



**TOWN OF PUTNAM**  
MUNICIPAL COMPLEX  
TOWN HALL  
200 SCHOOL STREET • PUTNAM, CT 06260

## Rotary Park Bandstand Roof Replacement

Documents dated March 2022

Bid Opening: Tuesday, March 29, 2022 at 2PM

### Project Bid Documents:

Invitation to Bidders, Instructions to Bidder and General Conditions, Proposal  
Price Form, Forms of Contract, and Technical Specifications

Mayor Barney Seney

Town Administrator, Elaine Sistare P.E.

Recreation Director, Wilfred Bousquet





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Table of Contents:

Section 00010 Invitation to Bid

Section 00100 Instructions to Bidders and General Conditions

Section 00300 Proposal Price Form

Agreement A105

Technical Specifications 07400 Roof Replacement

Appendices

Appendix A: For Information Only, copy of original ~2002 roof specification

Appendix B: For Information Only, copy of elevations of ~2002

Appendix C: For Information Only, photos of structure







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**SECTION 00010 INVITATION TO BID**

The Town of Putnam, Connecticut will receive sealed bids for “Rotary Park Bandstand Roof Replacement” project until 2:00 p.m. local time on Tuesday, March 29, 2022, at the Municipal Complex, Room 109, which is located at 200 School Street, Putnam, Connecticut, after which no bids will be accepted and at which time and place the bids will be publicly opened and read aloud. All bids are to be plainly sealed and marked on the outside of the envelope: **“Rotary Park Bandstand Roof Replacement”**.

Work under this contract includes removal of existing shingle roofing, evaluation of substrate plywood, installation of a 40 mil Peel & Stick membrane underlayment, and replacement of roof with a preformed metal standing seam roof system fabricated of .040 Aluminum complete with fasteners, closures, trim, and related sealants and other associated work in the Town of Putnam. Specifications and Proposal Forms will be available online, beginning **March 4<sup>th</sup>, 2022**, at: <https://www.putnamct.us/government/town-administrator/bidsrfps> .

Bidders shall submit two (2) original copies of their Proposal on the forms provided, in a sealed envelope plainly marked with the appropriate project title.

Proposals received after the time designated will be returned to bidder, unopened.

Bidders must register in the office of the Town Administrator, by emailing [denise.geeza@putnamct.us](mailto:denise.geeza@putnamct.us) so that all bidders may be notified of any addenda to the Contract Documents during the bidding period. The Town of Putnam shall not be responsible or liable to any bidder for its failure to register or to receive or acknowledge any addenda.

**A mandatory pre-bid conference will take place on at 10:00 a.m. on March 15<sup>th</sup>, 2022, starting at the Municipal Complex, Room 109, 200 School Street, Putnam, CT; after which a site visit will be conducted.**

A satisfactory Bid Bond or Certified Check in the amount equal to five percent (5%) of the base bid shall be submitted with each bid. The Bid Bond shall be made payable to the Town of Putnam and shall be properly executed by the bidder. The successful bidder must post a one hundred percent (100%) Performance and Labor and Materials Payment Bond on notice of contract award.

Award of Contract will be made, if at all, to the lowest, responsible, and qualified bidder. The Town of Putnam reserves the right to accept or reject any and all bids, to waive informalities, or



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to accept any bid deemed in the best interests of the Town of Putnam. Final award of a contract, if at all, is contingent upon availability of Town funds.

All bids will be considered valid for a period of sixty (60) days. No bidder may withdraw their bid within sixty (60) days after the actual date of the bid opening.

The successful bidder, if any, is required to execute the contract (AIA Document A105-2017, as modified), which is included in and part of the Contract Documents.

The Town of Putnam is an equal opportunity employer and requires an affirmative action policy for all of its contractors and vendors. All applicable laws, rules, and regulations, including but not limited to, affirmative action, and CHRO compliance, apply to this project.

ELAINE SISTARE, TOWN ADMINISTRATOR

## **SECTION 00100 INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

### **1. Description of Work:**

Work under this contract includes replacement of the roof at the Rotary Park Bandstand facility, including removal of existing shingle roofing, evaluation of substrate plywood, installation of a 40 mil Peel & Stick membrane underlayment, and replacement of roof with a preformed metal standing seam roof system fabricated of .040 Aluminum complete with fasteners, closures, trim, snow retention system, and related sealants and other associated work in the Town of Putnam. Membrane underlayment shall be installed on all surfaces to be covered with roofing material, and shall be a Peel & Stick membrane with minimum of 40 mil thickness, smooth, nongranular, high temperature as required by the Standing Seam Panel Manufacturer to attain the desired 20 Year Weathertightness Warranty. Install preformed roofing panels of .040 Aluminum with a Kynar 500 or Hylar 5000 finish, trim fabricated of the same material and finish to match the profile in lengths of 10 to 12 feet, and apply sealant per recommendation of roofing manufacturer. Along eave edge, install snow retention system to match Petersen roof panel color.

Contractor shall be responsible for proper handling and offsite disposal of existing roofing materials and debris.

In addition to the main structure roof replacement, the cupola shall also receive the same preparation and roof system, and all portions of the exterior cupola shall be repainted to match existing color. The work of this contract shall include all labor and materials necessary to completely replace the existing roof structure, including cupola and any appurtenances to complete the project in its entirety.

Work site shall be kept clean and tidy, including removal of debris and properly disposing offsite. Laydown area will be available adjacent to the Bandstand, Contractor to coordinate with the Town. Contractor shall be responsible for security and safety of any equipment storage and use.

Coordinate with the Town regarding removal of the existing decorative lights along the roof edge, Town will remove prior to and then reinstall following Contractor's work.

Contractor shall be responsible to apply for and obtain Building Permit from the Town of Putnam Building Office. Local building fee will be waived, per Town Board of Selectmen approval. State fees for the Permit apply, and Contractor shall be responsible for these fees.

### **2. Instructions to Bidders:**

**Minimum bidder qualifications required:** Bidders shall have completed a minimum of five preformed metal standing seam roof system projects of similar or larger size in the last 5 years. Bidders shall include information related to those projects with their bid. The Town may make such investigations as deemed necessary to determine the ability of the bidder to perform the work. The Town reserves the right to reject any bid of the evidence submitted by, or investigation of, if such bidder fails to satisfy the Town that such bidder is properly qualified to

carry out the obligations of the Contract and to complete the work included therein. Conditional bids will not be accepted.

Bids shall be submitted in the manner and by the date and time included in the Invitation to Bid. All bid proposals are to be made on a form and attached herein. All bidders shall complete each compliance component in the contract documents. The bidder shall sign the proposal correctly.

The bidder shall submit the name of the Roofing Materials Manufacturer, including proposed warranty information with the bid. If bid is made by a firm with a partnership, the name of each member must be given.

Bidders shall submit two (2) original copies of their Proposal on the forms provided, in a sealed envelope plainly marked with the appropriate project title.

A satisfactory Bid Bond or Certified Check in the amount equal to five percent (5%) of the base bid shall be submitted with each bid. The Bid Bond shall be made payable to the Town of Putnam and shall be properly executed by the bidder. The bid deposit of the successful bidder will be retained until the Payment and Performance Bonds have been executed and approved.

Award of Contract shall be made, if at all, to the lowest, responsible, and qualified bidder. The Town of Putnam reserves the right to accept or reject any and all bids, to waive informalities, or to accept any bid deemed in the best interests of the Town of Putnam. Final award of a contract, if at all, is contingent upon availability of Town funds.

All bids will be considered valid for a period of sixty (60) days. No bidder may withdraw their bid within sixty (60) days after the actual date of the bid opening.

Prior to bid opening, bids may be withdrawn upon written request of the bidder.

### **3. Bidding Requirements:**

All bidders shall be responsible for examination of the proposed work before submitting their bid to determine conditions that may affect proper execution of the work. The bidder shall submit any questions or comments in writing to the Town Administrator no less than five (5) business days prior to the bid opening. All dimensions and quantities shall be determined or verified by the Contractor for bidding purposes.

Any addenda will be forwarded to registered bidders. Failure of any bidder to acknowledge any such addenda shall not relieve any bidder from any obligation under the bid as submitted. Each bidder shall be responsible for determining that they have received all addenda issued.

### **4. Contract Bond Requirements:**

A Bid Bond of 5% of the Contract is required at the time of bid. A payment bond is required for the faithful performance of the Contractor; said bond to be 100% of the Contract price. A performance bond is required for the faithful performance of the Contractor; said bond to be

100% of the Contract price. The surety shall be with a surety company satisfactory to the Town of Putnam.

#### **5. Contract Time**

All work under this Contract shall be completed within 100 calendar days. To accommodate the Town's use of the property, there shall be no work to be scheduled between June 9<sup>th</sup> and 12<sup>th</sup>, 2022 and between July 7<sup>th</sup> and July 10<sup>th</sup>, 2022.

#### **6. Execution of the Agreement**

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary agreement and Bond forms.

