



**Phase 2 – Renovations for:
Aerospace, Biomedical, Genomics and Culinary Academies
Newington High School
Newington, Connecticut**

**Addendum # 01
09-20-2016**

CLARIFICATIONS

1. What is the completion date for the Culinary Kitchen, Culinary Office, Culinary Storage, Culinary Mechanical Room, Culinary Cooler and Freezer Room, Event Center, Event Center Toilets, Storage and Closet, Exterior Vestibule and Corridor? Corridor includes: (Lobby #001 & Café #017)

The expectation is that the contractor awarded this project will provide a certificate of occupancy for the Culinary Arts Kitchen, Event Center, and related spaces by January 15, 2017.

2. Are all existing concrete floor slabs to be skim coated prior to new floor installation?

Yes. All floors within the construction zone to be skim coated.

3. Will the existing exposed CMU walls in the corridor be parged and then coated with a block sealer prior to painting?

Yes. All existing CMU walls on corridor side to be parged from floor to ceiling. After parging all CMU walls on corridor side to receive block sealer from floor to ceiling.

4. Will the CMU walls be existing in the following areas, Lobby #001 and Café #017 prior to Phase 2 construction?

Yes. CMU walls and hollow metal frames are being installed during the current construction work.

ADDENDUM #1 - continued

5. Spec 101400 3.4 indicates to see Schedule & Sketches at end of the section. These do not appear in the specs. Please provide.

Refer to attachment.

6. Please confirm there are 5 new RTUs and 2 skylights going on the roof that will need to flashed in.

There are (5) RTU's and (2) daylighting systems on the roof. Refer to M1.1 for correct number of RTU units and their locations.

All RTU's and daylighting systems, roof cuts, curbs, fire retardant blocking, flashing, steel framing and all associated components to complete the installation are to be included in the bid.

7. Drawings indicate aluminum column covers for the new vestibule, however there is no spec. There is a spec for GFG Fabrications (section 092713) which indicates for interior applications and no mention of columns. Please confirm the material for the columns and provide specification.

Refer to attachment.

8. Drawings indicate FRP in several locations. Please provide a specification with color, texture, etc.

No FRP refer to PVC1 in finish schedule. Refer to Clarifications answer previous #16c.

9. Spec 114510 provides a spec for a fridge/freezer. It also mentions to provide a minimum of one microwave and dishwasher but does not mention anything about a basis of design for these. Please provide quantity and spec for the microwave and dishwasher.

Refer to attachments. There will be (1) microwave, (2) dishwashers and (1) refrigerator. Finish: Stainless steel for ALL new appliances.

10. At the walkthrough there were several things mentioned that we'd like clarified:
 - a. It was mentioned that some of the new block walls that make up the corridor are being done as part of Phase 1, however Phase 2 drawings show this as new work for phase 2. Please confirm what walls will be in place during phase 1.

Block walls and hollow metal frames that make up the corridor (Lobby #001 and Café #017) will be installed in the current Phase 1 scope and should not be included in the bid. All furring, metal studs and gypsum board, etc. attached to these walls are to be included in the bid.

ADDENDUM #1 - continued

- b. There is currently a bearing wall where the new steel columns and support are shown for Phase 2. Will it be Phase 2's responsibility to demo and shore the wall as needed to create this opening?

Footings, columns, beam, shoring, etc. for structural work in existing bearing wall (column lines 5A and 5B) is part of the bid.

- c. Please confirm Phase 2 is responsible for any saw cutting and trenching required for underslab work that is not done by Phase 1

Phase 2 contractor is responsible for all saw cutting and trenching work not done in Phase 1. (Phase 1 is work currently underway as observed during pre-bid walkthrough)

11. Retainage and liquidated damages are not in the specifications. Could you please provide these amounts?

There will be a standard retainage of 5%.

12. Please provide the following specification items.

- a. Insurance requirement.

See attached General Conditions.

- b. Section 095250

See Section 092116.

- c. Section 108010

See attachment for Toilet and Bath Accessories.

13. Is temporary heat required during cold weather construction?

Yes, contractor to provide temporary heat.

14. Please advise if AISC certification is required for Steel Fabricator.

Yes. Refer to attached Structural Steel specification – Section 05120 (3-pages). Fabricator shall be certified in the AISC Quality Certification program or quality control procedures will be inspected by Owner's Testing agency.

15. Please indicate locations for the 2 different types of roller shade fabrics.

RS2 will be used at Biomedical Lab #27 and RS1 will be used at all other exterior windows.

ADDENDUM #1 - continued

16. Regarding the Finish Schedule:

- a. Product Code WS1 indicates some type of wall panel system in the exam area. However the elevation drawings do not indicate anything here. Please provide more information regarding this product (i.e. panel pattern, size of area to be covered, etc.)

Refer to finish schedule for WS1-Marlite Surface System MAP Panel system. Panel system to be full length and height of wall, Class A fire rating, varying panel sizes, combination of 1/3 standard metal veneer and 2/3 Signature Wood Veneer laminate panels, with 1/4" Narrow horizontal & vertical reveals, pattern: TBD.

- b. Please indicate which wall the digital accent wall (VWC1) in 031 is to be applied to. The wall finish columns indicate P15 on wall 4 walls and then the notes sections makes mention of the vinyl wall covering.

(DELETE) VWC1 Full height digital wallcovering accent, located in Digital Lab 031.

- c. The finish schedule indicates a product code PVC1. This item does not appear anywhere in the specs or documents. It mentions its going in Culinary, however the drawings indicate FRP panels for this area. Please clarify if this product is required. If so what is it and where is it going.

Refer to finish schedule for PVC1 (Altro Whiterock) specifications, PVC1-Hygienic wall clad panels to be located on all walls in Culinary full height. PVC1 is correct code, not FRP1.

17. The Room Finish Schedule shows EM-2 at rooms 001 & 017. There is no EM-2 in the Interior Finish Product List or in Spec Section 124813. What is the specification for this product? Also Drawing A9.1 Finish Plan is only showing one EM-2 mat at room 001 is there a second one required and if so what size is it?

(1) EM2 walk-off mat to be located in 001 Lobby in front of exterior door, see revised Finish Schedule for specification. Refer to A9.1 for location.

18. The Room Finish Schedule shows room 025 HC Toilet as receiving PTW-1 at the wet wall. Finish Plan A9.0 shows CTW-3 at the wet wall. Which is the correct finish?

CTW-3 is the correct wet wall finish, full height.

19. At room 024 Work Room the finish schedule note is showing CWT-3. The Elevations on drawing A6.0 for this room are not showing any wall tile. Is there wall tile required? If so provide elevation of extent of tile required.

No CWT-3 in 024 Work Rm.

ADDENDUM #1 - continued

20. Drawing A9.0 Finish Floor Plan room 026 Exam Area there is a note for CTW-2. Elevation 5 on A6.1 show this area to have a painted wall. What is the correct finish? If CTW-2 provide extent.

Full height CWT2 to be located above millwork in alcove. Refer to attached SK-1 for elevation.

21. At room 027 Biomedical sheet 090000 Finish Schedule note says CTW-2 Backsplash Accent. The elevation for this room on sheet A6.1 does not show any wall tile. Is there any wall tile required? If so provide elevation showing extent of wall tile.

No CWT-3 in 027 Biomedical.

22. On the Finish Schedule 090000 pg.5 there is a Finish PVC-1 Altro Whiterock. Under Typical Location it reads "Culinary". On the Room Finish Schedule the walls in the Culinary area are showing FRP-1. There's actually no PVC-1 listed anywhere on the Room Finish Schedule. Is there any PVC-1 required on this project and if so where?

Correct code is PVC-1, Altro Whiterock to be located on all walls full height in Culinary, Storage, Office, Cooler/ Freezer.

23. Request for information regarding the casework construction on the Newington High School Project. Specification Section 123553 Laboratory Casework calls for white maple. Drawings A6.1 and A7.0 show plastic laminate. Please verify if all the casework is to plastic laminate.

There is no Maple casework in project scope. Casework is finished in plastic laminate, refer to PL1 & PL2 in finish schedule for specifications and finishes. Refer to casework details on drawing A7.0.

24. Regarding the AIA A201-2007 only 2 pages are included in the specifications. Please provide all pages.

Refer to attached.

25. Please advise if item #5 on the Bid Form is applicable. If so, provide form to be signed and submitted.

Contractor to provide the affidavit.

26. Please confirm which is correct regarding unit prices:
- Bid Form states None
 - Section 012200, 3.1 has 10 items listed

The Bid Form is correct.

ADDENDUM #1 - continued

27. Please provide the prevailing wages for this project.

Refer to attached.

28. Please clarify if the Owner or the Contractor is to obtain and pay for the Town Permits.

Contractor is to obtain building permits. Fees will be waived.

29. Regarding Section 015000, please advise on the following:

- a. Is a field office trailer expected or can we use a room inside of the building for our office.

Room will be provided within construction area.

- b. Is a project sign expected per 3.3 D1

No.

30. Specs 095250 Gypsum Board & 108010 Toilet & Bath Accessories are not included in the spec manual, but are listed in TOC. Please provide.

Refer to attached. See Section 092116 for Gypsum Board spec.

31. Drawings A9.1 & E5.2 were received in the set but not in the TOC. Please clarify.

Drawings are part of bid set.

32. Drawing A4.0: The 3/32 scale seems to be incorrect. Please confirm to use 1/8 scale.

The scale is 1/8"=1'-0".

33. Regarding the Acid-Waste Neutralization Tank, detail 1/P6.1 states to refer to structural drawings for coordination. Structural drawings do not locate nor detail the acid-waste neutralization tank. Please provide location and detail on structural drawings.

Refer to drawing P1.1. Acid-Waste Tank is Located in Mechanical Room #023.

