



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

Church Street Tennis, Pickleball and Basketball Court Improvements

Documents dated April 2026

Bid Opening: Wednesday, May 13, 2026 at 11AM

Project Bid Documents:

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

Mayor Norman “Barney” Seney, Jr.
Town Administrator, Elaine Sistare P.E.



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SECTION 00010 INVITATION TO BID

The Town of Putnam, Connecticut will receive sealed bids for “Church Street Tennis, Pickleball, and Basketball Court Improvements” project until 11:00 a.m. local time on Wednesday, May 13, 2026, in the Mayor’s Office, at the Municipal Complex at 200 School Street, Putnam, Connecticut, 06260 after which no bids will be accepted and at which time the bids will be publicly opened and read aloud in Conference Room 109. All bids are to be plainly sealed and marked on the outside of the envelope: “Church Street Tennis, Pickleball, and Basketball Court Improvements”.

Work under this contract includes demolition, site preparation, base course, asphalt surface, acrylic surface system, and perimeter and interior chain link fence and gates. This project replaces the existing tennis and basketball courts with a pickleball, tennis and basketball court layout. All work to be installed and ready for use at the Town’s 189 Church Street, Putnam, CT property. Specifications and Proposal Forms will be available online, beginning **April 9, 2026**, 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 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 non-mandatory pre-bid conference will take place on at 10:00 a.m. on April 23, 2026, 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.

Award of Contract will be made, if at all, to the lowest, responsible, and qualified bidder. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame and history of performance of similar projects. The Town of Putnam reserves the



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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.

Prevailing wage rates are applicable to this project. The Prevailing Wage Scale is attached and is part of this Contract.

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, 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 demolition, site preparation, base and top layers pavement, fencing, top coating, line striping, posts and netting, and related appurtenances; to be furnished and installed as replacement basketball, replacement tennis, and new pickleball courts at the Town's 189 Church Street, Putnam, CT property.

The property currently has a basketball court and three tennis courts, within a fenced area. The existing skate park facility will not have any modifications. The basketball court will be replaced in the same location. The existing three tennis courts will be replaced with a single tennis court and six pickleball courts. Tennis court will be placed adjacent to the basketball court, with the new pickleball courts placed closest to Church Street.

The work of this contract shall include all labor and materials necessary to completely procure and install the tennis, pickleball and basketball courts 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 at the 189 Church Street property, Contractor to coordinate with the Town. Contractor shall be responsible for security and safety of any equipment storage and use.

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 tennis, pickleball and/or basketball court 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 if the evidence submitted by, or investigation of, 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. 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 Contract Award.

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 available funding.

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 reading and being thoroughly familiar with the Contract Documents, inspecting the site and informing themselves fully of the conditions relating to the construction of the project and the employment of labor thereon 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.

5. Contract Time

All work under this Contract shall be completed within 180 calendar days.

6. Execution of the Agreement

By submitting a bid, the bidder warrants and represents that it shall execute the Form of Contract included herein without alteration, modification, exception, or condition.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the 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 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 applicable to this project, based on the estimated construction cost and threshold for rehabilitation construction projects. Wage rates will be included by Addendum, upon receipt from the State Department of Administrative Services.

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.

END OF SECTION

TOWN OF PUTNAM
Church Street Tennis, Pickleball, and Basketball Court Improvements

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 **Church Street Tennis, Pickleball, and Basketball Court Improvements**, located at the Town’s property at 189 Church Street, Putnam, Connecticut, 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 joint 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.

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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.

All work of the contract.

<u>Lump Sum Price:</u>	_____	\$ _____
	(Amount in words)	(Amount in figures)

TOTAL BID PRICE:	\$ _____
	(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.

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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 _____

Amount of Contract _____

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Church Street Tennis, Pickleball, and Basketball Court Improvements

SECTION 00300 PROPOSAL PRICE FORM

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.

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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 2026
(In words, indicate day, month and year.)

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

Town of Putnam, CT
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)

Church Street Tennis, Pickleball and Basketball Court Improvements

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

Town of Putnam Engineering Department

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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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, dated , and enumerated as follows:

Drawings:

Number	Title	Date
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Specifications:

Section	Title	Pages
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- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
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- .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:

.Owner's Invitation to Bidders, Instructions to Bidder and General Conditions, Proposal Price Form, Form of Contract, and Technical Specifications dated April 2026, 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.)

