Project Manual

Construction of Improvements at Nolan Field City of Ansonia, Connecticut and School Building Committee

Prepared for:



Prepared by:



89 Colony Street Meriden, CT 06451 (203) 379-0467

CONSTRUCTION OF IMPROVEMENTS AT NOLAN FIELD CITY OF ANSONIA

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INVITATION TO BID CONSTRUCTION OF IMPROVEMENTS AT NOLAN FIELD CITY OF ANSONIA

The City of Ansonia, Connecticut and School Building Committee is soliciting sealed bids for furnishing all labor, tools, materials and equipment required for the proposed Improvements at Nolan Field project consisting of 1) Site Preparation and 2) Provision of Artificial Turf as shown on the attached Contract Documents.

Sealed bids will be received electronically as directed on the Bid Form to the Office of the Town & City Clerk, 253 Main Street, Ansonia, CT 06401, until 10:00 A.M. local time, on March 18, 2025. Bids will then be publicly opened and read aloud. No Bidder may withdraw their bid for a period of 120 days after the date of bid opening.

The Contract Documents will be available for review electronically on the City's website on March 4, 2025 with a paper copy available at Ansonia City Hall, City & Town Clerks Office which is open Monday, Tuesday and Wednesday 8:30 A.M. to 4:30 P.M. and Thursday 8:30 A.M. to 5:00 P.M. and Friday 8:30 A.M. to 1:00 P.M.

A satisfactory Bid Bond or Certified Check, the amount equal to ten percent (10%) of the base bid, shall be submitted with each bid. The Bid Bond or Certified Check shall be made payable to the City of Ansonia and shall be properly executed by the Bidder and acceptable sureties. All bonds must be sureties registered in the State of Connecticut.

Labor and Material Payment Bond and a Performance Bond for one hundred (100%) percent of the contract price, with a corporate surety approved by the City of Ansonia, will be required of the lowest responsible bidder.

The City reserves the right to reject any or all bids, in whole or in part, if it is deemed to be in the best interest of the City of Ansonia.

The City of Ansonia is an Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

Honorable David S. Cassetti, Mayor

Nolan Field Invitation to Bid Section 1-1

CONSTRUCTION OF IMPROVEMENTS AT NOLAN FIELD CITY OF ANSONIA

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 Bidders may be investigated by OWNER to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of OWNER's or ENGINEER's request, written evidence of such information and data necessary to make this determination.
- 1.2 The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure OWNER that the Work will be completed in accordance with the terms of the Agreement. The amount of other work to which the Bidder is Committed may also be considered.
- 1.3 Each Bid must be accompanied by the completed Statement of Bidder's Qualifications found in these special provisions.
- 1.4 In evaluating Bids, OWNER will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements.
- 1.5 OWNER reserves the right to reject any Bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the Work contemplated therein.

ARTICLE 2. COPIES OF CONTRACT DOCUMENTS

- 2.1 Complete sets of Contract Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- 2.2 OWNER and ENGINEER in making copies of Contract Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the requirements of the Contract Documents.

- 3.2 Before submitting his/her Bid each Bidder may, at his/her own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his/her Bid performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 3.3 On request, OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his/her Bid.
- 3.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements or on the Drawings.
- 3.5 Submission of a Bid will constitute an incontrovertible representation by the Bidder that he/she has complied with every requirement of this Article 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding at all terms and conditions for performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Contract Documents shall be received in writing, posted or via email (naultr@luchs.com) by DeCarlo & Doll, Inc., 89 Colony Street, Meriden, CT 06451, Attn: Ronald Nault, at least seven (7) days before the date herein set for the opening of bids.
- 4.2 Written clarifications or interpretations will be issued by Addenda not later than four days before the bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be mailed via certified mail or faxed, with return receipt requested, to all parties recorded as having received the Contract Documents.
- 4.3 Each Bidder shall be responsible for determining that he/she has received all Addenda issued.

ARTICLE 5. PRE-BID CONFERENCE

5.1 See Invitation to Bid regarding Pre-bid Conference.

ARTICLE 6. BID SECURITY

- 6.1 Surety Company Bond, on a form furnished by the City of Ansonia, for at least ten percent (10%) of the amount of the total of the Bid, must accompany each proposal. Bid Security shall be sealed with the bid.
- 6.2 In case a party to whom a Contract is awarded shall fail or neglect to execute the Agreement and furnish the satisfactory bonds within the time specified, OWNER may determine that the Bidder has abandoned the Contract, and thereupon the Bid Forms and acceptance shall be null and void and the Bid Security accompanying the Bid Form shall be forfeited to OWNER as liquidated damages for such failure or neglect and to indemnify said OWNER for any loss which may be sustained by failure of the Bidder to execute the Agreement and furnish the bonds as aforesaid, provided that the amount forfeited to OWNER shall not exceed the difference between the Bid Price of said Bidder and that of the next lowest responsible and eligible bidder and provided further that, in case of death, disability, or other unforeseen circumstances affecting the Bidder, such Bid Security may be returned to him.

After execution of the Agreement and acceptance of the bonds by OWNER, the Bid Security accompanying the Bid Form of the Successful Bidder will be returned.

ARTICLE 7. PERFORMANCE, PAYMENT AND OTHER BONDS

- 7.1 Performance, Payment and other Bonds shall be provided in accordance with the Invitation to Bid.
- 7.2 All Bonds required as Contract Security shall be furnished with the executed Agreement.

ARTICLE 8. BID FORMS

- 8.1 Each Bid shall be submitted on the Bid Form included in the Project Manual. The Bid Form shall be removed and submitted separately. All blank spaces for Bid prices must be filled in with the unit price for the item or the lump sum for which the Bid is made.
- 8.2 The Bid Form shall be completed in ink or typed. The Bid price of each item on the form shall be stated in words, and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 8.4 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.
- 8.5 All names shall be typed or printed below the signature.
- 8.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 8.7 The address to which communications regarding the Bid are to be directed shall be shown.
- 8.8 Responses must be returned by dated and time as written on the Invitation to Bid. Submissions can be made via email to: dbranch@ansoniact.org or somalley@ansoniact.org

ARTICLE 9. RECEIPT OF BIDS

- 9.1 Sealed Bids for the work of this Contract will be received at the time and place indicated in the Invitation to Bid.
- 9.2 OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.
- 9.3 Bidders are cautioned that it is the responsibility of each individual bidder to assure that his/her bid is in the possession of the responsible official or his/her designated alternate prior to the stated

time and at the place of the Bid Opening. Owner is not responsible for bids delayed by mail and/or delivery services, of any nature.

ARTICLE 10. MODIFICATION AND WITHDRAWAL OF BIDS

- 10.1 Bids may be modified only by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 10.2 Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of Bids.
- 10.3 Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw his/her Bid for a period of 120 days, excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

ARTICLE 11. AWARD OF CONTRACT

- 11.1 The Contract will be awarded to the lowest responsible, responsive, qualified Bidder (Successful Bidder). Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible, responsive, qualified Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill ability and integrity necessary to the faithful performance of the Work.
- 11.2 OWNER reserves the right to reject any and all Bids if it is in Owner's best interest to do so, and the right to disregard all nonconforming, non-responsive or conditional Bids.
- 11.3 A Bid, which includes any item for which the Bid Price is abnormally low or high, may be rejected as unbalanced.
- 11.4 OWNER also reserves the right to reject the Bid of any Bidder that OWNER considers to be unqualified relative to Article 1 above.
- 11.5 If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within 120 days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the Bids. All bids shall remain open for 120 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids but OWNER may, in his/her sole discretion, release any Bid and return the Bid Security prior to that date.

ARTICLE 12. EXECUTION OF AGREEMENT

12.1 When OWNER gives a Notice of Award to the Successful Bidder, it may be accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents. Within seven days, excluding Saturdays, Sundays, and legal holidays after the date of receipt of such notification, CONTRACTOR shall execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. Within thirty days thereafter OWNER will deliver one fully signed copy to CONTRACTOR.

ARTICLE 13. SAFETY AND HEALTH REGULATIONS

- 13.1 This Project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974 and CFR 29, Part 1910, General Industry Safety and Health Regulations Identified as Applicable to Construction.
- 13.2 The Successful Bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).
- 13.3 The Successful Bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act on the Site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.

ARTICLE 14. ACCESS TO SITE

14.1 Representatives of the State and any local agencies having a direct interest in the Work shall have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 15. WAGE RATES

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ARTICLE 17. SALES TAX

17.1 The goods and services to be provided under this contract are exempt from the Sales and the Taxes of the State of Connecticut.

ARTICLE 18. UNDERGROUND UTILITIES AND FACILITIES

18.1 All excavations within public or private ways are subject to the requirements of Connecticut Statutes. Contractor is required to make "Call Before You Dig" notifications and arrangements, and to comply with the statutes and regulations cited.

ARTICLE 19. GUARANTEE

19.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one year from the date of SUBSTANTIAL COMPLETION except where a longer guarantee period is required in the Project Manual. The CONTRACTOR warrants and guarantees for a period of one year, or for the longer guarantee period, from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, to the satisfaction of the OWNER within ten days from the date of receipt of such notice, or having commenced fails to prosecute such WORK with diligence, the OWNER may

do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 21. ACCEPTANCE OF CHARTER REQUIREMENTS

21.1 The submission of a bid proposal by a Contractor for the whole or any part of these specifications shall constitute an acceptance by such person or persons of the Conditions as set forth in the Charter and Ordinances of the City of Ansonia in relation to the bid proposals, and the award of the Contracts founded on said conditions shall be considered to constitute a part of the specifications which will be incorporated in and form a part of all contracts in these specifications.

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END OF SECTION

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GENERAL CONDITIONS

1. DEFINITIONS

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

Addenda: Written or graphic instruments issued prior to the opening of Bids which

clarify, correct, or change the bidding documents or the Contract Documents.

Agreement: The written agreement between the City and the Contractor covering the Work

to be performed; other Contract Documents are attached to the Agreement and

made a part thereof as provided therein.

Application

for Payment: The form accepted by the Engineer which is to be used by the Contractor in

requesting progress or final payment and which is to include such supporting

documentation as is required.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting

forth the prices for the Work to be performed.

Bonds: Bid bonds and other instruments of security.

Change Order: A written order to the Contractor signed by the City Engineer authorizing an

addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

Contract

Documents: The Agreement, Addenda (which pertain to the Contract Documents), the

Contractor's Bid (when attached as an exhibit to the Agreement), the Bonds, these General Conditions, the Supplemental Conditions, the Specifications, the Special Provisions, the Drawings (as the same are more specifically identified in the Agreement), together with all Modifications issued after the execution

of the Agreement.

Contract Price: The moneys payable by the City to the Contractor under the Contract

Documents as stated in the Agreement.

Contract Time: The number of days or the date stated in the Agreement for the completion of

the Work.

Contractor: The person, firm, or corporation with whom the City has entered into the

Agreement.

Drawings: The drawings which show the character and scope of the Work to be

performed, and which have been prepared or approved by the Engineer, and

are referred to in the Contract Documents.

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Effective Date

of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no

such date is indicated it means the date on which the Agreement is signed and

delivered by the last of the two parties to sign and deliver.

Engineer: The City Engineer.

Field Order: A written order issued by the Engineer which orders minor changes in the

Work.

Notice of Award: The written notice by the City to the apparent successful Bidder stating that

upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, the City will sign and

deliver the Agreement.

Notice to Proceed: A written notice given by the City to the Contractor fixing the date on which

the Contract Time will commence to run and on which the Contractor shall

start to perform his obligation under the Contract Documents.

Resident Project

Representative: The authorized representative of the Engineer who is assigned to the site, or

any part thereof.

Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data which are

specifically prepared by the Contractor, a subcontractor, manufacturer,

fabricator, supplier, or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a manufacturer, fabricator, supplier, or distributor and submitted by the Contractor to illustrate material or

equipment for some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical

descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details

applicable thereto.

Subcontractor: An individual, firm, or corporation having a direct contract with the Contractor

or with any other subcontractor for the performance of a part of the Work at

the site.

Substantial

Completion: The work (or a specific part thereof) has progressed to the point where, in the

opinion of the Engineer, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for

the purposes for which it was intended.

Work: The entire completed construction or the various separately identifiable parts

thereof required to be furnished under the Contract Documents. Work is the

result of performing services, furnishing labor, and furnishing and

incorporating materials and equipment into the construction, all as required by

the Contract Documents.

2. GENERAL MATTERS

Delivery of Bonds:

When the Contractor delivers the executed Agreements to the City, the Contractor shall also deliver to the City such Bonds as the Contractor may be required to furnish.

Copies of Documents:

The City shall furnish the Contractor with sufficient copies of the Contract Documents as are reasonably necessary for the execution of the Work.

Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence to run on the effective date of the Agreement, or, if a Notice to Proceed is given on the day indicated in the Notice to Proceed.

Starting the Project:

The Contractor shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy, which the Contractor may discover.

Within ten days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.

Before any Work at the site is started, the Contractor shall deliver to the Engineer certificates of insurance, which the Contractor is required to purchase and maintain and the City shall deliver to the Contractor certificates of insurance requested by the Contractor, which the City is required to purchase and maintain.

Preconstruction Conference:

Before the Contractor starts the Work at the site, a conference may be required by the Engineer for review and acceptance of the schedules, to establish procedures for handling Shop Drawings and other submittals, for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

3. CONTRACT DOCUMENTS; INTENT AND REUSE

Intent:

The Contact Documents comprise the entire Agreement between the City and the Contractor concerning the Work.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall report it to the Engineer in writing at once and before proceeding with the Work affected thereby.

It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words, which have a well-known technical or trade meaning, are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specified or by implication, shall mean the latest standard specification, manual, or code in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or the Engineer, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer.

The Agreement shall be governed by the laws of the State of Connecticut.

Reuse of Documents:

Neither the Contractor nor any subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer, and they shall not reuse any of them on any other project without written consent of the City and the Engineer and specific written verification by the Engineer.

4. <u>AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, REFERENCE POINTS</u>

Availability of Lands:

The City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access

thereto that may be required for temporary construction facilities or storage of materials and equipment.

<u>Unforeseen Physical Conditions:</u>

The Contractor shall promptly notify the Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The Engineer will promptly review those conditions and determine if further investigation or tests are necessary. If the Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.

Reference Points:

Control points and a project baseline are provided in the Contract Documents to enable the Contractor to proceed with the Work. The Contractor shall be responsible for establishing any additional reference points necessary for laying out and monitoring the Work by a licensed professional surveyor. The Contractor shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of the City. The Contractor shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

5. INSURANCE

Contractor's Liability Insurance:

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under worker's or workmen's compensation, disability benefits, and other similar employee benefit acts;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

Claims for damages insured by personal injury liability coverage, which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or by any other person for any other reason;

Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplemental Conditions, as specified in accordance with Section 1.03.07 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form, latest edition, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty days' prior written notice has been given to the City and the Engineer. All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work.

Contractual Liability Insurance:

The comprehensive general liability insurance required above will include contractual liability insurance applicable to the Contractor's obligations.

City's Liability Insurance:

The City shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect the City against claims which may arise from operations under the Contract Documents.

Property Insurance:

Unless otherwise provided in the Supplemental Conditions, the City shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplemental Conditions or required by law). This insurance shall include the interests of the City, the Contractor, and subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplemental Conditions, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys, and other professionals).

The City shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor or subcontractors in the Work to the extent of any deductible amounts. If the Contractor wishes property insurance coverage within the limits of such amounts, the Contractor may purchase and maintain it at his own expense.

Waiver of Rights:

The City and the Contractor waive all rights against each other and the subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require written waivers from each subcontractor; each such waiver will be in favor of all other parties enumerated in this paragraph.

Receipt and Application of Proceeds:

Any insured loss under the policies of insurance required shall be adjusted with the City and made payable to the City as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. The City shall deposit in a separate account any money so received, and it shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

The City as trustee shall have power to adjust and settle any loss with the insurers, unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to the City's exercise of this power. If such objection be made, the City as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach.

Acceptance of Insurance:

If the City has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor on the basis of its not complying with the Contract Documents, the City will notify the Contractor in writing thereof within ten days of the date of delivery of such certificates to the City. If the Contractor has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by the City on the basis of their not complying with the Contract Documents, the Contractor will notify the City in writing thereof within ten days of the date of delivery of such certificates to the Contractor. The City and the Contractor will each provide to the other such additional information in respect to insurance provided by him as the other may reasonably request. Failure by the City or the Contractor to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization - Property Insurance:

If the City finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the work, such use or occupancy may be accomplished; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage

necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

Additional Insured:

The City of Ansonia and the State of Connecticut shall be specified as additional insured on the Contractor's insurance.

6. CONTRACTOR'S RESPONSIBILITIES

<u>Supervision and Superintendence:</u>

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

The Contractor shall assign to the project a competent field superintendent. The superintendent shall spend sufficient time at the site as necessary to insure that work is proceeding efficiently and in accordance with the Contract Documents.

The superintendent shall not be replaced, except on a temporary basis because of sickness, vacations, etc. without written notice to the Engineer.

The superintendent shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

Labor, Materials, and Equipment:

The Contractor shall provide competent, suitably qualified personnel to survey and layout the Work and perform construction as required by the Contract Documents. The contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplemental Conditions, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the Engineer's written consent.

The Contractor shall furnish all materials, equipment, labor, transportation, construction, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports or required tests) as to the kind and quality of materials and equipment.

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

Equivalent Materials and Equipment:

Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named. The procedure for review by Engineer will be as follows:

Requests for review of substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment the Contractor shall make written application to the Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance.

The Engineer will record time required by the Engineer and the Engineer's consultants in evaluating substitutions proposed by the Contractor and in making changes in the Drawings or Specifications occasioned thereby. Whether or not the Engineer accepts a proposed substitute, the Contractor shall reimburse the City for the charges of the Engineer and Engineer's consultants for evaluating any proposed substitute.

Concerning Subcontractors:

The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. A subcontractor or other person or organization identified in writing to the City by the Contractor prior to the Notice of Award will be deemed acceptable to the City. Acceptance of any subcontractor, other person, or organization by the City shall not constitute a waiver of any right of the City to reject defective Work. If the City or Engineer after due investigation has reasonable objection to any subcontractor, other person, or organization proposed by the Contractor after the Notice of Award, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. The Contractor shall not be required to employ any subcontractor, other person, or organization against whom the Contractor has reasonable objection.

The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. The City or the Engineer may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

Patent Fees and Royalties:

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. The Contractor shall indemnify and hold harmless the City and the Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

Unless otherwise provided in the Supplemental Conditions, the Contractor shall obtain and pay for all construction permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work. The Contractor shall pay all charges of utility service companies for connections to the Work.

Laws and Regulations:

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations, applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, the Contractor shall give the Engineer prompt written

notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order. If the Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules, and regulations, and without such notice to the Engineer, the Contractor shall bear all costs arising therefrom.

Use of Premises:

The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Taxes:

No amount shall be included in the bid price for Connecticut State Sales Tax or for Federal Excise and Transportation Taxes.

Record Documents:

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and samples at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the Work.

Safety Protection:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury of loss to:

all employees on the Work and other persons, who may be affected thereby,

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

other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify the City of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

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

Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Shop Drawings and Samples:

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review an approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples

will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

At the time of each submission, the Contractor shall in writing call the Engineer's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness Shop Drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to measurements, dimensions, means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog number, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by the Engineer.

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

Continuing the Work:

The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the City may otherwise agree in writing.

Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily

injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or the Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation of the amount of type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

7. WORK BY OTHERS

The City may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. The Contractor shall afford the City, utility service companies, and the other contractors who are parties to such direct contract reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends, for proper execution or results, upon the work of any such other Contractor or utility service company, the Contractor shall inspect and promptly report to the Engineer in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

If the performance of additional work by other contractors or utility service companies or the City was not noted in the Contract Documents, written notice thereof shall be given the Contractor prior to starting any such additional work.

8. CITY'S RESPONSIBILITIES

The City shall issue all communications to the Contractor through the Engineer.

The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are approved in accordance with the provisions of the Supplemental Conditions.

9. ENGINEER'S STATUS DURING CONSTRUCTION

City Representative:

The Engineer shall be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the City's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the City and the Engineer.

Visits to Site:

The Engineer or his representative shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Clarifications and Interpretations:

The Engineer shall issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary.

Rejecting Defective Work:

The Engineer shall have authority to disapprove or reject Work, which is defective, and shall also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed, or completed.

Decisions on Disagreements:

The Engineer shall be the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred to the Engineer in writing with a request for a formal decision in accordance with this paragraph, which the Engineer shall render in writing within a reasonable time.

Limitations on the Engineer's Responsibilities:

Neither the Engineer's authority to act under the Contract Documents nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty of responsibility of the Engineer to the Contractor, any subcontractor, any manufacturer, fabricator, supplier, or distributor, or any of their agents or employees, or any other person performing any of the Work.

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," or "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review, or judgment will be

solely to evaluate the Work for compliance with the Contract Documents. The use of any such term or adjective never indicates that the Engineer shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of the following:

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.

The Engineer will not be responsible for the acts or omissions of the Contractor or of any subcontractors, or of the agents or employees of any Contractor or subcontractor, or of any other persons at the site or otherwise performing any of the Work.

10. CHANGES IN THE WORK

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

The Engineer may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of he Contract Documents. These may be accomplished by a Field Order and shall be binding on the City and also on the Contractor who shall perform the change promptly. If the Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, he shall notify the Engineer promptly in writing.

Additional Work performed without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

11. CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the City and the Engineer within

fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be reviewed by the Engineer and after reviewing the Engineer's recommendation and any other related information, the City shall determine and approve any appropriate change in the Contract Price. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

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

By mutual acceptance of a lump sum.

On the basis of the Cost of the Work as set forth in Section 1.09.04 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form, latest edition.

Adjustment of Prices:

Whenever the cost of any Work is to be determined pursuant to the above paragraphs, the Contractor will submit in for acceptable to the Engineer an itemized cost breakdown together with supporting data.

Cash Allowances:

It is understood that the Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such subcontractors, manufacturers, fabricators, suppliers, or distributors and for such sums within the limit of the allowances as may be acceptable to the Engineer. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The Contractor agrees that the original Contract price includes such sums as the Contractor deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

12. CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. The Contractor may present to the Engineer a request in writing for an extension of Contract time if the time necessary for compeltion of the Project has been increased due to extra or added work or delays resulting from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, except for weather or seasonal conditions (unless extraordinary and catastrophic). Such causes include, but are not restricted to, natural catastrophes, acts of the City in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the City, the presence of utility facilities (including railroads), fires, strikes, floods, or

delays by suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or such suppliers.

The Contractor's plea that insufficient Contract time was allowed under the Contract before commencement of the Project is not a valid reason for extending the Contract time. Request for an extension of time, with adequate substantiation, must be presented within 60 calendar days from the event that is the basis of the request or from the first effect of such an event on the Project. The Contractor will be responsible for providing all the documentation necessary to support the reasonableness of the additional time requested.

Such requests will be considered by the Engineer and granted to the extent that he deems to be fair and reasonable. Requests will not be considered if based on delays caused by conditions existing at the time the bids were received and of which the Contractor might reasonably be expected to have had full knowledge at that time, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the Project as to materials, labor or equipment. For all Project delays or time increases, except as provided below, additional Contract time is the sole remedy that the Contractor may have, and such periods of additional Contractor time shall be deemed "Non-Compensable Delays." For delays caused by the City in its Contractual capacity, the Contractor may, in addition to a time extension, request additional compensation to reimburse it for damages sustained as a direct result of such delay, and such periods of extended Contract time may be deemed "Compensable Delays."

The period of a compensable delay is limited as follows:

- (1) It may not include time more than 60 days prior to the Engineer's receiving written notice from the Contractor with adequate substantiation, of its intent to claim damages for the delay, and
- (2) It may not include periods of delay for which the City was responsible, but during which the Contractor experienced concurrent delays for which the City was not responsible.

