

PROJECT MANUAL AND TECHNICAL SPECIFICATIONS

**EVERGREEN WALK, LLC
EVERGREEN WALK TRAIL SPECIFICATIONS
99508.00**

February 20, 2020

FLB ARCHITECTURE & PLANNING, INC.
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DRAFT AIA® Document A701™ – 2018

Instructions to Bidders

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

«Evergreen Walk Trail»
«Buckland Road
South Windsor, CT»
«Construction of approximately 4000 linear feet of walking trail»

THE OWNER:
(Name, legal status, address, and other information)

«[Evergreen Walk, LLC](#) »« »
«[110 Rose Lane](#) »
«[Virginia Beach, VA 23451](#) »
« »

THE ARCHITECT:
(Name, legal status, address, and other information)

«[FLB Architecture & Planning, Inc.](#) »« »
«[19 Silver Lane](#) »
«[East Hartford, CT 06118](#) »
« »

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

<< >>

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

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§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

« »

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

« »

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning « » days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

« »

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

« »

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

<< >>

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

<< >>

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

<< >>

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

<< >>

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013.)

<< >>

- .5 Drawings

Number

Title

Date

- .6 Specifications

Section

Title

Date

Pages

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:

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

[☐] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

« »

[☐] The Sustainability Plan:

Title	Date	Pages

[☐] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

« »

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	Evergreen Walk, LLC	PROJECT:	Evergreen Walk Trail Buckland Road South Windsor, CT	APPLICATION NO:	001
FROM CONTRACTOR:		VIA ARCHITECT:		PERIOD TO:	
				CONTRACT FOR:	General Construction C
				CONTRACT DATE:	
				PROJECT NOS:	99508 / /

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$0.00
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work	
(Column D + E on G703: \$0.00)=	\$0.00
b. 0 % of Stored Material	
(Column F on G703: \$0.00)=	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, in belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which Certificates for Payment were issued and payments received from the Owner, and that the amount of payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn to before

me this

day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the information provided in this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the Contractor or Owner or Contractor under this Contract.

Distribution to:

OWNER: ☐
 ARCHITECT: ☐
 CONTRACTOR: ☐
 FIELD: ☐
 OTHER: ☐

Information and
 accordance with the
 which previous
 at current

☐

☐

data comprising
 knowledge,
 is in accordance

\$0.00

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 unt certified.)

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Contractor
 any rights of the

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DRAFT AIA[®] Document G706A[™] - 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Evergreen Walk Trail
Buckland Road
South Windsor, CT
TO OWNER: *(Name and address)*
Evergreen walk, LLC
1109 Rose Lane
Virginia Beach, VA23451

ARCHITECT'S PROJECT NUMBER:
99508.00
CONTRACT FOR: General
Construction
CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

DRAFT AIA[®] Document G707[™] - 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

Evergreen Walk Trail
Buckland Road
South Windsor, CT

ARCHITECT'S PROJECT NUMBER: 99508.00

CONTRACT FOR: General Construction

TO OWNER: *(Name and address)*

Evergreen Walk, LLC
1109 Rose Lane
Virginia Beach, VA 23451

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

on bond of

(Insert name and address of Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:

(Seal):

(Printed name and title)

DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: Evergreen Walk Trail 99508.00
 - 1. Project Location: Evergreen Walk
Buckland Road, South Windsor, CT
- C. Owner: Evergreen Walk, LLC
 - 1. Owner's Representative: Alan Lamson, FLB Architecture & Planning, Inc.
19 Silver Lane, East Hartford, CT 06118
- D. Project Description: Project consists of Construction of approximately 4,000 linear feet of walking trail.
- E. Construction Contract: Bids will be received for the following Work:
 - 1. General Contract (all trades).
- F. Evergreen Walk, LLC is seeking bid proposals for the construction of approximately 4,000 lineal feet of walking trail through Evergreen Walk in South Windsor, CT. The trail will be constructed in segments as required by site plan approvals already in place or being sought at this time or the near future. The Owner is seeking bids for the two types of trail (wood chunk surfacing at grade or elevated pressure treated wood platforms) on a unit price basis (cost per lineal foot) that can be implemented within 12 months of the receipt of bids.