Date of Commencement shall be the date this Agreement is executed by the Owner

§ 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 one hundred eighty (180) 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
---------------------	-------

§ 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
None.	

§ 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, 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.)

§ 4.2 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 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.

§ 5.1.3 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.

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§ 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.

§ 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
Professional Liability if the Work includes professional design services	1,000,000 per claim and \$1,000,000 in the aggregate
Umbrella/Excess Liability over all liability coverages	\$5,000,000 per occurrence and \$5,000,000 in the aggregate

§ 5.1.8 If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of three (3) 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 three (3) years from the completion date.

§ 5.1.9 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.

§ 5.1.10 The Owner, the Architect and the Architect's consultants, and their respective agents, employees, officers, members, volunteers 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 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.

§ 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 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 The Contractor and the Contractor's Subcontractors and Suppliers waive all rights of subrogation against the Owner, the Architect and the Architect's consultants, and their respective agents, employees, officers, members, volunteers and affiliated entities and insurers. The Owner, the Architect and the Architect's consultants, and their respective agents, employees, officers, members, volunteers and affiliated entities and insurers retain all rights of subrogation.

§ 5.6 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 or Architect all items reasonably inferable from the Contract Documents.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The 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.

§ 6.5 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 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 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 Owner or Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction.

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§ 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 and the 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 a Contractor's construction schedule for the 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 or Architect. 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 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 and/or that are coincident with the materials and equipment installed at the Project 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 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 or Architect 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 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 and Architect 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.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and 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 Owner and Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect and 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, from and against claims, damages, losses and

expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

§ 8.12.1 The Contractor shall defend, indemnify and hold harmless the Owner, the Architect, Architect's consultants, and agents and employees of any of them from any and all losses, costs and expenses, including fines and reasonable attorneys' fees incurred by the Owner, the Architect, Architect's consultants, and agents and employees of any of them 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 Owner, the Architect and Architect's consultants, and their respective employees, agents, volunteers and affiliated entities 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 Owner's, the Architect's and Architect's consultants' and their respective employees, agents, volunteers and affiliated entities' conduct was in part responsible for said damage, loss or expense. The duty to defend the Owner, the Architect and Architect's consultants, and their respective employees, agents, volunteers and affiliated entities extends to situations where there is no duty to indemnify or save the Owner, the Architect and Architect's consultants, and their respective employees, agents, volunteers and affiliated entities harmless for that portion of the claim, loss or damage attributable to the Owner's, the Architect and Architect's consultants', and their respective employees, agents, volunteers and affiliated entities' conduct.

§ 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

§ 9.0 The term "Architect" is used for convenience in the Agreement. The term "Architect" shall refer to the Town of Putnam Engineering Department or its designee.

§ 9.1 The Architect and/or 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.

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

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

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

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

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

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

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

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may 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 may be adjusted accordingly, in writing.

§ 10.1 GENERAL

§ 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, the Architect and Contractor. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor.

§ 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,

§ 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:

- .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

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

§ 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:

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

.4 As provided in Section 10.3.7.

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.

§ 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, who may consult with the Architect, 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, who may consult with the Architect, may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 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.

§ 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 who may consult with the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 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, who may consult with the Architect, 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.

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

§ 10.2 The Owner or Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 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 (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and Architect before conditions are disturbed and in no event later than 5 days after first observance of the conditions. The Owner and/or Architect will promptly investigate such conditions and, if the Owner who may consult with the Architect, 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 who may consult with the Architect, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the 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 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 a wrongful act of the Owner or Architect; 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), then the Contract Time shall be extended by Change Order or Constructive Change Directive for such reasonable time as the Owner, who may consult with the Architect 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. 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 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, (4) supply chain delays, (5) delays caused by government orders, (6) delays caused by pandemics or other public health concerns, or (7) 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 Owner, who may consult with the Architect 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 may reasonably require, such as evidence of payments made to, and waivers of liens 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. 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, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment regardless of any withheld 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 be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. 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 with respect to all Work for which payment has been made by the Owner through the previous Application for Payment..