#### **7. Measurement and Payment**

Measurement and payment shall be based on percentage of the completed work, and as applicable, actual unit quantities installed. Any unit quantities given in the bid form are approximate only, given as a basis for the uniform comparison of bids, and the Town does not expressly or by implication agree that the actual amount of work will correspond therewith.

#### **8. Wage Rates**

Prevailing wage rates are not applicable to this project, based on the estimated construction cost and threshold for renovation projects.

#### **9. Sales Tax**

This project is exempt from excise taxes imposed by the State Sales or Use Taxes of the State of Connecticut to the extent allowed by law.

#### **10. EEO/AA Requirements**

Contracts for work under this Proposal will obligate the contractors and subcontractors not to discriminate in employment practices. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the Award of the Contract.

#### **11. OSHA Training**

Not later than fifteen (15) days after the date the Contract is awarded, the Contractor shall furnish proof to the Town that all employees performing labor on or in such public buildings, property or contract site pursuant to such Contract, have completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Health and Safety Administration.



**TOWN OF PUTNAM**  
**ROTARY PARK BANDSTAND ROOF REPLACEMENT**  
**SECTION 00300 PROPOSAL PRICE FORM**

Proposal of \_\_\_\_\_ (hereinafter called  
“Bidder”), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a  
\_\_\_\_\_ (corporation/partnership/individual).

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of **Rotary Park Bandstand Roof Replacement** in strict accordance with the Contract Documents, within the time set forth therein and at the prices stated below.

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time period specified therein.

Bidder acknowledges receipt of the following addenda:

\_\_\_\_\_

List below any known defects, errors, omissions or inconsistencies in the Contract Documents:

\_\_\_\_\_

\_\_\_\_\_

The Town of Putnam is exempt from the payment of sales tax. Bids shall include all other applicable taxes and fees.

**TOWN OF PUTNAM  
ROTARY PARK BANDSTAND ROOF REPLACEMENT  
SECTION 00300 PROPOSAL PRICE FORM**

Bidder agrees to perform all work described in the Contract Documents and necessary for a complete functional project for the following lump sum price, and as applicable for the following unit price. In case of discrepancy, the amount in words will govern.

**Item 1:** All work of the contract with exception of Item 2 below.

Lump Sum Price: \_\_\_\_\_ \$ \_\_\_\_\_  
(Amount in words) (Amount in figures)

Name Roofing Manufacturer: \_\_\_\_\_

**Item 2:** Plywood Substrate Replacement (per 4-ft by 8-ft sheet):

<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (words)</u>	<u>Unit Price (figures)</u>	<u>Amount</u>
Each	5	_____	\$ _____	\$ _____

**TOTAL BID PRICE (Sum of Items 1 and 2 above):** \$ \_\_\_\_\_  
(Figures)

\_\_\_\_\_  
(Words)

Award of Contract will be made, if at all, to the lowest, responsible, and qualified bidder. The Town of Putnam reserves the right to accept or reject any and all bids, to waive informalities, or to accept any bid deemed in the best interests of the Town of Putnam. Final award of a contract, if at all, is contingent upon availability of Town funds.



**TOWN OF PUTNAM  
ROTARY PARK BANDSTAND ROOF REPLACEMENT  
SECTION 00300 PROPOSAL PRICE FORM**

The undersigned offers the following information as evidence of their qualifications to perform the work as bid upon according to all requirements of the Contract Documents.

1. Have been in business under present business name \_\_\_\_ years.
2. Ever failed to complete any work? \_\_\_\_ yes \_\_\_\_ no
  - a. Reason \_\_\_\_\_
3. List similar contracts recently completed by you, stating approximate cost for each, and the month and year completed See Instructions to Bidders for minimum qualifications.

Location \_\_\_\_\_

Project \_\_\_\_\_

Owner/Engineer \_\_\_\_\_ Phone No. \_\_\_\_\_

Completion Date \_\_\_\_\_

Amount of Contract \_\_\_\_\_

Location \_\_\_\_\_

Project \_\_\_\_\_

Owner/Engineer \_\_\_\_\_ Phone No. \_\_\_\_\_

Completion Date \_\_\_\_\_

Amount of Contract \_\_\_\_\_

Location \_\_\_\_\_

Project \_\_\_\_\_

Owner/Engineer \_\_\_\_\_ Phone No. \_\_\_\_\_

Completion Date \_\_\_\_\_

**TOWN OF PUTNAM  
ROTARY PARK BANDSTAND ROOF REPLACEMENT  
SECTION 00300 PROPOSAL PRICE FORM**

Amount of Contract \_\_\_\_\_

Location \_\_\_\_\_

Project \_\_\_\_\_

Owner/Engineer \_\_\_\_\_ Phone No. \_\_\_\_\_

Completion Date \_\_\_\_\_

Amount of Contract \_\_\_\_\_

Location \_\_\_\_\_

Project \_\_\_\_\_

Owner/Engineer \_\_\_\_\_ Phone No. \_\_\_\_\_

Completion Date \_\_\_\_\_

Amount of Contract \_\_\_\_\_

4. Bank Reference \_\_\_\_\_

a. E-mail \_\_\_\_\_

b. Telephone \_\_\_\_\_

5. Bidder complies with Connecticut General Statutes regarding violations of the  
Occupational Safety and Health Act \_\_\_\_ Yes \_\_\_\_ No

The undersigned hereby certifies that they are able to furnish labor that can work in harmony  
with all other elements of labor employed or to be employed on the work.

**TOWN OF PUTNAM  
ROTARY PARK BANDSTAND ROOF REPLACEMENT  
SECTION 00300 PROPOSAL PRICE FORM**

Certification: The information in this Proposal Price Form is true and complete to the best of my knowledge

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME AND TITLE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

PHONE/EMAIL: \_\_\_\_\_

SEAL (if bid is by a corporation): \_\_\_\_\_



# AIA® Document A105™ – 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the  day of  in the year 2022  
(In words, indicate day, month and year.)

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

Town of Putnam, Connecticut  
200 School Street  
Putnam, CT 06260

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

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

Rotary Park Bandstand Roof Replacement

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

None

The Owner and Contractor agree as follows.

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

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT/OWNER'S ADMINISTRATION OF THE CONTRACT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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, set forth below, dated , and enumerated as follows:

#### Drawings:

Number	Title	Date

#### Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

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

The Owner's Invitation to Bid dated \_\_\_\_\_, attached hereto as Exhibit A

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

### § 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

*(Insert the date of commencement if other than the date of this Agreement.)*

### § 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

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

☐ By the following date:

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. 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 the Work	Value
Not Applicable	

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

*(Identify the 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.)*

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
*(Identify each allowance.)*

Item	Price

**§ 3.4.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents.**

**§ 3.4.2 Unless otherwise provided in the Contract Documents,**

**.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;**



.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances; and  
.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowance.

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

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

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

Item	Units and Limitations	Price per Unit (\$0.00)
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#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, Payment, 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.)*

§ 4.1.1 The Owner shall make payment of the amount approved by Owner to the Contractor not later than thirty (30) calendar days after the date upon which the Owner approves all or part of the Contractor's Application for Payment.

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

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

§ 4.1.4 Subject to other provisions of the Contract Documents, the amount of each progress payment for amounts designated as lump sums shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum set forth in the schedule of values for items designated as lump sums in the Agreement; or multiplying the actual in place quantity of Work by the applicable unit price. All payments based upon either a lump sum or unit price shall be subject to retainage of five percent (5.0%).

.2 If applicable, add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitable stored off the site at a location agreed upon in writing), less retainage of five percent (5.0%) on the Work;

.3 Subtract the aggregate of previous payments made by the Owner; and,

.4 Subtract amounts, if any, for which the Owner or Architect has withheld or nullified a Certificate for Payment

§ 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.

*(Insert rate of interest agreed upon, if any.)*

Not Applicable. No interest shall apply or be paid under this Agreement or at law. %

§ 4.3.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Project is fully and finally completed as determined by the Owner.



§ 4.3.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the Owner approves the Contractor's final Application for  
**ARTICLE Payment.**

## **ARTICLE 5 INSURANCE**

**§ 5.1** The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

**§ 5.1.1** Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million (\$ 1,000,000 ) each occurrence, two million (\$ 2,000,000 ) general aggregate, and two million (\$ 2,000,000 ) aggregate for products-completed operations hazard.

**§ 5.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ 5.1.2.1** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than five million (\$ 5,000,000 ) per claim and five million (\$ 5,000,000 ) in the aggregate. Professional Liability or Errors and Omissions Liability Insurance appropriate to the profession shall be maintained in force for the duration of the contract. Coverage shall apply to liability for a professional error, act, or omission arising out of the scope of services as defined by contract. If coverage is on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of years equal to the applicable statute of limitations for claims against design professionals.

**§ 5.1.3** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 5.1.4** Workers' Compensation at statutory limits.

**§ 5.1.5** Employers' Liability with policy limits not less than one million (\$ 1,000,000 ) each accident, one million (\$ 1,000,000 ) each employee, and one million (\$ 1,000,000 ) policy limit.

