

Repairs to the Grange Pool

Glastonbury, CT

Bid GL-2010-37

PROJECT MANUAL



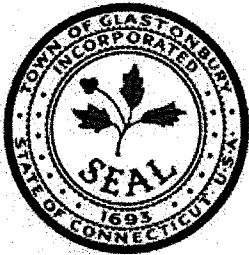
Prepared for:

Town of Glastonbury
Parks & Recreation Department
2155 Main Street
P.O. Box 6523
Glastonbury, CT 06033-2296

Prepared by:

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300 A Street
Boston, MA
617-350-0450

March 2, 2010



TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2010-37	Repairs to Grange Pool	March 25, 2010 at 11:00 a. m.

The Town of Glastonbury is currently seeking bids for Repairs to Grange Pool on Town property located at Hopewell Road, Glastonbury, Connecticut.

Bid Forms may be obtained at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033, (second level) and via the Town's website at www.glastonbury-ct.gov.

A mandatory pre-bid meeting will be held at the project site on March 18, 2010 at 9:00 a.m.

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interests of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

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**REPAIRS TO GRANGE POOL
INFORMATION FOR BIDDERS**

BID #GL-2010-37

1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The award will be on the basis of base bid total cost unless otherwise specified.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. **The envelope enclosing your bid should be clearly marked by bid number, time of bid, opening and date.**
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the bid without extra cost to the Town of Glastonbury.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.
10. Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
11. A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.

Surety bonds shall be written on forms similar in content to A.I.A. Document A312-1984 and executed by a company authorized to transact business in the State of Connecticut and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury

**REPAIRS TO GRANGE POOL
INFORMATION FOR BIDDERS**

BID #GL-2010-37

Department Circular 570, and the attorney-in-fact who executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his power of attorney.

In lieu of a Performance Bond, the Town will also accept either an irrevocable Letter of Credit issued to the Town, a certified check, or a bank check for the full amount of the base bid.

The Performance and Payment Bond shall remain in force and in full value throughout the course of the project. No reduction in bond value shall be acceptable. The cost of all bonds shall be included in the bid.

12. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid/proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**. If the Bidder does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.

16. **Non-Resident Contractors (IF APPLICABLE)**

The Town is required to report names of non-resident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **Upon award, all non-resident contractors must furnish a five percent (5%) sales tax guarantee bond (state form AU-766), or a cash bond for 5% of the total contract price (state form AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Non-resident Contractors SN 2005 (12). If the above bond is not provided, the Town is required to withhold 5% from Contractor's payments and forward it to the State DRS.

**REPAIRS TO GRANGE POOL
INFORMATION FOR BIDDERS**

BID #GL-2010-37

Contractor must promptly furnish to the Town a copy of the Certificate of Compliance issued by the State DRS.

17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
19. It is the responsibility of the bidder to check the Town's website before submitting bid for addendums posted prior to bid opening.
20. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bid responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the bid for review. All bid pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the bid contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.
21. Any technical questions regarding this RFP shall be made in writing (email acceptable) and directed to Raymond E. Purtell, Director of Parks & Recreation, 2155 Main Street, Glastonbury, CT 06033; ray.purtell@glastonbury-ct.gov. For administrative questions concerning this bid, please contact Mary F. Visone, Purchasing Agent at (860) 652-7588. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at www.glastonbury-ct.gov. (Upon entering the website click on Bids & RFPs). The request must be received at least five (5) business days prior to the advertised response deadline. **It is the respondent's responsibility to check the website for addenda prior to submission of any bid /proposal.**
22. Each Bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this Contract.
23. Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive any form, instrument, Addendum or other documents or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his bid or the Contract.
24. A **mandatory** pre-bid meeting will be held at the site, **Grange Pool, Hopewell Road, Glastonbury, CT on March 18th at 9:00 a.m.**
25. Any conflict existing between the Drawings and the Specifications and not brought to the attention of the Owner for clarification before bids are submitted shall be resolved on the basis of furnishing the greatest quantity and/or highest quality indicated, without cost to the Contract.

**REPAIRS TO GRANGE POOL
INFORMATION FOR BIDDERS**

BID #GL-2010-37

26. After the award of the Contract:

- No substitutions will be considered except upon written request of the Contractor and written approval by the Owner.
- Substitutions shall be submitted including the entire system and/or assembly attached hereto.

27. The Bidder agrees to submit a completed Contractor's Qualifications Statement with the Bid Proposal.

IMPORTANT: Failure to comply with general rules may result in disqualification of the bidder.



AIA[®] Document A312[™] – 1984

Performance Bond

CONTRACTOR (*Name, Legal Status and Address*):

SURETY (*Name, Legal Status and Principal Place of Business*):

OWNER (*Name, Legal Status and Address*):

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (*Name and Location*):

*

BOND

Date (*Not earlier than Construction Contract Date*):

Amount: \$

Modifications to this Bond: None See Section 13

CONTRACTOR AS PRINCIPAL
Company: (*Corporate Seal*)

SURETY
Company: (*Corporate Seal*)

Signature: _____
Name and
Title:
(*Any additional signatures appear on the last page*)

Signature: _____
Name and
Title:

(*FOR INFORMATION ONLY - Name, Address and Telephone*)

AGENT or BROKER:

OWNER'S REPRESENTATIVE
(*Architect, Engineer or other party*):

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.

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

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Additions and Deletions Report for **AIA[®] Document A312[™] – 1984**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:49:53 on 02/15/2010.

PAGE 1

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033

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*

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:49:53 on 02/15/2010 under Order No. 6490974663_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 1984 - Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document A312[™] – 1984

Payment Bond

CONTRACTOR (*Name, Legal Status and Address*):

SURETY (*Name, Legal Status and Principal Place of Business*):

OWNER (*Name, Legal Status and Address*):

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (*Name and Location*):

*

BOND

Date (*Not earlier than Construction Contract Date*):

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (*Corporate Seal*)

SURETY

Company: (*Corporate Seal*)

Signature: _____

Name and

Title:

(*Any additional signatures appear on the last page*)

Signature: _____

Name and

Title:

(*FOR INFORMATION ONLY - Name, Address and Telephone*)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(*Architect, Engineer or other party*):

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

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

§ 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Additions and Deletions Report for AIA[®] Document A312[™] – 1984

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PAGE 1

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033

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*

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:50:34 on 02/15/2010 under Order No. 6490974663_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 1984 - Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable): *

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

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.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

- § 1.3.2 State of incorporation:
- § 1.3.3 President's name:
- § 1.3.4 Vice-president's name(s)

- § 1.3.5 Secretary's name:
- § 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

- § 1.4.1 Date of organization:
- § 1.4.2 Type of partnership (if applicable):
- § 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

- § 1.5.1 Date of organization:
- § 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

Additions and Deletions Report for **AIA[®] Document A305[™] – 1986**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:51:09 on 02/15/2010.

PAGE 1

SUBMITTED TO: Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033

...

NAME OF PROJECT *(if applicable):* * _

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:51:09 on 02/15/2010 under Order No. 6490974663_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986 - Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

1. Owner's Representative

The Owner's Representative and contact person shall be Raymond E. Purtell, Director of Parks and Recreation, 2155 Main Street, Glastonbury, CT 06033; (860) 652-7687; Fax: (860) 652-7691; ray.purtell@glastonbury-ct.gov. All correspondence and questions shall be directed to him. In certain instances in the Contract Documents, the Contractor is required to obtain approvals of the Architect/Engineer. The Contractor will work through the Owner's Representative to obtain all such approvals.