§ 12.2.4 The Contractor agrees that it shall immediately take whatever action is reasonably necessary to remove or discharge any lien, claim, security interest or encumbrance placed on the Project or against the Owner 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. If the Contractor fails to do so, the Owner may withhold payments to the Contractor to satisfy such claim.

§ 12.3 Certificates for Payment

The Owner, who may consult with the Architect will, within ten days after receipt of the Contractor's Application for Payment, either 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, may withhold payments then due or that may become due in the future for defective work, claims against the Project or Owner, or other damages caused by the Contractor.

§ 12.4 Progress Payments

§ 12.4.1 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.

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

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

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use as reasonably determined by the Owner who may consult with the Architect.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner, and Architect and the Owner and/or Architect will make an inspection to determine whether the Work is substantially complete. When the Owner, who may consult the Architect, determines that the Work is substantially complete, the Owner or Architect 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 Owner, who may consult the Architect will inspect the Work. When the Owner, who may consult with the Architect finds the Work acceptable and the Contract fully performed, the Owner or Architect will promptly issue a final Certificate for Payment or other document addressing final payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner and Architect releases and waivers of 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..

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

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

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 Owner or Architect requires additional testing, the Contractor shall perform those tests.

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

§ 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, including but not limited to the failure to maintain insurance.

§ 16.2.2 When any of the above reasons exist, the Owner, who may consult 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 accepted by the Owner, and 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 or other damages of any kind or nature.

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 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.

§ 17.5 The Contractor and all Subcontractors shall comply with the provisions of Conn. Gen. Stat. § 4a-60

(a) As used in this section:

(1) "Contract" includes any extension or modification of the contract, but does not include a contract where each contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a public works contract, (B) any other state, as defined in section 1-267, (C) the federal government, (D) a foreign government, or (E) an agency of a subdivision, state or government described in subparagraph (A), (B), (C) or (D) of this subdivision;

(2) "Contractor" includes any successors or assigns of the Contractor;

(3) "Public works contract" has the same meaning as provided in section 46a-68b;

(4) "Marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(5) "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(6) "Minority business enterprise" has the same meaning as provided in section 4a-60g;

(7) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(8) "Good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and

(9) "Awarding agency" has the same meaning as provided in section 4a-60g.

(b) Except as provided in section 10a-151i, every contract to which an awarding agency is a party shall contain the following provisions:

(1) The Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with

job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

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

(d) Except as provided in section 10a-151i:

(1) Any Contractor who has one or more contracts with an awarding agency or who is a party to a public works contract shall include a nondiscrimination affirmation provision certifying that the Contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (b) of this section. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the contract, (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations, or (C) signing the contract.

(2) No awarding agency shall award a contract to a Contractor that has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under subdivision (1) of this subsection.

(e) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

§ 17.6 If the Contract Sum is \$100,000 or more, then this Agreement is subject to prevailing wages as defined by Connecticut law, section 31-53, as amended, at no additional cost to the Owner. The Contractor shall include the costs of such wages in the Contract Sum. 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

§ 17.7 Conn. Gen. Stat. Sec. 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least \$250,000, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts." As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Owner's department for whom the Project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the Owner.

§ 17.8 If the Work under this Agreement includes delegated design, the Contractor shall retain a qualified and adequately insured design professional to design and stamp the drawings and specifications for the Work. All professional design services or certifications to be provided by the Contractor's design professional, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 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 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, CT

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

LICENSE NO.:

JURISDICTION:

10/10/2025 11:4

Init.

Additions and Deletions Report for **AIA® Document A105® – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:10:02 on 04/07/2026.

PAGE 1

AGREEMENT made as of the day of in the year 2026

...

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

...

Church Street Tennis, Pickleball and Basketball Court Improvements

...

Town of Putnam Engineering Department

PAGE 2

PAGE 3

Owner's Invitation to Bidders, Instructions to Bidder and General Conditions, Proposal Price Form, Form of Contract, and Technical Specifications dated April 2026, attached hereto as Exhibit A.

...