**§ 5.1.6** ~~The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.~~ The Owner shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

### **§ 5.1.7 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
<u>Excess/Umbrella Liability</u>	<u>Five Million Dollars (\$5,000,000) over all liability coverages.</u>

**§ 5.2** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor ~~is~~ may 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.

**§ 5.3** The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, in addition to the proof for the additional insured requirements set forth above, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by

the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and § 5.6 The Contractor shall provide to the Owner a 100% Performance and Labor and Materials Payment Bond in a form acceptable to the Owner from a Surety licensed to do business in the State of Connecticut and acceptable to the Owner.

any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, § 5.7 If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

§ 5.8 Original, completed Certificates of Insurance must be presented to the Owner prior to Contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.

and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds. § 5.9 The Owner and all of its departments and their respective elected officials, agents, employees, officers, members, volunteers, boards, commissions, and affiliated entities (collectively, the "Additional Insureds") shall be named as an additional insured on the Contractor's insurance policy(ies). The Contractor shall include a provision in its agreements with its Subcontractors requiring that the Additional Insureds be named as additional insureds on the Subcontractor's insurance policies. The insurance of the Contractor and the insurance of the Contractor's Subcontractors shall be primary to any insurance available to the Additional Insureds, which insurance shall be secondary and non-contributory. The Contractor shall, before commencement of its Work, and prior to the commencement of the Work of any of its Subcontractors, submit to the Owner evidence of the aforementioned insurance requirements from itself and its Subcontractors in the form of a certificate of insurance and additional insured endorsements or actual insurance policies containing a blanket additional insured clause acceptable to the Owner. Failure by the Contractor to provide the endorsements required in this section shall entitle the Owner to withhold payment from any Application for Payment then due or to become due until such time as the endorsements are provided. Waiver of subrogation is required in favor of the Additional Insureds and their respective insurers on all insurance policies. The Additional Insureds and their respective insurers retain all rights of subrogation.

of such insurance. § 5.10 The insurance provisions of this Agreement shall survive termination and/or full or partial performance of the Agreement.

## **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. The Work may constitute the whole or a part of the Project. The Work shall be deemed to include, in the reasonable opinion of the Owner all items reasonably inferable from the Contract Documents or reasonably necessary to result in a fully completed Project.



### § 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—Not Used.~~

~~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 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. § 6.4.1 Any drawings, specifications or other documents prepared by the Contractor's design professional for the Project or by the Contractor shall be deemed a work for hire and the Owner's property.~~

### § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

To be determined

## 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 under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

~~§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.~~  
Intentionally Omitted.

### § 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~~ three 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 ~~Architect-Owner~~ Owner may withhold or nullify a ~~Certificate~~ an Application for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of ~~correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.~~ correction.

### § 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.

## 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~~ Owner. The Contractor's obligations herein are for the purpose of discovering errors and omissions or adverse field conditions. In the event the contractor fails to promptly report any known error, omission or adverse field condition and commences the Work, the Contractor shall be responsible for all costs associated with any re-work or correction.

### § 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 review and approval~~ a Contractor's construction schedule for the ~~Work~~ Work in critical path method format. The Contractor shall update and submit for the Owner's information an updated schedule at least once every thirty (30) days with each of the Contractor's Application for Payment, or sooner if required by Project conditions as may be reasonably requested by the Owner. Failure of the Contractor to submit an updated schedule as provided herein shall entitle the Owner to suspend all payment obligations to the Contractor until the Contractor complies with the provisions herein.

### § 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.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, ~~through 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~~ has 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. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.5.1 The Contractor shall provide copies of all fully executed warranties and guarantees required by the Contract Documents within ten (10) days of the date of Substantial Completion or as otherwise provided for Work accepted before or after such date.

§ 8.5.2 All warranties shall commence as of the date of Substantial Completion of the Work, and shall continue for a period of at least one (1) year or longer as required by the Contract Documents. In no event shall

the commencement of the use of building systems be deemed to commence the term of any warranty unless the Owner has, at that time, actually commenced beneficial use of the Project.

§ 8.5.3 Substitutions not properly approved and authorized by the Owner, who may consult with the Architect, if any, shall be considered defective.

§ 8.5.4 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, except where warranties for longer durations are called for by the Contract Documents, shall be considered defective.

§ 8.5.5 Longer term or extended warranties required by the Contract Documents shall be provided by the Contractor and the relevant Subcontractor, vendor, or manufacturer directly to the Owner, and the Contractor shall obtain documentation of such warranties and transmit such documentation to the Owner for review and approval.

#### **§ 8.6 Taxes**

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.

#### **§ 8.7 Permits, Fees and Notices**

§ 8.7.1 The Contractor shall obtain and, unless the building permit fee is waived, pay for the building permit and other 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-Owner 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-Owner 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.

#### **§ 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 the cost thereof shall be charged to the Contractor and withheld from any payment then due or that may become due.

#### **§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, ~~Additional Insureds~~ from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, ~~alleged to arise out of~~, 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.



§ 8.12.1 The Contractor shall defend, indemnify and hold harmless the Additional Insureds from any and all losses, costs and expenses, including fines and reasonable attorneys' fees incurred by Additional Insureds by reason of the violation of such laws, ordinances, regulations and directives, federal, state and local, which are currently in effect or which become effective in the future and caused by the negligence of the Contractor, its Subcontractors or anyone either directly or indirectly employed by any of them.

§ 8.12.2 To the fullest extent permitted by law, the Contractor shall provide a defense to the Additional Insureds for any claims concerning, arising out of, or relating to the Contractor's or the Contractor's Subcontractor's operations concerning the Project whether or not such claim has in part its origin in a claim that the Additional Insureds' conduct was in part responsible for said damage, loss, or expense. The duty to defend the Additional Insureds extends to situations where there is no duty to indemnify or save the Additional Insured's harmless for that portion of the claim, loss, or damage attributable to the Additional Insureds

§ 8.12.3. The defense and indemnification provisions of this Agreement shall survive termination or full or partial performance of the Agreement.

## **ARTICLE 9 ARCHITECT-OWNER'S ADMINISTRATION OF THE CONTRACT**

§ 9.1 The Architect-Owner 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 in the Contract Documents.

§ 9.2 The Architect-Owner 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 Architect-Owner will not have control over or charge of, and will not be responsible for, or liable 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 Architect-Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Documents and/or any design prepared by the Contractor.

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

§ 9.5 The Architect-Owner has authority to reject Work that does not conform to the Contract Documents. Documents or documents prepared by the Contractor or on the Contractor's behalf.

§ 9.6 The Architect-Owner 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. The Owner's review or approval does not discharge the Contractor's obligation to perform the Work in accordance with the Contract Documents and to the satisfaction of the Owner.

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

§ 9.8 Interpretations and decisions of the Architect-Owner 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 in writing. The Owner's decision shall be final and binding on the Contractor and the Contractor shall continue diligent performance of the Work without interruption subject to the Contractor's rights to dispute resolution.

~~§ 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.~~ Intentionally Omitted.

## ARTICLE 10 CHANGES IN THE WORK

~~§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall~~ may be adjusted accordingly, in writing.If

### § 10.1 GENERAL

~~the Owner and Contractor cannot agree to a change in the Contract Sum.~~ § 10.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 10 and elsewhere in the Contract Documents.

§ 10.1.2 A Change Order shall be based upon agreement among the Owner and Contractor. A Construction Change Directive requires agreement by the Owner and may or may not be agreed to by the Contractor.

~~shall pay the Contractor its actual cost plus reasonable overhead.~~ § 10.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order,

~~and profit.~~ § 10.1.4 The Owner reserves the sole and exclusive right to reduce or remove certain portions of the Contractor's Work after the execution of this Agreement by Change Order or Construction Change Directive.

### § 10.2 CHANGE ORDERS

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

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

§ 10.2.2 Methods used in determining adjustments to the Contract Sum will include those listed in Section 10.3.3 below.

### § 10.3 CONSTRUCTION CHANGE DIRECTIVES

~~may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve~~ § 10.3.1 A Construction Change Directive is a written order prepared by and signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

§ 10.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods as determined by the Owner:

- 1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;  
~~in the Contract Sum.~~ 2 Unit prices stated in the Contract Documents or subsequently agreed upon;  
3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;  
~~or.~~ 4 As provided in Section 10.3.7.



~~an extension-~~The amount of allowable overhead and profit to the Contractor for an increase in the Cost of the Work shall be 10% of the Contractor's net cost, unless the same is governed by a unit price and if so the unit price shall include all overhead and profit.

§ 10.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

~~Such authorization-~~§ 10.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 10.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 10.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 10.3.7 shall be limited to the following:

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

~~or order shall be in writing and shall be binding on the-~~§ 10.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 10.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly payments for those costs in the Owner's reasonable and good faith judgment, to be reasonably justified.

~~and Contractor. The Contractor shall proceed with such minor changes promptly-~~§ 10.3.10 When the Owner and Contractor agree with a determination made by the Owner concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 10.2 Not Used.