34. Exam Area 26 – Elevations 5 & 6/A6.1 call for epoxy sinks and epoxy counters. The plumbing drawings call for stainless steel self-rimming sinks at these 2 locations. Please clarify the sink material, epoxy or stainless steel.

ALL SINKS IN EPOXY COUNTERTOPS ARE EPOXY RESIN as casework details indicate. There are NO stainless steel sinks in epoxy countertops.

ADDENDUM #1 - continued

35. Elevation 4/A6.1 calls for Painted GWB. Drawing A9.0 call for this same wall to WS-1. Please clarify wall finish.

See Clarifications answer previous #16a.

36. Spec 083310, 2.2A.15: Please confirm this can be deleted.

Delete.

37. Drawing G1.1 calls for abuse resistant GWB on some wall types, to a height of 8'-0" A.F.F. The spec does not include abuse resistant GWB. Please clarify if abuse resistant gypsum board is intended.

All gypsum wall boards will be Abuse Resistant to 8'-0" A.F.F.

38. Spec 090000 page 11: Should location of WT1 be changed to Design Center per A9.0?

Refer to Specification Revisions #3 at end of addendum.

39. Spec 090000 page 2 'Walls': Please provide specifications for the Acrovyn crash rail and corner guards.

Refer to Specification Revisions #4 at end of addendum.

40. Spec 090000 page 12: Please provide a specification for the FRP1 panels, Class A.

See Clarifications answer previous #16c.

41. Spec's 096519 & 096816, para 1.2B.6 & 7: Is the Emission Control System required? If so, please provide specification.

Not required.

42. Spec 098413: Provide room names where these are required. Not in spec 090000.

There are no acoustical wall panels.

43. Please issue a Toilet Accessories specification for the mirrors and grab bars.

See Attachment.

44. Spec 101400, 3.4: Please provide a sign schedule and sketches.

See attachment.

ADDENDUM #1 - continued

45. Spec 101400, 2.5: Is a plaque required?

No.

46. Spec 101400, 2.4: Please confirm there are no dimensional characters in the project.

None.

47. Drawing A1.0: Please provide sizes of W.B. porcelain marker boards at rooms 011, 018, 020, 027, 031. Also, please confirm the W.B. in Room 021 are Wall Talkers type product.

W.B. porcelain marker board will be 4-ft-wide and 20-ft-long @Event Center #011, 24-ft-long @Aerospace #018 and Biomedical #27, 12-ft-long @Digital Lab #031. The boards will be full width of walls @Design Center#20, and the height will be 16" A.F.F. to the ceiling.

Yes, the W.B. @Genomics#21 will be 16-ft-long and Wall Talkers type product.

Refer to finish schedule WT1.

48. Drawing A5.1 Detail 2: Please provide more detail for the display case. The shape of the dotted line area seems to show an odd shape. Are these rectangular in size? Can you provide actual sizes and a model no.?

See attached cut sheet.

49. Room 002 Corner Guards: Drawing A1.0 says 5'-0" high and detail 3/A6.0 says 4'-0". Please specify correct height.

Corner Guards at Culinary to be 5'-0" high.

50. Spec 114510, 2.2A.7 & 8: Please provide specifications for the dishwasher and microwave.

See attached cuts for dishwasher and microwave. All new appliances to have stainless steel finish. Microwave is located in Work Room #024.

51. Drawing A1.0 Room 005: Please confirm the washer and dryer are NIC.

Washer and Dryer are to part of contract. Include in bid. See attached cuts for washer and dryer. Color: White

52. Spec 124813: Please a specification for EM2 shown on A9.1 and 090000 Rooms 001 and 017.

Refer to Revised Finish Schedule and Specification Revisions#2.

ADDENDUM #1 - continued

53. Drawing A4.0: Since no window sizes are provided for the shades, confirm we can scale them from the drawing (at 1/8" scale)?

Verify in field prior to ordering.

54. The Div 12 casework spec calls for 100% wood casework construction, including the shelves in the casework. However, details on Sheet A7 show p-lam covered shelves in the cabinets, and show the student stations in Genomics Room 021 as being p-lam on all sides in details 12, 13, and 14/A7.0. Furthermore, General Note 2 on A7.0 calls for all surfaces at all millwork to be covered in plastic laminate.
- a. Please clarify which casework is plastic laminate and which is wood.

All casework is to be covered in plastic laminate. Refer to PL1 and PL2 in Finish Schedule.

- b. Please clarify which cabinetry is to be Div 12 casework and which is to be Div 6 millwork.

Cabinetry is as per details on drawing A7.0. There are no Maple cabinets in project scope.

55. Epoxy resin countertops are detailed as 1-1/2" thick. Manufacturers offer a maximum thickness of 1-1/4"; 1" thick is typical. Please confirm that the 1" thickness is acceptable.

Yes; 1" thickness is acceptable.

56. Please confirm that Wood-Metal is an acceptable equal for Section 123553.

No.

57. Please confirm the Owner will furnish and install the low voltage tele/data/phone cabling/devices for this project and the project scope only include conduits, pull strings stubbed above the accessible ceilings.

The Owner will furnish and install the telephone and data cabling/devices. The project scope only includes the conduit (stubbed above the accessible ceilings), pull strings \ and boxes for these systems. All other low voltage wiring shall be provided by the electrical contractor as part of the project scope.

58. Please provide door hardware sets.

Will be issued on 09-23-2016 as Addendum#2.

59. Is the 3 compartment prep sink in the culinary kitchen existing or new?

Existing sink to be relocated as per drawings.

ADDENDUM #1 - continued

60. Who has the HVAC controls contract for the High School?

Environmental Systems Corporation
Address: 18 Jansen Court, West Hartford CT
Phone: 1-860-953-8800
Tim Corcoran

61. What fire alarm system is in the building and who monitors it?

The system is by "Notifier" and monitored by ITS.
Phone: 1-800-487-6290

62. Can you clarify the alternate #1 scope? Is it just the excavation and backfill, concrete footing and foundation? There are other site work items around it such as the concrete sidewalks, lawn, topsoil, bituminous curb, removal of existing asphalt.

Alternate #1 includes excavation, concrete footings, foundation, rebar and backfill. All other site work is part of base bid whether the alternate is accepted or not. Refer to attached L-1.0.

63. As per drawing M1.1

Contractor shall re-sheave and rebalance existing heating-ventilating air handling unit that serves the existing gang bathrooms (that are outside of the project work area) and culinary support areas. The prior project included demolition of ductwork from this existing system.

64. Are the new concrete slab haunches and CMU corridor walls to be included the bid?

No. The concrete slab haunches and CMU walls in the corridor will be completed by the current contractor and are not part of the scope. All metal studs, furring and gypsum board attached to the CMU walls are to be included in the bid.

65. In the Culinary Kitchen is there an additional hand sink on the north wall near the existing 2" gas line?

Yes. The underslab plumbing will be completed by the current contractor. Include in your bid the sink, pipe insulation, faucet, hot/cold water lines, vent line and tie-in to drain line. Match installation as new hand sink on west wall of Cooler/Freezer room.

66. Is there a cut for overhead projector mounting hardware?

See attachment.

67. Could you please include a list of pre-bid walkthrough attendees?

See attachment.

ADDENDUM #1 - continued

68. Please clarify faucets in epoxy countertops. Is 3 compartment sink existing and to be reinstalled in new location?

The lab sinks are noted on the plan P1.1 as fixture type "F". This includes the faucet and gas turret.

Drawing P1.1

Prep Room 022 – sink shall be plumbing fixture type "F".

Drawing P1.1

Aerospace 018, Work Room 024 and Biomedical 027 – Sinks shall be plumbing fixture type "F" less the gas turret. Provide Delta model #26C3944 Gooseneck faucet with lever handles and 1.5 GPM aerator in lieu of the Chicago Model 928 faucet.

Drawing P5.1

Culinary 002-change note on detail 4 regarding the 3 compartment sink to read "EXISTING 3-COMPARTMENT SINK TO BE RELOCATED BY PLUMBING CONTRACTOR. EXTEND/MODIFY EXISTING WATER, WASTE AND VENT PIPING AS REQUIRED"

Drawing P6.1

Change faucet for Plumbing Fixture Type F from Chicago model 928-317CP single water inlet to Chicago model 930-317CP two water inlet.

69. Should door #10B match the width of door#10B?

Change door #10B to pair of 3'-4" b x 7'-0" to match door #10A.

70. Clarification to wall covering VWC1 in Digital Lab #031

Delete wall covering from scope of work.

71. Please provide spec for Fire Extinguishers.

Delete Fire Extinguishers from scope of work.