Date of Commencement shall be the date this Agreement is executed by the Owner

...

[] Not later than one hundred eighty (180) calendar days from the date of commencement.

...

None.

...

§ 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;

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.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.

...

...

...

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

...

§ 5.1.1 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.

PAGE 5

§ 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.

...

Professional Liability if the Work
includes professional design services

1,000,000 per claim and \$1,000,000 in the aggregate

Umbrella/Excess Liability over all
liability coverages

\$5,000,000 per occurrence and \$5,000,000 in the aggregate

...

§ 5.1.8 If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of three (3) 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 three (3) years from the completion date.

...

§ 5.1.9 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.

...

§ 5.1.10 The Owner, the Architect and the Architect's consultants, and their respective agents, employees, officers, members, volunteers 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 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.

...

§ 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 any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property. The Contractor and the Contractor's Subcontractors and Suppliers waive all rights of subrogation against the Owner, the Architect and the Architect's consultants, and their respective agents, employees, officers, members, volunteers and affiliated entities and insurers. The Owner, the Architect and the Architect's consultants, and their respective agents, employees, officers, members, volunteers and affiliated entities and insurers retain all rights of subrogation.

PAGE 6

insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance. § 5.6 The insurance provisions of this Agreement shall survive termination and/or full or partial performance of the Agreement.

...

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 or Architect all items reasonably inferable from the Contract Documents.

...

To be determined

...

§ 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.

...

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 Owner or Architect may withhold or nullify a Certificate 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.

PAGE 7

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

...

§ 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~~ Architect and the 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.

...

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

PAGE 8

§ 8.5.1 The Contractor shall provide copies of all fully executed warranties and guarantees required by the Contract Documents and/or that are coincident with the materials and equipment installed at the Project 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 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 or Architect 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 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 and Architect for review and approval.

...

§ 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 Owner and Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

...

The Contractor shall promptly review, approve in writing, and submit to the Architect and 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.

...

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.

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§ 8.12.1 The Contractor shall defend, indemnify and hold harmless the Owner, the Architect, Architect's consultants, and agents and employees of any of them from any and all losses, costs and expenses, including fines and reasonable attorneys' fees incurred by the Owner, the Architect, Architect's consultants, and agents and employees of any of them 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 Owner, the Architect and Architect's consultants, and their respective employees, agents, volunteers and affiliated entities 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 Owner's, the Architect's and Architect's consultants' and their respective employees, agents, volunteers and affiliated entities' conduct was in part responsible for said damage, loss or expense. The duty to defend the Owner, the Architect and Architect's consultants, and their respective employees, agents, volunteers and affiliated entities extends to situations where there is no duty to indemnify or save the Owner, the Architect and Architect's consultants, and their respective employees, agents, volunteers and affiliated entities harmless for that portion of the claim, loss or damage attributable to the Owner's, the Architect and Architect's consultants', and their respective employees, agents, volunteers and affiliated entities' conduct.

...

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

...

§ 9.0 The term "Architect" is used for convenience in the Agreement. The term "Architect" shall refer to the Town of Putnam Engineering Department or its designee.

...

§ 9.1 The Architect and/or 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.

...

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

...

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

...

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

PAGE 10

§ 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

...

§ 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, the Architect and Contractor. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor.

...

§ 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.

...

§ 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

...

~~the Owner and Contractor cannot agree~~ § 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:

...

.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

...

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

...

§ 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:

...

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

...

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

...

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

PAGE 11

.4 As provided in Section 10.3.7.

...

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 shall pay 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.

...

§ 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, who may consult with the Architect, 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, who may consult with the Architect, may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 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.

...

~~the Contractor its actual cost plus~~ § 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 who may consult with the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

...

~~reasonable overhead and profit.~~ § 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, who may consult with the Architect, 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.

...

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

...

§ 10.2 The Owner or Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

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§ 10.3 If ~~concealed or unknown~~ physical conditions are encountered at the site 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 and Architect before conditions are disturbed and in no event later than 5 days after first observance of the conditions. The Owner and/or Architect will promptly investigate such conditions and, if the Owner who may consult with the Architect, 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 who may consult with the Architect, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the 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.

...