2. Discharge of Swimming Pool Wastewater

All discharges of swimming pool wastewater (draining, cleaning, acid cleaning and backwash) must be in compliance with the provisions of the General Permit for the discharge of Swimming Pool Wastewater per Section 22a-430 of the Connecticut General Statutes (CGS). The Contractor shall secure all required permits and approvals.

3. Disposal of Waste Products

The Town of Glastonbury will permit the Contractor to dispose of acceptable waste materials at its Transfer Station and Bulky Waste site at no additional cost provided that the wastes are disposed of in a manner consistent with Town regulations. Permit fees will be waived.

4. Time of Completion

Within ten (10) calendar days after the date of the Notice of Award, the Contractor must provide the appropriate bond and insurance certificates to the Town Purchasing Agent and must be issued a Purchase Order for the Project prior to initiating any work.

Substantial completion of the work included under this contract is required by Friday, May 28, 2010.

5. Liquidated Damages

Time is of the essence of the Contract Documents and all obligations thereunder. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially, or cause the Substantial Completion of any portions of the Work within the Contract Time, as may be extended by the Owner, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be uncertain in amount, or difficult to prove. Therefore, the Owner and the Contractor agree as follows:

- a) If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the per diem sum of Two Hundred Fifty (\$250.00) Dollars for every calendar day that the Contractor is in default, commencing upon the first day following expiration of the contract time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.
- b) The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner, together with interest from the date of the demand at the rate of interest of 10% per annum.



AIA[®] Document A105[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the day of in the year 2010
(In words, indicate day, month and year.)

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

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033

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

for the following Project:
(Name, location and detailed description)
Bid GL-2010-37

Repairs to Grange Pool
Hopewell Road
Glastonbury, CT 06033

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

Bargmann Hendrie + Archetype, Inc.
300 A Street
Boston, MA 02210-1710

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.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

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User Notes:

(1818707791)

TABLE OF ARTICLES

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- 16 TERMINATION OF THE CONTRACT
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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated March 2, 2010, and enumerated as follows:

Drawings:

Number	Title	Date
1	Site Plan	2/24/10
2	Pool Plan	2/24/10
3	Pool Sections	2/24/10

Specifications:

Section	Title	Pages
01100	Summary	01100-1
01270	Unit Prices	01270-1
01330	Submittal Procedures	01330-1
01500	Temporary Facilities &	01550-1

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	Controls	
01732	Selective Demolition	01732-1
01770	Close Out Procedures	01770-1
Section 07920	Joint Sealants	07920-1
Section 13151	Swimming Pool Repairs	13151-1

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
---------------	-------------	--------------

.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than () calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
1. Rebuild and reset existing skimmer, as per keyed notes 1 and 1R, resetting existing coping and providing new scum line tile at skimmer opening.	
2. Install new skimmer, as per keyed notes 2 and 2R, including resetting existing coping, providing new scum line tile at skimmer opening, and new concrete deck.	
3. Reset existing coping as per keyed notes 3 and 3R including mortar, cement, and sealants.	
4. Rake and remove existing sealant between scum line tile and bottom of coping, entire pool, as per	

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User Notes:

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keyed note 4.

§ 3.3 Unit prices, if any, are as follows:

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

Item	Units and Limitations	Price per Unit (\$ 0.00)
------	-----------------------	--------------------------

Unit Price No. 1

Replacement of Damaged Coping Stone, per Section 13151 – Swimming Pool, by providing new coping stone.

Unit Price No. 2

Replacement of Scum Line Tile, per Section 13151 – Swimming

Pool. Provide new tile including the removal and disposal of existing and setting tile units in mortar and grout.

Unit Price No. 3

Crack repair, per Sections 13151 – Swimming Pool and 07920 Joint

Sealant, saw cut hairline cracks (to ¼" wide) in pool tank and repair.

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

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User Notes:

(1818707791)

(Paragraphs deleted)

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

The Contractor shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Contractor and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Contractors Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Contractors Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000

The Contractor shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Contractor shall provide the Town copies of any such insurance policies upon request.

Type of insurance

Limit of liability (\$ 0.00)

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement.

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§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 The Contractor shall provide certificates of insurance showing its respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

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.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 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 seven day period after receipt of written 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, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 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. The Contractor's representative shall be _____ who shall have express authority to bind the Contractor.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Work, materials or equipment which fails to perform under the proper use and normal wear for intended purposes for a period of one year after the date of Substantial Completion shall be considered defective.

§ 8.6 TAXES

The Owner is a tax-exempt entity. The Contractor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the bid or the Contract Sum. A sales tax certificate is available from the Owner upon written request.

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§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 Excluding building permit fees usually incurred by the Owner, which are not due for this Project, the Contractor shall obtain and pay for all other non-owner issued permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. 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 full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

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 and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor for the full cost of such clean up.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner and Architect and their respective consultants, agents, representatives, officials, and employees from and against claims, suits and/or legal actions of any type by third-parties, including without limitation claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type; from all judgments or decrees recovered therefore; and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and reasonable attorneys' fees, which result or arise from the negligent acts or omissions, breaches, errors, torts or other improper unauthorized and/or unlawful acts of the Contractor; defects or breaches of warranty in, caused by, or related to the Work; and/or the Contractor's failure to comply with the provisions of the Contract Documents. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 8.12.

ARTICLE 9 ARCHITECT

§ 9.1 The Owner and the Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Owner and the Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Owner and the Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner and the Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Owner's and Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Owner and the Architect have authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 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.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may by change order, 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 in writing. The following provision shall be prominently displayed on the face of all Change Orders:

"THE CONTRACTOR AGREES THAT THIS CHANGE ORDER ADJUSTS THE CONTRACT PRICE AND TIME TO REFLECT FAIRLY ALL OVERHEAD, PROFIT, CHARGES, COSTS, EXPENSES, DELAYS, DAMAGES AND OTHER PAYMENTS THAT MAY BE CLAIMED DUE AND OWING TO THE CONTRACTOR AS OF THE ABOVE STATED DATE, AND AGREES THAT THE ACCEPTANCE OF THIS CHANGE ORDER BY THE OWNER WILL CONSTITUTE A COMPLETE AND FINAL ACCORD AND SETTLEMENT OF CONTRACTOR'S CLAIMS AGAINST THE OWNER ON ACCOUNT OF THIS OR ANY PRIOR CHANGE IN THE WORK."

§ 10.2 All Change Orders submitted to the Owner will be in the format of AIA, Document G701 Change Order, as revised, and will ensure that all such forms are fully and accurately completed for review by the Owner.

§ 10.3 The Architect, with the prior approval of the Owner, will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

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

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 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 other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, no later than five (5) days after receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 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 requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 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 the Owner can occupy or utilize the Work for its intended use, including approval of all applicable governmental authorities.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall 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.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material 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 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 45 days through no fault of the Contractor, or if the Owner, without cause, fails to make payment as provided in Section 12.4.1 for a period of 45 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead, and reasonable costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;

- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise in breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, 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' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred by reason of such termination.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 Any provision herein to the contrary notwithstanding, Owner shall not be obligated to make any payment to Contractor hereunder if any one or more of the following conditions exist:

- .1 Contractor is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;
- .2 Any part of such payment is attributable to Work which, because of the fault or neglect of the Contractor, is defective or not performed in accordance with the Plans, Drawings and Specifications; provided, however, such payment shall be made as to the part thereof attributable to Work which is performed in accordance with the Plans, Drawings and Specifications and is not defective; or
- .3 Contractor has failed to make payments properly to Contractor's subcontractors or for material or labor used in the Work for which Owner has made payment to Contractor.