ADDENDUM #1 - continued

ATTACHED DRAWINGS

L1.0 PROPOSED SITE & PARKING PLAN

SK-1 Exam Area 026 Elevation – 5/A6.1

FINISH SCHEDULE REVISIONS

1. (DELETE) VWC1 Full height digital wallcovering accent, located in Digital Lab 031.
2. (ADD) EM2
3. (ADD) WT1 location to be all classrooms and all walls in Design Center
4. (ADD) Crash Rail located in Cart Storage 030 to be: Mfg: CS Acrovyn, Style: SCR-166SSV, 16-gauge stainless steel, finish: TBD
5. (ADD) Corner guards located in Cart Storage 030 & Exam Area 026 style to be: Mfg: CS Acrovyn, Style: CO-8 Series, Full height rugged stainless steel corner guard, 3-1/2” legs, mechanically fastened, finish: T

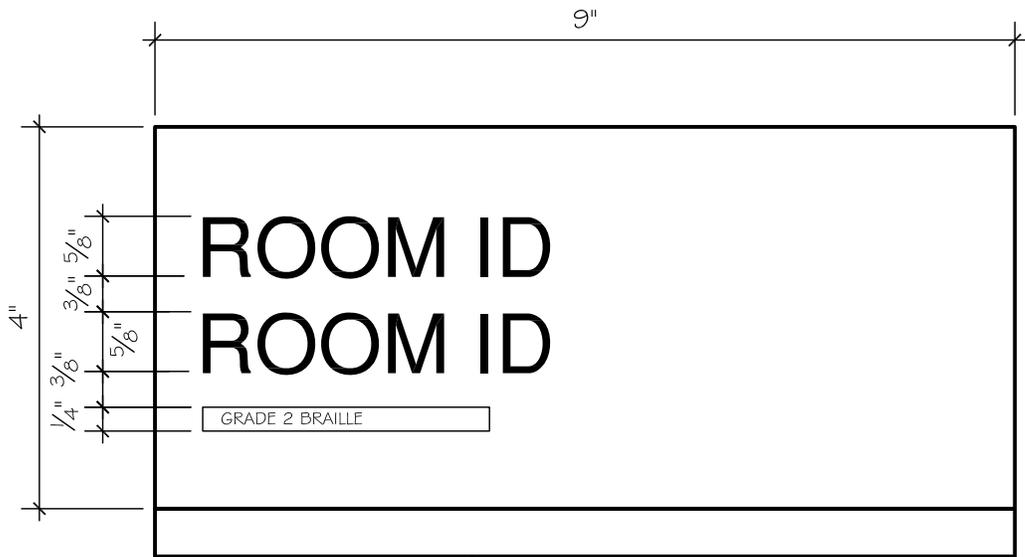
AFFIRMATIVE ACTION

The Contractor shall comply with Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended. An Affirmative Action Plan shall be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction. A minimum of twenty five percent (25%) of the contract award shall be to subcontractors holding current certification from the Connecticut Department of Administrative Services (hereafter “DAS”) under the provisions of Connecticut General Statutes §4a-60g, as amended. A minimum of twenty five percent (25%) of the contract award shall be with DAS certified Small and Minority owned businesses, and a minimum of twenty five percent (25%) of that work or portion of the contract award shall be with DAS certified Minority, Women and/or Disabled owned businesses. The Contractor shall demonstrate a good faith effort to meet the 25% set aside goals. The Contractor shall file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806. The set aside requirements are for the total contract award, not simply the portion funded by the State of Connecticut.

END OF ADDENDUM #01

RENOVATIONS OF NEW ACADEMICS
 NEWINGTON HIGH SCHOOL
 NEWINGTON, CT

ROOM ID	ROOM NAME	TEXT	Qty	SIGN TYPE	REMARKS
NOTE: FINAL ROOM ID (ROOM NAME, NUMBER AND SYMBOLS) AND MOUNTING LOCATIONS TO BE COORDINATED WITH CLIENT PRIOR TO SIGN FABRICATION					
1002	Culinary	Culinary	1	ROOM ID	
1003	Storage	Storage	1	ROOM ID	
1004	Coolers/Freezers	Coolers/Freezers	1	ROOM ID	
1005	Laundry Closet	Laundry Closet	1	ROOM ID	
1006	Office	Office	1	ROOM ID	
1007	Servery	Servery	1	ROOM ID	
1008	Mech.	Mech.	1	ROOM ID	
1011	Event Center	Event Center	1	ROOM ID	
1012	Closet	Closet	1	ROOM ID	
1013	Mens	Men's	1	ROOM ID	
1014	Closet	Closet	1	ROOM ID	
1015	Womens	Women's	1	ROOM ID	
1016	Storage	Storage	1	ROOM ID	
1018	Aerospace	Aerospace	1	ROOM ID	
1019	Storage	Storage	1	ROOM ID	
1020	Design Center	Design Center	1	ROOM ID	
1021	Genomics	Genomics	1	ROOM ID	
1022	Prep.	Prep.	1	ROOM ID	
1023	Mechanical	Mechanical	1	ROOM ID	
1024	Work Room	Work Room	1	ROOM ID	
1025	HC Toilet	Unisex Toilet	1	ROOM ID	
1026	Exam Area	Exam Area	1	ROOM ID	
1027	Biomedical	Biomedical	1	ROOM ID	
1028	Storage	Storage	1	ROOM ID	
1029	Office	Office	1	ROOM ID	
1031	Digital Lab	Digital Lab	1	ROOM ID	



NOTE HOLDER
WHERE REQUIRED

NOTES:
SEE SCHEDULE FOR ROOM NAMES.
SIGN WIDTH MAY BE REDUCED BY 1" IF NOT
REQUIRED FOR MULTI-LINE TEXT.

SIGN SKETCH - ROOM ID (MULTI-LINE)

Scale: 6" = 1'-0"

**QUISENBERRY ARCARI
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**RENOVATIONS OF NEW ACADEMICS
NEWINGTON HIGH SCHOOL**

NEWINGTON, CT

Issue Date:

20 September 2016

Sheet #:

SKA-101400-1

Project #:

QA 1443

Drawn By:

ESR



SIGN SKETCH - MEN'S

Scale: 6" = 1'-0"

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**RENOVATIONS OF NEW ACADEMICS
NEWINGTON HIGH SCHOOL**

NEWINGTON, CT

Issue Date:
20 September 2016

Sheet #:
SKA-101400-2

Project #:
QA 1443

Drawn By:
ESR



SIGN SKETCH - WOMEN'S

Scale: 6" = 1'-0"

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**RENOVATIONS OF NEW ACADEMICS
NEWINGTON HIGH SCHOOL**

NEWINGTON, CT

Issue Date: 20 September 2016	
Sheet #: SKA-101400-3	
Project #: QA 1443	Drawn By: ESR



SIGN SKETCH - TOILET

Scale: 6" = 1'-0"

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**RENOVATIONS OF NEW ACADEMICS
NEWINGTON HIGH SCHOOL**

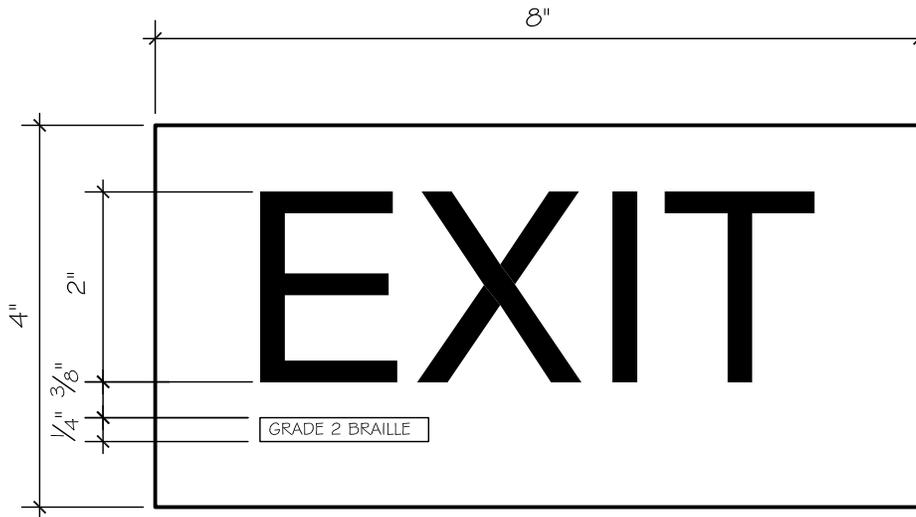
NEWINGTON, CT

Issue Date:
20 September 2016

Sheet #:
SKA-101400-4

Project #:
QA 1443

Drawn By:
ESR



SIGN SKETCH - EXIT

Scale: 6" = 1'-0"

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**RENOVATIONS OF NEW ACADEMICS
NEWINGTON HIGH SCHOOL**

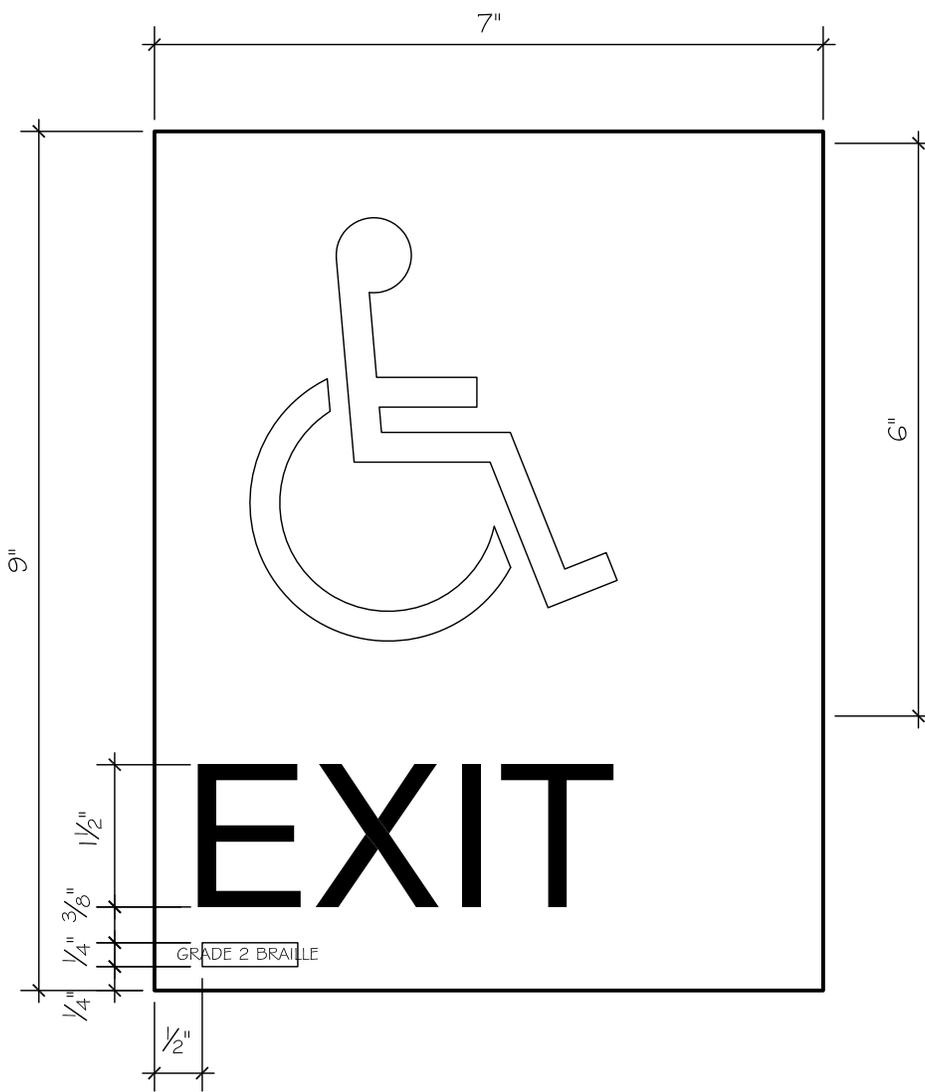
NEWINGTON, CT

Issue Date:
20 September 2016

Sheet #:
SKA-101400-5

Project #:
QA 1443

Drawn By:
ESR



SIGN SKETCH - HA / EXIT

Scale: 6" = 1'-0"

