

We have experienced one negative interaction during a hit-and-run investigation. In this case, a Bird scooter operator rear-ended a parked car. The operator fled the scene of the collision, leaving the Bird scooter at the scene. In an effort to identify the operator through the electronic credit card portal, officers sought, and were granted, a search warrant for information from Bird related to this incident. Investigators were met with no cooperation from Bird "legal team" in providing the information that was requested on the signed search warrant. To this day Bird has not provided the court-ordered information, and the individual whose parked-car was struck, was

Fairfield Police Department

forced to make a claim through their own insurance. Interactions like this make Bird unfavorable to work with from an investigative standpoint.

Overall, while Bird electric scooters offer several advantages in terms of affordability and eco-friendliness, they also come with some public-safety concerns that we have experienced over the last year.

Sincerely,



Robert Kalamaras

Chief of Police

Town of Fairfield, CT



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On, Wednesday, 21st December 2022, the Purchasing Authority recommended an award of bid number 2023-53, Tennis & Pickleball Court Improvements to Classic Turf Company, LLC, Woodbury, CT and Hinding Tennis, LLC, West Haven, CT to provide labor, materials, equipment and all else necessary for the replacement of tennis courts and pickleball courts as detailed in the plans and project manual prepared by Land-Tech Consultants, Inc. This project is awarded by location as outlined below:

Classic Turf Company, LLC

Timothy Dwight Elementary School – Tennis Courts

Fairfield Woods Middle School – Tennis Courts

Hinding Tennis, LLC

Tunxis Hill Park – Pickleball Courts

The awards for these contracts are contingent on the availability of funding and may be subject to the review and approval of the Board of Selectman.


Brenda L. Kupchick, First Selectwoman


Gerald J. Foley, Director of Purchasing



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2023-55

TENNIS AND PICKLEBALL COURT IMPROVEMENTS
TIMOTHY DWIGHT ELEMENTARY SCHOOL,
FAIRFIELD WOODS MIDDLE SCHOOL, AND TUNXIS HILL PARK

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted 11-10- 2022

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Thomas R. Ryan
First Selectwoman

[Signature]
Director of Purchasing
10/20/2022
Date

Bidder:

CLASSIC TURF COMPANY, LLC
Doing Business As (Trade Name)

PO Box 55, 437 Sherman Hill Rd.
Address

WOODBURY, CT 06798
Town, State, Zip

RYAN CONROY - Director of Sales
(Mr./Ms.) Name and Title, Printed

[Signature]
Signature

800-246-7951 - NO FAX
Telephone Fax

SALES@CLASSICTURF.ORG
E-mail

Sealed proposals will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00 pm, Thursday, 10th November, 2022

To provide labor, materials, equipment and all else necessary for the replacement of tennis courts and pickleball courts as detailed in the plans and project manual prepared by Land-Tech Consultants Inc.

NOTES:

1. Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No proposals shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "RFP #2023-55" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the proposer to see that their submission is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Parks & Recreation Department is seeking competitive bids from qualified Contractors to provide labor, materials, equipment and all else necessary, to perform the replacement of tennis courts and pickleball courts at the following locations:

Location	Project	Start Date
Timothy Dwight Elementary School 1680 Redding Road, Fairfield, CT	Replacement of the four (4) existing asphalt tennis courts with four (4) new post tension concrete tennis courts	Upon Award
Fairfield Woods Middle School, 1147 Fairfield Woods Road, Fairfield, CT	Replacement of the four (4) existing asphalt tennis courts with four (4) new post tension concrete tennis courts.	Upon school's closure for summer on June 12, 2023.
Tunxis Hill Park 225 Melville Avenue, Fairfield, CT	Replacement of the four (4) existing asphalt pickleball courts with four (4) new post tension concrete pickleball courts.	Upon Award

ENCLOSURES

1. Project Manual prepared by Landtech Consultants, Inc.
2. Project Plans prepared by Landtech Consultants, Inc.
3. State of Connecticut Wage Rate Schedule

PRE-BID MEETING

A site meeting will commence in the main lobby at Timothy Dwight Elementary School, 1680 Redding Road, Fairfield, CT at **10:00am on Wednesday, 26th October, 2022** for prospective bidders to scope the conditions and then proceed to Fairfield Woods Middle School, 1115 Fairfield Woods Road, Fairfield, CT and finally, Tunxis Hill Park, 225 Melville Avenue, Fairfield, CT.

- While the meeting is non-mandatory, prospective bidders will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website as below. Copies will not be made available at the meeting, nor will they be faxed out.
- All requests for information will be answered in writing as specified below under Addenda.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at www.fairfieldct.org/purchasing

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **11:00am on Wednesday, 2nd November, 2022**.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Ms. Lee A. Flaherty, Junior Buyer: LFlaherty@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately **Friday, 4th November, 2022** to the Town of Fairfield website, which is www.fairfieldct.org/purchasing. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

BID BOND / BID SECURITY

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal.

All bonds, including payment and performance bonds when applicable, shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

Any bid submitted without such security will be excluded from the bidding process, no exceptions.

REQUIREMENTS

- A. Prospective bidders are to visit the site to verify scope of the work, measurements, quantities, etc., prior to bidding. The Town reserves the right at all times to increase or decrease the amount of work, if deemed in its best interest.
- B. Price is to include all labor, materials, equipment, incidentals, permits, disposal, etc., required to properly complete the project, including but not limited to, the following:
 1. Approval where required by local officials, i.e. Building Department, Fire Marshall, etc.
 2. Demolition and disposal of existing, and installation of new equipment and materials, including all work required to complete the project, as delineated in the project manual and drawings.
 3. Clean up and proper disposal of all debris, waste material and surplus items.
- C. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- D. The successful bidder MUST secure all required permits prior to commencing work on the site. Upon application for a building permit (where required) the Town of Fairfield will waive the cost of the permit, exclusive of the State of Connecticut Education Fee.
- E. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield.
- F. **Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following: RFP Invitation, Addendum, Award Resolution, Town Purchase Order, and AIA Contract or equivalent when applicable.**

INSTRUCTION TO BIDDERS

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Price shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. The price(s) and amount of the bid will have been arrived at independently and without consultation, communication or agreement with any other contractor or bidder.

GUARANTEE

Equipment, materials and, or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and, or unsatisfactory work, shall be borne by the Contractor.

The Contractor shall upon written notice remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any structures or property caused by the Contractor incidental to this work, all such repairs to be done in accordance with instructions furnished by the Manager of Facilities and paid for by the Contractor.

OBLIGATION OF CONTRACTOR

The Contractor shall do all the work and furnish all the materials, tools, and appliances necessary or proper for performing and completing work required by this contract in a manner specified. All the work, labor, and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications hereto attached and other directions of the Town, as given from time to time during the progress of the work under the terms of the contract. The Contractor shall complete all work to be done under this contract to the satisfaction of the Town and in accordance with the specifications and drawings (where provided) herein mentioned at the prices herein agreed upon.

METHOD OF DOING WORK

The work must be started and done by the Contractor in such a manner as not to encounter delays to the traveling public owing to delays in doing the work. It must be pushed to completion with all possible speed and no inconvenience to traffic will be permitted where such inconvenience may be avoided. The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy employees and officials of the Board of Education, employees of public utilities, residents adjacent to the work and general public.

The Contractor shall employ only competent employees to do work and whenever the Town shall notify the Contractor, in writing, that any employee on the work is, in the Town's opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the Town. At the site of the work, the Contractor shall employ at all times while work is in progress, a construction superintendent or foreman who shall have full authority to act for the Contractor and who shall be acceptable by the Town.

In connection with the execution of the bid, subsequent purchase orders and/or contracts, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or natural origin.

Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rule and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

The Town of Fairfield reserves the right to require the successful bidder(s) to enter into such security arrangements and/or written contracts as deemed necessary by the Town of Fairfield and/or Board of Education to protect the Town's property and goods and interests.

EXECUTION OF AGREEMENT

The form of Agreement that the successful bidder will be required to execute will be decided by the Town. The bidder to whom the Contract is awarded, must sign and deliver required copies to the Town within seven (7) business after notice of award and receipt of Agreement forms from the Town.

At or prior to delivery of the signed Agreement, the bidder to whom the contract is awarded shall deliver to the Town those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bonds as required by the Town.

Bonds and Certificates of Insurance shall be approved by the Town before the successful bidder may proceed with the work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Town shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

LIABILITY OF CONTRACTOR

The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect the work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the Town and its officers, agents, and employees from all claims relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall conduct the work in such a manner as to interfere as little as possible with travel on the highways and observe all ordinances and statutes relating to obstructing the highway. The Contractor shall provide railing or suitable barricades as good safe practice requires as outlined in the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America and as required by the Town to prevent accidents or injury to persons, vehicles or animals.

Signs warning the public of construction in the near vicinity shall be maintained at a reasonable distance from either end of the location of active construction or hazardous condition arising therefrom. All barricades, machinery and other hazards or obstructions to the public use of the highway shall be brightly and properly lighted at night.

ASSIGNMENTS

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of the work provided for therein, or of his/her right, title, interest therein, to any person, firm, partnership or corporation without the written consent of the Town. If any part of the work is sublet, sold, transferred, assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith. The Contractor may not subcontract a total of work in excess of 50% of the original total contract value.

EXTRA WORK

The Town shall notify the Contractor, in writing, of the necessity of such extra work, stipulating its character and extent. Upon receipt of such notification, the Contractor shall advise the Town, in writing, of the compensation, whether unit price or lump sum as requested, for which he/she proposes to perform the extra work required. The Town may accept the compensation proposed by the Contractor, or if the Town considers the prices submitted to be excessive, the Town may order the work done on a "Cost Plus" basis. In either case, the character and extent of the extra work together with the accepted basis of compensation shall be communicated to the Contractor by means of a change order which, when signed by the Contractor and the Town, shall become part of the contract.

Unforeseen work made necessary by changes in plan or work necessary to complete the improvements for which no price is provided in the contract, shall be done in accordance with the requirements of the specifications and as directed by the Town.

RIGHT OF TOWN TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned, or if at any time the Town is of the opinion that the Contractor is willfully violating any of the conditions of this contract or is not executing said contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the Town may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the Town, insure the satisfactory completion of the work aforesaid, the Town shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this contract. A copy of this contract shall go to the surety.

Thereupon the Contractor shall cease to continue said work, on such part thereof as the Town shall designate. The Town shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and appliances for the completion of the same and charge the expenses of said labor, materials, tools, and appliances to the Contractor; and the expense so charged shall be deducted and paid by the Town out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

DEFINITIONS

Whenever the words defined occur in this Contract and in the specifications hereto attached, they shall have the meanings here given:

1. Town: The Town shall mean the Town of Fairfield (Town) or any duly authorized official thereof acting in an official capacity.
2. Contractor: Whenever the word "Contractor" is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.
3. Sub-Contractor: Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Town.

DRAWING CONFLICT

In the event of conflict between the drawings (where provided) and specifications, the more stringent shall apply and be included in the contract.

TERMS AND CONDITIONS OF BID

In order to receive consideration, make bids in strict accordance with the following:

1. Make bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.
2. Bid proposals are to be submitted in a sealed envelope and clearly marked with the bid number "2023-55" on the outside of the envelope. All prices and notations must be printed in ink or typewritten. No erasures permitted. Bid proposals are to be in the office of the Purchasing Agent, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened. It is the sole responsibility of the bidder to see that the bid is received on time.
3. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

PROTESTS

No protest regarding the validity or appropriateness of the specifications or of the invitation for bids will be considered, unless the protest is filed in writing with the Director of Purchasing, prior to the closing date for the bids.

EXCEPTION TO SPECIFICATIONS

All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the drawings (where provided) carefully, shall read the specifications and all other proposed contract documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.

Bidders must examine for themselves the plans, profiles, detail drawings, specifications, etc., and the location of the proposed work, and must exercise their judgment as to the nature and difficulty of the whole proposed undertaking. The Contractor must assume all risk or variance in any computation or statement by the contract, by whomsoever made and must agree to furnish all tools, machinery, material and labor to clean up, all debris and to complete fully the said work in accordance with the plans and contained either in the specifications or in any of the drawings but omitted from the other will be considered an essential part of

the work. The Contractor whose bid is accepted will be responsible for every loss or error arising from ignorance concerning the requirements of the work of the difficulties to be encountered.

Bidders, if requested, must be able to present satisfactory evidence that they have been regularly engaged in the business of constructing such work as they propose to execute and that they are fully prepared with the necessary capital, materials, and machinery to conduct the work to be contracted for the satisfaction of the Town and to begin work promptly when ordered.

The Town, or its designated representative, reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or construction proposals, which in his/her opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse.

INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

Any person contemplating submitting a bid for the construction of the work is in doubt as to the true meaning of any part of the proposed contract documents, or finds discrepancies in or omissions from any part of the proposed contract documents, he/she may submit to the person responsible a written request for interpretation thereof no later than the time and date as indicated. The person submitting the request shall be responsible for its prompt delivery.

Interpretation of correction of proposed Contract Documents will be made only by Addendum posted to the Town of Fairfield, Purchasing Department website: www.fairfieldct.org/purchasing

The Town will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

PRE-CONSTRUCTION MEETING

Prior to the commencement of any work, the contractor shall attend the pre-construction meeting at a date and time set that is convenient to all parties.

CHANGE ORDERS

The maximum amount of overhead and profit that will be permitted on any change order is a total amount of 10%.

CHECKLIST

The following must be submitted with proposal:

- ☒ Cover page, completed and signed by authorized representative.
- ☒ Addenda acknowledged per the Bid Form in Project Manual.
- ☒ List of references where projects performed of comparable size and scope within the past three years.
- ☒ Complete itemized list of schedule of values.
- ☒ List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- ☒ Exceptions itemized and attached to Bid Form.
- ☒ All lump sum amounts are inclusive of prevailing wage rates.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Ryan Conroy - Director of Sales
Name and Title of Authorized Representative (Printed)

R Con
Signature

11-10-22
Date

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside "**BID #2023-55**" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Lee A. Flaherty, Junior Buyer: LFlaherty@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor were required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Town at least thirty (30) days prior to the expiration of the policy.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years. Insurance will be primary and non-contributory with a 30-day notice of cancelation in favor of the Town of Fairfield. Insurance carriers will be no less than A- rated and admitted carrier or subject to review by Town of Fairfield.

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Bodily Injury and Property Damage \$1,000,000 each occurrence / \$2,000,000 aggregate
- Products/Completed Operations \$1,000,000 each occurrence / \$2,000,000 aggregate

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella/Excess Policy: An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Pollution Liability Insurance: Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Additional Insureds: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON- WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

REFERENCES

Provide reference details of most recent similar scope projects performed:

REFERENCE #1:

Name of Company Please See Attached
Contact Person "Company Information"
Company Address Package for
Date work completed Reference list.

Phone _____
Cell _____
Fax _____
Email _____

REFERENCE #2:

Name of Company _____
Contact Person _____
Company Address _____
Date work completed _____

Phone _____
Cell _____
Fax _____
Email _____

REFERENCE #3:

Name of Company _____
Contact Person _____
Company Address _____
Date work completed _____

Phone _____
Cell _____
Fax _____
Email _____

REFERENCE #4:

Name of Company _____
Contact Person _____
Company Address _____
Date work completed _____

Phone _____
Cell _____
Fax _____
Email _____

REFERENCE #5:

Name of Company _____
Contact Person _____
Company Address _____
Date work completed _____

Phone _____
Cell _____
Fax _____
Email _____

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates;

SUBCONTRACTOR #1:Name of Company Constantine PavingFed ID # 47-470993Contact Person Bill ConstantineTitle FOREMANCompany Address 100 Kreiger Ln. Unit D
Glastonbury, CT 06033Phone 860-633-7004Trade Asphalt PavingEmail bill3@constantinepaving.comRates: Supervisor \$ 100 /hr Foreman \$ 80 /hr Journeyman \$ N/A /hr Apprentice \$ N/A /hr**SUBCONTRACTOR #2:**Name of Company N/A

Fed ID # _____

Contact Person N/A

Title _____

Company Address _____

Phone _____

Trade _____

Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #3:Name of Company N/A

Fed ID # _____

Contact Person N/A

Title _____

Company Address _____

Phone _____

Trade _____

Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #4:Name of Company N/A

Fed ID # _____

Contact Person N/A

Title _____

Company Address _____

Phone _____

Trade _____

Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

NOTE: All sub-contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

DOCUMENT 004113- BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Classic Turf Company
- B. Project Name: Tennis Court and Pickle Ball Court Improvements, Timothy Dwight Elementary School, Fairfield Woods Middle School, and Tunxis Hill Park.
- C. Project Location(s):
1. Timothy Dwight Elementary School Tennis Court Rebuild, 1680 Redding Road, Fairfield, CT.
 2. Fairfield Woods Middle School Tennis Court Rebuild, 1147 Fairfield Woods Road, Fairfield, CT.
 3. Tunxis Hill Park Pickleball Court Rebuild, 225 Melville Avenue, Fairfield, CT.
- D. Owner: Town of Fairfield.
- E. Owner Project Numbers:
- F. Engineer: LANDTECH
- G. Engineer Project Number: 22312-01 / 22313-01 / 22314-01

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by LANDTECH and Engineer's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. **Timothy Dwight Elementary School - Tennis Courts**
Five hundred fifty three thousand, one hundred fifty Dollars
{ \$ 553,950.⁰⁰ }
2. **Fairfield Woods Middle School - Tennis Courts**
Five hundred twenty one thousand six hundred fifty Dollars
{ \$ 521,650.⁰⁰ }
3. **Tunxis Hill Park - Pickleball Courts**
Two hundred twenty four thousand three hundred Dollars
{ \$ 224,300.⁰⁰ }

1.3 BID ALTERNATES

1. Timothy Dwight Elementary School - Tennis Courts

ALTERNATE #1: Provide Windscreen for fence lines. Windscreen shall be Permascreen 70 -vinyl coasts polyester reinforced or approved equal (805 Linear Feet)

Twelve thousand Dollars
{ \$ 12,000.⁰⁰ }.

ALTERNATE #2: Paint surface of exposed retaining walls green using approved exterior latex concrete paint

Sixteen thousand + two hundred Dollars
{ \$ 16,200.⁰⁰ }.

2. Fairfield Woods Middle School - Tennis Courts

ALTERNATE #1: Provide Windscreen for fence lines. Windscreen shall be Permascreen 70 -vinyl coasts polyester reinforced or approved equal (825 Linear Feet)

Twelve thousand + one hundred Dollars
{ \$ 12,100.⁰⁰ }.

3. Tunxis Hill Park - Pickleball Courts

ALTERNATE #1: Provide Windscreen for fence lines. Windscreen shall be Permascreen 70 -vinyl coasts polyester reinforced or approved equal (360 Linear Feet)

Six thousand + seven hundred fifty Dollars
{ \$ 6,750.⁰⁰ }.

1.4 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 7 days after a written Notice of Award, if offered within 90 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amounts above:

1. **Dwight Elementary School - Tennis Courts**

Twenty seven thousand, six hundred ninety seven dollars
And fifty cents.
Dollars
{ \$ 27,697.⁵⁰ }.

2. **Fairfield Woods Middle School - Tennis Courts**

Twenty six thousand eighty two dollars and fifty cents.
Dollars
{ \$ 26,082.⁵⁰ }.

3. **Tunxis Hill Park - Pickleball Court**

Eleven thousand two hundred fifteen dollars + zero cents.
Dollars
{ \$ 11,215.⁰⁰ }.

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.5 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Classic Turf Company - Self Perform
Tennis Court Installer:
2. Classic Turf Company - Self Perform
Pickleball Court Installer:

1.6 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Engineer, and shall fully complete the Work within the following time frames:
1. **Dwight Elementary School Tennis Courts - 120 days after Notice to Proceed.**
 2. **Fairfield Woods MS Tennis Courts - 120 days after Notice to Proceed.**
 3. **Tunxis Hill Park Pickleball Courts - 120 days after Notice to Proceed.**
- ACKNOWLEDGEMENT OF ADDENDA

- B. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 11-7-22
2. Addendum No. 2, dated _____
3. Addendum No. 3, dated _____
4. Addendum No. 4, dated _____
5. _____

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Fairfield, Connecticut, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.
- B. The Bidder shall employ or engage only Certified Builders for work related to the tennis courts, track resurfacing, and artificial turf replacement. An employee of the Bidder or Bidder's Subcontractor(s) shall be certified by the American Sports Builders Association (ASBA) who will be present at the site regularly throughout the project to supervise and inspect all phases of the tennis, track, field construction projects. The identity of the certified builder(s) and documentation of their credentials must be provided with the bid documents. ASBA credentials must specifically list area of certification (tennis and pickleball).

See Attached "Company Information"

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 10th day of November, 2022.
- B. Submitted By: Classic Turf Company (Name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Ryan Conroy (Type or print name).
- E. Title: Director of Sales (Owner/Partner/President/Vice President).
- F. Witness By: [Handwritten Signature] (Handwritten signature).
- G. Attest: Kate A. Eren (Handwritten signature).
- H. By: Kate A. Eren (Type or print name).
- I. Title: Director of Finance (Corporate Secretary or Assistant Secretary).
- J. Street Address: PO Box 55, 437 Sherman Hill Rd.
- K. City, State, Zip: Woodbury, CT 06798
- L. Phone: 800-246-7951
- M. License No.: HIC, 0561010
- N. Federal ID No.: 06-1449729 (Affix Corporate Seal Here).

Estimated Schedule of Values

1680 Redding Road	Mob	\$	45,000.00
	Demo	\$	10,000.00
	PT	\$	305,000.00
	PC	\$	80,000.00
	Fence Repair	\$	80,000.00
	Paving	\$	30,000.00
	Access	\$	3,950.00
		\$	553,950.00

1147 Fairfield Woods Road	Mob	\$	40,000.00
	Demo	\$	10,000.00
	PT	\$	305,000.00
	PC	\$	80,000.00
	Fence Repair	\$	60,000.00
	Paving	\$	22,700.00
	Access	\$	3,950.00
		\$	521,650.00

225 Melville Avenue	Mob	\$	20,000.00
	Demo	\$	7,500.00
	PT	\$	95,000.00
	PC	\$	35,000.00
	Fence Repair	\$	33,850.00
	Paving	\$	29,000.00
	Access	\$	3,950.00
		\$	224,300.00



COMPANY INFORMATION



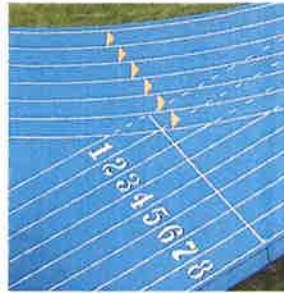
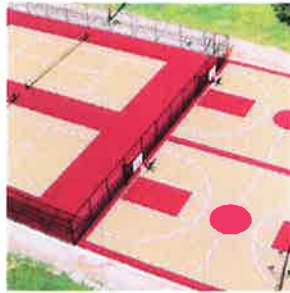
SECTION 1

ABOUT US

ABOUT US



CLASSIC TURF
COURTS | TRACKS | FIELDS



At Classic Turf, our passion is building the world's most durable and longest-lasting tennis and basketball courts, running tracks, and athletic fields. We pioneered the adoption of post tension concrete technology for sports facilities in the Northeast, and we haven't looked back since.

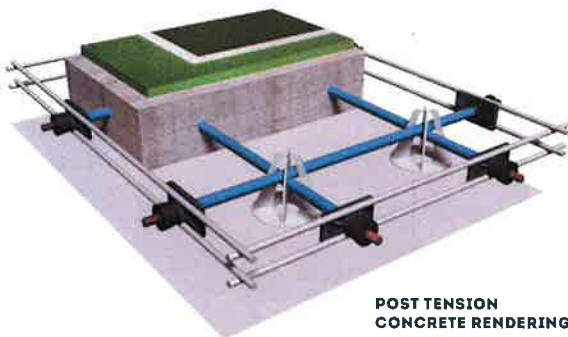
THERE'S MORE BENEATH THE SURFACE...

OUR EXPERTISE

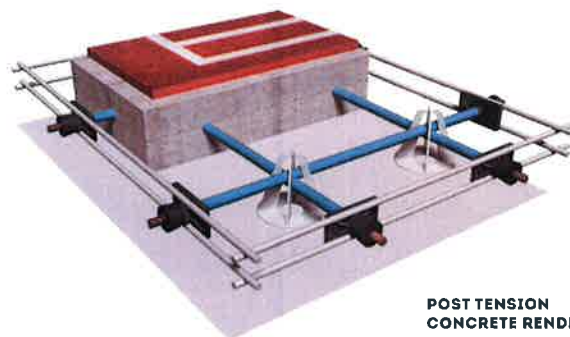
- We are recognized leaders in a highly-specialized industry that we have operated in for over 40 years
- Our staff are certified by the American Sports Builders Association and Post Tensioning Institute

OUR TECHNOLOGY

- Our patented sports surfaces and post tension technology have set the industry standard
- We are one of the first companies to offer a 20-year structural guarantee



**POST TENSION
CONCRETE RENDERING:**
Tennis, Basketball, and Pickleball Courts



**POST TENSION
CONCRETE RENDERING:**
Tracks

OUR PROCESS

- We oversee all aspects of the engineering and construction process
- We do everything in-house, which results in meticulous quality control

OUR PROMISE

We know we're building more than courts and tracks. We're building experiences. From special "firsts" to championship games, our constant aim is to build lasting, safe, and stunning courts and tracks that bring people together, nurture talent, and create memories.

THE BEST QUALITY. PERIOD.

We focus primarily on post tension concrete because, quite simply, it's the best. It's highly durable and requires minimal maintenance – making it the most cost-effective long term option. And when combined with our patented, comfortable, all-weather sports surface, our clients and players enjoy the ultimate sports surface.

YOUR PERFECT SPORTS SURFACE

We may be uncompromising on our quality standards, but we live to make custom court and track dreams a reality. We recognize that the true treasure of an athletic facility is the sense of place it creates, so we'll always go the extra lap to bring your unique vision to life.

WE SWEAT THE DETAILS

Our integrated process means you don't have to worry about coordinating multiple contractors. Once we know exactly what you want, we make it happen. It's that simple. We select the ideal materials and construction method for an on-time, on-budget delivery.



CLASSIC TURF
COURTS | TRACKS | FIELDS

CLASSIC TURF COMPANY, LLC

437 Sherman Hill Road Woodbury, CT 06798

1-800-246-7951 | classicturf.org



AWARDS



CLASSIC TURF
▶ COURTS | TRACKS | FIELDS ▶



Distinguished Outdoor Tennis Facility Award

Ace Insurance Company
Hamilton, Bermuda

Distinguished Outdoor Tennis Facility Award

Northeastern University
Boston, MA

Distinguished Outdoor Tennis Facility Award

Rockefeller University
New York, NY



PTI Award of Excellence

Sky View Parc
Flushing, NY
2015

PTI Award of Merit

Lewis Mills High School
Burlington, CT
2019

PTI Award of Excellence

Orville Platt High School
Meriden, CT
2021



Excellence in Design Award

Tatlock Park Tennis Courts
Summit, NJ
2017



Family Business Awards

Rising Star Awards
John Eren, Vice President
2021

CERTIFICATIONS



CLASSIC TURF
COURTS | TRACKS | FIELDS



Certified Tennis Court Builder

John Eren



Certified Track Builder

John Eren



Level 1 Certification Holders

Turner Eren
John Eren
Doug Gesner
Brandon Lajoie

Level 2 Certification Holders

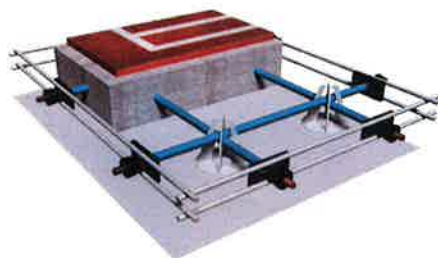
John Eren

PATENTS



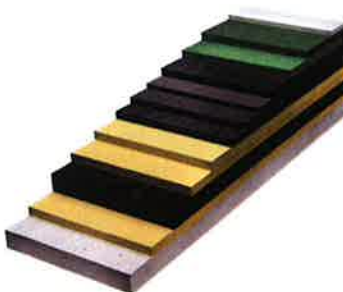
Post Tension Cable Design

United States Patent #99577673



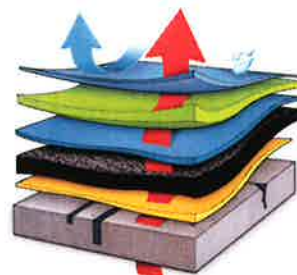
Classic Turf Cushioned Surface

United States Patent #5411352



Diamond Concrete Waterproofing System

United States Patent #8186117





SECTION 2

OUR TEAM

OUR TEAM



CLASSIC TURF
COURTS | TRACKS | FIELDS



TUMER EREN

PRESIDENT

Tumer Eren, President and founder of Classic Turf Company has been designing and constructing tennis courts and basketball courts for over 40 years. He has received two patents in that time, both of which are for sport surfaces used for tennis and basketball courts. Tumer has also received his Level 1 certification from the Post Tensioning Institute. Tumer has dedicated his professional career to bringing new technology to the industry that will provide high quality, long lasting and affordable products to professional and recreational athletes.



JOHN EREN

VICE PRESIDENT

John Eren holds a Civil Engineering degree from Northeastern University as well as a MBA from Southern Connecticut State University. Prior to joining to Classic Turf Company, John worked as an engineer and project manager for J.L Marshall & Sons in Boston, specializing in concrete design and construction. He has extensive experience in the design and installation of post-tension concrete, obtaining both a Level 1 and Level 2 certification from the Post Tensioning Institute and is a Certified Tennis Court Builder by the American Sports Builders Association. John was issued a post-tension running track patent (#9957673) by the United States Patent Office. His engineering background and on-site construction experience creates an extensive level of knowledge on design build projects.

OUR TEAM



KATE EREN **DIRECTOR OF FINANCE**

Kate Eren joined Classic Turf in 2020 after 13 years in the financial industry, as a Treasury Management Officer at TD Bank, United Bank and most recently PNC Bank. Prior to her career in banking, Kate attended Merrimack College, graduating with a degree in International Business Management and was a member of the varsity tennis team. She then pursued her Master's Degree at Southern Connecticut State University and graduated with an MBA in 2011. Kate brings a wealth of knowledge to Classic Turf both as a Project Manager as well as a financial expert. In her spare time, Kate enjoys spending time with her family on the ocean and in the mountains.



RYAN CONROY **DIRECTOR OF SALES**

Ryan Conroy is the Director of Sales for Classic Turf Company. Prior to joining the company, Ryan was the quality control manager for a large construction company in Connecticut, and before that worked with technology start-up companies in New York City. Combining his experience from both technology and construction, Ryan adds a valuable skill set to the Classic Turf Company team. He received a Bachelor of Arts from St. Lawrence University in Canton, New York. In his free time, he enjoys being outside spending time with family and friends.

OUR TEAM



KURT HAEFNER

PROJECT MANAGER & ESTIMATOR

Kurt Haefner's 10 year career in construction has provided him with experience working for a variety of firms ranging from general contracting to specialty trades. He has experience on projects throughout New York City and the surrounding region, ranging from high-rise construction to infrastructure projects and luxury apartments. He joined Classic Turf in 2022 to apply his skills in project management, budgeting and scheduling, estimating and on-site construction supervision. Kurt earned his Bachelor of Science degree in Business Administration with a minor in international business from SUNY Oswego. In his free time, he enjoys snowboarding, mountain biking, and spending time with family and friends.



DAN LAPRISE

GENERAL FOREMAN

Dan Laprise has been with Classic Turf for five years. As a foreman on our team, he specializes in project supervision, heavy machine operation, and court coatings. He has been actively involved in all aspects of sports construction for the last 30 years. Dan graduated from Bristol Central High School in 1984 then Porter and Chester Institute in 1989 with a degree in Drafting and Civil Engineering. He maintains a OSHA-10 safety certification as well as a CDL driver's license. He enjoys golfing and spending time with family and friends in his free time.



SECTION 3

REFERENCES

REFERENCES



CLASSIC TURF
COURTS | TRACKS | FIELDS

The following is a selection of clients who have hired Classic Turf Company, LLC for their Post Tension Concrete and Synthetic Surfacing projects.

OWNER	LOCATION	DESCRIPTION	CONTACT
Northeastern University	Boston, MA	Five (5) Post Tensioned Concrete Tennis Courts	David A. Frazier, Sr. Director, Athletic Facilities & Central Event Services Northeastern University 360 Huntington Ave. Boston, MA 02115 617-596-0199
University of New Haven	East Haven, CT	Six (6) Post Tensioned Concrete Courts	Richard Rutherford, Director of Facilities University of New Haven 300 Boston Post Road West Haven, CT 06516 203-410-4972
Williams College	Williamstown, MA	Six (6) Post Tension Concrete Tennis Courts	Jason Moran, Senior Project Manager Williams College 54 South Street Williamstown, MA 01267 413-652-3093
Providence College	Providence, RI	Six (6) Rooftop Cushion Tennis Courts	Thomas Schenck, Health & Safety Coord. Providence College Harkins Hall LL18 1 Cunningham Square Providence, RI 02918 401-865-2625
CT Regional School District No. 14, Woobury, CT	Nonnewaug High School	Six (6) Post Tension Concrete Courts	Mike Molzen Director of Facilities 67 Washington Avenue Woodbury, CT 06798 203-346-8659
Old Lyme Public Schools - Regional School District No. 18	Old Lyme High School	Six (6) Post Tension Concrete Tennis Courts	Ronald Turner, Director of Facilities 69 Lyme Street Old Lyme, CT 06371 860-434-8182

REFERENCES



CLASSIC TURF
 ▣ COURTS | TRACKS | FIELDS ▣

Shepaug Valley Regional High School	Washington Depot, CT	Four (4) Post Tension Concrete Tennis Courts	Donald J. O'Leary, Director of Facilities 11A School Street Washington Depot, CT 06794 860-868-6174
Town of Simsbury, CT	Simsbury High School	Six (6) Post Tension Concrete Tennis Courts	Kevin Fuselier, PLA, Associate SLR Consulting (Formerly Milone & MacBroom) 99 Realty Drive Cheshire, CT 06410 203-271-1773 x258
Town of Agawam, MA	Agawam High School	Six (6) Post Tension Concrete Tennis Courts	John Darigan, Project Manager JTD Construction, LLC 66 Main Street, Suite #6 Putnam, CT 06260 860-207-7347
Town of Woodbridge, CT	Amity Regional High School	Eight (8) Post Tensioned Concrete Tennis Courts	Stephen Martoni, Director of Facilities Amity District Office 25 Newton Road Woodbridge, CT 06525 203-397-4817
Town of Newtown, CT	Treadwell Park & Dickenson Park	Ten (10) Post Tension Concrete Tennis & Pickleball Courts	Carl Samuelson Town of Newtown Park and Recreation 3 Main Street Newtown, CT 06470 203-270-4340
Town of Fairfield, CT	Fairfield Ludlowe High School & Fairfield Warde High School	Ten (10) Post Tension Concrete Tennis Courts	Anthony Calabrese, Director of Parks and Recreation 75 Mill Plain Road Fairfield, CT 06824 203-256-3191
City of Holyoke, MA	Jones Point Park, Crosier Field, Holyoke High School	Fifteen (15) Post Tension Concrete Tennis Courts	Jesse Harris, Landscape Architect BSC Group 300 Winding Brook Drive Glastonbury, CT 06033 (860) 652-8227

REFERENCES



CLASSIC TURF
= COURTS | TRACKS | FIELDS =

City of Norwalk, CT	Springwood Ely Park & Norwalk High School	Fourteen (14) Post Tension Concrete Tennis Courts	Ken Hughs, Superintendent of Recreation and Parks 125 East Avenue, Room 225 Norwalk, CT 06851 203-505-5681
Town of Windsor, CT	Windsor High School	Six (6) Post Tension Concrete Tennis Courts	Adam Kessler, P.E. Town of Windsor 275 Broad Street Windsor, CT 06095 860-285-1868
Washington Montessori School	Washington, CT	Four (4) Post Tensioned Concrete Tennis Courts	Rob Hall O&G Industries, Inc., 112 Wall Street Torrington, CT 06790 860-626-6423
Hanover Park High School & Whippany Park High School	East Hanover, NJ	Ten (10) Post Tension Concrete Tennis Courts	Joseph D. Perello, Project Engineer Suburban Consulting Engineers, Inc 2430 Highway 34, Building A, Suite 1R Wall, NJ 08736 201-841-2715
City of Bristol, CT	Bristol Central High School & Bristol Eastern High School	Eleven (11) Post Tension Concrete Tennis Courts	Timothy J. Callahan, AIA, LEED, Architect, Project Manager City of Bristol Bristol Public Schools 129 Church Street Bristol, CT 06011 860-584-7086
City of Stamford, CT	West Hill High School & Scofield Park	Eight (8) Post Tension Concrete Tennis Courts	Jeff Brown City of Stamford Engineering Department 888 Washington Blvd Stamford, CT 10152 203-627-6352
Town of Berlin, CT	Berlin High School	Eight (8) Post Tension Concrete Courts	Jack Healy, P.E., Director of Public Works 240 Kensington Road Berlin, CT 06037 860-828-7180

BID BOND

CONTRACTOR:

(Name, legal status and address)

Classic Turf Company, LLC

437 Sherman Hill Road

Woodbury, CT 06798

OWNER:

(Name, legal status and address)

Town of Fairfield

Sullivan Independence Hall, 725 Old Post Road

Fairfield, CT 06824

BOND AMOUNT: Five Percent of Bid Amount (5% of bid)

PROJECT:

(Name, location or address, and Project number, if any)

Tennis and Pickleball Court Improvements, Timothy Dwight Elementary School, Fairfield Woods

Middle School and Tunxis Hill Park

SURETY:

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 10th day of November, 20 22


(Witness)


(Witness)

Classic Turf Company, LLC

(Principal)

(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Title)

Michael F. Metayer, Attorney-in-fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

MICHAEL F. METAYER, LISA M. KURTZ, and ANNE SHATTUCK

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of November, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #1
RFP #2023-55
Tennis & Pickleball Court Improvements

7th November, 2022 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. Please utilize the link below to access revised drawings for this RFP. The plans have been revised to reflect changes to the edge section of the post tension concrete court details on sheets C2.0A, C2.0B and C2.0C.