No partial payment made hereunder shall be or be construed to be final acceptance or approval of that part of the Work to which such partial payment relates or relieve Contractor of any of its obligations hereunder with respect thereto.

§ 17.2 The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the improvements in accordance with the Plans, Drawings and Specifications. With the submission of each Application for Payment, beginning with the second Application for Payment, the Contractor shall furnish to the Owner a statement accounting for the disbursement of funds received from Owner. Such statement shall itemize all disbursements to Subcontractors and vendors and shall be accompanied by lien waivers executed by Subcontractors and material vendors.

§ 17.3 The Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with the construction, furnishing, and equipping of the improvements and the performance of the Work. Provided that the Owner shall have paid to the Contractor all amount properly due and owing under the Contract Documents, the Contractor shall indemnify and hold the Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, any Subcontractor, or anyone claiming by, through or under them.

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§ 17.4 The Contractor shall perform the Work in accordance with the Contract Documents and all Federal, state, local and building construction standards and rules, regulations and ordinances of the constituted authorities governing such Work, and Contractor shall post all necessary permits at the site.

§ 17.5 The Contractor shall schedule and perform the Work so as not to interfere with any other related or unrelated work being performed by the Owner in or about the site. The Contractor should use its best efforts to minimize its interference with the Owner's continued use and enjoyment of its existing facility.

§ 17.6 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract and the final completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it, through its Subcontractors or otherwise, is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder in a timely manner and has sufficient experience and competence to do so;

§ 17.7 Upon completion of the Work, the Contractor shall furnish to the Owner any of the documents used in construction ("Record Drawings"), marked neatly with red pencil to record all changes made during construction. The Record Drawings shall consist of carefully drawn markings on a set of black and white prints of the drawings obtained especially for the purpose. The Contractor shall identify all changes and circle them. The Contractor shall indicate on the job set of drawings, at the time it occurs, each such field change, for transfer to the Record Drawings.

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*
Town of Glastonbury
Richard J. Johnson
Town Manager

(Printed name, title and address)

CONTRACTOR *(Signature)*

(Printed name, title and address)

Approved as to Form:

Bruce A. Chudwick, Partner
Shipman & Goodwin LLP
As Town Attorney

Approved as to Funding:

Diane M. Waldron
Director of Finance and Administrative Services
Town of Glastonbury

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PAGE 1

AGREEMENT made as of the day of in the year 2010

...

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033

...

Bid GL-2010-37

Repairs to Grange Pool
Hopewell Road
Glastonbury, CT 06033

...

Bargmann Hendrie + Archetype, Inc.
300 A Street
Boston, MA 02210-1710

PAGE 2

- .2 the drawings and specifications prepared by the Architect, dated March 2, 2010, and enumerated as follows:

...

<u>1</u>	<u>Site Plan</u>	<u>2/24/10</u>
<u>2</u>	<u>Pool Plan</u>	<u>2/24/10</u>
<u>3</u>	<u>Pool Sections</u>	<u>2/24/10</u>

...

<u>01100</u>	<u>Summary</u>	<u>01100-1</u>
<u>01270</u>	<u>Unit Prices</u>	<u>01270-1</u>
<u>01330</u>	<u>Submittal Procedures</u>	<u>01330-1</u>
<u>01500</u>	<u>Temporary Facilities & Controls</u>	<u>01550-1</u>
<u>01732</u>	<u>Selective Demolition</u>	<u>01732-1</u>
<u>01770</u>	<u>Close Out Procedures</u>	<u>01770-1</u>

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Section 07920

Joint Sealants

07920-1

Section 13151

Swimming Pool Repairs

13151-1

PAGE 3

1. Rebuild and reset existing skimmer, as per keyed notes 1 and 1R, resetting existing coping and providing new scum line tile at skimmer opening.
2. Install new skimmer, as per keyed notes 2 and 2R, including resetting existing coping, providing new scum line tile at skimmer opening, and new concrete deck.
3. Reset existing coping as per keyed notes 3 and 3R including mortar, cement, and sealants.
4. Rake and remove existing sealant between scum line tile and bottom of coping, entire pool, as per keyed note 4.

PAGE 4

Unit Price No. 1

Replacement of Damaged Coping Stone, per Section 13151 – Swimming Pool, by providing new coping stone.

Unit Price No. 2

Replacement of Scum Line Tile, per Section 13151 – Swimming

Pool. Provide new tile including the removal and disposal of existing and setting tile units in mortar and grout.

Unit Price No. 3

Crack repair, per Sections 13151 – Swimming Pool and 07920 Joint

Sealant, saw cut hairline cracks (to ¼" wide)

in pool tank and repair.

PAGE 5

~~§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.~~

...

The Contractor shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Contractor and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Contractors Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Contractors Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000

The Contractor shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Contractor shall provide the Town copies of any such insurance policies upon request.

...

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. ~~The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.~~

PAGE 6

§ 5.4 ~~Each party~~ The Contractor shall provide certificates of insurance showing ~~their~~ its respective coverages prior to commencement of the Work.

...

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. ~~The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.~~ Owner.

PAGE 7

§ 8.3.1 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. The Contractor's representative shall be _____ who shall have express authority to bind the Contractor.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner ~~through and~~ the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

...

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Work, materials or equipment which fails to perform under the proper use and normal wear for intended purposes for a period of one year after the date of Substantial Completion shall be considered defective.

...

~~The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.~~ Owner is a tax-exempt entity. The Contractor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the bid or the Contract Sum. A sales tax certificate is available from the Owner upon written request.

PAGE 8

§ 8.7.1 ~~The~~ Excluding building permit fees usually incurred by the Owner, which are not due for this Project, the Contractor shall obtain and pay for the building permit and other all other non-owner issued permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

...

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 and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

...

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor for the full cost of such clean up.

...

To the fullest extent permitted by law, ~~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. Owner and Architect and their respective consultants, agents, representatives, officials, and employees from and against claims, suits and/or legal actions of any type by third parties, including without limitation claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type; from all judgments or decrees recovered therefore; and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and reasonable attorneys' fees, which result or arise from the negligent acts or omissions, breaches, errors, torts or other improper unauthorized and/or unlawful acts of the Contractor; defects or breaches of warranty in, caused by, or related to the Work; and/or the Contractor's failure to comply with the provisions of the Contract Documents. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 8.12.

...

§ 9.1 The Owner and the Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Owner and the Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Owner and the Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner and the Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Owner's and Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 ~~The Architect has~~ Owner and the Architect have authority to reject Work that does not conform to the Contract Documents.