§ 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 a wrongful act of the Owner or Architect; 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), then the Contract Time shall be extended by Change Order or Constructive Change Directive for such reasonable time as the Owner, who may consult with the Architect 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. 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

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§ 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, (4) supply chain delays, (5) delays caused by government orders, (6) delays caused by pandemics or other public health concerns, or (7) 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.

...

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.

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§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner, who may consult with the Architect 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 may reasonably require, such as evidence of payments made to, and waivers of liens 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.

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

...

§ 12.3 Certificates 12.2.3 The Contractor warrants that title to all Work covered by an Application for Payment

...

will pass to the Owner no later than the time of payment regardless of any withheld retainage.

...

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 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 be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. 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 with respect to all Work for which payment has been made by the Owner through the previous Application for Payment.

...

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. § 12.2.4 The Contractor agrees that it shall immediately take whatever action is reasonably necessary to remove or discharge any lien, claim, security interest or encumbrance placed on the Project or against the Owner 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. If the Contractor fails to do so, the Owner may withhold payments to the Contractor to satisfy such claim.

...

§ 12.3 Certificates for Payment

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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. The Owner, who may consult with the Architect will, within ten days after receipt of the Contractor's Application for Payment, either 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, may withhold payments then due or that may become due in the future for defective work, claims against the Project or Owner, or other damages caused by the Contractor.

...

§ 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.

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§ 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 as reasonably determined by the Owner who may consult with the Architect.

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§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner, and Architect and the Owner and/or Architect will make an inspection to determine whether the Work is substantially complete. When the Architect-Owner, who may consult the Architect, determines that the Work is substantially complete, the Owner or Architect 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.

...

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner, who may consult the Architect will inspect the Work. When the Owner, who may consult with the Architect finds the Work acceptable and the Contract fully performed, the Owner or Architect will promptly issue a final Certificate for Payment. Payment or other document addressing final payment.

...

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner and Architect 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..

...

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

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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.

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

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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 or other damages of any kind or nature.

...

- .4 is otherwise guilty of substantial breach of a provision of the Contract ~~Documents~~. Documents, including but not limited to the failure to maintain insurance.

...

§ 16.2.2 When any of the above reasons exist, the Owner, ~~after consultation who may consult~~ 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

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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 or other damages of any kind or nature.

PAGE 16

§ 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 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.

§ 17.5 The Contractor and all Subcontractors shall comply with the provisions of Conn. Gen. Stat. § 4a-60

(a) As used in this section:

(1) "Contract" includes any extension or modification of the contract, but does not include a contract where each contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a public works contract, (B) any other state, as defined in section 1-267, (C) the federal government, (D) a foreign government, or (E) an agency of a subdivision, state or government described in subparagraph (A), (B), (C) or (D) of this subdivision;

(2) "Contractor" includes any successors or assigns of the Contractor;

(3) "Public works contract" has the same meaning as provided in section 46a-68b;

- (4) "Marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (5) "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (6) "Minority business enterprise" has the same meaning as provided in section 4a-60g;
- (7) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (8) "Good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and
- (9) "Awarding agency" has the same meaning as provided in section 4a-60g.
- (b) Except as provided in section 10a-151i, every contract to which an awarding agency is a party shall contain the following provisions:
- (1) The Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;
- (3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and
- (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.
- (c) If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (d) Except as provided in section 10a-151i:
- (1) Any Contractor who has one or more contracts with an awarding agency or who is a party to a public works contract shall include a nondiscrimination affirmation provision certifying that the Contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (b) of this section. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the contract, (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations, or (C) signing the contract.

(2) No awarding agency shall award a contract to a Contractor that has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under subdivision (1) of this subsection.

(e) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

§ 17.6 If the Contract Sum is \$100,000 or more, then this Agreement is subject to prevailing wages as defined by Connecticut law, section 31-53, as amended, at no additional cost to the Owner. The Contractor shall include the costs of such wages in the Contract Sum. 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

§ 17.7 Conn. Gen. Stat. Sec. 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least \$250,000, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts." As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Owner's department for whom the Project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the Owner.