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**RENOVATIONS OF NEW ACADEMICS
NEWINGTON HIGH SCHOOL**

NEWINGTON, CT

Issue Date: 20 September 2016	
Sheet #: SKA-101400-6	
Project #: QA 1443	Drawn By: ESR

**NEWINGTON HIGH SCHOOL
NEWINGTON, CT
STATE PROJECT NO. 094-0105 A**

SECTION 057500 – DECORATIVE FORMED METAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section “Summary”, Paragraph 1.1A, entitled “Related Documents.”

1.2 SUMMARY

- A. This Section includes the following:
1. Exterior column covers.
- B. Related Sections include the following:
1. Division 05 Section "Metal Fabrications" for non-ornamental metal fabrications.

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Loads: Capable of withstanding the following structural loads without exceeding the allowable design working stress of materials involved, including anchors and connections, and without exhibiting permanent deformation in any components:
1. Wind Loads on Exterior Items: As indicated on Drawings and complying with requirements of the Connecticut State Building Code.
- B. Seismic Performance: Capable of withstanding the effects of earthquake motions determined according to ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 9, "Earthquake Loads" and the Connecticut State Building Code.
- C. Thermal Movements: Provide exterior ornamental formed-metal assemblies that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- D. Corrosion Control: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated, including finishes.

**NEWINGTON HIGH SCHOOL
NEWINGTON, CT
STATE PROJECT NO. 094-0105 A**

- B. Shop Drawings: Detail fabrication and installation of ornamental formed metal. Include plans, elevations, sections, and details of components and their connections. Show anchorage and accessory items.
 - 1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer licensed in the State of Connecticut responsible for their preparation.
 - 2. Provide templates for anchors and bolts specified for installation in other Sections.
- C. Coordination Drawings: For ornamental formed-metal elements housing items specified in other Sections. Show dimensions of housed items, including locations of housing penetrations and attachments, and necessary clearances.
- D. Samples for Verification: For each type of exposed finish required, prepared on 6-inch- square samples of metal of same thickness and material indicated for the Work. E. Welding certificates.
- F. Qualification Data: For fabricator and professional engineer.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing ornamental formed metal similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
 - 1. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer licensed in the State of Connecticut.
- B. Source Limitations: Obtain each ornamental formed-metal item through one source from a single manufacturer.
- C. Welding: Qualify procedures and personnel according to the following:
 - 1. AWS D1.2, "Structural Welding Code - Aluminum."
- D. Installer Qualifications: An experienced installer who has completed at least ten installations of ornamental formed metal similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver ornamental formed-metal products wrapped in protective coverings and strapped together in suitable packs or in heavy-duty cartons. Remove protective coverings before they stain or bond to finished surfaces.
- B. Store products on elevated platforms in a dry location.

**NEWINGTON HIGH SCHOOL
NEWINGTON, CT
STATE PROJECT NO. 094-0105 A**

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls, columns, beams, and other construction contiguous with ornamental formed metal by field measurements before fabrication and indicate measurements on Shop Drawings.

1.8 COORDINATION

- A. Coordinate installation of anchorages for ornamental formed-metal items. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- B. Coordinate installation of ornamental formed metal with adjacent construction to ensure that wall assemblies, flashings, trim, and joint sealants, are protected against damage from the effects of weather, age, corrosion, and other causes.

PART 2 - PRODUCTS

2.1 SHEET METAL

- A. General: Provide sheet metal without pitting, seam marks, roller marks, stains, discolorations, or other imperfections where exposed to view on finished units.
- B. Aluminum Sheet: Flat sheet complying with ASTM B 209, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than strength and durability properties of alloy 5005-H32.

2.2 MISCELLANEOUS MATERIALS

- A. Gaskets: As required to seal joints in ornamental formed metal and remain weathertight; and as recommended in writing by ornamental formed-metal manufacturer.
 - 1. ASTM D 1056, Type 1, Class A, grade as recommended by gasket manufacturer to obtain seal for application indicated.
 - 2. Closed cell polyurethane foam, adhesive on two sides, release paper protected.
- B. Sealants, Exterior: ASTM C 920; elastomeric polyurethane sealant; of type, grade, class, and use classifications required to seal joints in ornamental formed metal and remain weathertight; and as recommended in writing by ornamental formed-metal manufacturer.
- C. Filler Metal and Electrodes: Provide type and alloy of filler metal and electrodes as recommended by producer of metal to be welded or brazed and as necessary for strength, corrosion resistance, and compatibility in fabricated items.
 - 1. Use filler metals that will match the color of metal being joined and will not cause discoloration.
- D. Fasteners: Use fasteners fabricated from same basic metal and alloy as fastened metal, unless otherwise indicated. Do not use metals that are corrosive or incompatible with materials joined.

**NEWINGTON HIGH SCHOOL
NEWINGTON, CT
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1. Provide concealed fasteners for interconnecting ornamental formed-metal items and for attaching them to other work, unless otherwise indicated.
 2. Provide Phillips flat-head machine screws for exposed fasteners, unless otherwise indicated.
- E. Structural Anchors: For applications indicated to comply with certain design loads, provide torquecontrolled expansion anchors fabricated from corrosion-resistant materials with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
- F. Nonstructural Anchors: For applications not indicated to comply with design loads, provide powderactuated fasteners of type, size, and material necessary for type of load and installation indicated, as recommended by manufacturer, unless otherwise indicated. Use nonferrous-metal or hot-dip galvanized anchors for exterior installations and elsewhere as needed for corrosion resistance.
- G. Anchor Materials:
1. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainlesssteel bolts, ASTM F 593, and nuts, ASTM F 594.
- H. Backing Materials: Provided or recommended by ornamental formed-metal manufacturer.
- I. Isolation Coating: Manufacturer's standard bituminous paint.

2.3 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble ornamental formed-metal items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- B. Coordinate dimensions and attachment methods of ornamental formed-metal items with those of adjoining construction to produce integrated assemblies with closely fitting joints and with edges and surfaces aligned, unless otherwise indicated.
- C. Form metal to profiles indicated, in maximum lengths to minimize joints. Produce flat, flush surfaces without cracking or grain separation at bends. Fold back exposed edges of unsupported sheet metal to form a 1/2-inch- wide hem on the concealed side, or ease edges to a radius of approximately 1/32 inch and support with concealed stiffeners.
- D. Increase metal thickness or reinforce with concealed stiffeners, backing materials, or both, as needed to provide surface flatness equivalent to stretcher-leveled standard of flatness and sufficient strength for indicated use.
1. Support joints with concealed stiffeners as needed to hold exposed faces of adjoining sheets in flush alignment.
- E. Build in straps, plates, and brackets as needed to support and anchor fabricated items to adjoining construction. Reinforce ornamental formed-metal items as needed to attach and support other construction.
- F. Provide support framing, mounting and attachment clips, splice sleeves, fasteners, and accessories needed to install ornamental formed-metal items.

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NEWINGTON, CT
STATE PROJECT NO. 094-0105 A**

- G. Where welding or brazing is indicated, weld or braze joints and seams continuously. Grind, fill, and dress to produce smooth, flush, exposed surfaces in which joints are not visible after finishing is completed.
1. Use welding and brazing procedures that will blend with and not cause discoloration of metal being joined.

2.4 COLUMN COVERS

- A. Basis of Design Product: Subject to compliance with requirements, provide **Centria; Column Cover Series 3000** or comparable product by one of the following:
1. Industrial Louvers, Inc.
 2. MM Systems Corporation.
 3. Pittcon Industries.
- B. Snap-Together Type: Form column covers to shapes indicated from metal of type and minimum thickness indicated below. Return vertical edges and bend to form hook that will engage continuous mounting clips.
1. Aluminum Sheet: 0.080- inch minimum thickness.
 - a. Finish: High-performance organic coating.
 2. Form returns at vertical joints to provide hairline V-joints.
 3. Fabricate column covers without horizontal joints up to a height of 15'-0".
 4. Size: As indicated.

2.5 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Apply organic finishes to formed metal after fabrication, unless otherwise indicated.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.6 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. High-Performance Organic Finish (2-Coat Fluoropolymer): AA-C12C40R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: conversion coating; Organic Coating: manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with AAMA 2605 and with coating and resin manufacturers' written instructions. COLOR TO BE SELECTED BY ARCHITECT.