Questions regarding the bid shall be submitted in writing to the Architect by 5:00PM on Monday, March 2, 2020. Questions can be mailed or hand delivered to the above address or emailed to:

alamson@flbarch.com

The Owner is currently seeking administrative approval from the South Windsor Inland Wetland Agency. We anticipate that approval at about the same time as the bids are due.

Bids shall include completion of the Bid Form (Section 004332 of the Specifications) together with any other information that the Bidder would like the Owner to know about their firm.

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Due Date: March 5, 2020.
 - 2. Bid Time: 2:00 p.m., local time.
 - 3. Location: 19 Silver Lane, East Hartford, CT 06118
- B. Bids will be thereafter privately opened.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 DOCUMENTS

- A. Printed Procurement and Contracting Documents: Obtain after January 20, 2020 by contacting Owner's Representative. Documents will be provided to prime bidders only; only complete sets of documents will be issued.

1.5 TIME OF COMPLETION

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

1.6 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

END OF DOCUMENT 001116

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.

- 1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

END OF DOCUMENT 002113

DOCUMENT 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. Instructions to Bidders for Project consist of the following:
1. AIA Document A701, "Instructions to Bidders" a copy of which is bound in this Project Manual.
 2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

- A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS

- A. Add Section 2.1.3.1:
1. 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner. A permit from the South Windsor Inland Wetland Agency will be obtained by the Owner.
- B. Add Section 2.1.5:
1. 2.1.5 - The Bidder is a properly licensed Contractor according to the laws and regulations of Connecticut and meets qualifications indicated in the Procurement and Contracting Documents.
- C. Add Section 2.1.6:
1. 2.1.6 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.
- D. 3.4 - Addenda:
1. Delete Section 3.4.3 and replace with the following:
 - a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.
 2. Add Section 3.4.4.1:

- a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:
 - 1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
 - 2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.4 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:

- 1. Add Section 4.1.1.1:
 - a. 4.1.1.1 - Printable electronic Bid Forms and related documents are available from Owner's Representative.
- 2. Add Section 4.1.8:
 - a. 4.1.8 - The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.
- 3. Add Section 4.1.9:
 - a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.
- 4. Add Section 4.1.10:
 - a. 4.1.10 - Bids shall include sales and use taxes. Contractors shall show separately with each monthly payment application the sales and use taxes paid by them and their subcontractors.

B. 4.3 - Submission of Bids:

- 1. Add Section 4.3.1.2:
 - a. 4.3.1.2 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

C. 4.4 - Modification or Withdrawal of Bids:

- 1. Add the following sections to 4.4.2:

- a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
- b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

D. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:

1. Add Section 4.6:

- a. 4.6 - Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling ten percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

1.5 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.2 - Rejection of Bids:

1. Add Section 5.2.1:

- a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.6 ARTICLE 6 - POSTBID INFORMATION

A. 6.1 - Contractor's Qualification Statement:

1. Add Section 6.1.1:

- a. 6.1.1 - Submit Contractor's Qualification Statement no later than two business days following Architect's request.

B. 6.3 - Submittals:

1. Add Section 6.3.1.4:

- a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

1.7 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:

1. Add Section 7.1.1.1:

- a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

B. 7.2 - Time of Delivery and Form of Bonds:

1. Delete the first sentence of Section 7.2.1 and insert the following:

- a. The Bidder shall deliver the required bonds to Owner no later than ten days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

2. Delete Section 7.2.3 and insert the following:

- a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.8 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Add Article 9:

- 1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Owner's Representative, in such number of counterparts as Owner may require.
- 2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.

3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.
4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 002213

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Evergreen Walk Trail.
- C. Project Location: South Windsor, CT.
- D. Owner: Evergreen Walk, LLC
- E. Architect: FLB Architecture & Planning, Inc.
- F. Architect Project Number: 99508.00

1.2 BID FORM SUPPLEMENT

- A. This form is required to be submitted as the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Removal of soil, cleaning & grubbing, fabric installation, and installation of bark mulch, 5'-0" wide where shown/required as trail.
 - 1. _____ Dollars (\$_____) per linear foot.
- B. Unit-Price No. 2: Construction and installation of wood walkway, including clearing where necessary 5'-0" wide where shown/required as wood walkway.
 - 1. _____ Dollars (\$_____) per linear foot.

