



**East
Hartford
Public
Schools**

"Schools that are the Pride of our Community"

Thomas Anderson, Superintendent of Schools

James Rovezzi, Acting Director of Facilities

Invitation to Bid # 1857-24

East Hartford Middle School Pool Locker Room Renovations

East Hartford Public Schools (EHPS) seeks a qualified and experienced contractor for a "turn key" project to renovate the Pool Locker Rooms (boys and Girls) at East Hartford Middle School, 777 Burnside Ave, East Hartford, CT 06108. The detailed scope is included in the enclosed construction documents.

Bids should be addressed as follows:

East Hartford Public Schools, Dept. of Facilities
Jim Rovezzi, Assistant Director of Facilities
734 Tolland St.
East Hartford, CT 06108

Bids must be plainly marked in the lower left-hand corner of the envelope as follows:

BID NUMBER: 1857-24
BID NAME: East Hartford Middle School Pool Locker Room Renovations
OPENING DATE: April 3, 2024
OPENING TIME: 12:00 PM

A non-mandatory pre-bid conference will be held on **March 12, 2024** beginning at **10:00 a.m.** inside the East Hartford Middle School front lobby, 777 Burnside Ave, East Hartford, CT 06118. Contractors submitting bids are strongly encouraged to participate in the site visit to view existing conditions. This will be the only opportunity to view the jobsite prior to bid submittal

Questions related to this ITB must be submitted via e-mail to rovezzi.jl@easthartford.org no later than **4:00 PM on March 15th 2024.**

Any addendums, if necessary, will be published on the East Hartford Public Schools website and State of CT/DAS site by **March 20th 2024.**

Bids must be received in the East Hartford Public Schools Department of Facilities office at 734 Tolland St, East Hartford, CT 06108 no later than **12 P.M. on April 3, 2024**



INVITATION TO BID INSTRUCTIONS AND REQUIREMENTS

These instructions and requirements are standard for all Invitation to Bids issued by East Hartford Public Schools. East Hartford Public Schools may delete, supersede or modify any of these standard instructions for a particular Invitation to Bid. The Invitation to Bid package will describe additional or modified instructions if needed.

1. Bid must be signed by an authorized representative of the respondent with the authority to bind the respondent to the terms of the bid and with the acknowledgment that the bid is made with full knowledge of and agreement with the general specifications, conditions and requirements of this Invitation to Bid.
2. Submit Bid package in a sealed envelope marked with the vendor's name and address in the upper left-hand corner. Bid number, name, opening date and opening time must be marked in the lower left-hand corner.
3. Bids received later than date and time specified will not be considered. Amendments to, or withdrawals of, Bids received later than the date and time set for Bid opening will not be considered.
4. After the opening of the Bid, no Bid can be withdrawn for a period of ninety (90) days.
5. The right is reserved to purchase either by option or the total of options indicated, split awards and act as it seems in the best interest of the East Hartford Public Schools.
6. It is the vendor's responsibility to check the East Hartford Public School website AND the State DAS website for changes to the Invitation to Bid prior to the bid opening. The bidder will be held to the bid and all addenda.
7. East Hartford Public Schools does not illegally discriminate on the basis of sex, sexual orientation, race, religion, national origin, color, creed, ancestry, age, gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), marital status, familial status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances.
8. East Hartford Public Schools reserves the right to waive any formalities in Bids received; to reject any and all Bids, to waive technical defects and to make such award, including accepting a Bid, although not the low bid, as it deems to be in the best interest of the East Hartford Public Schools.
9. East Hartford Public Schools may withhold acceptances of work and payment thereof when it is determined that said work or materials do not meet the specified requirements. Payment will

not be made until corrections are made which are acceptable to the East Hartford Public Schools officials and/or their authorized agent

10. East Hartford Public Schools may make such investigation as deemed necessary to determine the ability of the bidder to discharge his contract. The bidder shall furnish the East Hartford Public Schools with all such information and data including references of similar projects conducted for other school systems as may be required for that purpose. East Hartford Public Schools reserves the right to reject any Bid if the bidder fails to satisfactorily convince the East Hartford Public Schools that he/she is properly qualified by experience and has the facilities to carry out the obligations of the contract and to satisfactorily complete the work called for herein. Conditional Bids will not be accepted.
11. Specifications cannot be relieved by anyone other than an assigned agent for East Hartford Public Schools. All changes must be in writing, signed by agent.
12. The successful Bidder will be required to provide proof of insurance as outlined in the "Indemnification and Insurance Requirements for Construction, Professional, or Labor Services" form included with the Invitation to Bid and submit a signed and notarized copy of the Indemnification section on of the form. No modifications may be made to the Indemnification form.
13. All prices must be F.O.B. delivered unless otherwise specified.
14. The East Hartford Board of Education will not award a bid to any bidder who owes delinquent tax to the Town of East Hartford. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation which the Bidder owns an interest in is delinquent in tax obligations to the Town. Verification will be made prior to award.
15. Any contract or agreement entered into as a result of this ITB process that spans multiple fiscal years shall contain the following "funding out" or "non-appropriation" clause:
East Hartford Public Schools/East Hartford Board of Education (EHPS) reserves the right to terminate this agreement/contract, without penalty, at the end of each fiscal year in the event a funding source relied upon to pay the cost of the agreement/contract does not contain an allocation for the services and/or products contained in this agreement/contract. EHPS will provide notice of termination at least sixty (60) days prior to the end of the fiscal year.



**East
Hartford
Public
Schools**

East Hartford Board of Education



INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES

A. INDEMNIFICATION

BIDDERS AND PROPOSERS ARE REQUIRED TO AGREE TO THE FOLLOWING INDEMNIFICATION LANGUAGE BY NOTARIZING BELOW

To the fullest extent permitted by law, THE AWARDED BIDDER/PROPOSER agrees on behalf of itself and its successors and assigns, covenants and agrees at its sole cost and expense, to protect, defend, indemnify, release and hold the East Hartford Board of Education, Town of East Hartford, its agents, servants, officials, employees, volunteers and members of its boards and commissions (Collectively the “Board and Town of East Hartford”), harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against the Board and Town of East Hartford by reason of bodily injury, personal injury, death, or property damage of whatsoever kind or nature, to any individuals or parties (including, but not limited to the Board and Town of East Hartford, the Awarded Bidder/Proposer, or any other third party) arising out of or resulting from, or alleged to arise out of or arise from Awarded Bidder’s/Proposer’s performance of its work under the contract, but only to the extent such Losses are attributable to the negligent or intentional act, error or omission of the Awarded Bidder/Proposer or any person or organization employed or engaged by Awarded Bidder/Proposer to perform all or any part of the contract. The term “Losses” includes any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including, but not limited to, strict liabilities), obligations, debts, fines, penalties, charges, amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys’ fees, expert’s fees, and investigation costs, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards.

Upon written request by the Board and Town of East Hartford, the Awarded Bidder/Proposer shall defend and provide legal representation to the Board and Town of East Hartford with respect to any of the matters referenced above. Notwithstanding the foregoing, the Board and Town of East Hartford may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of the Board and Town of East Hartford, its attorneys shall control the resolution of such matters. Upon demand, the Awarded Bidder/Proposer shall pay or, in the sole and absolute discretion of the Board and Town of East Hartford, reimburse, the Board and Town of East Hartford for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

THE BOARD and TOWN OF EAST HARTFORD WILL NOT AGREE TO INDEMNIFY THE AWARDED BIDDER/PROPOSER; SUBCONTRACTOR(S); OR INDEPENDENT CONTRACTOR(S)

STATE OF CONNECTICUT
COUNTY OF:

Signature _____

Name: _____

Company Name: _____

SEAL HERE:

Address: _____

Date: _____

Subscribes and Sworn to before me on this _____ day of _____, 202__

Notary Public _____

East Hartford Board of Education

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES
(cont'd)

B. INSURANCE

NOTE: CERTIFICATE OF INSURANCE WILL BE REQUIRED UPON AWARD AND PRIOR TO START OF WORK OR ISSUANCE OF PURCHASE ORDER

1. GENERAL REQUIREMENTS

The AWARDED BIDDER/PROPOSER shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the AWARDED BIDDER/PROPOSER'S obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Board and Town of East Hartford Additional Insured: **The East Hartford Board of Education and the Town of East Hartford, its officials, employees, volunteers, boards and commissions must be included as an Additional Insured on the AWARDED BIDDER/PROPOSER'S Insurance Policies** (except Workers' Compensation and Professional Errors & Omissions). Evidence of this must be provided upon inception of this contract and upon renewal of insurance by the AWARDED BIDDER/PROPOSER to the Board and Town of East Hartford in the form of language on a Certificate of Insurance as well as a policy endorsement.

The AWARDED BIDDER/PROPOSER shall provide the Board and Town of East Hartford with a Certificate(s) of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Board and Town of East Hartford written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the AWARDED BIDDER/PROPOSER'S responsibility under this contract. Failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract.

2. SPECIFIC REQUIREMENTS:

a) Commercial General Liability Insurance

The AWARDED BIDDER/PROPOSER shall carry Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 0001 04/2013). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal & Advertising Injury, Blanket Contractual, Independent Contractor's, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage:	Occurrence Basis
Minimum Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy

East Hartford Board of Education

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES
(cont'd)

b) Workers' Compensation and Employer's Liability Insurance

The AWARDED BIDDER/PROPOSER shall provide Statutory Workers' Compensation Insurance as required by the State of Connecticut, including Employer's Liability.

Amount of Coverage: Coverage A:	Statutory
Coverage B (Employer Liability):	\$500,000 Each Accident
	\$500,000 Disease, Policy Limit
	\$500,000 Disease, Each Employee

c) Commercial Automobile Liability Insurance

The AWARDED BIDDER/PROPOSER shall carry Commercial Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage should be provided by Insurance Services Office form for Commercial Auto Coverage (CA CA0001 10/2013) or equivalent. "Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage:	Occurrence Basis
Minimum Amount of Coverage:	\$1,000,000 combined single limit
Policy Period:	Annual Policy

d) Umbrella Liability Insurance

The AWARDED BIDDER shall carry an umbrella liability insurance policy of **\$5,000,000**.

3. PROFESSIONAL SERVICE CONTRACTOR REQUIRMENTS

(e.g., Architects, Engineers, et al.)

The AWARDED BIDDER/PROPOSER shall carry Errors & Omissions coverage in the **minimum** amount \$1,000,000 per claim/\$1,000,000 annual aggregate for all professional services contracts. If the insurance coverage is written on a Claims-Made basis, an extended reporting period of at least 3 years after substantial completion of the project is required. Increased coverage limits may be required based on the scope, price and duration of the work to be performed. The East Hartford Board of Education or Town of East Hartford will inform the **AWARDED BIDDER/PROPOSER** as to the required limits for this insurance as soon as practicable, and has sole discretion of the limits to be required.

East Hartford Board of Education

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES
(cont'd)

4. SUBCONTRACTOR REQUIREMENTS:

The AWARDED BIDDER/PROPOSER shall require all subcontractors and independent contractors to carry the coverages set forth in section B. INSURANCE and will obtain appropriate Certificates of Insurance before the subcontractors and independent contractors are permitted to begin work.