~~§ 10.3 If concealed or unknown physical conditions are encountered at the site-~~§ 10.3 If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment; (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner



before conditions are disturbed and in no event later than 5 days after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost or time required for, performance of any part of the Work, will consider in good faith an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination the Contractor shall nevertheless diligently proceed with the Work subject to the Contractor's right to dispute resolution as provided herein.

## **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. the commencement or progress of the Work by an act or neglect of the Owner, or of an employee of either, or of a separate contractor employed by the Owner, or if and to the extent caused by the negligence of the Owner; or by changes ordered in the Work pursuant to Article 10; or by delays associated with the delivery of materials ordered by the Owner for which the Contractor is not responsible and which impact the critical path of the construction schedule; or acts of God (such as tornado, hurricane, flood, etc.), or unusual delays by relevant governmental authorities in performing inspections and/or issuing governmental approvals which are a condition precedent to the issuance of a certificate of occupancy (temporary or permanent) or failure or unusual delay by any local utility (i.e., electricity, water, sewer) providing services to the Project that impact the critical path of the construction schedule or is necessary to obtain a certificate of occupancy (temporary or permanent), or by anything related to the Covid-19 pandemic, or by supply chain delays, then the Contract Time shall be extended by Change Order or Constructive Change Directive for such reasonable time as the Owner may determine and the construction schedule shall be revised accordingly. In order for the Contractor to obtain an extension of time, the Contractor must prove to the Owner that the cause of the delay will extend the critical path of the construction schedule leading to the occupancy or use of the Project. Such extensions of Contract Time shall apply only to delays for which the Contractor has no responsibility or could not avoid or mitigate by properly planning the Work. If a delay is attributable to both the Contractor and the Owner (including parties for which each is responsible), then entitlement to an extension of Contract Time shall apply proportionately

**§ 11.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party. Notwithstanding anything to the contrary in the Contract Documents, an extension of Contract Time, to the extent permitted herein, shall be the sole remedy of the Contractor for any (1) delay in the start, prosecution, or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims, whether or not such claims are foreseeable, contemplated, or unanticipated. In no event is the Contractor entitled to any compensation or recovery of any damages, in connection with any claim, including without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing the suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the Owner's exercise of such rights or remedies, are not to be construed as active interference with the Contractor's performance of the Work.

## **ARTICLE 12 PAYMENTS AND COMPLETION**

### **§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. If applicable, prior to the Commencement Date, the Contractor and the Owner shall agree on a schedule of values allocating the entire Contract Sum to the various portions of the Work, which shall be used as the basis for reviewing the Contractor's Applications for Payment. This schedule shall not be amended, unless agreed to by the Owner and the Contractor in writing.

### **§ 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~~ Owner an itemized Application for Payment for Work completed in accordance with the values or unit prices stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or ~~Architect~~ Owner may reasonably require, such as evidence of payments made to, and waivers of



liens and claims from, subcontractors and suppliers. 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~~ payment, less retainage. 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.

**§ 12.2.3** Provided that the Owner shall have paid the Contractor all amounts properly due and owing under the Contract Documents, the Contractor shall defend, indemnify and hold the Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, any Subcontractor, Sub-subcontractor or anyone claiming by, through or under them. As a condition of Payment, the Contractor shall provide a fully executed waiver of liens and claims with respect to all Work for which payment has been made by the Owner through the previous Application for Payment. The Contractor agrees that it shall take whatever action is reasonably necessary to remove or discharge any lien, claim, security interest or encumbrance placed on the Project in favor of any Subcontractor, material supplier, or other person or entity making a claim by reason of having provided labor, materials and equipment related to the Work for which the Contractor is responsible, including without limitation, discharging by substitution of a bond. The Contractor agrees that it shall take such action within twenty (20) days of written receipt of notice and evidence of such lien, claim, security interest or encumbrance from the Owner.

### **§ 12.3 Certificates for Payment**

~~The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven-day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.~~ approve the Application for Payment in its entirety or in part or disapprove all or part of the Contractor's Application for Payment. The Owner shall provide to the Contractor in writing the reasons for such disapproval of all or part of the Contractor's Application for Payment. The Owner, in all events, shall pay approved amounts in the Contractor's Application for Payment pursuant to the terms of this Agreement. The Owner, who may consult with the Architect, if any, may withhold payments then due or that may become due in the future for defective work or other damages caused by the Contractor.

### **§ 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.~~ The Owner shall make payments to the Contractor as provided herein.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders. orders and applicable law.

**§ 12.4.3** ~~Neither the Owner nor the Architect shall have~~ The Owner shall have no 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. use as reasonably determined by the Owner.

**§ 12.5.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the ~~Architect and the Architect-Owner~~ and the Owner will make an inspection to determine whether the Work is substantially complete. When the ~~Architect-Owner~~ determines that the Work is substantially complete, the ~~Architect-Owner~~ shall prepare a Certificate of Substantial Completion or other document addressing Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 12.5.3** The Owner reserves the right to take possession and occupy any portion of the Project prior to the completion of the entire Project provided that a temporary certificate of occupancy has been obtained with respect to such portion of the Project. Such completion and occupancy, however, shall not interfere with the Work.

#### **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the ~~Architect-Owner~~ will inspect the Work. When the ~~Architect-Owner~~ finds the Work acceptable and the Contract fully performed, the ~~Architect will promptly issue a final Certificate-Owner~~ shall make final payment to the Contractor within thirty (30) days after the Owner approved the Contractor's final Application for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the ~~Architect-Owner~~ releases and waivers of ~~liens, liens and claims~~, 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 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.~~ payee..

#### **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 and other persons who may be affected thereby, 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-Owner~~ 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. The Contractor shall not assign the Contract without the written consent of the Owner. Any such assignment shall be null and void. The Owner may, without the Contractor's prior written consent, assign its rights hereunder, provided that such assignee agrees to comply with all applicable provisions of the agreement and the Contractor is given written notice of such agreement signed by both the Owner and the assignee.~~



## § 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~~ Owner 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. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

## § 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

If the ~~Work is stopped under Section 12.3 for a period of 14 days~~ Owner fails to make payment to the Contractor then due and owing in accordance with the terms of this Agreement for a period of 30 days past the date such payment is due and owing through no fault of the Contractor, 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~~ and accepted by the Owner and the reasonable and documented costs incurred by reason of such termination. In no event shall the Contractor be entitled to anticipated overhead and profits on Work not performed.

### § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial 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 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~~ executed and accepted by the Owner, and reasonable and documented costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed-termination.. In no event shall the Contractor be entitled to anticipated overhead and profits on Work not performed.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

*(Insert any other terms or conditions below.)*



§ 17.1 Any deviation from the Contract Documents must be completely detailed in writing by the Contractor and approved in writing by the Owner prior to the performance of said Work.

§17.2 The Contractor agrees that all persons working on behalf of the Contractor shall obey the rules and regulations established by the Owner and shall obey the reasonable directions of the Owner's employees. The Contractor shall be responsible for the acts and conduct of its employees, subcontractors, and agents while on the Owner's premises. The Contractor shall take all necessary measures to prevent injury and loss to persons and property located on the Owner's premises. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its employees, subcontractors, and agents. The Contractor must give the Owner written assurance that no employees of the Contractor or its subcontractors have criminal records of such nature that would place at risk students and staff of the Owner, if applicable. The Owner reserves the right to approve and /or reject any personnel assigned to any phase of the Project for any reason the Owner deems appropriate in its sole discretion.

§ 17.3 If the Contract entails any exposure to a regulated material, including, but not limited to, asbestos or lead, the Contractor certifies that it and each of its subcontractors and their employees shall be certified and trained under all OSHA and other relevant regulations for such Work.

§ 17.4 State, federal or other grant programs may fund some or the entire Contract. The Contractor is advised that such funding programs may include contractual provisions binding on contractors and which may, for example, require audits or certifications under oath that the Contractor has not been debarred, suspended or excluded from any publicly funded project or programs.

§ 17.5 The Contractor is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11478 and, if applicable, the Connecticut Fair Employment Practice Law.

Pursuant to Conn. Gen. Stat. Sect. 4a-60, the Contractor agrees and warrants that, in the performance of the Contract, the Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities' (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of section 4a-60 and section 46a-56, 46a-68e, and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor as related to the provisions of this section and section 46a-56. The Contractor shall comply with all applicable affirmative action, equal opportunity and CHRO requirements as provided by applicable law or regulation.

§ 17.6 If the value of this Contract is \$100,000 or more, then this Contract is subject to prevailing wages as defined by Connecticut law, section 31-53, as amended and the Contractor shall comply with such laws. The Contractor shall include the costs of such wages in the Contract Price. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is



not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day. If the value of the Contract is less than \$100,000, then prevailing wages do not apply.

§ 17.7 If the Contractor is a non-resident Contractor then the Contractor and Owner shall comply with all laws established by the state of Connecticut for such non-resident contractors.

#### **§ 18.1 RESOLUTION OF CLAIMS AND DISPUTES**

Unless another method of dispute resolution is agreed to by the Owner and the Contractor, all claims and disputes shall be resolved by trial in a court of competent jurisdiction. The term "Claim" is demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. It also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract. The responsibility to substantiate claims shall rest with the party making the claim.