**NEWINGTON HIGH SCHOOL
NEWINGTON, CT
STATE PROJECT NO. 094-0105 A**

1. Color: Custom to match exterior curtain all finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of ornamental formed metal.
 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Locate and place ornamental formed-metal items level and plumb and in alignment with adjacent construction.
- B. Use concealed anchorages. Provide brass or lead washers fitted to screws where needed to protect metal surfaces and to make a weathertight connection.
- C. Form tight joints with exposed connections accurately fitted together. Provide reveals and openings for sealants and joint fillers as indicated.
- D. Install concealed gaskets, joint fillers, insulation, sealants, and flashings, as the Work progresses, to make exterior ornamental formed-metal items weatherproof.
- E. Corrosion Protection: Apply nonmelting/nonmigrating-type bituminous coating or other permanent separation materials on concealed surfaces where metals would otherwise be in direct contact with substrate materials that are incompatible or could result in corrosion or deterioration of either material or finish.

3.3 ADJUSTING

- A. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit or provide new units.

3.4 PROTECTION

- A. Protect finishes of ornamental formed-metal items from damage during construction period. Remove temporary protective coverings at time of Substantial Completion.

END OF SECTION 057500

GE® ENERGY STAR® 18.2 Cu. Ft. Top-Freezer Refrigerator



Model# GIE18ISHSS



FEATURES

Temperature Management Features	Air Tower
Defrost Type	Frost Free
Control Type	Upfront Dual Temperature Controls
Icemaker	Factory-Installed
Fresh Food Cabinet Shelves	3 Total - Glass 3 Adjustable 2 Split; 1 Full-Width
Fresh Food Door Shelves	3 Total 3 with Gallon Storage 1 Split
Fresh Food Cabinet Drawers	3 Total 2 Clear 1 Snack Drawer
Fresh Food Door Features	Gallon Storage Dairy Compartment
Fresh Food Features	Interior Lighting
Freezer Cabinet Shelves	1 Total Wire 1 Step Shelf
Freezer Door Shelves	2 Total Fixed
Freezer Features	Spillproof Freezer Floor
Exterior Style	Free-Standing
Leveling System	2 Point Front Adjustable
Performance Features	Easily Removable Door Gaskets Never Clean Condenser

- #1 in Quality and Dependability - Among 14-18 cu. ft. refrigerators based on an independent study of property maintenance personnel. Source: The Stevenson Company, 2016—Market research company with over 20 years of experience in the appliance industry
- 29-1/2" wide -
- Upfront dual temperature controls - Separate controls for the freezer and fresh food compartments regulate interior temperatures
- Adjustable glass shelves - A variety of shelf configurations provide additional options for food storage
- Snack drawer - Conveniently stores favorite foods and allows for quick, easy access
- Large door storage - Offers ideal space for storing large containers in the door, freeing up valuable shelf space
- Clear drawers - Transparent drawers make finding your favorite items quick and easy
- Factory-installed icemaker - Refrigerator comes ready to automatically create ice
- Adjustable wire freezer shelf - Easily adjusts between two positions to accommodate items of all shapes and sizes
- Spillproof freezer floor - Seamless design of the freezer floor wipes up easily for quick cleanup
- Quick door reversal - Easily adjust refrigerator and freezer doors to swing from the left or the right side.

Have more questions? Please contact 1-800-626-2005

GE® ENERGY STAR® 18.2 Cu. Ft. Top-Freezer Refrigerator



Model# GIE18ISHSS

APPROXIMATE DIMENSIONS (HxDxW)

- 66 5/8 in x 34 1/2 in x 29 1/2 in

CAPACITY

- Total Capacity (cubic feet) 18.2 cu ft
- Fresh Food Capacity 13.05 cu ft
- Freezer Capacity 5.13 cu ft

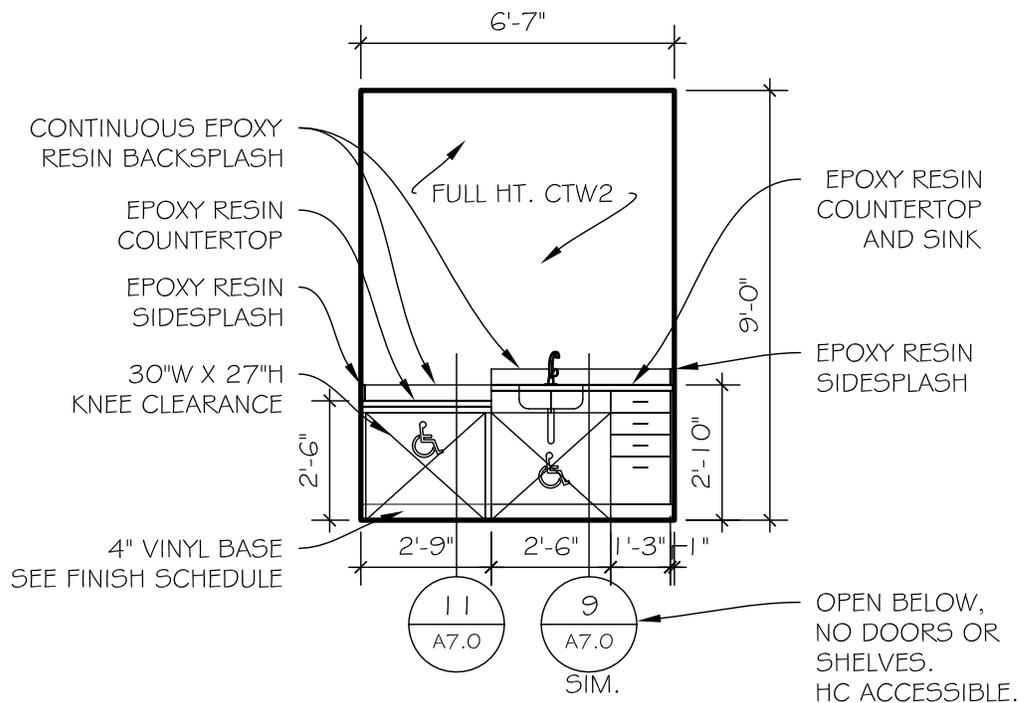
Claims & Certifications

- ADA Compliant
- ENERGY STAR® Qualified
- MADE IN AMERICA: 70 to 90% U.S. Content

WARRANTY

- Parts Warranty - Limited 1-year entire appliance
- Labor Warranty - Limited 1-year entire appliance
- Warranty Notes - See written warranty for full details

Have more questions? Please contact 1-800-626-2005



Exam Area 026 Elevation- 5/A6.1

Scale: 1/4" = 1'-0"

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**NEWINGTON
HIGH SCHOOL**

605 WILLARD AVENUE, NEWINGTON CT

Issue Date:

9.20.16 Addendum #1

Sheet #:

SK-1

Project #:

1443

Drawn By:

ESR



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GE® ENERGY STAR® 4.8 DOE CU. FT. CAPACITY RIGHTEIGHT™ DESIGN FRONT LOAD WASHER

GFWR4805FRR

★★★★★ 4.5 | (140)

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\$1400 MSRP

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Available Colors



Approx. Dimensions (HxWxD)

47 in x 28 in x 34 2/5 in



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FEATURES

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Number of Cycles

13

Washer Cycles

Active Wear
Basket Clean
Bulky/Bedding
Delicates/Hand Wash
NSF Allergen
NSF Sanitize
Normals/Mixed Loads
Power Clean
Rinse + Spin
Single Item
Speed Wash
Towels & Sheets
Whites

Washer Options/Settings

Max Rinse - 3 rinses

Dispenser

Bleach Timed Flow Through
Detergent (Liquid/Powder) Timed
Flow Through

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Control Type

Rotary-Electronic w/LEDs

Custom Cycles

Yes - My Cycle

Wash/Rinse Temperatures

5

Wash/Spin Speed Combinations

9

Washer Control Features

Add Garment



Adjustable End-of-Cycle Signal
Automatic Temperature Control
Control Lock
Delay Start - Up to 24 hours
LED Cycle Countdown
LED Cycle Status Lights
LED Indicators

Water Levels

Load-Sensing Adaptive Fill

Specialty Cycles

Extra Rinse - 3 levels
Overnight Dry
Pre-Wash
PreSoak - up to 8 hours
Stain Removal Guide

Whites Cycle

Yes

Colors Cycle

Normals/Mixed Loads

Adaptive Capabilities

Load-Sensing Adaptive Fill

Delicates Cycle

Delicates/Hand Wash

Steam Assist

Yes

Style

Front-Loading

Water Temp System

PerfectTemp Deluxe

Optional Soil Levels

Extra Heavy
Extra Light
Heavy
Light
Normal

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Overnight Dry



Stain Removal Guide

Yes

Vibration Control

Yes

Additional Washer Features

Advanced Vibration Control
Front Serviceable
Hydro Motion
Internal heater
LED Basket Light

Leveling Legs

Energy Saving Option	Yes - eWash Cold Wash Technology and eMonitor
Pedestal	RightHeight™ Design Built-in
Leveling System	Adjustable Leveling Legs
Maximum Spin Speed	1250 RPM
Receptacle Type	3-Prong Grounding

CAPACITY

Total Capacity (cubic feet)	4.8 cu ft
Wash Basket Type	Stainless Steel - Tilted

APPEARANCE

Color Appearance	Ruby Red
Control Panel Lens	Metallic Black
Door Style	See-Thru Glass
Handle	Chrome Pocket Handle Door
Installation	Undercounter, Side-by-Side, Built-In
Trim/Accents	Chrome Accents Chrome Knob with Rubber Grip

ECONOMICAL / QUIET

Quiet Package	Quiet-By-Design
---------------	-----------------

WEIGHTS & DIMENSIONS

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Approximate Shipping Weight	295 lb
-----------------------------	--------

Net Weight	279 lb
------------	--------

Overall Depth	34 2/5 in
---------------	-----------

Overall Height	47 in
----------------	-------

Overall Width	28 in
---------------	-------

POWER / RATINGS



Circuit Breaker or Time Delay Fuse 15 or 20 Amp

Motor Speeds Variable

Volts/Hertz 120V; 60Hz

CLAIMS & CERTIFICATIONS

ADA Compliant

CEE Tier III

ENERGY STAR® Qualified

Most Energy Efficient

MADE IN AMERICA: 70 to 90% U.S. Content

ACCESSORIES

Fill Hose WH41X10207 (sold separately)

