

14 April 2016

REGULAR MEETING MINUTES
BOATHOUSE/HAINS PARK IMPROVEMENTS COMMITTEE

7:00 p.m., MEETING HALL, OLD LYME TOWN HALL

PRESENT

PG	Paul Gianquinto	Co-Chairman
PF	Paul Fuchs	Co-Chairman
DB	Don Bugbee	
GH	Greg Hack	
JP	John Parker	
JF	John Flower	Ex-Officio
BR	Bonnie A. Reemsnyder	Ex-Officio
SS	Skip Sibley	Ex-Officio

ABSENT

BS	Brian Schuch	Secretary
KB	Ken Biega	
PC	Phil Carney	
RD	Bob Dunn	
JR	John Rhodes	Ex-Officio
AR	Andy Russell	Ex-Officio

CALL TO ORDER> **PG** 7:15 p.m.

1. ADDITIONS TO THE AGENDA

None.

2. CORRESPONDENCE

C. Franks notified **PG** that Mr. Rich Mulligan had contacted Town Hall about handicapped accessibility at the Boathouse. **PG** subsequently spoke to Mr. Mulligan, e-mailed him a Site Plan and invited him to attend the BHPIC meeting to discuss his concerns; e-mail attached.

3. BUDGET UPDATE

Tabled due to **RD**'s absence.

4 OLD BUSINESS

a. Toilet Building Improvements

JF stated that he was willing to work with a local designer to develop the plans for the Toilet Building renovation. **PG** confirmed that Nina Peck had no objections to someone else doing that design work.

MOTION> PG (GH) To create a subcommittee consisting of **JF, RD** and **DB** to work with a local design professional to develop the Toilet Building renovation plan and report back to the BHPIC with their proposal. 5-0-0

b. Pavilion

GH reported that he had attended a meeting of the Rogers Lake Authority, and they mentioned that any pavilion might be better sited closer to the playground than adjacent to the Toilet Building. **PF** suggested that the size and location of a pavilion should be discussed with all Park stake-holders and reviewed by all applicable Town committees. **BR** and **SS** stated that the pavilion was not part of the project presented to the Town and if the Committee would like to include that as part of the non-STEAP work, it would have to be presented/approved at a Town Meeting.

c. Park Accessibility

PG asked **JF**:

- If reinforced turf surface was acceptable surface for handicapped parking
- If a compacted stone dust surface was acceptable as a handicapped accessible path
- What ADA would accept as a method of designating/marketing handicapped parking on a gravel surface such as that in the existing parking area.

JF will research and report back to the Committee.

5. NEW BUSINESS

a. Approve Printing Invoices

MOTION> PG (PF) to approve payment of Ciel Inc:
Invoice 2660 dated 3 Mar 16 in the amount of \$56.00
Invoice 2780 dated 11 Apr 16 in the amount of \$10.50. 5-0-0

b. Reports on Meetings

PG reported that he and **BR** attended the ZBA special meeting on 5 Apr where the Boathouse was the only public hearing. **PG** described the project, provided a graphic showing the variances required and submitted letters of endorsement from abutters and town residents; the ZBA approved the three variances requested.

BR reported that she and **GH** had attended the P&R meeting on 7 Apr and that she explained that the BHPIC was proceeding with the Zoning Special Permit Application with the intent of going out to bid and starting construction as soon as possible. **GH, JF** and **DB** all said the meeting was cordial and productive.

PG reported that he and **BR** submitted the project to the Zoning Commission on 11 Apr; the Commission accepted the application and set the public hearing for their next meeting on 9 May.

c. Sample Contract Documents

PG distributed samples of the following for the Committee members to review prior to the next meeting; DAS Advertisement, General Instructions to Bidders, Payment Bond, Performance Bond, Town Hall AIA Contract, Town Woods Contract. **BR** will forward the documents to Garcia and Milas so they can submit a fee proposal for their review.

6. APPROVAL OF MINUTES

Approval of the 11 Feb 16 minutes was tabled.

7. PUBLIC COMMENTS

None.

8. ADJOURNMENT

MOTION> PG (JP) 8:10 p.m. 5-0-0

The next meeting is a Special Meeting scheduled for 28 Apr 16 at 7:00 p.m.

ADVERTISEMENT

The Selectmen for the Town of Old Lyme, Connecticut, will receive sealed bids in triplicate for the **Hains Park Boathouse Project**, Old Lyme, Connecticut, until **2:00 p.m.** Local Time on **November 17, 2014**, at the Old Lyme Town Hall, 52 Lyme Street, Old Lyme, CT, 06371, at which time and place all bids will be publicly opened and read aloud. Late bids or bids received at any other location will not be accepted.

The Hains Park Boathouse Project includes, but is not limited to: the installation and maintenance of temporary erosion and sedimentation controls, demolition of the existing Emerson Boathouse including foundations and slab, demolition of the existing bituminous basketball court, construction of a new boathouse and associated site utilities, construction of a new basketball court and installation of miscellaneous site improvements.

A mandatory pre-bid meeting and site walk will be held at **9:00 a.m. on October 30, 2014**; bidders that attended the pre-bid on October 25 are not required to attend this meeting. Attendees will meet at the Hains Park Emerson Boathouse, 166 Boston Post Road, Old Lyme, CT. Bid Set drawings are available for viewing on the Town's website <http://www.oldlyme-ct.gov> under Current Projects.