The AWARDED BIDDER/PROPOSER shall require that East Hartford Board of Education and The Town of East Hartford, its officials, employees, volunteers, boards and commissions be included as an Additional Insured on all subcontractors and independent contractors' insurance (except Workers' Compensation and Professional Errors & Omissions) before permitted to begin work.

The AWARDED BIDDER/PROPOSER and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the East Hartford Board of Education and Town of East Hartford, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

**THE EAST HARTFORD BOARD OF EDUCATION OR TOWN OF EAST HARTFORD
RESERVES THE RIGHT TO AMEND THE AMOUNTS OF COVERAGE REQUIRED AND
TYPE OF COVERAGE PROVIDED BASED ON THE FINAL AGREED UPON SCOPE OF
SERVICES**



AFFIRMATIVE ACTION / EQUAL OPPORTUNITY POLICY STATEMENT

East Hartford Public Schools is an Equal Opportunity Employer and will not transact business with firms that are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

This form is required to be filled in (enter company name above lines below), signed and returned with any Invitation to Bid, Request for Proposal, or other public solicitation document in order to transact any business with East Hartford Public Schools.

_____ will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability (including pregnancy), genetic information, veteran status or gender identity or expression, except in the case of a bona fide occupational qualification.

It is the policy of _____ that any form of discrimination or harassment on the basis of race, religion, color, national origin, alienage, sex, sexual orientation, marital status, age, disability (including pregnancy), genetic information, veteran status or gender identity or expression, or any other basis prohibited by state or federal law is prohibited.

_____ will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

_____ will remain in full compliance with the above while under contract with or performing work for East Hartford Public Schools.

Signed

Name/Title of Company Officer

Date

Business Address

Phone



Department of Facilities

Invitation to Bid# 1857-24

East Hartford Middle School Pool Locker Room Renovations

Background

East Hartford Public Schools (EHPS) seeks a qualified and experienced contractor for a “turn key” project to renovate the Pool Locker Rooms (boys and Girls) at East Hartford Middle School, 777 Burnside Ave, East Hartford, CT 06108. The detailed scope is included in the enclosed construction documents.

- Construction Drawings named; **East Hartford Middle School Pool Locker Room Renovations**, dated **February 21, 2024** developed by Antinozzi Associates
- AIA Document A104- 2017 “Standard Abbreviated form of Agreement Between Owner and Contractor” ****SAMPLE****
- Connecticut Department of Labor Prevailing Wage Rates included in this bid

Fixed price bids will be for a “Turn-Key” project consisting of all aspects of renovation per the Construction Documents and Drawings.

A non-mandatory pre-bid conference will be held on **March 12, 2024** beginning at **10:00 a.m.** inside the East Hartford Middle School front lobby, 777 Burnside Ave, East Hartford, CT 06118. Contractors submitting bids are strongly encouraged to participate in the site visit to view existing conditions. This will be the only opportunity to view the jobsite prior to bid submittal

Questions related to this ITB must be submitted via e-mail to rovezzi.jl@easthartford.org no later than **4:00 PM on March 15th, 2024**.

Any addendums, if necessary, will be published on the East Hartford Public Schools website and State of CT/DAS site by **March 20th, 2024**.

Bids must be received in the East Hartford Public Schools Department of Facilities office at 734 Tolland St, East Hartford, CT 06108 no later than **12 P.M. on April 3, 2024**

Scope of Work

- Contractor will reference the project plans; Construction Drawings named **East Hartford Middle School Pool Locker Room Renovations**, dated **February 21, 2024**, developed by Antinozzi Associates.
- Work can be performed between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday (no Holiday or Weekend work unless authorized in advance, given a minimum 3 business days' notice of request to the Assistant Facilities Director. All payroll costs, ***associated with staffing these off-times*** requiring a Facilities worker at the site, will be charged to the contractor.
- Locations other than work areas identified on the plans will be occupied by school employees and other workers during construction for up to the entire duration of construction. Therefore the contractor will have access to only those areas identified and associated with the plans while the building is occupied. Contractors will be responsible to use safe and appropriate work practices and behavior at all times while in and around the building. Keep all building entrances and egresses clear and available at all times. Contractors personnel shall adhere to parking requirements as established at the location.
- All Fixture and Finish Schedules/Product information called out on the drawings shall be adhered to with no substitutions. If any of these items are unavailable, or are back-ordered through the contractors' suppliers which would affect the completion date, it is expected that the contractor will seek out other suppliers to provide said products/materials in order to meet the established project completion date. If it is proven that said products are unavailable, after all reasonable attempts by the contractor are exhausted, the contractor shall notify the EHPS Acting Facilities Director or designee. If product substitutions are deemed necessary in order to meet the completion date, any and all substitutions must meet the criteria of "or equal" with samples submitted and subject to approval by the Acting Facilities Director or designee prior to ordering.
- Contractor shall send submittals to the Acting Director of Facilities and designee for approval prior to ordering materials and products as soon as possible in order to maintain project time-lines (to prevent delays). The East Hartford Facilities Department will designate a location at the school for deliveries and storage. Contractor will inspect all materials delivered on site for defects and damage to ensure conformability to product specifications prior to installation. East Hartford Public Schools will not be responsible for any theft or damage to contractor's equipment or materials left on the site.
- Contractor will provide their own dumpster for all waste. Contractor may use a designated restroom for it's employees.
- Prior to determining substantial completion, an inspection of the work will be conducted listing work that is incomplete or needs correction (Punch List). Upon completion of work identified on the punch list, contractor will notify the Acting Director of Facilities or designee when a final inspection will commence to determine Substantial Completion or if additional work is still required. Contractor will submit an itemized list of all completed/non-completed Punch List work in writing to the ADF.
- Contractor will perform a detailed cleaning of all surfaces, including removal of all equipment, tools, containment, spare materials, and similar elements from the site, in preparation for determining substantial completion.

- Final completion will be determined by the Acting Director of Facilities or designee when the following conditions exist; 1.) All work including punch list items has been completed as verified, 2.) All systems have been tested and are operational, 3.) All manuals, spare materials or attic stock, equipment/ labor warranties have been issued to owner, and 4.) Work site is clean and contractor items removed off premises.

Bid Proposals

Contractors must provide the following in their bid package

1. General information and company history
2. Describe at least (3) examples of completed projects of a similar size and scope to this project, and provide a reference (Name, Organization, Phone Number) for each.
3. Pricing submitted using "Appendix A- Pricing"
4. Completed required submittal forms as outlined in this Invitation to Bid
5. Include 2 sets of Bid (1) original and (1) unbound copy

Other Considerations

- **Project start date is June 11, 2022, (unless last day of school is pushed back due to snow days), and must be fully completed within 11 weeks of start date. With an anticipated start date of June 11, 2022, the project must be fully completed by August 23, 2024.**
- **Contract award** is anticipated to be executed on or about **April 16, 2024**, to allow the contractor time to order materials and mobilize their workforce for the June start date.
- Moving of school owned furniture, equipment and materials in/out of rooms will be performed by the school district so contractors should **not** include this cost in their bids.
- Work authorized under any contract executed as a result of this Invitation to Bid is expected to reach the thresholds requiring prevailing wages, so contractors should bid using prevailing wage rates included in this Invitation to Bid.
- Change orders will be provided by the contractor in writing and will include a complete description of the work, anticipated dates of the work, cost breakdown by labor and materials as indicated under Appendix "A" Pricing #5. "Change Order Overhead and Profit Stipulation". Contractor will not start any change order work without written authorization by the Acting Director of Facilities or designee.
- AIA Document A104- 2017 "Standard Abbreviated form of Agreement Between Owner and Contractor" will form the basis of the contract between EHPS and the contractor.
- Payment Procedure- Certified payment applications received by the **15th** of the month will be paid by the **15th** of the following month. If received on the above schedule, payment will be made within 30 days of receipt. Retainage will be **5%**. These figures will be added to sections 4.1.3 and 4.1.4 of the resulting AIA A104 contract.
- Contractors and all subcontractors must be properly licensed by the State of Connecticut.

Other Considerations (continued)

- A Bid Bond in the amount of 10% of the contract value must be supplied with all bids in order to be considered.
- Payment (Labor and Materials) and Performance Bonds will be required and submitted prior to the start date for the full contract amount.
- Town building permit fees are waived, but awarded contractor will pay the CT Education fee (.026).
- East Hartford Public Schools are exempt from Connecticut Sales Tax. Do not include sales tax in any pricing submitted.

Selection Process

The lowest cost qualified, responsive and responsible contractor will be selected.
East Hartford Public Schools reserves the right to reject any or all bids.

PROJECT REFERENCES

In the interest of securing competent contractors, we are requiring the following information be provided with your Bid Proposal. Failure to provide this information may jeopardize your firm being awarded this project.

Please provide three references for projects of **similar size and scope to this project**:

Project #1

Project Name: _____
Customer Name/Organization/Phone Number#: _____
Date Project Completed: _____

Description of Project:

Project #2

Project Name: _____
Customer Name/Organization/Phone Number#: _____
Date Project Completed: _____

Description of Project:

Project #3

Project Name: _____
Customer Name/Organization/Phone Number#: _____
Date Project Completed: _____

Description of Project:

Tax Collector verification: _____
No delinquent taxes owed by the awarded bidder to the Town of East Hartford

Appendix A- Pricing

Invitation to Bid # 1857-24

East Hartford Middle School Pool Locker Room Renovations

- 1. **Cost for all project activities** as specified in the Construction Drawings named **East Hartford Middle School Pool Locker Room Renovations**, dated **February 21, 2024**, developed by Antinozzi Associates.

= \$ _____

- 2. (Deduct) Alternative #1: **All shower valve replacements:**

= \$ _____

- 3. (Deduct) Alternative #2: **New Doors, FRP Doors & Stainless-Steel Frames:**

= \$ _____

- 1. Change Order Overhead and Profit Stipulation:

- a. The maximum allowable Overhead and Profit markup on any change order for work directly performed by the prime contractor is 10% over direct labor/material costs. If bidder is offering a lower OH&P markup, list here: _____%
- b. The maximum allowable Overhead and Profit markup on any change order for work performed by a SUB CONTRACTOR of prime contractor is 10% over direct labor/material costs of the SUBCONTRACTOR, plus 5% of the total cost for the prime contractor (pass- thru). If bidder is offering a lower OH&P markup, list here: Subcontractor _____% + Prime Contractor (pass-thru)_____%.

SUBMITTED BY:

Vendor	Contact Person
--------	----------------

Written signature	Title
-------------------	-------

Address

Telephone#

Email	Date
-------	------

Tax Collector verification: _____ No delinquent taxes owed by the awarded bidder to the Town of East Hartford



AIA[®]

Document A104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

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

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

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

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

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

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

The Owner and Contractor agree as follows.

Init.

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TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
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11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE & BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.

- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 2.3 Substantial Completion

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

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

- Not later than () calendar days from the date of commencement of the Work.
- By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 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 one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

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

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
------	-------

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
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§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 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.