WARRANTY

Labor Warranty Limited 1-year entire appliance

Parts Warranty Limited 1-year entire appliance

Warranty Notes See written warranty for full details

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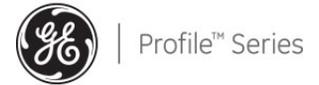


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GE Profile™ Series 1.5 Cu. Ft. Countertop Convection/Microwave Oven



Model# PEB9159SJSS



FEATURES

Cooking System	Turntable
Cooking Technology	Microwave/Convection
Electronic Digital Display with Clock	Yes (LED)
Express Cook	Instant-On 1-6
Instant On Controls	Yes
Microwave Watts (IEC-705)	1000.0
Power Levels	10
Rack Type	2 Removable Oven Racks - Pedestal
Sound Volume Control	On/Off
Timer (On/Off)	Yes
Turntable	Glass Recessed
Turntable Size	13.5
Convection Cooking Controls	Bake Roast
Microwave Sensor Cooking Controls	Auto Cook Popcorn Beverage Defrost
Control Features	Control Lock Cook Time Clock Timer Add 30 Seconds Mute Warm Convection Roast Combination Auto Cook
Microwave Oven Interior	Stainless Steel
Combination Cooking Controls	Combination Cook

- 1.5 cu. ft. capacity - 1000 Watts (IEC-705 test procedure)
- Convection cooking - Choose this setting when baking or browning is desired
- Sensor cooking controls - Automatically adjusts time and power for delicious cooking results
- Warming oven - Keeps prepared foods warm and fresh, and retains superb moistness and crispness
- Built-in capable microwave - This countertop microwave oven is built-in capable with a sleek matching trim kit
- Convection rack - Achieve golden-brown results with a specially designed rack that allows air to circulate around foods for even heat distribution during convection cooking
- Recessed turntable - Maximizes oven space and flush design easily accommodates multiple dishes

Have more questions? Please contact 1-800-626-2005

GE Profile™ Series 1.5 Cu. Ft. Countertop Convection/Microwave Oven



Profile™ Series

Model# PEB9159SJSS

APPROXIMATE DIMENSIONS (HxDxW)

- 13 1/8 in x 20 1/8 in x 21 7/8 in

CAPACITY

- Total Capacity (cubic feet) 1.5 cu ft
- Unit Capacity Family-Size

Claims & Certifications

- ADA Compliant

WARRANTY

- Parts Warranty - Limited 1-year entire appliance
- Labor Warranty - Limited 1-year entire appliance
- Warranty Notes - See written warranty for full details

Have more questions? Please contact 1-800-626-2005

 **AIA[®] Document A201[™] – 2007****General Conditions of the Contract for Construction****for the following PROJECT:***(Name and location or address)*

Newington High School
Renovations for Aerospace, Biomedical, Genomics and Culinary Academies
605 Willard Avenue, Newington, CT. 06111

THE OWNER:*(Name, legal status and address)*

Town of Newington
131 Cedar Street
Newington, CT. 06111

THE ARCHITECT:*(Name, legal status and address)*

Quisenberry Arcari Architects
318 Main Street
Farmington, CT. 06032

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ADDITIONS AND DELETIONS:

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. 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. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 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 (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 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.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 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.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.1.9 When applied to materials and equipment, the words "furnish", "install". And "provide" shall mean the following:

§ 1.1.9.1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit and ready for their intended use, as specified in paragraph 4.4.1 of the General Conditions.

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§ 1.1.9.2 The word "furnish" shall mean to secure, pay for, deliver to the site, unload and uncrate materials and equipment.

§ 1.1.9.3 The word "install" shall mean to place in position, incorporate in the work, adjust, clean and make fit and ready for use.

§ 1.1.9.4 The phrase "furnish and install" shall be equivalent to the word "provide".

§ 1.1.9.5 The phrase "match existing" shall mean the specified materials to be installed shall be identical to the existing materials in texture, coloration, width, and thickness. In all instances the "match existing" materials shall not be discernable in any respect from the existing materials.

§ 1.1.9.6 When the Contract Documents call for "match existing", the materials installed must match the existing work exactly in quality and appearance.

§ 1.1.9.7 When the Contract Documents do not call for exact matching, install materials as nearly as possible identical to the existing using normally available materials and workmanship. If normally available materials do not approximate existing work, notify the Architect. If in the Architect's judgment it is impossible to approximate existing work with normally available materials and workmanship, the Architect may issue suitable Change Orders.

§ 1.1.9.8 The term "existing" shall mean structural, interior and exterior surface coverings which are in place at the time of the commencement of the Work on the Project. Structures and materials which are not identified as "existing" are included in the Work.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 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 only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 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, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment 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.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. 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.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out 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 has been 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, except to the extent required by Section 6.1.3.

§ 2.4 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 written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 **PREQUALIFICATION** - In accordance with C.G.S. 4a-100, 4b-91 and 4b-101, for any contracts estimated in value to be greater than \$500,000.00, all bidders must be pre-qualified for the classification of work that they are bidding on. On the Form of Proposal, each bidder shall fill in the items in the qualification section pertaining to pre-qualification status. Each bidder shall also include the Department of Administrative Services Contractor Prequalification Update (Bid) Statement, the latest copy of which can be found at the DAS website for prequalification, web address as follows:<http://www.biznet.ct.gov/prequal/login/UpdateStatement.pdf>. Failure to submit this item with the bid will result in disqualification of the bidder.

§ 3.1.5 **QUALIFICATIONS OF THE BIDDING CONTRACTOR** – The Owner or designee may make such investigation as he deems necessary to determine the ability of Bidder to perform the work. The Bidder shall furnish all information and data for this purpose as the Owner may request. The Owner or designee reserves the right to reject any Bid if evidence submitted by the Bidder or investigation of the Bidder fails to satisfy the Owner or designee that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the work within a specified time

§ 3.1.5 **CONTRACT** - All Successful Bidders will be required to execute the Contract Agreement which is a part of this specification and will be required to comply with the insurance requirements as outlined in Article 11 of the General Conditions, and as modified by the Supplementary General Conditions in the Form of Agreement. The successful Bidder agrees to commence work within seven days of execution of a contract or receipt of a Limited Notice to Proceed, whichever is earlier. However, no contractor may perform any physical work on the site until they have an executed contract and furnished an insurance certificate.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 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.

§ 3.2.2 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 2.2.3, 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

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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.

§ 3.2.3 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.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 After reporting to the Architect any error, inconsistency, or omission it may discover in the Contract Documents, the Contractor shall not proceed with any work so affected without the Architect's written modification to the Drawings and/or Specifications.

§ 3.2.6 In the event of conflict between portions of the Contract Documents, Contractor shall ask for written decision from the Architect as to which method or material will be required.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 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.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 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.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 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 properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor is encouraged to use local labor where feasible, but not when it is at the expense of poor workmanship and/or higher cost.

§ 3.5 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 and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

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

§ 3.6.1 Under the terms of Regulation 16, referring to Contractors and Subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which Bidder is referred, the Contractor may purchase materials or supplies to be consumed in the performance of the Contract without payment of tax and shall not include in his Bid nor charge any use or sales tax thereon.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for 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.

§ 3.7.1.1 The Contractor is responsible for securing permits and Certificate of Occupancy. Payment for permits required by the Town will be waived. Payment for permits required by other jurisdictions are the responsibility of the Contractor.

§ 3.7.2 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.

§ 3.7.3 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.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an

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equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.5 The requirements of Subparagraphs do not waive the Contractor's responsibility of complying with the requirements of the Contract Documents when such regulations and requirements exceed those of any laws, ordinances, rules, regulations, and orders of any public authority bearing on the work.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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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.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 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.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect

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in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 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 for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or 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 materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 No burning of rubbish at the job site will be permitted. Provision for removal of rubbish will be made by the Contractor at no additional cost to The Town of Newington

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§ 3.16 ACCESS TO WORK

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

§ 3.17 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 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 that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 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 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 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.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 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.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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

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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 the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations 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.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 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's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 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. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. 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. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

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§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by 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 these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 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 construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 If the cost or credit to the Owner results from a change in the work, the value of such cost or credit shall be determined as follows:

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- .1 The cost of labor performed and material used by the Contractor with their own forces.
- .2 The cost of Workmen's Compensation, Federal Social Security, and Connecticut Unemployment Compensation in established rates, actual additional cost of payment and performance bonds.
- .3 Actual cost of rental rates for equipment employed and used directly on the work.
- .4 Fifteen percent (15%) of .1, .2, and .3 above-mentioned for overhead, superintendence and profit; however, if the work to be performed results in a credit to the Owner, no percentage for overhead and profit will apply.
- .5 On work to be performed by a Subcontractor, the Contractor's allowance is to be ten percent (10%) applied to a total cost of Subcontractor's work, including Contractor's allowance as per Paragraph 7.
- .6 On any changes involving the Contractor, Subcontractor or any contractor of theirs, their total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead and profit in accordance with Paragraph .5 above.
- .7 On work to be performed by a Subcontractor, the Subcontractor's allowance is to be fifteen percent (15%) for his overhead and profit applied to Paragraphs .1, .2, and .3 above.
- .8 The Contractor, when performing work under .3 shall, when requested, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has 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 will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 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 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. In order to expedient monthly payments during the course of the project, the Contractor shall review with the Architect a preliminary draft of the aforementioned application for payment to assure agreement with the Contractor before final copies of the application are typed and formally submitted. The Architect shall then review the Contractor's formal application for payment and certify in writing in accordance with Section 9.4, the total value of work done, including an allowance for the value of material delivered and suitably stored at the site at the time of such estimate. The Owner shall retain five percent (5%) of such estimated value, said retainage to be held by the Owner as part security for the fulfillment of this Contract by the Contractor, and shall monthly pay the Contractor, while carrying in the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of this Contract. Final payment, including the retainage, shall be due within thirty (30) days after completion of the Contract fully performed as determined by the Architect. The Town of Newington / The Contractor shall put forth its best effort to make payment within thirty (30) days after delivery of the item or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty (30) days unless otherwise specified.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, 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 suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. 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 encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 Applications for payments shall be submitted in four copies.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 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 in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 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 9.4.2 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 9.4.1. If the Contractor and 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 3.3.2, because of

- .1 defective Work not remedied;

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- .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 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 failures to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 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.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 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.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 No interest is to be allowed or paid by the Owner upon any monies retained under the provisions of this Contract.