Contract documents will be available for review at the First Selectman's office, Old Lyme Town Hall, 52 Lyme Street, Old Lyme, Connecticut 06371, after **9:00 a.m., October 27, 2014**. Copies of the contract documents for the work may be obtained in person from the First Selectman's office after **9:00 a.m., October 27, 2014**, upon receipt of a non-refundable deposit of \$50.00 in cash or check made payable to the TOWN OF OLD LYME. Call Town Hall at 860-434-1605, x-212 prior to pick-up to ensure document availability.

Any request from a prospective bidder for the interpretation of the meaning of the Contact Drawings, Specifications or other Contract Documents shall be submitted by e-mail to selectmansoffice@oldlyme-ct.gov with the words "Questions for Boathouse Project" in the subject heading, and to be given consideration must be received by **4:30 p.m. on November 7, 2014**. All bidder questions and answers will be posted to the Town website under Current Projects no later than **4:30 p.m. on 10 November, 2014**.

Each bid shall be accompanied by a bid security in the amount of five percent of the value of the bid in the form described in the Information for Bidders.

A payment and performance bond in the amount of 100 percent of the contract price will be required on the forms provided in the Instruction for Bidders.

Bidder's attention is called to the requirements as to conditions of employment to be observed:

Project Funding Source: The principle funding source for this project is a State of Connecticut, DEEP, Small Town Economic Assistance Program (STEAP) grant. As such there are State of Connecticut contractor requirements that must be met and/or paperwork that must be submitted.

Minority/Women Contractors: DEEP grantees and their general contractors, according to Administrative Regulations issued by the Connecticut Commission on Human Rights and Opportunities to implement Connecticut General Statutes (CGS) 4a-60 and 4a-60g, are required to make "good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials" on State funded projects.

State Wage Rates: Minimum state wage rates are required to be paid and State payroll submission requirements are required under the contract.

No bidder may withdraw his bid after the actual bid opening.

The Town of Old Lyme reserves the right to waive any informalities, irregularities or defects in bids, to reject any or all bids, to accept a bid other than that containing the lowest dollar amount, and to accept a bid that, in their sole discretion, is in the best interests of the Town of Old Lyme.

**THE SELECTMEN
TOWN OF OLD LYME, CONNECTICUT**

**GENERAL INSTRUCTIONS TO BIDDERS
FOR THE
OLD LYME HAINS PARK BOATHOUSE**

1. SUBMISSION OF BIDS:

Bids must be made in accordance with the following instructions and format provided in the Bid Form, and must be fully completed.

2. RECEIPT OF CONTRACT DOCUMENTS:

Upon receipt of the Bid Package the bidder shall immediately check that all documents listed in item 4 of these instructions and all documents in the Plan and Specification List have been received. If an item(s) is missing contact the Town of Old Lyme Selectman's Office immediately.

3. PRE-BID CONFERENCE:

The Pre-Bid Conference/Site Walk will be held at 10:00 a.m. on October 25, 2014 at Hains Park, 166 Boston Post Road, Old Lyme, CT 06371. Agenda items include review of bidding procedure, bid format, site utilization, schedule, scope, questions and answers. Minutes will be forwarded to all plan holders and published on the Town's website.

4. EXAMINATION OF SITE AND CONTRACT DOCUMENTS:

- A. Before submitting a bid, the bidder is required to carefully examine the Contract Documents, visit the site, note existing facilities, conditions and limitations affecting the work to be performed under this Contract. Include all costs for same.
- B. By submitting a bid, the bidder agrees he has examined the Contract Documents, has visited the site, noted all conditions and limitations affecting the work and fully understands the nature of the work, general and local conditions, and accepts the AIA contract form, a sample of which is included in the bid documents.
- C. By submitting a bid, the bidder agrees that he will not make any claim for damages or additional compensation because of lack of information, or because of any misunderstanding, or because of any misinterpretation of the requirements of the Contract.
- D. The Contract Documents (bid package) include the following:
 - 1. General Instruction to Bidders
 - 2. Bid Form (when issued)
 - 3. Sample Contract Between Owner and Contractor
 - 4. General Conditions of the Contract for Construction
 - 5. State of Connecticut Department of Labor Wage and Workplace Standards Division Minimum Rates and Classifications (when issued)
 - 6. CHRO Contract Compliance Regulations Notification to Bidders
 - 7. Drawings and Specifications as Listed
 - 8. Supplements (when issued)
 - 9. Pre-Bid Conference Meeting Minutes (when issued)

5. SUBMISSION OF BIDS:

- A. Submit one (1) original bid and one (1) copy of the bid, original signatures are to be on both bid forms, sealed in an envelope plainly marked in the upper left hand corner with the name of the bidder, the words "BID DOCUMENT". The project name, as well as the bid date and time shall be marked on the lower left hand corner of the envelope. If forwarded by mail or delivery service, the sealed envelope containing the bid must be enclosed in the delivery pouch addressed to:

First Selectman
Old Lyme Town Hall
52 Lyme Street
Old Lyme, Connecticut 06371

- B. The bids must be received at the above office by the time and date stipulated on the Bid Form. Faxed bids are not acceptable. Late bids will be rejected and returned unopened. All bids will be opened and publicly read aloud immediately following the closure of the bid period.

6. BID BOND:

Each Bid shall be accompanied by a bid security in the form of a Bid Bond in an amount not less than Five Percent (5%) of the total amount of the base bid drawn in favor of the Town of Old Lyme. Said surety shall be issued by a surety that is licensed to do business in the State of Connecticut and is rated A-(VII) or better by A.M. Best.