Damages for periods of Project delay for which the City had sole responsibility shall be limited to the increased costs incurred by the Contractor (which shall not include lost profits), which the Contractor substantiates and which the Contractor shows were caused by such delays.

If an approved extension of time extends beyond November 30, the number of days of the approved extension remaining on that date will not begin to run again until the following April 1.

13. WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

The Contractor warrants and guarantees to the City and the Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted.

Access to Work:

The Engineer and the Engineer's representatives, other representatives of the City, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing. The Contractor shall provide proper and safe conditions for such access.

Test and Inspections:

The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.

If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested, or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing, or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the City's or the Engineer's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.

All inspections, tests, or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to the Engineer and the Contractor.

If any Work that is to be inspected, tested, or approved is covered without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to cover such Work and the Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by the Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

If any Work is covered contrary to the request of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered Work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor,

material, and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including compensation for additional professional services.

City May Stop the Work:

If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, the Engineer may order the Contractor to Stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to Stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

Correction or Removal of Defective Work:

If required by the Engineer, the Contractor shall promptly, without cost to the City and as specified by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with nondefective Work.

One-Year Correction Period:

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or if it has been rejected by the City, remove it from the site and replace it with non-defective Work. Where it is required for the Contractor to repair, replace, resurface, reseed, replant or to modify, alter, add, or remove hardware, parts, components, or related accessories for the purpose of ensuring proper appearance, performance, or operation, such operations shall be done as required by the Contractor until such time as acceptable performance has been established. Problems which occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs, schedules, and reports shall be maintained to reflect these items and their redress. If the Contractor does not promptly comply with the terms of such instruction, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

Acceptance of Defective Work:

If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; if the acceptance occurs after such final payment, an appropriate amount shall be paid by the Contractor to the City.

City May Correct Defective Work:

If the Contractor fails within a reasonable time after written notice of the Engineer to proceed to correct defective Work or to remove and replace rejected Work as required by the Engineer, or if the Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), the City may, after seven days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph the City shall proceed expeditiously to the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere. The Contractor shall allow the City, the City's representatives, agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Engineer, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by the City of the City rights hereunder.

14. PAYMENTS TO CONTRACTOR AND COMPLETION

Schedules:

At least ten days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a progress schedule, a final schedule of Shop Drawing submission, and where applicable, a schedule of values of the Work. These schedules shall be satisfactorily in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payment during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Application for Progress Payment:

At least ten days before each progress payment falls due (but not more often than once a month), the Contractor shall submit to the Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as the Engineer may reasonably require. Each subsequent Application for Payment shall include an affidavit of the Contractor stating that all previous progress payment received on account of the Work have been applied to discharge in full all of the Contractor's

obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Contract Documents.

Contractor's Warranty of Title:

The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for payment, whether incorporated in the project or not, will pass to the City at the time of payment free and clear of all liens, claims, security interests, and encumbrances.

Review of Applications for Progress Payment:

The Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the City, or return the Application to the Contractor indicating in writing the Engineer's reasons for refusing the recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.

The Engineer may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations. He may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the Engineer's opinion to protect the City from loss because:

the Work is defective, or completed Work has been damaged requiring correction or replacement;

written claims have been made against the City in connection with the Work;

the Contract Price has been reduced;

the City has been required to correct defective Work or complete the Work, of the Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents; and/or

the Contractor's failure to make payment to subcontractors, or to make payment for labor, materials, or equipment.

Substantial Completion:

When the Contractor considers the entire Work ready for its intended use the Contractor shall, in writing to the Engineer, certify that the entire Work is substantially complete and request that the Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, the Engineer will notify the Contractor in writing giving his reasons therefor. If the Engineer

considers the Work substantially complete, the Engineer will prepare certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

The City shall have the right to exclude the Contractor from the Work after the date of Substantial Completion, but the City shall allow the Contractor reasonable access to complete or correct items on the list.

Partial Utilization

Use by the City of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

The City at any time may request the Contractor in writing to permit the City to use any part of the Work, which the City believes to be substantially complete, and which may be so used without significant interference with construction of the other parts of the Work. If the Contractor agrees, the Contractor will certify to the City and the Engineer that said part of the Work is substantially complete and request the Engineer to issue a certificate of Substantial Completion for that part for the Work. Within a reasonable time thereafter, the Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion. If the Engineer does not consider that part of the Work to be substantially complete, the Engineer will notify the Contractor in writing giving his reasons therefor. If the Engineer considers that part of the Work to be substantially complete, the Engineer will execute and deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment.

In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, the City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, the City and Contractor have agreed as to the division of responsibilities between the City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities, and insurance with respect to such facility.

Final Inspection:

Upon written notice from the Contractor that the Work is complete, the Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

After the Contractor has completed all such corrections to the satisfaction of the Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents - all as required by the Contract Documents, and after the Engineer has indicated that the work is acceptable, the

Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as the Engineer may reasonably require, together with complete and legally effective releases or waivers (satisfactory to the City) of all claims arising out of or filed in connection with the Work. In lieu thereof and as approved by the City, the Contractor may furnish receipts or releases in full; an affidavit of the Contract that the releases and receipts include all labor, services, material, and equipment for which a claim could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment.

Final Payment and Acceptance:

If, on the basis of the Engineer's observation of the Work during construction and final inspection, and the Engineer's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, the Engineer will, within ten days after receipt of the final Application for Payment, process the Application for payment. Otherwise, the Engineer will return the Application to the Contractor, indicating in writing the reasons for refusing to process final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application.

Contractor's Continuing Obligation:

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the City to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor the issuance of a notice of acceptability by the Engineer, nor any correction of defective Work by the City shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

The making and acceptance of final payment shall constitute:

A waiver of claims by the City against the Contractor except for claims arising from unsettled debts, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; and it shall not constitute a waiver by the City of any rights in respect of the Contractor's continuing obligations under the Contract Documents, and a waiver of all claims by the Contractor against the City other than those previously made in writing and still unsettled.

15. SUSPENSION OF WORK AND TERMINATION

The City May Terminate:

Upon the occurrence of any one or more of the following events:

if the Contractor is adjudged a bankrupt or insolvent,

if the Contractor makes a general assignment of the benefit of creditors,

if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property,

if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,

if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,

if the Contractor repeatedly fails to make prompt payments to the subcontractors or for labor, materials, or equipment,

if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction,

if the Contractor disregards the authority of the Engineer, or

if the Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

The City may after giving the Contractor and his Surety seven days' written notice, terminate the services of the Contractor, exclude the Contractor from the site and take possession of the Work, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the City. Such costs incurred by the City shall be incorporated in a Change Order, but in finishing the Work the City shall not be required to obtain the lowest figure for the Work performed.

Where the Contractor's services have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the City will not release the Contractor from liability.

Upon seven days' written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable expenses.

Contractor May Stop Work or Terminate:

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the City or under an order of court or other public authority, or the Engineer fails to act on an Application for Payment within thirty days after it is submitted, or the City fails for sixty days to pay the Contractor any sum finally determined to be due, then the Contractor may, upon fourteen days' written notice to the City and the Engineer, terminate the Agreement and recover from the City payment for all Work executed and any expense sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the City has failed to make any payment as aforesaid, the Contractor may upon seven days' notice to the City and the Engineer Stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the Contractor of his obligations to carry on the Work in accordance with progress schedule and without delay during disputes and disagreements with the City.

16. MISCELLANEOUS

Giving Notice:

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

Should the City or the Contractor suffer injury or damage to his person or property because of any error, omission, or act of the other part or of any of the other party's employees or agents or others for whose acts the other part is legally liable, claim shall be made in writing to the other part within a reasonable time of the first observance of such injury or damage.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the

warranties, guarantees, and obligations imposed upon the Contractor and all of the rights and remedies available to the City and the Engineer thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Non-Discrimination:

The Contractor shall agree and warrant that in the performance of the contract, he will not discriminate or permit discrimination against any person or group of persons on the ground of race, color, religious creed, age, marital status, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor shall further agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as they relate to the provisions of Section 4-11a of the Connecticut General Status as amended.

Affirmative Action:

If requested by the City, the Contractor shall submit details of this Affirmative Action Program. Such program shall be modified as and where necessary to meet the requirements of the City and shall remain in force throughout the contract period.

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CITY OF ANSONIA SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

1. DEFINITIONS

- A. The Terms used in these Supplemental Conditions, which are defined in the General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions.
- B. Wherever used in the Contract Documents, the following words have the meanings indicated, which are applied to both the singular and the plural thereof:

"Project Manual" - shall mean the bound volume containing the following Contract Documents:

Invitation To Bid

Instruction To Bidders

Signed copy of the Bid Proposal Forms, with all attachments required for bidding

Contract Forms

General Conditions

Supplemental Conditions

Special Provisions

Standard Specifications

Supplemental Specifications

Wage Rates

Contract Drawings

Certificate of Insurance

Exhibits not included as part of the documents listed above

Addenda

The word "Remove," where it applies to existing materials, shall mean remove entirely from the site unless material is approved by the Engineer for re-use. In addition, the word "remove" shall imply the patching of all remaining work affected by removal. All existing materials, which have been removed, shall become the Contractor's property unless otherwise specified.

"As Necessary" or "As Required" - Work referred to as "As Necessary" shall be that work which is required for completed construction, but is not necessarily shown or described in the Contract Documents.

The word "Furnish" or the word "Supply" - shall mean purchase, delivery, and off-loading at the job site including all documentation, storage, and protection.

The word "Install" or the word "Apply" - shall mean set in place complete for normal use or service, all in accordance with the Contract Documents.

The word "Provide" - shall mean furnish (or supply) and install (or apply).

The words "Approved Equal" - shall mean any product, which in the opinion of the Engineer is comparable in quality, durability, appearance, strength, performance, design, physical dimension, and arrangement to the product specified, and will function properly in accordance with the design intent.

The word "Product" - shall mean any item of equipment or material provided under the Contract Documents.

2. THE CONTRACTOR'S INSURANCE

The Contractor shall maintain insurance of the kinds and in at least the amounts specified in Section 1.03 – Award and Execution of Contract included in the Project Manual. The City of Ansonia and the State of Connecticut shall be added to the policies as "Additional Insured".

All risks associated with construction equipment, machinery, and tools belonging to or used by the insured shall be assumed by the insured.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

3. CONTRACTUAL LIABILITY INSURANCE

The Contractual Liability required by the General Conditions shall provide coverage for not less than the amounts as set forth below or in accordance with Section 1.03.07 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction latest Form, whichever limits are greater:

Bodily Injury - each occurrence: \$3,000,000

Property Damage - each occurrence: \$3,000,000

Property Damage - annual aggregate: \$3,000,000

4. <u>TIME FOR COMPLETION</u>

It shall be understood and mutually agreed that the time for Substantial Completion is an essential condition of this Contract and as detailed elsewhere and will be part of the Form of Agreement..

It is expressly understood and agreed by the Contractor and the City that the time for Substantial Completion is reasonable, taking into consideration average climatic range, City restrictions, and other conditions prevailing.

The Contractor agrees that the Work shall be performed diligently and uninterrupted at such rate as will insure Substantial Completion of all Work on or before the date stated in the Contract. If it appears that some of the work cannot be completed by the scheduled date, the Contractor shall increase the work force or increase the hours of work, including evenings and weekends if necessary, at no additional cost to the City.

If the work is complete but the area is not cleaned and debris or equipment is not removed, the City shall have the right to have the area prepared for occupancy with its own or other forces and deduct the costs from the contract amount.

The Construction Schedule is critical to the Project. It is specifically understood that all work is required to be Substantially Complete, and ready for full occupancy and use by the City, on or before the date agreed upon in the Contract and that the time of completion is of the essence and of great importance to the City.

5. PAYMENTS AND RETAINAGE

Monthly applications for payment shall be submitted to the Office of Economic Development for consideration. Payment shall be made within thirty days after approval of the application for payment by the City.

An amount of 95 percent (95%) of the estimated amount due, less any payments previously made and/or any moneys to be held will be paid to the Contractor monthly. The balance will be retained by the City until final completion of the work. Final payment will not be made until final completion and acceptance by the City of all work covered by the Contract. The Contractor agrees that he will indemnify and save the City harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers, and assignees.

6. SCOPE OF WORK

The work to be completed under this Contract includes the provision and installation of all improvements, all as detailed in the specifications and drawings.

The City reserves the right to increase or decrease the Scope of Work to be done under this Contract, select bid or alternate items in its best interest, or to omit any work in order to bring the cost within available funds. Exercise by the City of the above rights shall not constitute any grounds or basis of claim for damages or for anticipated profits on work omitted.

7. <u>SCHEDULE AND TIME OF COMPLETION</u>

Attention of the Bidder is directed to the time provision for completion of work under the Contract, which requires that all work be completed by within the time specified elsewhere from the date of receipt of the Notice to Proceed from the City. The calendar days shall be consecutive.

Prior to the start of construction, the Contractor shall prepare and submit a sequence of construction for approval by the Engineer.

8. <u>LIQUIDATED DAMAGES</u>

The Contractor will proceed with the work at such rate of progress to ensure full completion within the time requirements stated above. It is expressly understood and agreed by and between the Contractor and the City that the contract items for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the contract times, or extension of time granted by the City, then the Contractor and his sureties shall be liable for and shall pay to the City for each and every calendar day that he shall be in default in completing any given assignment in the time stipulated above, the sum as detailed elsewhere in these Contract Documents. This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages which the City will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof.

The City shall have the right to deduct the amount of any such damages from any moneys due the Contractor under this Contract.

9. PAYMENT OF WAGES

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10. FAIR EMPLOYMENT PRACTICES

The successful Contractor shall agree that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him in compensation or ill terms, conditions, or privileges of employment because of race, color, religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes "Unfair Employment Practices."

11. SAFETY

The Contractor shall perform all work in accordance with the latest governmental safety regulations including, but not limited to, the Department of Labor and Office of Safety and Health Administration regulations and suggested practices.

12. LINES, GRADES, AND MEASUREMENTS

The controlling lines and grades shall be as shown on the Contract Drawings. Additional batter boards, lines, grades and forms shall be furnished and set by the Contractor if he through willfulness or carelessness removes, or permits to be removed, any reference marks establishing said controlling lines and grades, before the performance of the work requires such removal. The replacement of such reference marks shall be at the Contractor's expense.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work as directed or as called for in the Specifications.

During the performance of the work, he shall make all necessary measurements to prevent misfitting in said work and be responsible therefore for the accurate construction of the entire work.

13. PUBLIC ACCESS

Public roads, including driveways, sidewalk and crossings shall remain passable while work is in progress. Maintain safe access for all vehicles and pedestrians throughout the limits and duration of the work. Secure the project site at end of work day.

14. UTILITIES

Utilities may be located within the area and may be adjacent to the construction work.

The Contractor shall make all the necessary arrangements with any utility that must be protected or relocated in order to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the areas of construction and he shall take all necessary precautions to avoid damage to existing utilities. Any cost of temporary relocations for the Contractor's convenience shall be paid for by the Contractor.

The Contractor shall call 811: Connecticut Underground Utility Protection Plan ("Call Before You Dig"), Box 1562, New Haven, Connecticut (Telephone Toll Free: 1-800-922-4455) for notifications to utility companies prior to excavating.

15. OFF-SITE DISPOSAL

The Contractor shall load and haul any surplus or unsuitable material for disposal at a disposal site provided by the Contractor at his cost. An exception to this applies to the topsoil to be removed during Site Work. This topsoil shall remain the property of the City and be hauled and stockpiled at two sites as detailed on the Notice to Contractors.

16. PERFORMANCE OF WORK

The Contractor will be responsible for providing all services necessary to perform the work shown on the plans or described in the specifications.

17. HOURS OF OPERATION

The Contractor shall limit his operations to the hours defined in Section 1.08 – Prosecution and Progress in the Project Manual.

18. PROJECT AS-BUILT DRAWINGS

The Contractor shall be responsible for the completion of as-built plans, profiles and cross sections of the completed work.

BID FORM

Must Be Submitted Electronically to: somalley@ansoniact.org

The undersigned acknowledges receipt of addenda numbered:

under the conditions required at the unit prices and lump sums listed as follows:

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that he/she has carefully examined all the Contract Documents as prepared by DeCarlo & Doll, Inc., 89 Colony Street, Meriden, CT 06451, and dated February 2025 that he/she has informed themselves fully in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

All bids shall remain open for 120 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within 120 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids, the undersigned will within seven days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees the Contract Time shall commence following the effective date of the Agreement, and to fully complete the Work within the Schedule as detailed elsewhere in these Contract Documents.

The undersigned further agrees to pay OWNER, as liquidated damages, as detailed elsewhere for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

1	2	3	
In accordance with	the above understanding, the	undersigned proposes to part	form the Work as described
	cuments, furnish all materials		

Nolan Field Bid Form Section 2-1

Bid Submitted by:			
NAME OF BIDDER			
ADDRESS			·
BY:			
Print or type name		Title	
Signature:		Date:	
Telephone:	Fax:	E-Mail:	

Offer: The undersigned, having become thoroughly familiar with all conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, equipment and services required for the Construction of Improvements at Nolan Field, Ansonia, Connecticut, as listed below all in strict accordance with the drawings and specifications dated February 2025.

The Unit Price quantities are estimated and if actual quantities are found to be less than the estimated amounts, there shall be no additional compensation for any loss on the part of the Contractor.

<u>Bids</u>: I will furnish all labor, materials, equipment and services necessary to perform the work required by the work required by the bid documents and will take in full payment therefore the lump sum and unit prices of:

Attached hereto is:

Statement of Bidder's Qualifications Non-Collusion Affidavit of Prime Bidder Form of Surety Guarantee and Bid Bond

Receipt of Addenda	is Acknowledged:	
No:	Dated:	
No:	Dated:	
I,		certify that I am the
	of the	corporation named as Bidder in the Bid Form; that
		who signed said Bid Form on
behalf of the Bidder is	3	of the said corporation; that
I know his signature;	that his signature thereto is genu	ine and that said Bid form was duly signed, sealed
and executed for and i	in behalf of said corporation by	authority of its governing body.
Date		
	Secretary-Clerk	
	Corporate Seal	
		ures or words or your bid may be automatically

BID FORM CONTRACT #1 – SITE WORK

Construction of Improvements at Nolan Field
Ansonia, Connecticut

The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the Project area affecting the cost of the work, and with the Contract Documents (which include Invitation to Bid, Instructions to Bidders, Form of Bid, Form of Bid Bond, Form of Agreement, Form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Supplementary Conditions, Technical Specifications, Drawings (as listed in the Schedule of Drawings), and Form of Surety Bond of Bonds), as prepared by The WBA Group, Inc. 116 Montowese Street, Branford, CT 06405 hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to complete the work, all in accordance with the above listed documents, submits wherewith the following proposal:

BASE BID ITEMS

Item <u>No.</u>		Description	Unit Price	Total <u>Price</u>
1.	Lump Sum	Sedimentation and Erosion Control, lump sum price dollars and cents.	\$	\$
2.	400 L.F.	Sawcut Existing Bituminous Concrete Pavement, price per linear foot Dollars and cents.	\$	\$
3.	6,000 S.F.	Remove Existing Bituminous Concrete Pavement, price per square foot Dollars and cents.	\$	\$
4.	17,345 S.Y.	Scrape and Remove Topsoil, price per square yard dollars and cents	\$	_ \$
5.	875 C.Y.	Unclassified Excavation, price per cubic yard dollars		

		and c	ents.	\$	_ \$
Item <u>No.</u>	Estimated Quantity	Description		Unit Price	Total Price
6.	175,345 S.Y.	Furnish and Place Geotextile Fab price per square yard dollar and	rs and	\$	_ \$
7.	925 C.Y.	Furnish and Place 3/8" Broken Sto Base, 2" Depth, price per cubic ya dolla and cen	ard ars	\$	\$
				¥	
8.	2,891 C.Y.	Furnish and Place ¾" Broken Stor Base, 6" Depth, price per cubic ya and c	ard ollars	\$	\$
9.	5,782 C.Y.	Furnish and Place 2" Broken Stor Base,12" Depth, price per cubic year do and do	ard ollars	\$	\$
10.	1,563 L.F.	Furnish and Install Rubber "L" Curprice per linear foot dollars a			
		dollars &		\$	\$
11.	Lump Sum	Remove Existing Baseball Dugo Lump Sum pricecent		\$	_ \$
12.	2 EA	Construct New Baseball Dugout a Bullpen, Price per eachco		\$	_ \$
13.	2 Each	Remove Existing Goalpost, price eachdollars andcer		\$	\$
14.	2 Each	Furnish and Install New permanel Goalpost, price per each			

Item No.	Estimated Quantity	Description	Unit Price	Total <u>Price</u>
15.	2,100 S.F.	Construct 4" thick reinforced Concrete Bleacher Pad, complete, price per square foot dollars and cents.	\$	\$
16.	370 L.F.	Remove Existing 4' high Galvanized Clad Chain Link Fence including gates, price per linear foot dollars andcents.	\$	\$
17.	260 L.F.	Remove Existing 10' high Galvanized Clad Chain Link Fence including gates, price per linear foot,cents.	\$	\$
18.	1,278 L.F.	Furnish and Install 6' high Black Vinyl Clad Chain Link Fence, price per linear foot, dollars andcents.	\$	\$
19.	190 L.F.	Furnish and Install 10' high Black Vinyl Clad Chain Link Fence, price per linear foot, dollars andcents.	\$	\$
20.	2 EA	Furnish and Install 6' high, 4' wide Black Vinyl Clad Chain Link Gate, price per each dollars andcents.	\$	\$
21.	4 EA.	Furnish and Install 6' high,12' wide Black Vinyl Clad Chain Link Gate, price per each foot, dollars andcents.	\$	\$
22.	3 EA	Relocate Existing Bleacher, price per each, dollars and cents.	\$	\$

dollars and ______cents. \$ _____ \$ ____

Item No.	Estimated Quantity	Description	Unit Price	Total <u>Price</u>
23.	1 EA	Construct New Black Vinyl Clad Chain Link Baseball Backstop Price per each Dollars and cents.	\$	\$
Total	Base Bid (in w	vords)		
		Dollars and		cents.
Total	Base Bid (in fi	gures)		

THIS IS A UNIT PRICE BID PROJECT. The unit price for each of the several items in the bid of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, increases or decreases thereof may be made without limit and adjustment and compensation shall be made on the basis of the unit prices for such items.

In submitting this Bid, the Bidder understands that the right is reserved by the City of Ansonia to reject any and all bids. If written notice of the acceptance of the Bid is mailed, telegraphed, or delivered the undersigned within forty-five (45) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bonds within ten (10) days after the Notice of Award.

The und	dersign	ed su	bmits secu	ırity in t	he sur	n of								
Dollars	and												C	— ents
(\$)	ten	(10
percent	of the	Rid in	n the form	of Rid	Rond	which	sum	it is	agreed	shall	hecome	the	ء مماء	an

exclusive property of City of Ansonia as liquidated damages to City of Ansonia if the undersigned fails to execute a contract in conformity with the accompanying Form of Agreement, and to furnish Performance, Payment and Insurance policies in accordance with the accompanying forms, after due notifications therefore in the Contract Documents.

Attached hereto is:

- A. Bid Security
- B. Statement of Bidder's Qualifications.
- C. Affidavit(s) in proof that the undersigned has not colluded with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which this Bid is submitted.

The Bidder is enclosing a statement of his qualifications and is prepared to submit a financial statement upon request.

All quantities to be verified by Contractor. Any discrepancies between plans and bid forms must be brought to the attention of the Consultant prior to contract signing.

The Bidder hereby agrees to commence work under this contract no later than April 1, 2025 or before the date specified in the Notice to Proceed and to complete the field portion of the project no later than June15, 2025. Bidder further agrees to pay liquidated damages as detailed in the Special Conditions..