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

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than _____ () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

%

§ 4.2 Final Payment

§ 4.2.1 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 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 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 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction

Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(*Insert the date of the E203–2013 incorporated into this Agreement.*)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 6.1.4 The Specifications:
(*Either list the Specifications here or refer to an exhibit attached to this Agreement.*)

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:
(*Either list the Drawings here or refer to an exhibit attached to this Agreement.*)

Number	Title	Date
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§ 6.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

- Exhibit A, Determination of the Cost of the Work.
- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)
- The Sustainability Plan:

Title	Date	Pages
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- Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants

that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design

shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term “Separate Contractor(s)” shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor’s cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor’s monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably

anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

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

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than (\$) each accident (\$) each employee, and (\$) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

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

Coverage

Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

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

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

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

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the

arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

**Minimum Rates and Classifications
for Building Construction**

ID#: 24-58294

**Connecticut Department of Labor
Wage and Workplace Standards**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Project Town: East Hartford
 State#: FAP#:
 Project: East Hartford Middle School Pool Locker Room Renovations

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	45.56	32.65
2) Boilermaker	46.21	29.35
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	41.11	34.65 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	42.77	29.63

-----LABORERS-----

4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	33.5	25.59
4) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	33.75	25.59
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	34.0	25.59
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	34.5	25.59
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	34.25	25.59
4e) Group 6: Blasters, nuclear and toxic waste removal.	36.5	25.59
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	36.5	25.59
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	31.78	25.59
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	31.24	25.59
4i) Group 10: Traffic Control Signalman	20.1	25.59

As of: February 12, 2024

4j) Group 11: Toxic Waste Removers A or B With PPE	36.5	25.59
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	37.61	27.61
5a) Millwrights	40.56	28.87
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	43.75	32.47+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	64.01	37.885+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	41.18	24.55 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + a
-----OPERATORS-----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	48.37	27.80 + a

As of: February 12, 2024

Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	45.92	27.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	45.14	27.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	44.67	27.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation	44.14	27.80 + a

As of: February 12, 2024

Truck and Hydrovac Excavation Truck (27 HG pressure or greater).

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. 41.69 27.80 + a

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. 41.69 27.80 + a

Group 12: Wellpoint Operator. 41.61 27.80 + a

Group 13: Compressor Battery Operator. 40.92 27.80 + a

Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain). 39.54 27.80 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 39.06 27.80 + a

Group 16: Maintenance Engineer. 38.28 27.80 + a

Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator. 43.46 27.80 + a

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman. 40.54 27.80 + a

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller 37.62 24.55

10b) Taping Only/Drywall Finishing 38.37 24.55

As of: February 12, 2024

10c) Paperhanger and Red Label	38.12	24.55
10e) Blast and Spray	40.62	24.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	48.28	35.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	41.8	22.65
14) Roofer (slate & tile)	42.3	22.65
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	41.89	43.22
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	48.28	35.50
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	32.16	30.51 + a
17b) 3 Axle, 2 Axle Ready Mix	32.27	30.51 + a
17c) 3 Axle Ready Mix	32.33	30.51 + a
17d) 4 Axle	32.39	30.51 + a
17e) 4 Axle Ready Mix	32.44	30.51 + a

As of: February 12, 2024

17f) Heavy Duty Trailer (40 Tons and Over)	34.66	30.51 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	32.44	30.51 + a
17h) Heavy Duty Trailer up to 40 tons	33.39	30.51 + a
17i) Snorkle Truck	32.54	30.51 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	32.27 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: February 12, 2024

As of: February 12, 2024

EAST HARTFORD PUBLIC SCHOOLS

EAST HARTFORD MIDDLE SCHOOL

POOL LOCKER ROOM RENOVATIONS

777 BURNSIDE AVE, EAST HARTFORD, CT 06108



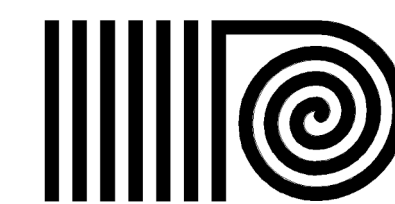
THOMAS ANDERSON - SUPERINTENDENT

FEBRUARY 21, 2024

OWNER

EAST HARTFORD PUBLIC SCHOOLS

1110 MAIN STREET
EAST HARTFORD, CT 06108
TEL: (203) 622-5000



ANTINOZZI ASSOCIATES
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GENERAL DRAFTING &
DESIGN (GDD)
ENGINEER

140 WASHINGTON AVE, 3RD FLOOR
NORTH HAVEN, CONNECTICUT 06473
TEL: (203) 239-6818

GENERAL DEMOLITION NOTES

- A. THESE NOTES ARE FOR INTENT PURPOSES ONLY. CONTRACTOR TO BE RESPONSIBLE FOR REMOVING ALL QUANTITIES OF ALL ITEMS AS REQUIRED TO COMPLETE THIS PROJECT AS SHOWN ON THE CONSTRUCTION DOCUMENTS.
- B. THESE NOTES ARE FOR INTENT PURPOSES ONLY. CONTRACTOR TO BE RESPONSIBLE FOR REMOVING ALL QUANTITIES OF ALL ITEMS AS REQUIRED TO COMPLETE THIS PROJECT AS SHOWN ON THE CONSTRUCTION DOCUMENTS.
- C. ALL CUTTING, PATCHING & DEMOLITION REQUIRED BY ALL TRADES FOR THIS PROJECT IN NEW AND EXISTING AREAS SHALL BE PERFORMED BY THE CONTRACTOR.
- D. DISCONNECT OR DISABLE ALL AFFECTED UTILITIES PRIOR TO COMMENCING WORK. ALL ABANDONED UTILITY LINES (PLUMBING, ELECTRICAL, DATA, ALARM) SHALL BE CUT & CAPPED BELOW FLOOR LINE OR BEHIND WALL LINE. FLOOR OR WALL SHALL BE FINISHED TO MATCH EXISTING ADJACENT SURFACES.
- E. ANY UNUSED ELECTRICAL, SECURITY, OR OTHER SUCH JUNCTION BOXES OR CONTROL PANELS SHALL BE REMOVED.
- F. G.C. TO CONFIRM STAGING AREAS WITH OWNER TO MINIMIZE THE DISTURBANCE OF DAILY BUILDING OPERATIONS AND TO PROTECT EXISTING SITE ELEMENTS (PAVEMENT, SIDEWALKS, LANDSCAPING, ETC.) FROM DAMAGE.
- G. PATCH ALL WALLS, FLOORS & CEILINGS DISRUPTED BY DEMO & NEW CONSTRUCTION.
- H. REMOVE ALL EXISTING FLOOR WALL AND CEILING ACCESSORIES AND/OR COMPONENTS.
- I. REMOVE ASSOCIATED SUPPORT STRUCTURES ALONG WITH THE ATTACHED CEILING DEVICES, LIGHTING FIXTURES, HVAC DIFFUSERS AND RETURNS. SEE MEP DRAWINGS FOR MORE INFORMATION.
- J. ALL EQUIPMENT, TO BE SALVAGED OR DISCARDED, SHALL BE DISCONNECTED BY THE APPROPRIATE TRADE(S) PRIOR TO REMOVAL.

DEMOLITION NOTES

- 1 REMOVE ALL TOILET ACCESSORIES, INCLUDING BUT NOT LIMITED TO PAPER TOWEL, TOILET PAPER DISPENSERS, GRAB BARS, MIRRORS, SOAP DISPENSERS, ETC.
- 2 DISCONNECT AND REMOVE ALL PLUMBING FIXTURES, COMPLETE
- 3 REMOVE FLOOR DRAIN GRATE/COVERS. TYPICAL.
- 4 REMOVE LOCKERS, LOCKER BENCH & ALL ASSOCIATED HARDWARE, AND PLYWOOD BASE TO EXPOSE EXISTING STRUCTURE
- 5 REMOVE DOORS, FRAMES, AND ALL ASSOCIATED HARDWARE. U.O.N.
- 6 REMOVE DOOR ONLY, STAINLESS STEEL FRAME TO REMAIN.
- 7 REMOVE ACCESS PANEL & FRAME.
- 8 CAREFULLY REMOVE ANY BROKEN OR CRACKED WALL TILES.
- 9 REMOVE CHANGING ROOM PARTITIONS, CURTAIN ROD & CURTAIN.
- 10 REMOVE DRINKING FOUNTAIN. ABANDONED UTILITY LINES (PLUMBING, ELECTRICAL, DATA, ALARM) SHALL BE CUT & CAPPED BELOW FLOOR LINE OR BEHIND WALL LINE
- 11 REMOVE GRAB BAR ASSEMBLY.
- 12 REMOVE RECESSED SOAP DISH.
- 13 REMOVE TOILET PARTITION, DOORS & ALL ASSOCIATED HARDWARE.
- 14 REMOVE HAND DRYERS
- 15 REMOVE ALL WALL HUNG SIGNAGE.
- 16 REMOVE SHOWER CURTAIN & ROD ASSEMBLY
- 17 REMOVE WOOD COVER PLATE.
- 18 REMOVE FLOOR MOUNTED DOOR STOP
- 19 REMOVE PLUMBING FIXTURES COMPLETE
- 20 REMOVE PORTION OF WALL ASSEMBLY & FINISH AS REQUIRED FOR NEW PLUMBING FIXTURES.
- 21 EXISTING ELECTRIC UNIT HEATER TO REMAIN.