7. PREPARATION OF BIDS:

- A. Bid Forms shall be complete without alterations, erasures, corrections or qualifications.
- B. Bids containing conditions, omissions, alterations, items not called for, or irregularities of any kind, may be rejected for failure to comply with the requirements stated herein.
- C. Include the full business address of the bidder. Signature shall be in longhand and your name typed. Partnerships must sign the bid. In case of a bid submitted by a Corporation, the bid shall be signed by an officer duly authorized to sign on behalf of the Corporation.

8. EXPLANATION TO BIDDERS:

- A. The bidder shall, in the event of any discrepancies, omissions or errors in the Contract Documents, or in the event of doubt on the part of a bidder as to their intent or meaning, direct inquiries by e-mail to selectmansoffice@oldlyme-ct.gov with the words "Questions for Boathouse Project" in the subject heading and type the question in the body of the email, do not attach a separate form.
- B. Where appropriate, interpretations will be confirmed by bid Supplement to all plan holders. Information received from other than a published Supplement is not to be included in the bid response.
- C. Such bid supplements, issued during the bidding period, shall be acknowledged on the Bid Form and shall be included in the Contract at the time of award.

- D. Such supplements may or may not contain design document addenda issued by the project designers.

9. ACCEPTANCE OR REJECTION OF BIDS:

- A. Bids will be opened publicly and read aloud shortly after the bid closing time.
- B. **AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE TOWN OF OLD LYME RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF OLD LYME.**
- C. The Town of Old Lyme reserves the right to award a contract to the bidder considered best qualified for the work. The Town of Old Lyme may make such investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town of Old Lyme all such information and data for this purpose. The Town of Old Lyme reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town of Old Lyme that such bidder is properly qualified to carry out the obligations of the Contract. In considering past performance the Town of Old Lyme shall evaluate the skill, ability and integrity of bidders in terms of the bidders' fulfillment of contract obligations and of the bidders' experience or lack of experience with projects within the past five (5) years of similar nature, size and scope.
- D. Bidders, at the time the bid is submitted, must be prequalified with the State of Connecticut Department of Administrative Services (DAS) in accordance with C.G.S §4b-91. Bidders must include the DAS Update Statement with the bid or the bid will be rejected. Bidders are reminded that any bid/contract in excess of \$500,000 must be DAS prequalified, regardless of tier. The Town of Old Lyme will require verification of all subcontract values and prequalification status. Lower tier subcontractors without the appropriate DAS prequalification will not be permitted to work on the project.

10. FORM OF CONTRACT:

The successful bidder is required to execute an AIA Document 101-2007 Standard Form of Agreement between the Owner and Contractor, see attached sample.

After the Owner notifies a bidder that he has been successful, that bidder shall submit within five (5) days after receipt, the bonds referenced herein, the appropriate insurance certificates, and the executed contracts. Failure to do so within five (5) days after receipt of contract may be considered default under the obligation of the bid bond.

11. TAXES:

The public project is sales tax exempt in accordance with the State of Connecticut General Statutes. Bids must include all applicable taxes (sales & use, payroll, etc.) in the bid amount.

12. TAX BONDS:

If applicable, the successful bidder must become a “verified contractor” with the State of Connecticut Department of Revenue Services and provide a copy of the “Nonresident Contractor Notice of Verified Status” letter to the Construction Manager. In accordance with C.G.S §12-430(7), the successful bidder must provide the letter prior to the release of the first progress payment under the Contract or the Construction Manager must remit five percent (5%) of the total contract value directly to the State. This five percent withholding is in addition to the Project retainage. The Contractor must file a tax return with the State to receive the funds withheld for taxes.

13. SECURITY FOR FAITHFUL PERFORMANCE:

Bidders are to include the costs for a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond in the bid price. The required bond forms are attached.

14. PERMITS:

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Old Lyme. The Town will waive its application and permit fees for the Project. Each bidder shall include in his bid all costs for the State’s portion of the building permits as may be required for the work.

15. INSURANCE:

Each bidder and sub-bidder must include in his proposal all cost associated with providing insurance coverage as follows:

- Commercial General Liability - \$1,000,000
- Automobile Liability - \$1,000,000
- Excess/Umbrella Liability - \$5,000,000
- Worker’s Compensation must be provided in accordance with the Worker’s Compensation Laws of Connecticut
- Employer’s Liability - \$1,000,000

Any variation must be shown on a certificate submitted with the proposal for review.

Certificates of Insurance shall be delivered to the Town of Old Lyme within five (5) calendar days, following receipt of the Notice of Award letter and Contracts.

A Certificate of Insurance must be supplied to the Owner prior to any work commencing in the field.

16. TEMPORARY ON-SITE FACILITIES:

Each bidder must include in his bid all costs for installation, maintenance and removal of temporary sheds, field offices, telephone services, drinking water, temporary toilet facilities and dumpsters he may require.

17. ENGINEERING/LAYOUT:

Each bidder must include in his bid all costs for engineering, surveying and field measurements which will be required to complete the work.

18. LABOR STANDARDS - EEO:

All Suppliers and Trade Contractors employed on this project are required to implement an Equal Opportunity Program within their organization. Proper steps shall be taken to establish non-discrimination because of race, color, creed, sex, or national origin. The President's Executive Order No. 11246 and modifications thereto, as well as all other existing Federal and State Legislation on Equal Employment Opportunities will be adhered to in the carrying out of the Contract.