#### **§ 18.2 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed to in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments when due in accordance with the Contract Documents that are not the subject of a good faith dispute.

§ 18.3 NO DAMAGE FOR DELAY. In all events, the Contractor shall have no Claim for damages or costs of any kind resulting from a delay in the Work as demonstrated by the Contractor's schedule of critical path activities, regardless of whether all or part of such delay may be in any way attributable to the acts, the failure to act, or the omissions of the Owner, the Owner's agents or representatives, the Owner's consultants, if any, the Architect or the Architect's consultants, if any. The parties agree that their sole remedy for such delay shall be an extension of time, which may be granted or denied in accordance with the terms of this Agreement.

§ 18.4 WAIVER OF IMPACT CLAIMS. In all events, the Contractor waive all kinds of impact claims, including but not limited to, efficiency, loss of productivity, trade stacking, disruption, re-sequencing, and the like, regardless of whether all or part of such impact may be in any way attributable to the acts, the failure to act, or the omissions of the Owner, the Owner's agents or representatives, the Owner's consultants, if any, the Architect or the Architect's consultants, if any.

§ 18.5 The Contractor shall include similar No Damage For Delay and Waiver of Impact Claim provisions in any agreements that either party executes with any Subcontractors, suppliers and any other persons or entities that either party employs to perform the Work, and shall name the other party as third-party beneficiaries of such provisions.

#### **§ 18.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor waives Claims for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit.

This 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 Putnam, Connecticut

(Printed name and title )

**CONTRACTOR** (Signature)

(Printed name and title )

LICENSE NO.:

JURISDICTION:







## **SECTION 07400 TECHNICAL SPECIFICATIONS**

### **PART ONE – GENERAL**

This section covers the pre-finished, pre-fabricated Architectural standing seam roof system. All metal trim, accessories, fasteners, insulation, snow retention, and sealants are as described in this section.

#### **1.1 SCOPE OF WORK**

- A. Work under this section covers the installation of a new pre-finished, pre-fabricated Architectural standing seam roof system on the Bandstand at Rotary Park in Putnam, CT. The Contractor shall include all related items of work as noted herein required to complete the specified elements of work and provide the necessary warranties for this work.
- B. All existing roofing material removal shall comply with state and local codes and requirements and shall be disposed of in a legal manner at the Contractor's expense.
- C. Contractor will perform all work by competent, trained, and properly equipped personnel in strict accordance with good roofing practices and applicable industry standards.
- D. Contractor shall be responsible for verifying all building dimensions and the labor, materials, and equipment required to complete scope of work.
- E. All required work, not specifically described, but reasonably anticipated with this type of work shall be considered incidental and part of the lump sum fee. This includes, but is not limited to the following items of work:
  - 1. Remove and dispose of existing shingle roof to the existing deck down to the plywood. The existing deck will remain and must be left undamaged and protected from weather.
  - 2. Installation of 40 mil Peel & Stick membrane underlayment.
  - 3. Installation of replacement roof with a factory-formed metal standing seam roof system fabricated of .040 Aluminum with Snap lad standing seam in 16" widths with 1 3/4" high seam.
  - 4. Installation of trim to match the structure profile in overlapped condition. Installation of closures to match the structure profile at the top of each elevation to close ends of panels. Installation of fasteners for miscellaneous framing. Appropriate sealant will be applied.
  - 5. Remove all strippable coating and provide a dry-wipe down cleaning of the panels as they are erected.
  - 6. Remove cupola roof shingles and replace with metal standing seam roof system. Repaint wooden panels surrounding cupola with matching green and white colors.
  - 7. Along eave edge, install snow retention system, utilizing a strip of the actual roof material to mount ColorGard S-5! Clamp directly.
  - 8. Other demolition and preparation items not mentioned here but normally expected with this type of installation shall be included.

9. Protect components on site, including Bandstand structure, existing irrigation system sprinkler heads, floor of bandstand and other components. Area shall be returned to equal or better condition prior to construction activities, including grass and lawn areas.
- F. Contractor shall coordinate with Town during all components of the work, including prior to start of work. Note that Town will remove the existing decorative lighting currently attached to the Bandstand, and the Town will identify and cover sprinkler heads with cones in the area around the building.

## **1.2 DEFINITIONS**

- A. Metal Roof Panel Assembly: Metal roof panels, attachment system components, miscellaneous metal framing, thermal, and accessories necessary for a complete weathertight roofing system.
- B. References:
  1. American Society for Testing and Materials (ASTM)
    - a. ASTM A 653: Steel Sheet, Zinc Coated by the Hot Dip Process
    - b. ASTM A 792: Steel Sheet, Aluminum-Zinc Alloy Coated by the Hot Dip Process
    - c. ASTM B 209: Aluminum and Aluminum Alloy Sheet and Plate
    - d. ASTM B370 Standard Specification for Copper Sheet and Strip for Building Construction
  2. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
    - a. SMACNA Architectural Sheet Metal Manual, 1993 edition
  3. American Iron and Steel Institute (AISI)
    - a. AISI Cold Formed Steel Design Manual
  4. Aluminum Association
    - a. Aluminum Design Manual
  5. Metal Construction Association
    - a. Preformed metal Wall Guidelines
  6. Code References
    - a. ASCE, Minimum Loads for Buildings and Other Structures
    - b. BOCA National Building Codes
    - c. UBC Uniform Building Code
    - d. SBC Standard Building Code

## **1.3 SUBMITTALS**

- A. Furnish detailed drawings showing profile and gauge of exterior sheets, location and type of fasteners, location, gauges, shape and method of attachment of all trim locations and types of sealants, and any other details as may be required for a weather-tight installation.
- B. Provide finish samples of all colors specified.
- C. Shop drawings: Show fabrication and installation layouts of metal roof panels, metal wall panels or metal soffit panels, details of edge conditions, side-seam joints, panel profiles,

corners, anchorages, trim, flashings, closures and accessories, and special details.  
Distinguish between factory and field-assembled work.

- D. Roof description and as applicable, sketches on which the following are shown and coordinated with each other, based on input from installer of the items involved:
1. Roof panels and attachments
  2. Metal trusses, bracings and supports
  3. Roof-mounted items including snow retention system and items mounted on roof curbs.

#### **1.4 QUALITY ASSURANCE**

- A. Petersen Aluminum Corp, Annapolis Junction, MD, 800-344-1400 products establish a minimum of quality required.
- B. Manufacturer and erector shall demonstrate experience of a minimum of five (5) years in this type of project.
- C. Panels shall be factory-produced only. No portable, installer-owned or installer-rented machines will be permitted.

#### **1.5 REGULATORY REQUIREMENTS**

- A. Conform to applicable local building code requirements.
- B. Factory Mutual Corporation (FM): Roof Assembly Classification, FM Construction Bulletin 1-28 and 1-29.
- C. Obtain any required building permits.

#### **1.6 PRE-INSTALLATION CONFERENCE**

- A. Before start of any onsite work activities, Contractor shall attend a conference with the Town to provide a schedule and methodology of the project.

#### **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Ordering: Comply with manufacturer's ordering instruction and lead time requirements to avoid construction delays.
- B. Deliver components, sheets, metal roof panels and other manufactured items so as not to be damaged or deformed. Package metal roof panels for protection during transportation and handling.
- C. Unload, store and erect metal roof panels in a manner to prevent bending, warping, twisting and surface damage.
- D. Stack metal roof panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal roof panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause staining, denting or other surface damage.
- E. Protect strippable protective coating on any metal coated product from exposure to sunlight and high humidity, except to the extent necessary for material installation.

## **1.8 PROJECT CONDITIONS**

- A. Weather Limitations: proceed with installation only when existing and forecasted weather conditions permit metal roof panel work to be performed in accordance with manufacturer recommendations.
- B. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication.

## **1.9 WARRANTIES**

- A. Weathertight warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.
  - 1. Warranty Period: 20 Years from date of Substantial Completion
- B. Finish warranty: Manufacturer's standard form in which manufacturer agrees to repair finish or replace standing seam metal roof panels that show evidence of deterioration of factory-applied finish within specified warranty period.
  - 1. Exposed Panels Finish - deterioration includes the following:
    - a. Color fading more than 5 hunter units when tested according to ASTM D 2244
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214
    - c. Cracking, checking, peeling or failure of a paint to adhere to a bare metal.
  - 2. Warranty Period: 20 Years from the date of substantial completion
- C. Applicator shall furnish written warranty for a two (2) year period from date of substantial completion of building covering repairs required to maintain roof and flashings in watertight condition.

## **1.10 COORDINATION**

- A. Coordinate sizes and locations of roof curbs, equipment supports and roof penetrations with actual equipment provided.
- B. Coordinate metal roof panels with rain drainage work, flashing, trim and construction of decks, parapet walls and other adjoining work to provide a leakproof, secure and noncorrosive installation.