PAGE 9

§ 10.1 The Owner, without invalidating the Contract, may by change order, 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 in writing. ~~If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.~~ The following provision shall be prominently displayed on the face of all Change Orders:

"THE CONTRACTOR AGREES THAT THIS CHANGE ORDER ADJUSTS THE CONTRACT PRICE AND TIME TO REFLECT FAIRLY ALL OVERHEAD, PROFIT, CHARGES, COSTS, EXPENSES, DELAYS, DAMAGES AND OTHER PAYMENTS THAT MAY BE CLAIMED DUE AND OWING TO THE CONTRACTOR AS OF THE ABOVE STATED DATE, AND AGREES THAT THE ACCEPTANCE OF THIS CHANGE ORDER BY THE OWNER WILL CONSTITUTE A COMPLETE AND FINAL ACCORD AND SETTLEMENT OF CONTRACTOR'S CLAIMS AGAINST THE OWNER ON ACCOUNT OF THIS OR ANY PRIOR CHANGE IN THE WORK."

§ 10.2 ~~The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly. All Change Orders submitted to the Owner will be in the format of AIA, Document G701 Change Order, as revised, and will ensure that all such forms are fully and accurately completed for review by the Owner.~~

§ 10.3 ~~If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment. The Architect, with the prior approval of the Owner, will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.~~

§ 10.4 ~~If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.~~

PAGE 10

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, ~~upon~~ no later than five (5) days after receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

...

§ 12.5.1 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 the Owner can occupy or utilize the Work for its intended use, including approval of all applicable governmental authorities.

PAGE 11

If the Architect fails to certify payment as provided in Section 12.3 for a period of ~~30~~ 45 days through no fault of the Contractor, or if the ~~Owner~~ Owner, without cause, fails to make payment as provided in Section 12.4.1 for a period of ~~30~~ 45 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable ~~overhead and profit, and~~ overhead, and reasonable costs incurred by reason of such termination.

...

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

PAGE 12

- .3 ~~persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or~~
- .4 ~~is otherwise guilty of substantial-in breach of a provision of the Contract Documents.~~

~~§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may 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' written notice, terminate employment of the Contractor and may~~

...

~~The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed-termination.~~

...

§ 17.1 Any provision herein to the contrary notwithstanding, Owner shall not be obligated to make any payment to Contractor hereunder if any one or more of the following conditions exist:

- .1 Contractor is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;
- .2 Any part of such payment is attributable to Work which, because of the fault or neglect of the Contractor, is defective or not performed in accordance with the Plans, Drawings and Specifications; provided, however, such payment shall be made as to the part thereof attributable to Work which is performed in accordance with the Plans, Drawings and Specifications and is not defective; or
- .3 Contractor has failed to make payments properly to Contractor's subcontractors or for material or labor used in the Work for which Owner has made payment to Contractor.

No partial payment made hereunder shall be or be construed to be final acceptance or approval of that part of the Work to which such partial payment relates or relieve Contractor of any of its obligations hereunder with respect thereto.

§ 17.2 The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the improvements in accordance with the Plans, Drawings and Specifications. With the submission of each Application for Payment, beginning with the second Application for Payment, the Contractor shall furnish to the Owner a statement accounting for the disbursement of funds received from Owner. Such statement shall itemize all disbursements to Subcontractors and vendors and shall be accompanied by lien waivers executed by Subcontractors and material vendors.

§ 17.3 The Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with the construction, furnishing, and equipping of the improvements and the performance of the Work. Provided that the Owner shall have paid to the Contractor all amount properly due and owing under the Contract Documents, the Contractor shall indemnify and hold the Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, any Subcontractor, or anyone claiming by, through or under them.

§ 17.4 The Contractor shall perform the Work in accordance with the Contract Documents and all Federal, state, local and building construction standards and rules, regulations and ordinances of the constituted authorities governing such Work, and Contractor shall post all necessary permits at the site.

§ 17.5 The Contractor shall schedule and perform the Work so as not to interfere with any other related or unrelated work being performed by the Owner in or about the site. The Contractor should use its best efforts to minimize its interference with the Owner's continued use and enjoyment of its existing facility.

§ 17.6 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract and the final completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it, through its Subcontractors or otherwise, is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder in a timely manner and has sufficient experience and competence to do so;

§ 17.7 Upon completion of the Work, the Contractor shall furnish to the Owner any of the documents used in construction ("Record Drawings"), marked neatly with red pencil to record all changes made during construction. The Record Drawings shall consist of carefully drawn markings on a set of black and white prints of the drawings obtained especially for the purpose. The Contractor shall identify all changes and circle them. The Contractor shall indicate on the job set of drawings, at the time it occurs, each such field change, for transfer to the Record Drawings.

PAGE 13

Town of Glastonbury
Richard J. Johnson
Town Manager

...

LICENSE NO.:
JURISDICTION:

Approved as to Form:

Approved as to Funding:

Bruce A. Chudwick, Partner
Shipman & Goodwin LLP
As Town Attorney

Diane M. Waldron
Director of Finance and Administrative Services
Town of Glastonbury

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:30:52 on 03/05/2010 under Order No. 6490974663_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2007 - Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**REPAIRS TO GRANGE POOL
BID PROPOSAL**

BID #GL-2010-37

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____

To the Town of Glastonbury (hereinafter called "Town").

In compliance with your Invitation to Bid, the Bidder hereby proposes to furnish materials and/or services as per Bid Number GL-2010-37 in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

The Bidder acknowledges receipt of the following:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

It is the responsibility of the Bidder to check the Town's website for any Addendum before submitting the bid.

**REPAIRS TO GRANGE POOL
 BID PROPOSAL**

BID #GL-2010-37

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	Rebuild and reset existing skimmer, as per keyed notes 1 and 1R, resetting existing coping and providing new scum line tile at skimmer opening.	5	\$ _____/ea	\$ _____
2.	Install new skimmer, as per keyed notes 2 and 2R, including resetting existing coping, providing new scum line tile at skimmer opening, and new concrete deck.	4	\$ _____/ea	\$ _____
3.	Reset existing coping as per keyed notes 3 and 3R including mortar, cement, and sealants.	60	\$ _____/ea	\$ _____
4.	Rake and remove existing sealant between scum line tile and bottom of coping, entire pool, as per keyed note 4.		\$ _____ea	\$ _____
TOTAL BASE BID (Total of Items 1 – 4 above)				\$ _____

WRITTEN AMOUNT \$ _____

Unit Prices:

The above-referenced unit prices will be used as the basis for any adjustments to the base bid as maybe required due to changes in the quantity of work required. In addition, the Bidder proposes the following unit prices for any work added to or deducted from the contract sum by appropriate modification if the scope of work or estimated quantities of work required by the contract documents are increased or decreased.

Unit Price No. 1

Replacement of Damaged Coping Stone, per Section 13151 – Swimming Pool, by providing new coping stone. \$ _____/ea

Unit Price No. 2

Replacement of Scum Line Tile, per Section 13151 – Swimming Pool. Provide new tile including the removal and disposal of existing and setting tile units in mortar and grout. \$ _____/sf

Unit Price No. 3

Crack repair, per Sections 13151 – Swimming Pool and 07920 Joint Sealant, saw cut hairline cracks (to ¼” wide) in pool tank and repair. \$ _____/lf

Other Items Required with Submission of Bid Proposal

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

- _____ Bid Bond (10% of the base bid amount)
- _____ Contractors Qualifications Statement
- _____ Bid Proposal Forms (BP1 – BP4)
- _____ Acknowledgement of Addendums (if any)

**REPAIRS TO GRANGE POOL
BID PROPOSAL**

BID #GL-2010-37

**TOWN OF GLASTONBURY
BID/PROPOSAL**

DATE ADVERTISED 3/12/10

**GL #
DATE/TIME DUE**

**2010-37
March 25, 2010 @ 11:00 a.m.**

NAME OF PROJECT Repairs to Grange Pool

It is the responsibility of the Bidder to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it is also THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDUMS POSTED PRIOR TO BID OPENING.