2023-55 REVISED PLANS - Tennis & Pickleball Court Improvements

End of Addendum #1

Company: Classic Turf Company Name: Ryan Conway Signature: [Signature] Date: 11/7/22



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2023-55

TENNIS AND PICKLEBALL COURT IMPROVEMENTS
TIMOTHY DWIGHT ELEMENTARY SCHOOL,
FAIRFIELD WOODS MIDDLE SCHOOL, AND TUNXIS HILL PARK

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted November 9, 2022

SEALED BIDS are subject to the standard
instructions set forth on the attached sheets.

Any modifications must be specifically
accepted by the Town of Fairfield,
Purchasing Authority.


First Selectwoman


Director of Purchasing

10/20/2022
Date

Bidder:

Hinding Tennis LLC

Doing Business As (Trade Name)

24 Spring Street

Address

West Haven, CT 06516

Town, State, Zip

Thomas Hinding-Owner

(Mr. / Ms.) Name and Title, Printed


Signature

203-285-3055 203-285-3033

Telephone

Fax

tom@hindingtennis.com

E-mail

Sealed proposals will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00 pm, Thursday, 10th November, 2022

To provide labor, materials, equipment and all else necessary for the replacement of tennis courts and pickleball courts as detailed in the plans and project manual prepared by Land-Tech Consultants Inc.

NOTES:

1. Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No proposals shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "RFP #2023-55" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the proposer to see that their submission is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

EXCEPTION TO SPECIFICATIONS

All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the drawings (where provided) carefully, shall read the specifications and all other proposed contract documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.

Bidders must examine for themselves the plans, profiles, detail drawings, specifications, etc., and the location of the proposed work, and must exercise their judgment as to the nature and difficulty of the whole proposed undertaking. The Contractor must assume all risk or variance in any computation or statement by the contract, by whomsoever made and must agree to furnish all tools, machinery, material and labor to clean up, all debris and to complete fully the said work in accordance with the plans and contained either in the specifications or in any of the drawings but omitted from the other will be considered an essential part of

the work. The Contractor whose bid is accepted will be responsible for every loss or error arising from ignorance concerning the requirements of the work or the difficulties to be encountered.

Bidders, if requested, must be able to present satisfactory evidence that they have been regularly engaged in the business of constructing such work as they propose to execute and that they are fully prepared with the necessary capital, materials, and machinery to conduct the work to be contracted for the satisfaction of the Town and to begin work promptly when ordered.

The Town, or its designated representative, reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or construction proposals, which in his/her opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse.

INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

Any person contemplating submitting a bid for the construction of the work is in doubt as to the true meaning of any part of the proposed contract documents, or finds discrepancies in or omissions from any part of the proposed contract documents, he/she may submit to the person responsible a written request for interpretation thereof no later than the time and date as indicated. The person submitting the request shall be responsible for its prompt delivery.

Interpretation of correction of proposed Contract Documents will be made only by Addendum posted to the Town of Fairfield, Purchasing Department website: www.fairfieldct.org/purchasing

The Town will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

PRE-CONSTRUCTION MEETING

Prior to the commencement of any work, the contractor shall attend the pre-construction meeting at a date and time set that is convenient to all parties.

CHANGE ORDERS

The maximum amount of overhead and profit that will be permitted on any change order is a total amount of 10%.

CHECKLIST

The following must be submitted with proposal:

- ☒ Cover page, completed and signed by authorized representative.
- ☒ Addenda acknowledged per the Bid Form in Project Manual.
- ☒ List of references where projects performed of comparable size and scope within the past three years.
- ☒ Complete itemized list of schedule of values.
- ☒ List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- ☒ Exceptions itemized and attached to Bid Form.
- ☒ All lump sum amounts are inclusive of prevailing wage rates.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Thomas Hinding - owner
Name and Title of Authorized Representative (Printed)


Signature

10/9/22
Date

DOCUMENT 004113- BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Hinding Tennis, LLC
- B. Project Name: **Tennis Court and Pickle Ball Court Improvements, Timothy Dwight Elementary School, Fairfield Woods Middle School, and Tunxis Hill Park.**
- C. Project Location(s):
1. Timothy Dwight Elementary School Tennis Court Rebuild, 1680 Redding Road, Fairfield, CT.
 2. Fairfield Woods Middle School Tennis Court Rebuild, 1147 Fairfield Woods Road, Fairfield, CT.
 3. Tunxis Hill Park Pickleball Court Rebuild, 225 Melville Avenue, Fairfield, CT.
- D. Owner: Town of Fairfield.
- E. Owner Project Numbers:
- F. Engineer: LANDTECH
- G. Engineer Project Number: 22312-01 / 22313-01 / 22314-01

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by LANDTECH and Engineer's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. **Timothy Dwight Elementary School - Tennis Courts**
six hundred twenty two thousand three hundred forty four dollars and zero cents Dollars
{ \$ 622,344.00 }.
2. **Fairfield Woods Middle School - Tennis Courts**
six hundred eighteen thousand five hundred fifty five dollars and zero cents Dollars
{ \$ 618,555.00 }.
3. **Tunxis Hill Park - Pickleball Courts**
one hundred eighty seven thousand seven hundred sixty five dollars and zero cents Dollars
{ \$ 187,765.00 }.

1.3 BID ALTERNATES

1. Timothy Dwight Elementary School - Tennis Courts

ALTERNATE #1: Provide Windscreen for fence lines. Windscreen shall be Permascreen 70 -vinyl coasts polyester reinforced or approved equal (805 Linear Feet) eight thousand seven hundred fifty five dollars and zero cents Dollars
{ \$ 8,775.00 }.

ALTERNATE #2: Paint surface of exposed retaining walls green using approved exterior latex concrete paint five thousand five hundred fifty five dollars and zero cents Dollars
{ \$ 5,555.00 }.

2. Fairfield Woods Middle School - Tennis Courts

ALTERNATE #1: Provide Windscreen for fence lines. Windscreen shall be Permascreen 70 -vinyl coasts polyester reinforced or approved equal (825 Linear Feet) eight thousand nine hundred fifty five dollars and zero cents Dollars
{ \$ 8,955.00 }.

3. Tunxis Hill Park - Pickleball Courts

ALTERNATE #1: Provide Windscreen for fence lines. Windscreen shall be Permascreen 70 -vinyl coasts polyester reinforced or approved equal (360 Linear Feet) four thousand one hundred ten dollars and zero cents Dollars
{ \$ 4,110.00 }.

1.4 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 7 days after a written Notice of Award, if offered within 90 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amounts above:

1. **Dwight Elementary School - Tennis Courts**

thirty one thousand one hundred seventeen doallrs and twenty cents
Dollars
{ \$ 31,117.20 }.

2. **Fairfield Woods Middle School - Tennis Courts**

thirty thousand nine hundred twenty seven dollars and seventy five cents
Dollars
{ \$ 30,927.75 }.

3. **Tunxis Hill Park - Pickleball Court**

nine thousand three hundred eighty eight dollars and twenty five cents
Dollars
{ \$ 9,388.25 }.

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.5 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. N/A self performing
Tennis Court Installer:
2. N/A self performing
Pickleball Court Installer:

1.6 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Engineer, and shall fully complete the Work within the following time frames:
1. **Dwight Elementary School Tennis Courts - 120 days after Notice to Proceed.**
 2. **Fairfield Woods MS Tennis Courts - 120 days after Notice to Proceed.**
 3. **Tunxis Hill Park Pickleball Courts - 120 days after Notice to Proceed.**
- ACKNOWLEDGEMENT OF ADDENDA**



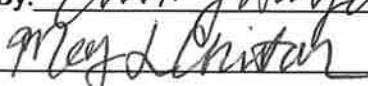
- B. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated November 7, 2022
2. Addendum No. 2, dated _____
3. Addendum No. 3, dated _____
4. Addendum No. 4, dated _____
5. _____

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Fairfield, Connecticut, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.
- B. The Bidder shall employ or engage only Certified Builders for work related to the tennis courts, track resurfacing, and artificial turf replacement. An employee of the Bidder or Bidder's Subcontractor(s) shall be certified by the American Sports Builders Association (ASBA) who will be present at the site regularly throughout the project to supervise and inspect all phases of the tennis, track, field construction projects. The identity of the certified builder(s) and documentation of their credentials must be provided with the bid documents. ASBA credentials must specifically list area of certification (tennis and pickleball).

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 9th day of November, 2022.
- B. Submitted By: Hinding Tennis, LLC (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Thomas Hinding (Type or print name).
- E. Title: Owner (Owner/Partner/President/Vice President).
- F. Witness By:  (Handwritten signature).
- G. Attest:  (Handwritten signature).
- H. By: Meghan L. Clinton (Type or print name).
- I. Title: COO (Corporate Secretary or Assistant Secretary).
- J. Street Address: 24 Spring Street.
- K. City, State, Zip: West Haven, CT 06516.
- L. Phone: 203-285-3055.
- M. License No.: CT HIC.0574832.
- N. Federal ID No.: 06-1610476 (Affix Corporate Seal Here).

REFERENCES

Provide reference details of most recent similar scope projects performed:

REFERENCE #1:

Name of Company City of Bridgeport Phone 203-576-7797
Contact Person Steve Hladun Cell N/A
Company Address 999 Broad Street 2nd Floor Bridgeport, CT 06604 Fax N/A
Date work completed Fall 2021 Email steve.hladun@bridgeportct.gov

REFERENCE #2:

Name of Company Town of Trumbull Phone 203-650-6804
Contact Person Dmitri Paris Cell N/A
Company Address 366 Church Hill Road Trumbull, CT 06611 Fax N/A
Date work completed Summer 2022 Email dparis@trumbull-ct.gov

REFERENCE #3:

Name of Company City of West Haven Phone 203-937-3651
Contact Person Ken Carney Cell N/A
Company Address 1 McDounough Plaza Fax N/A
Date work completed Fall 2022 Email kenc@baybrookremodelers.com

REFERENCE #4:

Name of Company Town of Wilton Phone 203-834-6234
Contact Person Steve Pierce Cell N/A
Company Address 180 School Road Wilton, CT 06897 Fax N/A
Date work completed Summer 2022 Email steve.pierce@wiltonct.org

REFERENCE #5:

Name of Company Town of Cromwell Phone 860-632-3420
Contact Person Bill Russo Cell N/A
Company Address 41 West Street Cromwell, CT 06416 Fax N/A
Date work completed Spring 2022 Email wrusso@cromwellct.com

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company MRF Fence Fed ID # 0641957
Contact Person Marc Rook Title Owner
Company Address 112 Long Hill Road Clinton, CT 06413 Phone 860-522-3144
Trade Fence Installer Email mrf4fence@gmail.com

Rates: Supervisor \$ 56.65 /hr Foreman \$ 56.65 /hr Journeyman \$ NA /hr Apprentice \$ NA /hr

SUBCONTRACTOR #2:

Name of Company Norconn Flatwork Fed ID # 87-2710750
Contact Person Ryan Ayers Title Owner
Company Address 35 Little Punkup Road Oxford, CT 06478 Phone 203-305-5551
Trade Concrete flat work Email ryan06478@gmail.com

Rates: Supervisor \$ 57.99 /hr Foreman \$ 57.99 /hr Journeyman \$ NA /hr Apprentice \$ NA /hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

NOTE: All sub-contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #1
RFP #2023-55
Tennis & Pickleball Court Improvements

7th November, 2022 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. Please utilize the link below to access revised drawings for this RFP. The plans have been revised to reflect changes to the edge section of the post tension concrete court details on sheets C2.0A, C2.0B and C2.0C.

[2023-55 REVISED PLANS - Tennis & Pickleball Court Improvements](#)

End of Addendum #1

Company: Hinding Tennis, LLC Name: Thomas Hinding Signature:  Date: 11/9/22



HINDTEN-01

KTYIMOK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hollis D. Segur Inc. 10 Research Pkwy, Ste. 400 Wallingford, CT 06492	CONTACT NAME: Kristin Tylmok	
	PHONE (A/C, No, Ext): (203) 699-4527	FAX (A/C, No):
INSURED Hindling Tennis LLC 24 Spring Street West Haven, CT 06516	E-MAIL ADDRESS: kjt@hdsegur.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Selective Insurance Company of South Carolina	NAIC # 19259
	INSURER B: Selective Insurance Company of America	12572
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			\$2153828	4/8/2022	4/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			\$2153828	4/8/2022	4/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			\$2153828	4/8/2022	4/8/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9058572	4/8/2022	4/8/2023	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



24 Spring St.
West Haven, CT 06516
(203) 285-3055

FIRM PROFILE

Bidder's Qualifications

Name of Bidder

Hinding Tennis, LLC
24 Spring Street
West Haven, CT 06516

Phone – (203)285-3055
Fax – (203)285+3033
Web – www.hindingtennis.com

Primary Contact:
Thomas Hinding, Owner
(203)410-6090
tom@hindingtennis.com

Tax Identification No.

06-1610476

Established

Hinding Tennis was formed in 1994

Annual Volume

\$4,200,000.00

General Character of Work Performed

Athletic Surface Construction, Maintenance and Repair. Athletic Facility Equipment Installation and Repair.

Licenses and Certifications

CT HIC LICENSE # 0574832
Member American Sports Builder Association
Member Post Tension Institute
Certified Tennis Court Builder on Staff

Business References

Segmark Solutions	Joe Watson	5 River Road – Wilton, CT	(203)563-92121
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California Products	Tom Wagner	150 Dascomb Road – Andover, MA	(800)225-1141
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Puterman Athletics	Chris Allen	3834 Oakley Avenue S. Chicago IL	(727)215-1297
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Banking Reference:

Key Bank , Kristen Kilbride	724 Boston Post Road, Madison, CT	(203)245-7355
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**Insurance & Bonding: SELECTIVE
INSURANCE****Certificate of Insurance Attached****AGENT:**

Michael Abacherli
Account Executive
H. D. Segur Insurance
156 Knotter Drive
Cheshire CT 06410
800 336 4496
203 699 4519 Direct Line
203 206 8282 Cell
203 271 2992 Fax

Key Personnel

Owner Thomas Hinding

After Graduating from Springfield College in 1991, I worked for the Copeland Family in Albany, NY. After 2 years of learning about latex coatings for asphalt and acrylic coatings for Tennis and Basketball courts, I decided to take my career path down to CT. and begin building Recreational Courts. I formed a great team early on and I am proud to say that I retain 95% of my work force year after year.

I have been involved in some of the most prestigious jobs not only in the Northeast, but around the World. My Customers include the Tennis Hall of Fame, Newport, RI, Chelsea Piers, The National Tennis Center, Havana, Cuba, The United Nations International School, NYC, Davis Cups, Madison Square Garden and Thousands of Residential courts.

I am always on top of new innovations in the industry, I have patented 3 different tennis products, one crack repair and 2 cushion courts, I consistently stay on top of new technologies and 5 years ago when I saw that the industry was changing to Post Tension here in the Northeast, I quickly got on board and began researching and learning about PT. Today, I have completed over 55 PT courts and now do everything in house from start to finish on construction jobs.

In 2011 I was awarded the 10 and under **Tennis Contractor of the Year** for my dedication and effort into growing and promoting the game of tennis.

Vincent Rapuano – Director of Sales and Project Operations, Hinding Tennis, LLC

Vin has been involved with Hinding Tennis as a sales manager for 4 years. He is my right hand man and has the ability to multi-task as good as anyone. Vin travels NY and CT throughout the day and he is always close by to offer assistance in any way he can. He won't be on-site from day to day, but he will be involved in the daily operations from a remote location and is available anytime any moment and can provide quality insight to every job.

Angel Santiago – Crew Foreman, Hinding Tennis, LLC

Angel holds a *Level 1 Field Certified (Unbonded Post-Tensioning)*. He has been building and resurfacing courts for 6 years. Angel has been in the construction business for 15 years and is well adverse in the design and building of tennis courts. He is a problem solver and knows all aspects of the industry from construction to repair to coating.

Level I Cert ID: 01390873

Jeff Dunn – On-Site Foreman, Hinding Tennis, LLC

Jeff has been "Playing with the Dirt" for 33 years. An on-site field specialist in the field of "On-Ground Slabs", Jeff has the knowledge and ability to perform any task and delivers on time with every job he is involved with. Jeff runs our 7 daily crews he will be on site 3-4 days a week and will be actively involved in the

construction and making sure deadlines are successfully achieved. He is an expert Operator and can run an excavator, shoot grades, layout and is fully acclimated to the new technology of Dual Mas Laser Grading.

Meg Clinton – Director of Finance and Administration, Hinding Tennis, LLC

Meg joined Hinding Tennis in 2015 and handles all aspects of our daily operations and scheduling. She has over 15 years of experience in finance and business operations and is a Human Resource Specialist. Throughout the course of the project Meg will handle all of the weekly reporting, scheduling, procurement and delivery. Meg will also administer all aspects of onsite personnel work-logs and payroll.

Eddie Cruz – Crew Foreman, Hinding Tennis, LLC

Eddie spent 19 days on site with Dave Lasota last year helping the NTC out and having only 19 days to get 4 courts ready for play. There were many of long days spent on the job site last year. Eddie brings his endurance and quality workmanship to the job site each and everyday. Eddie is a specialist in “squeeging” Acrylic Coatings, Many of you had the on site experience of seeing his quality workmanship last year. Eddie will spend the

Mark Biolzi – Crew Foreman, Hinding Tennis LLC

Mark has been with Hinding Tennis for since inception. With over 22 years experience in the industry Mark’s superior skill and attention to detail ensures that every single project he works on runs seamlessly and exceeds all expectations. Mark has played a lead roll in all of Hinding’s notable work. He is a true asset to our team.

Hinding staffs an additional 25 to 35 experienced laborers throughout our season. Hinding is confident to ensure timely completion.

HINDING TENNIS COURTS

If you can play on it, we can build it.

Hinding Tennis Courts, LLC • 24 Spring Street • West Haven, CT 06516 • p 203-285-3055

AFFIRMATIVE ACTION POLICY STATEMENT

It has always been the policy and will continue to be the strong commitment of **Hinding Tennis, LLC** and all contractors and subcontractors who do business with this Company to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. **Hinding Tennis, LLC** will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. **Hinding Tennis, LLC**, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

3/24/17


Signature of Authorized Signer

DATE
Sworn to and Subscribed before me
on 24th day of March 2017
Notary Public
Commission Expires 10/31/2019

www.HindingTennis.com





Hinding Tennis, LLC
24 Spring St.
West Haven, CT 06516
(203) 285-3055

Statement of Bidder's References

High School, Cheshire, CT

Contact Information

Bob Ceccolini
Director Brookfield Parks & Recreation
Director of Parks and Recreation
Cheshire, CT
(203) 272-2743

Scope of Work Performed

Installation of 6 New Post Tension Courts. With Qualipur 152 sand primer and Laykold Color System.
Cheshire, CT





Hinding Tennis, LLC
24 Spring St.
West Haven, CT 06516
(203) 285-3055

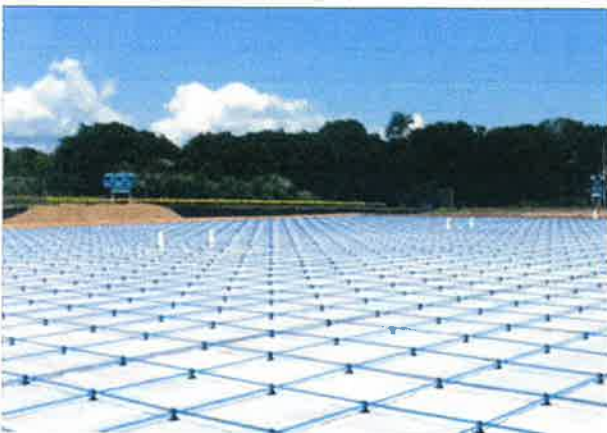
High School, New Canaan, CT

Contact Information

Steve Benko
(203) 594-3605

Scope of Work Performed

Installation of 7 New Post Tension Courts with California Products Ti-Coat and Coatings.
New Canaan, CT





Hinding Tennis, LLC
24 Spring St.
West Haven, CT 06516
(203) 285-3055

Camp Wah-nee, Torrington, CT

Contact Information

David Stricker
(516) 483-7272

Scope of Work Performed

Installation of 6 Post Tension Tennis Court and 1 Basketball Court with California Products Ti-Coat and Coatings.
Torrington, CT.





Hinding Tennis, LLC
24 Spring St.
West Haven, CT 06516
(203) 285-3055

Chelsea Piers, Stamford, CT

Contact Information

Gigi Fernandez
(203) 989-1000

Scope of Work Performed

Installation of Cushion Extreme Rubber Coating and California Coatings over reinforced concrete- Indoor Job.
Stamford, CT





Hinding Tennis, LLC
24 Spring St.
West Haven, CT 06516
(203) 285-3055

Kingswood Oxford School, West Hartford, CT

Contact Information

Larry Marciano
(860) 233-9631

Scope of Work Performed

Installation of Qualipur 172 product and Bond Coat with Laykolds Color System over reinforced concrete - Indoor Job.
West Hartford, CT





Hinding Tennis, LLC
24 Spring St.
West Haven, CT 06516
(203) 285-3055

Qualipur Process at Kingswood Oxford

Contact Information

Larry Marciano

Scope of Work Performed

Seven Crew Members Applying the Qualipur Process at Kingswood Oxford. Hinding Tennis is a certified installer of this product through APT. The inventor of the product was onsite during this project, giving Hinding Tennis an A+ in all aspects of application.





Hinding Tennis, LLC
24 Spring St.
West Haven, CT 06516
(203) 285-3055

Private Residence, Madison, CT

Contact Information

Andrew Duffy
(203) 980-7059

Scope of Work Performed

Installation of Post Tension Concrete Tennis Court (Coatings to be done in April 2017) .
Madison, CT.





Hinding Tennis, LLC
24 Spring St.
West Haven, CT 06516
(203) 285-3055

Red Bull, Hoboken, NJ and Valley Stream, NY

Contact Information

David Mongon
M7/MetroGrass
3134 Route 82
Verbank, NY 12585
(914) 497-4646

Scope of Work Performed

Installation of Qualipur 152 and Laykolds Color System over reinforced Concrete.





Hinding Tennis, LLC
24 Spring St.
West Haven, CT 06516
(203) 285-3055

Private Residence, Rye, NY

Contact Information

Herb Subin
212-285-3800

Scope of Work Performed

Installation of Post Tension Concrete Court and Deco Turf Rubber System with Ti-Coat.
Rye, NY





Hinding Tennis, LLC
24 Spring St.
West Haven, CT 06516
(203) 285-3055

Private Residence, Greenwich, CT

Contact Information

Michael Varshinsky
(203) 550-2525

Scope of Work Performed

Installation of reinforced Concrete with Qualipur 152 Primer, Cushion Extreme Deco System.
Greenwich, CT.





Hinding Tennis, LLC
24 Spring St.
West Haven, CT 06516
(203) 285-3055

National Tennis Center – Havana, Cuba

Contact Information

Jake Anga
Kids on the Ball
South Burlington, VT
(802) 503-7597

Scope of Work Performed

Rebuilding 10 Tennis Courts- Havana CUBA

Hinding Tennis became the 1st contractor to work in Cuba since the Eisenhower Administration. The project consisted of 10 Premier Courts from California Products. We had to stripe 5he coatings off and patch the existing sub-strate. After installation of the Premier Mats, we colored the courts with a two Tone Green Color system using Deco paint. The \$600,000 job was projected to take 21 days and we met all time lines and completion dates.



REFERENCES



United Nations International School
New York, NY



Westport, CT



Chelsea Piers, Stamford, CT



If you can play on it, we can build it.

Official 10 and Under Tennis
Court Installer

24 Spring Street
West Haven, CT 06516

203-285-3055
HindingTennis.com

COLLEGE

Mitchell College	New London, CT	Bernadette Macca	860-701-5058	(4) Tennis Courts Reconstruction Project
US Coast Guard	New London, CT	Garrett Starainic	860-701-6324	(3) Tennis Court New Construction
Univ of Rhode Island	Kingston, RI	Valerie A. Villucci	401-874-2867	(8) New DecoTurf Tennis Courts
Drew University	Madison, NJ	Patbi Smith	973-408-3510	Resurface & RteWay (8) Tennis Courts
University of Connecticut	Storrs, CT	Evan Feinglass	860-426-1258	Resurface (6) Tennis Courts
P.S. 234	Brooklyn, NY	Magda Lenski	212-233-6034	10,500 sq ft DecoAcrylotex

HOA

Timber Ridge	Mt. Kisco, NY	Bonnie Haber	516-625-9696	(1) Tennis Court Crack Repair & Coloring
Doral Farms	Stamford, CT	John Sullivan	203-967-8337	(2) Tennis Court Crack Repair & Coloring
Oakdale Woods	Wallingford, CT	Al Paolillo	203-671-7366	Resurface & RteWay Crack Repair to (1) Tennis Court
Hale Farms Condominiums	Glastonbury, CT	Lisa Pericolosi	860-218-3050	Resurface (2) Tennis Courts

RESIDENTIAL

Stovell	Fairfield, CT	Helen	203-255-6824	(1) Installation of PC 300 Overlay Cushion Court
Varshinsky	Greenwich, CT	Michael	203-550-2525	(1) Tennis Court Cushion Extreme
Smith	Dedham, MA	Tina	617-823-5600	(1) Tennis Court Cushion Extreme

INDOOR CLUBS

Gulfton Racquet Club	Gulfton, CT	Sarah Boone	203-453-4367	(6) Cushion Extreme Tennis Courts
Chelsea Piers	Stamford, CT	Gigi Fernandez	203-989-1000	(7) Tennis Court Cushion Extreme & (2) 10 & Under Courts
Bennington Tennis Center	Bennington, VT	Richard Ader	212-581-4540	(3) Tennis Courts (2) 10 & Under, New Cushion Extreme
Longwood Covered Courts	Chestnut Hill, MA	Dick Sablin	617-566-9066	(2) Tennis Courts Cushion Extreme
New York Sports Club	Brooklyn, NY	Michael Phillips	718-643-4800	(2) Rooftop Tennis Courts Cushion Extreme
Manhattan Plaza Racquet Club	New York, NY	Skip Hartman	917-881-0489	Installation of 5 Cushion Extreme Courts
Mill Basin Health & Racquet Club	Brooklyn, NY	Billy Kruse	908-591-5444	Installation of 6 Cushion Extreme Courts

MUNICIPALITY

City of New Haven	New Haven, CT	David Moser	203-946-8201	(7) Tennis and (4) 36' 10 & Under Courts Reconstructed
NYC Parks Dept	New York, NY	George Kroenert	718-760-6731	Multiple Locations Painted Games, Running Tracks
Town of Guilford	Guilford, CT	Rick Maynard	203-453-8068	Multiple Courts New Construction, Crack Repair and Coloring
Town of New Milford	New Milford, CT	Dan Calhoun	860-355-6050	(2) Tennis and (2) Basketball Reconstruction
Town of Cresskill	New Jersey	Steve at SCS	201-563-9117	(2) Basketball Court Resurfacing
Town of Oakland	New Jersey	Dave Simin	201-327-1002	(6) Tennis Court Resurfacing
Town of New Canaan	New Canaan, CT	Steve Benko	203-594-3605	(7) New Post Tensioned Tennis Courts
Town of Manchester	Manchester, CT	Ken Longo	860-463-3512	(2) Basketball Court Resurfacing
Town of Brookfield	Brookfield, CT	Dennis DiPinto	203-460-4273	Multiple locations, Tennis and Basketball Construction & Resurfacing
Town of Canton	Canton, CT	Josh Medeiros	860-912-6331	Resurfacing (4) Tennis Courts and (2) Basketball Courts
Juniper Park Middle Village	Queens, NY	Maisha Warren	914-872-5605	USTA Community Development: (8) Tennis Courts Resurfacing and 10 & Under Court Conversion and Line Stripping

NOTABLE CLIENTS

Tennis Hall of Fame	Newport, RI	Mary Rompf	401-849-4777	(3) Tennis Courts Resurfacing
Boston Lobsters	Manchester, MA	Darlene Hayes	508-435-2023	(1) Tennis Court Paint for WTT Competition
Nike		Port Saikia	212-239-0904	Coating of the Famed Rucker Park
Regis Philbin	Greenwich, CT			(1) Tennis Court Resurfacing
Tommy Hilfiger	Greenwich, CT			(1) Tennis Court New Construction

CAMPS

Camp Wahnee	Torrington, CT	Dave Stricker	516-946-4246	Wahnee Rd. New Construction, Crack Repair and Coloring
Greenwood Trails	Winsted, CT	Adam Langbart	516-483-7272	Multiple Locations New Construction, Crack Repair and Coloring
Ebner Camps	Banton, CT	Kevin Ebner	860-379-4050	Multiple Locations New Construction, Crack Repair and Coloring
Winding Trails	Farmington, CT	Scott Brown	860-677-8458	(4) Tennis and (3) Basketball Courts Crack Repair and Coloring

TENNIS AND COUNTRY CLUBS

The Stanwich Club	Greenwich, CT	Scott Niven	203-869-1812	New Cart Path Painting
Village Club of Sands Pt.	Sands Point, NY	Ed Ronan	516-322-4378	(3) Court Resurfacing & Crack Repair, Har Tru Courts
Manchester Athletic Club	Manchester, MA	Keith Callahan	978-526-8900	(10) Tennis Courts Resurfaced with DecoTurf
Saw Mill Club	Mt. Kisco, NY	Kevin Kane	914-403-7053	(13) DecoTurf Courts
Pleasantville Tennis Club	Pleasantville, NY	Marilise Watts	914-837-0185	Construction of New Har Tru Court

WARRANTIES

Hinding Tennis stands behind their workmanship. All of our work comes standard with limited warranties. Below is list of the work that is guaranteed and what you can expect from us.



Riteway Crack Repair — This repair method is a more permanent repair. Its exclusive technology is state of the art - there is no other repair that has the long term effects as the Riteway System. We have seen this repair last for up to 10 years without cracks returning. We do guarantee the existing cracks for two (2) years. We cannot however guarantee against new cracks forming in a new location. *No Dead Spots, Hollow Sounds or Bubbles.*



Performance Court & Cushion Extreme — This repair method is the most recommended for the cost. This unique overlay system will cover the entire court and is guaranteed for 3 years. This system will cost you a bit more money than the Riteway Crack Repair, however, not only does this system guarantee the entire court, it offers a "cushioned" feel to the court, which is easier on the body/joints, and players often say they can play longer and feel better afterwards. The warranty does not cover any sub surface or drainage issues, unless we have built the court for you. If you want a guarantee for the entire court, this method is your best option.

Standard Color Coating, DecoTurf Cushion, New Court Construction — These particular installation methods are considered our "standard" methods. This workmanship comes with a 1 year warranty. The warranty covers any peeling, chipping or fading of the acrylic coatings. On new courts, we strongly recommend saw cuts in the asphalt. We cannot guarantee against cracks forming, however, we can guarantee that we will install the best possible base and drainage to help prevent from future cracking. Post Tension Concrete slabs is the only method that is guaranteed from cracking for up to 10 years.

Optional Crack Filling — This typically is a temporary quick crack fix and thus makes your courts safe and playable. There is NO WARRANTY on this workmanship. In fact, we can guarantee that the cracks we fill will most likely open up within 6 months to 1 year. Other than price consideration, Hinding Tennis does not recommend this crack repair method.



None of our warranties are covered by acts of god, excessive wind storms, vandalism or vehicular traffic. Trees and roots that may fall or enter onto the court are also not warranted. If the court is not properly maintained or serviced over the years, the warranty may be voided. The warranty does not cover drainage issues, sub surface issues or settling issues. Unless we have built the court new for you, we do not know how the court was originally constructed and thus it would be impossible for us to guarantee someone else's work.

When choosing your contractor, make sure you read through their warranty policy; many contractors offer up to 25-year warranties, however these warranties are only as good as the paper they are written on. Any warranty that is longer than 5 years is simply not possible and I can guarantee the contractor will find ways around it if you have an issue. At Hinding Tennis, we will do our best to work with you even when your warranty is no longer valid, because it is the Hinding Tennis reputation on the line.



24 Spring Street • West Haven, CT 06516
203-285-3055 • HindingTennis.com

AIA® Document A310™ - 2010

Bid Bond

BondNo.B 1269925

CONTRACTOR:
Hinding Tennis, LLC

24 Spring Street
West Haven, CT 06516

OWNER:
(Name, legal status and address)

Town of Fairfield
725 Old Post Road Fairfield, CT 06824

BOND AMOUNT: 5 % Percent of Total Bid

PROJECT: Timothy Dwight Elementary School
(Name, location or address, and Project number, if any)
Replacement of 4 tennis courts

SURETY:
Selective Insurance Company of America

40 Wantage Avenue
Branchville, NJ 07890

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

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Signed and sealed this **9th** day of

November 2022

Hinding Tennis, LLC


(Witness)


Owner Hinding Tennis, LLC
(Title)


(Witness)

Selective Insurance Company of America

(Surety)

(Seal)

(Title)


Nancy Cosgrove, Attorney-in-Fact

973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Nancy Cosgrove**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$1,500,000.00**

Signed this 9th day of November, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

:ss. **Branchville**

COUNTY OF SUSSEX :

On this 9th day of November, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 9th day of November, 2022.

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

SELECTIVE INSURANCE SM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1269925

STATEMENT OF FINANCIAL CONDITION

Public Bid

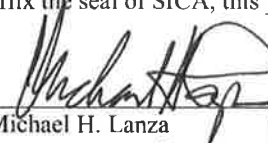
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2021:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,980,337	Reserve for losses and loss expenses	\$1,271,998
Preferred stocks at convention value	4,815	Reserve for unearned premiums	518,464
Common stocks at convention values	91,382	Provision for unauthorized reinsurance	1,066
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	39,070
Short-term investments	140,848	Other accrued expenses	33,481
Mortgage loans on real estate (including collateral loans)	62,909	Other liabilities	<u>458,257</u>
Other invested assets	194,151	Total liabilities	2,322,336
Interest and dividends due or accrued	15,464		
Premiums receivable	473,031	Surplus as regards policyholders	<u>838,299</u>
Other admitted assets	<u>197,698</u>		
Total admitted assets	<u>3,160,635</u>	Total liabilities and surplus as regards policyholders	<u>3,160,635</u>

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 30th day of March, 2022.