ANTINOZZI ASSOCIATES
ARCHITECTURE & INTERIORS

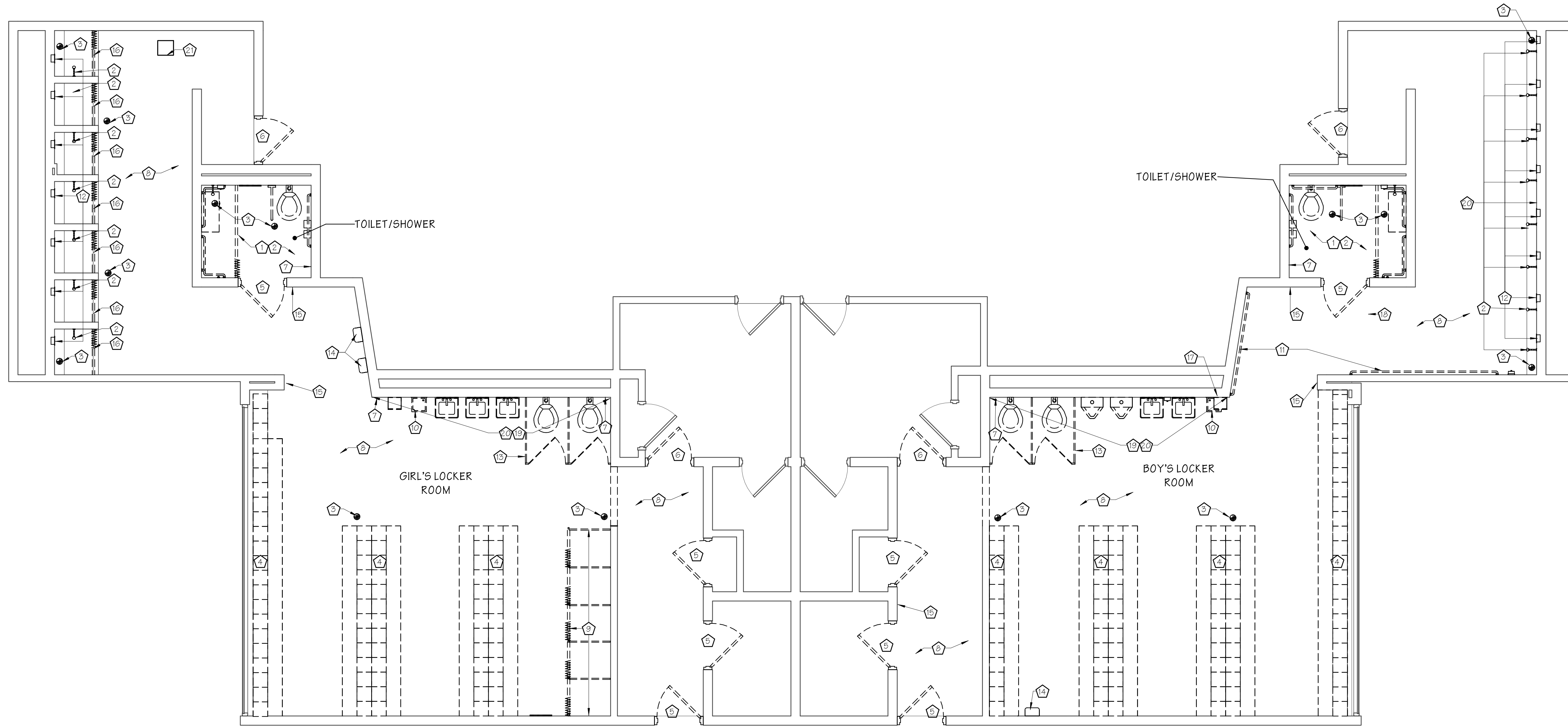
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www.antinozzi.com

These documents have been prepared specifically for this project. Reproduction or other use of these documents is prohibited without the approval of the Architect.

CERTIFICATION:

REVISIONS

NO.	DATE	DESCRIPTION



1 FIRST FLOOR DEMOLITION PLAN
SCALE: 1/4" = 1'-0"

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EAST HARTFORD PUBLIC SCHOOLS
EAST HARTFORD MIDDLE SCHOOL
POOL LOCKER ROOM RENOVATIONS
777 BURNSIDE AVE, EAST HARTFORD,
CT 06108

DRAWING TITLE:
FIRST FLOOR DEMOLITION PLAN

SCALE: As indicated	DRAWN BY: RMR	REVIEWED BY: PAL
------------------------	------------------	---------------------

DRAWING NO.

D-101

DATE: FEBRUARY 2024	JOB NUMBER: 23001
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These documents have been prepared specifically for this project. Reproduction or other use of these documents is prohibited without the approval of the Architect.

CERTIFICATION:

REVISIONS		
NO.	DATE	DESCRIPTION

REVISIONS		
NO.	DATE	DESCRIPTION

EAST HARTFORD PUBLIC SCHOOLS
EAST HARTFORD MIDDLE SCHOOL
POOL LOCKER ROOM RENOVATIONS
777 BURNSIDE AVE, EAST HARTFORD,
CT 06108

DRAWING TITLE:
FIRST FLOOR PLAN

SCALE: As indicated	DRAWN BY: RMR	REVIEWED BY: PAL
------------------------	------------------	---------------------

DRAWING NO.
A-101

DATE:
FEBRUARY 21, 2024

JOB NUMBER:
23001

ACCESSORY LEGEND

- A 1 1/2" DIA. STAINLESS STEEL GRAB BAR - 36" LONG
- B 1 1/2" DIA. STAINLESS STEEL GRAB BAR - 42" LONG
- C 1 1/2" DIA. STAINLESS STEEL GRAB BAR - 18" LONG
- D SURFACE MOUNTED TOILET PAPER DISPENSER, OWNER PROVIDED CONTRACTOR INSTALLED.
- E 18" x 30" STAINLESS STEEL FRAMED MIRROR
- F SHOWER CURTAIN & ROD
- G 1 1/2" DIA. STAINLESS STEEL TWO WALL SHOWER GRAB BAR
- H FOLD-UP ACCESSIBLE SHOWER SEAT
- J 1 1/2" DIA. STAINLESS STEEL GRAB BAR - 42" LONG
- K 1 1/2" DIA. STAINLESS STEEL GRAB BAR - 42" LONG
- L SURFACE MOUNTED PAPER TOWEL DISPENSER, OWNER PROVIDED CONTRACTOR INSTALLED.
- M SURFACE MOUNTED SOAP DISPENSER, OWNER PROVIDED CONTRACTOR INSTALLED.
- N AUTOMATIC SENSOR HAND DRYER, SEE ELEC. DWGS.
- P FIXED ACCESSIBLE BENCH 24"D x 42"W x 21"H
- Q 18" x 60" STAINLESS STEEL FRAMED MIRROR
- R SURFACE MOUNTED SANITARY NAPKIN DISPOSAL
- S TOWEL HOOK

CONSTRUCTION NOTES

- 1 NEW STAINLESS STEEL PANEL COVER ASSEMBLY AT ALL WALL ACCESS PANEL LOCATIONS.
- 2 NEW DRAIN COVER ASSEMBLY AT ALL FLOOR DRAIN LOCATIONS, TYPICAL.
- 3 INFILL MASONRY WALL WHERE RECESSED DISH SOAP LOCATIONS, PREP FOR NEW FINISH.
- 4 NEW TOILET PARTITIONS, DOORS AND ALL ASSOCIATED COMPONENTS, BASIS OF DESIGN: SCRANTON PRODUCTS HDPE HINY HIDERS STANDARD 55"H FLOOR MOUNTED OVERHEAD BRACED IN BLACK. BASIS OF DESIGN: SCRANTON PRODUCTS HDPE HINY HIDERS STANDARD 55"H FLOOR MOUNTED OVERHEAD BRACED.
- 5 NEW URINAL SCREEN.
- 6 INDIVIDUAL BARRIER FREE WALL SHOWER PANEL ASSEMBLY.
- 8 NEW LOCKERS WITH NUMBER PLATE, BASIS OF DESIGN: SCRANTON PRODUCTS TUFTTEC ONE TIER LOCKERS 12" W X 12" D X 60" H WITH FULL LATTICE VENTING & SLOPE TOP IN BLACK. PROVIDE BLOCKING AS REQUIRED AT FILLER LOCATIONS.
- 9 APPLY NEW HIGH PERFORMANCE RESINOUS FLOORING OVER EXISTING CERAMIC FLOOR TILE. BASIS OF DESIGN: DUR-A-FLEX ACCELERA HC RESINOUS FLOORING SYSTEM- COLOR TBD.
- 10 CONTINUE NEW HIGH PERFORMANCE RESINOUS FLOORING UP BASE OF LOCKERS, FULL HEIGHT, PREP SURFACE AS REQUIRED.
- 11 CONTINUE NEW HIGH PERFORMANCE RESINOUS FLOORING UP BASE OF WALL 4" H, PREP SURFACE AS REQUIRED.
- 12 NEW CHANGING ROOM PARTITIONS AND ALL ASSOCIATED COMPONENTS, PROVIDE HDPE SYSTEMS.
- 13 NEW ACCESSIBLE LOCKERS WITH 15 IN. MIN. LOWER SHELF, NUMBER PLATE & ACCESSIBLE COAT HOOKS, BASIS OF DESIGN: SCRANTON PRODUCTS TUFTTEC ONE TIER LOCKERS 12" W X 12" D X 60" H WITH FULL LATTICE VENTING AND SLOPE TOP IN BLACK.
- 14 NEW FRP DOOR IN NEW STAINLESS STEEL FRAME
- 15 NEW FRP DOOR IN EXISTING STAINLESS STEEL FRAME
- 16 NEW TILE AS REQUIRED TO MATCH EXISTING, PAINT OVER EXISTING TILE AS INDICATED BY P-1
- 17 NEW SIGNAGE TO MATCH EXISTING
- 19 NEW WALL MOUNTED BENCH WITH BRACKETS.
- 20 PROVIDE NEW SILL EXTENDER BRACKET AT EXISTING STOREFRONT/WINDOW ASSEMBLY.
- 21 TAPER NEW FLOOR FINISH TO EXISTING DRAIN.
- 22 INFILL EXISTING MASONRY WALL AS REQUIRED AT ALL NEW PLUMBING FIXTURES, MATCH ADJACENT CONSTRUCTION & FINISH.

GENERAL CONSTRUCTION NOTES & ALT.

NOTE: THE FOLLOWING NOTES APPLY TO ALL AREAS OF REQUIRED WORK.

1. ALL DIMENSIONS TO BE VERIFIED IN FIELD.
2. REFER TO MEPPD DRAWINGS FOR MECHANICAL, PLUMBING, ELECTRICAL, AND FIRE PROTECTION INFORMATION.
3. PROVIDE BLOCKING AS REQUIRED PER TYPICAL MOUNTING HEIGHTS, FOR NEW & RE-CONNECTION OF ACCESSORIES.
4. CLEAN, SCURP AND DEGREEE ALL WALLS AND PREP WALLS FOR NEW FINISH.
5. PATCH WALL OPENING FROM WALL/EQUIPMENT/PLUMBING REMOVALS, PARTIAL INFILL & MATCH ADJACENT CONSTRUCTION.
6. OUTLETS, OUTLET COVERS, SWITCHES, DOOR PANELS & DEVICES TO BE REPLACED WITH STAINLESS STEEL COVERS, TYPICAL.
7. ALL CONTRACTORS SHALL VERIFY ALL DIMENSIONS IN THE FIELD AS REQUIRED BEFORE SUBMITTING SHOP DRAWINGS AND/OR PRIOR TO PERFORMING ALL WORK REQUIRED AS SHOWN ON THESE DRAWINGS. ALL WALLS AND/OR PERMANENTLY LOCATED ITEMS SHALL BE CHALKED ON THE FLOOR TO VERIFY ACCURACY OF LAYOUT PRIOR TO CONSTRUCTION. ALL DISCREPANCIES THAT MAY IMPEDE THE FINISHED PRODUCT OF THIS CONTRACT SHALL BE DISCUSSED WITH THE ARCHITECT BEFORE PROCEEDING WITH WORK.