## **1.13 ROOF SYSTEM PERFORMANCE TESTING**

- A. General Performance: Metal roof panels shall comply with performance requirements without failure due to defective manufacture, fabrication, installation or other defects in construction.
- B. Roof System shall be designed to meet Standard Building Code Wind Load requirements.
- C. Panels to meet:
  - 1. Water Penetration: When tested per ASTM E-283/1680 and ASTM E-331/1646 there shall be no uncontrolled water penetration or air infiltration through the panel joints.

2. Roof System shall be designed to meet a UL Class 90 wind uplift in accordance with UL standard 580 and panel system shall be ASTM 1592 Tested and approved
3. UL 2218 - Impact Resistance rated.

#### **1.14 SUBSTITUTIONS**

- A. The material, products and equipment specified in this section establish a standard for required function, dimension, appearance, and quality to be met by any proposed substitution.

#### **1.15 SYSTEM DESCRIPTION**

- A. Material to comply with:
  1. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate

#### **1.16 WORK RESTRICTIONS**

- A. Work shall not take place during the time periods of June 9<sup>th</sup> – June 12<sup>th</sup>, 2022 and July 7<sup>th</sup> – July 10<sup>th</sup> 2022.

#### **1.17 ACCESS TO SITE**

- A. Town will provide staging area South of structure (between bandstand and trail). Power is available onsite for the Contractor's use, any modifications to standard connections are the Contractor's responsibility.

### **PART TWO – PRODUCTS**

#### **2.1 PANEL DESIGN**

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates and accessories required for a weathertight installation.
- B. Roof panels shall be Snap Clad standing seam in 16" widths with 1 3/4" high seam.
- C. Panels to be produced with Factory supplied hot melt mastic in the seams.
- D. Panels to be produced Smooth - Factory Standard.
- E. Panels to be designed for attachment with concealed fastener clips, spaced as required by the manufacturer to provide for both positive and negative design loads, while allowing for the expansion and contraction of the entire roof system resulting from variations in temperature.

- F. Forming: Use continuous end rolling method. No end laps on panels. No portable rollforming machines will be permitted on this project, no installer-owned or installer-rented machines will be permitted. It is the intent of these Contract Documents to provide Factory-Manufactured panel systems only for this project.

## **2.2 ACCEPTABLE MANUFACTURERS**

- A. This project is detailed around the roofing product of Petersen Aluminum Corporation Petersen Aluminum Corp, Annapolis Junction, MD, 800-344-1400, Snap Clad. This manufacturer is referenced for the purpose of defining the performance and other products of equal capacities, quality and function will be considered.

## **2.3 MATERIALS AND FINISHES**

- A. Preformed roofing panels shall be fabricated of .040 Aluminum
- B. Color shall be Petersen Aluminum Corporation Colonial Red, or equivalent color as approved by Town.
- C. Finish shall be Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of 0.70 to 0.90 mil over a 0.25 to 0.3 mil prime coat to provide a total dry film thickness of 0.95 to 1.25 mil, to meet AAMA 621. Bottom side shall be coated with a primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesions, flexibility and longevity as specified by Kynar 500 or Hylar 5000 finish supplier.
- D. If Strippable coating to be applied on the pre-finished panels to the top side to protect the finish during fabrication, shipping and handling, film shall be removed before installation.
- E. Trim: Trim shall be fabricated of the same material and finish to match the profile, and will be press broken in lengths of 10 to 12 feet. Trim shall be formed only by the manufacturer of their approved dealer. Trim to be erected in overlapped condition. Use lap strips only as indicated on drawings. Miter conditions shall be factory welded material to match the sheeting.
- F. Closures: use composition or metal profiled closures at the top of each elevation to close ends of the panels. Metal closures to be made in the same material and finish as face sheet.
- G. Fasteners: Fasteners shall be of type, material, size, corrosion resistance, holding power and other properties required to fasten miscellaneous framing members to substrates.
- H. Substrate shall be Plywood
- I. Roofing Underlayment
  - 1. On all surfaces to be covered with roofing material, furnish and install a 40 mil Peel & Stick membrane, required as outlined by metal panel manufacturer. Membrane to be a minimum of 40 mil thickness, smooth, non-granular, high temperature. Basis of design: Carlisle WIP 300 HT High Temperature Protection Self Adhering Roofing Underlayment. Other acceptable manufacturers include:
    - a. W.R Grace "Ice & Water Shield"
    - b. Interwrap Titanium PSU-30
    - c. Tamko TW Tile and Metal Underlayment

2. Underlayment shall be laid in horizontal layers with joints lapped toward the eaves a minimum of 6, and well secured along laps and at ends as necessary to properly hold the felt in place. All underlayment shall be preserved unbroken and whole.
  3. Peel and Stick Underlayment shall lap all hips and ridges at least 12 to form double thickness and shall be lapped 6 over the metal of any valley or built-in gutters and shall be installed as required by the Standing Seam Panel Manufacturer to attain the desired 20 Year Weathertightness Warranty.
- J. Sealants
1. Provide two-part polysulfide class B non-sag type for vertical and horizontal joints or
  2. One part polysulfide not containing pitch or phenolic extenders or
  3. Exterior grade silicone sealant recommended by roofing manufacturer or
  4. One part non-sag, gun grade exterior type polyurethane recommended by the roofing manufacturer.
- K. Snow Retention System
1. Provide ColorGard snow retention system or approved equal. Snow retention system shall be in 8' sections with a prefinished color strip matching roof panel color exactly fixed with S-5! Clamps and round point set screws.

## **2.4 FABRICATION**

- A. Comply with dimensions, profile limitations, gauges and fabrication details for manufacturer's standard product fabrication.
- B. Fabricate components of the system in factory, ready for field assembly.
- C. Fabricate components and assemble units to comply with fire performance requirements specified.
- D. Apply specified finishes in conformance with manufacturer's standard, and according to manufacturer's instructions.

## **PART 3 – EXECUTION**

### **3.1 INSPECTION**

- A. Examine alignment of structural steel and related supports, primary and secondary roof framing, solid roof sheathing, prior to installation.
- B. For the record, prepare written report, endorsed by installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 FASTENERS**

- A. Secure units to supports
- B. Place fasteners as indicated in manufacturer's standards.

### **3.3 INSTALLATION**

- A. Panels shall be installed plumb and true in a proper alignment and in relation to the structural framing. The erector must have at least five years successful experience with similar applications.
- B. Install metal panels, fasteners, trim, snow retention system, and related sealants in accordance with approved shop drawings and as may be required for a weather-tight installation.
- C. Remove all strippable coating and provide a dry-wipe down cleaning of the panels as they are erected.

### **3.4 DAMAGED MATERIAL**

- A. Upon determination of responsibility, repair or replace damaged metal panels and trim to the satisfaction of the Owner.

END OF SECTION



## Appendices



**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

**Section 07311**

**ROOF SHINGLES**

**PART I GENERAL**

**1.01 RELATED DOCUMENTS:**

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

**1.02 DESCRIPTION OF WORK:**

- A. Extent of shingles is hereby defined as indicated on drawings.

**1.03 SUBMITTALS:**

- a. Product Data: Submit technical product data installation instructions, and recommendations from shingle manufacturer, including data that materials comply with requirements.
- b. Samples: Submit full range of samples for color and texture selection. After selection, submit 2 full-size shingles for verification of each color/style/texture selected.
- c. Submit 18" samples of aluminum ridge roll, drip edge and flashing in finish specified.

**1.04 MAINTENANCE STOCK:** 2% of each type/color/texture shingle.

**1.05 DELIVERY, STORAGE AND HANDLING:**

- a. Deliver materials in manufacturer's unopened, labeled containers.
- b. Store materials to avoid water damage, and store rolled goods on end. Comply with manufacturer's recommendations for job-site storage and protection.

**1.06 JOB CONDITIONS:**

- a. Substrate: Proceed with shingle work only after substrate construction and penetrating work have been completed and subcontractor verifies proper conditions.
- b. Weather Conditions: Proceed with shingle work only when weather conditions are in compliance with manufacturer's recommendations and when substrate is completely dry.

**1.07 SPECIFIED PRODUCT WARRANTY:**

- a. Provide shingle manufacturer's warranty on installed work, agreeing to pay for repair or replacement of defective shingles as necessary to eliminate leaks. Period of warranty is 40 years from date of substantial completion.

Putnam Bandshell  
Section 07311

6/11/02  
Page 07311-2

## **PART II PRODUCTS**

### **2.01 ASPHALT SHINGLE MATERIALS:**

- a. Manufacturer: IKO - Aristocrat: 25 year warranty
- b. Traditional design, 3-tab
- c. Color: Tile Red

### **2.02 MISCELLANEOUS MATERIALS:**

- a. Asphalt-Saturated Roofing Felt: No. 15, unperforated organic felt, complying with ASTM D 226 Type I, 36" wide, approximate weight 18 lbs./square.
- b. Mineral Surfaced Roll Roofing: Mineral-surfaced No. 90 asphalt roll roofing, complying with ASTM D 249 and surfaced on weather side with mineral granules to match roofing shingles, with 2" selvage edge, and bearing UL Class "C" label.
- c. Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D 2822, designed for trowel application and compatible with shingle.
- d. Hip and Ridge Shingles: Not Applicable. Provide aluminum "roll" ridge and hip.
- e. Nails: Aluminum or hot-dip galvanized 11 or 12-gage sharp pointed conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate 3/4" into solid decking or to penetrate through plywood sheathing and compatible with manufacturers specification.
- f. Staples: Minimum 16-gage zinc-coated steel roofing staples with minimum crown width of 15/16" and of sufficient length to penetrate 3/4" into deck lumber or through plywood deck if allowed by manufacturers specification.
- g. Valleys: Provide "Woven shingle" valleys with roll roofing underlayment according to manufacturer's instruction.
- h. Metal Flashing: Copper.