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ____ day of _____, 2013.
- B. Submitted By: _____ (Insert name of bidding firm or corporation).

EVERGREEN WALK, LLC
EVERGREEN WALK TRAIL
99508.00

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: _____ (Type or print name).

E. Title: _____ (Owner/Partner/President/Vice President).

END OF DOCUMENT 004322

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 PROJECT INFORMATION

- A. Project Identification: Evergreen Walk Trail
 - 1. Project Location: Evergreen Walk, Buckland Road, South Windsor, CT.
- B. Owner: Evergreen Walk, LLC.
- C. The Work consists of Construction of approximately 4,000 linear feet of walking trail..

1.2 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor will have full use of site indicated, and as follows:
 - 1. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to 5 feet on either side of trail route.
 - 2. Wetland Areas: Do not disturb any wetland area beyond the limits noted above.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 UNIT PRICES

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- C. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

1.2 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least seven days before the initial Application for Payment. Break down the Contract Sum into at least one line item for each Specification Section in the Project Manual table of contents. Coordinate the schedule of values with Contractor's construction schedule.
 - 1. Arrange schedule of values consistent with format of AIA Document G703(attached).
 - 2. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - 4. Provide separate line items in the schedule of values for initial cost of materials and for total installed value of that part of the Work.
 - 5. Provide a separate line item in the schedule of values for each allowance.
- B. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- C. Submit three copies of each application for payment according to the schedule established in Owner/Contractor Agreement.
 - 1. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor.
 - 2. With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

3. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - a. Include insurance certificates, proof that taxes, fees, and similar obligations were paid, and evidence that claims have been settled.
 - b. Include affidavit of release of liens on AIA Document G706A.
 - c. Include consent of surety to final payment on AIA Document G707.
 - d. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

1. Unit Price No. 1: Removal of soil, clearing & grubbing, fabric installation, and installation of bark mulch, 5'-0" wide where shown/required as trail.
2. Unit Price No. 2: Construction and installation of wood walkway, including clearing where necessary, 5'-0" wide where shown/required as wood walkway.

END OF SECTION 012000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUBSTITUTION PROCEDURES

- A. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Submit requests within 10 days after the Notice of Award.
 - 2. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
- C. Owner's Representative will review proposed substitutions and notify Contractor of their acceptance or rejection. If necessary, Owner's Representative will request additional information or documentation for evaluation.
 - 1. Owner's Representative will notify Contractor of acceptance or rejection of proposed substitution within days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- D. Do not submit unapproved substitutions on Shop Drawings or other submittals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 CONTRACT MODIFICATION PROCEDURES

- A. Owner's Representative will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."
- B. Owner-Initiated Proposal Requests: Owner's Representative will issue a detailed description of proposed changes in the Work.
 - 1. Proposal Requests are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 20 days, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time.
- C. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
- D. On Owner's approval of a Proposal Request, Owner's Representative will issue a Change Order for signatures of Owner and Contractor on AIA Document G701, for all changes to the Contract Sum or the Contract Time.
- E. Owner's Representative may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- F. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 – PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section “Contract Modification Procedures” for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section “Unit Prices” for administrative requirements governing use of unit prices.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor’s Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor’s Construction Schedule.
 - 2. Submit the Schedule of Values to Owner’s Representative at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment, as the phase is initiated.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Owner
 - c. Contractor’s name and address.
 - d. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Owner's Representative and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Application for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner's Representative will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When a application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Application for Payment of Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but no limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01290

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.2 SUBSTANTIAL COMPLETION PROCEDURES

- A. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- B. Submittals Prior to Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
 - 1. Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work.
 - 2. Submit closeout submittals specified in other sections.
 - 3. Submit maintenance material submittals.
- C. Procedures Prior to Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Remove temporary facilities and controls.
 - 3. Complete final cleaning requirements, including touchup painting.
- D. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner's Representative will proceed with inspection or advise Contractor of unfulfilled requirements. Owner's Representative will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

1.3 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment.
 - 2. Submit certified copy of Owner's Representative Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner's Representative.