§ 17.8 If the Work under this Agreement includes delegated design, the Contractor shall retain a qualified and adequately insured design professional to design and stamp the drawings and specifications for the Work. All professional design services or certifications to be provided by the Contractor's design professional, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

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§ 18.1 RESOLUTION OF CLAIMS AND DISPUTES

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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.

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§ 18.2 CONTINUING CONTRACT PERFORMANCE

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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.

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§ 18.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

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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.

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Town of Putnam, CT

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:10:02 on 04/07/2026 under Order No. 20250125854 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ - 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 32 18 00 TECHNICAL SPECIFICATIONS

REPLACEMENT TENNIS AND BASKETBALL COURTS, NEW PICKLEBALL COURTS

PART ONE – GENERAL

This section covers the demolition of most components of the existing basketball and three tennis courts, and the furnishing and installation of the replacement basketball court, the one new tennis court, and the six new pickleball courts. All work to be completed at the Town's 189 Church Street, Putnam, CT property.

1.1 SCOPE OF WORK

- A. The existing tennis courts and basketball court will be upgraded, including new pavement, new fencing fabric and associated markings and nets to accommodate not only basketball and tennis, but also pickleball. Note that there will be two reduced tennis courts to make room for six pickleball courts. Refer to Appendix B for sketch of site layout.
- B. All existing site preparation, including removal of existing pavement and associated materials in the work area 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 court practices and applicable industry standards.
- D. Contractor shall install a minimum of two minimum ¾-inch buried conduits as spare for possible future electrical upgrades for associated lighting. Each of the two conduits shall be placed along the entire perimeter of the new pavement area. The conduit runs shall include minimum 6 capped junction boxes each, for future connection to lighting (by others). Both new conduits shall terminate with capped junction box adjacent to the existing electrical panel to the north of the existing tennis courts. This project does not include any connections to electricity, water or sewer utilities.
- E. Contractor shall be responsible for verifying all site dimensions and the labor, materials, and equipment required to complete project in its entirety.
- F. Contractor to provide up to four (4) test pits in the area of the existing lighting and assumed direct-buried cable areas. Coordinate with Town's onsite representative during test pit excavation.
- G. Protect components in and around the site, including the existing skate park and adjacent properties including the Putnam Fire and Police Department located on the same lot. Area shall be returned to equal or better condition prior to construction activities, including pavement, grass and lawn areas.
- H. 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:

I. Demolition and preparation activities including:

- a. Remove and properly dispose of offsite the existing chain link fence fabric surrounding and within the existing single basketball court and the three tennis courts.
- b. Protect for reuse the existing fence posts. There are at minimum three existing fence posts that are damaged/bent, those posts are to be demolished and properly disposed of offsite.
- c. Surrounding property, including the skatepark and its fencing, shall be protected from damage.
- d. Coordinate with Owner prior to disturbance, and then remove and properly dispose of offsite the existing lighting, including support poles and associated components.
- e. Work includes removal and replacement of the base pavement material of the existing basketball and tennis courts, and work to level and regrade base materials.
- f. Other demolition and preparation items not mentioned here but normally expected with this type of installation shall be included.

J. Surface Preparation, Pavement and Coating

- a. Pavement area shall be equal to all existing paved, plus a 1-foot additional width around the entire perimeter, so that the existing fence posts are within the final paved area. New pavement along that 1-foot perimeter shall have minimum depth 12-inch subbase.
- b. Sitework, including grading and excavation in preparation of the courts. As necessary, removal and proper offsite disposal of unsuitable soil and backfill materials. Correct unsuitable areas using minimum 12-inch depth base. Contractor to include in work a minimum of 15 yard of base material for unsuitable areas.
- c. Fine grade with minimum 2-inch depth gravel, and compact court area.
- d. After compaction, pave using 2.5" (IM19.0) base layer and 1.5" (SM-9.5) top layer asphalt.
- e. Apply 1 coat of rust preventative penetrating pavement primer. Apply 1 coat of resurfacer. Apply two coats of color. There shall be two separate court surfaces colors for the play areas and out of bounds areas.. Layout and paint 2 coats of tennis, pickleball, and basketball court lines.
- f. Coordinate surface preparation and pavement/surfacing with installation of posts and netting for tennis and pickleball courts, and basketball equipment.