Michael H. Lanza
SICA Corporate Secretary



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 30th day of March, 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.


Notary Public
My Commission Expires:

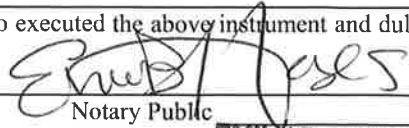


CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partnership)

STATE OF Connecticut
COUNTY OF New Haven } ss: Madison

On this _____ day of November, 2022, before me personally appeared the above named Thomas P. Hinding, Owner of Hinding Tennis, LLC to me known and known to me to be the same described in and who executed the above instrument and duly acknowledged the execution of the same.



Notary Public _____ County

EMILY B. HAYES
NOTARY PUBLIC OF CONNECTICUT
Comm. # 175949
My Commission Expires 3/31/2023

(Corporation)

STATE OF _____
COUNTY OF _____ } ss: _____

On this _____ day of _____, _____, before me personally appeared _____

to me known, who, being by me duly sworn, did depose and say that he/she resides in _____

that he/she is the _____ of _____
the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Notary Public _____ County

ACKNOWLEDGMENT OF SURETY

STATE OF CT
COUNTY OF New Haven } ss: _____

On this 8th day of November, 2022, before me personally appeared Nancy Cosgrove to me known, who, being by me

duly sworn, did depose and say that he/she resides in Watcott
that he/she is the Attorney-in-Fact of the
Selective Insurance Company of America

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted with Nancy Cosgrove and knows him/her to be the Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Nancy Cosgrove and was subscribed thereto by like order of the Board of Directors in the presence of deponent.



Notary Public New Haven County

My Commission Expires 8/31/2026



BE UNIQUELY INSUREDSM

**ALL NOTICES REGARDING CLAIMS AGAINST
THIS BOND MUST BE MAILED OR FAXED TO:**

**SELECTIVE INSURANCE COMPANY OF AMERICA
Attention: BOND CLAIMS
P.O. Box 7265
London, KY 40742**

Email address: CSVRIORITY@selective.com

Telefax: (877) 352-6541

Phone: (866) 455-9969

For all other inquiries not related to claims, contact:

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890
1 (800) 777-9656
1 (973) 948-3000

AIA® Document A310™ - 2010

Bid Bond

BondNo.B 1269926

CONTRACTOR:
Hinding Tennis, LLC

SURETY:
Selective Insurance Company of America

24 Spring Street
West Haven, CT 06516

40 Wantage Avenue
Branchville, NJ 07890

OWNER:
(Name, legal status and address)

Town of Fairfield
725 Old Post Road Fairfield, CT 06824

BOND AMOUNT: 5 % Percent of Total Bid

PROJECT: Fairfield Woods Middle School
(Name, location or address, and Project number, if any)
Replacement of 4 tennis courts

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Signed and sealed this 8th day of

November 2022

Hinding Tennis, LLC


(Witness)

(Witness)

Owner 
(Title)

Selective Insurance Company of America

(Surety)

(Seal)

(Title)

Nancy Cosgrove, Attorney-in-Fact

973-948-3000



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1269926

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.


does hereby appoint **Nancy Cosgrove**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$1,500,000.00**

Signed this 8th day of November, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By:


Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 8th day of November, 2022 before me, the undersigned officer, personally appeared Brian G. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. B1269926

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26


Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 8th day of November, 2022.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

SELECTIVE INSURANCE SM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1269926

STATEMENT OF FINANCIAL CONDITION

Public Bid

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2021:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
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Short-term investments	140,848	Other accrued expenses	33,481
Mortgage loans on real estate (including collateral loans)	62,909	Other liabilities	<u>458,257</u>
Other invested assets	194,151	Total liabilities	2,322,336
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I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

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IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 30th day of March, 2022.


Michael H. Lanza
SICA Corporate Secretary



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 30th day of March, 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.


Notary Public
My Commission Expires:



CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

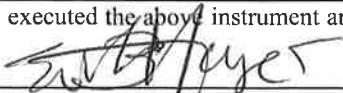
ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partnership)

STATE OF Connecticut

COUNTY OF New Haven }

ss: Madison

On this 9th day of November, 2022, before me personally appeared the above named Thomas P. Hinding, owner of Hinding Tennis, LLC to me known and known to me to be the same described in and who executed the above instrument and duly acknowledged the execution of the same.



Notary Public _____ County

EMILY B. HAYES
NOTARY PUBLIC OF CONNECTICUT
Comm. # 175949
My Commission Expires 3/31/2023

(Corporation)

STATE OF _____

COUNTY OF _____ }

ss: _____

On this _____ day of _____, _____, before me personally appeared _____

to me known, who, being by me duly sworn, did depose and say that he/she resides in _____

that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Notary Public _____ County

ACKNOWLEDGMENT OF SURETY

STATE OF CT

COUNTY OF New Haven }

ss: _____

On this 8th day of November, 2022, before me personally appeared Nancy Cosgrove to me known, who, being by me

duly sworn, did depose and say that he/she resides in Wolcott

that he/she is the Attorney-in-Fact of the Selective Insurance Company of America

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted with Nancy Cosgrove and knows him/her to be the Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Nancy Cosgrove and was subscribed thereto by like order of the Board of Directors in the presence of deponent.



Notary Public New Haven County

My Commission Expires 8/31/2026



**ALL NOTICES REGARDING CLAIMS AGAINST
THIS BOND MUST BE MAILED OR FAXED TO:**

**SELECTIVE INSURANCE COMPANY OF AMERICA
Attention: BOND CLAIMS
P.O. Box 7265
London, KY 40742**

Email address: CSVRIORITY@selective.com

Telefax: (877) 352-6541

Phone: (866) 455-9969

For all other inquiries not related to claims, contact:

**Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890
1 (800) 777-9656
1 (973) 948-3000**

AIA® Document A310™ - 2010

Bid Bond

BondNo.B 1269927

CONTRACTOR:
Hinding Tennis, LLC

SURETY:
Selective Insurance Company of America

24 Spring Street
West Haven, CT 06516

40 Wantage Avenue
Branchville, NJ 07890

OWNER:
(Name, legal status and address)

Town of Fairfield
725 Old Post Road Fairfield, CT 06824

BOND AMOUNT: 5 % Percent of Total Bid

PROJECT: Tunxis Hill Park
(Name, location or address, and Project number, if any)
Replacement of 4 tennis courts

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Signed and sealed this **8th** day of

November 2022

Hinding Tennis, LLC


(Witness)

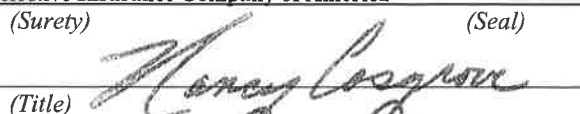

(Title)

Selective Insurance Company of America

(Surety)

(Seal)


(Witness)


(Title)

Nancy Cosgrove, Attorney-in-Fact

973-948-3000



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1269927

POWER OF ATTORNEY

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does hereby appoint **Nancy Cosgrove**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$1,500,000.00**

Signed this 8th day of November, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By:


Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines

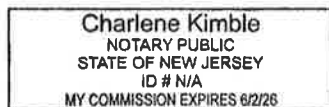


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:ss. Branchville

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Notary Public



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"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

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Signed this 8th day of November, 2022.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

SELECTIVE INSURANCE SM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1269927

STATEMENT OF FINANCIAL CONDITION

Public Bid

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IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 30th day of March, 2022.


Michael H. Lanza
SICA Corporate Secretary



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 30th day of March, 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.


Notary Public
My Commission Expires:



CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

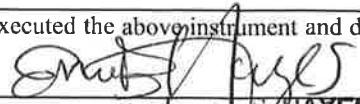
ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partnership)

STATE OF Connecticut

COUNTY OF New Haven

ss: Harrison

On this 9th day of November, 2022, before me personally appeared the above named Thomas P. Hinding, owner of Hinding Tennis, LLC to me known and known to me to be the same described in and who executed the above instrument and duly acknowledged the execution of the same.


Notary Public SHAYES County
NOTAR **CONNECTICUT**
Comm. # 75949
My Commission Expires 3/31/2023

(Corporation)

STATE OF _____

COUNTY OF _____

ss: _____

On this _____ day of _____, _____, before me personally appeared _____

to me known, who, being by me duly sworn, did depose and say that he/she resides in _____

that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Notary Public _____ County

ACKNOWLEDGMENT OF SURETY

STATE OF CT

COUNTY OF New Haven

ss: _____

On this 8th day of November, 2022, before me personally appeared Nancy Cosgrove to me known, who, being by me

duly sworn, did depose and say that he/she resides in Wolcott that he/she is the Attorney-in-Fact of the Selective Insurance Company of America

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted with Nancy Cosgrove and knows him/her to be the Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Nancy Cosgrove and was subscribed thereto by like order of the Board of Directors in the presence of deponent.


Notary Public New Haven County

My Commission Expires 8/31/2026

SELECTIVE

BE UNIQUELY INSUREDSM

**ALL NOTICES REGARDING CLAIMS AGAINST
THIS BOND MUST BE MAILED OR FAXED TO:**

**SELECTIVE INSURANCE COMPANY OF AMERICA
Attention: BOND CLAIMS
P.O. Box 7265
London, KY 40742**

Email address: CSVRIORITY@selective.com

Telefax: (877) 352-6541

Phone: (866) 455-9969

For all other inquiries not related to claims, contact:

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

1 (800) 777-9656

1 (973) 948-3000

RFP #2023-55 DESC: Tennis & Pickleball Court Improvements DATE: 10th November 2022	Town of Fairfield - Summary	
	Classic Turf Company, LLC Woodbury, CT	Hinding Tennis LLC West Haven, CT
<u>Base Bid</u>		
<u>Timothy Dwight Elementary - Tennis Courts</u>	\$553,950.00	\$622,344.00
<u>Fairfield Woods Middle School - Tennis Courts</u>	\$521,650.00	\$618,555.00
<u>Tunxis Hill Park - Pickleball Courts</u>	\$224,300.00	\$187,765.00
<u>Bid Alternates - Timothy Dwight Elementary School - Tennis Courts</u>		
<u>Alternate #1:</u> Provide windscreen for fence lines. Windscreen shall be Permascreen 70 - vinyl coated polyester reinforced or approved equal (805 linear feet)	\$12,000.00	\$8,775.00
<u>Alternate #2:</u> Paint surface of exposed retaining walls green using approved exterior latex concrete paint.	\$16,200.00	\$5,555.00
<u>Bid Alternates - Fairfield Woods Middle School - Tennis Courts</u>		
<u>Alternate #1:</u> Provide windscreen for fence lines. Windscreen shall be Permascreen 70 - vinyl coated polyester reinforced or approved equal (825 linear feet)	\$12,100.00	\$8,955.00
<u>Bid Alternates - Tunxis Hill Park - Pickleball Courts</u>		
<u>Alternate #1:</u> Provide windscreen for fence lines. Windscreen shall be Permascreen 70 - vinyl coated polyester reinforced or approved equal (360 linear feet)	\$6,750.00	\$4,110.00
Bid Bond	Yes	Yes



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #1
RFP #2023-55
Tennis & Pickleball Court Improvements

7th November, 2022 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. Please utilize the link below to access revised drawings for this RFP. The plans have been revised to reflect changes to the edge section of the post tension concrete court details on sheets C2.0A, C2.0B and C2.0C.

[2023-55 REVISED PLANS - Tennis & Pickleball Court Improvements](#)

End of Addendum #1

Company: _____ Name: _____ Signature: _____ Date: _____

SITE DEVELOPMENT PLANS
FOR PROPOSED
TENNIS & PICKLEBALL
COURT IMPROVEMENTS



LOCATION MAP
1" = 300'

TIMOTHY DWIGHT
ELEMENTARY SCHOOL
1680 REDDING ROAD
FAIRFIELD, CONNECTICUT



LOCATION MAP
1" = 300'

FAIRFIELD WOODS MIDDLE SCHOOL
1147 FAIRFIELD WOODS ROAD
FAIRFIELD, CONNECTICUT



LOCATION MAP
1" = 300'

TUNXIS HILL PARK
225 MELVILLE AVENUE
FAIRFIELD, CONNECTICUT

DRAWING SHEET INDEX

SHEET NO.	SHEET TITLE
T-1.0	COVER SHEET
C-1.0A	DWIGHT ELEMENTARY SCHOOL SITE DEVELOPMENT PLAN
C-2.0A	DWIGHT ELEMENTARY SCHOOL NOTES & DETAILS
C-1.0B	FAIRFIELD WOODS MS SITE DEVELOPMENT PLAN
C-2.0B	FAIRFIELD WOODS MS NOTES & DETAILS
C-1.0C	TUNXIS HILL PARK SITE DEVELOPMENT PLAN
C-2.0C	TUNXIS HILL PARK NOTES & DETAILS

11/7/22

REVISION DATE

ISSUE

REVISD PER BID RFI #1

LANDTECH

SITE/CIVIL • ENVIRONMENTAL • SURVEYING • PLANNING

518 RIVERSIDE AVENUE • WESTPORT, CT 06880 • 203-454-2110

HELLO@LANDTECHCONSULT.COM • WWW.LANDTECHCONSULT.COM

PREPARED FOR:

TOWN OF FAIRFIELD

PROJECT LOCATION:

DWIGHT ELEMENTARY SCHOOL
FAIRFIELD WOODS MIDDLE SCHOOL
TUNXIS HILL PARK

PROJECT TITLE:

TENNIS & PICKLEBALL COURT
IMPROVEMENTS

DRAWING TITLE:

COVER SHEET

PROJECT No. 22312-01 | 22313-01 | 22314-01

DATE: 10/14/2022

DESIGNED BY: CL

CHECKED BY: AS

SCALE:

N.T.S.

PROJECT STATUS:

BID DOCUMENTS
NOT FOR CONSTRUCTION

T-1.0

GENERAL NOTES

- EXISTING STRUCTURES & TOPOGRAPHIC INFORMATION FOR 1680 REDDING ROAD TAKEN FROM CT ECO 2016 LIDAR DATA.
- DATUM: NAVD88
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND PIPING, UTILITIES, AND OTHER FEATURES ARE TAKEN FROM EXISTING AS-BUILT MAPPING AND OTHER SOURCES OF INFORMATION AND ARE APPROXIMATE. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. IN ADDITION, THERE MAY BE OTHER UNDERGROUND PIPING, UTILITIES, AND OTHER FEATURES PRESENT THAT ARE NOT SHOWN. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE PRESENCE OF ANY OF THESE EXISTING ELEMENTS BY WHATEVER MEANS NECESSARY AND PROTECTING THESE ELEMENTS AS REQUIRED OR RELOCATING THEM IF THEY ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALL "CALL BEFORE YOU DIG," 1-800-922-4455, THREE FULL WORKING DAYS PRIOR TO ANY EXCAVATION WORK ON THE PROPERTY.
- THE PROJECT AREA IS NOT LOCATED WITHIN A FEMA DESIGNATED FLOOD ZONE.
- SELECTED CONTRACTOR SHALL BE AN APPROVED MEMBER OF THE AMERICAN SPORTS BUILDERS ASSOCIATION.
- IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER OF RECORD'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
- APPROVAL OF THESE PLANS BY THE TOWN OF FAIRFIELD OR ITS AGENTS SHALL NOT RELIEVE THE CONTRACTOR OR THE APPLICANT FROM THE RESPONSIBILITY OR THE CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE REVISIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AND TOWN OF FAIRFIELD FOR REVIEW AND APPROVAL.
- PRIOR TO BEGINNING ANY CONSTRUCTION ON SITE, A PRE-CONSTRUCTION MEETING IS REQUIRED WITH THE ENGINEER OF RECORD, CONTRACTOR AND REPRESENTATIVE OF THE TOWN OF FAIRFIELD. CONTACT THE TOWN OF FAIRFIELD PARKS AND RECREATION DEPARTMENT AT (203) 256-3191.
- HOURS OF EXTERIOR CONSTRUCTION ON THE PROJECT SITE SHALL BE LIMITED TO 7:00 A.M. TO 7:00 P.M. MONDAY THROUGH FRIDAY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS APPROVED PLAN. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER OF RECORD AND APPROVED BY THE TOWN OF FAIRFIELD.
- THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
- THE CONTRACTOR /OWNER AGREES:
 - THE JOB SITE SHALL BE CLEAN AT THE END OF EACH PHASE OF WORK.
 - TO BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL IN A TIMELY MANNER.
 - TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES.
 - TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB.
 - TO BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL, PERMITS, RETESTING, AND INSPECTIONS.
 - UNLESS OTHERWISE NOTED, ALL EXCESS SOILS AND MATERIALS SHALL BE LAWFULLY DISPOSED OF OFFSITE.
- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- ALL DISTURBED AREAS SHALL BE RESTORED AND STABILIZED WITH TOPSOIL AND SEED.

FENCE REPLACEMENT REQUIREMENTS

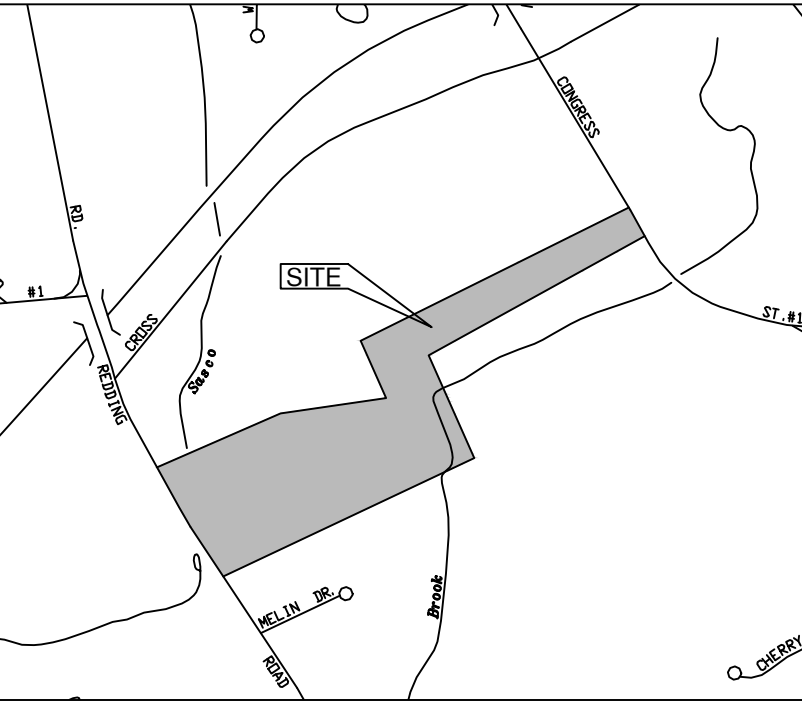
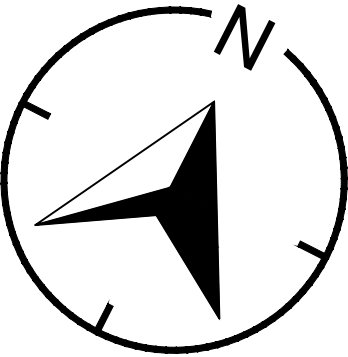
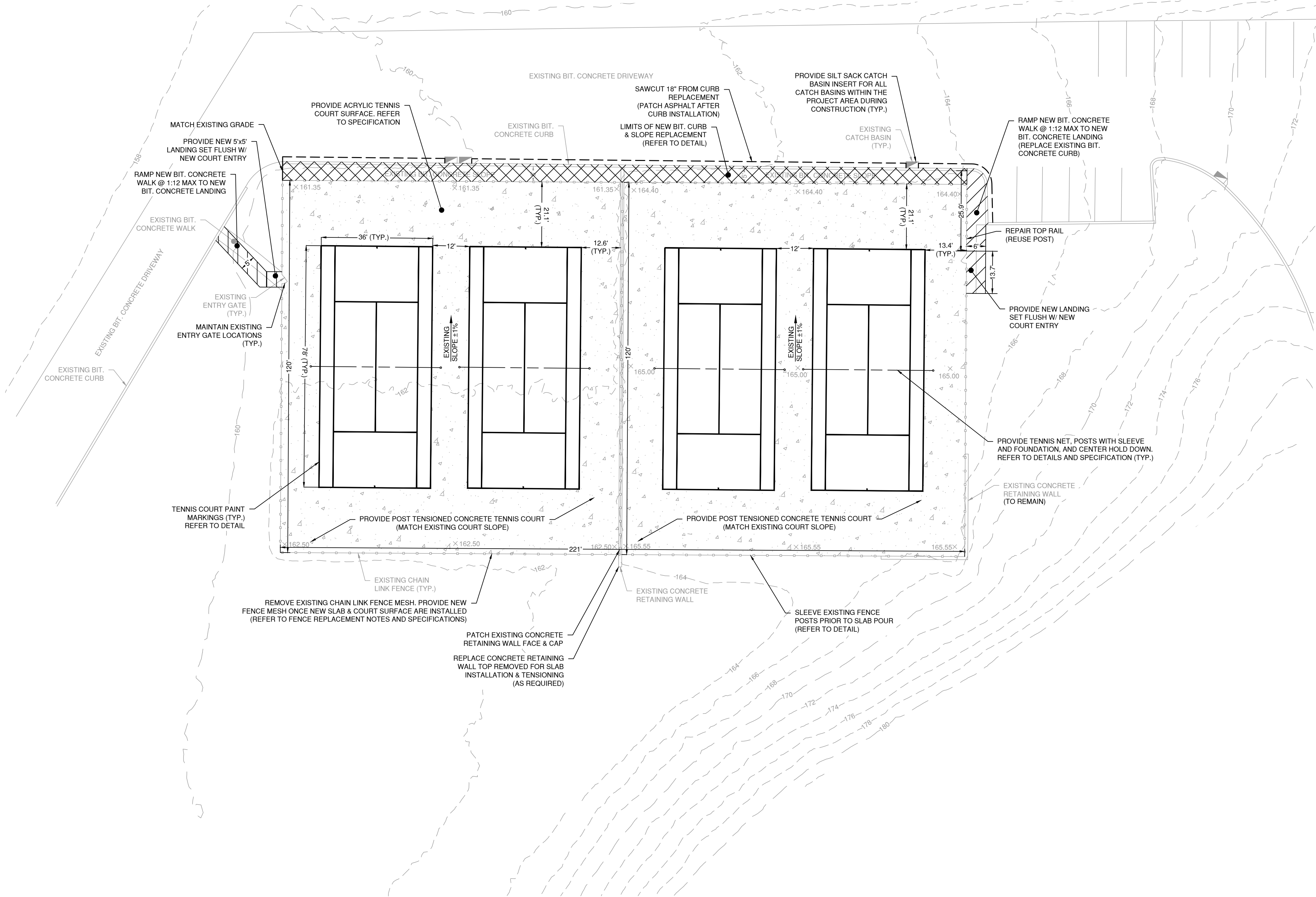
- EXISTING LINEAR FOOTAGE OF FENCING = ±905 LF
- ALL DAMAGED POST AND RAILS SHALL BE REPLACED AS NEEDED.
- EXISTING POSTS THAT DON'T REQUIRE REPLACEMENT SHALL BE REUSED AND PAINTED BLACK.
- EXISTING CHAIN LINK MESH SHALL BE REMOVED AND PROPERLY DISPOSED OF OFFSITE.
- NEW #8 GALVANIZED 2" MESH 8 FT. HIGH BLACK VINYL COATED CHAIN LINK SHALL BE INSTALLED ONTO THE EXISTING FENCE POSTS AND RAILS.
- ALL EXISTING HARD WIRE SHALL BE PROPERLY RESET PRIOR TO INSTALLING NEW CHAIN LINK MESH.
- SWING GATES SHALL BE RAISED UP AS REQUIRED TO PROVIDE SPACING FOR THE NEW CONCRETE PICKLEBALL COURTS. HARDWARE SHALL BE PROPERLY RESET.

PRODUCT SPECIFICATIONS

- TENNIS NET POSTS:**
EDWARDS 3" - CLASSIC ROUND TENNIS NET POSTS (BLACK) WITH GROUND SLEEVES (OR APPROVED EQUAL).
- TENNIS NETS:**
EDWARDS 40LS TENNIS NET HEIGHT - 3.5MM BRAIDED POLYETHYLENE NET BODY FEATURING A HEAVY DUTY 155MM POLYESTER HEADBAND AND 6 ROWS OF DOUBLE NETTING. INCLUDES 5/8" FIBERGLASS DOWELS, TAPERED CENTER AND CENTER STRAP. 42' LENGTH ONLY. (OR APPROVED EQUAL).

ALTERNATES

- WINDSCREEN:**
PERMASCREEN 70 IS A VINYL COATED POLYESTER REINFORCED WITH 160Z VINYL TAPE WITH BRASS GROMMETS AT MAX 12" INTERVALS. PERMASCREEN 70 WIND SCREEN COLOR BLACK OR ACCEPTED ALTERNATE SHALL BE INSTALLED ONTO THE CHAIN LINK MESH PER THE SPECIFICATIONS AFTER FENCE REPAIR AND REPLACEMENTS HAVE BEEN COMPLETED.
- PAINT SURFACE OF EXPOSED RETAINING WALL BETWEEN THE UPPER & LOWER COURTS GREEN USING APPROVED EXTERIOR LATEX CONCRETE PAINT. COLOR SELECTION TO BE APPROVED BY TOWN OF FAIRFIELD REPRESENTATIVE.**



LOCATION MAP
(NTS)

ASSESSORS MAP: 220
PARCEL NUMBER: 2
ZONING DISTRICT: AAA

APPLICANT:
ANDY SOUMELIDIS, PE
LANDTECH
518 RIVERSIDE AVENUE
WESTPORT, CT 06880
203-454-2110

OWNER OF RECORD:
TOWN OF FAIRFIELD
725 OLD POST ROAD
FAIRFIELD, CT 06824

REPLACEMENT TENNIS COURTS

11/7/22	REVISED PER BID RF1 #1
REVISION DATE	ISSUE

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518 RIVERSIDE AVENUE • WESTPORT, CT 06880 • 203-454-2110
HELLO@LANDTECHCONSULT.COM • WWW.LANDTECHCONSULT.COM

PREPARED FOR:

TOWN OF FAIRFIELD

PROJECT LOCATION:

1680 REDDING ROAD
FAIRFIELD, CT

PROJECT TITLE:

DWIGHT ELEMENTARY SCHOOL
TENNIS COURT IMPROVEMENTS

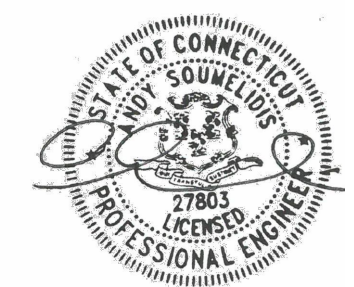
DRAWING TITLE:

SITE DEVELOPMENT PLAN

PROJECT No. 22313-01		
DATE: 10/14/2022	DESIGNED BY: CL	CHECKED BY: AS
SCALE: 1" = 20'		
IN FEET 0 20 40 60		

PROJECT STATUS:

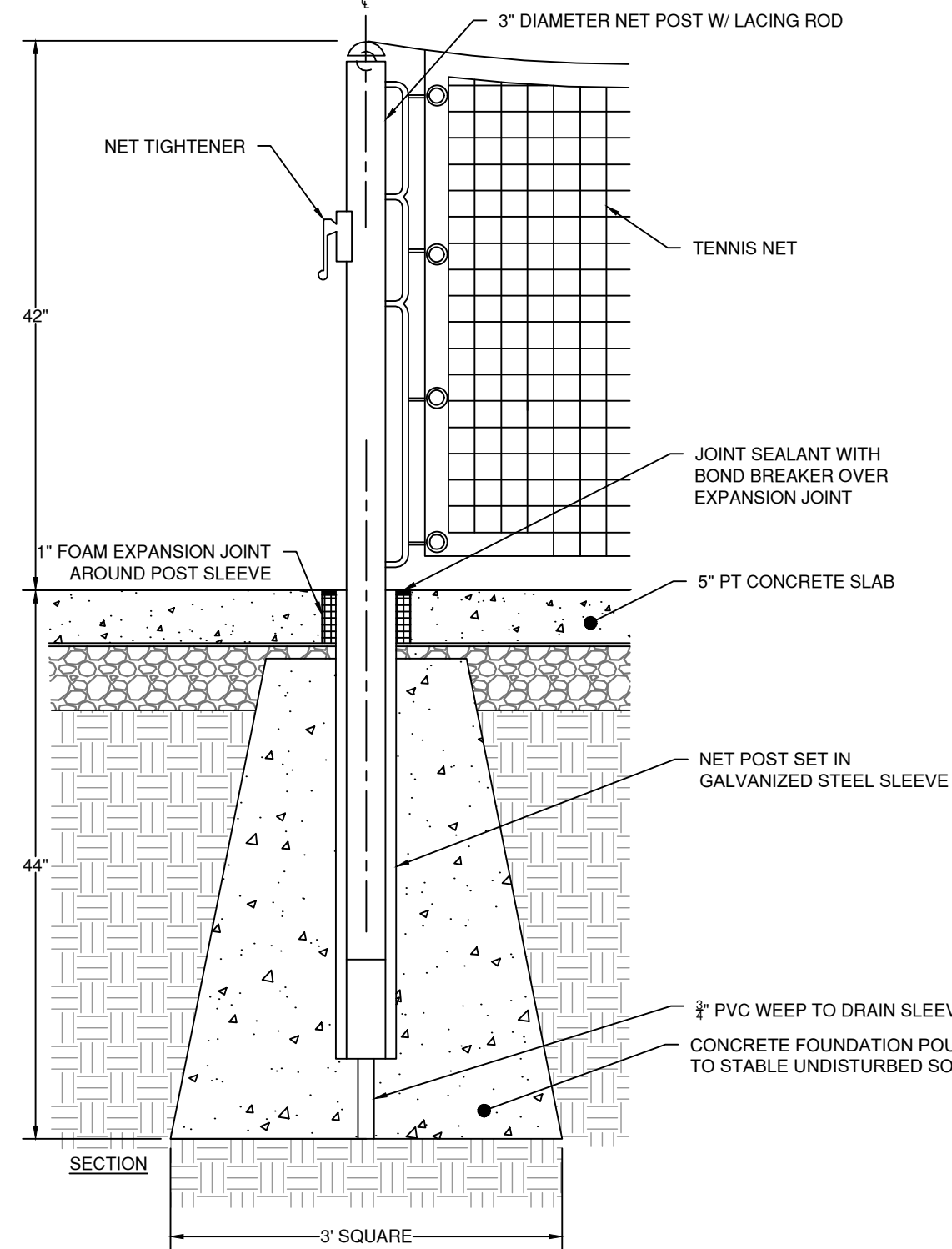
BID DOCUMENTS
NOT FOR CONSTRUCTION



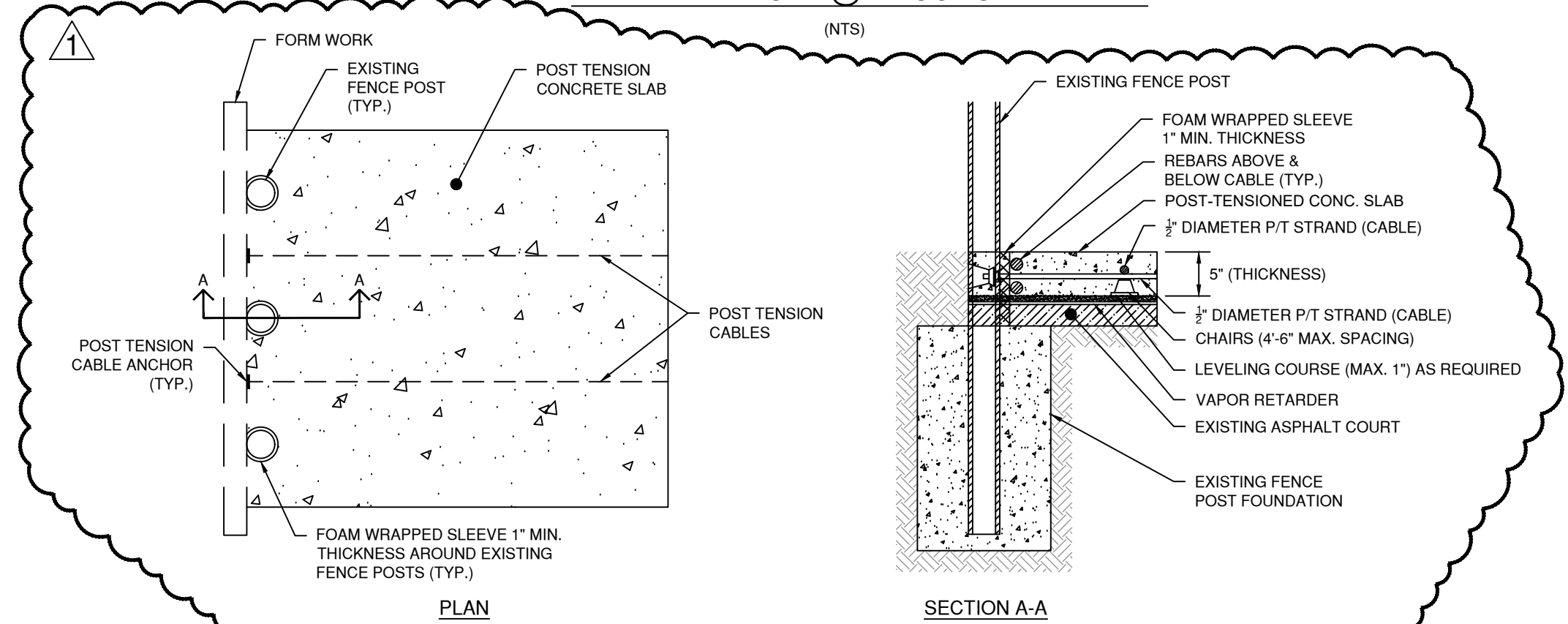
C-1.0A

GENERAL EROSION AND SEDIMENT CONTROL NOTES

1. LAND DISTURBANCE WILL BE KEPT TO A MINIMUM. RESTABILIZATION WILL BE SCHEDULED AS SOON AS POSSIBLE.
2. SILT FENCE WILL BE INSTALLED ALONG THE TOE OF ALL CRITICAL CUT AND FILL SLOPES, SOIL STOCKPILE AREAS, AND IN THOSE AREAS SHOWN ON THE PLAN.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE STATE OF CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL, 2002.
4. EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED PRIOR TO LAND DISTURBANCE WHENEVER POSSIBLE.
5. ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE PROPERLY MAINTAINED UNTIL STABILIZATION HAS BEEN ACHIEVED.
6. ADDITIONAL CONTROL MEASURES WILL BE INSTALLED DURING THE CONSTRUCTION PERIOD IF NECESSARY OR REQUIRED. A MINIMUM OF 50 FEET OF SILT FENCE SHALL BE STORED AT THE SITE FOR EMERGENCY USE.
7. ANY EXCAVATIONS THAT MUST BE DEWATERED WILL BE PUMPED INTO AN ACTIVE DRAINAGE SYSTEM OR DISPERSED IN AN UNDISTURBED FIELD AREA. THE INLETS OF ALL PUMPS ARE TO BE FLOATED A MINIMUM OF 24 INCHES OFF THE BOTTOM OF THE EXCAVATION.
8. WATER AND CALCIUM CHLORIDE SHALL BE APPLIED TO UNPAVED ACCESSWAYS TO PREVENT WIND GENERATED SEDIMENTS AND DUST.
9. DEBRIS AND OTHER WASTES RESULTING FROM EQUIPMENT MAINTENANCE AND CONSTRUCTION ACTIVITIES WILL NOT BE DISCARDED ON-SITE.
10. SEDIMENT REMOVED FROM CONTROL STRUCTURES WILL BE DISPOSED OF IN A MANNER WHICH IS CONSISTENT WITH INTENT OF THE PLAN.
11. SILT FENCES SHALL HAVE SEDIMENT REMOVED WHEN THE DEPTH OF THE SEDIMENT IS EQUAL TO 1/4 TO 1/2 THE HEIGHT OF THE FENCE. FENCES SHALL BE PROPERLY INSTALLED AND RIPPED FENCE OR BROKEN POSTS REPAIRED AS SOON AS PRACTICAL.
12. ANTI-TRACKING PADS AND GRAVEL CHECK DAMS SHALL BE REPLACED WHEN VOID SPACES ARE FULL OR STRUCTURES ARE BREACHED, AS APPLICABLE.
13. TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AND THE SOIL SURFACE STABILIZED WHEN CONSTRUCTION IS COMPLETE AND THE SOIL SURFACES ARE PERMANENTLY STABILIZED. STRUCTURAL COMPONENTS SHALL BE CLEANED OF ALL SEDIMENT UPON COMPLETION OF CONSTRUCTION.
14. THE OWNER IS ASSIGNED THE RESPONSIBILITY FOR IMPLEMENTING THIS EROSION AND SEDIMENT CONTROL PLAN. THIS RESPONSIBILITY INCLUDES INSTALLATION AND MAINTENANCE OF CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED ON THE CONSTRUCTION SITE OF THE REQUIREMENTS AND OBJECTIVES OF THE PLAN, NOTIFYING THE PLANNING AND ZONING COMMISSION OF ANY TRANSFER OF THIS RESPONSIBILITY, AND FOR CONVEYING A COPY OF THE EROSION AND SEDIMENT PLAN IF AND WHEN THE TITLE OF LAND IS TRANSFERRED.