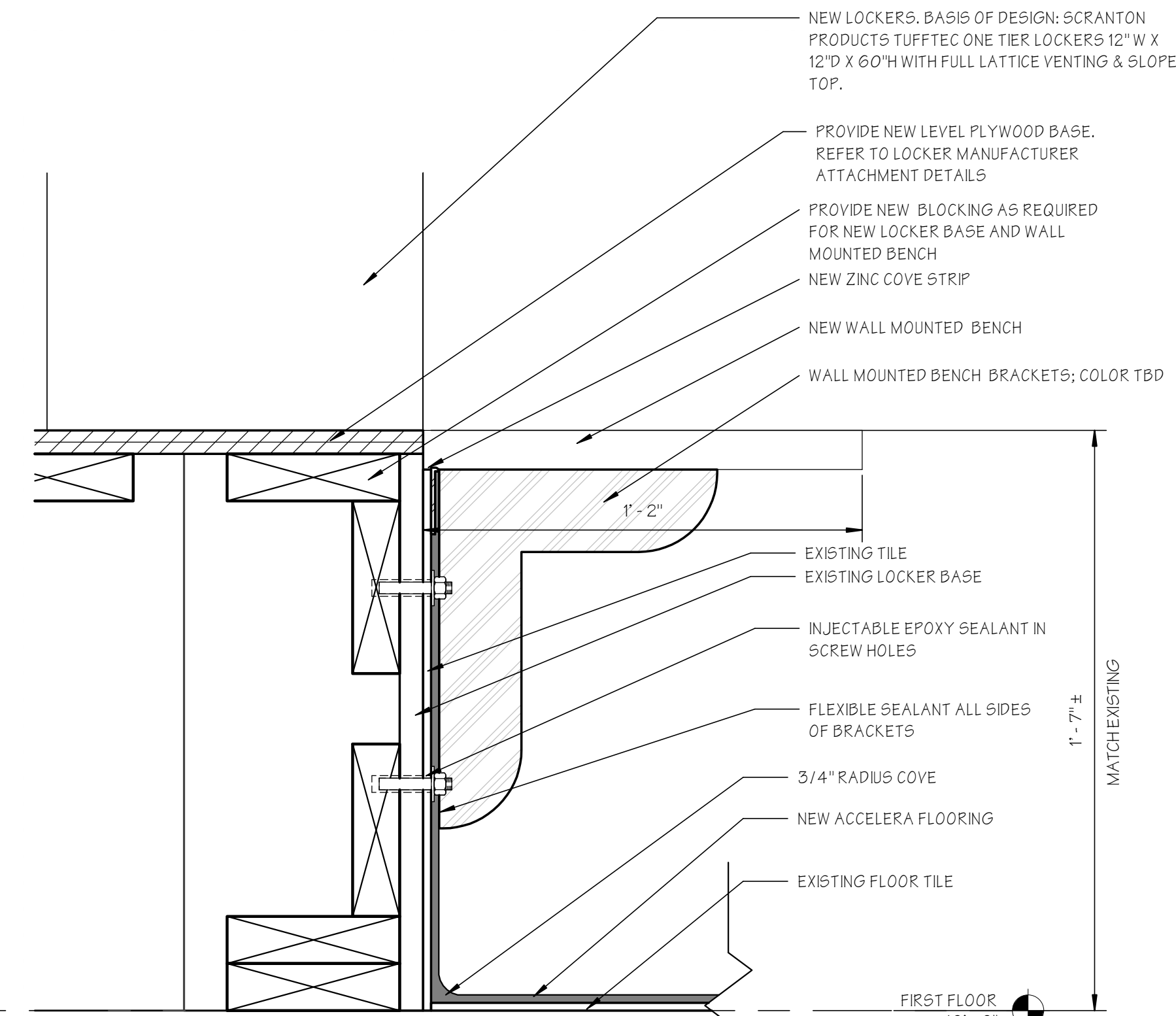
ALTERNATE SCHEDULE
DEDUCT ALTERNATE # 1: ALL SHOWER VALVE REPLACEMENTS

DEDUCT ALTERNATE # 2: NEW DOORS FRP DOORS & STAINLESS STEEL FRAMES

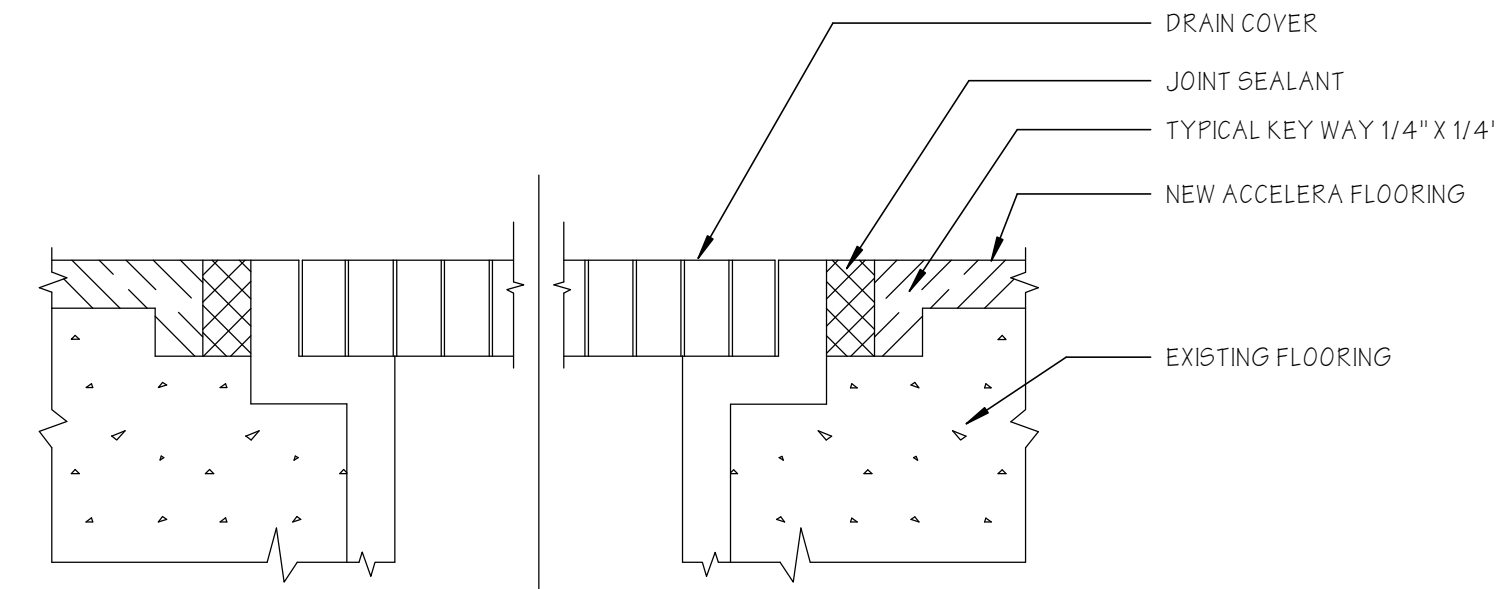
PAINT

P-1 MANUF: INSL-X
PRIMER SIX WATERBORNE BONDING PRIMER 5XA-110
COLOR: TBD
(GENERAL WALL, EXISTING & NEW WALL TILE)

NOTE: ALL LOCKER ROOM, SHOWER AREAS, TOILET ROOMS & AREAS IN THE SCOPE OF WORK INCLUDING BUT NOT LIMITED TO TILES, BLOCK, GYP, ETC. WILL BE PAINTED.



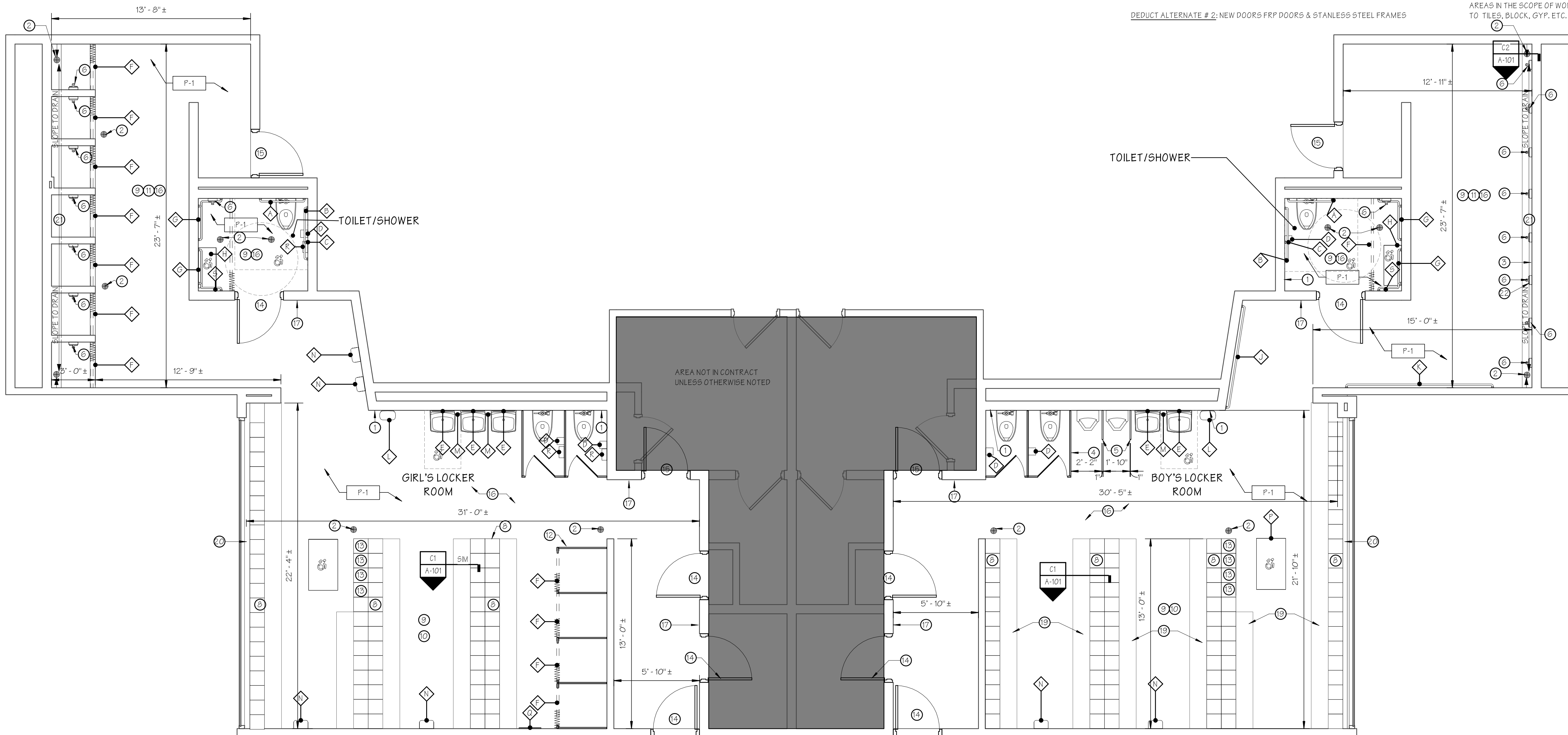
C1 TYPICAL LOCKER BASE DETAIL
SCALE: 3" = 1'-0"



C2 TYPICAL DRAIN DETAIL
SCALE: 12" = 1'-0"

DOOR HARDWARE

1. LOCK HARDWARE TO BE LA KEYWAY STANDARD WITH NICKEL/STAINLESS FINISH.



1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL CEILING CONSTRUCTION NOTES