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§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 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.

§ 9.8.2 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.

§ 9.8.3 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. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written 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 terms and conditions of 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 listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish 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 all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 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; or
- .3 terms of special warranties required by the Contract Documents.

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

§ 9.10.6 It is also agreed that no partial payments on account by The Town of Newington nor the presence of the Architect, or Inspectors or their supervisors or inspection of work or materials, nor the use of parts of the proposed structure shall constitute an acceptance of any part of the work prior to substantial completion as defined in Paragraph 9.8.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 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.

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§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 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 or the Contractor's Subcontractors or Sub-subcontractors; 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.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 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 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, 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 3.18.

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.

§ 10.2.10 The Contractor shall furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.

§ 10.2.11 The Contractor shall take immediate action to correct any hazardous conditions reported.

§ 10.2.12 No unauthorized visitors shall be allowed on the work site without permission from The Contractor or The Town of Newington.

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§ 10.2.13 The Contractor shall comply with the requirements of the Occupational Safety Act of 1969, including all standards and regulations which have been promulgated by the governmental authorities which have administered such acts; and said requirements, standards and regulations are incorporated herein by reference.

§ 10.2.14 The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, material men and all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material men and Subcontractors, to so comply.

§ 10.2.15 The Contractor shall indemnify the Owner, Employees, Agent and the Architect and save them harmless from any and all losses, cost and expenses, including fines and reasonable attorney's fees incurred by Owner, Employees, Agent and the Architect by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State and Local, which are currently in effect or which have become effective in the future, by the Contractor, its Subcontractors or material suppliers.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. 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 shut-down, delay and start-up.

§ 10.3.3 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 10.3.1 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.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 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.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The requirements of §11.1 shall apply to the Contractor and to any and all subcontractors.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents 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 during the Contractor's completed operations.

§ 11.1.5 GENERAL INSURANCE REQUIREMENTS - BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE

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REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

- Insurance companies must be rated A.M. Best A/VII or higher.
- Insurance companies must be licensed to do business in the State of Connecticut.
- All liability policies must be on an occurrence form.
- The Town of Newington, Newington Board of Education and Quisenberry Arcari Architects, L.L.C. and their consultants are to be included as additional insured on all policies.
- A 60-Day notice of cancellation is required on all policies.

Contractor's Liability Insurance:

1. Workers' Compensation statutory limits as required by the Labor Code of the State of Connecticut and any other state if the employees used on the project do not reside in Connecticut
2. Employers Liability limits:
 - a. \$500,000 per accident
 - b. \$500,000 disease, each employee

General Liability:

- a. \$2,000,000 general aggregate
- b. \$2,000,000 Products/completed operations aggregate
- c. \$1,000,000 personal and advertising injury
- d. \$1,000,000 each occurrence
- e. \$50,000 fire damage (any one fire)
- f. \$5,000 medical expenses (any one person)
 - Combined single limits (bodily injury/property damage)
 - ISO form CG 0001 11/88 or equivalent coverage required and should not exclude XCU or contractual liability. Any nonstandard exclusions should be noted on the certificate of insurance.
- The Town of Newington, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town of Newington, its officers, officials, employees or volunteers.

Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Connecticut and Employers Liability limits of \$500,000 per accident.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage must apply to owned, non-owned, and hired/leased autos.

Umbrella/Excess Liability: \$4,000,000 per occurrence – excess insurance is acceptable but must be as broad as the underlying policies.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained,

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unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 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 and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 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 bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, 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 9.9.1, 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 written 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. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 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.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 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.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 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;

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- .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.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written 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.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 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 Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in

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question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated 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.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 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 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the 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 its Construction Industry Arbitration Rules in effect on the date of the Agreement. A 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 party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 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.

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

(Paragraphs deleted)

Additions and Deletions Report for **AIA® Document A201™ – 2007**

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

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PAGE 1

Newington High School
Renovations for Aerospace, Biomedical, Genomics and Culinary Academies
605 Willard Avenue, Newington, CT. 06111

...

(Name, legal status and address)
Town of Newington
131 Cedar Street
Newington, CT. 06111

...

(Name, legal status and address)
Quisenberry Arcari Architects
318 Main Street
Farmington, CT. 06032

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§ 1.1.9 When applied to materials and equipment, the words "furnish", "install". And "provide" shall mean the following:

§ 1.1.9.1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit and ready for their intended use, as specified in paragraph 4.4.1 of the General Conditions.

§ 1.1.9.2 The word "furnish" shall mean to secure, pay for, deliver to the site, unload and uncrate materials and equipment.

§ 1.1.9.3 The word "install" shall mean to place in position, incorporate in the work, adjust, clean and make fit and ready for use.

§ 1.1.9.4 The phrase "furnish and install" shall be equivalent to the word "provide".

§ 1.1.9.5 The phrase "match existing" shall mean the specified materials to be installed shall be identical to the existing materials in texture, coloration, width, and thickness. In all instances the "match existing" materials shall not be discernable in any respect from the existing materials.

§ 1.1.9.6 When the Contract Documents call for "match existing", the materials installed must match the existing work exactly in quality and appearance.

§ 1.1.9.7 When the Contract Documents do not call for exact matching, install materials as nearly as possible identical to the existing using normally available materials and workmanship. If normally available materials do not approximate existing work, notify the Architect. If in the Architect's judgment it is impossible to approximate existing work with normally available materials and workmanship, the Architect may issue suitable Change Orders.

§ 1.1.9.8 The term "existing" shall mean structural, interior and exterior surface coverings which are in place at the time of the commencement of the Work on the Project. Structures and materials which are not identified as "existing" are included in the Work.

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§ 3.1.4 PREQUALIFICATION - In accordance with C.G.S. 4a-100, 4b-91 and 4b-101, for any contracts estimated in value to be greater than \$500,000.00, all bidders must be pre-qualified for the classification of work that they are bidding on. On the Form of Proposal, each bidder shall fill in the items in the qualification section pertaining to pre-qualification status. Each bidder shall also include the Department of Administrative Services Contractor Prequalification Update (Bid) Statement, the latest copy of which can be found at the DAS website for prequalification, web address as follows:<http://www.biznet.ct.gov/prequal/login/UpdateStatement.pdf>. Failure to submit this item with the bid will result in disqualification of the bidder.

§ 3.1.5 QUALIFICATIONS OF THE BIDDING CONTRACTOR – The Owner or designee may make such investigation as he deems necessary to determine the ability of Bidder to perform the work. The Bidder shall furnish all information and data for this purpose as the Owner may request. The Owner or designee reserves the right to reject any Bid if evidence submitted by the Bidder or investigation of the Bidder fails to satisfy the Owner or designee that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the work within a specified time

§ 3.1.5 CONTRACT - All Successful Bidders will be required to execute the Contract Agreement which is a part of this specification and will be required to comply with the insurance requirements as outlined in Article 11 of the General Conditions, and as modified by the Supplementary General Conditions in the Form of Agreement. The successful Bidder agrees to commence work within seven days of execution of a contract or receipt of a Limited Notice to Proceed, whichever is earlier. However, no contractor may perform any physical work on the site until they have an executed contract and furnished an insurance certificate.

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§ 3.2.5 After reporting to the Architect any error, inconsistency, or omission it may discover in the Contract Documents, the Contractor shall not proceed with any work so affected without the Architect's written modification to the Drawings and/or Specifications.

§ 3.2.6 In the event of conflict between portions of the Contract Documents, Contractor shall ask for written decision from the Architect as to which method or material will be required.

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§ 3.4.4 The Contractor is encouraged to use local labor where feasible, but not when it is at the expense of poor workmanship and/or higher cost.

...

§ 3.6.1 Under the terms of Regulation 16, referring to Contractors and Subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which Bidder is referred, the Contractor may purchase materials or supplies to be consumed in the performance of the Contract without payment of tax and shall not include in his Bid nor charge any use or sales tax thereon.

...

§ 3.7.1.1 The Contractor is responsible for securing permits and Certificate of Occupancy. Payment for permits required by the Town will be waived. Payment for permits required by other jurisdictions are the responsibility of the Contractor.

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§ 3.7.5 The requirements of Subparagraphs do not waive the Contractor's responsibility of complying with the requirements of the Contract Documents when such regulations and requirements exceed those of any laws, ordinances, rules, regulations, and orders of any public authority bearing on the work.