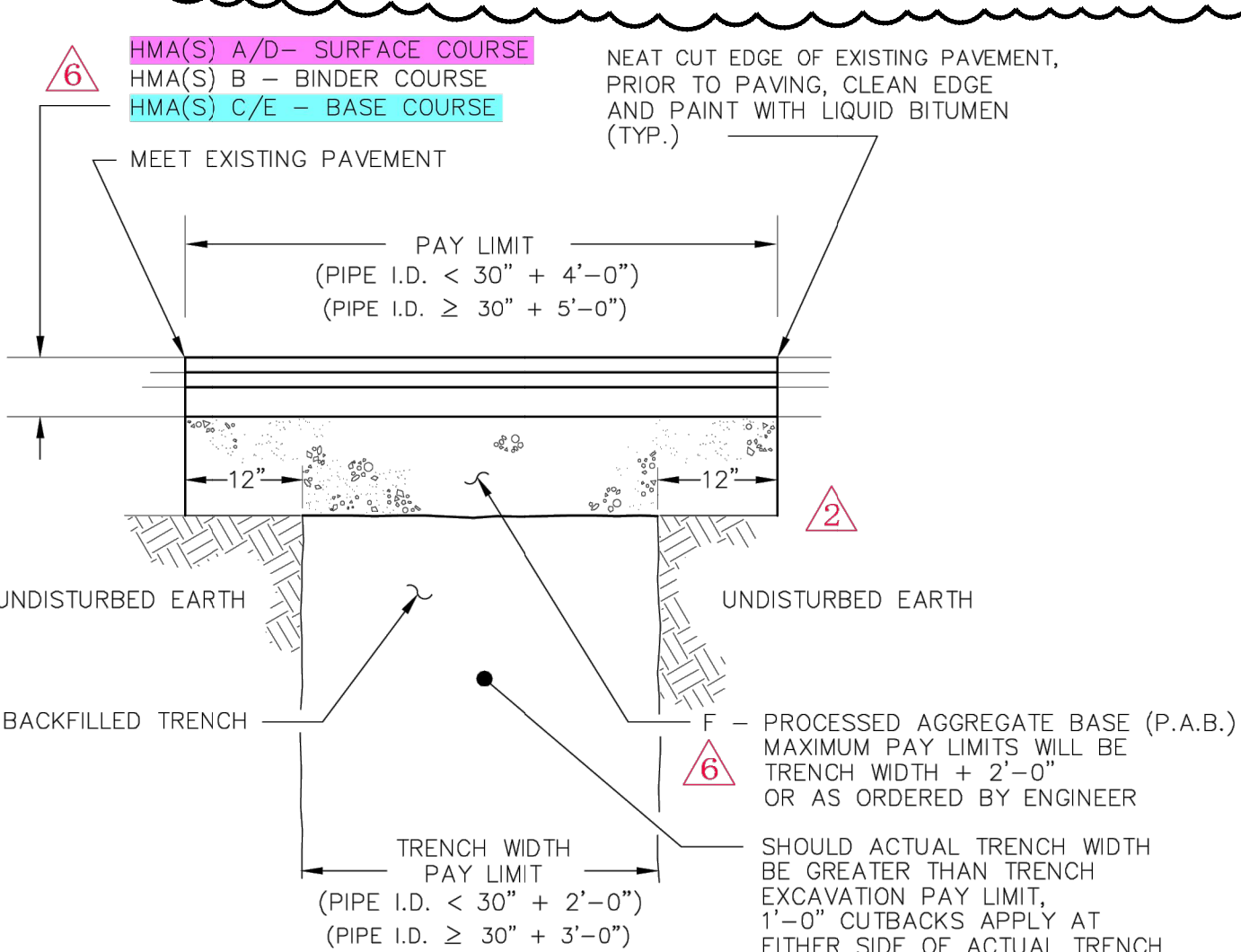


TENNIS NET POST @ PT CONCRETE SLAB



NOTE:
1. CABLE PLACEMENT SHALL AVOID EXISTING FENCE POST LOCATIONS.

EDGE SECTIONS OF POST-TENSIONED CONCRETE COURT

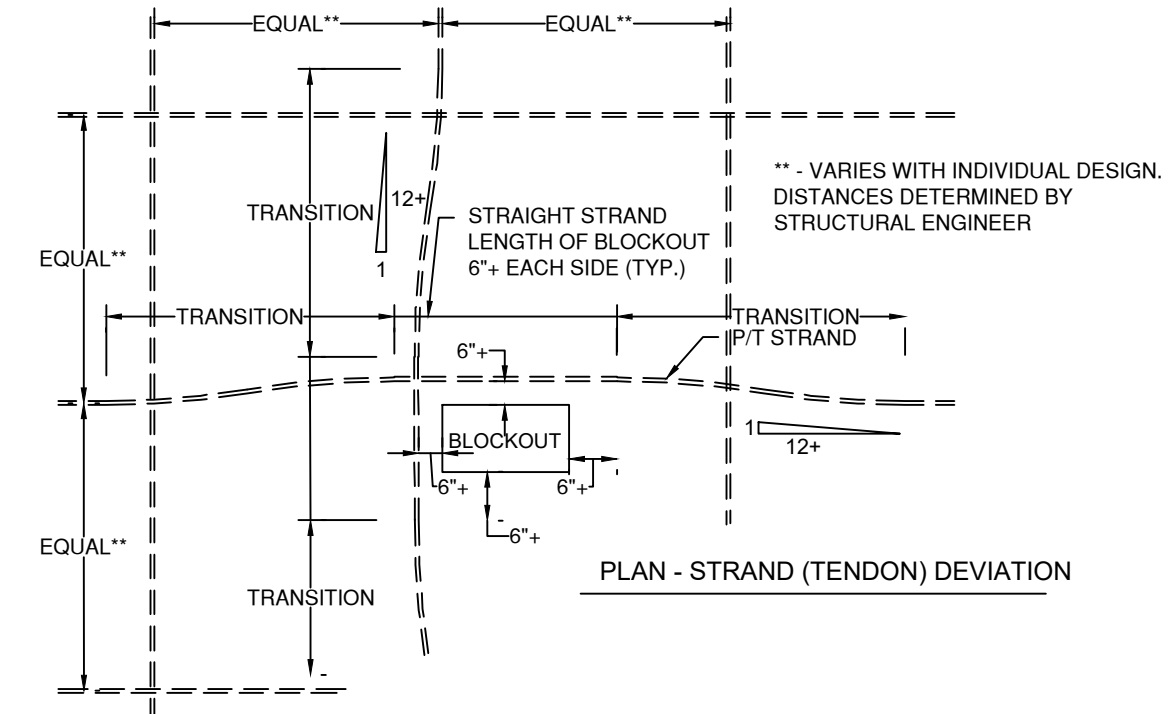


PAVEMENT REPAIR

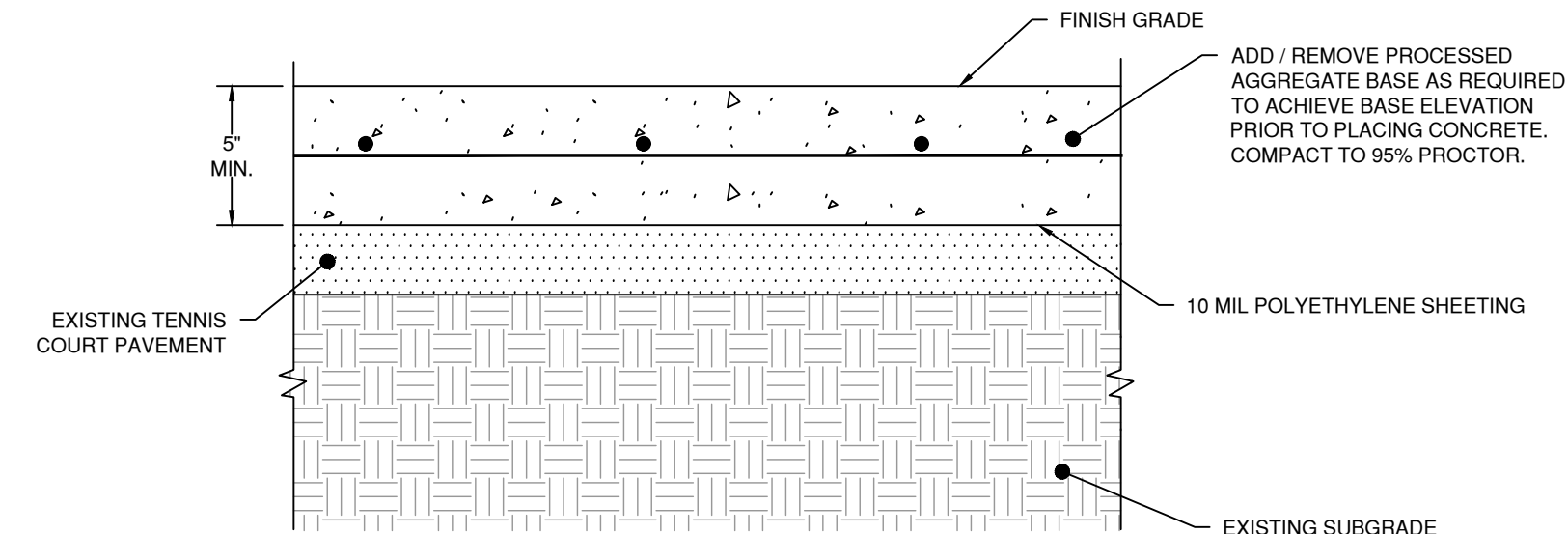
	A	B	C	D	E	F
	X\"=STONE SIZE & (Y)=LEVEL e.g. 0.50\"(2)					F
	0.375\"(2)	0.50\"(2)	1.00\"(2)	0.50\"(3)	1.00\"(3)	P.A.B.
STATE ROAD				3"	6"	12"
MAJOR ARTERIAL				4"	6"	14"
MINOR ARTERIAL	1.5"	2"	3"			12"
COLLECTOR	1.5"	1.5"	3"			12"
LOCAL	3"					12"

ALLOWABLE UNCOMPACTED THICKNESS PER LIFT:		
STONE SIZE	LIFT THICKNESS	
	MIN.	MAX.
0.375"	1.5"	2"
0.50"	1.75"	2.5"
1.00"	3.0"	5.0"

PAVEMENT REPAIR TABLE

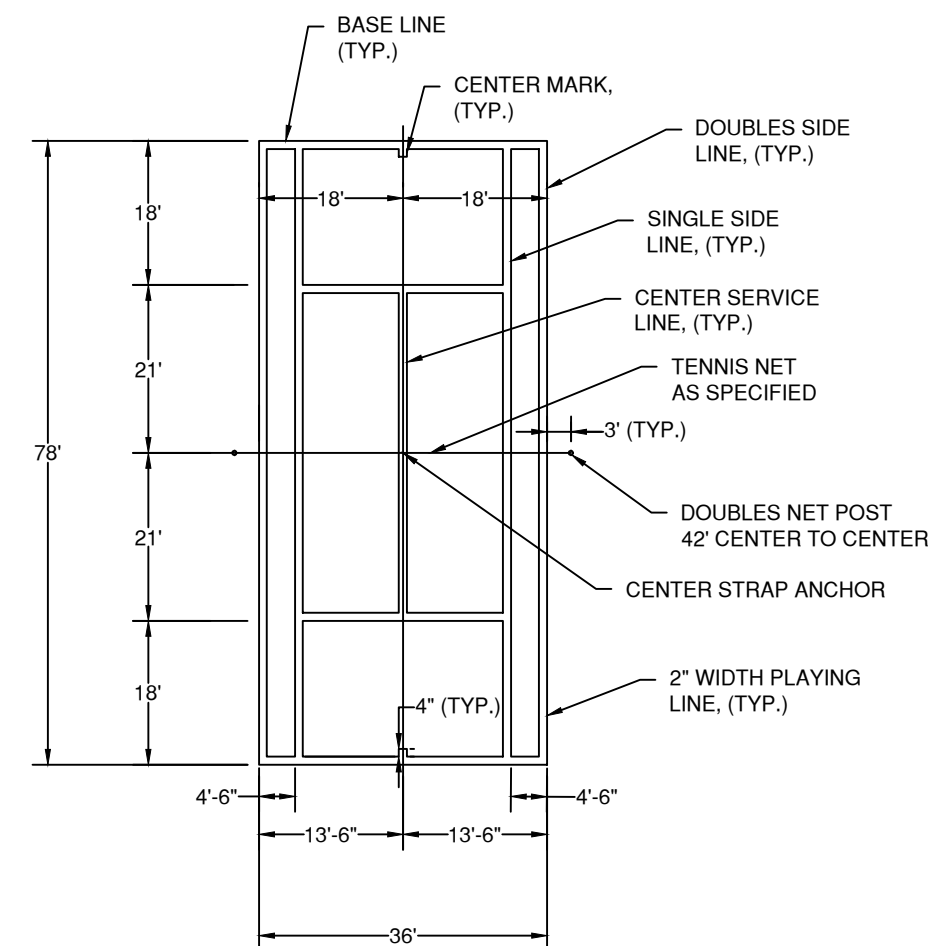


PLAN - STRAND (TENDON) DEVIATION

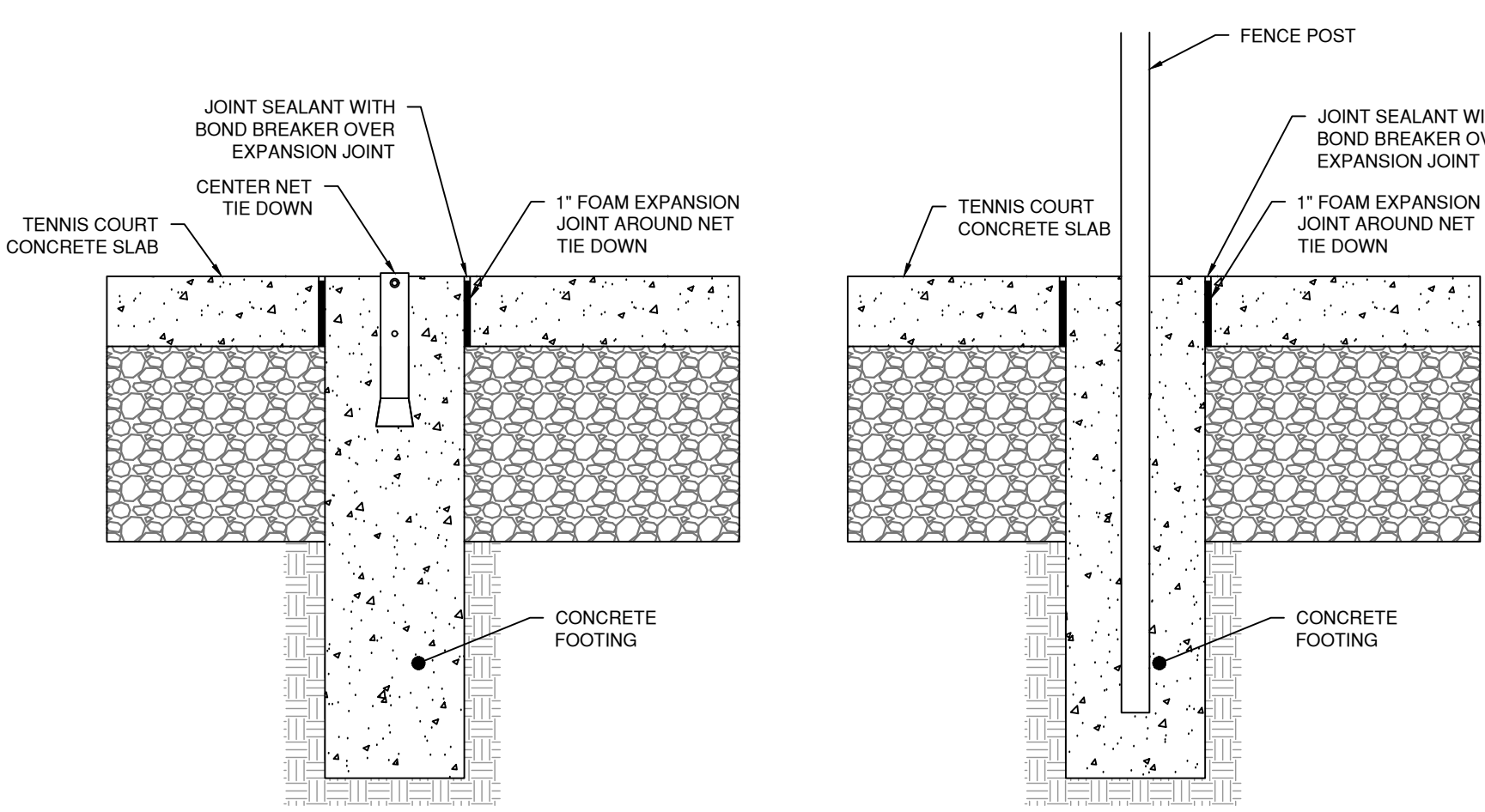


POST TENSIONED CONCRETE TENNIS COURT

NOTES:
ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF LINES.
ALL PLAYING LINES ARE 2" IN WIDTH.



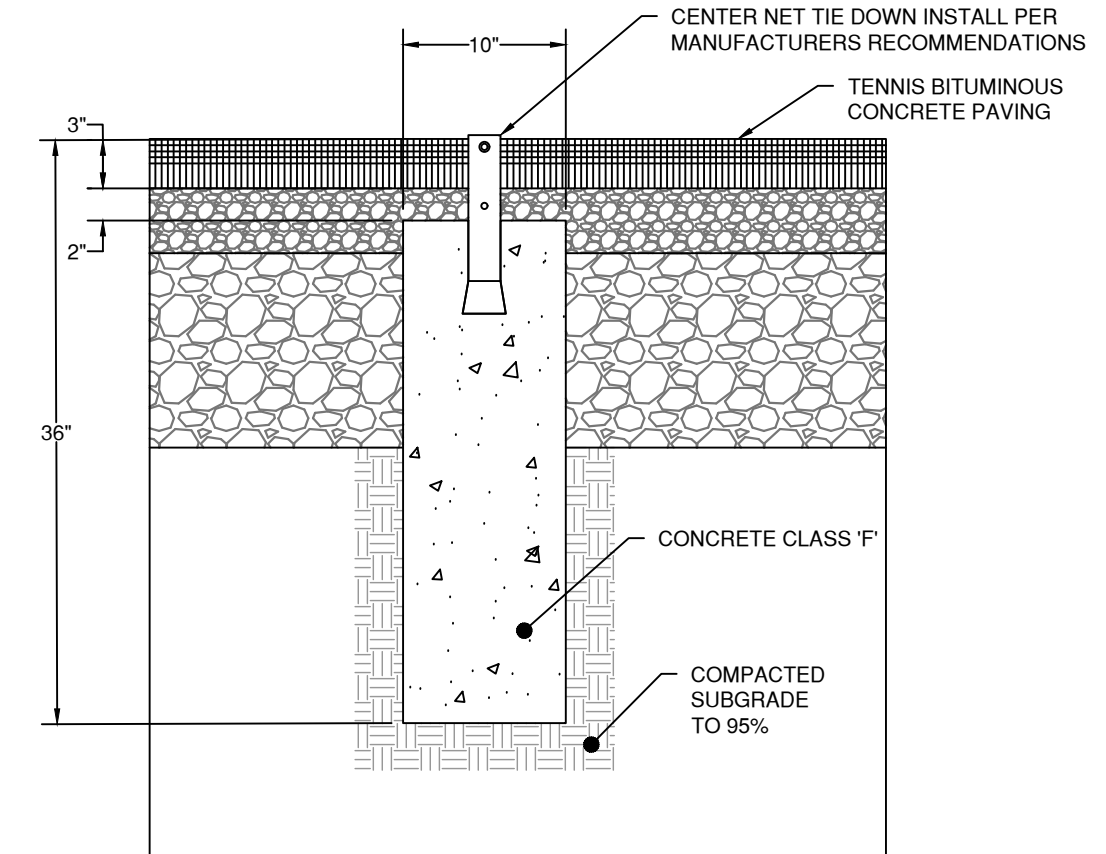
TENNIS COURT STRIPING LAYOUT



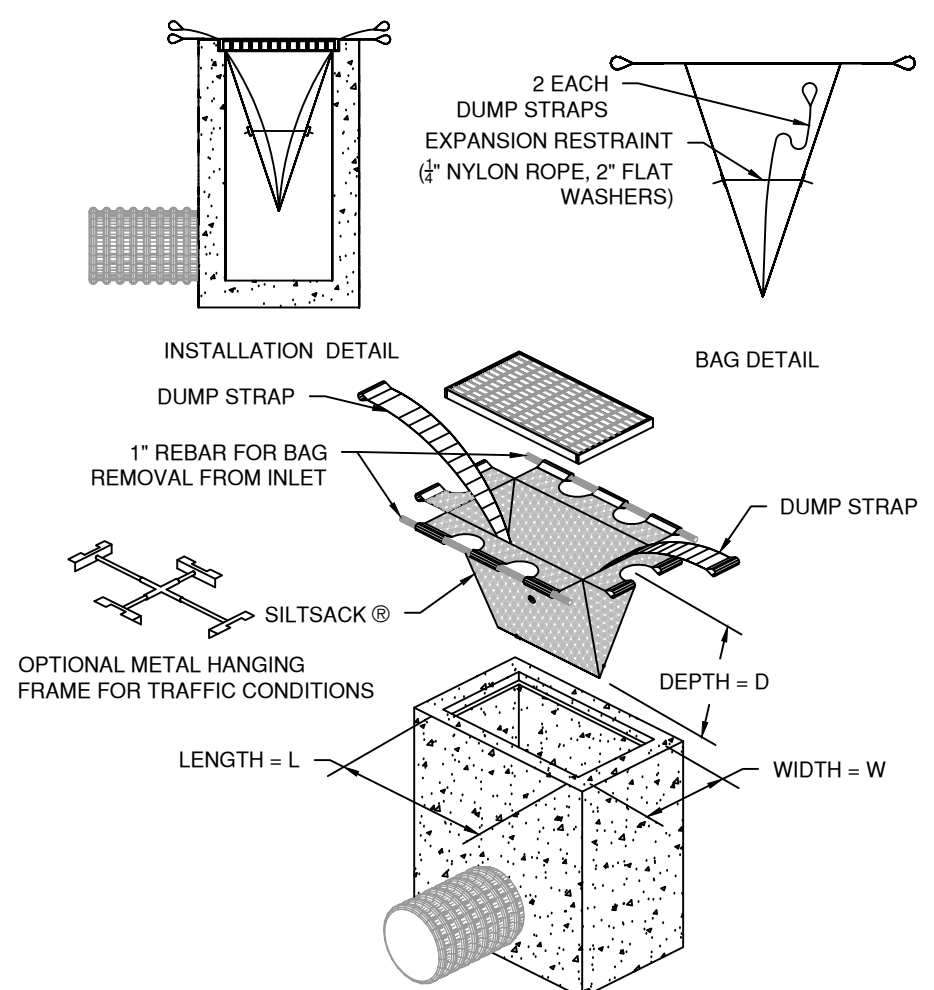
EXPANSION JOINT AT TENNIS COURT NET TIE DOWN

EXPANSION JOINT AT TENNIS COURT FENCE POST

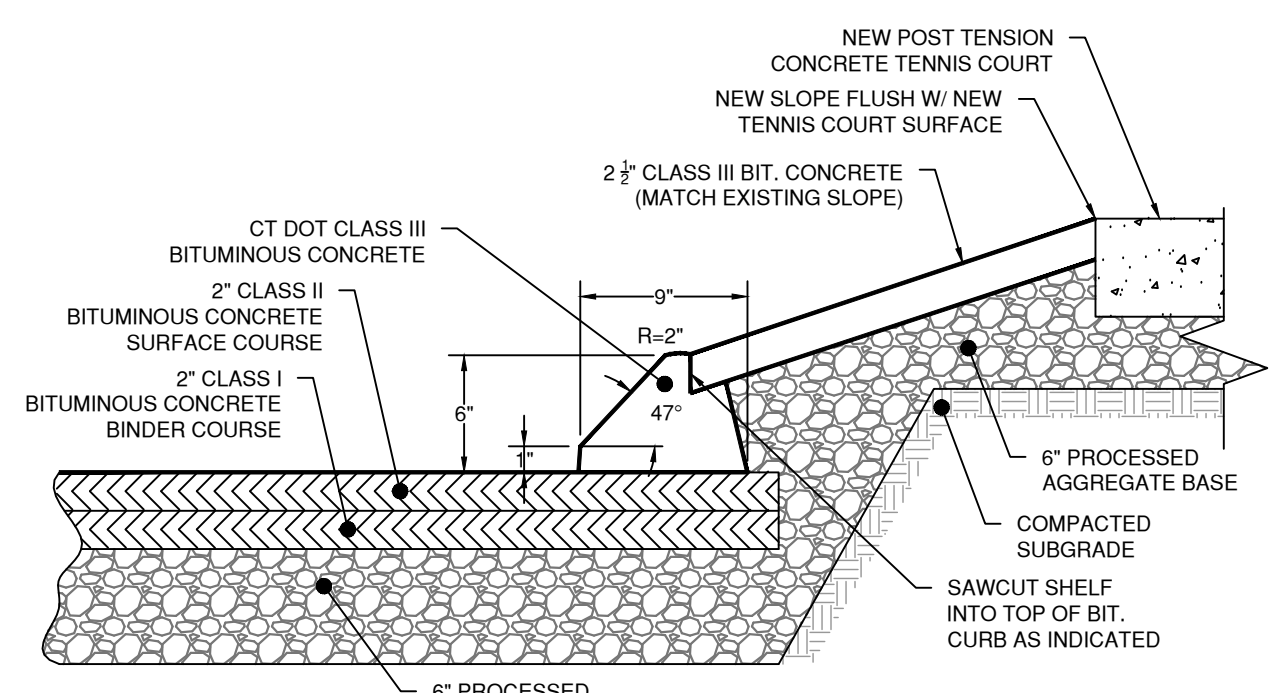
POST TENSIONED CONCRETE EXPANSION JOINTS AT TENNIS COURT



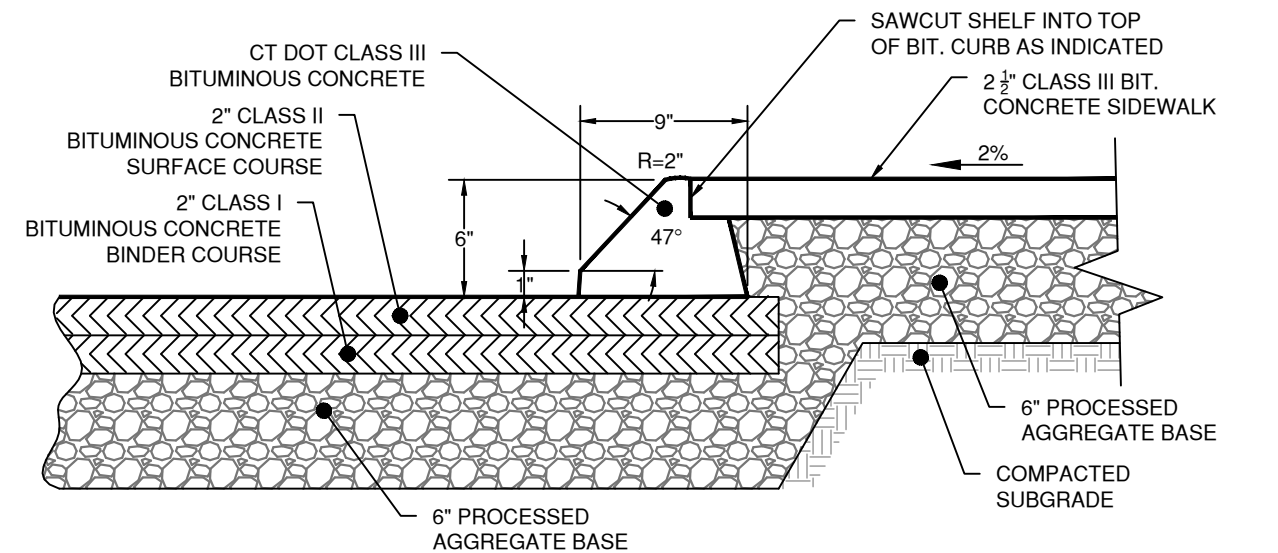
CENTER NET TIE DOWN



SILTSACK® CATCH BASIN INSERT



BIT. CONCRETE PAVEMENT, CURB AND SLOPE TYPICAL CROSS SECTION



BIT. CONCRETE PAVEMENT, CURB AND SIDEWALK TYPICAL CROSS SECTION

ASSESSORS MAP: 220
PARCEL NUMBER: 2
ZONING DISTRICT: AAA

APPLICANT:
ANDY SOUMELIDIS, PE
LANDTECH
518 RIVERSIDE AVENUE
WESTPORT, CT 06880
203-454-2110

OWNER OF RECORD:
TOWN OF FAIRFIELD
ADM & PUB BLDGS
725 OLD POST ROAD
FAIRFIELD, CT 06824

REPLACEMENT TENNIS COURTS

II/7/22
REVISION DATE
REVISED PER BID RFI #1
ISSUE

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518 RIVERSIDE AVENUE • WESTPORT, CT 06880 • 203-454-2110
HELLO@LANDTECHCONSULT.COM • WWW.LANDTECHCONSULT.COM

PREPARED FOR:

TOWN OF FAIRFIELD

PROJECT LOCATION:

**1680 REDDING ROAD
FAIRFIELD, CT**

PROJECT TITLE:

**DWIGHT ELEMENTARY SCHOOL
TENNIS COURT IMPROVEMENTS**

DRAWING TITLE:

NOTES AND DETAILS

PROJECT No. **22313-01**
DATE: **10/14/2022** DESIGNED BY: **CL** CHECKED BY: **AS**
SCALE:

N.T.S.

PROJECT STATUS:

**BID DOCUMENTS
NOT FOR CONSTRUCTION**

C-2.0A

GENERAL NOTES

- EXISTING STRUCTURES & TOPOGRAPHIC INFORMATION FOR 1147 FAIRFIELD WOODS ROAD TAKEN FROM CT ECO 2016 LIDAR DATA.
- DATUM: NAVD88
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND PIPING, UTILITIES, AND OTHER FEATURES ARE TAKEN FROM EXISTING AS-BUILT MAPPING AND OTHER SOURCES OF INFORMATION AND ARE APPROXIMATE. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. IN ADDITION, THERE MAY BE OTHER UNDERGROUND PIPING, UTILITIES, AND OTHER FEATURES PRESENT THAT ARE NOT SHOWN. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE PRESENCE OF ANY OF THESE EXISTING ELEMENTS BY WHATEVER MEANS NECESSARY AND PROTECTING THESE ELEMENTS AS REQUIRED OR RELOCATING THEM IF THEY ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALL "CALL BEFORE YOU DIG," 1-800-922-4455, THREE FULL WORKING DAYS PRIOR TO ANY EXCAVATION WORK ON THE PROPERTY.
- THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A FEMA DESIGNATED FLOOD ZONE.
- SELECTED CONTRACTOR SHALL BE AN APPROVED MEMBER OF THE AMERICAN SPORTS BUILDERS ASSOCIATION.
- IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER OF RECORD'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
- APPROVAL OF THESE PLANS BY THE TOWN OF FAIRFIELD OR ITS AGENTS SHALL NOT RELIEVE THE CONTRACTOR OR THE APPLICANT FROM THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE REVISIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AND TOWN OF FAIRFIELD FOR REVIEW AND APPROVAL.
- PRIOR TO BEGINNING ANY CONSTRUCTION ON SITE, A PRE-CONSTRUCTION MEETING IS REQUIRED WITH THE ENGINEER OF RECORD, CONTRACTOR AND REPRESENTATIVE OF THE TOWN OF FAIRFIELD. CONTACT THE TOWN OF FAIRFIELD PARKS AND RECREATION DEPARTMENT AT (203) 256-3191.
- HOURS OF EXTERIOR CONSTRUCTION ON THE PROJECT SITE SHALL BE LIMITED TO 7:00 A.M. TO 7:00 P.M. MONDAY THROUGH FRIDAY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS APPROVED PLAN. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER OF RECORD AND APPROVED BY THE TOWN OF FAIRFIELD.
- THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
- THE CONTRACTOR /OWNER AGREES:
 - THE JOB SITE SHALL BE CLEAN AT THE END OF EACH PHASE OF WORK.
 - TO BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL IN A TIMELY MANNER.
 - TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES.
 - TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB.
 - TO BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL, PERMITS, RETESTING, AND INSPECTIONS.
 - UNLESS OTHERWISE NOTED, ALL EXCESS SOILS AND MATERIALS SHALL BE LAWFULLY DISPOSED OF OFFSITE.
- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- ALL DISTURBED AREAS SHALL BE RESTORED AND STABILIZED WITH TOPSOIL AND SEED.