K. Sitework and Site Protection

- a. Complete all sitework necessary to level grade and prepare for subbase, pavement and fencing.
- b. Work includes removal of existing pavement in work area, grading, backfill and all components of work to prepare site and area for pavement.
- c. Existing pavement materials may be stripped and delivered by Contractor to the Putnam Highway Department facility at Fox Road in Putnam. Coordinate with Owner.

- d. Grade new area of work in coordination with surrounding pavement and grass to provide for water shed away from entire court.
- e. Provide erosion and sedimentation control along eastern boundary of work site, up to 100-feet of straw wattle along the east and south work limits.
- f. Protect existing pavement on Lussier Street and adjacent areas including skate park. Contractor to repair to existing or better condition any damaged areas, at no cost to Owner.

L. Fencing

- a. New PVC-coated chain link fence fabric shall be furnished and installed around the entire perimeter of the basketball, tennis, and pickleball courts. Fence fabric to separate the basketball and tennis/pickleball area shall also be installed. New fence posts and fabric shall be added to separate the tennis and pickleball courts. All perimeter and court separation fencing shall be 10-ft high.
- b. There are minimum three existing posts that are damaged, and in those locations, new fence posts shall be installed.
- c. For the new pickleball courts, 4-ft high black pvc-coated chain link fence, including new posts shall be furnished and installed as divider fencing between individual pickleball courts. This divider fencing will be between both the sides and front/back of the pickleball courts, for a total of seven individual lengths of 4-ft high divider fencing to separate the six pickleball courts. Furnish and install a pad along the top of the barrier for all divider fencing.
- d. Double swing gates shall be installed for access into the basketball court, tennis court, and pickleball court, for a total of 3 gates.

M. Court Equipment and Setup

- a. Supply and install posts and netting for tennis court.
- b. Furnish and install posts and netting for pickleball courts.
- c. Furnish and install two basketball hoops.
- d. Posts for netting and equipment shall be permanently set using ground supports.

- N. Contractor shall coordinate with Town during all components of the work, including prior to start of work. Bi-Weekly progress meetings shall be held during the duration of the Construction Contract.

1.2 **SUBMITTALS**

- A. Provide manufacturer's specifications for all products, asphalt mix design, color chart and installation instructions.
- B. Provide finish samples of all colors specified.
- C. Shop drawings indicating layout and placement of asphalt, color system, lines, net systems, fence and gates.

1.3 QUALITY ASSURANCE

- A. Contractor shall have completed at least five (5) similar court projects in the last five (5) years. Installer must regularly engage in the surfacing and color acrylic coating. Documented experience in athletic surface paving and acrylic color system applications must be provided.
- B. Surfacing shall conform to the guidelines of the American Sports Builders Association (ASBA) and USA Pickleball Association (USAPA).

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable local building code requirements.
- B. Obtain any required building permits. As a Town project, the local building fee will be paid by the Town, although the Contractor shall be responsible for any state component of the fee for Building Permit.
- C. This work is within the regulatory area (upland review area) of the Quinebaug River. The Town has obtained a Permit for work in the Inlands Wetlands and Watercourses upland review regulated area.

1.5 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.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Ordering: Comply with manufacturer's ordering instruction and lead time requirements to avoid construction delays.
- B. Deliver manufactured items so as not to be damaged or deformed.
- C. Unload, store and erect components in a manner to prevent bending, warping, twisting and surface damage.
- D. Provide weather protection as required, including suitable weathertight and ventilated covering. Do not store components in contact with other materials that might cause staining, denting or other surface damage.

1.7 PROJECT CONDITIONS

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

1.8 WARRANTIES

- A. Installer shall furnish written warranty for a one (1) year period from date of substantial completion covering workmanship.

- B. Installer shall provide, protect, and install furnishings in a manner which does not void any manufacturer's warranties.
- C. The finished court surface shall have a written warranty covering the labor and materials from the contractor and the manufacturer respectively. The surfacing contractor shall provide the Owner with an Authorized Applicators Certificate from the manufacturer before the start of onsite construction.