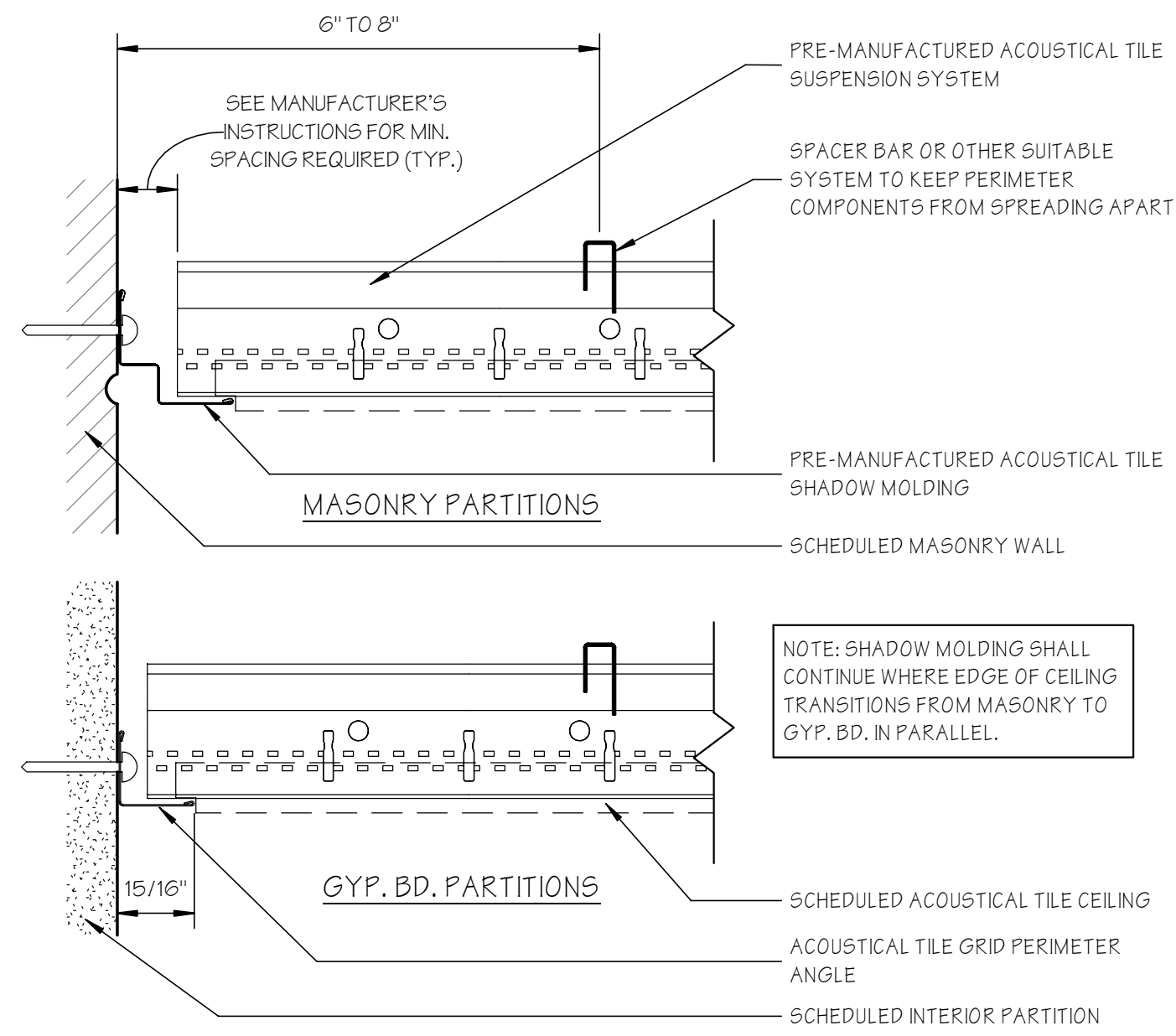
- A. ALL PERIMETER TILES THAT MUST BE CUT SHALL BE REGULARIZED TO MATCH FACTORY CUT AS REQUIRED FOR TILE TO LAY LEVEL.
- B. ALL CEILING HEIGHTS SHALL BE AS NOTED ON CEILING PLAN.
- C. ALL CEILINGS TO BE INSTALLED PER SEISMIC REQUIREMENTS.
- D. ALL LAY-IN CEILINGS SHALL BE CENTERED WITHIN ROOM OR SPACE UNLESS OTHERWISE INDICATED ON THESE DRAWINGS.
- E. COORDINATE LIGHTING LAYOUTS WITH ACTUAL CONDITIONS IN FIELD AND CONSULT WITH ARCHITECT IF LAYOUT REQUIRES CHANGES.
- F. REFER TO A-101 FOR ALTERNATE SCHEDULE

CEILING NOTES

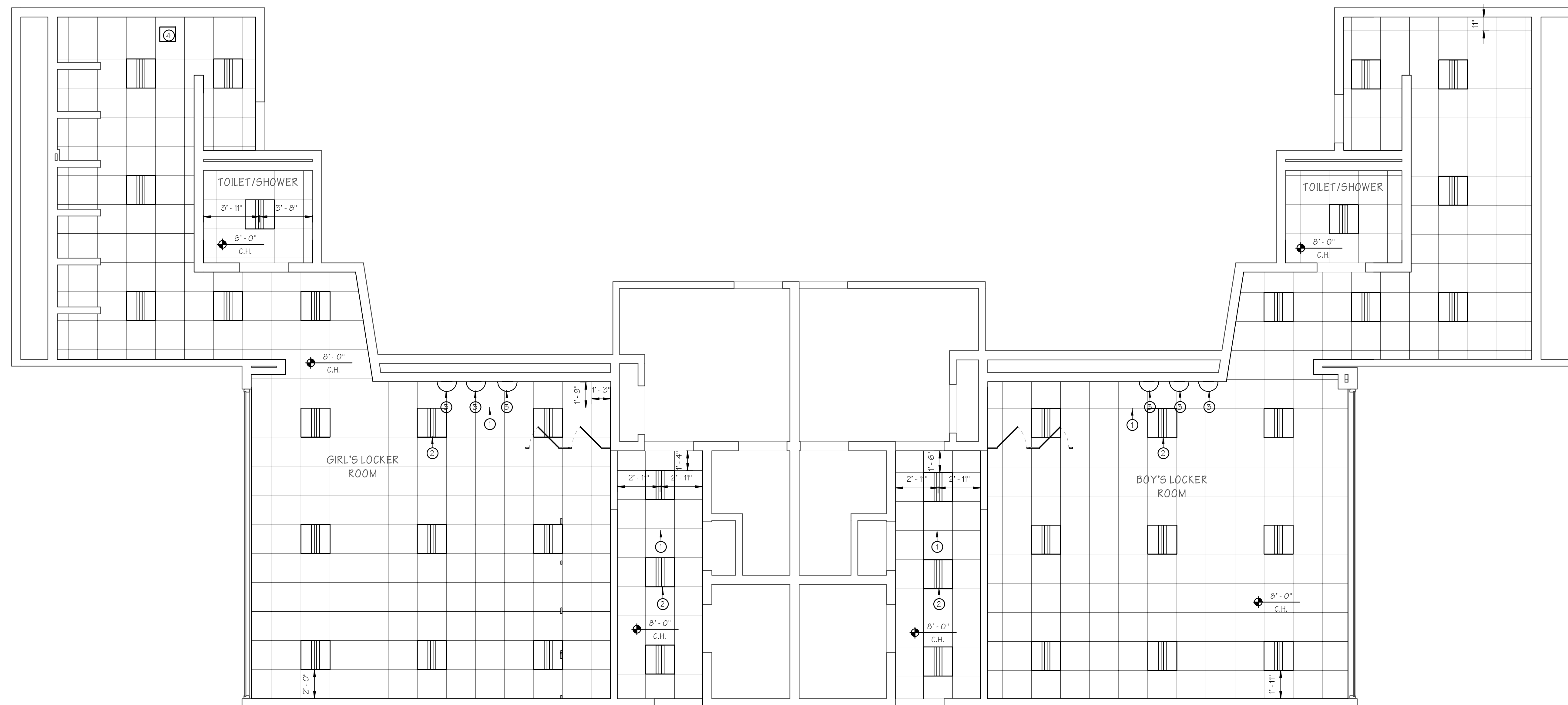
1. NEW CEILING GRID AND TILE, BASIS OF DESIGN: ARMSTRONG CEILING'S ULTIMA HEALTHZONE AIRASSURE 24"X24"15/16 GRID.
2. NEW 2x2 LED LIGHT FIXTURES, BASIS OF DESIGN: CREE 2X2 LED FLAT PANEL.
3. NEW WALL MOUNTED LIGHTING FIXTURE - BASIS OF DESIGN: MODERN FE113-LE800-W-W-F WALL MOUNTED.
4. EXISTING ELECTRIC UNIT HEATER TO REMAIN.

CEILING SYMBOLS LEGEND

- NEW 24" X 24" ACOUSTICAL CEILING TILES AND GRID.
- NEW GYPSUM BOARD CEILING/ SOFFIT
- DENOTES CENTERING OF GRID OR CENTERING OF TILE
- DENOTES EDGE OF GRID AND EDGE FULL OF TILE
- NEW 24" X 48" DIRECT/INDIRECT LIGHT FIXTURE
- NEW 24" X 24" DIRECT/INDIRECT LIGHT FIXTURE
- NEW RECESSED DOWNLIGHT



CI CEILING PERIMETER DETAIL
SCALE: 6" = 1'-0"



1 FIRST FLOOR REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

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CERTIFICATION:

REVISIONS		
NO.	DATE	DESCRIPTION

EAST HARTFORD PUBLIC SCHOOLS
EAST HARTFORD MIDDLE SCHOOL
POOL LOCKER ROOM RENOVATIONS
777 BURNSIDE AVE, EAST HARTFORD,
CT 06108

DRAWING TITLE:
REFLECTED CEILING PLAN

SCALE: As indicated	DRAWN BY: LW/RMR	REVIEWED BY: PAL
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DRAWING NO.
A-201