19. SMALL/MINORITY/WOMEN OWNED BUSINESS ENTERPRISES:

This contract is funded in part by a STEAP Grant administered by the Connecticut DEEP. The successful bidder shall comply with 4a-60 and 4a-60a of the Connecticut General Statutes (C.G.S.) and Sections 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies.

Bidders must complete, sign, and submit the "CHRO Contract Compliance Regulations Notification to Bidders" form with their bid. Bids not including this form shall be considered incomplete and will be rejected. This form is attached and can be found at:

<http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>

20. PAYROLLS:

The prevailing wage rates for the Project are subject to annual adjustment in accordance with §31-55a of the Connecticut General Statutes. Bidders shall anticipate and include all annual adjustments to the prevailing wages rates within the lump sum bid price. Subsequent to Contract award the Contractor will be required to submit certified payrolls monthly, in accordance with Connecticut law, on the forms provided by the Connecticut Department of Labor as a condition for payment.

21. DEBARMENT:

Bidders are to identify if they or any proposed subcontractors have been debarred in the past or are currently debarred from participating in any public works project, for the local, state or federal governments. If so, provide details of such debarment. Contractors who are currently debarred are unacceptable.

22. RETAINAGE

In accordance with Connecticut State law, retainage shall be five percent (5%).

23. EXPERIENCE MODIFICATION RATING

The bidder's Workers Compensation Experience Modification Rating (EMR) must be 1.0 or lower. Bidders with an EMR higher than 1.0 are permitted to submit a bid for this project, however, the Town of Old Lyme reserves the right to reject any or all bids from bidders with an EMR higher than 1.0. The 1.0 EMR limitation also applies to all lower tier trade subcontractors

for the project. Each Bidder shall include a copy with the bid of their most recent NCCI worksheet showing the current EMR. The successful bidder is required to perform all work on this project in accordance with all applicable federal, state and local laws governing safety, health and sanitation.

24. PROJECT MILESTONE SCHEDULE

The following Project Milestone Dates are currently anticipated, subject to change required to accommodate final bid date:

Contract Award	24 Nov 14
Demolition Start	1 Dec 14
Boat Bays Ready for Rack Installation (by Others)	9 Mar 15
2 Boat Bays Ready for Use by Owner	20 Mar 15
Final Completion	19 Jun 15

PERFORMANCE BOND

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS: That,

(Here insert the name and address, or legal title, of the Contractor)

as Principal, herein after called Principal, and

(Here insert the name and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto THE TOWN OF OLD LYME, 52 Lyme Street, Old Lyme, CT 06371 as Oblige, hereinafter called Oblige, in the amount of Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a contract with Oblige for the Hains Park Boathouse Project, in accordance with drawings and specifications prepared by Nina Cuccio Peck Architects which contract is by reference made a part hereof, and is hereinafter referred to as the contract. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said contract, and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and be declared by Oblige to be in default under the contract, the Oblige having performed Oblige's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein or;
- (2) Oblige after reasonable notice to Surety may, or Surety upon demand of Oblige may arrange for the performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;
- (3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of completing performance of the contract. If completed by the Oblige, and the reasonable cost exceeds the balance of the contract price the Surety shall pay to the Oblige such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the contract price as may be required to complete the contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Oblige to Principal under the contract and any amendments thereto, less the amounts heretofore properly paid by Oblige under the contract.

Any suit under this bond must be instituted before the expiration of (a) two years from the date on which final payment under the contract falls due; or (b) the applicable statute of limitations of the jurisdiction in which the bond is executed, whichever is later. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obliges named herein or the heirs, executors, administrators or successors of the Obliges.

Signed and sealed this _____ day of _____, 2011

IN THE PRESENCE OF:

(Principal)

(Witness)

(Title)

(Surety)

(Witness)

(Title)

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS: That,

(Here insert the name and address, or legal title, of the Contractor)

as Principal, herein after called Principal, and

(Here insert the full name and title)

as Surety, hereinafter called Surety, are held and firmly bound unto THE TOWN OF OLD LYME, 52 Lyme Street, Old Lyme, CT 06371 as Obligee, hereinafter called Obligee, in the amount of Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a contract with Obligee for the Hains Park Boathouse Project in accordance with drawings and specifications prepared by Nina Cuccio Peck Architects which contract is by reference made a part hereof, and is hereinafter referred to as the contract. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the contract, and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, 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, rental of equipment, payroll taxes, contributions for unemployment insurance, old age pensions and annuities which are measured by wages and/or salaries directly applicable to the contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee 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 Obligee 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) 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.
 - (b) 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.

Signed and sealed this _____ day of _____ 2011
IN THE PRESENCE OF:

(Principal)

(Witness)

(Title)

(Surety)

(Witness)

(Title)

Labor and Material Payment Bond, This bond is issued simultaneously with another bond in favor of the Obligee conditioned for the full and faithful performance of the contract.

ORIGINAL
CONTRACT
FILE

AIA[®] Document A101[™] – 1997

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the 26th day of April in the year of 2007

Twenty-sixth day of April, two-thousand seven

BETWEEN the Owner:

Town of Old Lyme
52 Lyme Street
Old Lyme, CT 06371

and the Contractor:

(Paragraphs deleted)
Rudolph Netsch Construction Company, Inc.
77 Spring Street
Chester, CT 06412

The Project is:

(Paragraphs deleted)
Old Lyme Memorial Town Hall
52 Lyme Street
Old Lyme, CT 06371

The Architect is:

(Paragraphs deleted)
Paul B. Bailey Architect LLC
110 Audubon Street
New Haven, CT 06510

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

Init.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement

(Paragraphs deleted)

shall be May 3, 2007.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 485 days from the date of commencement, or as follows:

(Paragraphs deleted)

Portion of Work	Substantial Completion Date
Phase One, as described in the Contract Documents	5/8/2008
Phase Two, as described in the Contract Documents	8/29/2008

subject to adjustments of this Contract Time as provided in the Contract Documents.