The Bidder acknowledges re	ceipt of the following Addendum:	
NOTE: The penalty for mak Paragraph 1001.	ng false statements in offers is prescribed in 18 U.S.C.	
Date		
Official Address:	Name of Bidder	
	Ву	
	Title	
(Seal - If Bid is by Corporation	n)	
A. Attest		

THREE COPIES OF THE BID SHALL BE SUBMITTED

CONTRACT #2 – ARTIFICIAL TURF

Construction of Improvements at Nolan Field Ansonia, Connecticut

Gentlemen:

The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the Project area affecting the cost of the work, and with the Contract Documents (which include Invitation to Bid, Instructions to Bidders, Form of Bid, Form of Bid Bond, Form of Agreement, Form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Supplementary Conditions, Technical Specifications, Drawings (as listed in the Schedule of Drawings), and Form of Surety Bond of Bonds), as prepared by The WBA Group, Inc. 116 Montowese Street, Branford, CT 06405 hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to complete the work, all in accordance with the above listed documents, submits wherewith the following proposal:

BASE BID ITEMS

Item No.		Description	Unit Price	Total <u>Price</u>
1.	156,092 S.F.	Laser Grade Field including Additional ¼" Leveling Stone as needed, price per square foot dollars and cents.	8	\$
2.	156,092 S.F.	Furnish and Install 2" Dual Fiber (Slit Film/(Root Zone) 60 oz min Face Weight, ½" stitch width including all inlaid lines and markings as shown, price per square footdollars and cents.	\$	\$
3.	1 Ea.	Furnish & Install Center Logo, price per each, dollars and cents.	\$	\$
4.	2 Ea.	Furnish & Install End Zone Logo, price pe each, cents.	er \$	\$

Item No.	Estimated Quantity	Description	Unit Price	Total	<u>Price</u>		
5. <i>´</i>	156,092 S.F.	Furnish and Install 1-1/2" New SBR In-Fill, price per square foot cents. \$_		\$_			
Total Base Bid (in words)							
		dollars and			cents.		
Total	Total Base Bid (in figures) \$						

The Contract shall be awarded based on the Total Base Bid.

All Prospective Bidders are required to submit a complete Bid based on the Base Bid Package to be considered for the Project, including to be considered for any Alternatives.

If a Prospective Bidder wishes to submit an Alternative to the Base Bid, that Alternative shall include complete Pricing, Graphics and Product samples, along with a Project Schedule to be considered.

The City has the right to reject any and all Base Bids and Alternative(s), if it deems it is in the best interest to do so.

ALTERNATE BID ITEMS

Item No.	Estimated Quantity	Description	Unit Price	Total Price
A-1.	156,092 SF	Furnish and Install an Alternati Turf in place of Base Bid Items price per square footdollars and	 \$	\$

THIS IS A UNIT PRICE BID PROJECT. The unit price for each of the several items in the bid of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, increases or decreases thereof may be made without limit and adjustment and compensation shall be made on the basis of the unit prices for such items.

In submitting this Bid, the Bidder understands that the right is reserved by the City of Ansonia to reject any and all bids. If written notice of the acceptance of the Bid is mailed, telegraphed, or delivered the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bonds within ten (10) days after the Notice of Award.

The undersigned submits security in the sum of
Dollars andCents.
(\$),
ten (10) percent of the Bid in the form of Bid Bond which sum it is agreed shall become the sole and exclusive property of City of Ansonia as liquidated damages to City of Ansonia if the undersigned fails to execute a contract in conformity with the accompanying Form of Agreement, and to furnish Performance, Payment and Insurance policies in accordance with the accompanying forms, after due notifications therefore in the Contract Documents
Attached hereto is: A. Bid Security B. Statement of Bidder's Qualifications. C. Affidavit(s) in proof that the undersigned has not colluded with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which this Bid is submitted.
The Bidder is enclosing a statement of his qualifications and is prepared to submit a financial statement upon request.
All quantities to be verified by Contractor. Any discrepancies between plans and bid forms must be brought to the attention of the Consultant prior to contract signing.
The Bidder hereby agrees to commence work under this contract no later than June 16, 2025 or before the date specified in the Notice to Proceed and to fully complete the project no later than August 10, 2025. Bidder further agrees to pay liquidated damages as detailed in the Special Conditions. The Bidder acknowledges receipt of the following Addendum:
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.
Date20 Name of Bidder
Official Address:

	Title
(Seal - If Bid is by Corporation)	
A. Attest	

THREE COPIES OF THE BID SHALL BE SUBMITTED

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This Statement must be notarized. The Bidder may submit any additional information he desires.

1.	Name of Bidder:				
2.	Permanent main office address:				
3.	When organized:	President:			
4.	If a corporation, where incorporated:	Treasurer:			
5. How many years have you been engaged in contracting under your present firm or trad					
6.					
7.	General Character of work performed by you:				
 8.	Have you ever failed to complete any work why?	· · · · · · · · · · · · · · · · · · ·			
 9.	Have you ever defaulted on a contract? If so why?				
10.	<u>*</u>	ompleted by you, stating approximate gross cost			
11.	. List your major equipment available for this	s Contract:			
	Background and experience of the principal	members of your organization including the			

13. Provide the License Numbers for all applicable or required trades:						
Contractor License No.	Electric	ian License No				
14. Give bank reference	4. Give bank references:					
information that may be	est, fill out a detailed finance required by the City of An	sonia:				
	oration or firm names unde	• •				
	reby authorizes and request					
any information red	reby authorizes and request quested by the City of Ansor this Statement of Bidders (nia, Connecticut in ver				
Dated at	thisday	of	, 20			
	(Name of	Bidder)				
	Ву:					
	Title:					
State of						
County of						
	being duly _ of l all statements therein cont	sworn deposes and sa and that the a	lys that he is answers to the			
foregoing questions and	all statements therein cont	ained are true and corr	rect.			
Subscribed and sw	orn to before me this	day of	, 20			
	Notary Public					
My commission expires	s20					

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

	, being first duly sworn, depose
and says t	
(1)	He is (owner, partner, officer, representative or agent) ofthe Bidder that has submitted the attached bid;
(2)	He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3)	Such Bid is genuine and is not a collusive or sham Bid;
(4)	Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest,, including this affiant, has in any w colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price or any other bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Ansonia or any person interested in the proposed Contract; and
(5)	The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.
	(Signed)
	Title
	yorn to before me of20
uay 0	My Commission expires,20
Notary Publi	

END OF SECTION

FORM OF SURETY GUARANTY

(Shall accompany proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the under said corporation, and for other valuable consideration the

(Name of Surety Company).				
a corporation organized and existing under the laws of the State of				
and licensed to do business in the State ofc	ertifies and agrees			
that if Contract				
is awarded to(Name of Bidder)				
Corporation will execute the bond or bonds as required by the Contract price for the faithful performance payment of all persons supplying labor or furnishing or furnishing manner.	mance of the Contract and for			
(Surety)				
The language of this form shall generally be given on the official for Company complete with the usual proof of Authority of Officers of				

official form.

The form is required regardless if the surety provided with the bid is a Bid Bond or a Certified Check.

Should a bid be offered with a check as surety without said official form, such bid shall be rejected.

Nolan Field Bid Bond Section 2-16

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the u	C
os Principal and	(Name of Principal)
as Principal, and(Name of Surety)	as Surety. are field and
firmly bound unto the CITY OF ANSONIA, CONNECTIO	CUT hereinafter called the "Owner", in
the penal sum of	DOLLARS, (\$)
lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, such firmly by these presents:.	<u> </u>
THE CONDITION OF THIS OBLIGATION IS SUCH THE the Accompanying Alternate Bid dated for	20
NOW, THEREFORE, if the Principal shall not withdraw so the opening of the same, or, if no period be specified, within shall within the period specified therefore, or if no period be prescribed forms are presented to him for signature, enter it accordance with the Bid, as accepted, and give bond with grequired, for the faithful performance and proper fulfillme withdrawal of said Bid within the period specified, or the fabond within the time specified, if the Principal shall pay the specified in said Bid and the Amount for which the Owner both, if the latter be in excess of the former, then the above otherwise to remain in full force and virtue. IN WITNESS WHEREOF, the Principal and the Surety has	in thirty (30) days after the said opening, and be specified, within ten (10) days after the into a written Contract with the Owner in good and sufficient surety or sureties, as may be ent of such Contract; or in the event of the failure to enter into such Contract and give such the Owner the difference between the amount in may procure the required work or supplies or explication shall be void and of no effect, we hereunto set their hands and seals, and such
of them as are corporations have caused their corporate sea signed by their proper officers, the day and year first set for above.	
	(L.S)
	Principal
	Surety
SEAL	By:

Nolan Field Bid Bond Section 2-17

Bid Bond Page 2 of 4 In presence of: ____ (Seal) (Individual Principal) (Business Address) _____(Seal) (Partnership) By _____ (Business Address) Attest: (Corporate Principal) (Business Address) Affix Corporate Seal By: _____ Attest: (Corporate Surety) (Business Address) Countersigned Affix Corporate Seal _____ Attorney-in-Fact, State of _____ (Power of Attorney for person signing for surety company must be attached to bond)

Nolan Field Bid Bond Section 2-18

Bid Bond Page 3 of 4

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company, and the power-of-attorney for the surety company's attorney-in-fact, authorized to act within the State of Connecticut.)

END OF BID BOND

Nolan Field Bid Bond Section 2-19

AGREEMENT

THIS AGREEMENT	r, made by and between the C	ity of Ansonia (hereinafter designated as City), a
municipal corporation locate	d within the County of New F	Haven and State of Connecticut and
(herein after design	nated as Contractor), whose pr	rincipal place of business is located at,
acting herein by	, its	, duly authorized and empowered so
to act:		
	WITNESS	ЕТН
1. That said Contractor, for	and in consideration of the pro	omises and undertakings of the City as hereinafter
set forth, does hereby promis	se and agree with the said City	that the Contractor will furnish and deliver
Construction of Improvem	ents at Nolan Field in accord	ance with the specifications prepared for such
purpose, which specification	s are contained in the Contra	ct Drawings dated February 2025 and Project
Manual dated February 202	25, and incorporated into and	made a part of this contract. The schedule of
performance by Contractor is	s as follows: See Bid Form.	
2. The City, in const	ideration of the faithful perfor	rmance of the promises, undertakings and
agreements by the Contractor	r, does hereby promise and ag	ree that it will pay Contractor the sum of
\$, payment to	o be made, for work performe	ed on a monthly basis, and after acceptance of the
work by the City of Ansoni	<u>a</u> .	
3. The service and v	work contemplated under this	contract shall be completed on or before

4. The City may at any time, and for any reason, direct the discontinuance of the services and work of Contractor for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction or upon such other date as the City may thereafter specify in writing. The period during which such work shall have

been discontinued shall be deemed added to the time for performance. The issuance of such direction shall not give rise to any claim against the City.

- 5. The City may at any time and for any reason terminate this contract by written notice specifying the date of termination, which shall be not less than seven (7) days from the date upon which such notice is given. In the event of such termination, services shall be paid for by the City in such amount as shall compensate the Contractor for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the City after consultation with the Contractor. Such termination shall not give rise to any claim against the City in addition to the compensation provided for in this paragraph.
- 6. It is mutually agreed and understood by the parties hereto that no payment shall be made at any time unless the terms and conditions of said specifications have been fully complied with; but no payment made under this contract shall be construed as evidence of complete compliance with the terms and conditions hereof, including specifications.
- 7. The Contractor shall not assign this contract nor any right or responsibility hereunder, nor employ any subcontractor for the completion of performance due under this contract or any part thereof without the prior written consent of the City; however, no such consent shall operate to release the Contractor from any obligation or liability hereunder, or modify the obligations or liabilities of the Contractor to the City.
- 8. If at any time there shall be reasonable grounds to believe that there exists any lien or claim for which, if established, the City may become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then or to come due an amount sufficient completely to satisfy any such lien or claim; and if the City should become aware of any such lien or claim after all payments have been made to Contractor or after there remains due to Contractor an amount insufficient to satisfy such lien or claim, the Contractor shall refund to the City money sufficient to satisfy such lien or claim.
- 9. The acceptance by the Contractor of any final payment made under or upon termination of this contract shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, his successor or assigns, have or may have against the City.
- 10. The Contractor shall protect and save harmless the City from and against any and all claims, demands or causes of action directly or indirectly or arising out of bodily injury, death or damage or

destruction of or loss to property which is claimed to be due in any way to the fault of the Contractor or anyone employed by him.

- 11. The Contractor shall at its expense, maintain during the life of this contract liability insurance coverage of not less than \$3,000,000.00 for each, of bodily injury, damage and property damage; and shall, before commencing the work, furnish City a certificate of insurance evidencing such coverage, which shall include for notice of cancellation, lapse or amendment to be given to the City at least thirty (30) days prior to the date of its effective action; and the City shall be named in such policy as an additional insured.
- 12. In the event the Contractor is a non-resident of this State of Connecticut, the Contractor agrees to deposit with the Connecticut Commissioner of Revenue Services a sum equivalent to three percent (3%) of the total amount to be paid under the contract, or to furnish said Commissioner with a guarantee bond satisfactory to said Commissioner in a sum equivalent to three percent (3%) of such total amount, to secure payment of the tax payable with respect to tangible personal property consumed or used pursuant to or in the carrying out of such contract; and shall obtain a certificate from the Commissioner of Revenue Services that these require.
 - 13. [Intentionally Left Blank]
 - 14. [Intentionally Left Blank]
- 15. If this contract is for an amount <u>exceeding one thousand dollars for the construction, alteration or repair of any public building or public work</u> and a payment bond is required by Sec. 49-41 of the Connecticut General Statutes; the following provisions shall apply:
 - (1) The Contractor, within thirty days after payment by the City, shall pay any amounts due any subcontractor whether for labor or materials, when the same have been included in a requisition submitted by the Contractor and paid by the City;
 - (2) The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors within thirty days after such subcontractor received a payment from the Contractor which encompasses labor or materials furnished by each subcontractor. Sec. 49-41a(a) of the Connecticut General Statutes.

- 16. If this contract is for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repairs of any public works project, the Contractor shall furnish, before entering into this contract:
 - (1) sufficient evidence of compliance with the worker's compensation insurance and self-insurance requirements of subsection (b) of Sec. 31-284 of the Connecticut General Statutes; and
 - (2) a current statement from the Treasurer of the State of Connecticut that, to the best of his knowledge and belief, as of the date of the statement, the Contractor was not liable to the State for any worker's compensation payments made pursuant to Sec. 31-355 of the Connecticut General Statutes.

For the purpose of this section "sufficient evidence" means:

- (a) a certificate of self-insurance issued by a worker's compensation commission pursuant to Sec. 31-284 of the Connecticut General Statutes;
- (b) a certificate of compliance issued by the insurance commissioner pursuant to Sec. 31-286 of the Connecticut General Statutes; and
- (c) a certificate of insurance issued by any stock or mutual insurance company or mutual association authorized to write worker's compensation insurance in the State of Connecticut or its agents.
- 17. The Contractor shall protect, defend, and save harmless the City and all of its officers, agents, servants, and employees from all suits, actions or claims of any character, name or description brought for or on account of any injuries, damages, or losses sustained by any person or property in consequence of the use of materials incorporated in the work or on account of any act or omission, neglect or misconduct of the Contractor, his agents, officers, servants, employees or subcontractors, in the performance of the contract or on account of any claim for patent, tradework, or copyright infringement; and the certificate of liability insurance shall include this clause in the provision thereof.
- 18. This contract shall be construed in accordance with the Laws of the State of Connecticut, and the Charter and ordinances of the City of Ansonia.

- 19. This contract shall be of no force and effect unless the City Controller has certified hereon that funds are available to pay for the work or services contemplate, and that any required bonds have been executed and are on file in the Office of the Controller.
- 20. This contract shall be of no force and effect unless certified by the City Attorney, or his designee, as approved as to correctness of form.
- 21. The said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF: T	THE CITY OF ANSO	ONIA, acting	herein by its Mayor, and the
Contractor, acting herein by	, its		, duly authorized, have subscribed
their names to this agreement this	day of	2025.	

THE CONTRACTOR

(Full Business Name)		
BY		
Witness:		
THE CITY OF	FANSONIA	
BY David S. Cassetti, Mayor		
David S. Cassetti, Mayor		
Witness:		
Funds are available for the services herein contained by		
against		
Account No.		
Date		
	Controller	
This contract is approved as to correctness of form.		
Date		
	City Attorney	

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The Contractor shall, within seven (7) days from the date of the Notice of Award, furnish the City of Ansonia with a PERFORMANCE BOND and a LABOR AND MATERIAL PAYMENT BOND, both in the amount of 100% of the amount bid, conditioned upon the performance of the Contractor on all undertaking, covenants, terms, and conditions and agreements of the contract. The bond shall be in the form of the specimen bonds annexed hereto, such bonds shall be executed by the contractor and a corporate bonding company licensed, authorized, and admitted to transact such business in the State of Connecticut and named on the current list of "Surety Companies acceptable on Federal Bonds", as published in the "Treasury Department" listed for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the bonds shall accompany the bonds. The expense of the bonds shall be borne by the Contractor. If at anytime a surety on any such bond is declared bankrupt or loses its right to do business in the State of Connecticut, or is removed from the list of Surety Companies acceptable on Federal Bonds, or for any other justifiable cause, the Contractor shall, within seven (7) days after notice from the City of Ansonia to do so. substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be paid by the Contractor. No payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable bond to the City.

If the Contractor is a partnership, the bonds shall be signed by each of the individuals who are partners; if a corporation, the bonds shall be signed in the correct corporation name by a duly authorized office, agent, or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract. Each executed bond shall be accompanied by 1) appropriate acknowledgements of the respective parties; 2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Contractor or surety; 3) a duly certified extract from by-laws or resolutions or surety under which Power of Attorney or other certificates of authority of its agent, officer, or representative was issued.

The Contractor hereby agrees and understands that a Notice of Award is expressly conditional upon the receipt of these bonds and a Certificate of Insurance naming the City of Ansonia (and others as appropriate) as <u>ADDITIONAL INSURED</u>. If said documents are not received by the City of Ansonia within seven (7) days from the date of Notice of Award, the City of Ansonia reserves the right to withdraw its conditional acceptance of the bid and cancel the Notice of Award.

Nolan Field Bonds Section 3-7

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that (here insert full name and address or legal title of Contractor) as Principal hereinafter called contractor and (here insert full name and address or legal title of Surety As Surety, hereinafter called Surety, are held and firmly bound unto (here insert full name and address or legal title of Owner) As Obligee, hereinafter called Owner, in the amount of Dollars for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, , entered into a contract with Owner for Contractor has by written agreement dated Construction of Improvements at Nolan Field, Ansonia, Connecticut (here insert full name, address and description of project)

In accordance with Drawings and Specifications prepared by DeCarlo & Doll, Inc., 89 Colony Street, Meriden, CT 06451 dated February 2025.

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Nolan Field Bonds Section 3-8

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor, shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives, notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default of a succession of

defaults, under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

Signed and sealed this	day of	
	(Prin	cipal)
(Witness)		
	(Title))
	(Suret	y)
(Witness)		
	(Title))

Nolan Field Bonds Section 3-9

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that (here insert full name and address or legal title of Contractor)		
as Principal, herinafter called Principal, and (here insert full name and address or legal title of Surety		
As Surety, hereinafter called Surety, are held and firm (here insert full name and address or legal title of Owner)	nly bound unto	
As Obligee, hereinafter called Owner, for the use and amount of	l benefit of clai Dollars	mants as hereinbelow defined, in the
For the payment whereof Principal and Surety bind thems successors and assigns, jointly and severally, firmly by the		rs, executors, administrators,
WHEREAS,		
Principal has by written agreement dated Construction of Improvements at Nolan Field, Ansonia, Construction of Improvements at Nolan Field, Ansonia, Constru	,	ed into a contract with Owner for
In accordance with Drawings and Specifications prepared contract is by reference made a part hereof, and is hereing		

Nolan Field Bonds Section 3-10

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- 2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- 3. No suit or action shall be commenced hereunder by any claimant:
- a) Unless claimant, other than one having a direct contact with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

- accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelop addressed to the Principal Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof is situated, and not elsewhere.
- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this	day of	20
	(Principal)	
(Witness)		
	(Title)	
	(Surety)	
(Witness)		
	(Title)	

Nolan Field Bonds Section 3-11

CONSTRUCTION OF IMPROVEMENTS AT NOLAN FIELD CITY OF ANSONIA

INDEX TO SPECIAL PROVISIONS

Description

SECTION 04 – SPECIAL PROVISIONS

Index to Special Provisions

Specification Summary

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CONSTRUCTION OF IMPROVEMENTS AT NOLAN FIELD CITY OF ANSONIA

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form, latest edition, as revised by the Supplemental Specifications is hereby made part of this contract, as modified by the Special Provisions contained herein. The State of Connecticut Department of Transportation's "Construction Contract Bidding and Award Manual" ("Manual"), October 1, 2015 edition or latest issue, is hereby made part of this contract. If the provisions of this Manual conflict with provisions of other Department documents (not including statutes or regulations), the provisions of the Manual will govern. The Manual is available upon request from the Transportation Manager of Contracts. The Special Provisions relate in particular to the Improvements at Nolan Field in the City of Ansonia.

CONTRACT TIME AND LIQUIDATED DAMAGES

CONTRACT TIME: CONTRACT #1 – SITE WORK

Based on the Notice to Proceed, the Contract Time for the Site Work Contract shall commence on April 1, 2025 and run 75 calendar days until June 14, 2025.

CONTRACT TIME: CONTRACT #2 – ARTIFICIAL TURF

Based on the Notice to Proceed, the Contract Time for the Artificial Turf Contract shall commence on June 15, 2025 and run 60 calendar days until August 13, 2025.

LIQUIDATED DAMAGES: CONTRACT #1 – SITE WORK

The Contractor will proceed with the work at such rate of progress to ensure full completion within the time requirements stated above. It is expressly understood and agreed by and between the Contractor and the City that the contract items for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the contract times, or extension of time granted by the City, then the Contractor and his sureties shall be liable for and shall pay to the City for each and every calendar day that he shall be in default in completing any given assignment in the time stipulated above, the sum of Two Thousand Dollars (\$2,000.00) per calendar day. This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages which the City will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof.

The City shall have the right to deduct the amount of any such damages from any moneys due the Contractor under this Contract.

LIQUIDATED DAMAGES: CONTRACT #2 – ARTIFICIAL TURF

The Contractor will proceed with the work at such rate of progress to ensure full completion within the time requirements stated above. It is expressly understood and agreed by and between the Contractor and the City that the contract items for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the contract times, or extension of time granted by the City, then the Contractor and his sureties shall be liable for and shall pay to the City for each and every calendar day that he shall be in default in completing any given assignment in the time stipulated above, the sum of One Thousand Dollars (\$1,000.00) per calendar day. This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages which the City will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof.

If the Artificial Turf Contract has not been completed by September 7, 2025, then the liquidated damages amount shall increase to Two Thousand Five Hundred Dollars (2,500.00) per calendar day thereafter.

The City shall have the right to deduct the amount of any such damages from any moneys due the Contractor under this Contract.

NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS

Upon award, the Contractor shall proceed with shop drawings, working drawings, procurement of materials, and all other submittals required to complete the work in accordance with the contract documents.

NOTICE TO CONTRACTOR –PERMITS

The Contractor is responsible for securing all permitting, including any City permits required and an Encroachment Permit from CTDOT for work on Nolan Field, Ansonia, Connecticut, if required.