## **PART III EXECUTION:**

### **3.01 INSPECTION:**

- a. Examine substrate and conditions under which shingling work is to be performed and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected.

### **3.02 PREPARATION OF SUBSTRATE:**

- a. Clean substrate of any projections and substances detrimental to shingling work. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with roofing nails.

Putnam Bandshell  
Section 07311

6/11/02  
Page 07311-3

- b. Coordinate installation of shingles with flashing and other adjoining work to ensure proper sequencing. Do not install shingle roofing until all vent stacks and other penetrations through roofing have been installed and are securely fastened against movement.

### 3.03 INSTALLATION:

- a. General: Comply with instructions and recommendations of shingle manufacturer, except to extent more stringent requirements are indicated.
- b. Underlayment: Apply one layer felt horizontally over entire surface, lapping succeeding courses 2" minimum and fastening with sufficient nails to hold in place until shingle application.
- c. Shingles: Install starter strip of roll roofing or inverted shingles with tabs removed; nail shingles in manufacturer's recommended pattern, weather exposure and number of fasteners per shingle as recommended by manufacturer. Use horizontal and vertical chalk lines to ensure straight coursing.
- d. Comply with installation details and recommendations of shingle manufacturer and NRCA Steep Roofing Manual.
- e. Flashing and Edge Protection: Install aluminum metal flashing, vent flashing and edge protection as indicated and in compliance with details and on drawings and specifications..

### 3.04 EXTRA STOCK:

- a. Provide minimum of 2% of installed quantity of each type/color/texture shingle used in the work. Provide in unopened clearly labeled bundles or containers.

END OF SECTION 07311

## **DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

### **SECTION 07317**

#### **WOOD SHINGLE SIDING**

##### **PART I GENERAL**

###### Scope:

1. The contractor shall furnish all labor, equipment, and materials necessary to complete all wood shingle siding work as indicated on the drawings and/or as specified.
2. Samples: The Contractor shall submit samples showing a range of texture and colors for Owner and Architect approval.
3. Quality Assurance - Provide labeled materials and shingles which have been tested by UL for class and rating.
4. Maintenance Stock - 2% of each type of shingle.

##### **PART II MATERIALS**

1. Wood Shingle:
  - a) No. 1 Perfections sawn and kiln dried Western red cedar shingles 18" x 7/16". 5-1/2" exposure.
  - b) Include all corner, window, door, roof flashing and trim components for a complete installation.
  - c) Asphalt-saturated felt No. 30 minimum, asphalt saturated organic felt; unperforated, complying with ASTM 226, 36" wide.
  - d) Nails - Box or common hot dipped Zinc coating or aluminum of sufficient length to penetrate at least 1/2" into roof sheathing.

##### **PART III EXECUTION**

1. Installation Requirements:
  - a. Install strips of felt paper at perimeters of all window openings.
  - b. Install wind paper over entire area of wall sheathing with fasteners as recommended by manufacturer.
  - c. Install siding as per manufacturer's requirements.
  - d. Install siding in a neat workmanlike manner such that all joints are tight and coursing is even and level.
  - e. Caulk all intersections of siding and trim components as well as all intersections with adjacent differing materials.
  - f. Comply with installation details and recommendations of Wood Shingle and Wood Shake Roofing Section of the NRCA Roofing and Waterproofing manual.
  - g. Felt Underlayment: Apply on 36" wide layer of No. 15 roofing felt horizontally over entire surface to be shingled, lapping succeeding courses a minimum of 2". Fasten felt with sufficient number of galvanized nails to hold in place until shingle application.
  - h. Install shingles, beginning at lower end with a double layer starter course, protecting shingles 1-1/2" beyond sheathing. Space adjoining shingles 1/4" to 1/2" apart, nailing each shingle with two nails spaced 3/4" from edge of shingle and 1" above butt line of subsequent course. Stagger edge joints a minimum of 1-1/2" in succeeding courses. Install shingles to provide weather exposure as indicated. Cut and fit shingles at ridges and edges to provide maximum weather protection.
  - i. Provide proper tolerance between shingles to allow for swelling.

END OF SECTION 07317

Putnam Bandshell  
Section 07460

6/11/02  
Page 07460-1

## **DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

### **SECTION 07460**

#### **WOOD CLAPBOARD SIDING**

##### **PART I GENERAL**

###### Scope:

1. The contractor shall furnish all labor, equipment, and materials necessary to complete all wood siding work as indicated on the drawings and/or as specified.
2. Samples: The Contractor shall submit samples showing a range of texture colors for Owner and Architect approval.
3. Quality Assurance - Comply with PS 20 American Softwood Lumber Standard.

##### **PART II MATERIALS**

###### Products:

1. Wood Siding:
  - a. AYE and Better Factory primed Clapboard:
    1. Square Edge
    2. Western Red Cedar 1/2" x 6" for 4-1/2" exposure.
    3. WCLB Grade "B" for painting.
  - b. Include all corner, window, door and misc. trim components for a complete installation.
  - c. Tyvek wind paper underlayment or as suggested by manufacturer.
  - d. Fasteners - aluminum or hot dipped galvanized 10d for application over sheathing.

##### **PART III EXECUTION**

1. Installation Requirements:
  - a. Install strips of felt paper at perimeters of all window openings.
  - b. Install wind paper over entire area of wall sheathing with fasteners as recommended by manufacturer.
  - c. Install siding as per manufacturer's requirements.
  - d. Install siding in a neat workmanlike manner such that all joints are tight and coursing is even and level.
  - e. Caulk all intersections of siding and trim components as well as all intersections with adjacent differing materials. Allow for expansion.