- B. Submit a written request for final inspection for acceptance. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Existing Conditions: The existence and location of underground and other utilities are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.2 CONSTRUCTION LAYOUT AND FIELD ENGINEERING

- A. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks.

3.3 INSTALLATION

- A. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

END OF SECTION 017000

SECTION 060500– TRAIL CONSTRUCTION

PART 1 – GENERAL

1.1 SECTION REQUIREMENTS

- A. This Work consists of the clearing, grubbing, preparation and installation of a trail system

PART 2 – PRODUCTS

2.1 Geosynthetics

A. Geotextiles

1. Use geotextiles, alone or in combination with other geosynthetics that meet the following Class B requirements for subsurface drainage as specified in AASHTO M288.
 - (a) Grab strength at 50 percent elongation
ASTM D4532-91.....355 N min.
 - (b) Seam Strength
ASTM D4632.....310 N min.
 - (c) Puncture Strength
ASTM D4833-88.....110 N min.
 - (d) Mullen Burst
ASTM D3786-87.....900 kPa min.
 - (e) Trap Tear Strength
ASTM D4533-91.....110 N min.
 - (f) Material Structure.....Nonwoven (all purpose) or Slit
Film (for reinforcement or
Separation.
 - (g) Polymer Composition.....Polypropylene
 - (h) Apparent Opening
ASTM D4751-87..... .30 mm max.
 - (i) Permittivity
ASTM D4491-92.....4060 liters/minute/m2 min.
 - (j) Ultraviolet Degradation.....70 at 150 hours

B. Treated Structural Timber and Lumber

1. Conform to AASHTO M 168. Furnish an inspection certification from an agency accredited by the American Lumber Standards Committee for the species and grade. Mark all pieces with the inspection service, grade designation, species, and inspector identity.
2. Season and dry all structural timber and lumber before fabrication. Do not use material that is twisted, curved, or otherwise distorted.
3. Field treat the following untreated timber surfaces in accordance with AWWA standard M4
 - (a) All ends and tops and all contact surfaces of posts, sills and caps
 - (b) All ends, joints and contact surfaces of bracing
 - (c) All timbers in contact with earth
4. Use wood preservative treatment methods meeting the requirements of

AASHTO M 133.

5. Field treat all cuts, abrasions, drilled holes, and recesses that occur after initial preservative treatment in accordance with the requirements specified in AWPAs Standard M4, Standard for the Care of Pressure-Treated Wood Products. Plug all unused holes with preservative-treated plugs. Perform all field-applied preservation treatment with necessary precautions so as to prevent soil and/or water contamination.
6. Handle treated timber according to the Consumer Information Sheet published by AWPAs. Do not cut, frame, or bore treated timber after treatment unless field treated after work as described above. Handle treated timbers carefully and do not drop, damage outer fibers, or penetrate the surface with tools.

B. Hardware

1. Use nails of standard form (ASTM F 1667), wood screws (ANSI/ASME B 18.6.1), hex headed bolts and nuts (ASTM A307), lag screws (ASTM A307 and ANSI/ASME B18.2.1), carriage bolts (ASTM A307), and drift pins and dowels (ASTM A307) as shown on drawings or otherwise needed for a complete job.
2. Fabricate washers from gray iron or malleable iron castings unless structural washers are specified. Use malleable iron washers with a diameter approximately four times the bolt diameter under all bolt heads and nuts in contact with wood.
3. Galvanize all hardware according to AASHTO M232 or cadmium plate all hardware according to ASTM B 7666 class 12, type III. Ensure that all fasteners including nails, spikes, bolts, washers and timber connectors, other than malleable iron, are galvanized.
4. Final tighten all nuts to provide proper bearing and snug tight condition. Snug tight is defined as sufficient tightness to bring faces of members into firm contact with each other. Cut off excess bolt lengths of more than 1 inch. After final tightening, check or burr all bolts effective with a pointing tool to prevent loosening of the nuts.