NOTICE TO CONTRACTOR – BEST MANAGEMENT PRACTICES

In constructing or maintaining the construction activities for this project, the Contractor shall employee Best Management Practices to control storm water discharges and erosion and sedimentation and prevent pollution. Such practices to be implemented by the Contractor at this construction site include, but not necessarily limited to the following:

- 1. Prohibiting dumping of any quantity of oil, chemicals or other deleterious material on the ground.
- 2. Immediately informing the DEEP's Oil and Chemical Spill Section at (860) 424-3338 and the Engineer of any adverse impact or hazard to the environment, including any discharges, spillage or loss of oil or petroleum or chemical liquids or solids, which occurs or is likely to occur as the direct of indirect result of the construction activities.
- 3. Separating staging areas at the site from regulated areas by silt fences or haybales at all times.
- 4. Prohibiting storage of any fuel and refueling of equipment within 25 feet from any wetland or watercourse.
- 5. Preventing pollution of wetlands and watercourses in accordance with the document "Connecticut Guidelines for Soil Erosion and Sediment Control" as revised. Said controls shall be inspected by the Contractor with the Engineer for deficiencies at least once per week and immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall correct any such deficiencies to the Engineer within forty-eight (48) hours of said deficiencies being found.
- 6. Stabilizing disturbed soils in a timely fashion to minimize erosion. If a grading operation at the construction site will be suspended for a period of thirty (30) or more consecutive days, the Contractor shall, within the first seven (7) days of that suspension period, accomplish seeding and mulching or take such other appropriate measures to stabilize the soil involved in such grading operation. Within seven (7) days after establishing final grade in any grading operation at the construction site the Contractor shall seed and mulch the soil involved in such grading operation or take such other appropriate measures to stabilize such soil until the final seeding and mulching can be accomplished.
- 7. Prohibiting the storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, and radioactive or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five-hundred (500) year flood. Any other material or equipment stored at the site below said elevation by the Contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the construction site

- shall not exceed the quantity of fuel that is expected to be used by such equipment in one day.
- 8. Immediately informing the City and the Engineer of the occurrence of pollution or other environmental damage resulting from construction or maintenance of the authorized activity or any construction associated therewith in violation of the Inland Wetland and Watercourse Permit. The City shall, no later than 48 hours after the Engineer learns of a violation of the Permit, report the same in writing to the City of Ansonia Inland Wetland Commission Chairman. Such report shall contain the information that is outlined in the Permit. The City of Ansonia Inland Wetland Commission Chairman shall inform DEEP's Inland Water Resources Division (IWRD) of the occurrence of pollution or other environmental damage resulting from construction or maintenance of the authorized activity or any construction associated therewith in violation of the Inland Wetland and Watercourse Permit.

There will be no direct payment for the above conditions but the cost shall be included in the general cost of the contract.

NOTICE TO CONTRACTOR - VEHICLE EMISSIONS

All motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

The Contractor shall establish staging zones for vehicles that are waiting to load or unload at the contract area. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutters and the general public.

Idling of delivery and/or dump trucks, or other equipment shall not be permitted during periods of non-active use, and it should be limited to three minutes in accordance with the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c):

No mobile source engine shall be allowed "to operate for more than three (3) consecutive minutes when the mobile source is not in motion, except as follows:

- (i) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,
- (ii) When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,
- (iii) When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,
- (iv) To bring the mobile source to the manufacturer's recommended operating temperature,
- (v) When the outdoor temperature is below twenty degrees Fahrenheit (20 degrees F),
- (vi) When the mobile source is undergoing maintenance that requires such mobile

Source be operated for more than three (3) consecutive minutes, or

(vii) When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing and convalescent facilities. Engine exhaust shall be located away from fresh air intakes, air conditioners, and windows.

A Vehicle Emissions Mitigation plan will be required for areas where extensive work will be performed in close proximity (less than 50 feet (15 meters)) to sensitive receptors. No work will proceed until a sequence of construction and a Vehicle Emissions Mitigation plan is submitted in writing to the Engineer for review and all comments are addressed prior to the commencement of any extensive construction work in close proximity (less than 50 feet (15 meters)) to sensitive receptors. The mitigation plan must address the control of vehicle emissions from all vehicles and construction equipment.

If any equipment is found to be in non-compliance with this specification, the contractor will be issued a Notice of Non-Compliance and given a 24 hour period in which to bring the equipment into compliance or remove it from the project. If the contractor then does not comply, the Engineer shall withhold all payments for the work performed on any item(s) on which the non-conforming equipment was utilized for the time period in which the equipment was out of compliance.

Any costs associated with this "Vehicle Emissions" notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice.

NOTICE TO CONTRACTOR – ALTERNATIVES TO BASE BID

All Prospective Bidders are required to submit a complete Bid based on the Base Bid Package to be considered for the Project, including to be considered for any Alternatives.

If a Prospective Bidder wishes to submit an Alternative to the Base Bid, that Alternative shall include complete Pricing, Graphics and Product samples, along with a Project Schedule to be considered.

The City has the right to reject any and all Base Bids and Alternative(s), if it deems it is in the best interest to do so.

NOTICE TO CONTRACTOR – TOPSOIL REMOVAL, HAULING AND STOCKPILING

Clean topsoil removed as part of the performance of the Site Work Contract shall remain the property of the City and be stockpiled and moved from the Nolan Field Site to either of two locations in the City of Ansonia as designated by the Owners Representative. The two sites are Abe Stone Colony Park and the Ansonia Nature Center, as shown on the Location Plan on the Cover Title Sheet.

Clean topsoil (as defined in CTDOT Standard Specifications) free of any debris or other deleterious material and only from the Nolan Field Site Work Contract shall be deposited at either of these two sites at locations as designated by the City. All other material and debris shall be removed and legally disposed by the Contractor elsewhere.

The cost for this removal, hauling and stockpiling of topsoil from Nolan Field shall be included in the Base Bid including hauling, managing and stockpiling of topsoil and encircling the topsoil with Silt Fence.

Rev. Date 2-15

SECTION 1.07 - LEGAL RELATIONS AND RESPONSIBILITIES

Article 1.07.13 - Contractor's Responsibility for Adjacent Property, Facilities and Services is supplemented as follows:

The following company and representative shall be contacted by the Contractor to coordinate the protection of their utilities on this project 30 days prior to the start of any work on this project involving their utilities:

Mr. Fred Arnold Project Management Engineer United Illuminating Co. 180 Marsh Hill Road Orange, CT 06477-3629 (203) 499-3922

Ms. Lynne DeLucia
Manager – Engineering & Construction
Southern New England Telephone Company
Dba Frontier Communications of CT
1441 North Colony Rd.
Meriden, CT 06450-4101
(203) 238-5000

Mr. Jim Bitzas Regional Construction Director Comcast of Connecticut Inc. 1110 East Mountain Rd Westfield, MA 01085 (413) 642-8582

Mr. Fred D'Amico City Engineer – City of Ansonia Department of Public Works North Division St. Ansonia, CT 06401 (203) 736-5945 Mr. James Shea Lead Engineer Gas Project Engineering Yankee Gas, dba Eversource Energy – Gas Distribution 107 Selden Street, Mail Stop NUE2 Berlin, CT 06037 (203) 317-4570

Mr. Lawrence Marcik Jr., P.E. Project Engineer South Central CT Regional Water Authority 90 Sargent Drive New Haven, CT 06511-5966 (203) 401-6709

Mr. David Vega Project Manager, OSP Relocations WilTel Communications LLC aka Century Link 71 Clinton Road Garden City, NY 11530 (917) 207-4604

SECTION 1.08 - PROSECUTION AND PROGRESS

The Contractor shall confine his work to the Contract Area of the Site unless otherwise approved by the City. The remainder of the Nolan Field site, including driveways, parking areas and field areas shall be kept clear, safe and clean of construction impacts. The Contractor shall use construction fencing or other means to protect visitors from construction activities.

The allowable hours of work operations shall be Monday through Saturday from 7:00 am to 7:00 pm. No work shall be allowed on Memorial Day, the Fourth of July or Labor Day.

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TECHNICAL SPECIFICATIONS

Section 02201 - Earthwork

02440 - Site Improvements

02441 - Chain Link Fence

02535 - Synthetic In-Fill Turf System

#25-01NolanFieldAnsonia SPECS/MASTER/INDEX.DOC

SECTION 02200 - EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK:

A. The extent of earthwork is shown on drawings. Work under this section also includes, but is not limited to the following:

Staking of lines and grade for site work complete.

Preparation of subgrade.

Dewatering.

Excavating, dewatering and backfilling and compaction and removal of excess and/or unsuitable materials as required for trenches for storm sewer systems.

Earth fill from on and off site, as required to meet proposed grade.

Compaction of soils.

Removal of excess and/or unsuitable materials.

B. Related Work Specified Elsewhere:

Clearing and Grubbing - Section 02110.

Erosion Control - Section 02201.

Landscape Work - Section 02480.

1.02 REFERENCE STANDARD:

- A. Materials and workmanship shall conform to applicable requirements of "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction", Form 816, 1995 and amendments to date, to be referred to hereinafter as "Form 816.
- B. Copies of Form 816 are available from the Connecticut Department of Transportation, Wethersfield, Connecticut.

1.03 QUALITY ASSURANCE:

A. Site Layout: Employ at Contractor's expense a competent registered/licensed engineer or surveyor to layout the work and to establish all points, lines and grade necessary for the proper execution of the work.

1.04 DEFINITIONS:

- A. Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.
- B. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.
 - 1. Backfill an compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.
- C. Additional Excavation: When excavation has reached required subgrade elevations, notify Engineer, who will make and inspection of conditions. If Engineer determines that bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing material as directed by Engineer. The Contract Sum may be adjusted by an appropriate Contract Modification.
 - 1. Removal of unsuitable material and its replacement as directed will be paid on basis of conditions of the Contract relative to changes in work.
- D. Subgrade: The undisturbed earth of the compacted soil layer immediately below the subbase or topsoil materials.

1.05 JOB CONDITIONS:

- A. Site Information: Data on indicated subsurface conditions, structures, utilities, etc. are not intended as representations or warranties of accuracy or continuity between soil borings (if soil borings are provided). It is expressly understood that Owner will not be responsible for interpretations of conclusions drawn therefrom by Contractor. Data are made available for convenience of Contractor.
 - 1. Additional test borings and other exploratory operations may be made by Contractor at no cost to the Owner.
- B. Existing Utilities: Locate existing underground utilities in areas or work. If utilities are to remain in place, provide adequate means of protection during earthwork.
 - 1. Contractor shall notify "Call Before You Dig", telephone number 1-800-922-4455 prior to any excavation.
 - 2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Contractor shall repair damaged utilities to satisfaction of utility owner at no cost to the Owner.
 - 3. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided.

4. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

C. Site Protection:

- 1. Protection of Persons and Property:
 - a. Complete surface protection of all excavations shall be provided at all times to protect workers and the general public, and shall be in accordance with all applicable regulations: Local, County, State and Federal.
 - b. All surface drainage shall be diverted during construction in such a manner as to avoid damage to the site or adjacent area.
 - c. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
 - d. Perform excavation by hand within dripline of large trees to remain. Protect root systems from damage or dryout to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap.

D. Use of Explosives:

1. Do not bring explosives onto site or use in work without prior written permission from authorities having jurisdiction. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS:

A. Definitions:

- 1. Satisfactory soil materials: defined as those complying with ASTM D2487 soil classification groups GC, GP, GM, SM, SW, and SP.
- 2. Unsatisfactory soil materials: defined as those complying with ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- 3. Backfill and fill materials: satisfactory soil materials free of clay, rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter.
- 4. Gravel fill: shall conform to the requirements of Article M.02.01, Form 816.

B. Quality Assurance:

1. The Contractor shall submit for approval the source of all soil materials prior to use in the work. Samples from the source of material shall be taken by the laboratory. The Contractor shall not utilize any material in the work until approved by the Engineer.

PART 3 - EXECUTION

3.01 INSPECTION:

A. Examine the areas and conditions under which excavation, filling, and grading are to be performed and notify the Engineer, in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 EXCAVATION:

- A. Excavation consists of removal and disposal of material encountered when establishing required finish grade elevations.
- B. Excavation is unclassified, and includes excavations to subgrade elevations indicated, regardless of the character of materials and obstructions encountered.
- C. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at Contractor's expense.
 - 1. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.
- D. Additional Excavation: When excavation has reached required subgrade elevations, notify Engineer who will make an inspection of conditions.
 - 1. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by Engineer.
 - 2. Removal of unsuitable material and its replacement as directed will be paid on basis of Conditions of the Contract relative to changes in work.
- E. Stability of Excavations: Slope sides of excavations in safe condition until completion of backfilling.
 - 1. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- F. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.
 - 1. Establish requirements for trench shoring and bracing to comply with local codes and ordinances.
 - 2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
- G. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding areas.

- 1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
- 2. Convey water removed from excavations and rain water to collecting or run-off areas. Establish and maintain temporary drainage ditches and other structure. Do not use trench excavations as temporary drainage ditches. Provide appropriate siltation control devices at water discharge diversion or ditches.
- H. Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.
 - 1. Locate and retain soil materials away from edge of excavations.
 - 2. Dispose of excess soil material and waste materials as herein specified.
- I. Excavation for Pavements: Cut surface under pavements to comply with cross-sections, elevations and grades as shown.
- J. Excavation for Trenches: Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room.
 - 1. Excavate trenches to depth indicated or required. Carry depth of trenches for piping to establish indicated flow lines and invert elevations.
 - 2. Where rock is encountered, carry excavation 6" below required elevation and backfill with a 6" layer of coarse aggregate or gravel fill, as directed by the Engineer, prior to installation of pipe.
- K. Cold Weather Protection: Protect excavation bottoms, except on rock, against freezing when atmospheric temperature is less than 35 degrees F. (degree C.).

3.03 FILL:

- A. General: Place acceptable soil materials in layers to required subgrade elevations, for each area classification listed below:
 - 1. Under grassed areas, use satisfactory excavated or borrow material.
 - 2. Under pavements, use satisfactory excavated or borrow material.
- B. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.

Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

1. When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break-up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.

- C. Placement and Compaction: Place fill materials in layers not more than 8" in loose depth for material compacted by heavy compaction equipment, and not more than 4" in loose depth for material compacted by hand operated tampers.
 - 1. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relatively dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

3.04 COMPACTION:

- A. General: Control soil compaction during construction providing minimum percentage of density specified for each classification.
- B. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentage of maximum dry density for soils which exhibit a well defined moisture density relationship determined in accordance with ASTM D 1557; and not less than the following percentages of relative density; determined in accordance with ASTM D 2049, for soils which will relationship.
 - 1. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
 - a. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

3.05 GRADING:

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding.
 - 1. Finish surfaces free from irregular surface changes, and as follows:
 - a. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10' above or below required subgrade elevations.
- B. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2" above or below required subgrade elevation.
- C. Compaction: After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

3.06 FIELD QUALITY CONTROL:

- A. Quality Control Testing During Construction: As directed by Engineer, allow testing service to inspect and approve subgrades before further construction work is performed.
 - 1. Testing lab will perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D 2167 (rubber balloon method), as applicable.

3.07 MAINTENANCE:

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
 - 1. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

3.08 DISPOSAL OF EXCESS AND WASTE MATERIALS:

- A. Removal to Designated Areas on Owner's Property: Stockpile acceptable excess topsoil or spread as directed by Engineer.
- B. Removal from Owner's Property: Remove unacceptable excess and/or unsuitable excavated material, trash, debris and waste materials and dispose of it off the Owner's property.

3.09 METHOD OF MEASUREMENT:

- A. Scraping of topsoil shall be measured for payment by the actual number of square yards of topsoil scrapped and stockpiled within the dimension specified on the contract drawings.
- B. Unclassified Excavation shall be measured for payment in accordance with the requirements of Section 2.02.04, Form 816, as applicable.
- C. Trench Excavation shall be measured for payment in accordance with the requirements of Section 2.05.04, Form 816, as applicable.
- D. Gravel fill shall be measured for payment in accordance with the requirements of Section 2.05.04, Form 816, as applicable.

3.10 BASIS OF PAYMENT:

A. Scraping of Topsoil shall be paid for at the contract unit price per square yard for "Scrape Topsoil" and shall include equipment, tools and labor incidental to the completion of this work.

- B. Unclassified Excavation shall be paid for as indicated on the Bid Form.
- C. Gravel fill shall be paid for as indicated on the Bid Form.

- END OF SECTION 02200 -

SECTION 02440 - SITE IMPROVEMENTS

PART 1- GENERAL

1.01 <u>DESCRIPTION OF WORK</u>

- A. The extent and location of site improvements are shown on the drawings.
- B. The types of site improvements include:

Home plate - Pitchers Rubber - Bases

Rubber "L" Curb

Football Goalpost

1.03 SUBMITTALS

A. Submit shop drawings for all items.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Home Plate shall be Model LHSHP-UM- Schutt w/ ground anchors as supplied by Sportsfield Specialities, 888-975-3343 or approved equal.
- B. Pitching Rubber shall be Model LGBBPB-Schutt as supplied by Sportsfield Specialities, 888-975-3343 or approved equal.
- C. Bases shall be Model LGBBPL-Schutt w/ ground anchors as supplied by Sportsfield Specialities, 888-975-3343 or approved equal.
- D. Football Goalpost shall be Model GP835HSR as supplied by Sportsfield Specialities, 888-975-3343 or approved equal.
- E. Rubber "L" Curb shall be as supplied by Sportsedge, 800-334-6057 or approved equal.

PART 3 - EXECUTION

3.01 <u>INSTALLATION</u>

A. All site improvement items shall be installed per manufacturer's recommendation and/or as detailed on the plans.

PART 4 - METHOD OF MEASUREMENT

A. This work will be measured for payment as indicated on the Bid Form.

END OF SECTION 02440

SECTION 02441 - CHAIN LINK FENCE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. This work shall consist of furnishing and installing vinyl clad chain link fence and gates, at the locations and to the heights shown on the Contract Drawings.

PART 2 - PRODUCTS

2.2 MATERIALS

- A. Chain Link Fence: All gage measurements of finished wire shall be United States Steel Wire Gage or equivalent. Tolerance for wire sizes shall be as specified in AASHTO M-181. Materials for this work shall conform to the following requirements:
 - 1 Fabric: Wire Fencing shall be composed of woven wire of the chain link type. It shall be not less than the height specified on the plans or in the special provisions and shall be constructed of not smaller than No. 9 gage wire. The wire shall be woven to form a continuous fabric having 2-inch mesh. The chain link fabric shall have a knuckled finish on both edges.
 - a. Aluminum-Coated Steel Fabric: The base metal of the fabric shall be of steel wire having a minimum tensile strength of 80,000 pounds per square inch, coated with aluminum alloy applied at the rate of not less than 0.40 ounces per square foot of uncoated wire surface.
 - b. Polyvinyl chloride-coated steel fabric shall conform to the requirements of Federal Specification RR-F-00191, Type IV, and shall be the color green.
 - c. Aluminum Alloy Fabric shall conform to the requirements of ASTM B211, Alloy 6061 wire having a minimum tensile strength of 50,000 p.s.i.
 - **2 Metal Posts and Rails:** Metal posts shall be straight, true to section and of sufficient length to enable the post to be encased for a depth of 2 feet 8 inches in a concrete footing which shall have a depth 3 feet below ground.

All posts, rails, braces, anchors, plates and other devices shall meet one on the following specification.

Galvanized material shall be made of steel of a standard commercial type, hot-dip galvanized with a zinc coating weighing not less than 2.0 ounces per square foot when tested in accordance with AASHTO T65 or shall be in accordance with AASHTO M181, Class 2.

The Contractor shall provide a Materials Certificate and a Certificate of Compliance in accordance with Article 1.06.07 for materials conforming to to AASHTO M181, Class 2.

Polyvinyl chloride-coated material shall be made of steel of a standard commercial type coated inside and outside with the same polyvinyl chloride coating as the chain link mesh or shall have all surfaces galvanized with the outside galvanized surface coated with the same polyvinyl chloride coating as the chain link mesh.

- **3 Fittings:** These shall be malleable iron, pressed steel, or aluminum alloy. The fittings shall be either hot-dip galvanized, polyvinyl chloride-coated, or aluminum alloy.
 - a. Hot-dip galvanizing shall conform to the requirements of ASTM A 153.
 - b. Polyvinyl chloride-coated material shall have the same polyvinyl chloride coating as the chain link mesh.
 - c. Aluminum alloy shall conform to the requirements of Federal specification RR-F-00191.

4 - Tension and Tie Wire:

- a. Tension wire for steel fence shall be coil spring steel not less than 7 gage. The base material shall have a minimum tensile strength of 80,000 pounds per square inch with an aluminum coating applied applied at a rate of 0.40 oz. Per square foot of surface area. Aluminum tension wire shall not be less than 6 gage 6061-T6 or 5052-H38 Aluminum Alloy.
- b. Wire clamps for fastening fabric to line posts shall not be less than 6 gage. Tie wires or hog rings used to fasten the fabric to the top rail or tension wire shall be not less than 9 gage aluminum for aluminized or aluminum fabric fence and not less than 9 gage polyvinyl chloride coated steel wire for polyvinyl chloride fence.

PART 3 - EXECUTION

3.1 - CONSTRUCTION METHODS

- A. The posts shall be set true to the line and grade of the proposed fence in concrete bases or in pipe sleeves or sockets when set on walls.
- B. All vertical posts shall have non-ornamental cap above top-rail sleeve. Top selvage of fence fabric shall not extend above the bottom of the top rail.

- C. All fence fabric shall be fastened to all vertical posts with fabric bands spaced approximately 12 inches apart. Galvanized coil wire shall be installed at the bottom of the fence fabric.
- D. Stretcher bars shall be installed at all terminals and corner posts. Stretcher bars shall be fastened to posts with standard clamps. Spacing between clamps shall be maximum of two (2) feet.
- E. Foundations for terminal and corner posts shall be concrete 12 inch diameter 3 foot depth minimum. Line posts shall be 12 inch diameter 2 foot depth minimum. Backstop posts foundations shall be 24 inch diameter, 6 foot depth.
- F. Posts will be spaced at equal intervals in line of fence not further apart than 10 foot intervals.
- G. Fence less than 10 feet high shall be installed with top rail and bottom rail ten (10) foot high fence shall be installed with top, median and bottom rail.
- H. Chain link fabric shall be placed on the outside face of the post, unless directed otherwise by the Engineer.
- I. The chain link fabric shall be placed approximately 2 inches above ground and on a straight grade between posts.
- J. Construction methods shall comply with Form 814A, Section 9.13.03 unless superseded by these specifications.

3.2 METHOD OF MEASUREMENT

A. This item of work will be measured for payment as indicated on the Bid Form and accepted by the Engineer, in accordance with the limits and to the dimensions shown on the Contract Drawings or as determined by the Engineer.

3.3 BASIS OF PAYMENT

A. This work will be paid for at the contract unit price as indicated for chain link fence, which price shall include gates, all materials, labor and equipment incidental thereto as measured and approved for payment by the Engineer.

- END OF SECTION 01441 -

SPIKE ZONE PRO TM 2.0

1.0 GENERAL REQUIREMENTS

1.1 Related Documents

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this section.

1.2 Scope of Work

- A. Furnish all labor, materials, tools, and equipment necessary to install, in place, all synthetic turf material as indicated on the plans and as specified herein. The installation of all new materials shall be performed in strict accordance with the Manufacturer's written installation instructions, and in accordance with all approved shop drawings.
- B. Prior to order of materials, the Synthetic Turf Contractor shall submit the following:
 - 1. Product data, including Independent Laboratory Test Results
 - 2. Installation details
 - 3. Sample Warranty
 - 4. Field layout and striping plans
 - 5. Details on construction, especially any details that may deviate from plans and specifications.
- C. Prior to the beginning of installation, the Synthetic Turf Contractor of the synthetic turf shall verify the base for planarity. Upon written confirmation from the base contractor that compaction/planarity and drainage/permeability specifications have been achieved, the installation of synthetic turf will proceed as arranged.
- D. Prior to Final Acceptance, the Synthetic Turf Contractor shall submit to the Owner three (3) copies of Executed Warranty Documents and Maintenance Manuals, which will include necessary instructions for the proper care and preventative maintenance of the synthetic turf system, including painting and striping.