(Paragraphs deleted)

The Contractor acknowledges that the on time completion of the Project is a material inducement and an essential part of the bargain to the Owner. The Contractor guarantees that it can complete the Project within the Contract Time. Inasmuch as the damages and loss to the Owner that will result from the failure of the Contractor to complete the Work within the Contract Time will be most difficult or impossible to accurately assess, the damages to the Owner for such delay shall be liquidated in the amount of one thousand six hundred dollars (\$1,600.00) per day by which the Contractor shall fail to complete the Work or any part thereof in accordance with the provisions hereof and such liquidated damages shall not be considered a penalty. The liquidated damages shall apply to substantial completion of the entire Project. The Owner will deduct and retain out of any money due or to become due hereunder, the amount of the liquidated damages, and in case those amounts are less than the amount of liquidated damages, the Contractor shall be liable to pay the difference upon demand by the Owner.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Nine Hundred Ninety-Nine Thousand Six Hundred Thirty-Six dollars (\$2,999,636.00), subject to additions and deductions as provided in the Contract Documents.

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

(Paragraph deleted)

Add Alternate #1: Provide porcelain tile in lieu of quarry tile in lower lobby 001, corridor 002, break room 009, and elevator lobby 010.

Init.

Add Alternate #2: Remove existing radiators in thirteen (13) locations, patch and repair floor and walls as required to match adjacent materials and finishes.

Add Alternate #4:

- #1 Provide new sloped roof over existing EPDM low roof above offices 206 and 207 per alternate elevation sheet AB2.2 (the section of the building defined by these offices is called the dependency wing).
- #2 Remove existing windows where shown and provide new windows and trim in new locations (5 locations). Infill existing openings as necessary
- #3 Remove existing vinyl siding, trim, and existing wood clapboard siding down to the sheathing on rear and side elevations of existing dependency wing.
- #4 Install new hardi-plank clapboard siding and exterior trim at existing dependency wing.
- #5 Remove existing vinyl siding and trim and any existing wood clapboard siding and trim down to sheathing on rear and side elevations of ell on west side of building (the section of the building defined as the ell consists of offices 108, 109A, 109, 113, corridor 107, 204, 205 and 208).
- #6 Install new hardi-plank clapboard siding and exterior trim on the ell.
- #7 See Alternate Elevation Sheet AB2.2 for details.

Add Alternate #5:

- #1 Finish Offices 212 and 214. Work includes:
 - a. Underlayment and carpeting
 - b. Sheetrock ceiling, tape, and paint, including closet.
 - c. Install interior trim, including window and door casings, baseboard, cased opening into the closet and closet shelving, etc.
 - d. Paint walls and interior trim, including shelving.
 - e. Install heating and ventilating ductwork and grilles, etc.
 - f. Install all scheduled light fixtures.
 - g. Install switches and receptacles.

Alternate #6: Substitute historic window restoration and conversion by Connecticut Bi-Glass for replacement window sash.

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

Description	Units	Price
A. Section 02200 Earthwork		
1. Remove unsuitable fill or soil (Add)	per cu. yd.	\$14.00
2. Provide and install new fill material (Add)	per cu. yd.	\$36.00
3. Relocate, reuse and compact on site disturbed materials (Add)	per cu. yd.	\$30.00
4. Breaking and removing unforeseen rock (Add)	per cu. yd.	\$280.00
B. Section 09260 Gypsum Board Assemblies		
1. Installation of additional soffits (Add)	per sq. ft.	\$32.00
C. Section 06100 Rough Carpentry and 06200 Finish Carpentry		
1. Sheathing (Add)		
a. Roof Sheathing (Add)	per sq. ft.	\$1.25
b. Wall Sheathing (Add)	per sq. ft.	\$1.15
2. Rafters 2x12 (Add)	per lineal ft.	\$8.75

Init.

a. Rafters 2x10 to match existing (Add)	per lineal ft.	\$8.05
b. Rafters 2x8 to match existing (Add)	per lineal ft.	\$7.80
3. Cedar siding to match existing (Add)	per lineal ft.	\$4.80
4. Miscellaneous dimension lumber 2x4 (Add)	per lineal ft.	\$2.46
a. 2x6 (Add)	per lineal ft.	\$2.70
b. 2x8 (Add)	per lineal ft.	\$2.97
c. 2x10 (Add)	per lineal ft.	\$3.20
d. 2x12 (Add)	per lineal ft.	\$3.60
5. Miscellaneous pressure treated dimension lumber (Add)		
a. 2x4 (Add)	per lineal ft.	\$2.52
b. 2x6 (Add)	per lineal ft.	\$2.80
c. 2x8 (Add)	per lineal ft.	\$3.08
d. 2x10 (Add)	per lineal ft.	\$3.48
e. 2x12 (Add)	per lineal ft.	\$4.20
6. 3/4" T&G plywood subfloor (Add)	per 4' x 8' sheet	\$56.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment complying with all the requirements of the General Conditions of the Contract is received by the Architect not later than the 5th business day of a month, the Owner shall make payment to the Contractor not later than the 17th business day of the month. If an Application for Payment complying with all the requirements of the General Conditions of the Contract is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) business days after the Architect receives the Application for Payment.