C. Chunk Wood Surfacing

1. This Work consists of construction of chunk wood surfacing, including excavation, furnishing, hauling, and placing chunk wood, compacting surfacing, and associated barriers, ditches, and approach sections.
2. Construct chunk wood surfacing as shown on the plans.

PART 3 – EXECUTION

3.1 Preparation

A. Construction

1. Remove loose rocks that are larger than 2 inches at their greatest dimension from the trail bed. Remove any loose rock in drainage dips or ditches that may impede water flow off the trail and can be removed by hand.
2. Fill any holes remaining from rock removal with suitable material and compact. Scatter the rock by side-casting to the lower side of the trail way beyond the clearing limits and distribute rock to ensure that no blockage of drainage or creation of a window occurs. Do not dispose of waste materials in watercourses.
3. Shatter any protruding rocks in the trail that are too large to be pried out with a

pick and bar by using a rock sledge. Remove the protrusion down to 4 inches below the trail surface. Fill any resulting depression with suitable material and compact by tamping.

5. Root removal: Remove exposed tree roots on or in the trail bed that are greater than 1 inch in diameter. Cut embedded roots that project above the trail surface flush with the excavated area. Scatter removed roots on the lower side of the trail way beyond the clearing limits and outside of watercourses. Fill holes caused by root removal with suitable material and compact to form a smooth surface.
 6. Remove all duff and debris from within the trailway limits and uniformly spread outside the clearing limits. Do not obstruct drainage or create piles, berms, or windrows of debris.
 7. Minor deviations of 12 inches in vertical alignment and 36 inches in horizontal alignment with smooth transitions of at least 30 feet on each side of the deviation are acceptable.
 8. Where shown on the plans, place geosynthetics flat and parallel to centerline of trail before placing surfacing material. Install anchors and fasteners as recommended by the geosynthetic manufacturer.
- B. Wood construction
1. Bore holes for bolts and dowels 1/16 inch smaller than that of the bolt or dowel to be used.
- C. Surfacing
1. This work consists of furnishing, hauling, placing and compacting surfacing and other associated work. Trail surfacing will be covered by Chuck Wood Surfacing.
 3. Prepare and finish subgrade. Prepare and finish trail-bed and obtain approval of Owner before placing surfacing material.
- D. Payment
1. The accepted quantities will be paid at the contract price per unit of measurement as described in these Specifications.

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: ICC-ES evaluation reports for wood-preservative treated wood.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: Provide dressed lumber, S4S, marked with grade stamp of inspection agency.

2.2 TREATED MATERIALS

- A. Preservative-Treated Materials: AWWPA U1; Use Category UC2 and Use Category UC4a for items in contact with the ground.
 - 1. Use treatment containing no arsenic or chromium.
 - 2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
 - 3. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- B. Provide preservative-treated materials for all rough carpentry unless otherwise indicated.
 - 1. Wood , nailers, blocking, stripping, and similar members.
 - 2. Wood framing members that are less than 18 inches (460 mm) above the ground.

2.3 FRAMING

- A. Dimension Lumber:
 - 1. Maximum Moisture Content: 19 percent thickness or less.
 - 2. Exposed Framing: Provide material hand-selected for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.

2.4 MISCELLANEOUS PRODUCTS

- A. Fasteners: Size and type indicated. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

1. Power-Driven Fasteners: CABO NER-272.
2. Bolts: Steel bolts complying with **ASTM A 307, Grade A** (**ASTM F 568, Property Class 4.6**); with **ASTM A 563** (**ASTM A 563M**) hex nuts and, where indicated, flat washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Do not splice structural members between supports unless otherwise indicated.
- D. Securely attach rough carpentry to substrates, complying with the following:
 1. CABO NER-272 for power-driven fasteners.
 2. Table 2304.9.1, "Fastening Schedule," in the IBC.

END OF SECTION 061000

SECTION 221413 - FACILITY STORM DRAINAGE PIPING FOR USE WITH WOOD WALKWAY

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product.
2. For solvent cements and adhesive primers, documentation including printed statement of VOC content.