1.3 Shop Drawings

A. Shop drawings shall be prepared and contain all pertinent information regarding installation. These drawings shall be submitted to the Owner or Owner's representative for approval prior to the manufacturing and shipment of materials.

B. Submit drawings for:

- 1. Installation details, edge detail, goal post detail, other inserts, and covers, etc., as required by contract.
- 2. Striping plan showing any field lines, markings and boundaries, and field logos per project drawings.

1.4 Quality Assurance

A. Synthetic Turf Manufacturer is defined as:

- 1. A company specializing in the design and manufacturing of infilled turf systems with not less than ten (10) years documented experience.
- 2. The Synthetic Turf Manufacturer must have been in business under the same ownership for at least ten (10) years, and shall have been installing similar sports fields for that entire period.
- 3. Manufacturer shall have an experienced technical services and sales professional who is available during the course of the work to meet personally with the Owner, Contractor, and Landscape Architect.

B. Synthetic Turf Manufacturer's Experience:

- 1. The Synthetic Turf Manufacturer shall have the experience of at least one hundred (100) acceptable installations of full-size fields (minimum 65,000 sq. ft.) in the United States within the past twelve (12) months of tufted, polyethylene grass-like fabrics with infill. Submit a list of all applicable installations with the bid.
- 2. The Synthetic Turf Manufacturer shall have the experience of one hundred (100) acceptable installations (minimum 65,000 sq. ft.) of fields that are at least eight (8) years old. Submit a list of all applicable installations with the bid.
- 3. The Synthetic Turf Manufacturer shall have the experience of fifty (50) acceptable installations of the specific fiber system specified. Submit a list of all applicable installations with the bid.
- 4. The Synthetic Turf Manufacturer must be a certified member of the Synthetic Turf Council in good standing.
- 5. The Synthetic Turf Manufacturer must have and operate its own extensive research and development laboratory. This laboratory must include testing devices for the following tests: Yarn Tensile Strength, Yarn Elongation, Tuft Bind, Grab Tear Strength, Seam Strength, g-max, Force Reduction, Vertical Deformation, Ball Roll, Ball Rebound, Rotational Resistance, Linear Traction, Relative Abrasive Index, UV Resistance, Flammability, and Simulated Aging.
- 6. Manufacturer must have an ISO 17025 Accredited Laboratory in place at the time of manufacturing to verify product standards and quality. Manufactures without an ISO 17025 Accredited Laboratory will not be accepted.
- 7. Testing of the synthetic turf system is mandatory and must be provided from a laboratory that is accredited by the NVLAP. Testing from laboratories that are not NVLAP accredited will not be accepted. The National Institute of

- Standards and Technology (NIST) is part of the U.S. Department of Commerce and administers the National Voluntary Laboratory Accreditation Program (NVLAP). Accreditation requirements are established in accordance with the U.S. Code of Federal Regulations (CFR, Title 15, Part 285), National Voluntary Laboratory Accreditation Program, and encompass the requirements of ISO/IEC 17025.
- 8. The Synthetic Turf Manufacturer must have manufactured and installed fields at every level of competition, including high school, college and professional.
- 9. The Synthetic Turf Manufacturer must have at least five (5) NCAA Division 1 fields, (2) NFL installations and two (2) MLB fields currently installed.
- 10. The Synthetic Turf Manufacturer must not have had more than (5) five fields replaced, under warranty, during the past five (5) years.
- 11. The Synthetic Turf Manufacturer must be vertically integrated including inhouse tufting, polyethylene monofilament extrusion, in-house coating, polyurethane compounding, manufacture own primary backing, in-house yarn texturizing, ability and flexibility to tuft various gauge widths and have the ability to recycle used/old fields.
- 12. The Synthetic Turf Manufacturer must have a fully integrated quality system, directly based on and compliant with ISO 9000, ISO 14001 and OHSAS 18001 international standards.
- 13. The Synthetic Turf System Vendor shall have the capability to remove, reclaim and recycle the synthetic turf system at the end of its useful life. The Synthetic Turf System Vendor must provide documentation outlining their product lifetime recycle / reuse program that is currently in place. A minimum of 5 fields must have been used in this process. All material must demonstrate the capability to reuse in a product that employs a cradle to cradle design. Reuse or other diversion plans that do not include production of a new and useful product will not be considered.
- C. Synthetic Turf Contractor is defined as:
 - 1. A company that has built and installed a minimum of ten (10) infilled synthetic turf fields. Turf contractors and on-site superintendent shall provide a resume to provide proof of experience
 - a. At any time after award of the contract and before the completion of the project, should any member of the approved crew or subcontractor discontinue their relationship with the synthetic turf crew or subcontractor the Owner shall be notified. Failure to provide personnel meeting the minimum qualifications shall be considered default of the contract requirements
- D. Warranty: The Synthetic Turf Contractor shall submit its Manufacturer's Warranty, which guarantees the usability and playability of the synthetic turf system for its intended uses for an eight (8) year period commencing with the date of Substantial Completion.
 - 1. The warranty submitted must have the following characteristics:

- a) Must provide full-field coverage for eight (8) years from date of Substantial Completion,
- b) Must warrant materials and workmanship,
- c) Must warrant that the materials installed meet or the product specifications within manufacturing tolerances,
- d) Must have a provision to either repair or replace such portion of the installed materials that are no longer serviceable to maintain a serviceable and playable surface,
- e) Must be a Manufacturer's warranty from a single source covering workmanship and all self-manufactured or procured materials,
- f) Must not be limited to the amount of annual usage,
- g) Must provide, at the time of bid, a copy of its pre-paid 3rd party insurance policy. This policy must have an annual aggregate amount of no less than \$60 million, and a per incident limit of no less than \$7 million per claim. The third party insurer must have an AM Best rating of A++ or better.

1.5 Existing Conditions

- A. If the surface on which the new synthetic turf is to be installed is an existing asphaltic/concrete base, the Synthetic Turf Contractor will be responsible for any damage due to negligence to the concrete during removal/installation of the synthetic turf system provided there are no failures below the surface which contribute to the damage. The football goal posts, if any, are to be removed and reinstalled by the Owner or Prime Contractor to facilitate the installation of the new synthetic turf system.
- B. If the surface on which the new synthetic turf to be installed is a new asphaltic/concrete base or a new base of compacted, porous aggregate, the Synthetic Turf Contractor will be responsible for any damage to the base during removal/installation of the synthetic turf system after the deficiencies (if any) have been corrected by the base contractor with respect to planarity, compaction, and drainage/permeability. New in ground equipment, football goal post (if any) and /or infield mix backfill within the contiguous synthetic turf limits or immediately adjacent thereto are to be installed prior to the installation of the synthetic turf system. Damage to the synthetic turf system during the installation of such materials is not the responsibility of the Synthetic Turf Contactor.

1.6 Schedule

A. The Synthetic Turf Contractor shall complete all work on the synthetic turf system in accordance with the published project schedule, or as mutually agreed upon.

B. The synthetic turf contractor will require unencumbered use of staging area within fifty (50) feet of the synthetic turf area(s) being installed in order to complete the work. The Synthetic Turf Contractor shall also be afforded unencumbered access through the construction site to reach the synthetic turf field area being installed.

1.7 Surface Area

A. The Synthetic Turf Contractor is to verify all measurements.

1.8 Utilities

A. Owner or Prime Contractor will supply necessary water, adequate lighting, and electricity for installation. Owner or Prime Contractor shall permit use of toilet and wash up facilities.

2.0 PRODUCTS

2.1 Materials

- A. Shall be tufted, polyethylene, grass-like fabric coated with a secondary backing of high-grade polyurethane. Refer to grid in section 2.2 H. The three fibers constituting the monofilament, slit film, and thatch fibers shall be tufted through the same needle in a grass-like fabric to a finished pile-height also specified in the grid. The monofilament fiber must have multiple contours in the fiber cross-section consisting of a four-peak wave. The contour angles of the surface must result in interference of the light rays reflected by the surface to produce a dull appearance to the turf surface. The fiber must exhibit a general decrease in thickness from the center of the cross section to each tip.
- B. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified should be able to withstand exposure in all climates, be resistant to insect infestation, rot, fungus, mildew, ultraviolet light and heat degradation, and shall have the basic characteristics of flow-through drainage, allowing free movement of surface runoff through the synthetic turf fabric where such water may flow to the existing base and into the field drainage system.
- C. The finished playing surface shall appear as mowed grass and shall resist abrasion and cutting from normal use.

- D. The polyethylene pile yarn shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water, and airborne pollutants.
- E. The system shall be tufted at the pile height and gauge listed in specification grid, refer to grid in section 2.2 H.
- F. The Primary Backing must be a multi-layer backing, contain UV stabilizers and must pass 3000 hours of QUV A testing, refer to grid in section 2.2 H.
- G. The Secondary Backing of high-grade polyurethane shall be applied to the Primary Backing. Secondary Backing adds resistance to water degradation and strengthens grip on fibers, refer to grid in 2.2 H.
- H. The entire backing shall be coated with holes perforated throughout the backing at the Synthetic Turf Manufacturer's recommended interval to allow for drainage. Partially coated backings or latex coating materials shall not be acceptable.

Pile Yarn	Polyethelene Monofilament/Slit Film	METHOD
Linear Density (Denier) Mono/Slit*	7,200/5,000/4,400	ASTM D 1577
Yarn Thickness Mono/Slit/Thatch	300/100/100 microns	ASTM D 3218
Pile Weight***	49 oz./yd ²	ASTM D 5848
Finished Pile Height****	2.0	ASTM D 5823
Product Weight (total)***	77 oz./yd ²	ASTM D 5848
Primary Backing Weight****	8 oz./yd ²	ASTM D 5848
Secondary Coating Weight+	20 oz./yd ²	ASTM D 5848
Fabric Width	15' (4.57m)	ASTM D 5793
Tuft Gauge	1/2"	ASTM D 5793
Grab Tear Strength Avg.	> 200 lbF	ASTM D 5034
Tuft Bind (Avg.)	> 10 lbF	ASTM D 1335
Infilltrometer	> 25	ASTM D3885

Except where noted the above specifications are nominal.

^{*} Values are +/- 8%. ***Values are +/- 10 oz. ****Values are +/- 5%. +Values are +/- 3 oz./yd2.

I. Infill materials must conform to the grid in section 2.2 I

Property	Standard	Specification
Rubber Granule Comp	N/A	All black SBR
Rubber Granule Shape	EN 14955	Spherical, Moderate, Angular
Rubber Sieve Analysis	ASTM D 5644	10 / 20MESH (2.0mm – 0.85mm)
Sand Granule Shape	ASTM D442	Semi-rounded to rounded angularity
		20 / 40 MESH (0.85mm - 0.425
Sand Sieve Analysis	ASTM E11	mm)
Infill Lbs. of Rubber	N/A	3.01 lbs.
Infill Lbs. of Sand	N/A	1.29 lbs.

J. Perimeter edge details, underground storm sewer piping and connections, and goal post foundations required for the system shall be as detailed and recommended by the Design Professional, and as approved by the Owner. The cost for these embedded items shall be included in the Sitework Contractor's price along with the compacted, porous base.

3.0 EXECUTION

3.1 General

- A. The installation shall be performed in full compliance with approved shop drawings.
- B. Only factory-trained technicians skilled in the installation of athletic caliber synthetic turf systems shall undertake the placement of the system.
- C. Subject to the requirements in Section 1.2(B), the surface to receive the synthetic turf shall be verified by the Synthetic Turf Contractor as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.

3.3 Installation

- A. The completed base and adjacent curbs/perimeter nailer shall be inspected by the Engineer or Sitework Contractor by means of a laser and plotted on a 10-foot grid. Based upon the Contractor's inspection of the topographical survey, the Sitework Contractor shall fine grade the base suitably, including properly rolling and compacting the base to achieve a surface planarity within ¼" in 10-feet (+0, -1/4"). OWNER, ENGINEER, OR PRIME CONTRACTOR SHALL NOT APPROVE THE BASE FOR TOLERANCE TO GRADE WITHOUT OBTAINING THE TOPOGRAPHICAL SURVEY.
- B. Subgrade and base shall be uniformly compacted to a minimum of 95% of maximum dry density. Care must be exercised to minimize segregation. Engineer/Sitework Contractor shall make written records available to Synthetic

- Turf Contractor's inspector for both drainage/permeability and compaction/planarity as obtained from a minimum 10' x 10' grid.
- C. The Synthetic Turf Project Superintendent shall thoroughly inspect all synthetic turf materials delivered to the site for both mixing and quantity to assure that the entire installation shall have sufficient material to maintain proper mixing ratios.
- D. Synthetic turf shall be loose-laid across the field, stretched, and attached to the perimeter edge detail. Synthetic turf shall be of sufficient length to permit full cross-field installation. No head or cross seams will be allowed except as needed for inlaid fabric striping or to accommodate programmed cut-outs.
- E. All seams shall be flat, tight, and permanent with no separation or fraying. Selvedge edges of all panels must be cut and discarded prior to being sewn together. A butt-stitch method of seaming must be implemented and a double-lock stitch with cord recommended by the Synthetic Turf Manufacturer shall be utilized. Bagger stitching is prohibited. Seaming tape is to be constructed of high tenacity, coated non-woven fabric. Inlaid markings shall be adhered to seaming tape with a high strength polyurethane adhesive applied per the Synthetic Turf Manufacturer's standard procedures for outdoor applications. All main fabric seams shall be transverse to the field direction (i.e. run perpendicularly across the field).
- F. Infill materials shall be properly applied in numerous lifts using special broadcasting equipment. The synthetic turf shall be raked and brushed properly as the mixture is applied. The infill materials can only be applied when the synthetic turf fabric is dry.
- G.g-Max (shock attenuation) test < 200 at installation.

3.4 Field Markings and Decorations

A. Field markings and decorations shall be installed in accordance with approved project shop drawings.

3.5 Clean Up

- A. Synthetic Turf Contractor shall provide the labor, supplies, and equipment, as necessary, for final cleaning of the surfaces.
- B. The Synthetic Turf Contractor shall keep the area clean and clear of debris throughout the project.
- C. Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by Owner.

CONSTRUCTION OF IMPROVEMENTS AT NOLAN FIELD

ANSONIA, CT

Contract #1 - Site Work
Contract #2 - Artificial Turf

for the

City of Ansonia - David S. Cassetti, Mayor

and

School Building Committee February 2025

SCHEDULE OF DRAWINGS

DRAWING TITLE	DRAWING NO.	SHEET NO.
EXISTING CONDITIONS - PHASE 1	EX-01	1
EXISTING CONDITIONS	EX-02	2
SEDIMENT AND EROSION CONTROL NOTES	SEC-01	3
SEDIMENT AND EROSION CONTROL PLAN	SEC-02	4
DEMOLITION PLAN	D-01	5
TURF LAYOUT	L-01	6
LAYOUT PLAN	L-02	7
GRADING PLAN	L-03	8
DETAILS 1	L-04	9
DETAILS 2	L-05	10
SPORTS LAYOUT	L-06	11

CONSULTING ENGINEERS:

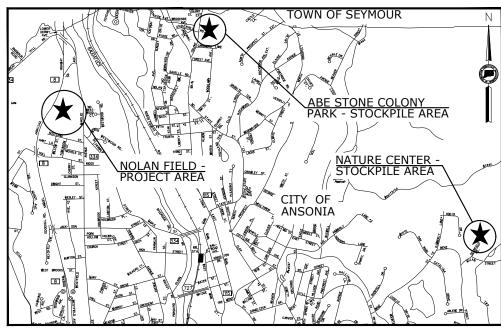


DESIGN CONSULTANT:

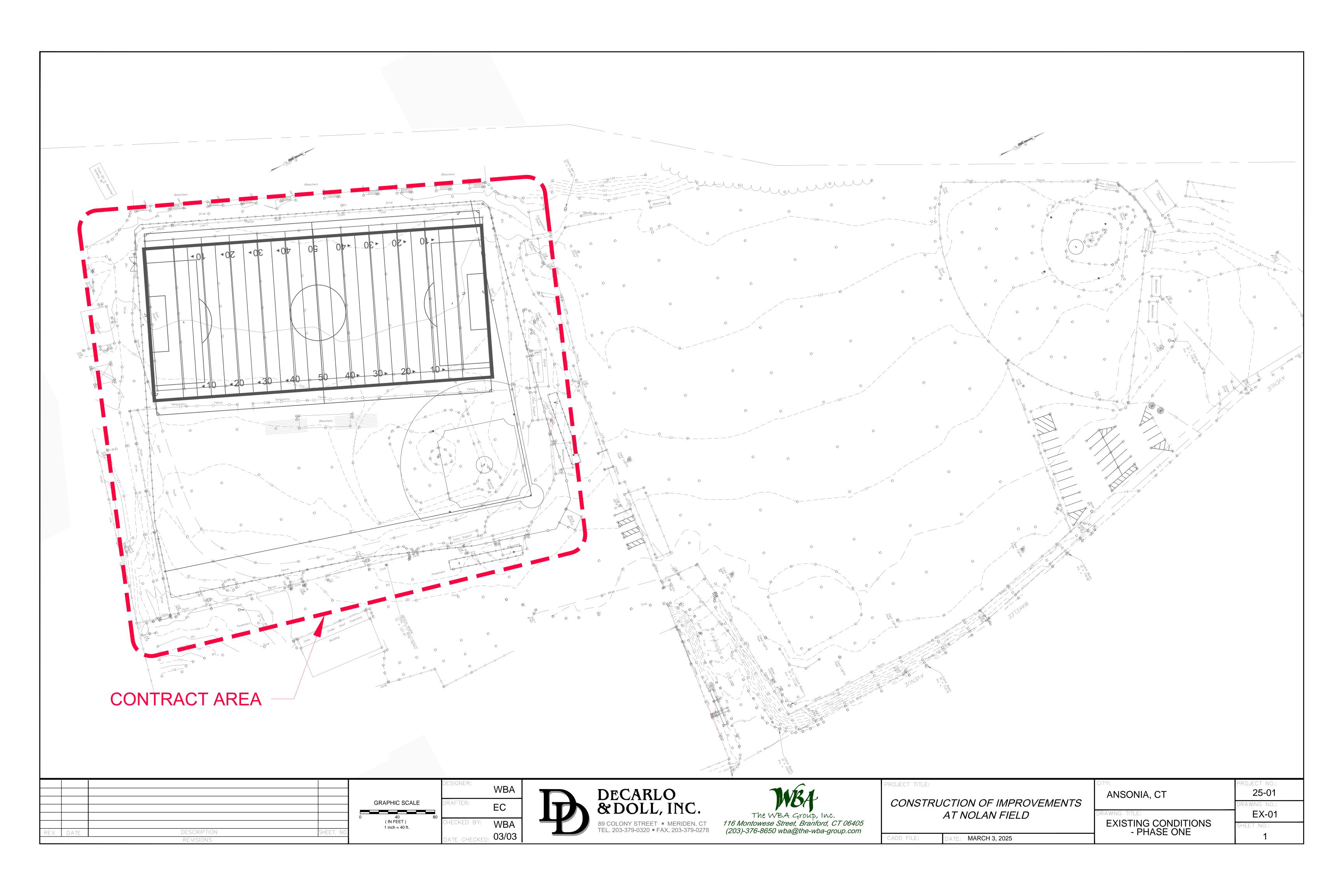


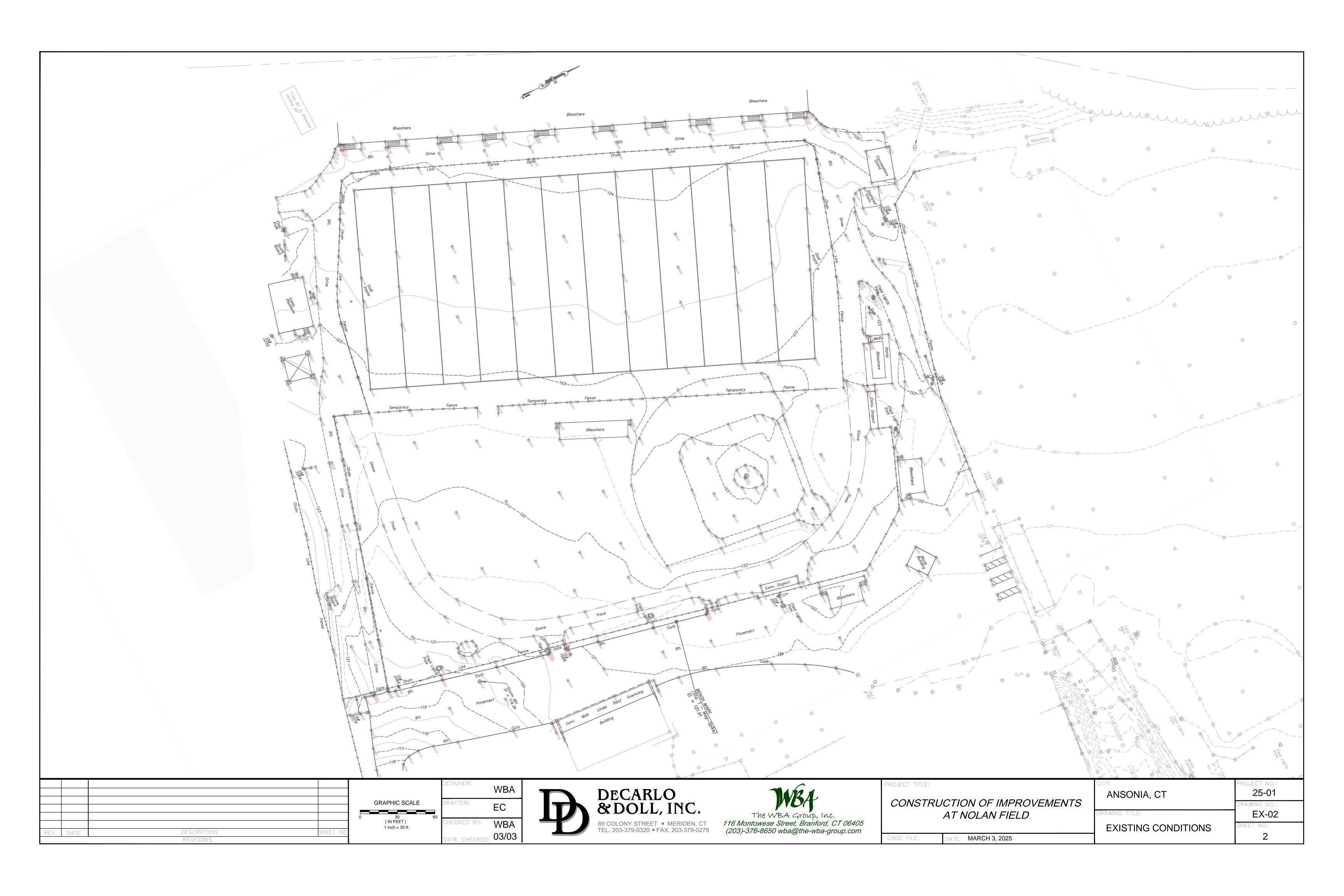
116 Montowese Street
Branford, Connecticut 06405
Cell: (203)-376-8650
wba@the-wba-group.com

LOCATION PLAN NOT TO SCALE



CITY OF ANSONIA





1. PROJECT

THE WORK GENERALLY CONSISTS OF THE REMOVAL OF THE

2. SCHEDULE

NO CONSTRUCTION SCHEDULE HAS BEEN ESTABLISHED AT THIS TIME. THE SEQUENCE OF CONSTRUCTION WILL BE AS FOLLOWS:

1. INSTALL TEMPORARY CONSTRUCTION ENTRANCE(S).

2. INSTALL AND MAINTAIN EROSION AND SEDIMENTATION CONTROL HAYBALES AND SILT FENCES IN ACCORDANCE WITH NOTES AND DETAILS AS SHOWN ON THESE DRAWINGS. 3. STRIP AND REMOVE TOPSOIL IN THE DESIGNATED CONSTRUCTION AREAS.