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

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum

Init.

allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997, as modified and included in the Project Manual;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997, as modified and included in the Project Manual.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-seven percent (97 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997, as modified and included in the Project Manual.

§ 5.1.8

(Paragraphs deleted)

Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraphs deleted)

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, as modified and included in the Project Manual, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997, as modified and included in the Project Manual.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997, as modified and included in the Project Manual.

Init.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2

(Paragraphs deleted)

§ 7.3 The Owner's representative is:

(Name, address and other information)

**Robert J. Sullivan, Jr.
65 Westridge Road, Unit E-4
New London, CT 06320
(860) 867-6183**

§ 7.4 The Contractor's representative is:

(Name, address and other information)

**Allan Zack
Project Superintendent
Rudolph Netsch Construction Company, Inc.
77 Spring Street
Chester, CT 06412**

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

If the Owner or Architect has reasonable objection to the Contractor's representative, the Contractor must submit an acceptable substitute person or entity to the Owner.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997, as modified herein.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997 with additions and deletions noted, dated March 12, 2007.

§ 8.1.3

(Table deleted)

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section

(Paragraphs deleted)

8.1.2.

(Table deleted)

§ 8.1.5 The Drawings are as follows, and are dated April 18, 2007 unless a different date is shown below:

(Paragraphs deleted)

L-1 Landscape Plan	3/12/2007
L-2 Landscape Notes and Details	3/12/2007
G-1 Abbreviations, Notes and Legend	3/12/2007
C-1 Existing Conditions and Demolition Plan	3/12/2007

Init.

C-2 Proposed Civil Plan	3/12/2007
C-3 Civil Details	3/12/2007
C-4 Civil Details	3/12/2007
C-5 Civil Details	3/12/2007
C-6 Civil Details	3/12/2007
C-7 Soil Erosion and Sediment Control Plan	3/12/2007
C-8 Soil Erosion and Sediments Control Plan	3/12/2007
A1.7 Reflected Ceiling Plans	4/19/2007
AB1.1 Floor Plans Bid Alternate #1 and #2	3/12/2007
AB2-2 Bid Alternate #4 Exterior Elevations	4/19/2007
S1.0 Foundation Plan	3/29/2007
S1.1 First Floor Framing Plan	3/29/2007
S1.2 Low Roof & First Floor Framing Plan	3/29/2007
S1.3 Main Roof Framing Plan	3/29/2007
S1.4 Exterior Wall Framing	3/29/2007
S2.0 Foundation Details	3/12/2007
S2.1 Structural Details	3/12/2007
S2.2 Structural Details	3/12/2007
S2.3 Structural Details	3/12/2007
MZ1.0 HVAC Zoning Plans	3/12/2007

(Table deleted)

§ 8.1.6 The Addenda, if any, are as follows:

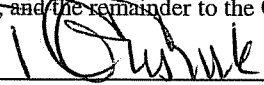
Number	Date	Pages
Addendum #1	March 19, 2007	4 pages
Addendum #2	March 23, 2007	8 pages
Addendum #3	March 30, 2007	24 pages
Addendum #4	April 2, 2007	28 pages
Addendum #5	April 2, 2007	1 page

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(Paragraphs deleted)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.



 OWNER (Signature)

Timothy Griswold
 First Selectman, Town of Old Lyme



 CONTRACTOR (Signature)

Rudolph Netsch
 Duly authorized, Rudolph Netsch
 Construction Company, Inc.

4/26/07

(Row deleted)

Init.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2008

PRODUCER (860)848-2201 FAX (860)848-2207
Curtin Insurance Agency, Inc.
620 Route #32, Box 387
Uncasville, CT 06382-0387

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED RUDOLPH NETSCH CONSTRUCTION
77 SPRING ST
CHESTER, CT 06412

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	
INSURER B: National Grange Mutual	14788
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CPP0255545-10	07/01/2008	07/01/2009	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	CAA0255546-10	07/01/2008	07/01/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY	CU068845	07/01/2008	07/01/2009	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCA0255547-10	07/01/2008	07/01/2009	WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
B		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Old Lyme Memorial Town Hall

Additional Insured: The Town of Old Lyme Owner and its Agents for certified coverages in regard to commercial liability and commercial auto

CERTIFICATE HOLDER

Town of Old Lyme
52 Lyme Street
Old Lyme, CT 06371

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Justin Cook/GT

Justin M. Cook

Town Woods Park Building Contract

This contract, dated 12 October 2004, is by and between the following Owner and Contractor:

- Owner: 1. Town of Old Lyme, Attn: Timothy C. Griswold, First Selectman
52 Lyme Street, Old Lyme, CT 06371
2. Town of Lyme, Attn William T. Koch, First Selectman
Rte 156, Lyme, CT 06371

Property address: 26 Town Woods Road

Telephone: Old Lyme: 860-434-1605 Lyme: 860-434-7733

Contractor: S.D. Hallahan Housewright, Inc., Steven D. Hallahan, President
1250 Boston Post Road, Old Saybrook, CT 06475

Telephone: days: 860-388-1564 eve: 860-434-2580

1. GENERAL

This contract is for the following work and materials to be performed by the Contractor on the property address above. The project is generally described as follows: Construction of a new 1908 square foot recreational building at the site of the Town Woods Sports Complex as shown in drawings labeled Lyme /Old Lyme Athletics, Nina Cuccio Peck Architecture and Interiors drawings A2.0, A2.1, A2.2, A3.1, A5.1, A6.1, A6.2 and E2.1 dated 5/28/04. The contract consist of this document, any plans or specifications or exhibits referenced herein, and the General conditions following the signature page. Change orders shall be in writing and shall become a part of this contract.