CODE OF ETHICS

I/We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes _____ No _____*

***Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.**

Respectfully submitted:

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number/Fax Number

E-Mail Address

SS# or TIN#

(Seal – If bid is by a Corporation)

Attest

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. The Project consists of skimmer, coping, tile, concrete deck and sealant repairs to the Grange Pool, Glastonbury, CT.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Repairs to the Grange Pool
 - 1. Project Location: Grange Pool, Hopewell Road. Glastonbury, CT.
- B. Owner: Town of Glastonbury Parks & Recreation Department, 2155 Main Street, PO Box 6523, Glastonbury, CT.
 - 1. Owner's Representative: Raymond E. Purtell, Director of Parks & Recreation.
- C. Architect: Bargmann Hendrie + Archetype, Inc, 300 A Street, Boston, MA 02210, Contact: Tom Scarlata.

1.4 SCOPE OF WORK

- A. The Work includes the following:
 - 1. Saw-cutting and remove existing concrete deck.
 - 2. Excavation and removal of existing skimmer units.
 - 3. Installation of new skimmer units including backfilling.
 - 4. New concrete pool deck to replaced demolished sections.
 - 5. Removal and resetting of existing precast coping units.
 - 6. Removal and replacement of damaged scum line tile.
 - 7. New sealant work.
 - 8. Pressure Testing all skimmer lines.

1.5 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.6 UNIT PRICES

- A. Unit Prices for portions of the Work are required. Refer to Section 01270- Unit Prices.

1.7 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Use of Existing Building: Maintain existing building in a weather-tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.8 ELECTRICITY AND LIGHTING

- A. Contractor may use standard power at site. Power for specialized equipment such as compressors shall be provided by the contractor.
- B. Temporary Electrical: Temporary electrical work shall meet requirements of NFPA 70-1996 (NEC), Article 305.

1.9 TELEPHONE

- A. Contractor shall have cellular telephone service available at all time on site.

1.10 WATER

- A. Water is currently available at the site.

1.11 SANITARY FACILITIES

- A. Contractor will have access to toilet facilities within bathhouse. Maintain and clean toilet facilities at least weekly.

1.12 HOUSEKEEPING

- A. Keep project neat, orderly, and in a safe condition at all times.
- B. Provide enough containers for collecting construction debris and construction materials to be recycled.
- C. Wet down dry materials and rubbish to prevent blowing dust.

- D. Keep volatile wastes in covered containers.
- E. Utilize excavated material as soon as possible.

1.13 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1.14 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing site during normal business working hours of 7 a.m. to 4 p.m., Monday through Friday, except otherwise indicated.
- B. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.

1.15 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

Repairs to the Grange Pool
Glastonbury, CT

BH+A Project No. 2958

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

SECTION 01270 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price 1: Replacement of Damaged Coping Stone.

1. Description: Replacement of Damaged Coping Stone per section 13151-Swimming Pool Repairs. Provide new coping stone including removal and disposal of existing and setting of new coping stone.
2. Unit of Measurement: Lump sum cost for each unit

B. Unit Price No. 2: Replacement of Scum Line Tile.

1. Description: Replacement of Scum Line Tile per section 13151-Swimming Pool Repairs. Provide new tile including removal and disposal of existing and setting of tile including tile units mortar and grout.
2. Unit of Measurement: Square Foot. *1.8 ft*

C. Unit Price No. 3: Crack Repair -Hairline to 1/4 inch Wide

1. Description: Sawcut cracks in the pool tank and finish and fill with Joint sealant specified in Section 07920.
2. Unit of Measurement: Linear Ft. of Crack

D. Unit Price No. 4: Replace Skimmer Unit

1. Description: Sawcut and demolish pool deck, pool wall and existing skimmer unit. Provide new skimmer unit, including all connections. Rebuild and repair pool wall, pour new pool deck, and reset coping stone.
2. Work is specified in Sections 01732 Selective Demolition, 07920 Joint Sealants, and 13151 Swimming Pool Repairs.
3. Unit of Measurement; Lump Sum cost per unit.

END OF SECTION 01270

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on **Architect's** receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 3 Business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required.
- C. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
- D. Options: Identify options requiring selection by the Architect.
- E. Deviations: Identify deviations from the Contract Documents on submittals.
- F. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form.
- G. Use for Construction: Use only final submittals that are marked with approval notation from Architect's stamp or submittal response form.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. Submittals can be sent as hardcopy, via fax or email.
 - 1. Submit electronic submittals via email as PDF electronic files. Email to tscarlata@bhplus.com
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp or prepare a submittal response form that will indicate **action, as follows:**
 - 1. Approved
 - 2. Approved as noted
 - 3. Revised and Resubmit
 - 4. Or Disapproved

3.3 ARCHITECT'S ACTION STAMP SAMPLE

BARGMANN HENDRIE + ARCHETYPE, INC.

This submittal has been reviewed for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. This review has not been 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 designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of 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. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

ACTION:

Reviewed and approved, subject to the limitations noted above.

Reviewed and approved as noted, subject to the limitations noted above.

Revise and resubmit.

Disapproved.

By: _____ Date: _____

A.

END OF SECTION 01330

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. Water Service: Owner will pay water service use charges for water used by all entities for construction operations.
- B. Electric Power Service: Owner will pay electric power service use charges for electricity used by all entities for construction operations.

1.4 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- B. Sanitary Facilities: Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner. CONTRACTOR SHALL PROVIDE POWER IN THE FORM OF PORTABLE GENERATORS IF THE EXISTING POWER AT THE POOL IS NOT ADEQUATE TO SUPPORT CONTRACTOR'S SPECIALIZED EQUIPMENT.
- D. Telephone Service: Contractor shall have cellular telephone service.

3.2 SUPPORT FACILITIES INSTALLATION

- A. Parking: Use existing parking areas for construction personnel.
- B. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Site Enclosure Fence: Maintain existing site enclosure fence at all times.
- C. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION 01500

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of swimming pool deck, copings, portions of pool wall, skimmers, and pool tile.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 SUBMITTALS

- A. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

1.5 PROJECT CONDITIONS

- A. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

3.2 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Dispose of demolished items and materials promptly.
- B. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.3 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

3.5 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 01732

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 3. Complete final cleaning requirements.
 - 4. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit copy of Architect's Substantial Completion inspection list and certified that each item has been completed or otherwise resolved for acceptance.

- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect or Owner will either proceed with inspection or notify Contractor of unfulfilled requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Construction Waste Disposal: Comply with waste disposal requirements in Division 1 Section "Temporary Facilities and Controls."

END OF SECTION 01770

SECTION 07920 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes exterior and interior sealants. Work includes, but is not limited to:
 1. Joints in swimming pool tank.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multi-component materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
 2. When joint substrates are wet.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified in the sealant schedules at the end of Part 3.