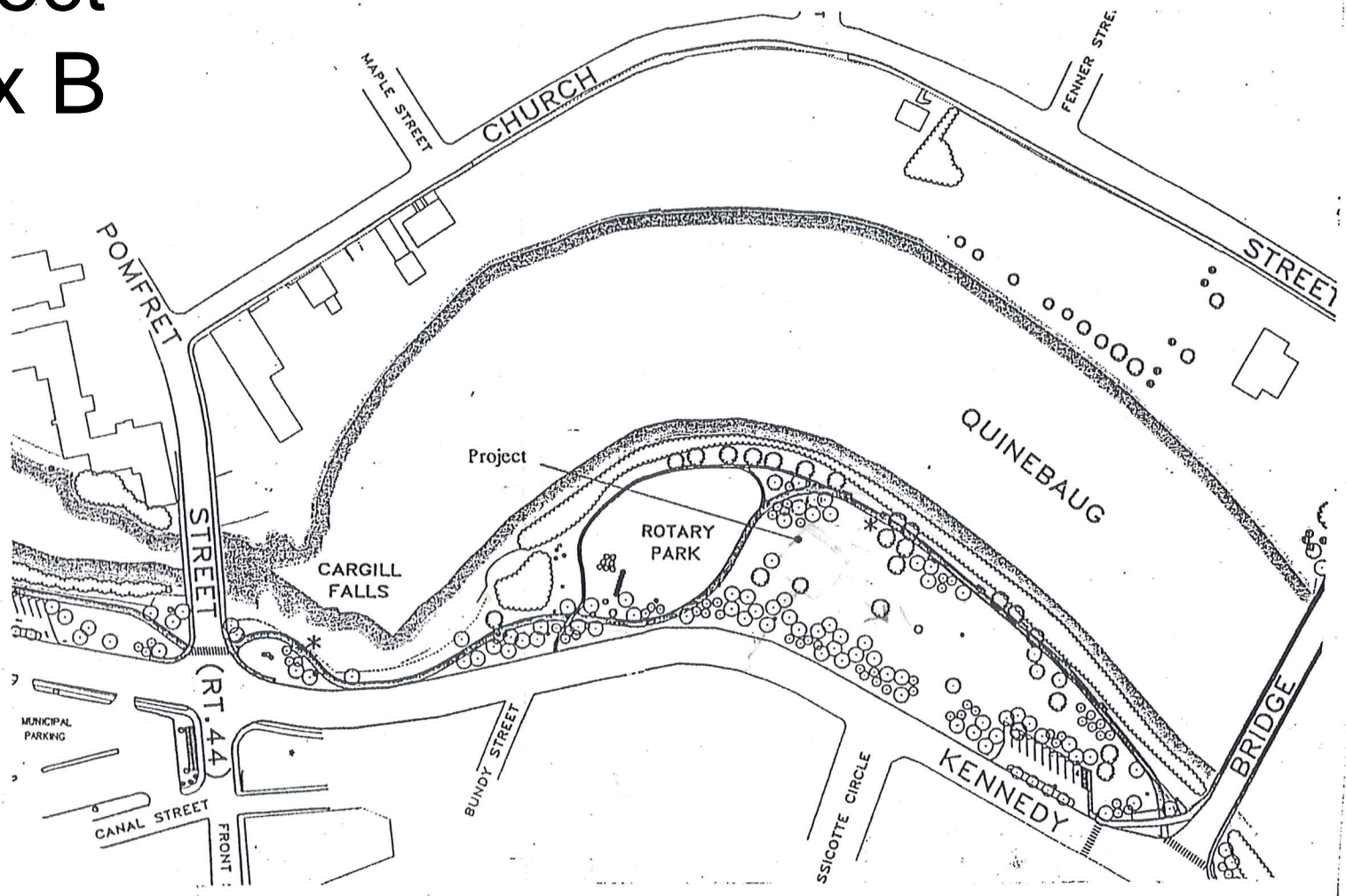
END OF SECTION 07460





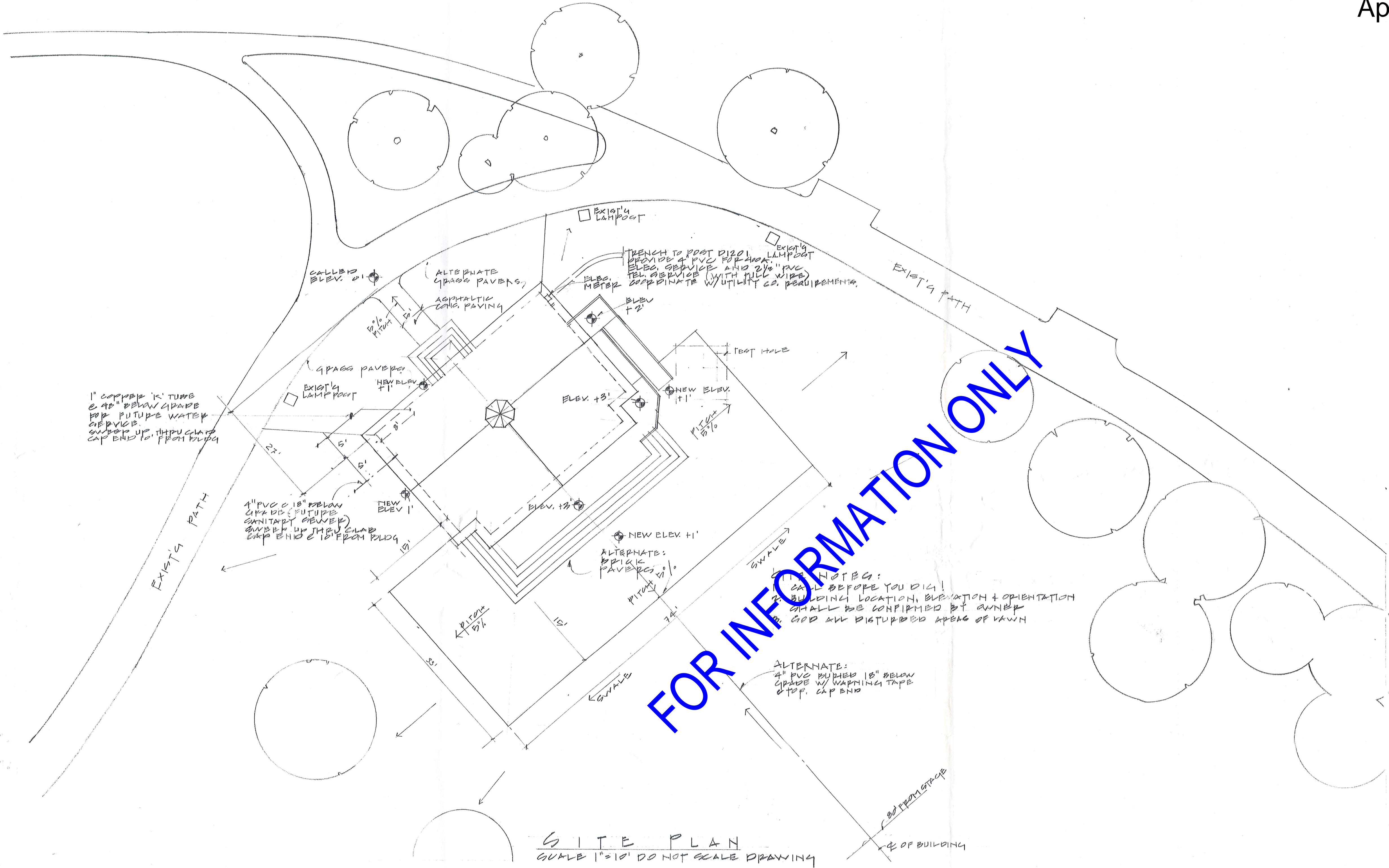
Town of Putnam  
Rotary Park Bandstand Roof Replacement Project  
Appendix B

KEY PLAN



BUILDING CODE NOTES

Use Group	A-5; Outdoor Assembly Platform
Construction Type	SB Ordinary Frame; Unprotected
Area per Floor	1,280 sf- First Floor
Number of Floors	Mezzanine, 480 square feet
Occupancy	1 plus Mezzanine
	Stage 480 SF / 150 = 32 persons
	Backstage 480 sf / 300 = 2 persons
	480 / 300 = 2 persons
	unlimited when Building is Utilized
	1 when building is not utilized
Fire Separation Requirements	
Exterior Walls	0 hr
Interior Bearing Walls	0 hr
Floor Construction	0 hr
Roof Construction	0 hr
Columns, Walls	0 hr
Physically Handicapped	Conforms;
Insulation Values	N.A.



Electric Service Notes

1. Coordinate electric service requirements and locations with power company. Designated service pole is No. D1201.
2. G.C. shall excavate and prepare trench and rigid conduit to meet Power Company and Telephone Company Specifications. The trench shall accommodate electrical conduit and telephone conduit. Conductors shall be provided by the Utility Company.
3. G.C. shall provide compacted backfill to meet Utility specification. Provide a minimum 4" screened topsoil fine raked and seeded to blend with existing grade.

Sanitary Sewer Notes

Provide 4" pvc schedule 40 pipe to 10 feet from building at elevation a minimum 12" below grade. Provide minimum 1/2" per foot pitch. At location inside building provide sweep up through slab with cap closure and cleanout with threaded cap accessible at top of slab. Set piping in bed of course sand. Cap end.

Water Piping

Provide Type K copper tubing at 4' below grade to location 10 feet from perimeter of building. Set in bed of course sand for proper bearing. Cap end.

Access Road

GC shall provide access road if required to prevent damage to park pathway system. GC shall repair at completion of project. Coordinate all access ways with Town officials. Provide 30' silt trap at entrance from Street.

Protect Trees

Protect all existing trees in vicinity of construction access or site. Construct temporary tree guards for any trees in danger of damage from construction activity.

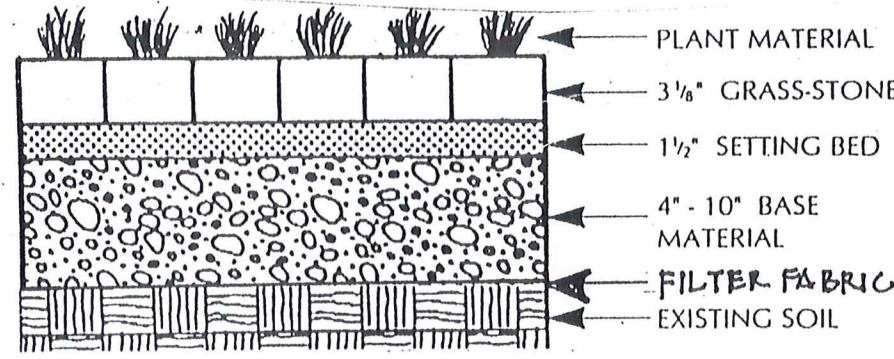
Do not cut any existing trees or tree roots over 1 1/2" without permission of Town representative.

Drainage

Provide positive on grade drainage from all areas of disturbed grade caused by the construction of the building and site. This work includes swales and gentle slopes. Feather finished elevations to match existing elevations as consistently and gentle as possible.

Sod

Provide 4" top soil and sodded turf at lawn areas disturbed by project.



GRASS PAVER DETAIL - BRICK PAVER SIMILAR  
COMPACT ALL SOILS

DO NOT SCALE DRAWINGS

Revisions:



151 New Park Ave. Hartford CT 06106 (860)233-8501

PUTNAM BANDSHELL  
ROTARY PARK  
PUTNAM, CONNECTICUT

Developer:  
Town of Putnam  
Sheet Name:  
COVER SHEET/SITE PLAN

Issue Date:  
June 11, 2002  
Scale:  
1" = 10'-0" OR AS NOTED

Sheet No:  
A-1





Town of Putnam – Rotary Park Bandstand Roof Replacement  
Appendix C (for information only)