4. PERFORM NECESSARY CONSTRUCTION OF SITE IMPROVEMENTS.

3. PURPOSE - EROSION CONTROL

ALL CONSTRUCTION ACTIVITIES INVOLVING THE REMOVAL OR DISPOSITION OF SOILS ARE TO BE PROVIDED WITH APPROPRIATE PROTECTIVE MEASURES IMMEDIATELY PRIOR TO THE SOIL DISTURBANCE TO MINIMIZE EROSION OF, AND CONTAIN SEDIMENT DEPOSITION WITHIN THE AREA UNDER DEVELOPMENT. THOSE METHODS DEEMED MOST EFFECTIVE ARE DESCRIBED HEREIN.

A. GENERAL GUIDELINES - EROSION CONTROL

1. PRIOR TO THE START OF CONSTRUCTION, TEMPORARY BALED HAY EROSION CHECKS, SEDIMENTATION FENCES AND OTHER APPROVED SEDIMENT CONTROL MEASURES SHALL BE IN PLACE WHERE SHOWN ON THESE PLANS AND AT OTHER LOCATIONS WHERE DEEMED NECESSARY BY THE ENGINEER.

2. ALL TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL REMAIN IN PLACE AND MAINTAINED REGULARLY IN PROPERLY FUNCTIONING CONDITION UNTIL ALL AREAS EXPOSED DURING SITE CONSTRUCTION HAVE BEEN FULLY STABILIZED WITH PAVEMENT, PERMANENT STRUCTURES AND/OR FINAL VEGETATIVE

4. SEDIMENT BARRIERS

A. PURPOSE

TO INTERCEPT AND RETAIN SMALL AMOUNTS OF SEDIMENT FROM DISTURBED OR UNPROTECTED AREAS OF LIMITED EXTENT.

B. INSTALLATION REQUIREMENTS

SEDIMENT BARRIERS MAY CONSIST OF FILTER FENCE, HAY BALES, OR OTHER FILTER MATERIALS. PLANNED LIFE SPAN OF SEDIMENT BARRIERS VARIES. HAY BALES SHOULD ONLY BE USED AS A TEMPORARY BARRIER FOR NO LONGER THAN 60 DAYS. SYNTHETIC FILTER FENCES CAN BE USED FOR 60 DAYS OR LONGER DEPENDING ON ULTRAVIOLET STABILITY AND MANUFACTURER'S RECOMMENDATIONS. STONE BARRIERS CAN BE USED FOR LONGER PERIODS OF TIME.

C. HAY BALES

1. SHEET FLOW APPLICATIONS

a. BALES SHALL BE PLACED IN A SINGLE ROW, LENGTHWISE ON THE CONTOUR, WITH ENDS OF ADJACENT BALES TIGHTLY ABUTTING ON ANOTHER.

b. ALL BALES SHALL BE EITHER WIRE-BOUND OR STRING-TIED. BALES SHALL BE INSTALLED SO THAT BINDINGS ARE ORIENTED AROUND THE SIDES RATHER THAN ALONG THE TOPS AND BOTTOMS OF THE BALES TO PREVENT DETERIORATION OF THE BINDINGS.

c. THE BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED THE WIDTH OF A BALE AND THE LENGTH OF THE PROPOSED BARRIER TO A MINIMUM DEPTH OF 4 INCHES. AFTER THE BALES ARE STAKED AND CHINKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AGAINST THE BARRIER. BACKFILL SOIL SHALL CONFORM TO THE GROUND LEVEL ON THE DOWNHILL SIDE AND SHALL BE BUILT UP TO 4 INCHES AGAINST THE UPHILL SIDE OF THE BARRIER. BALES SHOULD BE PLACED 10 FEET AWAY FROM TOE OF SLOPE OR AS SHOWN ON THE PLANS.

d. EACH BALE SHALL BE SECURELY ANCHORED BY AT LEAST TWO STAKES OR BARS DRIVEN THROUGH THE BALE. THE FIRST STAKE IN EACH BALE SHALL BE DRIVEN TOWARD THE PREVIOUSLY LAID BALE TO FORCE THE BALES TOGETHER. STAKES OR RE-BARS SHALL BE DRIVEN DEEP ENOUGH INTO THE GROUND TO SECURELY ANCHOR THE BALES.

e. THE GAPS BETWEEN BALES SHALL BE CHINKED (FILLED BY WEDGING) WITH HAY TO PREVENT WATER FROM ESCAPING BETWEEN THE BALES. (LOOSE STRAW SCATTERED OVER THE AREA IMMEDIATELY UPHILL FROM A HAY BALE BARRIER TENDS TO INCREASE BARRIER EFFICIENCY). IN SLOPING AREAS WHERE SURFACE FLOW FOLLOWS THE BALE LINE, PERPENDICULAR BALE CHECKS SHALL BE INSTALLED AT APPROPRIATE INTERVALS (100 FOOT MAXIMUM) AND ELSEWHERE AS SHOWN ON THESE DRAWINGS.

f. INSPECTION SHALL BE MADE AFTER EACH STORM EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE BI-WEEKLY AS NEEDED. g. BALE BARRIERS SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFULNESS, BUT NOT BEFORE THE UPSLOPE AREAS HAVE BEEN PERMANENTLY

2. MAINTENANCE

BALES BECOME FILLED IN WITH SEDIMENT.

a. INSPECTION SHALL BE MADE SUBSEQUENT TO AND AFTER EACH STORM EVENT. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED. b. CLEAN OUT OF ACCUMULATED SEDIMENT BEHIND THE BALES IS NECESSARY IF 1/2 OF THE ORIGINAL HEIGHT OF THE

EXISTING GRASS FOOTBALL AND BASEBALL FIELDS, AND INSTALLATION OF NEW ARTIFICIAL TURF, CONSTRUCTION OF VARIOUS FIELD AMENITIES AND WORK INCIDENTAL THERETO. D. FILTER FABRIC FENCES 1. MATERIALS

a. SYNTHETIC FILTER FABRIC SYNTHETIC FILTER FABRIC SHALL BE A PERVIOUS SHEET OF PROPYLENE, NYLON, POLYESTER OR ETHYLENE FILAMENTS AND SHALL BE CERTIFIED BY THE MANUFACTURER OR SUPPLIER AS CONFORMING TO THE FOLLOWING REQUIREMENTS:

PHYSICAL PROPERTY REQUIREMENTS FILTERING EFFICIENCY 75% (MIN)

EXTRA STRENGTH TENSILE STRENGTH AT 20% (MAX) ELONGATION 50 LBS./LIN. IN. (MIN) STANDARD STRENGTH 30 LBS./ LIN. IN. (MIN)

FLOW RATE 0.3 GAL./SQ. FT. (MIN)

b. SYNTHETIC FILTER FABRIC REQUIREMENTS

1. BURLAP SHALL BE 10 OUNCE PER SQUARE YARD FABRIC.

2. STAKES FOR FILTER FENCES SHALL BE 1" X 2" WOOD OR EQUIVALENT METAL WITH A LENGTH OF 3 FEET 6 INCHES.

3. WIRE FENCE REINFORCEMENT FOR FENCES USING STANDARD STRENGTH FILTER CLOTH SHALL BE A MINIMUM OF 42 INCHES IN HEIGHT. A MINIMUM OF 14 GAUGE AND SHALL HAVE A MINIMUM MESH SPACING OF 6 INCHES.

4. SOME FENCES DO NOT REQUIRE A WIRE BACKING. CONSULT MANUFACTURER'S INSTRUCTIONS FOR PROPER INSTALLATION REQUIREMENTS.

5. INSTALLATION REQUIREMENTS

THIS SEDIMENT BARRIER UTILIZES BURLAP OR STANDARD STRENGTH OR EXTRA STRENGTH SYNTHETIC FILTER FABRICS. IT IS DESIGNED FOR SITUATIONS IN WHICH ONLY SHEET OR OVERLAND FLOWS ARE EXPECTED. IN SPECIAL CASES BURLAP MAY BE USED IN DRAINAGE

1. THE HEIGHT OF THE BARRIER SHALL NOT EXCEED 36 INCHES (HIGHER BARRIERS MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURE).

2. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6 INCH OVERLAP, AND SECURELY SEALED. SEE MANUFACTURER'S RECOMMENDATIONS.

3. POSTS SHALL BE PLACED A MAXIMUM OF 10 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 12 INCHES). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL BE AS MANUFACTURER RECOMMENDS.

4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 6 INCHES WIDE AND 6 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

5. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER.

6. WHEN STANDARD STRENGTH FILTER FABRIC IS USED A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST ONE INCH LONG, TIE WIRES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.

7. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED, WIRED OR TIED TO THE WIRE FENCE, AND 6 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.

8. WHEN EXTRA STRENGTH FILTER FABRIC OR BURLAP AND CLOSER POST SPACING ARE USED. THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED. IN SUCH A CASE, THE FILTER FABRIC IS STAPLED, WIRED OR TIED DIRECTLY TO THE POSTS WITH ALL OTHER PROVISIONS OF ITEM NO. 6 APPLYING.

9. FILTER BARRIERS SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

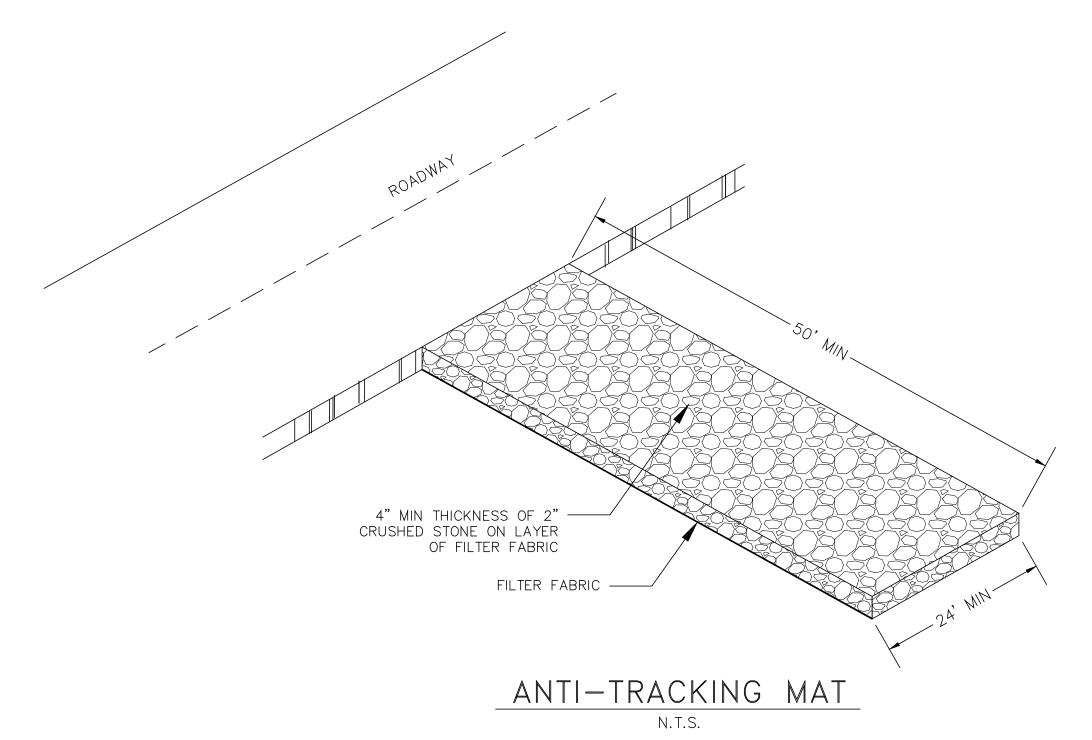
B. MAINTENANCE

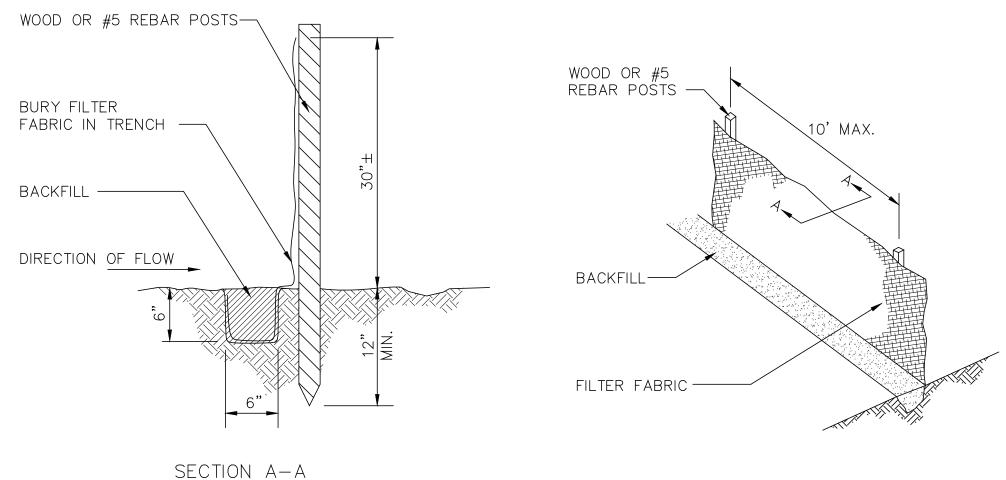
1. FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

2. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE, AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.

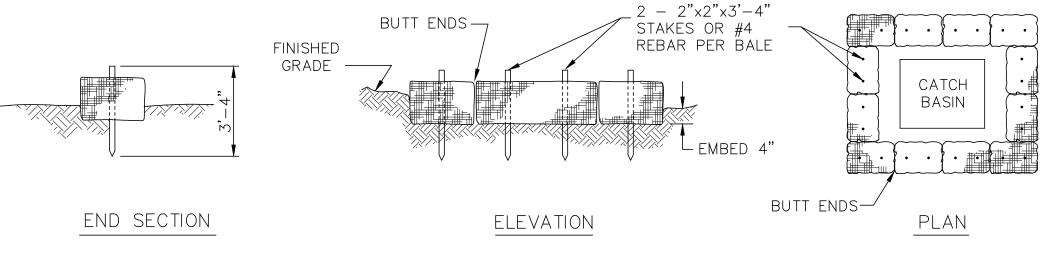
3. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN THEY REACH APPROXIMATELY ONE HALF THE HEIGHT OF THE BARRIER.

4. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.





FILTER FABRIC FENCE



BALED HAY EROSION & SEDIMENTATION CONTROL DAM

BALED HAY AROUND CATCH BASIN

ROJECT NO .:

PRAWING NO .:

25 - 01

EROSION & SEDIMENTATION CONTROL DETAILS

N.T.S.

NOTES:

1. EMBED HAY BALES 4 - INCHES INTO THE ADJACENT GROUND.

2. WRAP CATCH BASIN GRATE WITH FILTER FABRIC. CLEAN AND/OR REPLACE FILTER FABRIC WHENEVER IT BECOMES CLOGGED OR FAILS TO FUNCTION PROPERLY.

DATE: MARCH 3, 2025

SCALE AS NOTED DESCRIPTION SHEET. N REV. | DATE REVISIONS

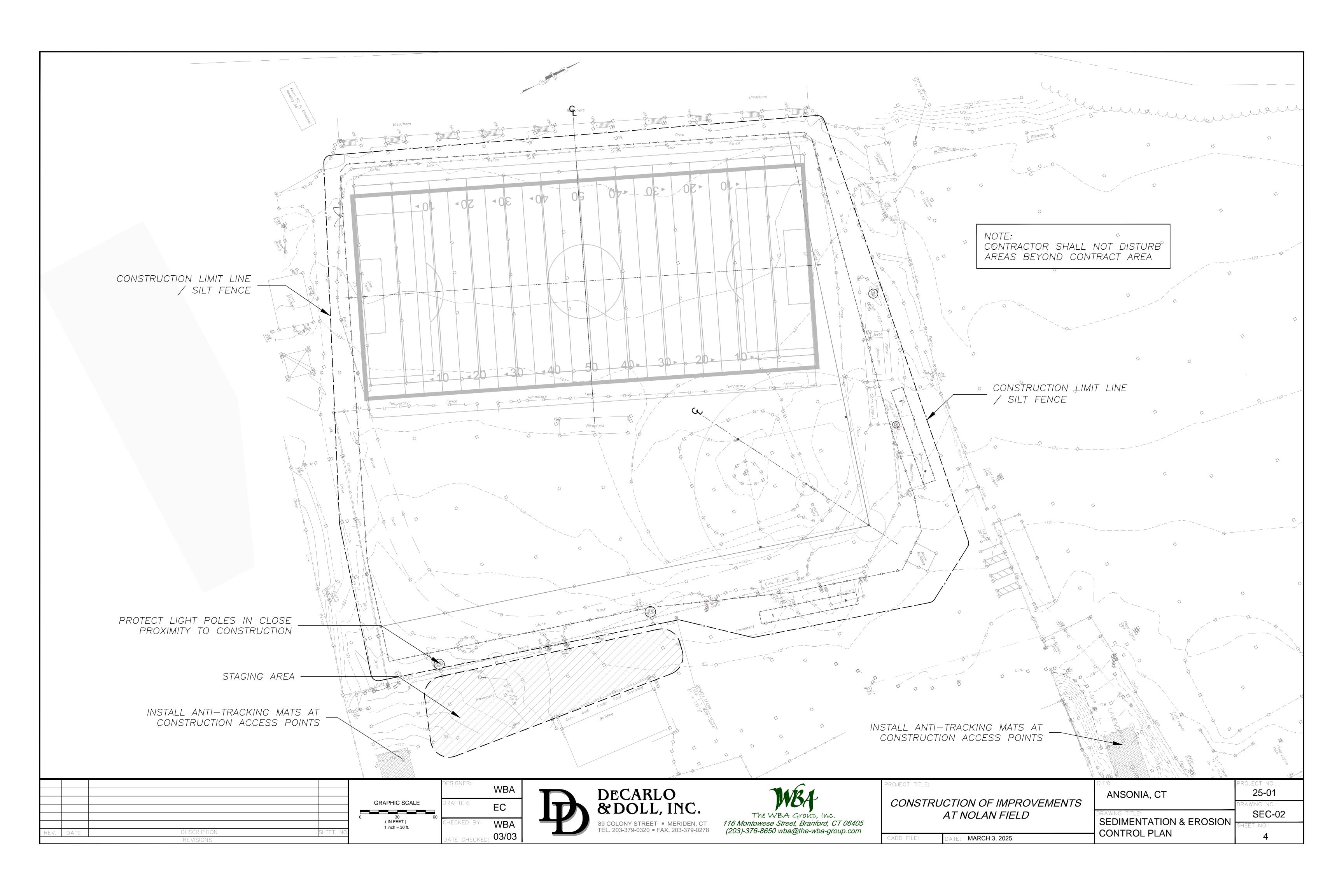
STABILIZED.

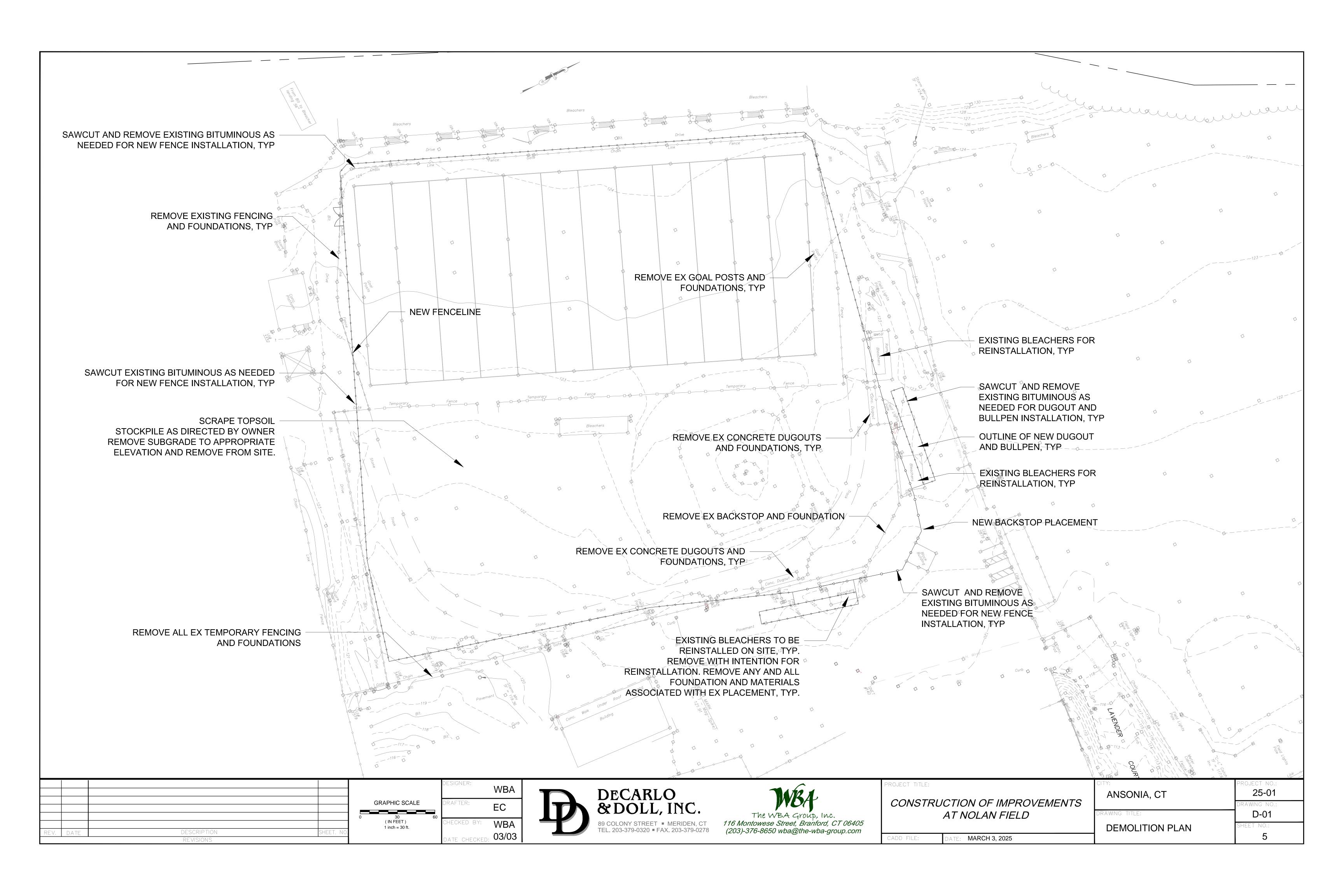
DESIGNER: WBA DRAFTER: CHECKED BY: date checked:3/03