2.2 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

2.3 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

3.6 ELASTOMERIC JOINT-SEALANT SCHEDULE

- A. 07920 Two-Part High Performance Swimming Pool Sealant : Where joint sealants are indicated within the swimming pool tank, provide products complying with the following:
 - 1. Products:
 - a. Vulkem 45 227
 - b. Or equal
 - 2. Type and Grade: M (multi-component) NS (non-sag)
 - 3. Approval: USDA approved.
 - 4. Class: 25.
 - 5. Use Related to Exposure: NT (non-traffic).
 - 6. Uses Related to Joint Substrates: NT, M, T A, and, as applicable to joint substrates indicated, O.
 - 7. Applications: Sealant joints within the swimming pool structure subject to immersion in chlorinated water.
- B. Multi-component Urethane Sealant For Concrete Deck Joint : Where joint sealants of this type are indicated, provide products complying with the following:
 - 1. Products:
 - a. Tremco; THC-901.
 - b. Or equal
 - 2. Type and Grade: M (multicomponent)
 - 3. Class: 25.
 - 4. Use Related to Exposure: T (traffic).
 - 5. Uses Related to Joint Substrates: M, T and, as applicable to joint substrates indicated, O.
 - 6. Applications: Horizontal joints in exterior slabs on grade, concrete sidewalks, and pool decks.

END OF SECTION

SECTION 13151 –SWIMMING POOL REPAIRS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Work to be done under this Section is shown on the Drawings and includes replacement of designated existing skimmer units, resetting of existing coping stones, and new scum line tile, concrete deck repair.
- B. Work also includes pressure testing of existing and new skimmer pool skimmer piping lines.

1.3 UNIT PRICES

- A. Unit Prices Specified in Section 01270 are part of the Work of this Section.

1.4 POOL CONTRACTOR'S QUALIFICATIONS

- A. The Owner reserves the right to reject any Contractor who does not meet the Project Requirements defined in the Article Quality Assurance.

1.5 REFERENCE STANDARDS

- A. The pool related work shall be in accordance with applicable local, state, and national codes and regulations including but not limited to:
 - 1. Town of Glastonbury Ordinances
 - 2. State of Connecticut Swimming Pool Code
 - 3. NSF: National Sanitation Foundation
 - 4. NSPI: National Spa & Pool Institute
 - 5. ANSI: American National Standards
 - a. ANSI A108.1B - American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex Portland Cement Mortar.
 - b. ANSI A108.5 - American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.
 - c. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework.
 - d. ANSI A118.4 - American National Standard Specifications for Latex-Portland Cement Mortar.

- e. ANSI A118.6 - American National Standard Specifications for Ceramic Tile Grouts.
- 6. TCA (HB) – Tile Council of America
 - a. Handbook For Ceramic Tile Installation; Tile Council of America.

1.6 SUBMITTALS

- A. Tile: Submit product data and samples of pool tile.
- B. Skimmer Units: Product data.

1.7 QUALITY ASSURANCE

- A. Due to the specialized nature of the specified work and products the equipment described herein and all contractors shall be required to have a minimum of 5 years operating history.
- B. All pool tile work shall be performed by mechanics skilled in this trade with a minimum of 3 years experience.
- C. The contractor shall submit a list of projects five (5) projects of a similar nature. List shall include contact names, addresses, telephone numbers and year of work..

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver cementitious materials to site in manufacturer's standard packages. Immediately upon delivery to site, store in waterproof area. No cementitious or other material that has become caked or hardened will be permitted in the work.
- B. All materials shall be adequately protected during construction.
- C. Tile and finishes shall be protected from dirt that might blow onto the fresh surface, using canvas, or other covering to protect the surfaces until set and cured.

1.9 WARRANTY

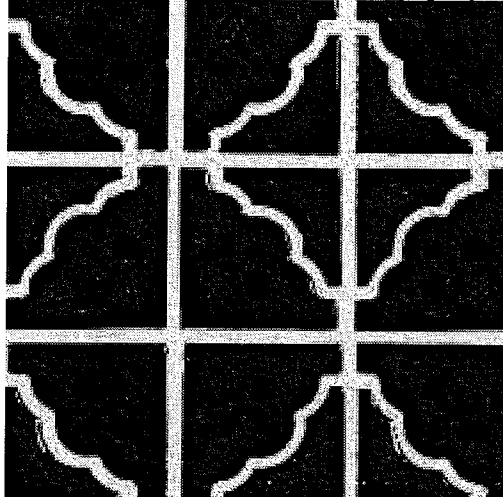
- A. Contractor shall provide a 1-year warranty to cover 100% of all labor and materials required to correct defects, leaks, and repairs resulting from the failure of installed or manufactured components of the completed work.

PART 2 - PRODUCTS

2.1 SCUM LINE TILE

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1, "Specifications for Ceramic Tile," for types, compositions, and other characteristics indicated.

- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI standards referenced in "Setting Materials" and "Grouting Materials".
- C. Tile shall match existing 2 x 2 tile.
 - 1. Cepac Tile, Venus Tiles, VS-808
 - 2. http://www.cepac tile.com/product_pages/products_venus.html



- 3.
- D. Mortar and Grout Materials: Provide products from one of the following manufacturers:
 - 1. American Olean Tile Company.
 - 2. Boiardi Products Corporation.
 - 3. Bonsal: W.R. Bonsal Company.
 - 4. Laticrete International, Inc.
 - 5. Mapei Corporation.
 - 6. Southern Grouts & Mortars, Inc.
- E. Mortar Bond Coat: Dry-set mortar or latex Portland cement mortar on a cured bed to conform with ANSI A108.5
- F. Grout: Non sanded latex-portland cement grout conforming with ANSI A118.6

2.2 SURFACE SKIMMERS

- A. Surface skimmers – Hayward #SP1082FVE or equal.
- B. Top Water Skimmers complete with plastic floating weir, perforated skimmer basket and 2 inch pipe section and balance line connection. Skimmer shall have a removable cover with mounting ring. Existing pool documents indicated a flow rate of 30 gpm.

2.3 DECK REPLACEMENT

- A. Provide 2500 PSI concrete mix for areas of deck removed to accommodate new skimmer. Provide welded wire fabric reinforcing. Provide 12 inch long reinforcing steel dowels to tie the

new concrete to the existing concrete pool deck. Provide light broom finish to match existing concrete.

- B. Welded Wire Fabric shall be 6x6xw1.4xw.14.
- C. Reinforcing Bar Dowels: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- D. Refer to skimmer replacement in Part 3 of these specifications.

2.4 COPINGS- UNIT PRICE WORK

- A. Provide precast concrete coping units with bullnose handhold and profile to match existing. Surface of coping shall match existing.
- B. Provide radiused bullnose unit at corners, if required, to match existing.

PART 3 - EXECUTION

3.1 SKIMMER REPLACEMENT

- A. Remove existing concrete deck per Section 01732.
- B. Install skimmers in strict accordance with manufacturer's recommendations, and code requirements. Anchor firmly in position and make all required connections.
- C. Backfill and compact around skimmer unit and piping.
- D. Rebuild pool wall using cement mortar as needed.
- E. Reset coping unit.
- F. Provide new concrete pool deck.
 - 1. Drill and grout reinforcing steel dowel into existing concrete pool deck. Provide dowels at 12 inches O.C., but not less than two (2) dowels along each cut.
 - 2. Cut and place WWF around skimmer unit; support WWF on concrete bricks to ensure WWF location in center of slab.
 - 3. Place concrete.
 - 4. Provide tooled or sawcut joint between new and existing concrete deck.
 - 5. Provide sealant specified in Section 07920 in the tooled or sawcut joint.
- G. Provide new scum line tile specified elsewhere in this Section.