DATE: FEBRUARY 21, 2024	JOB NUMBER: 23001
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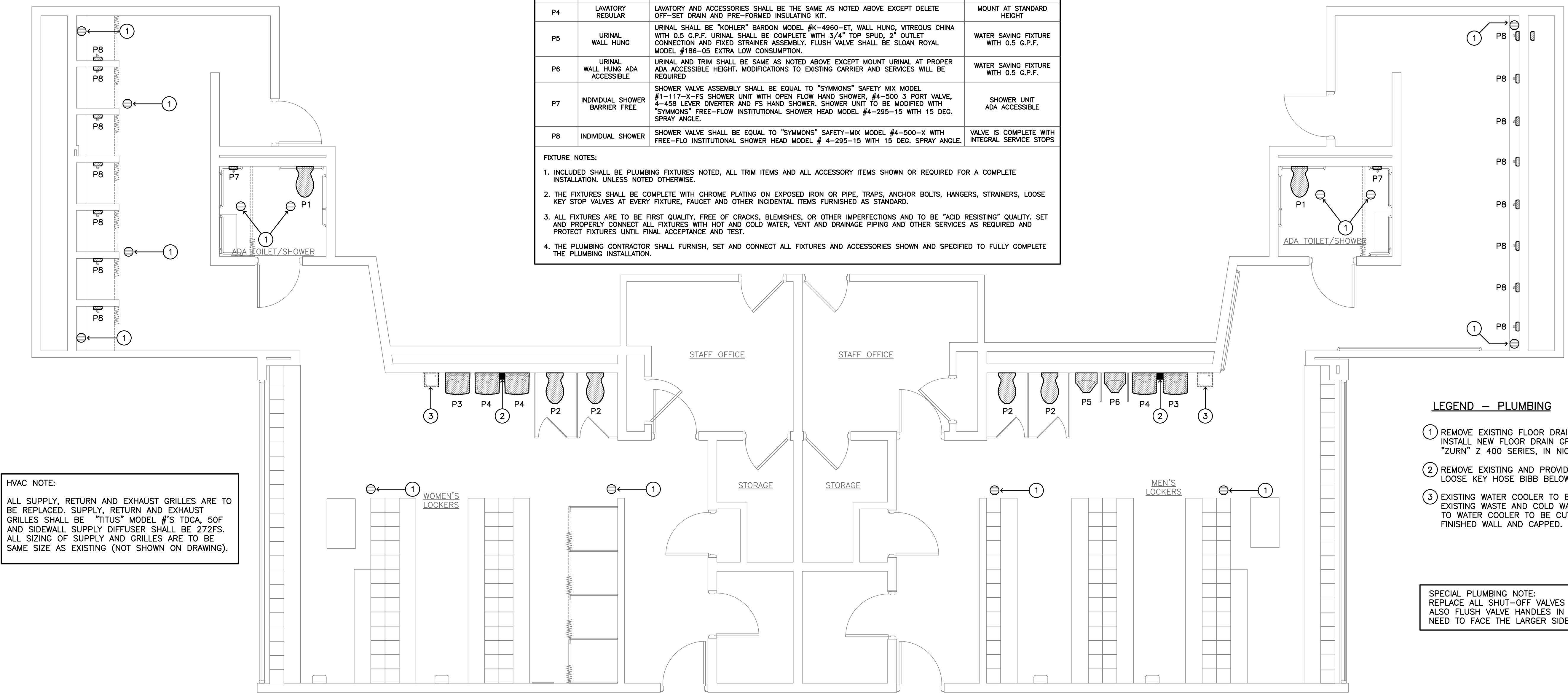
GENERAL DRAFTING & DESIGN, INC.
CONSULTING ENGINEERS
140 Washington Avenue, 3rd Floor
North Haven, Connecticut 06473
P. 203.239.8818 gdd@comcast.net

NOTE:
THE EXISTING PLUMBING FIXTURES TO BE REMOVED AND REPLACED WITH NEW ARE NOTED P1 THRU P8. PLUMBING CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING FIXTURES AND TRIM AND INSTALL NEW FIXTURES AND TRIM AS NOTED IN THE FIXTURE SPECIFICATIONS. THE INTENT OF THE PROJECT IS FOR FIXTURE REPLACEMENT IN KIND EXCEPT THE WATER COOLERS.

SYMBOL	FIXTURE TYPE	FIXTURE SPECIFICATIONS	COMMENTS
P1	WATER CLOSET WALL HUNG ADA ACCESSIBLE	WATER CLOSET SHALL BE "KOHLER" KINGSTON MODEL #K-4325, ADA WALL HUNG VITREOUS CHINA, WITH ELONGATED BOWL AND WHITE KOHLER STRONGHOLD COMMERCIAL TOILET SEAT #K-4731-C. FLUSH VALVE SHALL BE SLOAN ROYAL MODEL #111-1.28.	WALL HUNG SET AT PROPER HEIGHT FOR ADA
P2	WATER CLOSET REGULAR	WATER CLOSET SHALL BE SAME AS ABOVE EXCEPT MOUNT AT STANDARD HEIGHT	MOUNT AT STANDARD HEIGHT
P3	LAVATORY ADA ACCESSIBLE	LAVATORY SHALL BE "KOHLER" GREENWICH MODEL #K-2032 20"x18" WALL MOUNTED WITH CHICAGO FAUCETS MODEL #3502-4E2805ABCP DECK-MOUNTED METERING FAUCET WITH 4" DECK PLATE, VITREOUS CHINA. SUPPLIES SHALL BE #K-7607, TRAP SHALL BE #K-9000. LAVATORY REQUIRES OFF-SET DRAIN NUMBER K-13685. INSULATE TRAP AND SUPPLIES BELOW LAVATORY WITH "HANDI LAV-GUARD" PRE-FORMED INSULATING KIT AS MANUFACTURED BY TRU BRO. INC. SET LAV AT PROPER HEIGHT FOR HANDICAPPED. LAVATORY SHALL BE SUPPORTED ON PROPER BLOCKING IN WALL.	MOUNT AT PROPER HEIGHT FOR ADA
P4	LAVATORY REGULAR	LAVATORY AND ACCESSORIES SHALL BE THE SAME AS NOTED ABOVE EXCEPT DELETE OFF-SET DRAIN AND PRE-FORMED INSULATING KIT	MOUNT AT STANDARD HEIGHT
P5	URINAL WALL HUNG	URINAL SHALL BE "KOHLER" BARON MODEL #K-4960-ET, WALL HUNG, VITREOUS CHINA WITH 0.5 G.P.F. URINAL SHALL BE COMPLETE WITH 3/4" TOP SPUD, 2" OUTLET CONNECTION AND FIXED STRAINER ASSEMBLY. FLUSH VALVE SHALL BE SLOAN ROYAL MODEL #186-05 EXTRA LOW CONSUMPTION.	WATER SAVING FIXTURE WITH 0.5 G.P.F.
P6	URINAL WALL HUNG ADA ACCESSIBLE	URINAL AND TRIM SHALL BE SAME AS NOTED ABOVE EXCEPT MOUNT URINAL AT PROPER ADA ACCESSIBLE HEIGHT. MODIFICATIONS TO EXISTING CARRIER AND SERVICES WILL BE REQUIRED	WATER SAVING FIXTURE WITH 0.5 G.P.F.
P7	INDIVIDUAL SHOWER BARRIER FREE	SHOWER VALVE ASSEMBLY SHALL BE EQUAL TO "SYMMONS" SAFETY MIX MODEL #1-117-X-FS SHOWER UNIT WITH OPEN FLOW HAND SHOWER, #4-500 3 PORT VALVE, 4-458 LEVER DIVERTER AND FS HAND SHOWER. SHOWER UNIT TO BE MODIFIED WITH "SYMMONS" FREE-FLOW INSTITUTIONAL SHOWER HEAD MODEL #4-295-15 WITH 15 DEG. SPRAY ANGLE.	SHOWER UNIT ADA ACCESSIBLE
P8	INDIVIDUAL SHOWER	SHOWER VALVE SHALL BE EQUAL TO "SYMMONS" SAFETY-MIX MODEL #4-500-X WITH FREE-FLOW INSTITUTIONAL SHOWER HEAD MODEL # 4-295-15 WITH 15 DEG. SPRAY ANGLE.	VALVE IS COMPLETE WITH INTEGRAL SERVICE STOPS

FIXTURE NOTES:

- INCLUDED SHALL BE PLUMBING FIXTURES NOTED, ALL TRIM ITEMS AND ALL ACCESSORY ITEMS SHOWN OR REQUIRED FOR A COMPLETE INSTALLATION, UNLESS NOTED OTHERWISE.
- THE FIXTURES SHALL BE COMPLETE WITH CHROME PLATING ON EXPOSED IRON OR PIPE, TRAPS, ANCHOR BOLTS, HANGERS, STRAINERS, LOOSE KEY STOP VALVES AT EVERY FIXTURE, FAUCET AND OTHER INCIDENTAL ITEMS FURNISHED AS STANDARD.
- ALL FIXTURES ARE TO BE FIRST QUALITY, FREE OF CRACKS, BLEMISHES, OR OTHER IMPERFECTIONS AND TO BE "ACID RESISTING" QUALITY. SET AND PROPERLY CONNECT ALL FIXTURES WITH HOT AND COLD WATER, VENT AND DRAINAGE PIPING AND OTHER SERVICES AS REQUIRED AND PROTECT FIXTURES UNTIL FINAL ACCEPTANCE AND TEST.
- THE PLUMBING CONTRACTOR SHALL FURNISH, SET AND CONNECT ALL FIXTURES AND ACCESSORIES SHOWN AND SPECIFIED TO FULLY COMPLETE THE PLUMBING INSTALLATION.



HVAC NOTE:
ALL SUPPLY, RETURN AND EXHAUST GRILLES ARE TO BE REPLACED. SUPPLY, RETURN AND EXHAUST GRILLES SHALL BE "TITUS" MODEL #S1 TDCA 50F AND SIDEWALL SUPPLY DIFFUSER SHALL BE 27ZFS. ALL SIZING OF SUPPLY AND GRILLES ARE TO BE SAME SIZE AS EXISTING (NOT SHOWN ON DRAWING).

POOL LOCKER ROOM FLOOR PLAN - PLUMBING
SCALE: 1/4" = 1'-0"

MECHANICAL SPECIFICATIONS

SCOPE

THE WORK TO BE DONE UNDER THIS DIVISION OF THE SPECIFICATIONS INCLUDE THE FURNISHING OF ALL EQUIPMENT, SUPPLIES, LABOR, SUPERVISION AND ALL MATERIALS NOT SPECIFICALLY MENTIONED, READY FOR USE, PLUMBING, FIRE PROTECTION, HEATING AND VENTILATION EQUIPMENT AND ASSOCIATED ITEMS. IT IS THE INTENTION OF THE SPECIFICATIONS AND DRAWINGS TO CALL FOR FINISHED WORK, TESTED AND READY FOR OPERATION. IT IS THE INTENT THAT ALL MECHANICAL WORK AND MATERIALS NECESSARY TO COMPLETE THE ENTIRE PROJECT IN ACCORDANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS, WHERE SPECIFICALLY MENTIONED HERE OR NOT, SHALL BE FURNISHED. ALL WORK AND MATERIALS NECESSARY TO FULFILL THIS INTENT SHALL BE SUPPLIED UNDER THE MECHANICAL SPECIFICATIONS WITHOUT ADDITIONAL COST TO THE OWNER.

CODES, RULES, PERMITS AND FEES

THIS CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES, OBTAIN ALL PERMITS AND PAY ALL STATE AND LOCAL TAXES, FEES AND OTHER COSTS IN CONNECTION WITH HIS WORK; FILE ALL NECESSARY PLANS, PREPARE ALL DOCUMENTS AND OBTAIN ALL NECESSARY APPROVALS OF ALL STATE AND LOCAL DEPARTMENTS HAVING JURISDICTION; OBTAIN ALL REQUIRED CERTIFICATES OF INSPECTION FOR HIS WORK AND DELIVERY OF SAME TO THE OWNER BEFORE REQUEST FOR ACCEPTANCE AND FINAL PAYMENT FOR THE WORK.

THIS CONTRACTOR SHALL INCLUDE IN THE WORK, WITHOUT EXTRA COST TO THE OWNER, ANY LABOR, MATERIALS, SERVICES, APPARATUS, DRAWINGS (IN ADDITION TO CONTRACT DRAWINGS AND DOCUMENTS), IN ORDER TO COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS WHETHER OR NOT SHOWN ON THE DRAWINGS AND/OR SPECIFIED.