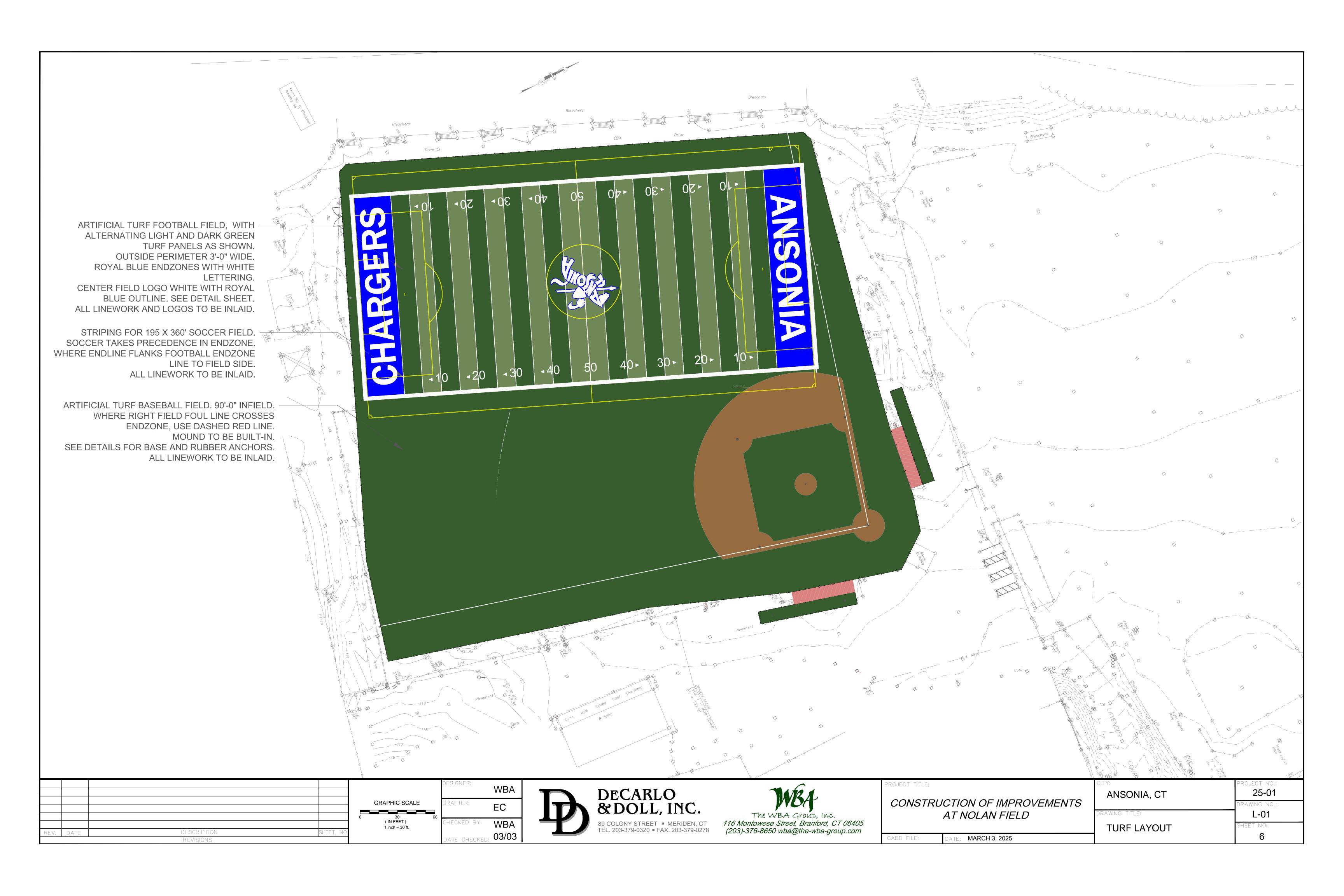


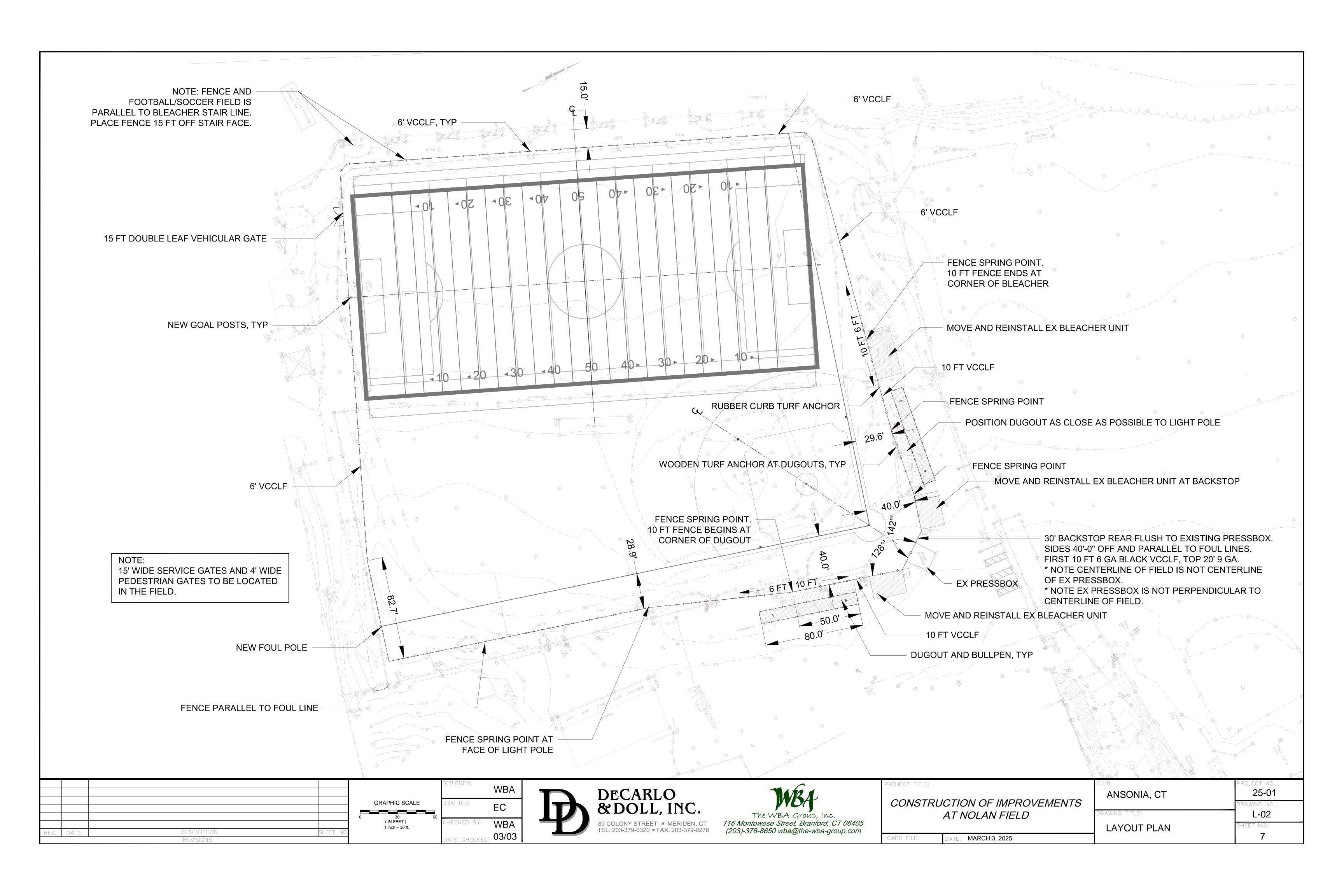
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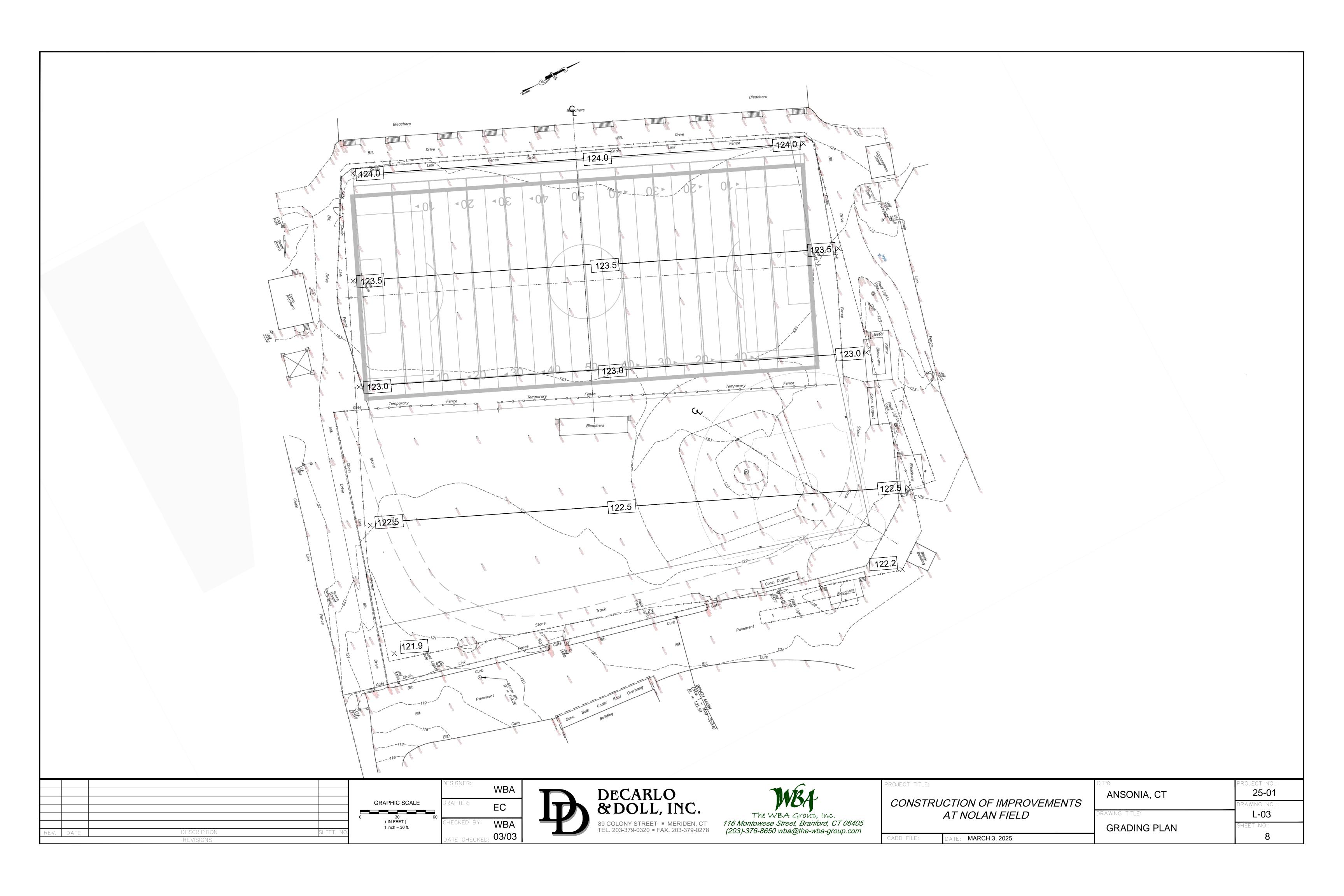
PROJECT TITLE:		CITY:
CONSTRUCTION OF IMPROVEMENTS		ANSONIA, CT
	AT NOLAN FIELD	DRAWING TITLE:
	, , , , , , , , , , , , , , , , , , ,	SEDIMENT AND EROSION
CADD FILE:	DATE: MARCH 3 2025	CONTROL - NOTES

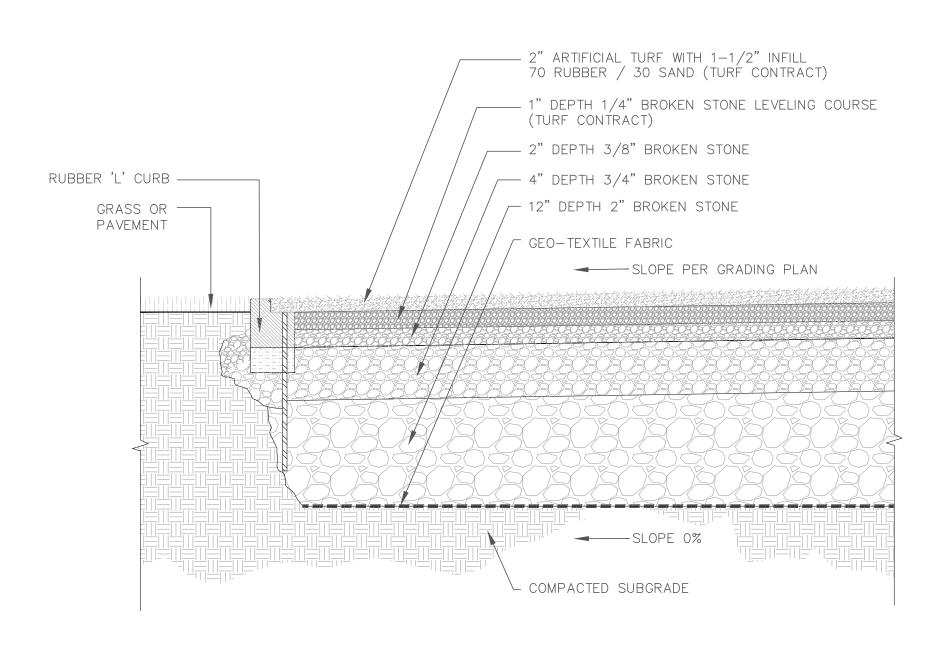












TRANSVERSE SECTION THRU FIELD AT RUBBER CURB SCALE: NTS

<u>NOTES:</u>

1. LEVELING COURSE, TURF AND INFILL ARE TURF CONTRACT ITEMS

FIELD DRAINAGE NOTES

1. AFTER EXCAVATION OF EXISTING SOIL TO THE PROPER ELEVATIONS REQUIRED, THE NEW SUBGRADE SHALL BE SHAPED AND COMPACTED TO 95% DENSITY WITH A SLOPE AS INDICATED FOR DRAINAGE.

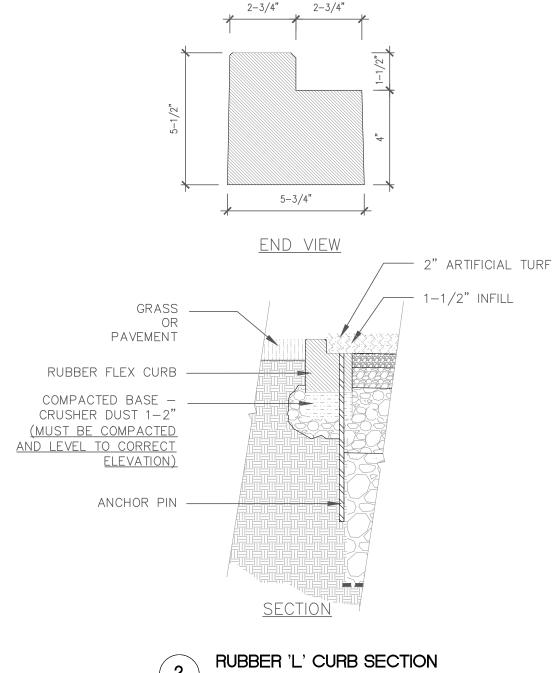
2. TO PROVIDE A SECURE EDGE FOR FASTENING THE TURF, A RUBBER ' CURB WILL BE INSTALLED AT THE INSIDE PERIMETER OF THE FIELD. SEE DETAILS.

3. FREE-DRAINING BROKEN STONE WILL BE COMPACTED AND LASER GRADED TO THE ELEVATIONS INDICATED. THE LAYERS OF BROKEN STONE SHALL BE:

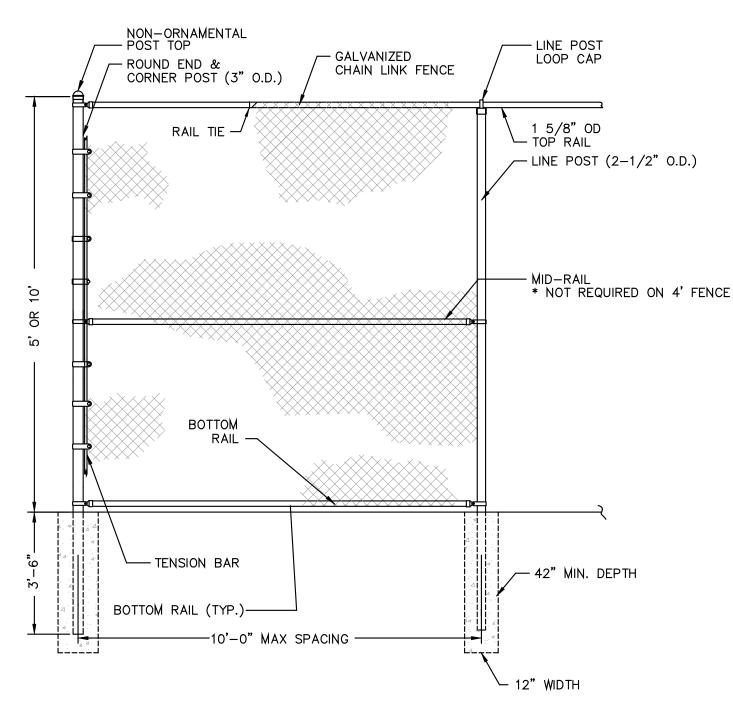
- a.) 4 OZ. NON-WOVEN GEO-TEXTILE FABRIC b.) (VARIOUS) - 2" BROKEN STONE
- c.) FOUR (4) INCHES 3/4" BROKEN STONE
- d.) TWO (2) INCHES 3/8" BROKEN STONE e.) ONE (1) INCH 1/4" BROKEN STONE LEVELING COURSE *

4. THE ARTIFICIAL TURF SYSTEM SHALL BE 2" TURF WITH 1-1/2" INFILL, 70 RUBBER / 30 SAND.*

* LEVELING COURSE, TURF AND INFILL ARE TURF CONTRACT ITEMS *

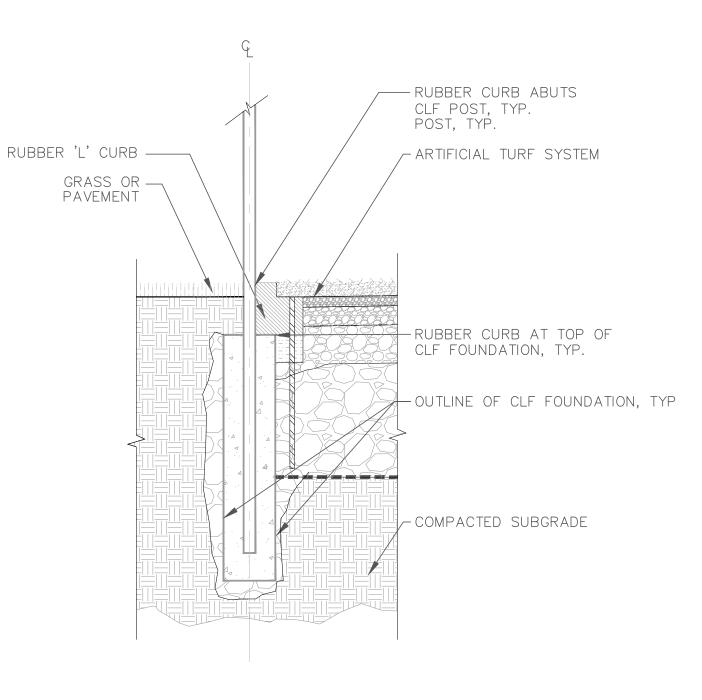


SPORTSEDGE FLEXEDGE 5.5" RUBBER 'L' CURB FE-6LB-1 OR APPROVED EQUAL



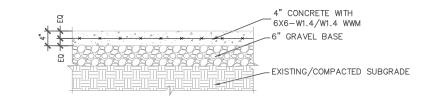
CHAIN LINK FENCE DETAIL SCALE: NTS

1. 5' FENCE DOES NOT REQUIRE MID-RAIL

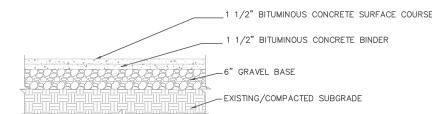


CLF FOUNDATION AND 'L' CURB

REFER TO CLF DETAIL







BITUMINOUS CONCRETE

SCALE AS NOTED



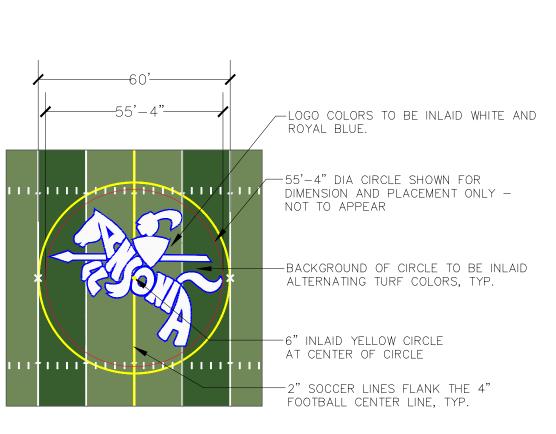
COMPOSITE LAYOUT NOTES:

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SUBMIT SHOP DRAWINGS. ALL FIELDS WILL CONFORM TO NCAA AND NFSHSA STANDARDS.

- 2. ALL LINE WORK TO BE LAID OUT WITH A TOLERANCE OF 1/4 INCH.
- 3. TURF COLORS WILL ALTERNATE LIGHT AND DARK GREEN WITHIN FOOTBALL FIELD. THE LIGHTER COLOR WILL BEGIN BETWEEN THE 45 YARD LINES AND ALTERNATE EVERY 5 YARDS. COLOR OUTSIDE FOOTBALL FIELD TO BE DARK GREEN.
- 4. THE FIELD WILL BE STRIPED FOR 2 SPORTS INCLUDING: FOOTBALL AND SOCCER. ALL MARKINGS WILL BE PERMANENT INLAID. FOOTBALL TAKES PRECEDENCE.

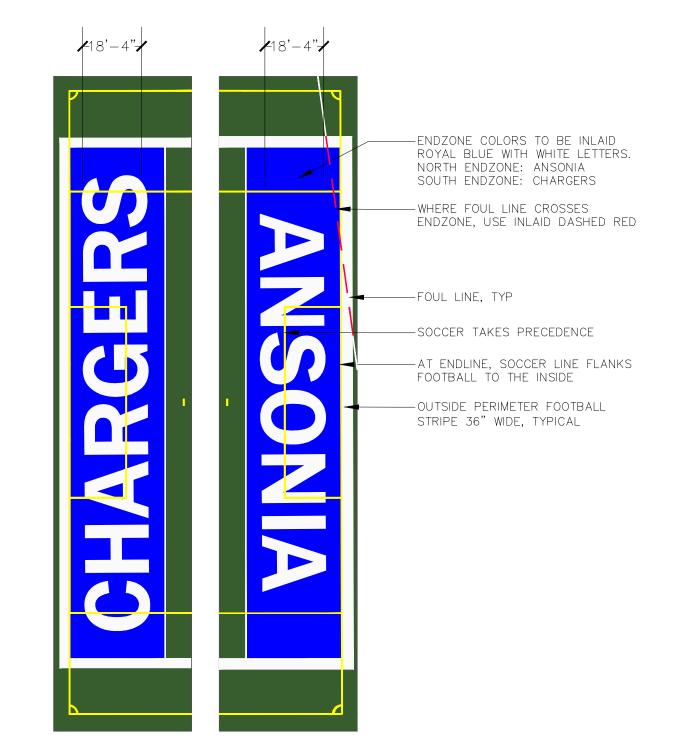
5. THE FOOTBALL FIELD WILL BE 4 INCH WHITE INLAID LINES. THE FIELD WILL BE 360 FEET BY 160 FEET. THERE WILL BE AN INLAID LOGO AT THE

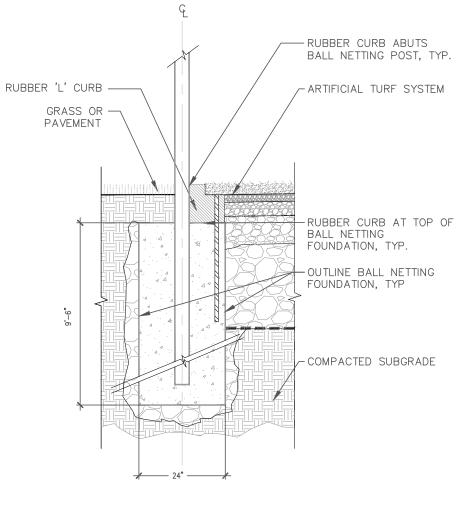
- CENTER OF THE FIELD. SEE COMPOSITE PLAN, LOGO PLAN, AND DETAILS. 6. THE SOCCER FIELD WILL BE 4 INCH YELLOW INLAID LINES. THE FIELD SIZE WILL BE 360 FEET BY 195 FEET. THE SOCCER LINE AT CENTER FIELD
- WILL APPEAR 2" ON EITHER SIDE OF THE FOOTBALL LINE, TYPICAL. SEE COMPOSITE PLAN AND DETAILS
- 7. LOGO AT CENTER FIELD TO BE INLAID WHITE AND ROYAL BLUE OUTLINE. ENDZONES TO BE ROYAL BLUE WITH WHITE LETTERING. OUTSIDE PERIMETER OF FOOTBALL FIELD TO BE 36" WHITE BAND. SEE LOGO PLAN AND DETAIL.
- 8. THERE WILL BE A 6" YELLOW CIRCLE AT CENTER FIELD. SEE COMPOSITE PLAN AND LOGO DETAIL.
- 9. THE FOUL LINE AS IT CROSSES THE ENDZONE WILL BE DASHED RED.
- 10. PROVIDE SHOP DRAWINGS.