3.2 CEMENT GROUT

- A. Shall be composed of one volume of Portland Cement to two volumes of fine aggregates.
- B. The material shall be mixed dry and water added just sufficient to make the mixture flow under its own weight.

- C. For dry tamp cement grout, a minimum of water shall be added to the mix so that when wet sample is squeezed hard in the hand, surface moisture but no free water shall appear on the sample.
- D. Provide at tank repairs related to skimmer replacement.

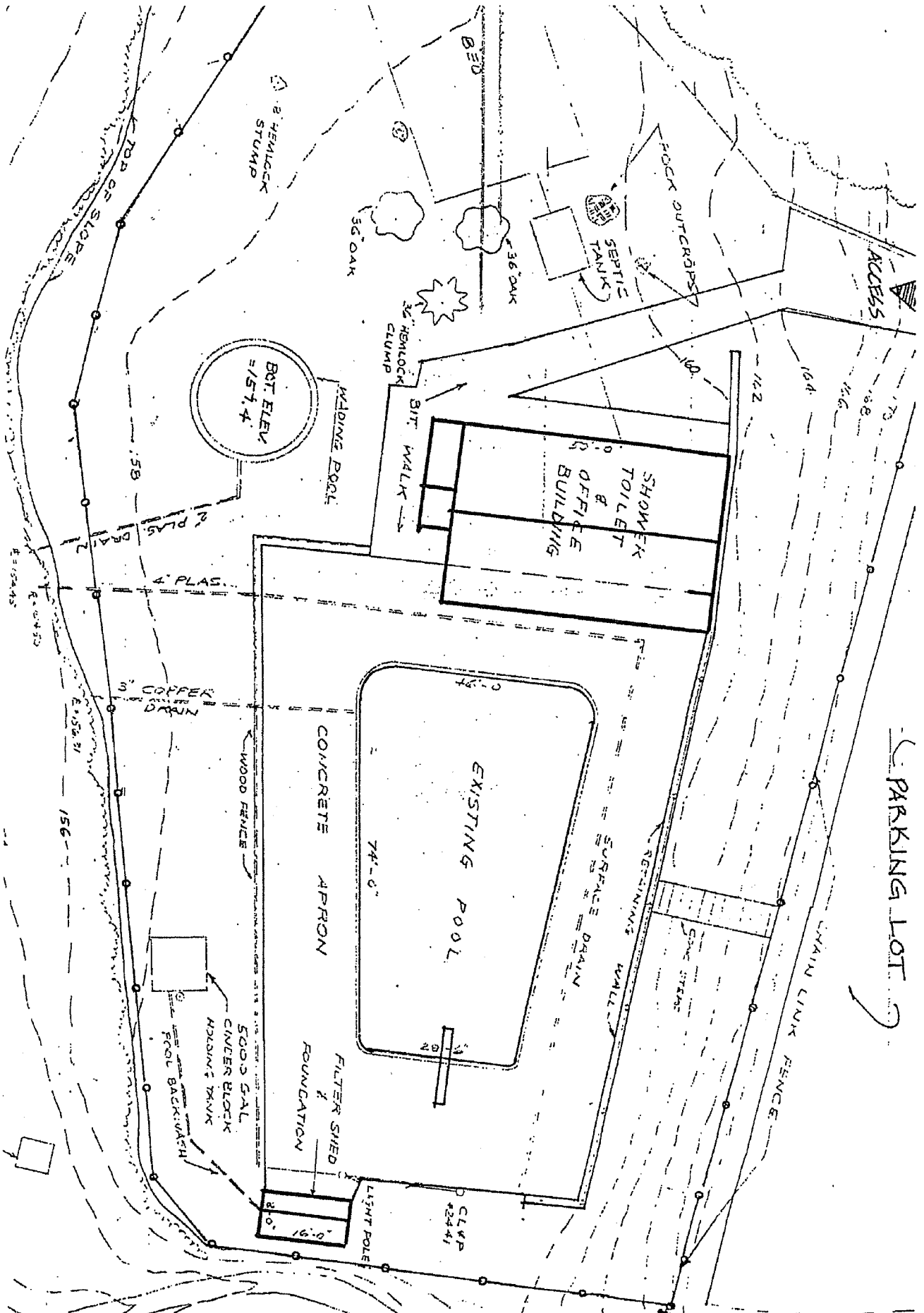
3.3 SCUM LINE TILE

- A. Tiles shall be installed using TCA Method P601-99, thin-set swimming pool installation.
- B. Latex Portland cement mortar shall be installed according to ANSI-A108.5
- C. Grout shall be installed according to ANSI- A118.6.
- D. Return scum line tile into skimmer boxes. Neatly cut and trim tile to fit existing or new box openings.
- E. Provide bullnose units at transition from pool surface and skimmer horizontal tile.

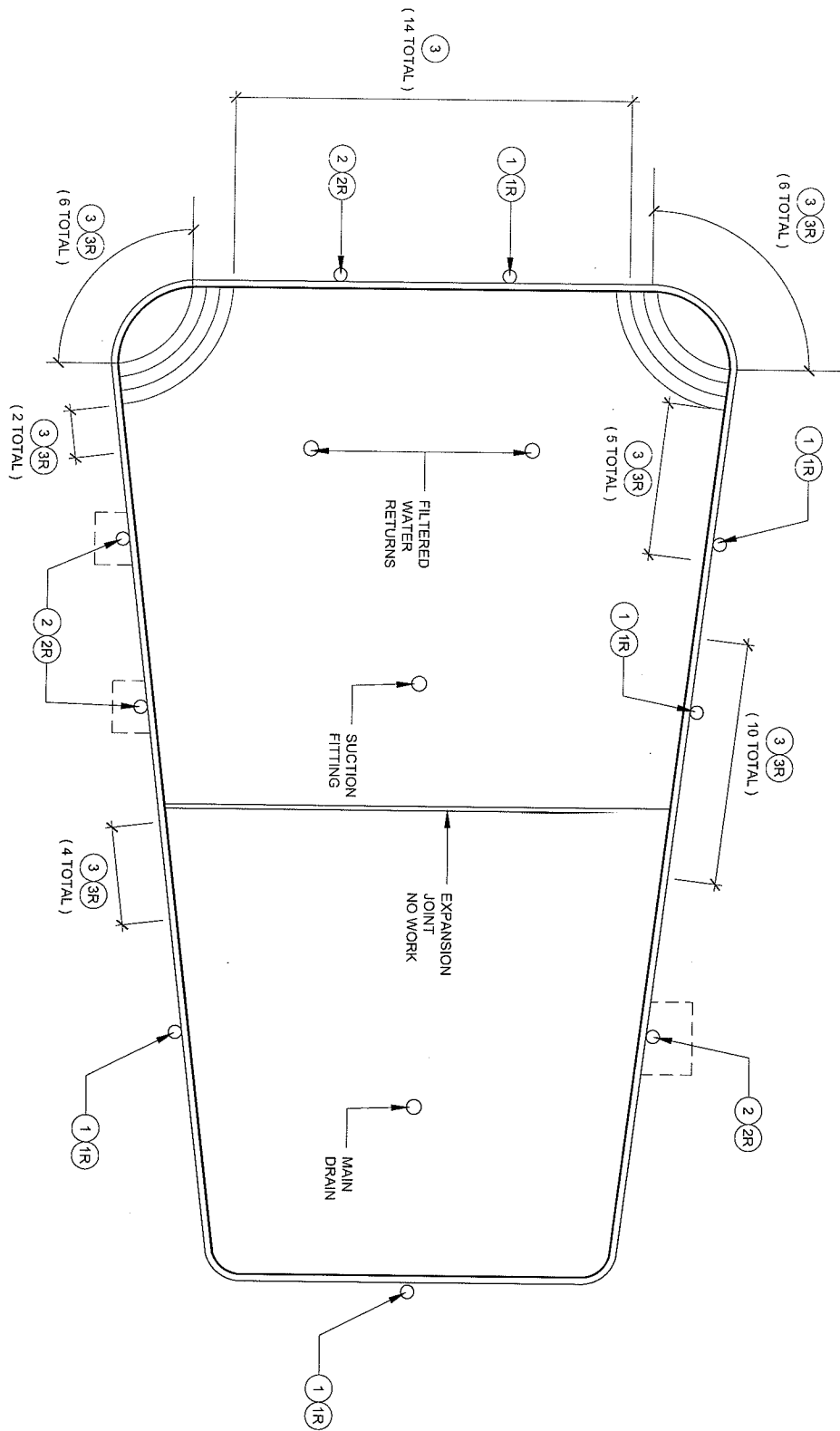
3.4 REMOVAL AND PREPARATION OF EXISTING COPING UNITS (STONES)