2. PRICE

The Contract Price is \$230,919.98 (See attached rough draft budget dated May 11,2004). Any cost savings resulting from discounts provided by the Contractor's vendors will be passed along to the Owner. The Contractor must inform the Owner in writing of any anticipated increases in the costs, as detailed in the draft budget, and the Owner must agree to pay the increases. Invoices shall be submitted bi-monthly as costs are incurred and shall include copies of invoices for material and subcontractors. Labor will be billed at \$47.00 per man-hour. There will be no charge for the labor of Steven D. Hallahan. Materials and subcontractors cost will be billed at cost plus 7.5%. Payment terms are set out below in paragraph 6.

3. STARTING AND COMPLETION PROVISIONS

The work will begin on October 12, 2004 and will be completed March 12, 2004, absent any delay as described in paragraph 7 of the General Conditions.

4. PERMITS AND APPLICABLE CODES; COMPLIANCE WITH LOCAL LAW

a. All work to be done under this contract will be in accordance with building codes presently in force in the Town of Old Lyme, County of New London, and State of Connecticut. The Owner shall obtain all necessary permits and pay all required permit and plan fees. The Contractor shall not be responsible for any building, fire or other code violations that arises by reason of non-compliance of plans provided to the contractor by the owner, or by the Owner's architect or agents.

5. SPECIFIC REQUIREMENTS FOR MATERIAL AND WORKMANSHIP

a. This contract will be completed by the Contractor in a good and workmanship like manner, using good quality materials. The parties agree upon the following materials specification and work description, together with any plans or specifications incorporated herein: See Revised Budget/Materials Specifications.

6. PAYMENT

a. It is understood that this project is being built on a no profit, Contract Price basis and timely payment of all sums due under this contract is of the essence to this contract. The Owner shall pay Contractor bi-monthly the amount of the progress payment and will remit the same within fifteen (15) days of the date it is approved by the Owner's Clerk of the Works. The parties agree to the following schedule of payments:

1. Initial payment: \$0.00.

2. Invoices will be paid monthly and will be remitted within fifteen days following approval by the Owner's Clerk of the Works.

b. The Contractor may cease or suspend operations if any progress payment is not made by the Owner as required herein, and proceed to collect any balance due with any legal remedy. Alternatively, the Contractor may continue operations, as set forth in the attached General Conditions.

7. SIGNATURE

Attached hereto are General Conditions governing the rights and obligations of the parties to this contract. The parties are further subject to the laws of this state governing contracts and mechanic's liens.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 12th day of October, 2004.

Owner:
Town of Old Lyme

Contractor:
S.D. Hallahan Housewright, Inc.

Timothy C. Griswold
First Selectman

Steven D. Hallahan
President

Town of Lyme

William T. Koch
First Selectman

GENERAL CONDITIONS

These General Conditions are part of the contract between the Owner and the Contractor for work at Town Woods Road, Old Lyme, CT.

1. CONTRACTOR'S DUTIES - GENERAL

- a. To direct and control the work contracted for in accordance with the terms of this contract and all applicable codes, laws and regulations, and as the building permits, if any, issued for this project require.
- b. To inspect the site, examine the plans and specifications, if any, and supervise all of the Contractor's employees, and to direct the work of all subcontractors selected by the Contractor.
- c. To maintain the site in a safe and clean condition, to the extent consistent with the contract.
- d. To obtain and maintain all necessary insurance coverage during the period of construction.
- e. To advise the Owner promptly if concealed conditions are ascertained which require additional or different work and proceed in such an event in accordance with this agreement.
- f. To provide locked storage for any equipment, tools, or other property used in performance of this contract, unless otherwise agreed upon in writing.

2. OWNER'S DUTIES - GENERAL

- a. To provide adequate utilities for the work agreed upon.
- b. To advise Contractor of any conditions of the property which affects contractor's ability to perform.
- c. To execute in a timely manner all permit applications and other documents necessary for the work to proceed.
- d. To perform no work on the project without written agreement with the Contractor.
- e. To avoid interfering with workers.
- f. To make no agreements with any tradesperson, subcontractor, or Contractor's employee outside the scope of this contract without written consent of the Contractor.
- g. Owner shall be entitled to make periodic inspections of the work site when accompanied by a representative of the Contractor, provided such inspections do not interfere with the work and can, in the sole judgment of the Contractor be made safely. Any other entry onto the construction site will be at the owner's risk.
- h. Owner shall notify his insurance agent of the execution of this agreement and obtain any necessary Riders to his current coverage or any locally customary forms of coverage, such a Builder's Risk, to cover owner's interest and liabilities during the construction process.

3. MATERIAL SUBSTITUTION

Contractor reserves the right to substitute other materials, products and/or labor, of similar, equal or superior quality, utility, or color. In the event of the substitution of any appliance, the warranty terms of the substituted materials shall be equal to those originally specified unless owner otherwise agrees in writing.