PART 2 - PRODUCTS

2.1 PIPES AND FITTINGS

1. Solder: ASTM B 32, lead free with ASTM B 813, water-flushable flux.
- B. PVC Plastic, DWV Pipe and Fittings: ASTM D 2665, Schedule 40, with PVC socket type fittings made to ASTM D 3311, drain, waste, and vent patterns.
 1. Adhesive Primer: ASTM F 656.
 - a. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 2. Solvent Cement: ASTM D 2564.
 - a. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect and test piping units following procedures of authorities having jurisdiction.

END OF SECTION 221413

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations. Avoid unnecessary intrusion into adjacent inland wetland areas.
- B. Utility Locator Service: Notify "Call Before You Dig" for area where Project is located before site clearing.
- C. Do not commence site-clearing operations until temporary erosion- and sedimentation-control measures are in place.
- D. Soil Stripping, Handling, and Stockpiling: Perform only when topsoil is dry or slightly moist.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect remaining trees and shrubs from damage and maintain vegetation. Employ a licensed arborist to repair tree and shrub damage. Restore damaged vegetation. Replace damaged trees that cannot be restored to full growth, as determined by arborist.
- D. Do not store materials or equipment or permit excavation within drip line of remaining trees.
- E. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent wetland areas, according to requirements of the South Windsor Inland Wetland Agencies approval condition.

3.2 SITE CLEARING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.

1. Grind down stumps and remove roots, obstructions, and debris to a depth of 12 inches (450 mm) below exposed subgrade.
 2. Chip brush, branches, and trees and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
- C. Remove existing above- and below-grade improvements as found and as necessary to facilitate new construction.

END OF SECTION 311000

SECTION 329200 - TURF AND GRASSES

PART 1 - PRODUCTS

1.1 GRASSES FOR SEEDING

A. Grass Seed by Species:

1. Quality: State-certified seed of grass species, as listed below for solar exposure.
2. Quality: Seed of grass species as listed below for solar exposure, with not less than percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed.
3. Seed Mixture for Full Sun: Kentucky bluegrass (*Poa pratensis*), minimum three cultivars.
4. Seed Mixture for Shade: Proportioned by weight as follows:
 - a. 50 percent chewings red fescue (*Festuca rubra* variety).
 - b. 35 percent rough bluegrass (*Poa trivialis*).
 - c. 15 percent redtop (*Agrostis alba*).

1.2 FERTILIZERS AND MULCHES

- ##### A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen; 1 lb/1000 sq. ft. (0.5 kg/100 sq. m) of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

PART 2 - EXECUTION

2.1 PREPARATION

- ##### A. Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Moisten before planting.

2.2 PLANTING

- ##### A. Seeding: Evenly distribute seed by sowing with spreader or seeding machine in two directions at right angles to each other. Rake seed lightly into top 1/8 inch (3 mm) of topsoil, roll lightly, and water with fine spray. Protect seeded areas by spreading straw mulch at rate of 2 tons/acre (42 kg/92.9 sq. m) with 1-1/2 inches (38 mm) in loose thickness.
1. Seeding Rate: 3 to 4 lb/1000 sq. ft. (1.4 to 1.8 kg/92.9 sq. m).

- B. Hydroseeding: Mix specified seed, commercial fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Uniformly blend into a homogeneous slurry.
1. Apply slurry uniformly at a rate so that mulch component is deposited at not less than **1500-lb/acre** (**15.6-kg/92.9 sq. m**) dry weight, and seed component is deposited at not less than the specified seed-sowing rate.
 2. Seeding Rate: **3 to 4 lb/1000 sq. ft.** (**1.4 to 1.8 kg/92.9 sq. m**).
- C. Meadow Seeding: Sow seed with spreader or seeding machine. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
1. Sow seed at a total rate of **5 oz./1000 sq. ft.** (**142 g/92.9 sq. m**).
 2. Brush seed into top **1/16 inch** (**1.5 mm**) of soil, roll lightly, and water with fine spray.
 3. Protect seeded areas by applying compost mulch after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of **3/16 inch** (**4.8 mm**), and roll surface smooth.

END OF SECTION 329200