THIS CONTRACTOR SHALL PERFORM AND FILE ALL TESTS IN ACCORDANCE WITH CURRENT REGULATIONS OF THE STATE AND LOCAL AUTHORITIES. HE SHALL FURNISH AND INSTALL SIGNS REQUIRED BY THE STATE AND LOCAL AUTHORITIES. ALL MATERIALS FURNISHED AND ALL WORK INSTALLED SHALL COMPLY WITH THE RULES AND RECOMMENDATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS, WITH ALL REQUIREMENTS OF LOCAL UTILITIES COMPANIES, WITH THE RECOMMENDATIONS OF THE FIRE INSURANCE RATING ORGANIZATION HAVING JURISDICTION.

REGULATIONS

ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE CURRENT STATE OF CONNECTICUT BASIC BUILDING CODE, THE CURRENT STATE FIRE SAFETY CODE, ADA, UL, NEMA, OSHA, INTERNATIONAL PLUMBING CODE AND NFPA, WITH ALL REQUIREMENTS OF ALL GOVERNMENTAL DEPARTMENTS HAVING JURISDICTION. REQUIREMENTS OF THE ABOVE SHALL TAKE PRECEDENCE OVER PLANS AND SPECIFICATIONS.

GUARANTEE AND SERVICE

THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF THE INSTALLATION. IN ADDITION, THE CONTRACTOR SHALL PROVIDE, FREE OF CHARGE, ONE YEAR'S MAINTENANCE GUARANTEE OF MAINTAINED SERVICE AND ADJUSTMENT OF ALL EQUIPMENT IN THIS CONTRACT.

DRAWINGS AND INTENT

DRAWINGS ARE INTENDED AS WORKING DRAWINGS FOR GENERAL LAYOUT OF THE VARIOUS ITEMS OF EQUIPMENT. HOWEVER, LAYOUT OF EQUIPMENT, ACCESSORIES, SPECIALTIES, AND PIPING SYSTEMS ARE DIAGRAMMATIC UNLESS SPECIFICALLY DIMENSIONED, AND DO NOT NECESSARILY INDICATE EVERY REQUIRED PIPE, VALVE, FITTINGS, TRAP, ELBOW, TRANSITION, OFFSETS, JUNCTION OR SIMILAR ITEMS REQUIRED FOR A COMPLETE INSTALLATION.

WORK NOT INCLUDED

ALL CUTTING AND PATCHING, PIERS, UNTELS, ALL CONCRETE WORK, ELECTRICAL AND ALL PAINTING AS REQUIRED.

MEASUREMENTS

ALL MEASUREMENTS TAKEN AT THE BUILDING SHALL TAKE PRECEDENCE OVER SCALE DIMENSIONS. EVERY PART OF THE PLANS SHALL BE FITTED TO THE ACTUAL CONDITIONS AT THE BUILDING. IF IN CONFLICT WITH SCALE DIMENSIONS, CONTACT ARCHITECT FOR CLARIFICATION.

INTERRUPTION OF EXISTING SERVICES

PRIOR TO PERFORMING WORK REQUIRING INTERRUPTION OF EXISTING SERVICES, THE CONTRACTOR SHALL SECURE FROM THE OWNER, APPROVAL OF THE PROPOSED OPERATION. (72 HOURS IN ADVANCE).

WORK SHALL BE ARRANGED FOR CONTINUOUS PERFORMANCE WHENEVER POSSIBLE. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, INCLUDING OVERTIME, IF REQUIRED, TO ASSURE THAT EXISTING OPERATING SERVICES WILL BE SHUT DOWN ONLY DURING THE TIME ACTUALLY REQUIRED TO MAKE NECESSARY CONNECTIONS. ANY OVERTIME REQUIRED SHALL BE INCLUDED IN BASE BID COST.

PROTECTION OF FIXTURES, MATERIALS AND EQUIPMENT

CLOSE PIPE OPENINGS WITH CAPS OR PLUGS DURING INSTALLATION. TIGHTLY COVER AND PROTECT FIXTURES AND EQUIPMENT AGAINST DIRT, WATER AND CHEMICAL OR MECHANICAL INJURY. AT COMPLETION OF ALL WORK, FIXTURES, EXPOSED MATERIALS AND EQUIPMENT SHALL BE THOROUGHLY CLEANED.

DEMOLITION

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, ETC., REQUIRED TO COMPLETE ALL DEMOLITION WORK NECESSARY FOR THE FULL COMPLETION OF THIS CONTRACT. PROTECT ALL PARTS AND EQUIPMENT THAT ARE TO REMAIN. ASSUME FULL RESPONSIBILITY FOR DAMAGE. ALL ITEMS BEING REMOVED SHALL REMAIN THE PROPERTY OF THE OWNER UNLESS OTHERWISE INDICATED BY HIM. EQUIPMENT AND DEVICES THE OWNER DOES NOT WISH TO RETAIN SHALL BECOME THE PROPERTY OF THIS CONTRACTOR AND REMOVED FROM THE SITE. ALL MATERIAL CHOSEN TO BE RETAINED BY THE OWNER SHALL BE DELIVERED BY THE CONTRACTOR TO SUCH POINT AS DESIGNATED BY THE OWNER.

EXAMINATION OF PREMISES - SPECIAL NOTE

NO CONSIDERATION OR ALLOWANCE WILL BE GRANTED FOR FAILURE TO VISIT SITE, OR FOR ANY ALLEGED MISUNDERSTANDING OF MATERIALS TO BE FURNISHED, OR WORK TO BE DONE, IT BEING THAT TENDER OR PROPOSAL INDICATED WITH IT AGREEMENT TO ITEMS AND CONDITIONS REFERRED TO HEREIN OR INDICATED ON AFOREMENTIONED DRAWINGS.

SCAFFOLDING, RIGGING AND HOISTING

UNLESS OTHERWISE SPECIFIED, CONTRACTOR SHALL FURNISH ALL SCAFFOLDING, RIGGING, HOISTING AND SERVICES NECESSARY FOR ERECTION AND DELIVERY INTO THE PREMISES OF ANY EQUIPMENT AND APPARATUS FURNISHED. REMOVE SAME FROM THE PREMISES WHEN NO LONGER REQUIRED.

HOUSEKEEPING

THIS CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STOCK OF MATERIALS AND EQUIPMENT STORED ON PREMISES IN A NEAT AND ORDERLY MANNER AND, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL OR RUBBISH CAUSED BY HIS EMPLOYEES AT WORK. HE SHALL REMOVE HIS RUBBISH AND SURPLUS MATERIALS FROM THE JOB SITE AND SHALL LEAVE THE PREMISES AND HIS WORK IN A CLEAN AND PERFECT CONDITION.

SHOP DRAWINGS

PRIOR TO DELIVERY TO JOB SITE, BUT SUFFICIENTLY IN ADVANCE OF REQUIREMENTS NECESSARY TO ALLOW ENGINEER AMPLE TIME FOR REVIEW, CONTRACTOR SHALL SUBMIT FOR APPROVAL, ELECTRONIC COPIES EACH OF SHOP DRAWINGS OF ALL EQUIPMENT TO ENGINEER AND ARCHITECT. ALL SHEET METAL FABRICATION SHALL BE DRAWN TO A SCALE OF 1/4" TO THE FOOT OR LARGER.

RECORD DRAWINGS

CONTRACTOR SHALL KEEP ACCURATE RECORD OF ALL DEVIATIONS IN WORK AS ACTUALLY INSTALLED FROM WORK INDICATED.

OWNER'S INSTRUCTIONS AND SYSTEM OPERATION

AT THE TIME OF THE JOB'S ACCEPTANCE BY OWNER, CONTRACTOR SHALL FURNISH ONE COMPLETE SET OF APPROVED CERTIFIED DRAWINGS TO THE OWNER.

PROTECTION OF POTABLE WATER SUPPLY

PROTECT POTABLE WATER SUPPLIES AGAINST BACKFLOW, BACK-SIPHONAGE, CROSS CONNECTION, AND OTHER UNSANITARY CONDITIONS. DO NOT DIRECTLY CONNECT POTABLE WATER TO, OR RUN WITHIN, ANY PIPING OR DEVICE CONTAINING OR CONVEYING SEWAGE WASTES, OR OTHER MATERIALS HAZARDOUS TO HEALTH AND SAFETY. EQUIP PLUMBING FIXTURE SUPPLIES, OTHER THAN "OVER-RIM" TYPE, WITH APPROVED VACUUM BREAKERS OR AIR GAP FITTINGS. SUPPLIES EQUIPPED FOR HOSE CONNECTION MUST HAVE INTEGRAL VACUUM BREAKERS.

DISINFECTION OF POTABLE WATER PIPING

COMPLETE AND EFFECTIVE DISINFECTION OF POTABLE WATER PIPING SYSTEMS AFTER TESTING AND ACCEPTANCE. DISINFECT AFTER FLUSHING WITH CLEAR WATER BY FILLING ENTIRE SYSTEM OR ANY PART THEREOF WITH WATER SOLUTION CONTAINING AT LEAST 50 PARTS PER MILLION OF AVAILABLE CHLORINE. ALLOW SOLUTION TO STAND IN SYSTEM AT LEAST 24 HOURS BEFORE FLUSHING OUT WITH CLEAN POTABLE WATER.

IN LIEU OF ABOVE, SWAB WATER CONTACTING SURFACES WITH SOLUTION CONTAINING AT LEAST 200 PARTS PER MILLION OF AVAILABLE CHLORINE. ALLOW SOLUTION TO STAND IN SYSTEM FOR AT LEAST THREE HOURS BEFORE FLUSHING OUT WITH CLEAN POTABLE WATER.

FIXTURES UNDER THIS SECTION

INCLUDED SHALL BE ALL PLUMBING FIXTURES, ALL TRIM ITEMS AND ALL ACCESSORY ITEMS SHOWN OR REQUIRED FOR A COMPLETE PLUMBING INSTALLATION.

THE FIXTURES SHALL BE COMPLETE WITH CHROME PLATING ON EXPOSED IRON OR PIPE, TRAPS, ANCHOR BOLTS, HANGERS, STRAINERS, LOOSE KEY STOP VALVES AT EVERY FIXTURE, FAUCET AND OTHER INCIDENTAL ITEMS FURNISHED AS STANDARD. THE PLUMBING CONTRACTOR SHALL FURNISH AND INSTALL ALL FIXTURES IN ACCORDANCE WITH THE DRAWINGS AND THE SCHEDULE. ALL FIXTURES ARE TO BE FIRST QUALITY, FREE OF CRACKS, BLEMISHES, OR OTHER IMPERFECTIONS AND TO BE "ACID RESISTING" QUALITY. SET AND PROPERLY CONNECT ALL FIXTURES WITH HOT AND COLD WATER, VENT AND DRAINAGE PIPING AND OTHER SERVICES AS REQUIRED AND PROTECT FIXTURES UNTIL FINAL ACCEPTANCE AND TEST.

THE PLUMBING CONTRACTOR SHALL FURNISH, SET AND CONNECT ALL FIXTURES AND ACCESSORIES SHOWN AND SPECIFIED TO FULLY COMPLETE THE PLUMBING INSTALLATION.