FENCE REPLACEMENT REQUIREMENTS

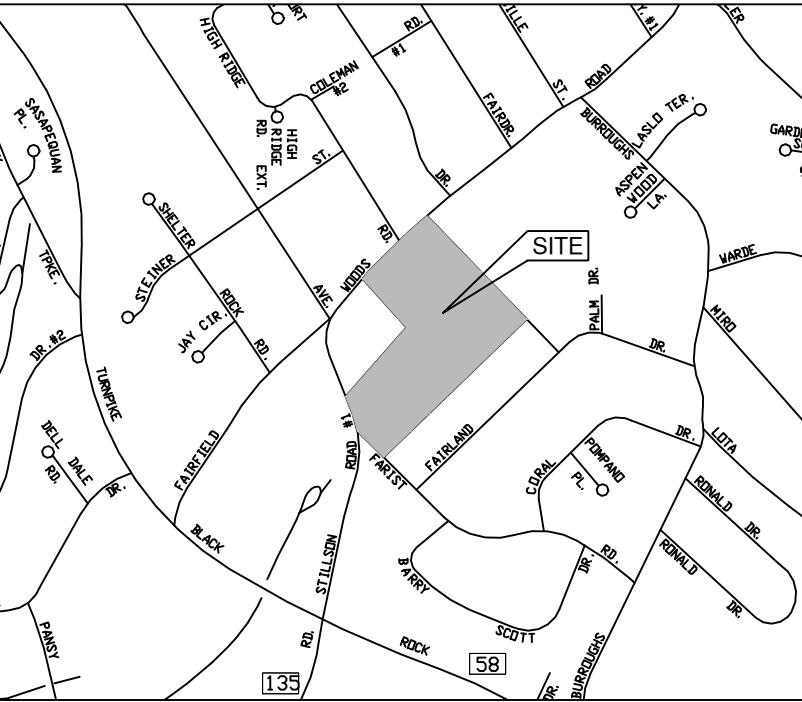
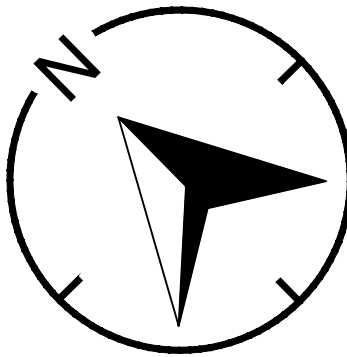
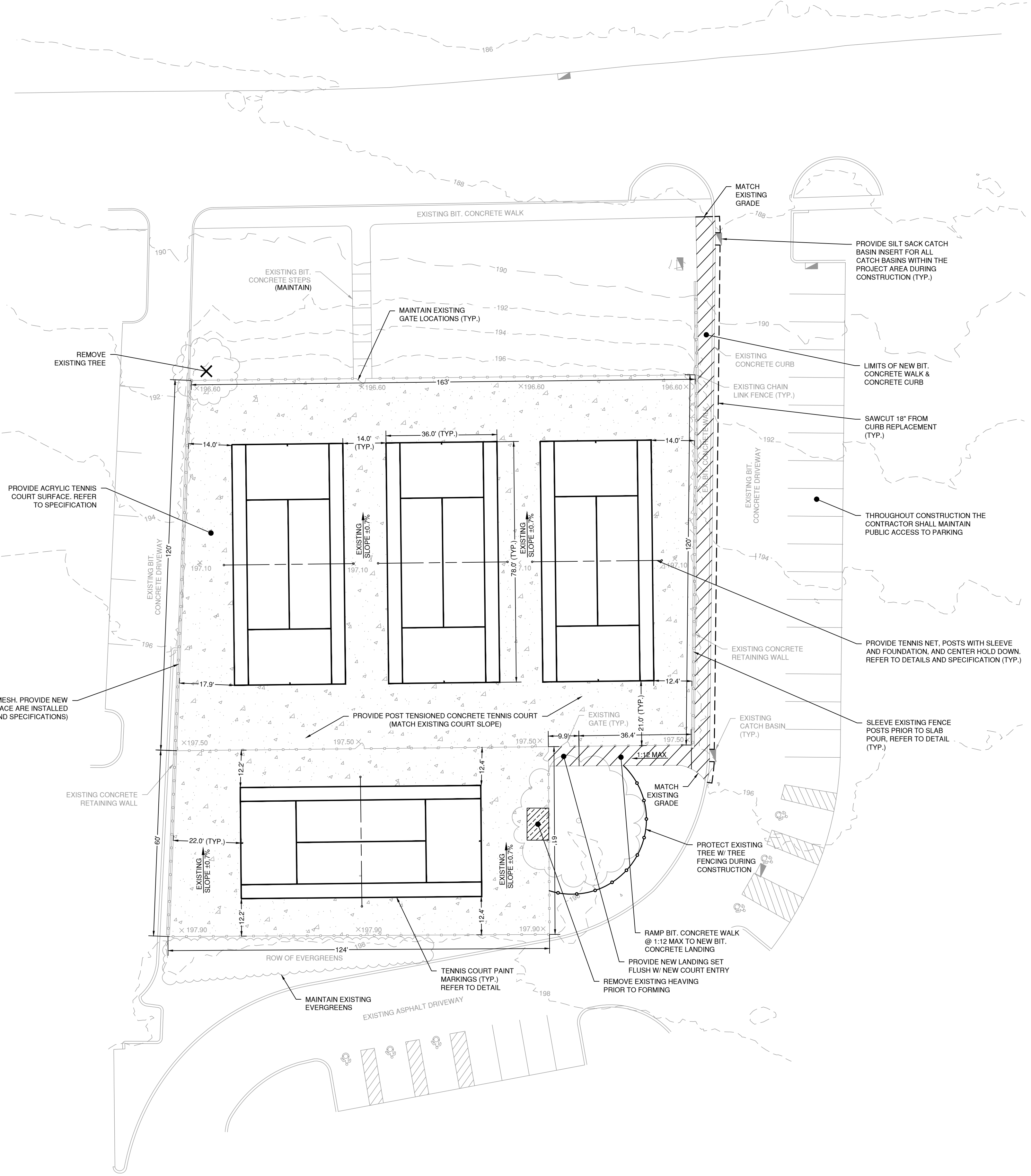
- EXISTING LINEAR FOOTAGE OF FENCING = ±825 LF
- ALL DAMAGED POST AND RAILS SHALL BE REPLACED AS NEEDED.
- EXISTING POSTS THAT DON'T REQUIRE REPLACEMENT SHALL BE REUSED AND PAINTED BLACK.
- EXISTING CHAIN LINK MESH SHALL BE REMOVED AND PROPERLY DISPOSED OF OFFSITE.
- NEW #8 GALVANIZED 2" MESH 8 FT. HIGH BLACK VINYL COATED CHAIN LINK SHALL BE INSTALLED ONTO THE EXISTING FENCE POSTS AND RAILS.
- ALL EXISTING HARD WIRE SHALL BE PROPERLY RESET PRIOR TO INSTALLING NEW CHAIN LINK MESH.
- SWING GATES SHALL BE RAISED UP AS REQUIRED TO PROVIDE SPACING FOR THE NEW CONCRETE PICKLEBALL COURTS. HARDWARE SHALL BE PROPERLY RESET.

PRODUCT SPECIFICATIONS

- TENNIS NET POSTS:
EDWARDS 3" - CLASSIC ROUND TENNIS NET POSTS (BLACK) WITH GROUND SLEEVES (OR APPROVED EQUAL).
- TENNIS NETS:
EDWARDS 40LS TENNIS NET HEIGHT - 3.5MM BRAIDED POLYETHYLENE NET BODY FEATURING A HEAVY DUTY 155MM POLYESTER HEADBAND AND 6 ROWS OF DOUBLE NETTING. INCLUDES 5/8" FIBERGLASS DOWELS, TAPERED CENTER AND CENTER STRAP. 42' LENGTH ONLY. (OR APPROVED EQUAL).

ALTERNATES

- WINDSCREEN:
PERMASCREEN 70 IS A VINYL COATED POLYESTER REINFORCED WITH 160Z VINYL TAPE WITH BRASS GROMMETS AT MAX 12" INTERVALS. PERMASCREEN 70 WIND SCREEN COLOR BLACK OR ACCEPTED ALTERNATE SHALL BE INSTALLED ONTO THE CHAIN LINK MESH PER THE SPECIFICATIONS AFTER FENCE REPAIR AND REPLACEMENTS HAVE BEEN COMPLETED.



LOCATION MAP
(NTS)

ASSESSORS MAP: 74
PARCEL NUMBER: 5
ZONING DISTRICT: R-3

APPLICANT:
ANDY SOUMELIDIS, PE
LANDTECH
518 RIVERSIDE AVENUE
WESTPORT, CT 06880
203-454-2110

OWNER OF RECORD:
TOWN OF FAIRFIELD
ADM & PUB BLDGS
725 OLD POST ROAD
FAIRFIELD, CT 06824

REPLACEMENT TENNIS COURTS

11/7/22	REVISED PER BID RFI #1
REVISION DATE	ISSUE

LANDTECH

SITE/CIVIL • ENVIRONMENTAL • SURVEYING • PLANNING
518 RIVERSIDE AVENUE • WESTPORT, CT 06880 • 203-454-2110
HELLO@LANDTECHCONSULT.COM • WWW.LANDTECHCONSULT.COM

PREPARED FOR:

TOWN OF FAIRFIELD

PROJECT LOCATION:

1147 FAIRFIELD WOODS ROAD
FAIRFIELD, CT

PROJECT TITLE:

FAIRFIELD WOODS MIDDLE SCHOOL
TENNIS COURT IMPROVEMENTS

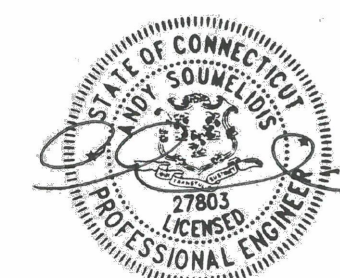
DRAWING TITLE:

SITE DEVELOPMENT PLAN

PROJECT No. 22314-01		
DATE: 10/14/2022	DESIGNED BY: CL	CHECKED BY: AS
SCALE: 1" = 20'		
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PROJECT STATUS:

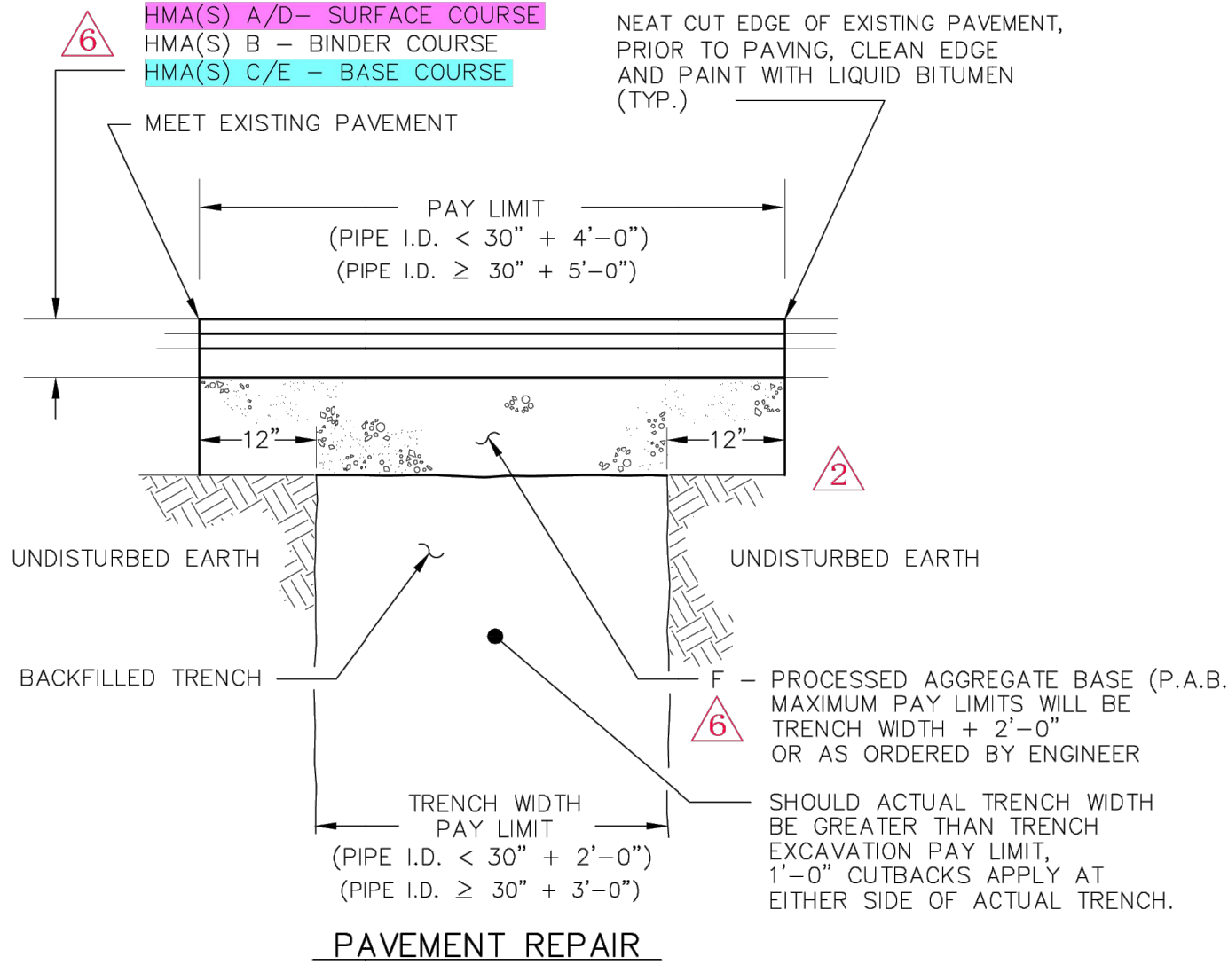
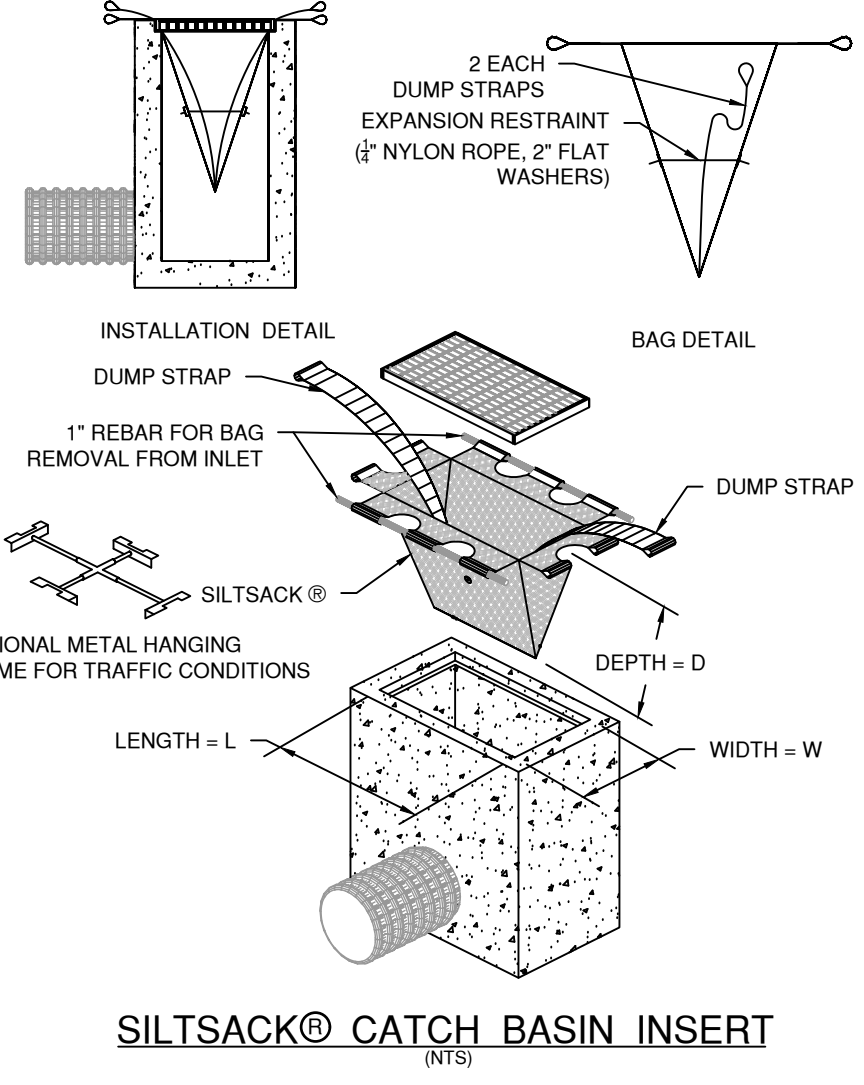
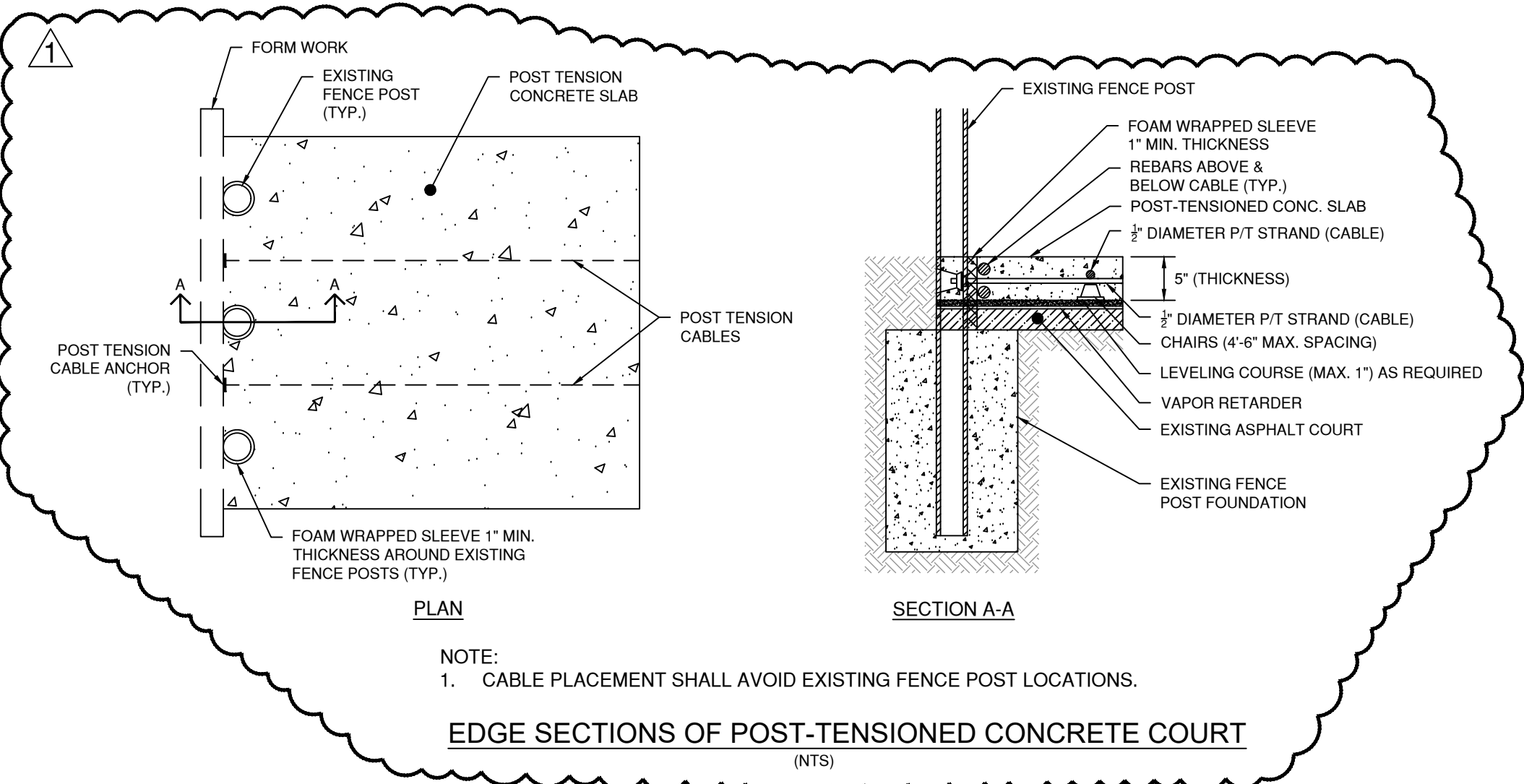
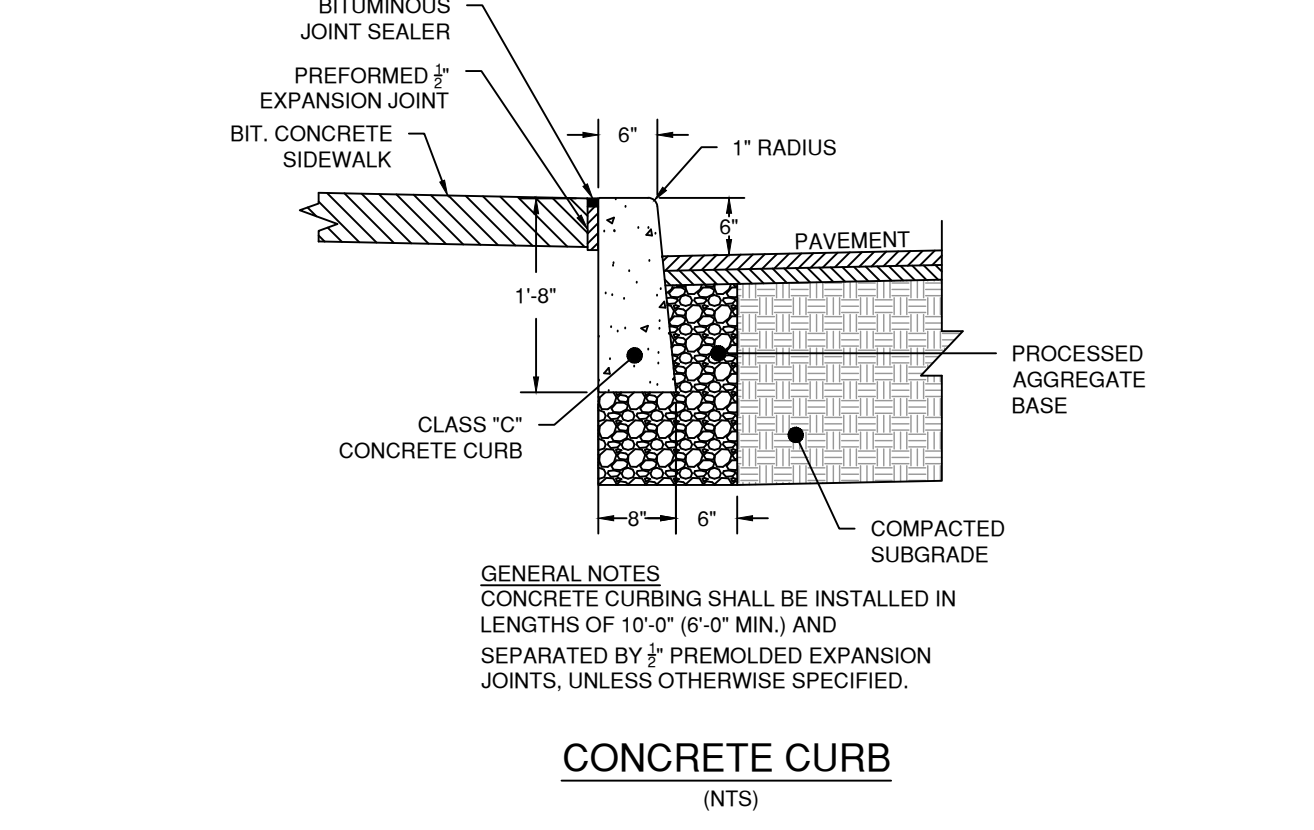
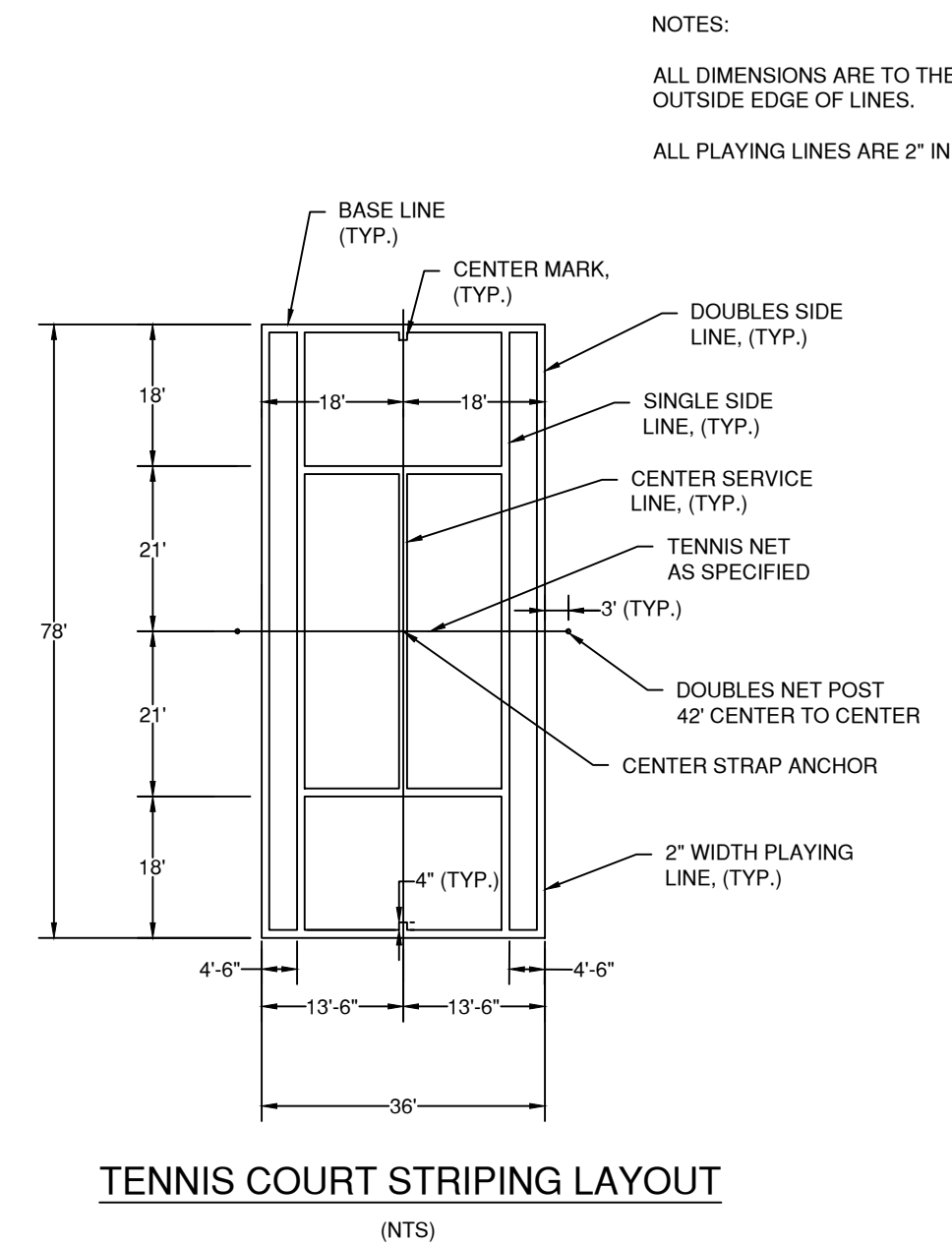
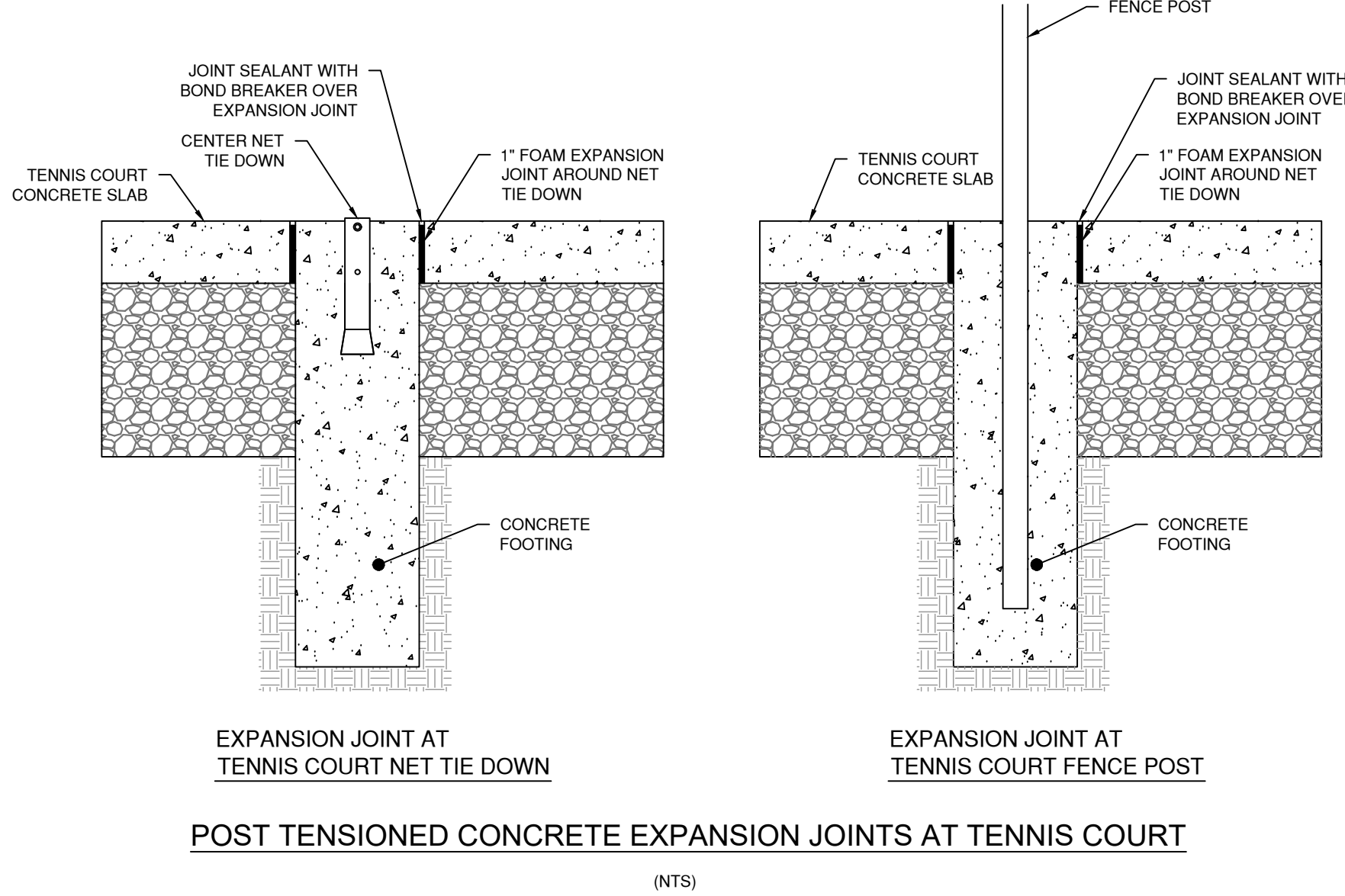
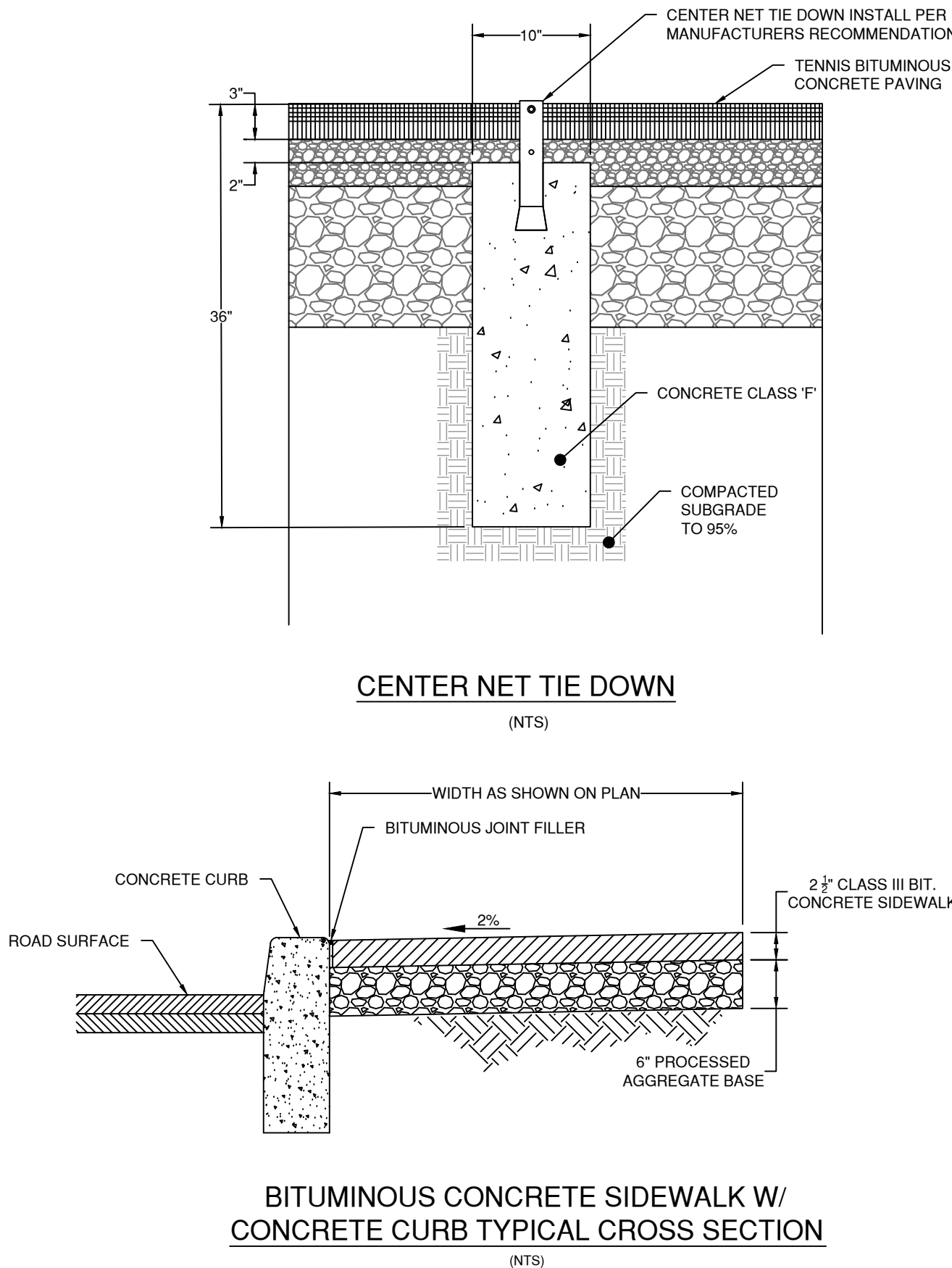
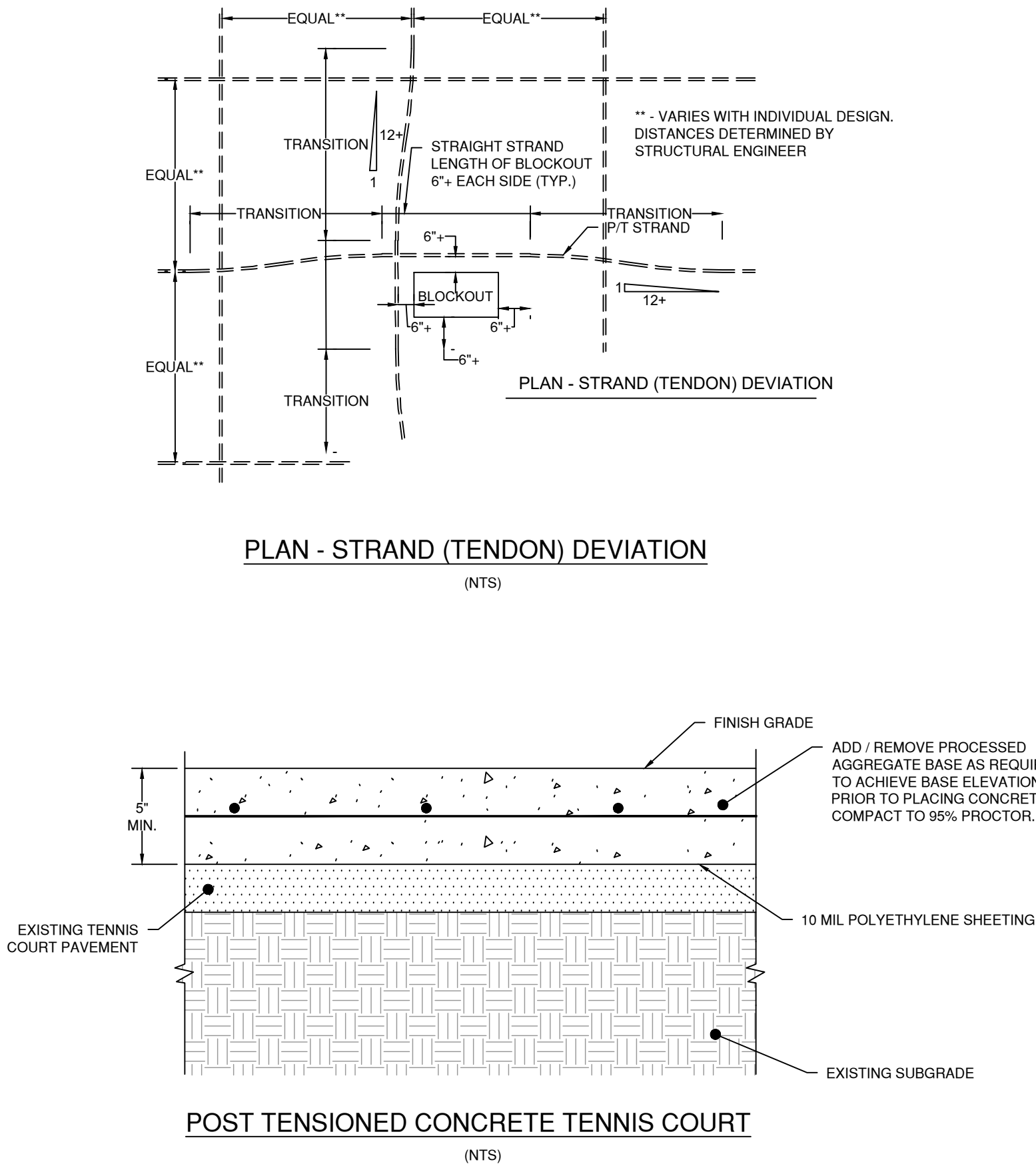
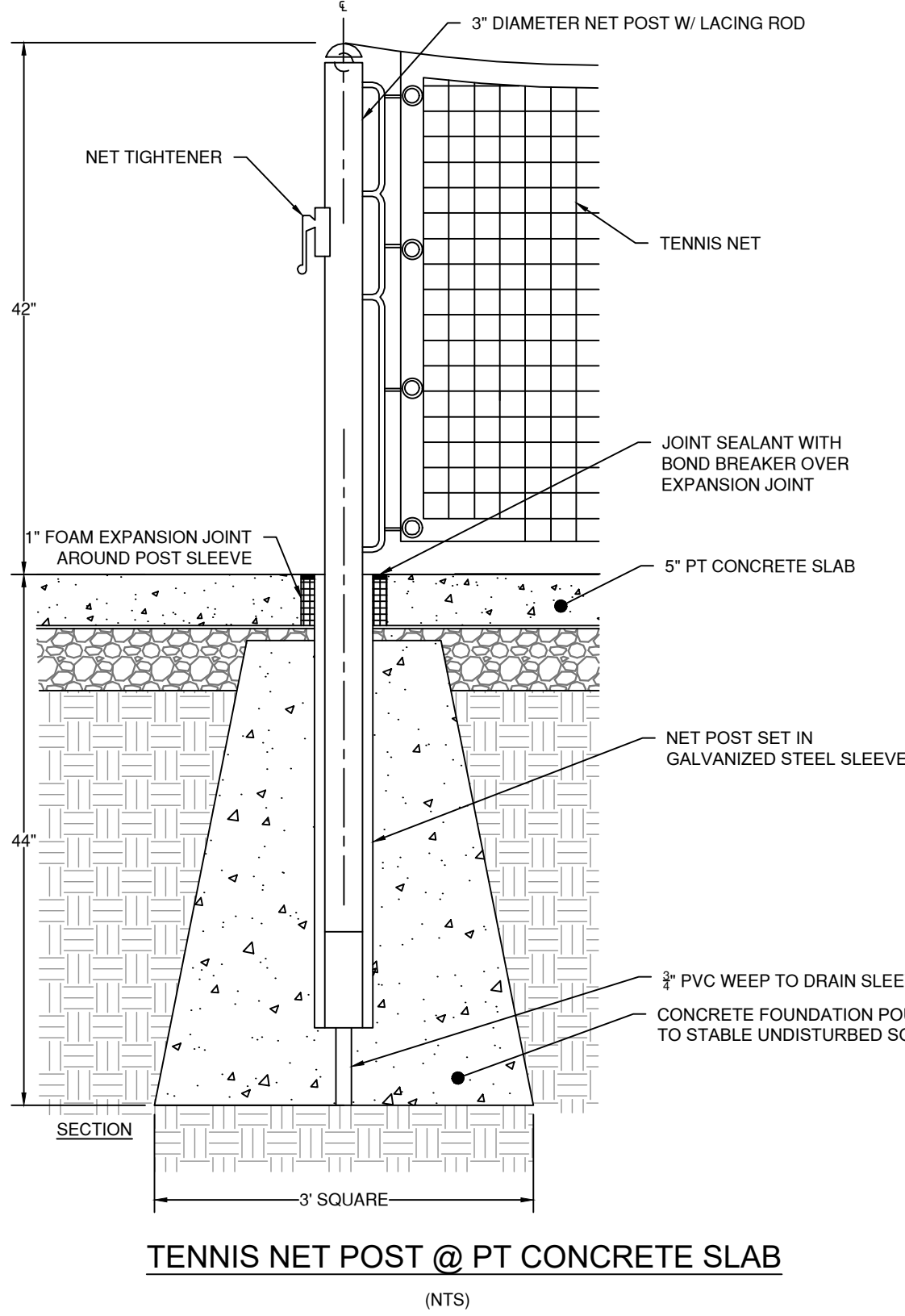
BID DOCUMENTS
NOT FOR CONSTRUCTION