NOTES:







BACKSTOP FOUNDATION AND 'L' CURB

1. 30 FT BACKSTOP, BVCCLF 2. FIRST 10 FT OF BACKSTOP 6 GA 3. TOP 30 FT OF BACKSTOP 9 GA

4. CONTRACTOR/INSTALLER MUST CONSULT LOCAL BUILDING CODES AND SOIL CONDITIONS FOR FINAL FOUNDATION DEPTH AND SIZE.

8 ENDZONE PLAN

CADD FILE:

NOTE: ALL QUANTITIES TO BE VERIFIED BY CONTRACTOR. ANY DISCREPANCIES BETWEEN PLANS AND BID FORMS MUST BE BROUGHT TO THE ATTENTION OF THE CONSULTANT PRIOR TO BIDDING.

REV.	DATE		SHEET. NO.
		REVISIONS	

DESIGNER: WBA DRAFTER: CHECKED BY: WBA LDATE CHECKED:3/03

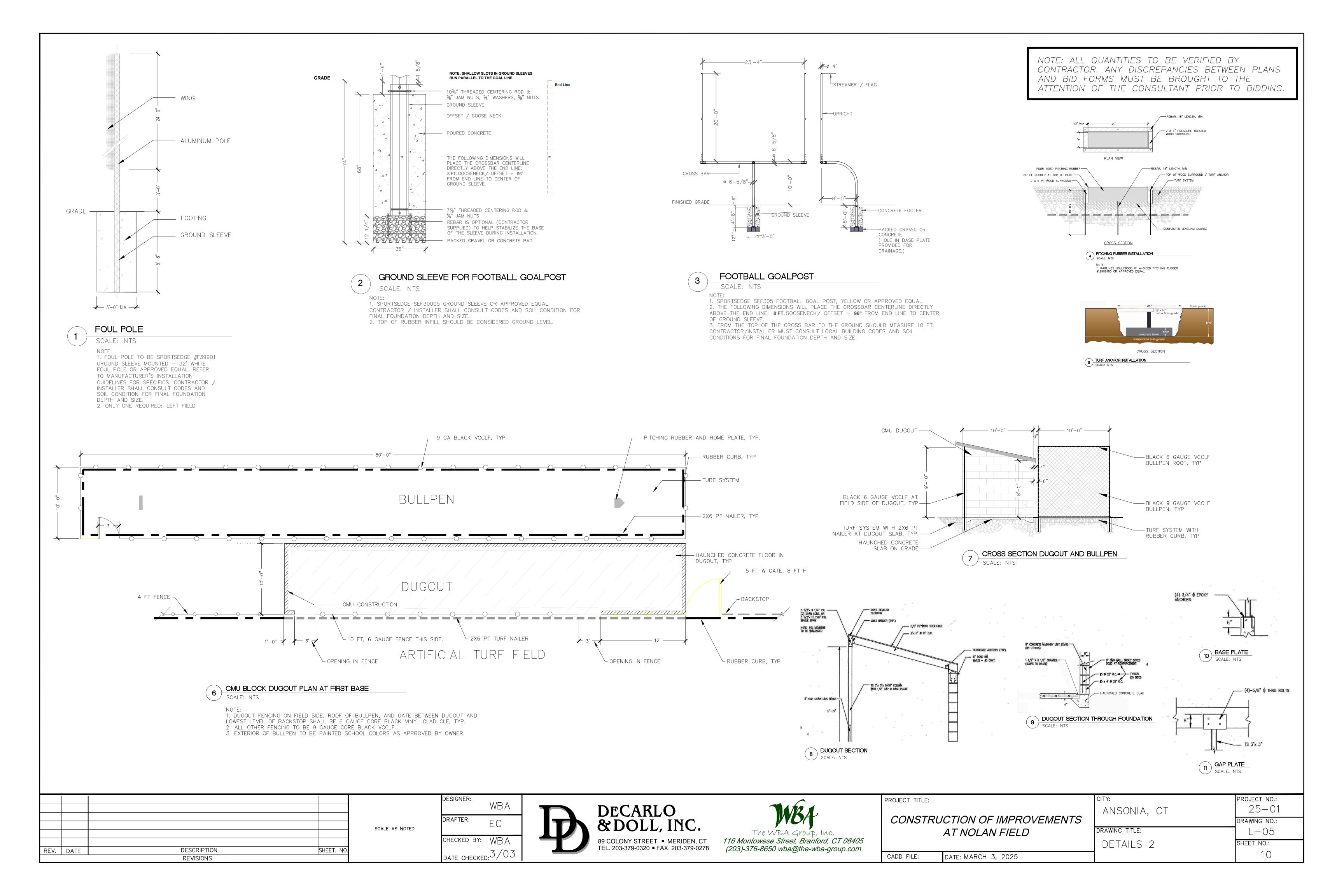


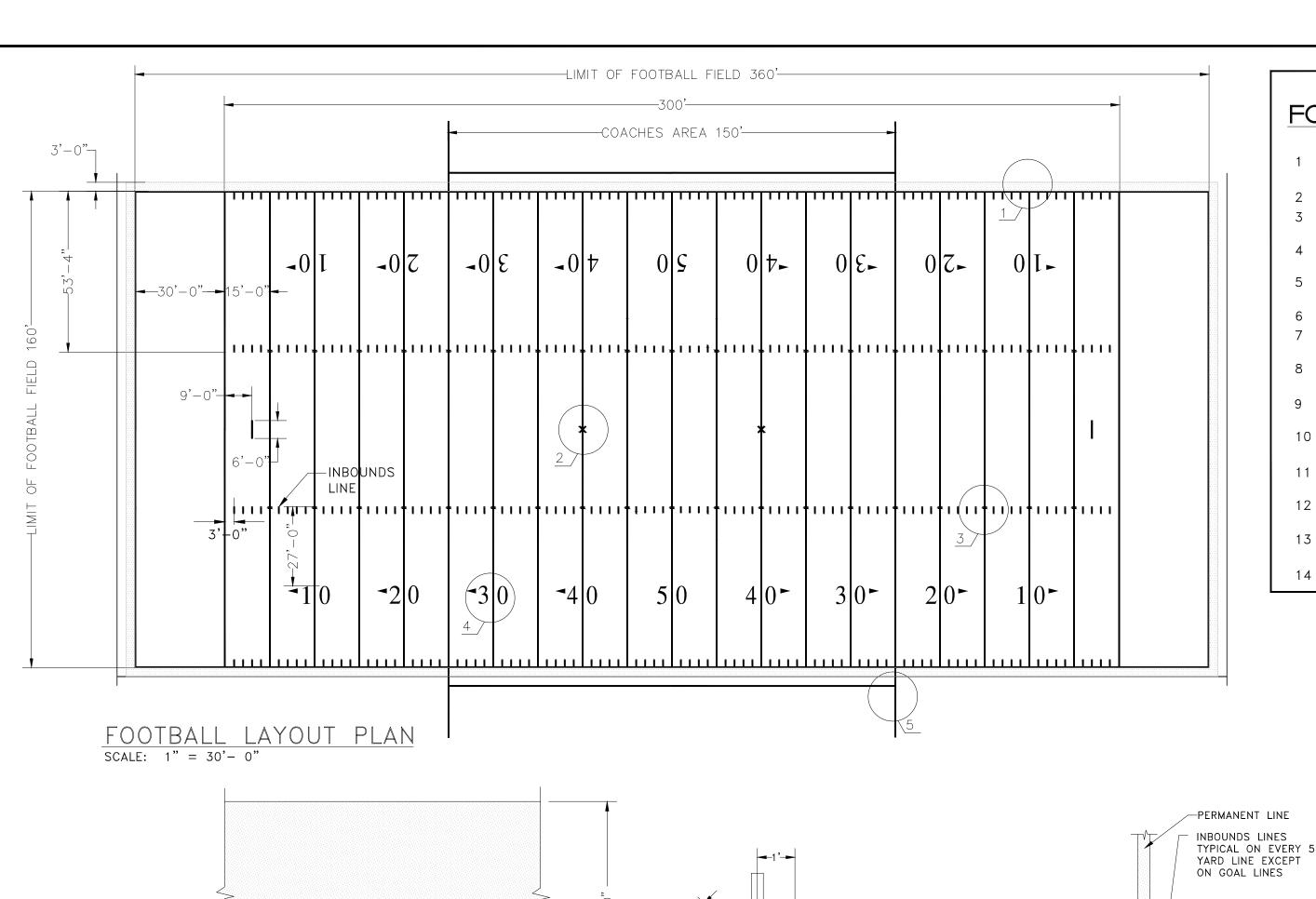
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PROJECT TITLE:
CONSTRUCTION OF IMPROVEMENTS AT NOLAN FIELD

DATE: MARCH 3, 2025

CITY:	PROJECT NO.:
ANSONIA, CT	25-01
	DRAWING NO.:
DRAWING TITLE:	L-04
DETAILS 1	SHEET NO.:
	9





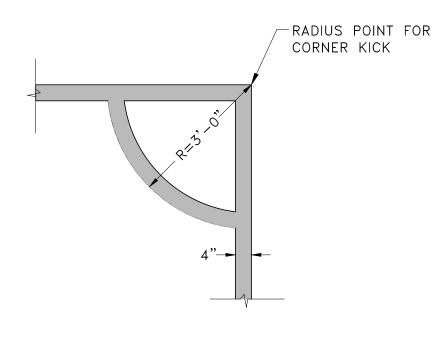
FOOTBALL LAYOUT NOTES

- 1 CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SUBMIT SHOP DRAWINGS. ALL FIELDS WILL CONFORM TO NCAA AND NFSHSA STANDARDS.
- 2 ALL LINE WORK IS TO BE LAID OUT WITH A TOLERANCE OF 1/4 INCH.
- 3 TURF COLORS WILL ALTERNATE BETWEEN LIGHT AND DARK GREEN WITHIN THE FOOTBALL FIELD. LIGHTER COLOR WILL BEGIN
- BETWEEN THE 45 YARD LINES AND ALTERNATE EVERY 5 YARDS. COLOR OUTSIDE THE FOOTBALL FIELD TO BE DARK GREEN. 4 A 36 INCH WHITE, PERMANENT TURF LINE WILL SURROUND THE ENTIRE 360 FOOT BY 160 FOOT PLAYING FIELD.
- REFER TO DETAIL 1 5 THE FIELD WILL HAVE A 6 FOOT INLAID WHITE RETSRICTED AREA AROUND THE FIELD'S ENTIRE PERIMETER.
- REFER TO DETAIL 1. 6 ALL YARDLINES SHALL BE INLAID 4 INCH, WHITE TURF. REFER TO DETAIL 1.
- 7 24 INCH SHORT YARDLINE EXTENSIONS, 4 INCHES FROM THE SIDELINES SHALL BE 4 INCHES WIDE, WHITE, INLAID LINES. REFER TO DETAIL 1.
- 8 THE TWO INBOUNDS LINES ARE 53 FEET 4 INCHES FROM THE SIDELINES. INBOUNDS LINES AND SHORT YARDLINE EXTENSIONS SHALL BE 24 INCHES LONG AND 4 INCHES WIDE, INLAID WHITE LINES. REFER TO DETAIL 3.
- 9 THE EXTRA POINT LINES ARE 6 FEET LONG, 4 INCHES WIDE, WHITE INLAID LINES AT THE CENTERLINE OF THE FIELD AND THE 3 YARDLINE ON EACH END OF THE FIELD. REFER TO PLAN FOR LOCATION.
- 10 WHITE YARDLINE NUMBERS MEASURING 6 FEET IN HEIGHT AND 4 FEET IN WIDTH WITH THE TOP OF THE NUMBERS 27 FEET FROM THE INBOUND LINES ARE INLAID TURF. NUMBERS ARE TO BE INLAID WHITE, REFER TO DETAIL 4.
- 11 DIRECTIONAL ARROWS POINT TOWARD RESPECTIVE ENDZONES AND ARE WHITE, INLAID TURF AS DIMENSIONED ON DETAIL 4. THERE ARE NO ARROWS ON THE 50 YARDLINE.
- 12 AN 'X' WILL MARK THE SPOT OF THE KICKOFF AT THE 40 YARDLINE ON EACH END OF THE FIELD AND SHALL BE DIMENSIONED
- AS PER DETAIL 2. THE 40 YARDLINE IS WHITE PERMANENT TURF AND THE EXTENSIONS TO FORM THE 'X' ARE INLAID WHITE. 13 AT THE 25 YARD LINES, EXTEND 4" LINES FROM THE OUTSIDE PERIMETER TO THE TRACK, FORMING THE TEAM AREA. REFER TO
- DETAIL 5. 14 SEE LOGO PLANS AND DETAIL FOR LOGO AND ENDZONE INFORMATION.

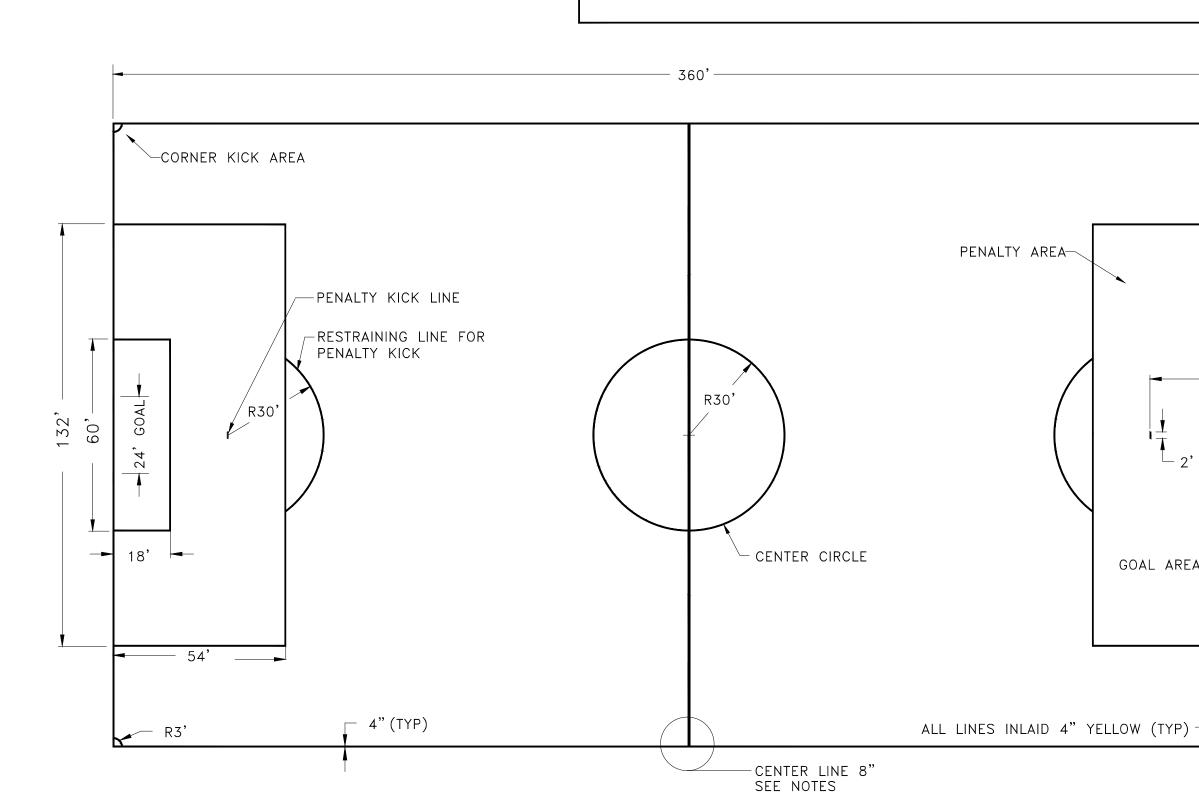
NOTE: THE TURF CONTRACTOR SHALL HAVE INSTALLED AT LEAST FIVE (5) FIELDS IN THE LAST FIVE (5) YEARS, SIMILAR TO THAT WHICH IS SPECIFIED HEREIN.

SOCCER LAYOUT NOTES

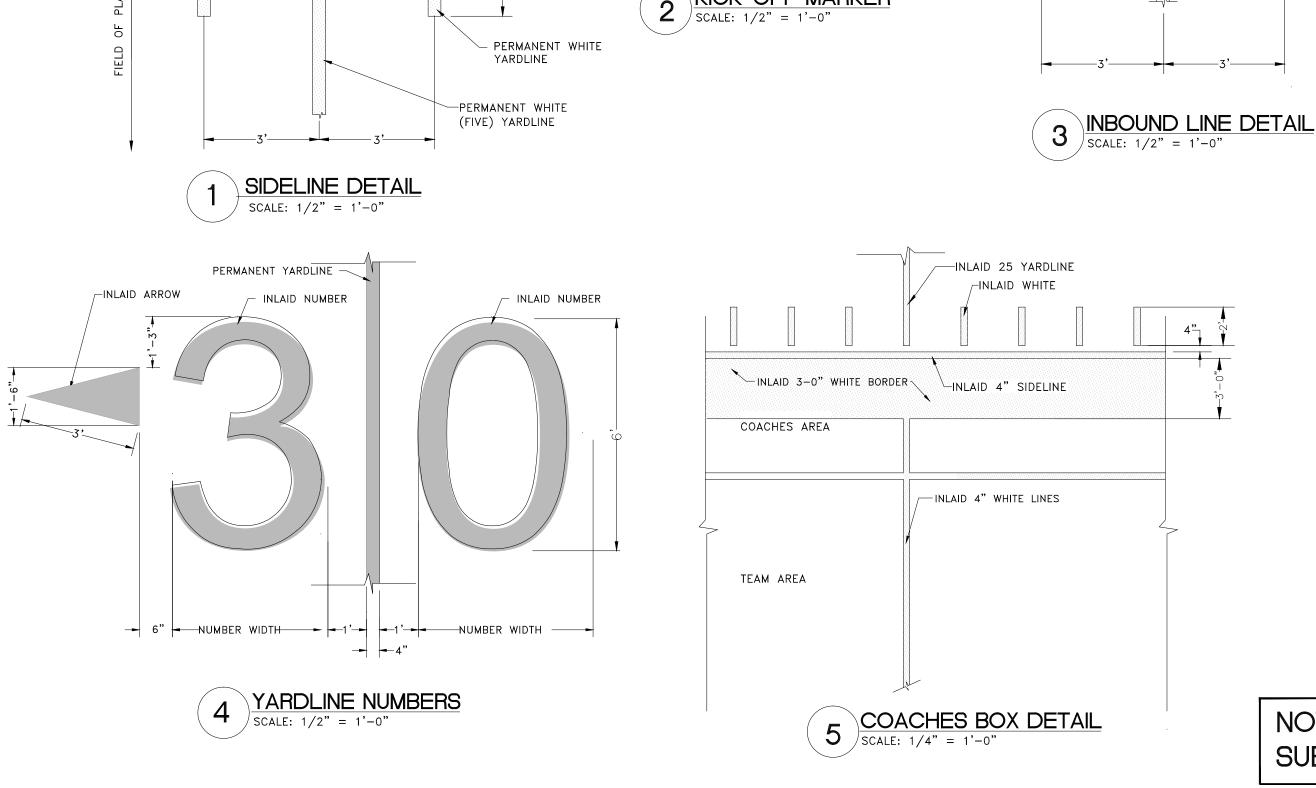
- 1 CONTRACTOR SHALL VERIFY ALL DIMENSIONS.
- THE SOCCER FIELD WIL MEASURE 360 FEET X 195 FEET.
- 3 ALL LINE WORK IS TO BE LAID OUT WITH A TOLERANCE OF 1/4 INCH.
- 4 ALL SOCCER LINES ARE 4 INCH INLAID YELLOW TURF AS DIMENSIONED ON THE SOCCER LAYOUT PLAN.
- 5 CENTER SOCCER LINE TO BE TO APPEAR 2" ON EITHER SIDE OF THE 4" WHITE FOOTBALL 50 YARD LINE, TYPICAL.
- 6 THE SOCCER GOAL AREA IS 18 FEET BY 60 FEET, REFER TO PLAN FOR LOCATION.
- 7 THE SOCCER PENALTY AREA IS 54 FEET BY 132 FEET, REFER TO PLAN FOR LOCATION.
- 8 THE PENALTY MARK IS A 2 FOOT LINE, 4 INCHES WIDE, 36 FEET FROM THE GOAL
- LINE AND CENTERED ON THE GOAL. THE RESTRAINING LINE FOR PENALTY KICKS IS AN ARC 30 FEET FROM THIS MARK OUTSIDE OF THE PENALTY AREA. REFER TO PLAN FOR LOCATION.
- 9 IN THE CENTER OF THE SOCCER FIELD, A CIRCLE 30 FEET IN RADIUS WILL APPEAR.
- 10 THE CORNERS OF THE SOCCER FIELD SHALL HAVE A 3 FOOT RADIUS IN YELLOW DESIGNATING THE CORNER KICK AREA. REFER TO CORNER KICK DETAIL.



SOCCER CORNER KICK DETAIL SCALE: 1/2" = 1'-0"

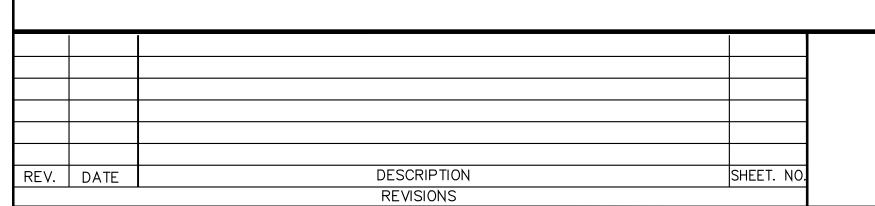


CADD FILE:



4"--| | PERMANENT WHITE 40 YARD LINE

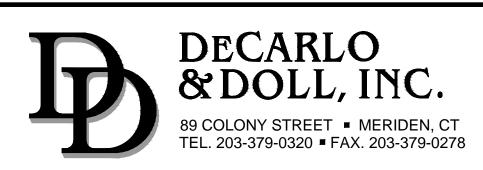
NOTE: SUBMIT SHOP DRAWINGS.



PERMANENT WHITE BORDER AREA-

PERMANENT WHITE SIDELINE-

WBA DRAFTER: SCALE AS NOTED WBA CHECKED BY: LDATE CHECKED: 3/03



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PROJECT TITLE: CONSTRUCTION OF IMPROVEMENTS AT NOLAN FIELD

DATE: MARCH 3, 2025

PROJECT NO.: 25-01 ANSONIA, CT DRAWING NO .: L-06 DRAWING TITLE: SPORTS LAYOUTS SHEET NO.:

GOAL AREA-

36'─

–GOALS