1.9 COORDINATION

- A. Coordinate sizes and locations of existing facilities and items to be protected, including the skatepark area, with construction and new layout of courts and equipment.

1.12 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.

1.13 WORK AND SITE RESTRICTIONS

- A. Maintain workspace to allow vehicular and pedestrian access along the existing adjacent Lussier Drive.
- B. Unless approved by the Town, work shall be limited to Monday through Friday, and no work shall be done on Federal Holidays. Time of work shall be between 7 AM and 5 PM, unless otherwise approved by the Town.

1.14 ACCESS TO SITE

- A. Town will allow staging area to the south of the existing courts at 189 Church Street. Power is available onsite for the Contractor's use, any modifications to existing connections are the Contractor's responsibility.

PART TWO – PRODUCTS

2.1 BASE AND PAVEMENT

- A. Per Scope of Work above. Binder and Surface Course shall be CT DOT Specifications.

2.2 PRIMER, RESURFACER, COATING AND LINE STRIPING

- A. Rust Preventative pavement primer shall be Polyprime RPA by NEYRA, or approved equal.
- B. Resurfacer shall be Dynaflex Acrylic Resurfacer by NEYRA, or approved equal.
- C. Coating shall be Center Court textured coating by NEYRA, or approved equal.
- D. Line striping shall be as recommended by coating manufacturer.
- E. Primer, resurfacer and coating shall be from the same manufacturer.
- F. Colors of coating and line striping shall be selected from stock manufacturer product availability, and as approved by Owner, in writing.

2.3 FENCE

- A. Fence, gates and fencing materials shall be by Killingly Fence LLC, or approved equal.
- B. Fabric shall be black PVC coated, and have top and bottom rail.
- C. New posts shall be 3-inch corner posts for 10-ft high fence, and 2 1/2 -inch end posts for 4-ft high fence.
- D. Three 6-ft wide gate with transom over top, placed to enter the tennis, pickleball and basketball courts.
- E. Cement bases 12-inch diameter to a depth of 48-inches.

2.4 NETS AND EQUIPMENT

- A. Tennis court net, permanent in-ground net post system, post ground sleeves, net center strap, and ground anchor shall be by Jaypro Sports of Waterford, CT, or approved equal.
- B. Pickleball court nets, permanent in-ground net post system, net center strap, ground anchor, and ground sleeves for each court shall be by Jaypro Sports of Waterford, CT, or approved equal. Netting shall be tournament quality pickleball net for each pickleball court of the appropriate length to match court width.
- C. Basketball hoops shall be the 656 Series with 72" x 42" steel blackboard by Jaypro Sports of Waterford, CT; or approved equal.

PART 3 – EXECUTION

3.1 GUIDELINES

- A. Design and installation of asphalt, surfacer, coatings and appurtenances shall be installed in accordance with standard practices, including the American Sports Builders Association.
- B. Primer, resurfacer and layers of coatings shall be applied in strict accordance with manufacturer recommendations.

3.2 CURING

- A. Surfacers shall be placed upon pavement no earlier than 30 days following pavement installation.

3.3 PERMIT AND INSPECTION

- A. Contractor shall obtain Building Permit, and Town Building Inspector will coordinate with Contractor for applicable inspections. Town will waive any Town Building Permit fee, however Contractor shall pay for State-required portion.

END OF SECTION



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
Office of School Construction Grants & Review (OSCG&R)

CURRENT PREVAILING WAGE RATES

FORM SCG-6000

**IN COMPLIANCE WITH SECTION 31-53 OF THE
CONNECTICUT GENERAL STATUTES (C.G.S.)**

SHALL BE INSERTED

**PRIOR TO RELEASE OF DOCUMENTS
For BID or PROCUREMENT**

ANNUAL ADJUSTMENT OF WAGE RATES

WILL BE AS REQUIRED

PER C.G.S. SECTION 31-55a

If you have questions regarding wages and workplace standards refer to the
Department of Labor website: <http://www.ctdol.state.ct.us> or call 860-263-6000



189 CHURCH ST, Putnam, CT

Map/Lot: 011-137-000

1 inch = 92 Feet



www.cai-tech.com

March 5, 2026





Putnam Tennis Courts