C-1.0B

GENERAL EROSION AND SEDIMENT CONTROL NOTES

1. LAND DISTURBANCE WILL BE KEPT TO A MINIMUM; RESTABILIZATION WILL BE SCHEDULED AS SOON AS POSSIBLE.
2. SILT FENCE WILL BE INSTALLED ALONG THE TOE OF ALL CRITICAL CUT AND FILL SLOPES, SOIL STOCKPILE AREAS, AND IN THOSE AREAS SHOWN ON THE PLAN.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE STATE OF CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL, 2002.
4. EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED PRIOR TO LAND DISTURBANCE WHENEVER POSSIBLE.
5. ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE PROPERLY MAINTAINED UNTIL STABILIZATION HAS BEEN ACHIEVED.
6. ADDITIONAL CONTROL MEASURES WILL BE INSTALLED DURING THE CONSTRUCTION PERIOD IF NECESSARY OR REQUIRED. A MINIMUM OF 50 FEET OF SILT FENCE SHALL BE STORED AT THE SITE FOR EMERGENCY USE.
7. ANY EXCAVATIONS THAT MUST BE DEWATERED WILL BE PUMPED INTO AN ACTIVE DRAINAGE SYSTEM OR DISPERSED IN AN UNDISTURBED FIELD AREA. THE INLETS OF ALL PUMPS ARE TO BE FLOATED A MINIMUM OF 24 INCHES OFF THE BOTTOM OF THE EXCAVATION.
8. WATER AND CALCIUM CHLORIDE SHALL BE APPLIED TO UNPAVED ACCESSWAYS TO PREVENT WIND GENERATED SEDIMENTS AND DUST.
9. DEBRIS AND OTHER WASTES RESULTING FROM EQUIPMENT MAINTENANCE AND CONSTRUCTION ACTIVITIES WILL NOT BE DISCARDED ON-SITE.
10. SEDIMENT REMOVED FROM CONTROL STRUCTURES WILL BE DISPOSED OF IN A MANNER WHICH IS CONSISTENT WITH INTENT OF THE PLAN.
11. SILT FENCES SHALL HAVE SEDIMENT REMOVED WHEN THE DEPTH OF THE SEDIMENT IS EQUAL TO 1/4 TO 1/2 THE HEIGHT OF THE FENCE. FENCES SHALL BE PROPERLY INSTALLED AND RIPPED FENCE OR BROKEN POSTS REPAIRED AS SOON AS PRACTICAL.
12. ANTI-TRACKING PADS AND GRAVEL CHECK DAMS SHALL BE REPLACED WHEN VOID SPACES ARE FULL OR STRUCTURES ARE BREACHED, AS APPLICABLE.
13. TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AND THE SOIL SURFACE STABILIZED WHEN CONSTRUCTION IS COMPLETE AND THE SOIL SURFACES ARE PERMANENTLY STABILIZED. STRUCTURAL COMPONENTS SHALL BE CLEANED OF ALL SEDIMENT UPON COMPLETION OF CONSTRUCTION.
14. THE OWNER IS ASSIGNED THE RESPONSIBILITY FOR IMPLEMENTING THIS EROSION AND SEDIMENT CONTROL PLAN. THIS RESPONSIBILITY INCLUDES INSTALLATION AND MAINTENANCE OF CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED ON THE CONSTRUCTION SITE OF THE REQUIREMENTS AND OBJECTIVES OF THE PLAN, NOTIFYING THE PLANNING AND ZONING COMMISSION OF ANY TRANSFER OF THIS RESPONSIBILITY, AND FOR CONVEYING A COPY OF THE EROSION AND SEDIMENT PLAN IF AND WHEN THE TITLE OF LAND IS TRANSFERRED.



	A	B	C	D	E	F	
	A - E X"=STONE SIZE & (Y)=LEVEL e.g. 0.50\"(2)						
	0.375\"(2)	0.50\"(2)	1.00\"(2)	0.50\"(3)	1.00\"(3)	P.A.B.	
STATE ROAD				3"	6"	12"	
MAJOR ARTERIAL				4"	6"	14"	
MINOR ARTERIAL	1.5"	2"	3"			12"	
COLLECTOR	1.5"	1.5"	3"			12"	
LOCAL	3"					12"	
							ALLOWABLE UNCOMPACTED THICKNESS PER LIFT:
							STONE SIZE LIFT THICKNESS
							MIN. MAX.
							0.375" 1.5" 2"
							0.50" 1.75" 2.5"
							1.00" 3.0" 5.0"

ASSESSORS MAP: 74
PARCEL NUMBER: 5
ZONING DISTRICT: R-3

APPLICANT:
ANDY SOUMELIDIS, PE
LANDTECH
518 RIVERSIDE AVENUE
WESTPORT, CT 06880
203-454-2110

OWNER OF RECORD:
TOWN OF FAIRFIELD
ADM & PUB BLDGS
725 OLD POST ROAD
FAIRFIELD, CT 06824

REPLACEMENT TENNIS COURTS

11/7/22

REVISED PER BID RF1 #1

REVISION DATE

ISSUE

LANDTECH

SITE/CIVIL • ENVIRONMENTAL • SURVEYING • PLANNING

518 RIVERSIDE AVENUE • WESTPORT, CT 06880 • 203-454-2110

HELLO@LANDTECHCONSULT.COM • WWW.LANDTECHCONSULT.COM

PREPARED FOR:

TOWN OF FAIRFIELD

PROJECT LOCATION:

1147 FAIRFIELD WOODS ROAD
FAIRFIELD, CT

PROJECT TITLE:

FAIRFIELD WOODS MIDDLE SCHOOL
TENNIS COURT IMPROVEMENTS

NOTES AND DETAILS

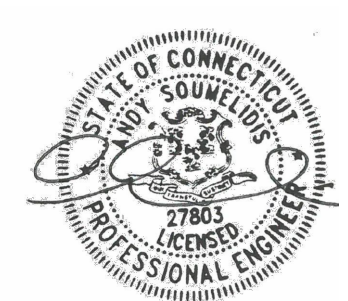
PROJECT No. 22314-01

DATE: 10/14/2022 DESIGNED BY: CL CHECKED BY: AS

SCALE: N.T.S.

PROJECT STATUS:

BID DOCUMENTS
NOT FOR CONSTRUCTION



C-2.0B

GENERAL NOTES

- EXISTING STRUCTURES & TOPOGRAPHIC INFORMATION FOR 225 MELVILLE AVENUE TAKEN FROM CT ECO 2016 LIDAR DATA.
- DATUM: NAVD88
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND PIPING, UTILITIES, AND OTHER FEATURES ARE TAKEN FROM EXISTING AS-BUILT MAPPING AND OTHER SOURCES OF INFORMATION AND ARE APPROXIMATE. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. IN ADDITION, THERE MAY BE OTHER UNDERGROUND PIPING, UTILITIES, AND OTHER FEATURES PRESENT THAT ARE NOT SHOWN. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE PRESENCE OF ANY OF THESE EXISTING ELEMENTS BY WHATEVER MEANS NECESSARY AND PROTECTING THESE ELEMENTS AS REQUIRED OR RELOCATING THEM IF THEY ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALL "CALL BEFORE YOU DIG," 1-800-922-4455, THREE FULL WORKING DAYS PRIOR TO ANY EXCAVATION WORK ON THE PROPERTY.
- THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A FEMA DESIGNATED FLOOD ZONE.
- SELECTED CONTRACTOR SHALL BE AN APPROVED MEMBER OF THE AMERICAN SPORTS BUILDERS ASSOCIATION.
- IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER OF RECORD'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
- APPROVAL OF THESE PLANS BY THE TOWN OF FAIRFIELD OR ITS AGENTS SHALL NOT RELIEVE THE CONTRACTOR OR THE APPLICANT FROM THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE REVISIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AND TOWN OF FAIRFIELD FOR REVIEW AND APPROVAL.
- PRIOR TO BEGINNING ANY CONSTRUCTION ON SITE, A PRE-CONSTRUCTION MEETING IS REQUIRED WITH THE ENGINEER OF RECORD, CONTRACTOR AND REPRESENTATIVE OF THE TOWN OF FAIRFIELD. CONTACT THE TOWN OF FAIRFIELD PARKS AND RECREATION DEPARTMENT AT (203) 256-3191.
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- THE CONTRACTOR /OWNER AGREES:
 - THE JOB SITE SHALL BE CLEAN AT THE END OF EACH PHASE OF WORK.
 - TO BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL IN A TIMELY MANNER.
 - TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES.
 - TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB.
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- ALL DISTURBED AREAS SHALL BE RESTORED AND STABILIZED WITH TOPSOIL AND SEED.

FENCE REPLACEMENT REQUIREMENTS

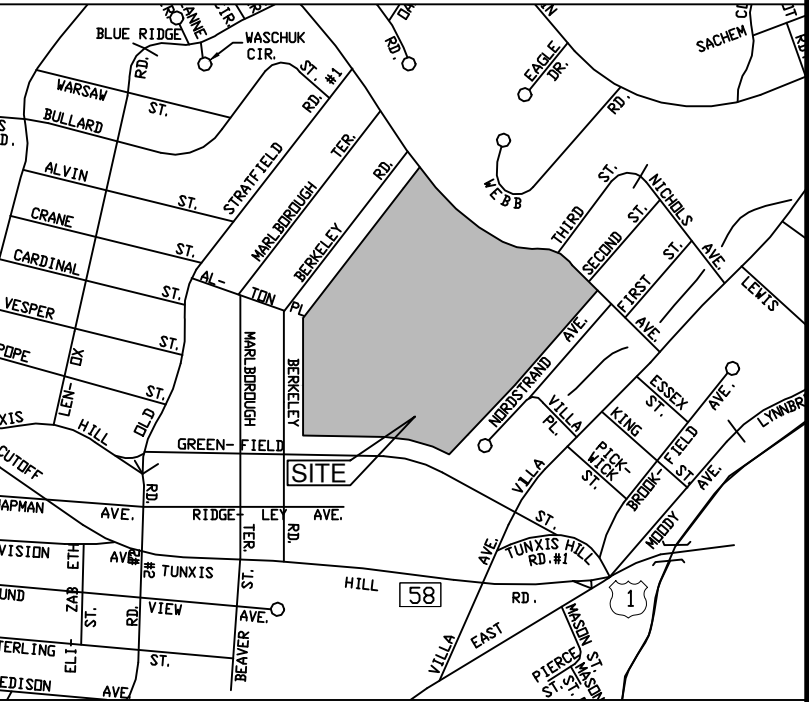
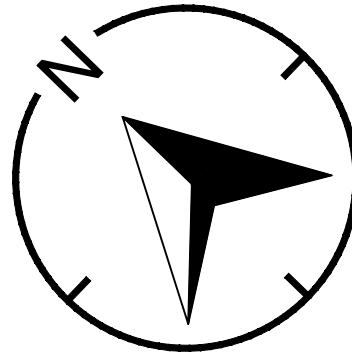
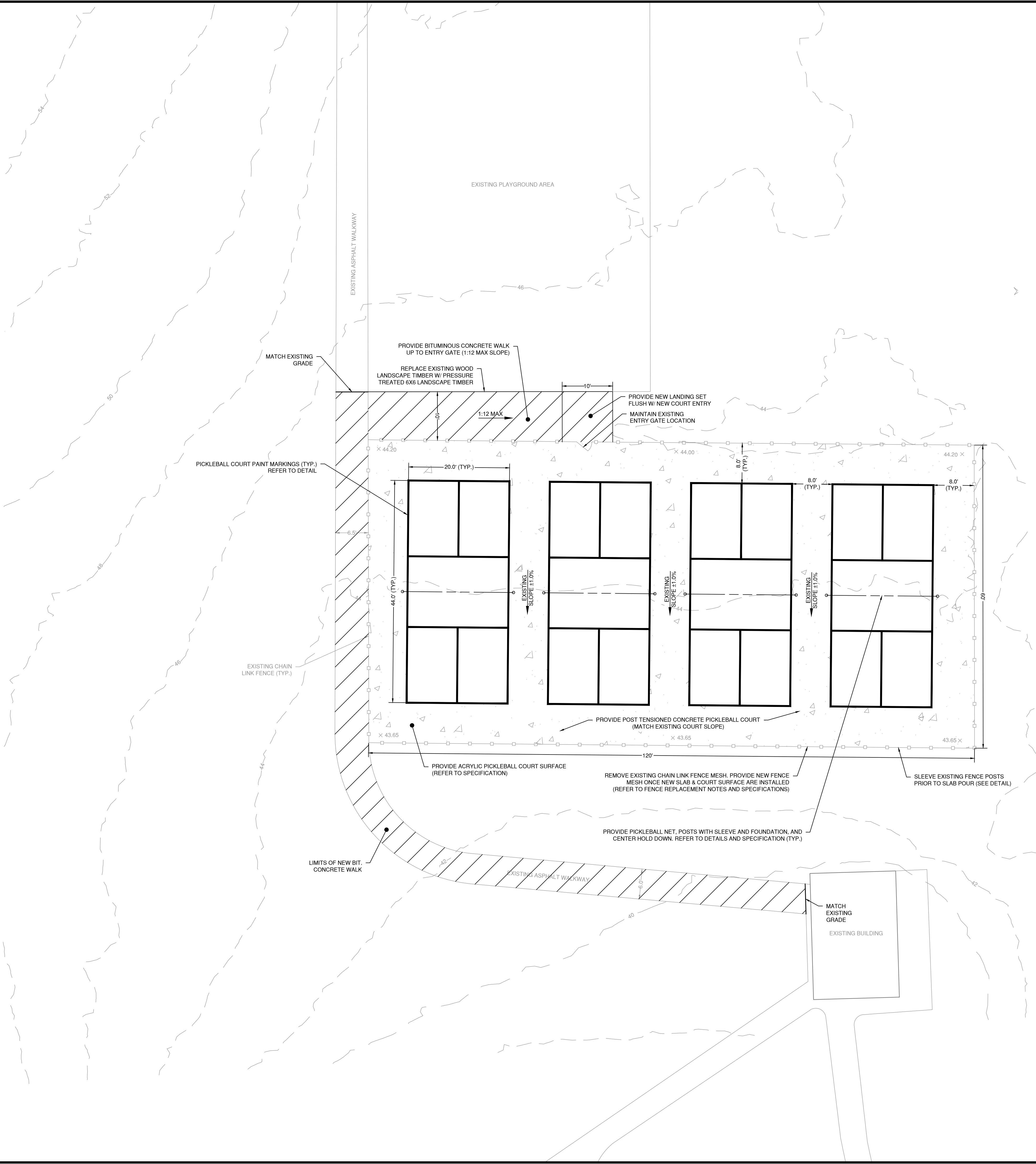
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- SWING GATES SHALL BE RAISED UP AS REQUIRED TO PROVIDE SPACING FOR THE NEW CONCRETE PICKLEBALL COURTS. HARDWARE SHALL BE PROPERLY RESET.

PRODUCT SPECIFICATIONS

- PICKLEBALL NET POSTS:
EDWARDS 3" - CLASSIC ROUND PICKLEBALL NET POSTS (BLACK) WITH GROUND SLEEVES (OR APPROVED EQUAL)
- PICKLEBALL NETS:
EDWARDS PICKLEBALL NET (36") HEIGHT PROFESSIONAL GRADE EDWARDS PICKLEBALL NETS THAT CONFORM TO IFP & IFP REGULATIONS RESPECTIVELY. THESE OUTDOOR PICKLEBALL NETS & PADDLE TENNIS NETS FEATURE A PREMIUM 3.5 MM BRAIDED, KNOTLESS NYLON NETTING WITH 1 3/4" SQUARE MESH, HEAVY DUTY VINYL COATED HEADBAND, 5/8" DIAMETER FIBERGLASS DOWELS (OR APPROVED EQUAL)

ALTERNATES

- WINDSCREEN:
PERMASCREEN 70 IS A VINYL COATED POLYESTER REINFORCED WITH 160Z VINYL TAPE WITH BRASS GROMMETS AT MAX 12" INTERVALS. PERMASCREEN 70 WIND SCREEN COLOR BLACK OR ACCEPTED ALTERNATE SHALL BE INSTALLED ONTO THE CHAIN LINK MESH PER THE SPECIFICATIONS AFTER FENCE REPAIR AND REPLACEMENTS HAVE BEEN COMPLETED.



LOCATION MAP
(NTS)

ASSESSORS MAP: #42
PARCEL NUMBER: #48
ZONING DISTRICT: B

APPLICANT:
ANDY SOUMELIDIS, PE
LANDTECH
518 RIVERSIDE AVENUE
WESTPORT, CT 06880
203-454-2110

OWNER OF RECORD:
TOWN OF FAIRFIELD
725 OLD POST ROAD
FAIRFIELD, CT 06824

REPLACEMENT PICKLEBALL COURTS

11/7/22	REVISED PER BID RFI #1
REVISION DATE	ISSUE

LANDTECH

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518 RIVERSIDE AVENUE • WESTPORT, CT 06880 • 203-454-2110
HELLO@LANDTECHCONSULT.COM • WWW.LANDTECHCONSULT.COM

PREPARED FOR:

TOWN OF FAIRFIELD

PROJECT LOCATION:

225 MELVILLE AVENUE
FAIRFIELD, CT

PROJECT TITLE:

TUNXIS HILL PARK PICKLEBALL
COURT IMPROVEMENTS

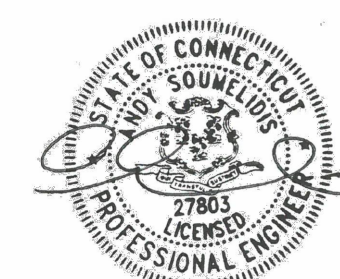
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SITE DEVELOPMENT PLAN

PROJECT No. 22312-01		
DATE: 10/14/2022	DESIGNED BY: CL	CHECKED BY: AS
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IN FEET 0 10 20 30		

PROJECT STATUS:

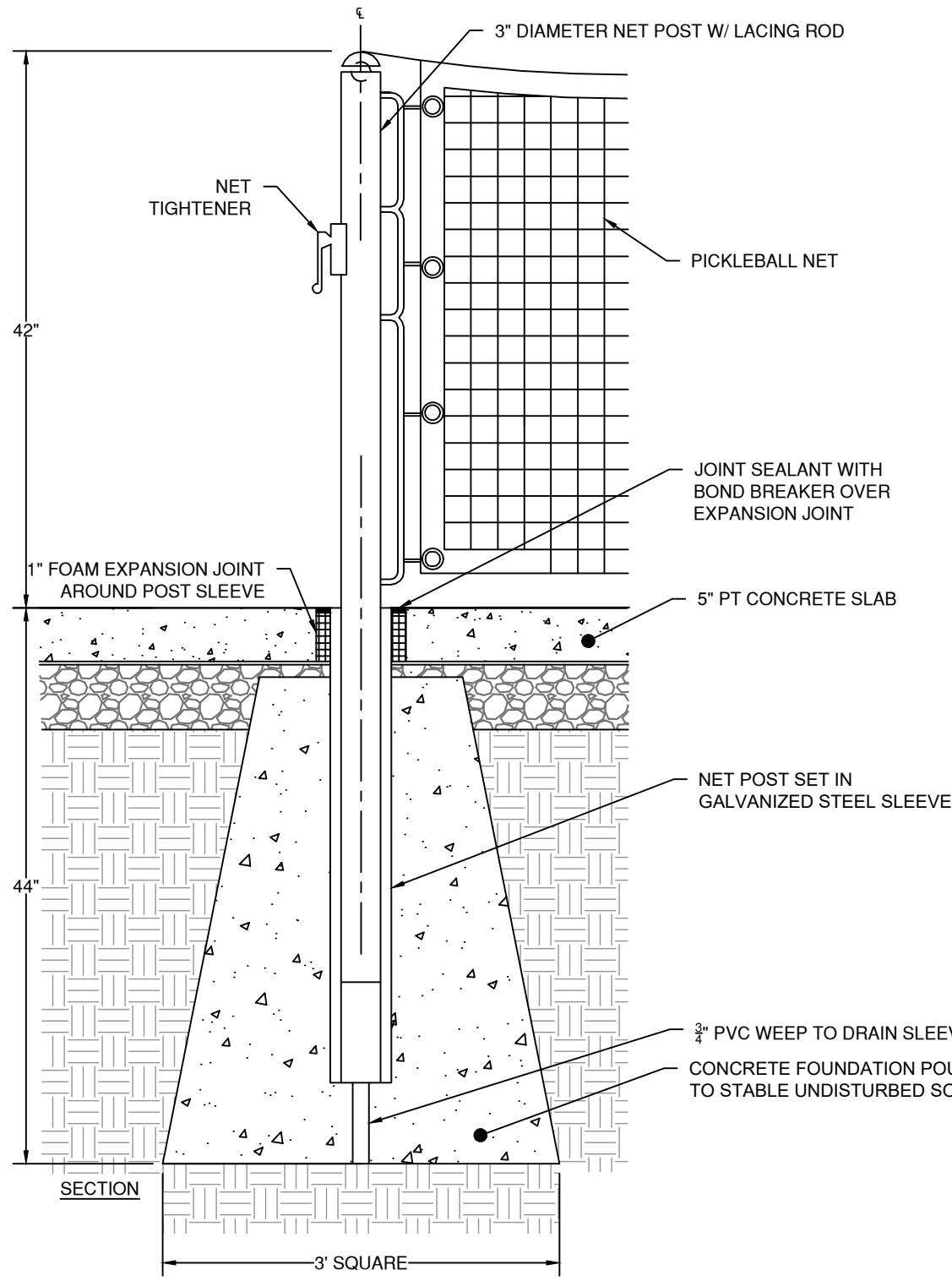
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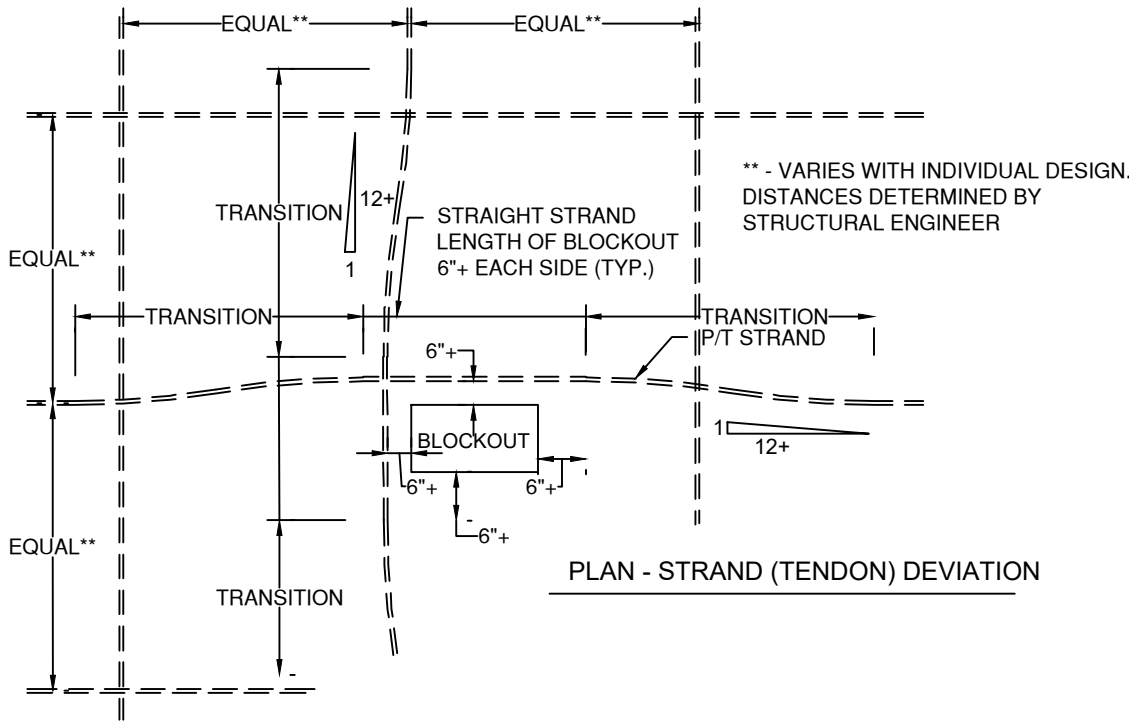
GENERAL EROSION AND SEDIMENT CONTROL NOTES

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12. ANTI-TRACKING PADS AND GRAVEL CHECK DAMS SHALL BE REPLACED WHEN VOID SPACES ARE FULL OR STRUCTURES ARE BREACHED, AS APPLICABLE.
13. TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AND THE SOIL SURFACE STABILIZED WHEN CONSTRUCTION IS COMPLETE AND THE SOIL SURFACES ARE PERMANENTLY STABILIZED. STRUCTURAL COMPONENTS SHALL BE CLEANED OF ALL SEDIMENT UPON COMPLETION OF CONSTRUCTION.
14. THE OWNER IS ASSIGNED THE RESPONSIBILITY FOR IMPLEMENTING THIS EROSION AND SEDIMENT CONTROL PLAN. THIS RESPONSIBILITY INCLUDES INSTALLATION AND MAINTENANCE OF CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED ON THE CONSTRUCTION SITE OF THE REQUIREMENTS AND OBJECTIVES OF THE PLAN, NOTIFYING THE PLANNING AND ZONING COMMISSION OF ANY TRANSFER OF THIS RESPONSIBILITY, AND FOR CONVEYING A COPY OF THE EROSION AND SEDIMENT PLAN IF AND WHEN THE TITLE OF LAND IS TRANSFERRED.



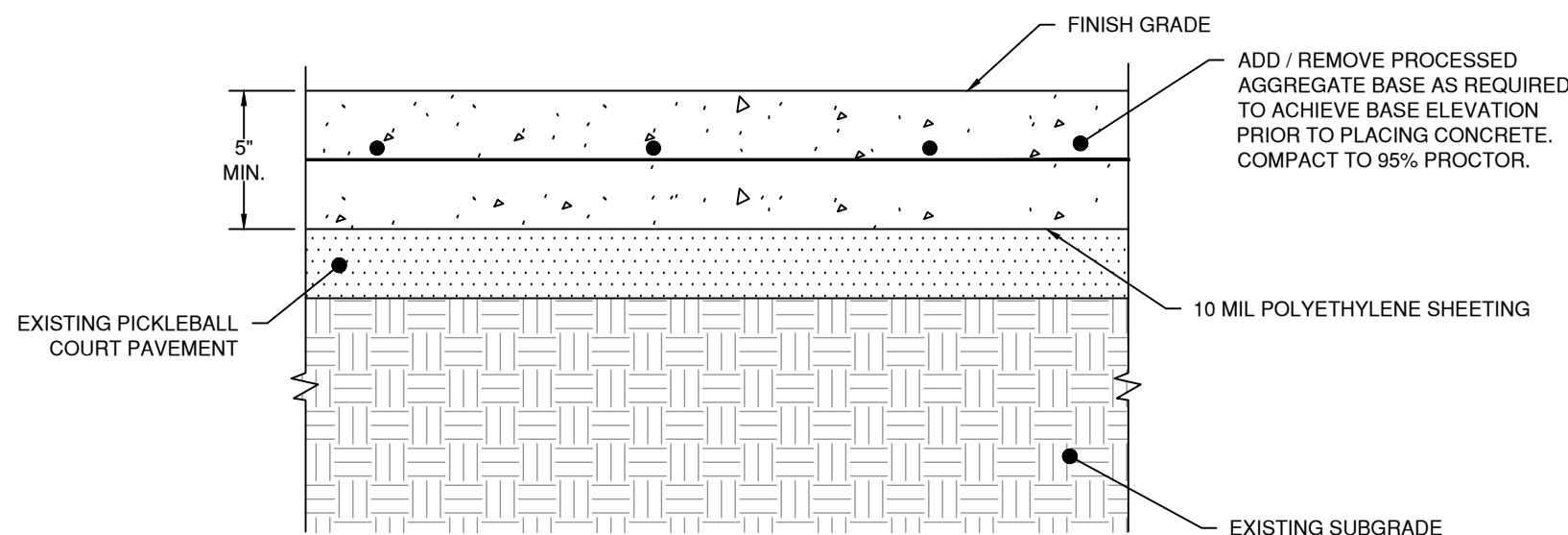
PICKLEBALL NET POST @ PT CONCRETE SLAB

(NTS)



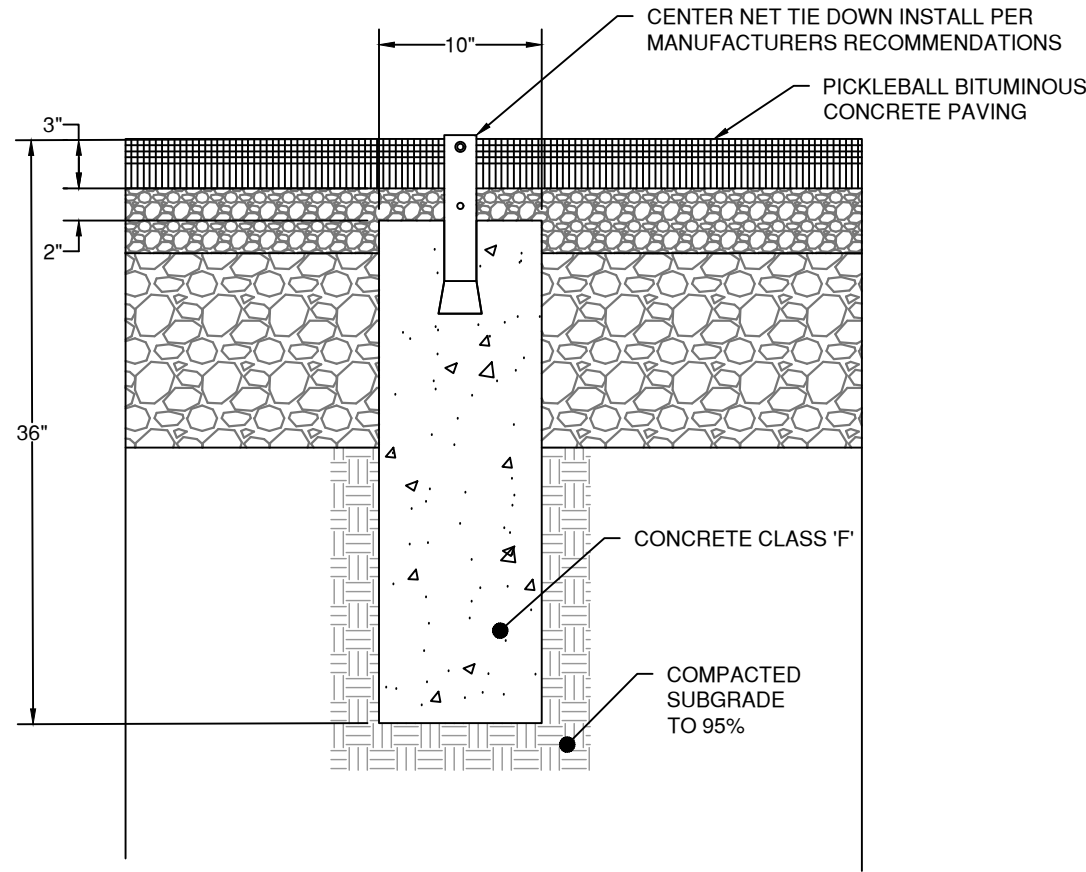
PLAN - STRAND (TENDON) DEVIATION

(NTS)