- A. Remove existing coping units where indicated. Number and stockpile units for reinstallation.
- B. Remove all loose and remaining mortar on salvaged units.
- C. Fill small chips and spalls with new mortar on salvaged units. The intent of this work is to remove sharp edges on the exposes surfaces of the coping.
- D. If units are severely damaged, notify the Owner and Architect. Provide new coping unit to match existing (Unit Price Work).

END OF SECTION 13150



PARKING LOT ?



KEYED NOTES:

1. Remove existing scum line tile, vertical and horizontal at skimmer opening; remove and salvage existing coping if required.
 - 1R. Reset existing coping as required; provide new scum line tile at skimmer opening including sealant between tile and skimmer unit as required to provide a watertight assembly.
 2. Sawcut existing swimming pool deck; remove and salvage existing coping; remove horizontal and vertical scum line tile at opening required to accommodate removal of skimmer; remove existing skimmer unit including all required excavation.
 - 2R. Provide new skimmer unit; size to match existing including connections to suction and equalizer lines; backfill around new skimmer assembly; provide new concrete paving. Concrete paving shall be dowelled into existing paving shall contain WWF. Refer specifications.
- Provide tooled or sawcut joint between existing and new concrete paving; fill joint with sealant.
- Provide new scum line tile at skimmer opening including sealant between tile and skimmer unit to ensure a watertight assembly.
3. Remove existing coping; remove excess grout, mortar, cement and sealants; prepare for reinstallation.
 - 3R. Reset existing coping.
 4. Rake and remove existing sealant between scum line tile and bottom of coping.

KEYED NOTES:

1. Remove existing scum line tile, vertical and horizontal at skimmer opening; remove and salvage existing coping if required.

1R. Reset existing coping as required; provide new scum line tile at skimmer opening including sealant between tile and skimmer unit as required to provide a watertight assembly.

2. Sawcut existing swimming pool deck; remove and salvage existing coping; remove horizontal and vertical scum line tile at opening required to accommodate removal of skimmer; remove existing skimmer unit including all required excavation.

ZR. Provide new skimmer unit; size to match existing including connections to suction and equalizer lines; Backfill around new skimmer assemblies; provide new concrete paving. Concrete paving shall be dowelled into existing; paving shall contain WWF. Refer specifications.

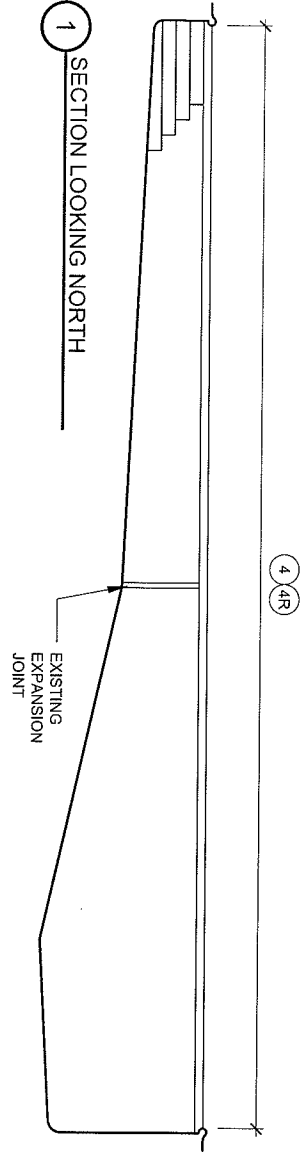
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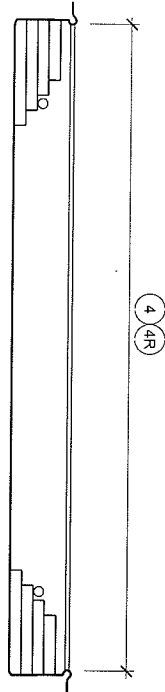
3. Remove existing coping; remove excess grout, mortar, cement and sealants; prepare for reinstallation.

3R. Reset existing coping.

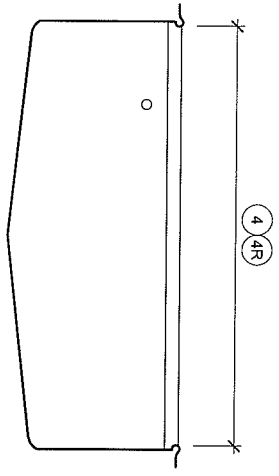
4. Rake and remove existing sealant between scum line tile and bottom of coping.



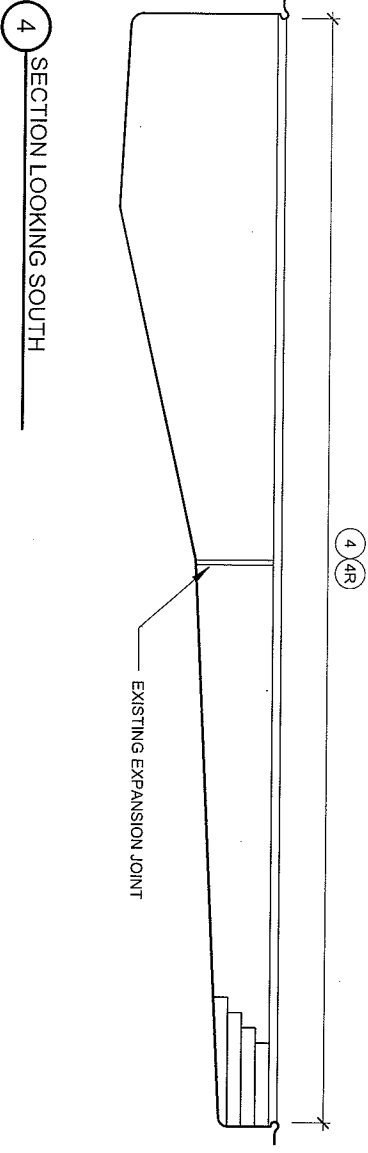
1 SECTION LOOKING NORTH



2 SECTION LOOKING WEST



3 SECTION LOOKING EAST



4 SECTION LOOKING SOUTH