4. DELAY

Contractor shall not be responsible for delays caused by events beyond the control of the Contractor, including but not limited to: strikes, war, acts of God, riots, governmental regulations and restrictions. Delays caused by Owners failure to make allowance material's selections or caused by the performance by Contractor of extras of necessary work (as described in Paragraph 9) shall likewise be excusable delays.

5. INSURANCE

Contractor agrees to maintain all necessary forms of insurance to protect the owner from liability for any occurrence arising from the performance of this contract. Contractor agrees that he shall cover his own employees for worker's compensation and carry general liability, and that all forms of insurance carried hereunder shall be with reputable companies licensed to do business in this state.

Owner agrees to carry full coverage on subject property covering owner's risk of loss during the construction period, together with all special forms required by reason of the performance of this contract. Specifically, Owner

shall contact Owner's insurance agent and secure any necessary Builder's risk coverage prior to the commencement of the work.

6. HIDDEN, CONCEALED and UNFORESEEABLE CONDITIONS

The parties agree that in the event Contractor discovers a condition requiring extra cost that they shall proceed as follows: The Contractor shall notify the Owner's Clerk of the Works and the Chairman of the Building Committee verbally at once to expedite agreement as to the charge to correct or cure such condition, and provide a written estimate as soon as practicable. The parties must agree to such extra charges, or agree to a resolution method, or the contract may be canceled by either of them.

For the purpose of this section a "hidden, concealed and unforeseeable condition" shall mean a condition not readily observable to a prudent contractor inspecting the subject property for the purpose of performing this contract.

7. EXTRAS

Any extra work or materials desired by the Owner shall be agreed upon in writing and such extras shall become a part of this contract. Unless otherwise agreed, extras shall be paid for as performed.

Contractor shall advise owner at the time of agreement on an extra as to any additional time required to perform this contract.

8. SUBCONTRACTORS

a. Contractor shall select subcontractors as required to complete this contract. Owner acknowledges that various portions of the work will be done by subcontractors. Any subcontractors selected by the Contractor shall have requisite licenses for the work, and the Contractor shall issue subcontracts in writing whose specifications are consistent with this agreement.

b. It shall be the duty of the Contractor to use reasonable care in the selection of subcontractors. Absent objectionable performance by any subcontractor, the selection of subcontractors shall be with the Contractor exclusively. The Contractor shall require all subcontractors to have such types of insurance in force as are required to hold harmless and indemnify the owner from any claim for injuries or property damage by any agent or employee of any subcontractor.

c. Contractor shall pay subcontractors on a timely basis and obtain from subcontractors any necessary documentation required to release their lien rights, if any, as the work proceeds. In the event the Owner fails to make progress payments in accordance with the terms of this contract, the Contractor shall not be responsible for Mechanic's Liens filed by subcontractors or material men due to such non-payment.

d. Contractor shall exercise reasonable care in selection of materials used by subcontractors, but shall not be responsible for the later discovered materials' defects or damages from installation methods, not reasonably ascertainable at the time of installation.

9. ARBITRATION

Any dispute between the parties to this agreement which involves interruption of the terms of the agreement shall be submitted to arbitration under the Rules of the American Arbitration Association, and the findings of the Arbitrator shall be binding on the parties. Any other dispute concerning fulfillment of this agreement shall be litigated in a Court of competent jurisdiction.

10. TERMINATION and CANCELLATION

The Contractor may terminate and cancel this contract if any payment called for hereunder is not received within thirty (30) days following the date of approval by the Owner's Clerk of the Works, provided notice is given to the Owner as provided below. Upon such termination, the Contractor shall have all remedies provided by law, including such lien rights as they apply.

The Owner may terminate this contract upon the following conditions:

a. Failure of the Contractor, or his subcontractors, to pursue the work contracted for, absent excusable delay, as provided in Paragraph 7 above, for a continuous period of 10 days, without written agreement permitting same, which may be satisfied by a simple notation to this agreement.

b. Failure of the Contractor to rectify any condition regarding which building code enforcement authority has issued a citation or violation notice, within 10 day's notice of such violation, unless owner and Contractor otherwise agree.

c. Any substantial failure of the Contractor to perform under the terms of this contract.

d. No termination shall be effective unless 10 days notice of the Owner's intent are given as provided below, during which time the default may be cured by the contractor,

11. WARRANTIES

- a. The work of the Contractor, including materials and labor, shall be guaranteed for a period of one (1) year from the completion of the Contractor's work, during which period Contractor shall, at its own expense, correct any defect arising from its work unless Paragraph 11(b) of these General Conditions applies.
- b. Any and all warranties for appliances or mechanical systems shall be delivered to Owner when Contractor's final payment is received.
- c. Notwithstanding any manufacturer's warranty of any component, appliance, or system, no action may be brought against Contractor on this contract for performance of this work, except as provided above.

12. NOTICES

Notices may be sent to either party at the addresses shown above, or mailed by certified or registered mail. Any mailed notice shall be deemed given as of date of mailing.

13. SEVERABILITY

If any portion of this agreement is found invalid or unenforceable by any court, the remaining provisions shall remain in force between the parties.

14. ENTIRE AGREEMENT

This contract consists of the documents defined above, and constitutes the entire agreement of the parties. It can be modified only by a written document.

IN WITNESS HEREOF, we have hereunder set our hands and seal this 12th day of October, 2004 at Old Lyme, Connecticut.

Owner:
Town of Old Lyme

Contractor
S.D. Hallahan Housewright, Inc.

Timothy C. Griswold
First Selectman

Steven D. Hallahan
President

Town of Lyme

William T. Koch
First Selectman