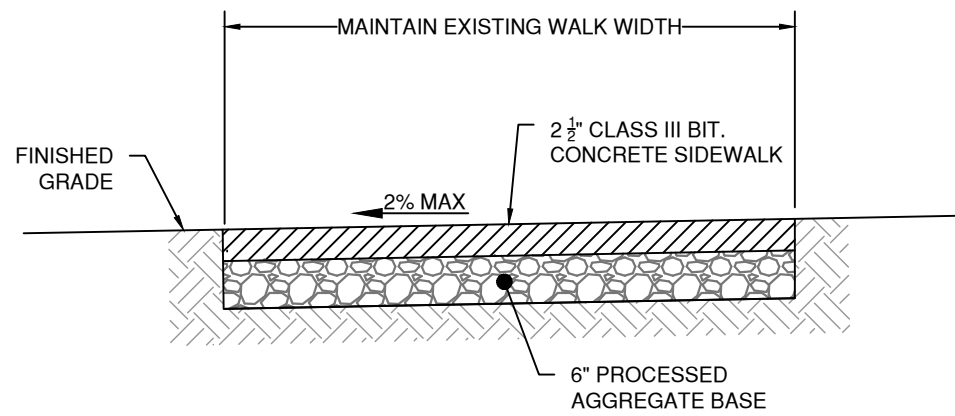
POST TENSIONED CONCRETE PICKLEBALL COURT

(NTS)



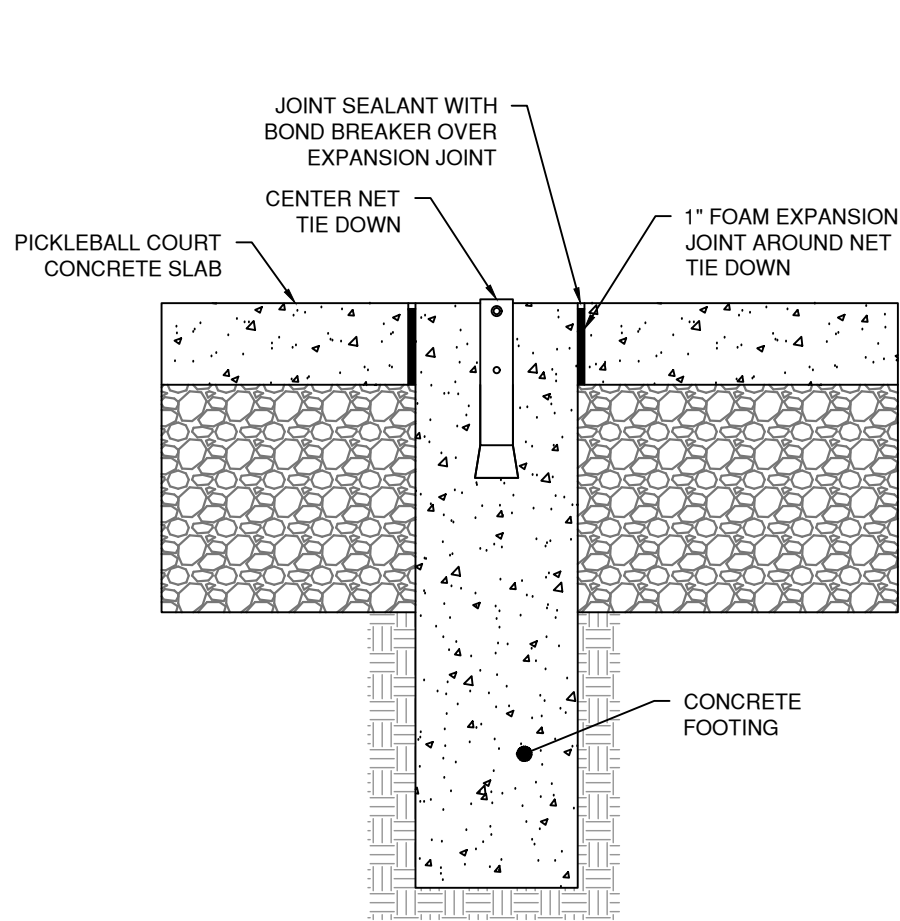
CENTER NET TIE DOWN

(NTS)

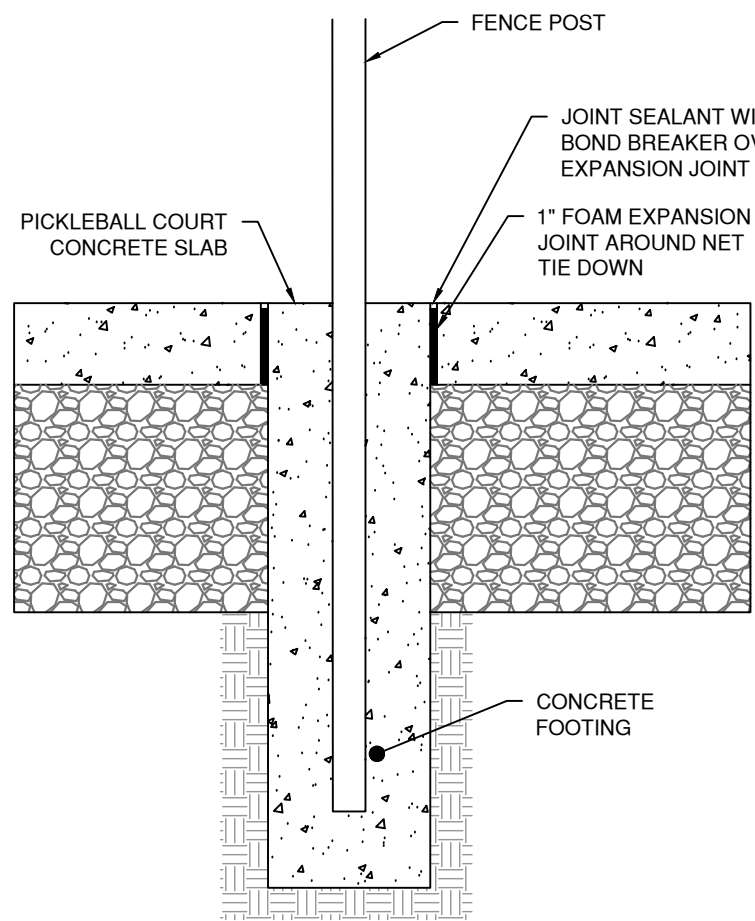


BITUMINOUS CONCRETE SIDEWALK TYPICAL CROSS SECTION

(NTS)

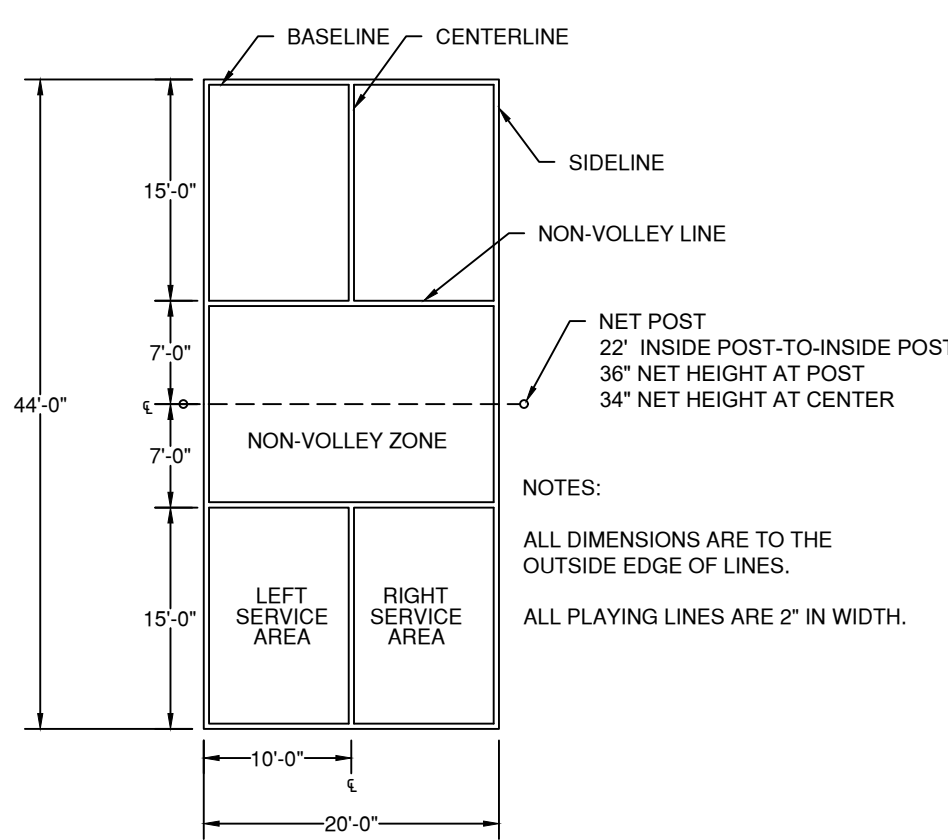


EXPANSION JOINT AT PICKLEBALL COURT NET TIE DOWN



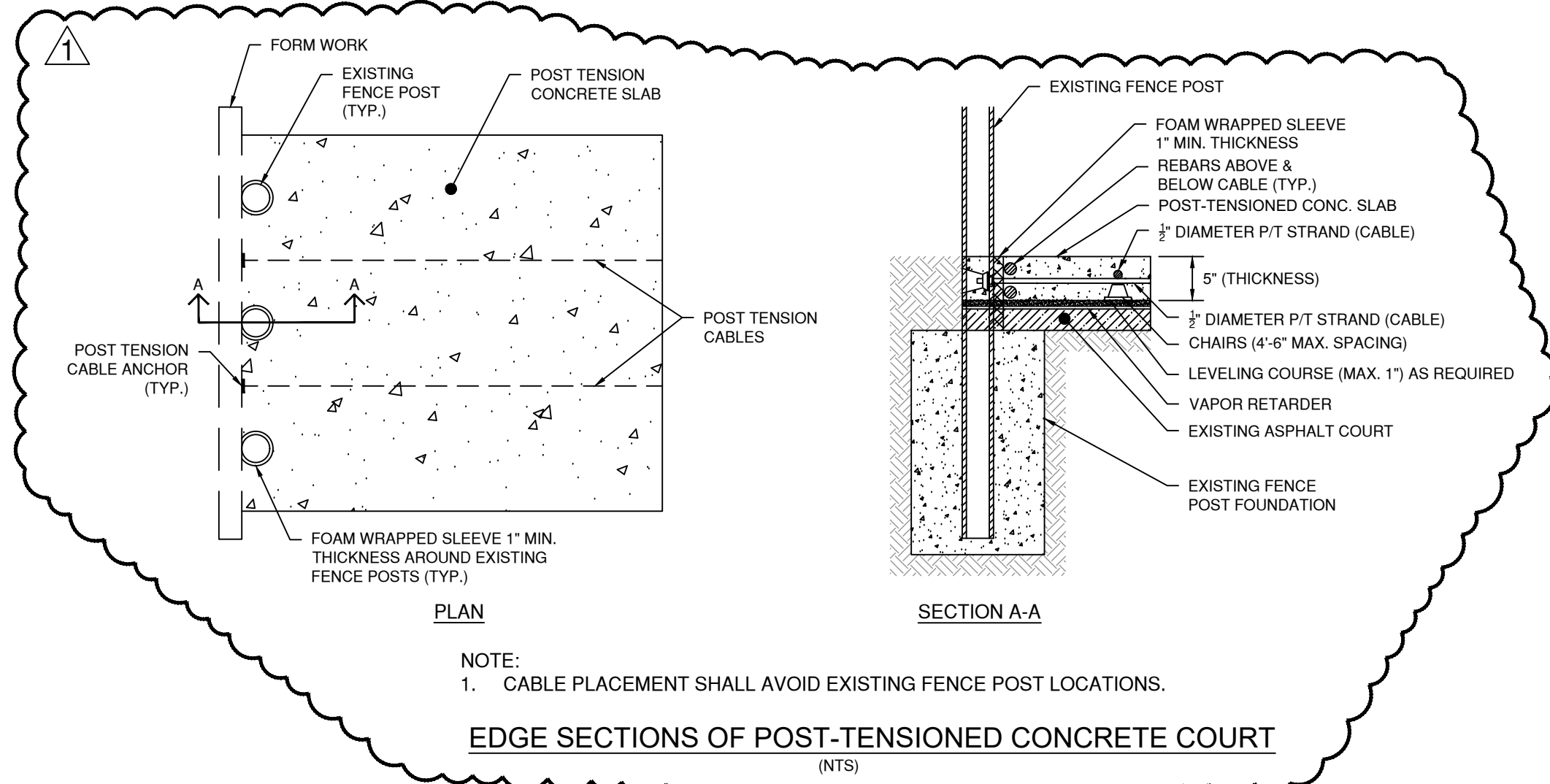
EXPANSION JOINT AT PICKLEBALL COURT FENCE POST

(NTS)



PICKLEBALL COURT STRIPING LAYOUT

(NTS)



EDGE SECTIONS OF POST-TENSIONED CONCRETE COURT

(NTS)

ASSESSORS MAP: #42
PARCEL NUMBER: #48
ZONING DISTRICT: B

APPLICANT:
ANDY SOUMELIDIS, PE
LANDTECH
518 RIVERSIDE AVENUE
WESTPORT, CT 06880
203-454-2110

OWNER OF RECORD:
TOWN OF FAIRFIELD
725 OLD POST ROAD
FAIRFIELD, CT 06824

REPLACEMENT PICKLEBALL COURTS

11/7/22	REVISED PER BID RF1 #1
REVISION DATE	ISSUE

LANDTECH

SITE/CIVIL • ENVIRONMENTAL • SURVEYING • PLANNING
518 RIVERSIDE AVENUE • WESTPORT, CT 06880 • 203-454-2110
HELLO@LANDTECHCONSULT.COM • WWW.LANDTECHCONSULT.COM

PREPARED FOR:

TOWN OF FAIRFIELD

PROJECT LOCATION:

225 MELVILLE AVENUE
FAIRFIELD, CT

PROJECT TITLE:

TUNXIS HILL PARK PICKLEBALL
COURT IMPROVEMENTS

DRAWING TITLE:

NOTES AND DETAILS

PROJECT No. 22312-01

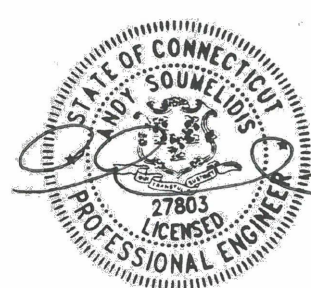
DATE: 10/14/2022	DESIGNED BY: CL	CHECKED BY: AS
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SCALE:

N.T.S.

PROJECT STATUS:

BID DOCUMENTS
NOT FOR CONSTRUCTION



C-2.0C



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

February 7, 2023

Re: Extension of Lease Between Town of Fairfield and Fairfield Indoor Tennis, Inc.

Mr Goeke:

The Town of Fairfield is pleased to extend, upon mutual agreement, the Lease dated May 1, 2021 between the Town as Lessor and Fairfield Indoor Tennis, Inc., as Lessee. The new lease period would begin on or around May 1, 2023 until the Second (2nd) Sunday in September 2023, with an additional two (2) optional one (1) year extensions, for the 2024 and 2025 seasons, upon annual review.

The Town proposes that the rent for the 2023 term, and any subsequent optional extension terms through 2025, be adjusted annually based on the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) 12-month average for the preceding calendar year. The "Rent Payment Date" shall remain the same as outlined in the original lease agreement.

The 2022 annual CPI percent change was +8.0%, therefore the **2023 rent will be Thirty-Three Thousand Four Hundred Eighty Dollars (\$33,480)**. For your reference, that is the 2022 rent price of \$31,000 multiplied by 1.08. As a further example, for the 2024 season the calculation would multiply the 2023 price of \$33,480 by the 2023 annual CPI percent change which will be released approximately January 2024. See the chart below from the Bureau of Labor Statistics for reference:

12-Month Percent Change**Series Id:** CUUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted**Area:** U.S. city average**Item:** All items**Base Period:** 1982-84=100**Download:**  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.1	2.2	2.0
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4	2.5	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8	1.7	1.9
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2	1.2	1.2
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	4.7	3.4	6.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.0	8.3	7.7

The Town looks forward to continuing this relationship with the Fairfield Indoor Tennis, Inc. Please get back to me at your earliest opportunity indicating your agreement to the extension for the 2023 term, and/or if you have any follow-up questions. Thank you.

Regards,


Adam Tulin

Director of Purchasing
Town of Fairfield
725 Old Post Road
Fairfield, CT 06824
203-256-3060

Cc: Anthony Calabrese, Director of Parks and Recreation

LEASE

Dated as of May 1, 2023

BETWEEN

Town of Fairfield, Connecticut, as Lessor

AND

Fairfield Indoor Tennis, Inc., as Lessee

LEASE (this "Lease") dated as of May 1, 2023 between the Town of Fairfield, Connecticut (the "Town" or the "Lessor") and Fairfield Indoor Tennis, Inc., a Connecticut corporation having an address c/o The Tennis Clubs, 31 Edgewood Avenue, Greenwich, CT 06830 ("Lessee").

RECITALS

WHEREAS, the Town is the owner of property situated at South Pine Creek Park, Old Dam Road, Fairfield, CT 06824 (the "Property") and desires to have Lessee Lease and Manage the Tennis Facility situated thereon and Lessee is willing to do so, for the rent and on the other terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

SECTION 1. LEASE OF PREMISES; NATURE AND PERIOD OF LESSEE'S USE.

(a) Subject to the terms and conditions hereof, the Town hereby leases to Lessee, and Lessee hereby leases from the Town, for use as an outdoor tennis facility as described below, a portion of the Property, as more particularly delineated in Exhibit "A" attached hereto (the "Tennis Premises"). As further described in this Lease, the Tennis Premises will be shared by the parties during construction of the Improvements (as defined below) and thereafter during certain times of the year as set forth below.

(b) Lessee shall have the right to use the Tennis Premises as and for an Outdoor tennis facility from the Monday following the First Sunday in May of each year during the Term (as defined below) until the Monday following the Second Sunday in September of each year. Lessee's use or activities may also include the sale of tennis apparel and equipment and the sale of snack foods and beverages, and other activities reasonably related or ancillary to the conduct of an Outdoor tennis club business.

SECTION 2. REPRESENTATIONS OF THE TOWN.

The Town hereby represents and warrants to Lessee that (i) the Town has full power, authority and legal right, and has obtained all necessary consents and authorizations, to enter into and to perform its obligations under this Lease, and this Lease constitutes a legal, valid and binding obligation of the Town, enforceable according to its terms; (ii) the Town has fee title to the Property, and there is no restriction, covenant, lien, encumbrance, or other matter affecting the title to the Property which might impede, limit or prevent the use and operation of the Property for the purpose of conducting an outdoor tennis facility and ancillary activities; (iii) to the best knowledge of the Town, the Town has at all times complied with all environmental legal requirements applicable to the Property, including, without limitation, the use, maintenance and operation of the Tennis Premises and any portion thereof, and all activities and conduct of business related thereto, including without limitation, the storage, disposal, removal, transport, treatment and/or remediation of any hazardous substance, except where noncompliance, individually or in the aggregate, (1) will not place Lessee or any assignee in any danger of civil liability for which Lessee or any assignee is not adequately indemnified hereunder or subject Lessee or any assignee to any danger of criminal liability, (2) will not result in a diminution in the value of the Tennis Premises or any portion thereof, (3) will not impair the ability of the

Town to perform its obligations in a timely manner and (4) will not impair the rights or interests of Lessee or permitted assignee under this Lease.

SECTION 3. REPRESENTATIONS OF LESSEE

Lessee hereby represents and warrants to the Town that (i) Lessee has been duly formed and is validly existing as a corporation under the laws of the State of Connecticut, has full power, authority and legal right, and has obtained all necessary consents and authorizations, to enter into and to perform its obligations under this Lease, and this Lease constitutes a legal, valid and binding obligation of Lessee, enforceable according to its terms; (ii) there is no agreement, restriction, covenant, encumbrance, or obligation binding upon or applicable to Lessee which would be violated by Lessee's entering or performing its obligations hereunder or which might impede, limit or prevent the Lessee's use of the Tennis Premises; (iii) Lessee accepts the Tennis Premises in its present state and condition and is not relying on any statements or representations by the Town or on its behalf with respect to the Tennis Premises, except as specifically expressed herein.

SECTION 4. TERM.

(a) The "term" of this Lease shall commence upon the execution hereof and shall continue thereafter until the Monday following the Second Sunday in September, 2023, with an additional two (2) optional one (1) year extensions, for the 2024 and 2025 seasons upon annual review (the "Term").

(b) During the Term, so long as no Event of Default (as defined in Section 11) shall have occurred and be continuing, the Town covenants that Lessee shall have the right of peaceful possession and quiet enjoyment of the Tennis Premises on the terms and conditions provided in this Lease without any interference from the Town or anyone claiming by, through, or under the Town.

SECTION 5. RENT.

(a) The "Rent Payment Date" shall be, for the first year of this agreement, the date of execution of this lease. The yearly rent shall be paid to the Town in advance in one installment on the Rent Payment Date, at the address set out in Section 15, or to such address as the Town may from time to time designate.

(b) The rent for the First Year of this lease shall be Thirty-Three Thousand Four Hundred Eighty (\$33,480.00) Dollars. The rent for any subsequent optional extension terms through 2025, shall be adjusted annually based on the US Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) 12-month average for the preceding calendar year. The rent payment date shall remain the same as noted under Section 5 (a.) above.

SECTION 6. CONSTRUCTION AND MAINTENANCE OF BUILDINGS AND IMPROVEMENTS.

(a) The Town shall, at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition (ordinary wear and tear excepted) all of the Property including the Tennis Premises and exterior grounds and parking areas, including without limitation any structural or roof repairs, except for repairs necessitated by the negligence or misuse of Lessee or its invitees, for which Lessee shall be responsible. Lessee shall not make other improvements or alterations to the Property without the written consent of the Town. Without limiting the generality of the foregoing, Lessee shall have the tennis courts on the Tennis Premises inspected and maintained at least once during each season of Lessee's use, by a contractor approved by the Town, and a copy of the inspection report shall be submitted to the Town. During the periods of its use, the Lessee agrees and covenants that it will take good care of the Tennis Premises and commit no waste thereon, except for the wear and tear of reasonable and normal use for the purpose intended.

(b) Lessee shall be responsible for the day-to-day maintenance of the tennis courts, which maintenance shall include, but not be limited to, watering, rolling, brushing the courts as needed, adding top dressing as needed, removing and reinstalling line tapes as needed.

(c) On the last day of each period of its seasonal use, Lessee shall quit and surrender the Tennis Premises, and the buildings and improvements then thereon, broom clean and in good condition and repair (ordinary wear and tear excepted). On the last day of the Term or the date of earlier termination as provided in this Lease, all right, interest and title to the same shall automatically pass to and vest in the Town.

SECTION 7. LESSEE'S FIXTURES AND EQUIPMENT; USE OF TOWN EQUIPMENT.

(a) Lessee shall supply the fixtures and equipment necessary for the operation of the tennis courts, for both day and night play, and all related equipment required for the safe operation of an outdoor tennis facility, which fixtures and equipment shall be owned by Lessee.

(b) The Town does own certain equipment on the Premises, which may be utilized by the Lessee, "as is", "where is". Equipment and facilities which are shared by the parties shall be maintained by each party during that party's period of use during the Term. Replacement of any Town-owned equipment must have prior approval via written consent of the Parks & Recreation Commission, or its designee. It is contemplated by the parties that upon completion of the Improvements the Town will own, subject to the terms of this Lease, all of the

personal property associated with the Lessee's indoor tennis facilities except for the air structure, the contents of Lessee's pro shop and the supplies and tennis equipment furnished by Lessee in connection with the operation of its business, which shall be owned by Lessee. The Lessee shall provide all tennis nets and straps, including all court maintenance equipment, such as, but not limited to, brushes, etc, unless otherwise specified by the Town.

SECTION 8. DESTRUCTION, LOSS, OR OTHER CASUALTY; INSURANCE.

(a) Subject to the provisions of subparagraph (b) of this Section, in the event that, at any time during the Term of this Lease, any portion of the Property constituting, or directly affecting the use and enjoyment of, the Tennis Premises shall be destroyed or damaged in whole or in part by fire or other cause or casualty, then the Town shall, within a reasonable period after such casualty, elect (i) at its own cost and expense, and proceeding with diligence, to cause the portion of the Property (or all of the Property, in the Town's discretion) constituting the Tennis Premises to be repaired, replaced or rebuilt within a period of time which, under all the prevailing circumstances, shall be reasonable, or (ii) if Lessee wishes to do so, to allow Lessee to proceed (without undue delay or the necessity of further municipal or regulatory approvals except as required to obtain a building permit) to repair or rebuild the Tennis Premises at its cost and expense (with Lessee using any insurance proceeds it may receive in respect of such casualty), in which event the Town, for the balance of the term of the Lease, shall pay Lessee a reasonable amount for the Town's (or the public's) use and enjoyment of such repaired or rebuilt Tennis Premises.

(b) In the event that any destruction to the Improvements which affect Lessee's use amounting to more than 20% of the aggregate floor area of all buildings and improvements immediately prior to such damage, shall occur during the last twenty-four (24) months prior to the expiration of this Lease, then the Town and Lessee shall mutually agree to any rebuilding and if they do not agree within a period of sixty (60) days after the casualty event, then the Lessee shall have the right to terminate this Lease upon ninety (90) days prior written notice.

(c) The Lessee shall maintain, at all times during the Term, insurance on its equipment and fixtures within the Tennis Premises and the Town shall have no responsibility for any risk of loss by fire or other casualty to any such equipment and fixtures of the Lessee. In connection with Section 8(a)(ii) above, the Lessee may in its judgment also maintain for Lessee's benefit fire or other casualty insurance on the Tennis Premises, in amounts Lessee may deem necessary, in which event the Town will cooperate with Lessee in any reasonable manner in procuring and maintaining such insurance. In addition, during the period of construction of the Improvements, Lessee shall obtain, or shall cause its contractors to obtain, comprehensive builder's risk coverage insuring against both casualty to the Improvements as constructed and liability in connection with their construction. Such insurance shall be in the commercially reasonable amounts requested by the Town and shall name the Town as insured as its interests may appear on the casualty insurance and an additional insured on liability coverage.

(d) Notwithstanding anything in this Lease to the contrary, the Town and the Lessee hereby waive any claim each party may have against the other for loss or damage to property to the extent such loss or damage resulted from a cause that is normally covered by comprehensive

property insurance coverage. The Town and Lessee shall cause each property damage insurance policy carried by either of them insuring the Tennis Premises, the contents thereof, or the equipment and fixtures of Lessee to provide that the insurer waives all rights of recovery by way of subrogation or otherwise against the other party hereto (and all of such other party's affiliates) in connection with any loss or damage which is covered by such policy or that such policy shall otherwise permit, and shall not be voided by the waivers provided above.

(d) Lessee shall furnish proof of Public Liability insurance in the amounts of \$1 million/\$3 million. Said insurance shall name the Town of Fairfield as additional insured and shall indemnify and hold the Town harmless from all claims and demands of any nature for any loss, damage or injury that any person may suffer by reason of or in any way arising out of Lessee's use of the Tennis Premises or the condition of the Tennis Premises or Improvements while used by Lessee, except by reason of condition or defects which are the responsibility of the Town to maintain hereunder. Said insurance shall provide that it may not be cancelled without giving the Town thirty (30) days written notice. In connection with such claims and demands, Lessee or its insurer shall defend every action of any nature that may be brought against the Town or any of its officers or agents as a consequence of Lessee's use or activities. Lessee shall obtain and maintain workers compensation insurance for all of its employees, in an amount required by law.

SECTION 9. INDEMNIFICATION.

(a) Lessee shall, at its sole cost and expense, indemnify and hold harmless the Town, and its respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Town Indemnitees"), from and against :

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Town Indemnitees by reason of any act or omission of Lessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction of the Improvements or the use of the Tennis Premises by Lessee or the Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Town Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Lessee, its contractors or subcontractors, for the construction of the Improvements or use of the Tennis Premises, and, upon the written request of the Town, Lessee shall cause such claim or lien covering the Town's property to be discharged or bonded within thirty (30) days following such request.

(b) The Town shall, at its sole cost and expense, indemnify and hold harmless the Lessee, and its respective directors, officers, shareholders, employees, agents, attorneys, and contractors (hereinafter referred to as “Lessee Indemnitees”), from and against :

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Lessee Indemnitees by reason of any act or omission of the Town, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the ownership, maintenance and repair, or use of the Tennis Premises by the Town or its invitees or the Town’s failure to comply with any federal, state or local statute, ordinance or regulation.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Lessee Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to the Town for the ownership, maintenance and repair, or use of the Tennis Premises by the Town or its invitees, and, upon the written request of the Town, the Town shall cause such claim or lien covering the Town’s property to be discharged or bonded within thirty (30) days following such request.

(c) Defense of Indemnitees: In the event any action or proceeding shall be brought against either the Town Indemnitees or the Lessee Indemnities by reason of any matter for which such Indemnitees are indemnified hereunder, the indemnifying party shall, upon notice from any of the Indemnitees, at the indemnifying party’s sole cost and expense, resist and defend the same with legal counsel mutually selected by Lessee and the Town; provided however, that indemnifying party shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of the other party and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the indemnifying party.

(d) Notice, Cooperation and Expenses: The indemnified party shall give the indemnifying party prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this section. Nothing herein shall be deemed to prevent the indemnified party from cooperating with the indemnifying party and participating in the defense of any litigation by indemnified party’s own counsel, at the indemnified party’s sole cost and expense.

SECTION 10. COMPLIANCE WITH LAWS; NO SALE OF LIQUOR AND TOBACCO PRODUCTS.

(a) Each party shall comply with, and shall cause any person acting under its authority to comply with, all laws, regulations and ordinances pertaining to the use and operation of the Tennis Premises and to each party's respective duties hereunder.

(b) Lessee and the Town agree that under no condition shall any alcoholic beverages or tobacco products be sold, purveyed vended or permitted within any portion of the Tennis Premises. Each party will use reasonable efforts to prevent any patron, guests or invitees from bringing any such beverages or products onto the Tennis Premises.

SECTION 11. EVENTS OF DEFAULT; REMEDIES.

(a) Any of the following events shall constitute a default hereunder (an "Event of Default"):

(i) Failure of Lessee to pay rent or any other amount payable by Lessee to the Town hereunder, for more than thirty (30) days after written notice that such rent or other payment is due and has not been paid; or

(ii) Default in the performance or observance of any other material obligation or covenant of Lessee pursuant to this Lease and the continuance of such default for sixty (60) days after Lessee's receipt of written notice to Lessee by the Town, specifying such default and requiring such default to be remedied, unless such default shall be of a nature that it cannot be reasonably cured within such sixty (60) day period, and Lessee shall, within such sixty (60) day period, diligently commence to cure such default, and proceed diligently and in good faith thereafter to complete the cure of such default.

(b) Upon the occurrence and continuation of any Event of Default, the Town may, in its discretion, declare this Lease to be in default and do any one or more of the following:

(i) Terminate this Lease by giving Lessee notice of the Town's intent to terminate at least ten (10) days in advance of the proposed effective date of such termination; however, if prior to said termination date, Lessee shall pay all rent and other amounts then due the Town hereunder, and comply with all non-monetary requirements of this Lease then in default, then this Lease shall continue in full force and effect as if Lessee had not defaulted under this Lease; or

(ii) Whether or not this Lease is terminated, exercise any other right or remedy which may be available under applicable law and in general proceed by appropriate judicial proceedings, either at law or in equity, to enforce the terms hereof or to recover damages for the breach hereof.

SECTION 12. LEASEHOLD SECURITY.

(a) Leasehold Financing Authorized. Lessee's leasehold estate, consisting of the right to occupy the Tennis Premises on the terms and conditions and during the time periods stated herein ("Leasehold Estate") may be assigned as security to a Financial Institution (as hereinafter defined) under a Leasehold Security Agreement (as hereinafter defined), all on the terms and conditions set forth in this Section 12.

(b) Notice of Leasehold Security. If Lessee shall elect to assign as security Lessee's Leasehold Estate to any Financial Institution, and if the holder of such Leasehold Security Agreement shall provide the Town with a true copy of such Leasehold Security Agreement and the name and address of the Leasehold Secured Party (as hereinafter defined), the Town and Lessee agree that, following receipt of such notice by the Town, the provisions of this Section 12 shall apply in respect to each such Leasehold Security Agreement. In the event of any assignment of a Leasehold Security Agreement or in the event of a change of address of a Leasehold Secured Party or of the assignee of such Leasehold Secured Party, notice of the new name and address shall be promptly provided to the Town by certified mail, return receipt requested.

(c) Definitions.

(i) The term "Financial Institution" as used in this Section 12 shall mean any bank, finance company, or any other institutional lender or institutional lessor regularly engaged in the business of providing financing through loan or lease transactions or purchasing interests in loan or lease transactions.

(ii) The term "Leasehold Security Agreement" shall include a security agreement, a deed of trust or other security instrument by which Lessee's Leasehold Estate is conveyed, assigned, or otherwise transferred or encumbered, to secure a borrowed money obligation of Lessee.

(iii) The term "Leasehold Secured Party" shall refer to the holder of a Leasehold Security Agreement or to the assignee thereof in respect to which the notice provided for by subsection (c) of this Section 12 has been given and received and as to which the provisions of this Section 12 are applicable.

(d) Consent of Leasehold Secured Party Required. No cancellation, termination, surrender, modification or assignment of this Lease by Lessee or any assignee of Lessee hereunder shall be effective as to any Leasehold Secured Party unless consented to in writing by such Leasehold Secured Party. The foregoing shall not apply with respect to any termination of this Lease in accordance with Sections 8 or 11 hereof.

(e) Default Notice. The Town, upon providing Lessee (or any assignee of Lessee) any notice of: (i) default under this Lease, (ii) a termination of this Lease, or (iii) a matter on which the Town may predicate or claim a default, shall at the same time provide a copy of such notice to the Leasehold Secured Party. No such notice by the Town to Lessee shall be deemed to have been duly given unless and until a copy thereof has been so provided to the Leasehold Secured Party. From and after the date such notice has been given to a Leasehold Secured Party, such Leasehold Secured Party shall have the same period after the receipt of such notice, for remedying any default or acts or omissions which are the subject matter of such notice or causing the same to be remedied, as is given Lessee after the receipt of such notice by Lessee. Lessor further agrees that the Leasehold Secured Party shall have an additional thirty (30) days to cure a default after the expiration of Lessee's time to cure; provided, however, that if such default cannot be cured using reasonable diligence within such thirty (30) days and Leasehold Secured Party is diligently prosecuting the cure of such default, then the Leasehold Secured Party shall have such additional time as may be reasonably necessary within which either (i) to cure the default or (ii) to obtain possession of the Tennis Premises from the Lessee and to cure such

defaults when the Leasehold Secured Party has obtained possession thereof, provided, however, that the Leasehold Secured Party shall not be required to complete such possession proceedings if the default has been cured. The Town expressly agrees that it shall take no action to effect a termination of this Lease in the case of a default by Lessee until it has provided the Leasehold Secured Party with the opportunity to exercise all of the foregoing rights. The Town shall accept any performance by the Leasehold Secured Party as if it had been performed by Lessee.

(f) New Lease. In the event Leasehold Secured Party obtains possession of the Tennis Premises from the Lessee or acquires Lessee's interest under this Lease, and so long as the Town has not terminated this Lease in accordance with Section 11 above, the Leasehold Secured Party may request in writing that the Town enter into a new lease ("New Lease") of the Tennis Premises with such Leasehold Secured Party or its designee (who shall be qualified to operate indoor tennis facilities and be approved by the Town; in that connection the Leasehold Secured Party, in accepting any Leasehold Security Agreement, will agree to consider as designee any person or entity recommended by the Town) for the remainder of the Term of this Lease, at the rent and upon the terms, covenants and conditions (excluding requirements which are not applicable or which have already been fulfilled) of this Lease, provided such Leasehold Secured Party or its designee shall pay or cause to be paid to the Town at the time of the execution and delivery of the New Lease, any and all sums which would at the time of possession and delivery of the Tennis Premises thereof be due and payable pursuant to this Lease, and in addition thereto, all reasonable expenses, including reasonable attorneys' fees, court costs, and disbursements which the Town shall have incurred by reason of such default and termination and which have not otherwise been received by the Town from Lessee or other party in interest under Lessee. In the event of a controversy as to the amount to be paid to Lessor pursuant to this subsection (g), the payment obligation shall be satisfied if Lessor shall be paid the amount not in controversy, and the Leasehold Secured Party or its designee shall agree in writing to pay any additional sum ultimately determined to be due with interest at the rate of 10% per annum from the time such amount became due hereunder. In the event that the Leasehold Secured Party requests that the Town enter into a New Lease pursuant to the foregoing, the Town shall, solely at its option and discretion, within 30 days either (i) agree to such request in accordance with the foregoing terms and conditions or (ii) pay to the Leasehold Secured Party the entire balance due on the loan secured by the Leasehold Security Agreement (including principal, interest and other amounts which may be due) and upon such payment shall obtain a release of the Leasehold Security Agreement and all of Leasehold Secured Party's rights and interests in connection with the Tennis Premises or this Lease.

(g) No Merger. So long as the Leasehold Security Agreement is in existence, unless the Leasehold Security Agreement shall otherwise expressly consent in writing, the fee title to the Property and the Leasehold Estate of Lessee therein created by this Lease shall not merge but shall remain separate and distinct.

(h) Future Amendments. Lessee and the Town agree not to amend this Lease without the consent of the Leasehold Secured Party, which consent shall not be unreasonably withheld or delayed.

(i) Estoppel Certificate. The Town, without charge, at any time and from time to time hereafter, but not more frequently than twice in any one-year period (unless such request is made in connection with any sale or financing of Lessee's Leasehold Estate or permitted

assignment or subletting by Lessee), within fifteen (15) days after written request of Lessee to do so, shall certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease with respect to the Town, in accordance with its terms; (c) as to the existence, to the knowledge of the Town, of any default hereunder; (d) as to the existence, to the knowledge of the Town, of any offsets, counterclaims or defenses hereto on the part of Lessee; (e) as to the commencement and expiration dates of the term of this Lease; and (f) as to any other matters as may be reasonably requested. Any such certificate may be relied upon by Lessee and any other person, firm or corporation to whom the same may be delivered.

SECTION 13. ASSIGNMENT.

Lessee shall not sublet any portion of the Tennis Premises. As provided in this Lease, Lessee may assign for security its interest in this Lease to a Leasehold Secured Party. In addition, Lessee may assign this Lease with the written consent and approval of the Town. In connection with any requested assignment, Lessee shall provide any information concerning the proposed assignee that the Town may reasonably request.

SECTION 14. NOTICES.

Any notice, request or document which by any provision of this Lease is required or permitted to be given by either party to the other shall be delivered by hand, sent by postage prepaid, certified or registered mail or recognized courier service, or, if promptly confirmed as provided above, when sent by telecopy or other written telecommunication, addressed to the following specified addresses or to such other addresses as the Town or Lessee may specify by written notice to the other party.

If to the Town:
Town of Fairfield
Parks and Recreation Department
75 Mill Plain Road
Fairfield, CT 06824

If to Lessee:
Fairfield Indoor Tennis, Inc.
c/o The Tennis Clubs
31 Edgewood Avenue
Greenwich, CT 06830

SECTION 15. MISCELLANEOUS.

(a) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) No prior stipulation, agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this Lease.

This Lease shall supersede and replace in all respects any prior lease or concession agreement between the parties concerning the Property, including that agreement dated December 19, 2007.

(c) This Lease may not be amended or modified unless such amendment or modification is in writing and signed by the parties hereto.

(d) Any provision of this Lease which is determined to be prohibited by law or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and the parties shall negotiate in good faith appropriate modifications to reflect such changes as may be required by law, and, as nearly as possible, to produce the same economic effects as the provision which is prohibited or unenforceable.

(e) This Lease shall be governed by and construed in accordance with the laws of the State of Connecticut.

(f) Whenever this Lease shall provide for the consent, approval or the like of a party, that party shall act reasonably and in good faith and may not unreasonably withhold or delay such consent or approval.

(g) Lessee shall pay all reasonable costs and expenses which may arise in connection with the recording of this Lease or a memorandum hereof.

(h) In the event that either the Town or the Lessee violates this Lease, the party not in violation shall be entitled to be reimbursed by the other party for the out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred in connection with enforcing the terms hereof.

(i) Notwithstanding any provision to the contrary contained herein, it is the intention of the parties that Lessee be solely responsible for the conduct of the tennis program on the leased premises, including, but not limited to, the provision of all tennis maintenance, staffing, utilities, irrigation and ancillary items needed to operate a tennis facility. Lessee shall be entitled to retain all fees generated from the operation of said facility.

(j) As a condition of this lease, Lessee agrees to provide tennis programs and assist with the Volunteer adult tennis tournament committee in providing an adult tennis tournament. FIT will allow the Parks and Recreation children tennis team use of the courts weekday afternoons for practice and tennis matches free of charge.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Town and Lessee have executed and delivered this Lease as of the day and year first above written.

TOWN OF FAIRFIELD:

By: _____
Name: Brenda L. Kupchick _____ Date
Title: First Selectwoman

By: _____
Name: Adam B. Tulin _____ Date
Title: Director of Purchasing

FAIRFIELD INDOOR TENNIS, INC.

By: _____
Name: _____ Date
Title: _____

SITE LEASE AGREEMENT

This Site Lease Agreement (the "**Agreement**") is made and effective as of the date the last Party executes this Agreement (the "**Effective Date**"), by and between THE TOWN OF FAIRFIELD, a Connecticut municipal corporation, with an address of 611 Old Post Road, Fairfield, CT 06824 ("**Landlord**"), and DISH WIRELESS L.L.C., a Colorado limited liability company, having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**Tenant**," and together with Landlord, the "**Parties**," each a "**Party**").

1. Definitions.

"**Affiliate(s)**" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors managers of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"**Applicable Law**" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"**Equipment**" means and includes the antennas, cables, wires, conduits, fasteners, connectors, cabinets and the like designed to transmit and receive radio frequency signals and customarily associated with a cellular telecommunications tower.

"**Governmental Authority**" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"**Installation**" means the installation of Tenant's Equipment at the Premises.

"**Property**" means that certain parcel of real property upon which the Tower is located.

"**Tower**" means that certain monopole tower located on the Property.

"**Upgrade Protocol**" means the Landlord's Telecommunications Facility Upgrade Protocol, a copy of which is attached as Exhibit C.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at 100 Reef Road Fairfield, Connecticut 06824, as more particularly described in Exhibit A. Landlord leases to Tenant approximately 400 square feet of space for Tenant's Equipment in connection with the use and operation of its facilities

as such are initially described in Exhibit B, collectively referred to as the “**Premises**”. Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber installed at the Property to support Tenant’s Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any Equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant’s Permitted Use, Landlord agrees to grant Tenant and/or the applicable third-party utility or fiber provider the right, at Tenant’s sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant’s Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s).

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the “**Initial Term**”) will commence on the later of sixty (60) days after the Effective Date or first (1st) day of the month following the commencement of Tenant’s Installation (the “**Commencement Date**”) and will expire on the last day of the month that is one hundred eighty (180) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for one (1) additional term of sixty (60) months (the “**Renewal Term**” and together with the Initial Term, the “**Term**”). However, Tenant may, in Tenant’s sole and absolute discretion, elect not to renew the lease at the end of the Initial Term by giving Landlord written Notice at least ninety (90) days prior to the end of the Initial Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises (“**Rent**”) in the amount Eighty Two Thousand Three Hundred and 00/100 Dollars (\$82,300.00) per year. The first Rent payment shall be made within (sixty) (60) days of the Commencement Date, with subsequent payments due on each anniversary of the Commencement Date. On each anniversary of the Commencement Date, the Rent shall be automatically increased by three percent (3%) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force (“**Payment Terms**”). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement. Tenant will pay Landlord a fee of \$50.00 for any check returned for any reason by Landlord’s bank. If the Tenant fails to pay all Rent due and owing by the tenth (10th) day following each successive anniversary of the Commencement Date during the Term, then after five (5) days’ notice from Landlord to Tenant without cure, Landlord may impose a late fee equal to five percent (5%) of any amounts more than fifteen (15) days overdue in order to reimburse Landlord for the extra administrative time involved in collecting such amounts, and any payment more than fifteen (15) days overdue will bear interest from the date due to the date of actual payment at the lesser of eighteen percent (18%) per annum or the highest lawful rate permitted by state or federal law.

2.4 Rent Guarantee. All Rent due for the Initial Term and, unless Tenant elects not to renew this Agreement, the Renewal Term, is guaranteed by Tenant to Landlord, meaning that Tenant will not be released from its payment obligations under this Agreement if Tenant terminates this Agreement except if the reason for the termination is: (a) that Tenant is unable to operate the Installation due an event described in Section 8.4, Force Majeure (Section 12.5), or (c) Taking (Section 12.3); or (b) an event of Landlord’s default (Section 8.2) which remains uncured beyond all applicable cure and grace periods.

2.5 Site Development Fee. Tenant shall pay Landlord a one (1) time fee in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to defray Landlord's costs associated with engineering and legal review fees, which is a condition precedent to Tenant's use of the Premises ("**Site Development Fee**"). Tenant shall pay the Site Development Fee to Landlord within sixty (60) days following the Effective Date. The Site Development Fee shall be non-refundable.

2.6 Tower Modification Costs. Tenant shall pay Landlord a one (1) time fee in the amount of Thirteen Thousand Seven Hundred Seventy Six and 00/100 Dollars (\$13,776.00) to defray Landlord's costs associated with Tower modifications which shall include installing a new climb system. Tenant shall pay such cost to Landlord within sixty (60) days receipt of an invoice and supporting documentation.

2.7 Contingencies. Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for the Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain the Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If any application for a Governmental Approval is rejected, conditioned, materially delayed or otherwise not approved for any or no reason ("**Contingencies**"), then, Tenant shall have the right, in its sole and absolute discretion, to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval, related to this Premises, issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right, in its sole and absolute discretion, to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Tenant shall have the right to use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, installation of Tenant's Equipment) ("**Tenant's Permitted Use**"). Subject to Tenant's compliance with the Upgrade Protocol, Tenant's Permitted Use includes the right to replace, repair, upgrade, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates. If radio frequency signage and/or barricades are required by Applicable Law, then Tenant shall have the right to install the same on the Property.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term and subject to Section 6.3, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises. Further, Landlord grants to Tenant the right of ingress and egress to the Tower and the Premises.

3.3 Maintenance, Repairs, Modifications and Upgrades. The drawings and descriptions indicated on Exhibit B specifically describe the quantity of Equipment, the numbers, and locations of antennas, and the locations of cables to be installed within the Premises. In the event of a conflict between the general description set forth above, and the specific descriptions drawn and depicted on Exhibit B, then Exhibit B shall govern. The descriptions and depictions indicated on Exhibit B are specific to the equipment and specifications on Exhibit B. Tenant has no future right to modify Exhibit B after the Effective Date without a duly executed written amendment to this Agreement. Tenant shall have the right to complete the installation of the Equipment indicated on Exhibit B and to maintain and repair the Equipment indicated on Exhibit B without Landlord's consent. All modifications and upgrades of Tenant's Equipment are subject to the Upgrade Protocol attached as Exhibit C. Tenant shall not attempt to circumvent the Upgrade Protocol or commence modification or upgrade work unless and until Tenant has fully complied with the Upgrade Protocol.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant at the Premises and Tenant shall pay the utility company directly. So long as this Agreement remains in effect, Landlord at all times shall provide Tenant with access to the utilities at the Property so that the Premises shall have electrical, gas and telephone service. In connection with the electric, gas and telephone utility sources located on the Property that is/are necessary for Tenant to operate its Installation, Landlord agrees to grant the local utility provider the right to install its equipment or other improvements on, over and/or under the Property and Landlord shall cooperate in connection therewith, including without limitation, executing any documents, permitting any testing and performing any work such utility provider requires in connection with same.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Tower, Premises or the Property. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of the lien as security for its payment within the ninety (90) day period, and thereafter diligently contests such lien. If Tenant fails to deposit the security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 Taxes. Landlord acknowledges that the Property and the Tower are at present exempt from real property taxation because Landlord is a municipality. Tenant shall be liable for all taxes against Tenant's Equipment, personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of the reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant shall not cause Interference (as defined below) with any other equipment installed on the Tower as of the Effective Date. Following the Effective Date, Landlord shall not install, or to permit others to install, any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until the Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate Tenant's Equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or on the Tower, provided that: (a) Tenant shall pay the costs of the Temporary Relocation of Tenant's Equipment and receive a rental abatement until Tenant recoups all of the cost of the Temporary Relocation of Tenant's Equipment as well as the costs incurred by Tenant in moving Tenant's Equipment back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Tower or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate Tenant's Equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord's Maintenance of the Tower. Landlord represents and warrants that, as of the Effective Date, the Tower, the Tower's systems and all structural elements of the Tower are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Tower and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents or contractors. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant shall perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner.

6.3 Access to Premises. Landlord shall allow Tenant access to the Premises during ordinary business hours (8:00 a.m. – 4:30 p.m., Monday through Friday) for regular or routine maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week for unscheduled repairs and other emergency purposes. If Tenant needs access after ordinary business hours, Tenant will endeavor to give Landlord prior notice, if feasible. Except for emergency access, prior to access to the Property, Tenant shall provide a minimum of 24 hours' prior e-mail and telephone notice to the Landlord's Designated Site Representative so that arrangements can be made for an employee or consultant of the Landlord to accompany the contractors or technicians. As of the Effective Date, the "**Designated Site Representative**"

is Jared Schmitt, Chief Fiscal Officer, (203) 256-3032, JSchmitt@fairfieldcdt.org. Landlord reserves the right to change the name and/or contact information of the Designated Site Representative upon written notice to the Tenant. All contractors and technicians must carry and provide proper identification at all times. If, after Tenant's initial installation as indicated on Exhibit B, Tenant's presence at the Property exceeds three one-half days per calendar month, Tenant shall reimburse the Landlord to cover the actual commercially reasonable costs associated with having an employee or consultant on site beyond the three one-half days. A half day shall be calculated as any time beyond four (4) hours. Any time beyond four (4) hours on any given day shall be counted as a second 1/2 day. Except in the event of an emergency, no work shall be permitted on weekends or holidays unless specifically authorized by the Designated Site Representative. Landlord shall permit emergency work or a project having extenuating circumstances on weekends, holidays or outside ordinary 8:00 a.m. to 4:30 p.m. business hours, provided Tenant agrees to reimbursement of the Landlord's employee or consultant, at an hourly rate of \$150.00 per hour. In order for any inspection, repair, maintenance, modification or upgrade work to be performed which will include the need for any climbing on the Tower, the following information/documentation will be required: (a) a letter describing the scope of work to be done; (b) letter indicating that the contractor or contractors, is/are authorized to perform the work on behalf of the Tenant; (c) photo ID for each technician who will be on site; (d) a climbing certificate/certification for each technician who will be climbing the Tower; and (e) an insurance certificate or certificates indicating that each firm employing the technician or technicians has current insurance coverage with limits at least as high as those described in Section 10.2 and including the Landlord as certificate holder and additional insured.

6.4 Inspections. Landlord has the right to retain an independent engineering firm to conduct annual structural and safety inspections of the Premises and the Tower. Tenant will pay its proportionate share (i. e., 1/3 or ¼, depending on the number of carriers co-locating on the Tower) of the cost of each annual inspection within sixty (60) days of receipt of an invoice from Landlord. Landlord will deliver to Tenant a copy of each inspection report upon request. If an inspection report commissioned by Landlord contains a recommendation by the engineering firm for repair or improvement of Tenant's Installation or a recommendation that Tenant modify Tenant's Equipment for the safety and integrity of , then Tenant shall comply with the recommendation within a commercially reasonable period of time, not to exceed sixty (60) days, at Tenant's sole cost and expense.

6.5 Construction. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of construction of the Installation. The Tenant's Installation shall remain the exclusive property of Tenant and shall not be considered fixtures.

7. Surrender and Hold Over.

7.1 Surrender. Within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions, alterations and improvements to the Premises, in either case, normal wear and tear excepted. Rent will accrue during the Equipment Removal Period. If Tenant's Equipment is not removed prior to the expiration of the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2) until Tenant's Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period. Tenant will, at Tenant's expense, promptly repair any and all damage

to the Tower and the Premises caused by Tenant's contractors and technicians while removing Tenant's Equipment. If Tenant fails to promptly repair any damage to the Tower caused by Tenant's contractors and technicians while removing Tenant's Equipment, Landlord may, but shall have no obligation to, repair the damage and forward an invoice or invoices and supporting documentation to Tenant for payment. Tenant will pay any invoices delivered by Landlord pursuant to the immediately preceding sentence within sixty (60) days of receipt.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period or any period upon lease expiration, without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during the Hold Over period, except that Tenant shall pay Landlord a rental fee at the rate of one hundred fifty (150%) of the Rent applicable at the expiration or termination of the Agreement. Tenant's payments shall be paid on the first day of each month in advance for the duration of the Hold Over.

8. Default, Remedies and Termination.

8.1 Default By Tenant. If there is a breach by Tenant with respect to any of the provisions of this Agreement or Tenant's obligations under this Agreement, including, without limitation, the timely payment of Rent, Landlord shall give Tenant written notice of the breach. After receipt of written notice, Tenant shall have thirty (30) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided that Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Landlord may not maintain any action or effect any remedies for default against Tenant unless and until Tenant has failed to cure the breach within the time periods provided in this Section.

8.2 Default By Landlord. If there is a breach by Landlord with respect to any of the provisions of this Agreement or Landlord's obligations under this Agreement, Tenant shall give Landlord written notice of the breach. After receipt of the written notice, Landlord shall have thirty (30) days in which to cure the breach, provided that Landlord shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Landlord commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Tenant may not maintain any action or effect any remedies for default against Landlord unless and until Landlord has failed to cure the breach within the time periods provided in this Section. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if Landlord fails, within five (5) days after receipt of written notice of breach, to perform an obligation required to be performed by Landlord if the failure to perform the obligation interferes with Tenant's ability to conduct its business at the Property; provided, however, that if the nature of Landlord's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within the five (5) day period and thereafter diligently pursued to completion.

8.3 Remedies. Upon a default beyond all applicable notice and cure periods, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably

required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default beyond all applicable notice and cure periods, by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement immediately upon written Notice to the other Party. .

8.4 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its elected and appointed officials, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Tower and/or the Property, and/or any contamination of the Premises, the Tower and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement.

9.4 Indemnification Procedure. The Party seeking indemnification (the “**Indemnified Party**”) shall promptly send Notice to the Party from whom indemnification is being sought (the “**Indemnifying Party**”) of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord’s sole cost and expense, the following insurance coverage Commercial General Liability, from a company or companies with an A.M. Best rating of A (VII) or better of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant’s sole cost and expense, the following insurance coverages from a company or companies with an A.M. Best rating of A- (VII) or better. The insurance shall protect the Landlord from claims that may arise out of or result from the Tenant’s obligations under this Agreement or from the obligations of any contractor or any other person or entity directly or indirectly employed by Tenant or by anyone for whose acts Tenant may be liable. For each policy required by this Agreement, Tenant shall, before the execution of this Agreement by the Landlord, provide the Landlord with certificates of insurance. Tenant shall provide updated certificates of insurance at least ten (10) days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Landlord according to policy provisions.

A. Workers Compensation:

Tenant shall provide workers compensation insurance required by law with employer’s liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation.

B. Commercial General Liability Insurance:

Tenant shall provide commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
- Coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Landlord.

- Coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Landlord and the Tenant.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Landlord.

C. Commercial Automobile Insurance:

Tenant shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Landlord as an additional insured and provide a waiver of subrogation.

D. Umbrella or Excess Liability Insurance:

Tenant shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

10.3 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement and has taken all necessary action to approve this Agreement which would include having this agreement approved by the Landlord's Board of Selectwomen; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Tower and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Tower that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed. In no event shall Tenant have any liability with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Tower prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled,

treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Tower by: (i) Landlord, its agents, employees, contractors or invitees; or (ii) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Tower. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Tower to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third-party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement

12.3 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.4 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense.

12.5 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.6 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights, however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.7 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

12.8 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.9 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.10 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested

or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.10) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

The Town of Fairfield
Attention First Selectwoman
611 Old Post Road
Fairfield, CT 06824

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

12.11 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.12 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.13 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.14 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.15 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

{This space intentionally left blank. The next page is the signature page.}

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

TENANT:

THE TOWN OF FAIRFIELD

DISH WIRELESS L.L.C.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

{Signature page to Site Lease Agreement}

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain parcel of land located in the The Town of Fairfield, County of Fairfield and State of Connecticut known as Reef Road and identified in the records of the Assessor of the The Town of Fairfield as:

INSERT LEGAL DESCRIPTION

EXHIBIT B

SITE PLAN

[To be inserted prior to execution]

EXHIBIT C

THE TOWN OF FAIRFIELD

TELECOMMUNICATIONS FACILITY UPGRADE PROTOCOL

- A. All equipment upgrade submissions must comply with all applicable ordinances and regulations of the The Town of Fairfield and all applicable regulations, rules, standards, requirements and conditions of the Connecticut Siting Council.
- B. Initial written submission of Tenant's proposed equipment upgrades must be delivered to The Town of Fairfield, 611 Old Post Road, Fairfield, CT 06824, Attention: Chief Financial Officer. The initial submission ("Initial Submission") must include:
 - (1) Copy of existing As-Built on file with Tenant, encompassing the telecommunications equipment that will be upgraded or changed in some manner;
 - (2) Drawings showing proposed equipment upgrades or changes and a detailed written scope of work including plans and specifications describing the proposed equipment upgrades or changes ("Scope of Work"); and
 - (3) Estimated construction schedule, detailing length of time for Tenant to perform construction work.
- C. Upon review of the Initial Submission, the Landlord may make reasonable written requests for additional related documentation and/or modifications.
- D. Upon receipt of a request under Paragraph C, Tenant shall supply the additional related documentation and/or make modifications to the Initial Submission, as reasonably requested by the Landlord.
- E. A "Final Submittal" shall be made by the Tenant to the Landlord in the same manner described for the Initial Submission in Paragraph B. The Final Submittal shall include the following:
 - (1) Final plans and specifications for the proposed equipment changes, and a revised Scope of Work, if different from what was provided in the Initial Submission.
 - (2) A Radio-frequency (RF) emissions report by a licensed engineer or other qualified professional, if Tenant 's proposed upgrades or changes include the addition of new antennas, to show compliance with any existing equipment and FCC regulations regarding RF emissions.
 - (3) Final construction schedule, detailing the length of time for Tenant to perform the proposed work ("Construction Schedule").

- (4) A deposit, in an amount not to exceed \$5,000.00, to cover all reasonable costs incurred by Landlord related to the proposed work, including, but not limited to, expenses incurred by the Landlord for the review of the drawings and Scope of Work by Landlord's staff or Landlord's outside engineering firm and any related supervision or inspection fees, regardless of whether the proposed upgrades or changes will involve work on the Tower, the ground, a roof or all of the above. Landlord shall access the deposit only pursuant to the terms set forth in Paragraph Q below.
- (5) If, after review, Landlord determines that the proposed upgrade will impact the structural integrity of the Tower or building, an appropriate engineering study will be undertaken. Landlord will provide Tenant with a written explanation of the reasons for the structural integrity study. The actual costs of the structural integrity study shall be paid by the Tenant. The study shall be performed by an engineer selected by the Landlord. Tenant will be responsible for the cost of any and all structural modifications or reinforcements of the Tower or the building that may be required in order to accommodate any new or modified equipment added by Tenant in connection with an upgrade. Tenant shall include any and all structural modifications and reinforcements in the Scope of Work and the Construction Schedule. Landlord shall have the right to deny authorization for any modifications to the building or Property that will, in the Landlord's judgment, materially interfere with operations of the Fairfield Police Department or diminish the usable space within the building.
- (6) If the proposed upgrades require additional ground space, rooftop space or Tower space or additional antennae or any other equipment to be added, the Landlord will be entitled to a reasonable increase in the rental fee due under the Lease. Tenant shall not start work until the Landlord and Tenant have agreed upon the amount of the rental fee increase. If the Landlord and Tenant are unable to reach agreement upon the amount of the rental fee increase, then Tenant shall not start work until the amount of the rental fee increase has been determined pursuant to Paragraph R.
- F. Following the Final Submittal, the Landlord and Tenant will cooperate with each other in finalizing any further changes or modifications agreed upon by both parties.
- G. Landlord's consent and/or approval of the proposed equipment upgrades or changes shall not be unreasonably withheld, conditioned, delayed or denied.
- H. When the Final Submission is approved by the Landlord, the Landlord will deliver a written Notice to Proceed delineating the approved Scope of Work and Construction Schedule. The Notice to Proceed will set forth the name, phone number and email address of the agent or representative of the Landlord who Tenant should contact to coordinate the approved work and access to the site.
- I. Tenant shall confirm the date and time that Tenant and its agents and representatives will

perform the upgrade work and the names of the Tenant agents and/or representatives who will be entering the property to perform/supervise the work. Prior to accessing the Property to perform the upgrade work the Tenant shall provide a minimum of 48 hours' prior notice, by contacting the Landlord agent/representative referenced in Paragraph H, at the phone number and email address provided. The Landlord agent/representative will be reasonably available by phone during normal business hours and will not unreasonably delay Tenant's ability to access the property to perform the upgrade work. Once Tenant has notified the Landlord as indicated above, the Landlord will provide access to Tenant in furtherance of the Notice to Proceed, within 48 hours.

- J. The Landlord, its engineer and/or inspector may be on site to inspect the work and confirm compliance with the Notice to Proceed. Actual costs of inspection shall be paid by the Tenant within sixty (60) days of receipt of an invoice together with reasonable supporting documentation evidencing the costs.
- K. The upgrade work shall take place during normal business hours (Monday through Friday 8:00 a.m. to 4:30 p.m.). No upgrade work shall be permitted on weekends or holidays recognized by the The Town of Fairfield. Notwithstanding the foregoing, the Landlord will consider permitting work on weekends, holidays or outside of the aforementioned normal business hours, provided Tenant agrees to the full reimbursement for any actual, reasonable expenses associated with the time spent by Landlord's engineer or inspector monitoring the work, such expenses to be paid within sixty (60) days of receipt of an invoice together with reasonable supporting documentation evidencing the expenses.
- L. Absent unforeseen and/or extenuating circumstances, Tenant shall have sixty (60) calendar days to complete construction/upgrades after the work has started. Construction will be deemed started when physical work at the site begins by Tenant.
- M. Upon substantial completion of the work, Tenant shall submit to Landlord written notice indicating the substantial completion of the upgrades or changes to allow the Landlord to schedule an engineering inspection. Within thirty (30) days of the Landlord's receipt of Tenant's written notice of substantial completion, the Landlord shall submit to Tenant a written acceptance of the work or a reasonable punch list of items to be completed and/or addressed. Punch list items must be directly related to the Tenant's recently performed upgrades or changes and construction shall be deemed complete if a punch list is not submitted within the thirty (30) day period. Tenant shall use reasonable efforts to complete all punch list items within thirty (30) days of the receipt of the punch list. If the items on the punch list are not completed within said thirty (30) days, Landlord shall, upon ten (10) days' notice to Tenant, have the option of completing such items at Tenant's expense, provided that Landlord itemizes to Tenant all reasonable expenditures incurred and Tenant has not completed same following the ten (10) days' notice.
- N. Once all work has been approved by Landlord or its engineer, Tenant shall submit at its cost and expense: (1) New As-Built drawings by an engineer or architect licensed in Connecticut, if the upgrade modifications are substantial, or new As-Built addendum report by an engineer or architect licensed in Connecticut to reflect minor upgrade

modifications; and (2) Color photographs of the completed work.

- O. The Landlord shall submit a final, detailed bill to Tenant detailing the time and work reasonably performed, within sixty (60) days after Tenant's completion of the work. Landlord may use the Deposit to pay such final bill. If the bill exceeds the Deposit, Tenant shall pay the excess within sixty (60) days after receipt of the bill. If the bill is less than the Deposit, a refund shall be made within sixty (60) days thereafter.
- P. This Upgrade Protocol is applicable only to work where Tenant seeks to upgrade or modify its existing equipment installation. It does not apply to: (1) maintenance or repair of any existing equipment; and (2) replacement of broken or non-functioning equipment with like kind or similar equipment.
- Q. To the extent that any proposed upgrade work at the site is relatively minor and has little impact on the site, the Lessor may waive some or all of the formalities of this Upgrade Protocol provided that any such waiver must be in writing.
- R. If Landlord and Tenant are unable to reach agreement upon the amount of a rental fee increase due under Paragraph E(6), then the amount of the rental fee increase shall be determined as follows.
 - (1) Negotiation. First, representatives of Tenant and Landlord shall meet either alone or together with their respective advisors, in the spirit of good faith, to attempt to negotiate a resolution of the dispute by mutual agreement in writing.
 - (2) Arbitration. If Landlord and Tenant are unable to resolve the dispute by mutual agreement under Paragraph R(1) within two (2) weeks following the initiation of negotiations between the parties thereunder, then, upon demand of either Landlord or Tenant, the dispute shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Commercial Arbitration Rules"). The parties may agree upon one (1) arbitrator. If they cannot so agree within two (2) weeks following demand for arbitration, then each party shall select an arbitrator, and the arbitrators so selected shall select a third arbitrator (the "Deciding Arbitrator"), and the decision of the Deciding Arbitrator shall be binding and conclusive. If either party refuses or fails to join in the appointment of an arbitrator, an arbitrator shall be appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings shall take place in Fairfield County, Connecticut.
 - (3) Controls Over Statutes and Regulations. Landlord and Tenant agree that the method of determining the rental fee increase under this Paragraph R shall apply as between them in lieu of any applicable mechanism prescribed under the statutes or regulations of the State of Connecticut, including, without limitation CGS Section 16-50aa(d)(1). Landlord and Tenant waive the right to proceed under CGS Section 16-50aa(d)(1) in connection with the determination of the rental fee increase due under Paragraph E(6).

REFUNDS SUBMITTED FOR APPROVAL
3/6/2023

<u>Name</u>	<u>List No.</u>	<u>Tax</u>	<u>Interest</u>	<u>DMV</u>	<u>Bill</u>	<u>Reason</u>
<u>2021 MOTOR VEHICLE</u>						
ACAR LEASING LTD	2021 03 50205	\$861.94				OVERPAID DUE TO ADJUSMENT
ACAR LEASING LTD	2021 03 50276	\$183.72				OVERPAID DUE TO ADJUSMENT
BEATTY WALTER W 3RD	2021 03 52754	\$57.89				OVERPAID DUE TO ADJUSMENT
CORD EDWARD A	2021 03 58259	\$383.71				OVERPAID DUE TO ADJUSMENT
CORD EDWARD A	2021 03 58260	\$299.51				OVERPAID DUE TO ADJUSMENT
DAIMLER TRUST	2021 03 59276	\$668.24				OVERPAID DUE TO ADJUSMENT
DJUVE KARSTEN	2021 03 60891	\$124.28				OVERPAID DUE TO ADJUSMENT
HYUNDAI LEASE TITLING TRUST	2021 03 70340	\$93.08				OVERPAID DUE TO ADJUSMENT
NISSAN INFINITI LT LLC	2021 03 80909	\$313.40				OVERPAID DUE TO ADJUSMENT
PORSCHE LEASING LTD	2021 03 83818	\$115.06				OVERPAID DUE TO ADJUSMENT
VAULT TRUST	2021 03 93304	\$90.62				OVERPAID DUE TO ADJUSMENT
VAULT TRUST	2021 03 93315	\$98.38				OVERPAID DUE TO ADJUSMENT
VAULT TRUST	2021 03 93329	\$293.08				OVERPAID DUE TO ADJUSMENT
VAULT TRUST	2021 03 93491	\$429.30				OVERPAID DUE TO ADJUSMENT
VCFS AUTO LEASING CO	2021 03 93600	\$194.28				OVERPAID DUE TO ADJUSMENT
GOMEZ RUBEN D	2021 04 82965	\$65.98				OVERPAID DUE TO ADJUSMENT
HONDA LEASE TRUST	2021 04 83399	\$165.21				OVERPAID DUE TO ADJUSMENT
TOTAL		<u>\$4,437.68</u>				
<u>2020 REAL ESTATE</u>						
WOLK JAY & DAWN	2020 01 00150	\$1,393.79				OVERPAID IN ERROR
WIENER SAMANTHA & LOWELL	2020 01 01599	\$165.56				OVERPAID IN ERROR
ARENA LOIS	2020 01 04120	\$2,135.06				OVERPAID IN ERROR
DWYER TIMOTHY R & ERIN R	2020 01 04359	\$2,753.11				OVERPAID IN ERROR
FIELDS DIANE FRANCES	2020 01 08238	\$2,210.61				OVERPAID IN ERROR
PALMER MARJORY H	2020 01 16835	\$2,758.77				OVERPAID IN ERROR
MARTIN GEORGE KELLY	2020 01 18122	\$22,056.02				OVERPAID IN ERROR
TOTAL		<u>\$33,472.92</u>				
<u>2020 MOTOR VEHICLE</u>						
ALDRICH HARRISON F JR	2020 03 50938	\$22.17				OVERPAID DUE TO ADJUSTMENT
GOSSELIN KEVIN D	2020 03 66149	\$130.32				OVERPAID DUE TO ADJUSTMENT
NEMETH ERNEST	2020 03 79546	\$135.18				OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$287.67</u>				
<u>2020 SEWER USE</u>						
MUDD SUSAN M	2020 08 01112	\$150.00				OVERPAID IN ERROR
TOTAL		<u>\$150.00</u>				
<u>2019 REAL ESTATE</u>						
HABIB ANTHONY & LARISSA	2019 01 09697	\$2,687.77				OVERPAID IN ERROR
CECCARELLI ROBERT	2019 01 15703	\$14.60				OVERPAID IN ERROR
HOLZNER MARK	2019 01 18480	\$1,848.58				OVERPAID IN ERROR
IANNAZZI CLAIRE	2019 01 19025	\$1,896.40				OVERPAID IN ERROR
HERSH ROBERT	2019 01 19099	\$2,278.02				OVERPAID IN ERROR
TOTAL		<u>\$8,725.37</u>				
<u>2019 MOTOR VEHICLE</u>						
FABRIZI LISA M	2019 03 62795	\$100.74				OVERPAID DUE TO ADJUSTMENT

GAROFALO BRUNO	2019 03 65717	\$10.82
GOSSELIN KEVIN D	2019 03 66797	\$136.36
MCLAUGHLIN EUGENE F JR	2019 03 78249	\$99.93
MCLAUGHLIN EUGENE F JR	2019 03 78250	\$79.30
NEMETH ERNEST	2019 03 80656	\$147.36
POLITI-CARROLL MASONRY LLC	2019 03 84430	\$11.68
RANI NONTIBEKO M	2019 03 85327	\$308.85
TOTAL		<u>\$895.04</u>

OVERPAID DUE TO ADJUSTMENT
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2019 SEWER USE

SALAMON GAARY M & EVA A	2019 08 04629	\$213.60
FARRELL PATRICIA J	2019 08 05578	\$352.44
TOTAL		<u>\$566.04</u>

OVERPAID IN ERROR
OVERPAID IN ERROR

TOTAL TAX	\$48,534.72
TOTAL INTERET	-
<u>GRAND TOTAL</u>	<u>\$48,534.72</u>