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§ 3.15.3 No burning of rubbish at the job site will be permitted. Provision for removal of rubbish will be made by the Contractor at no additional cost to The Town of Newington

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§ 7.2.2 If the cost or credit to the Owner results from a change in the work, the value of such cost or credit shall be determined as follows:

- .1 The cost of labor performed and material used by the Contractor with their own forces.
- .2 The cost of Workmen's Compensation, Federal Social Security, and Connecticut Unemployment Compensation in established rates, actual additional cost of payment and performance bonds.
- .3 Actual cost of rental rates for equipment employed and used directly on the work.
- .4 Fifteen percent (15%) of .1, .2, and .3 above-mentioned for overhead, superintendence and profit; however, if the work to be performed results in a credit to the Owner, no percentage for overhead and profit will apply.
- .5 On work to be performed by a Subcontractor, the Contractor's allowance is to be ten percent (10%) applied to a total cost of Subcontractor's work, including Contractor's allowance as per Paragraph 7.
- .6 On any changes involving the Contractor, Subcontractor or any contractor of theirs, their total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead and profit in accordance with Paragraph .5 above.
- .7 On work to be performed by a Subcontractor, the Subcontractor's allowance is to be fifteen percent (15%) for his overhead and profit applied to Paragraphs .1, .2, and .3 above.
- .8 The Contractor, when performing work under .3 shall, when requested, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

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§ 9.3.1 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 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. In order to expedient monthly payments during the course of the project, the Contractor shall review with the Architect a preliminary draft of the aforementioned application for payment to assure agreement with the Contractor before final copies of the application are typed and formally submitted. The Architect shall then review the Contractor's formal application for payment and certify in writing in accordance with Section 9.4, the total value of work done, including an allowance for the value of material delivered and suitably stored at the site at the time of such estimate. The Owner shall retain five percent (5%) of such estimated value, said retainage to be held by the Owner as part security for the fulfillment of this Contract by the Contractor, and shall monthly pay the Contractor, while carrying in the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of this Contract. Final payment, including the retainage, shall be due within thirty (30) days after completion of the Contract fully performed as determined by the Architect. The Town of Newington / The Contractor shall put forth its best effort to make payment within thirty (30) days after delivery of the item or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty (30) days unless otherwise specified.

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§ 9.3.4 Applications for payments shall be submitted in four copies.

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.7 repeated ~~failure~~-failures to carry out the Work in accordance with the Contract Documents.

...

§ 9.6.8 No interest is to be allowed or paid by the Owner upon any monies retained under the provisions of this Contract.

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§ 9.10.6 It is also agreed that no partial payments on account by The Town of Newington nor the presence of the Architect, or Inspectors or their supervisors or inspection of work or materials, nor the use of parts of the proposed structure shall constitute an acceptance of any part of the work prior to substantial completion as defined in Paragraph 9.8.

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§ 10.2.9 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.

§ 10.2.10 The Contractor shall furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.

§ 10.2.11 The Contractor shall take immediate action to correct any hazardous conditions reported.

§ 10.2.12 No unauthorized visitors shall be allowed on the work site without permission from The Contractor or The Town of Newington.

§ 10.2.13 The Contractor shall comply with the requirements of the Occupational Safety Act of 1969, including all

standards and regulations which have been promulgated by the governmental authorities which have administered such acts; and said requirements, standards and regulations are incorporated herein by reference.

§ 10.2.14 The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, material men and all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material men and Subcontractors, to so comply.

§ 10.2.15 The Contractor shall indemnify the Owner, Employees, Agent and the Architect and save them harmless from any and all losses, cost and expenses, including fines and reasonable attorney's fees incurred by Owner, Employees, Agent and the Architect by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State and Local, which are currently in effect or which have become effective in the future, by the Contractor, its Subcontractors or material suppliers.

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§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The requirements of §11.1 shall apply to the Contractor and to any and all subcontractors.

...

§ 11.1.5 GENERAL INSURANCE REQUIREMENTS - BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

- Insurance companies must be rated A.M. Best A/VII or higher.
- Insurance companies must be licensed to do business in the State of Connecticut.
- All liability policies must be on an occurrence form.
- The Town of Newington, Newington Board of Education and Quisenberry Arcari Architects, L.L.C. and their consultants are to be included as additional insured on all policies.
- A 60-Day notice of cancellation is required on all policies.

Contractor's Liability Insurance:

1. Workers' Compensation statutory limits as required by the Labor Code of the State of Connecticut and any other state if the employees used on the project do not reside in Connecticut
2. Employers Liability limits:
 - a. \$500,000 per accident
 - b. \$500,000 disease, each employee

General Liability:

- a. \$2,000,000 general aggregate
- b. \$2,000,000 Products/completed operations aggregate
- c. \$1,000,000 personal and advertising injury
- d. \$1,000,000 each occurrence
- e. \$50,000 fire damage (any one fire)
- f. \$5,000 medical expenses (any one person)
 - Combined single limits (bodily injury/property damage)
 - ISO form CG 0001 11/88 or equivalent coverage required and should not exclude XCU or contractual liability. Any nonstandard exclusions should be noted on the certificate of insurance.

- The Town of Newington, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town of Newington, its officers, officials, employees or volunteers.

Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Connecticut and Employers Liability limits of \$500,000 per accident.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage must apply to owned, non-owned, and hired/leased autos.

Umbrella/Excess Liability: \$4,000,000 per occurrence – excess insurance is acceptable but must be as broad as the underling policies.

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§ 15.4.4 CONSOLIDATION OR JOINDER

~~§ 15.4.4.1 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).~~

~~§ 15.4.4.2 Either party, at its sole discretion, 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 any claim, dispute or other matter in question not described in the written consent.~~

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:00:18 on 08/25/2016 under Order No. 8691785490 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**NEWINGTON HIGH SCHOOL
NEWINGTON, CT
STATE PROJECT NO. 094-0105 A**

SECTION 108010 –TOILET AND BATH ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 1 Section “Summary”, Paragraph 1.1A, entitled “Related Documents.”

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Washroom accessories.
- B. Related Sections include the following:
 - 1. Division 15 Section “Plumbing” for underlavatory guards and handicapped accessible shower units.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include the following:
 - 1. Construction details and dimensions.
 - 2. Anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
 - 3. Material and finish descriptions.
 - 4. Features that will be included for Project.
 - 5. Manufacturer's warranty.
- B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.
 - 1. Identify products using designations indicated on Drawings.
- C. Maintenance Data: For toilet and bath accessories to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Source Limitations: For products listed together in the same articles in Part 2, provide products of same manufacturer unless otherwise approved by Architect.
- B. Accessibility: Comply with applicable provisions in the 2010 ADA Standards and ICC/ANSI A117.1 – 2003.

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1.5 COORDINATION

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

1.6 WARRANTY

- A. Special Mirror Warranty: Manufacturer's standard form in which manufacturer agrees to replace mirrors that develop visible silver spoilage defects and that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, 0.0312-inch minimum nominal thickness, unless otherwise indicated.
- B. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.0359-inch minimum nominal thickness.
- C. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.
- D. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.
- E. ABS Plastic: Acrylonitrile-butadiene-styrene resin formulation.

2.2 WASHROOM ACCESSORIES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide products indicated by **A & J Washroom Accessories, Inc.** or a comparable product by one of the following:
 - 1. American Specialties, Inc.
 - 2. Bobrick Washroom Equipment, Inc.
- B. Toilet Tissue (Roll) Dispenser (**L**):
 - 1. Basis-of-Design Product: **A&J; U840.**
 - 2. Description: Double-roll dispenser.
 - 3. Mounting: Surface mounted.
 - 4. Operation: Noncontrol delivery with theft-resistant spindle. Tissue rolls are loaded and locked into dispensing mechanism. Extra roll automatically drops in place when bottom roll is depleted. Depleted rolls can only be removed after unlocking door.
 - 5. Capacity: Designed for up to 5-1/4-inch- diameter, standard core tissue rolls.

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6. Material and Finish: Stainless steel, No. 4 finish (satin) with heavy-duty one-piece ABS plastic spindles.
 - a. Body: 22 gauge stainless steel, all-welded construction.
 - b. Back: 18 gauge stainless steel, all-welded construction.
 - c. Hood: 18 gauge stainless steel, all-welded construction, secured with stainless steel hinge rivets to cabinet body.
 - d. Dispensing mechanism: 18 gauge stainless steel.
 - e. Spindles: Heavy duty, theft resistant, one-piece molded ABS. Spindles are retained in dispensing unit when door is locked.
 7. Lockset: Tumbler type.
- C. Combination Towel (Folded) Dispenser/Waste Receptacle (**R**):
1. Basis-of-Design Product: **A&J; U626 Series**.
 2. Description: Combination unit for dispensing C-fold or multifold towels, with removable waste receptacle.
 3. Mounting: Recessed.
 - a. Designed for nominal 4-inch wall depth.
 4. Minimum Towel-Dispenser Capacity: 350 C-fold or 475 multifold paper towels.
 5. Minimum Waste-Receptacle Capacity: 2 gal.
 6. Material and Finish: Stainless steel, No. 4 finish (satin).
 7. Liner: Reusable, vinyl waste-receptacle liner.
 8. Lockset: Tumbler type for towel-dispenser compartment and waste receptacle.
- D. Liquid-Soap Dispenser (**P**):
1. Basis-of-Design Product: **A&J; U126**.
 2. Description: Designed for dispensing all commercially marketed all-purpose soap in liquid form.
 3. Mounting: Vertically oriented, surface mounted.
 4. Capacity: 40 fl oz.
 5. Material and Finish: Stainless steel, No. 4 finish (satin).
 - a. Container: 22 gauge stainless steel, drawn, one-piece seamless construction. Equip with a back plate and attached mounting bracket, and a locked, hinged stainless steel lid for top filling. Furnish with concealed wall plate.
 - b. Valve: Corrosion resistant, black molded plastic push button and spout with soap-holding mushroom valve; stainless steel spring and u-packing seal and duckbill.
 6. Lockset: Tumbler type.
 7. Refill Indicator: Window type, clear acrylic and unbreakable.
- E. Grab Bar (**F, G, H**):
1. Basis-of-Design Product: **A&J; UG3-A Series**.
 2. Mounting: Flanges with concealed fasteners and snap flange covers.
 3. Material: Stainless steel, 18 gauge.
 - a. Finish: Smooth, No. 4, satin finish on ends and slip-resistant texture in grip area.

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4. Outside Diameter: 1-1/2 inches.
5. Configuration and Length: Provide in straight lengths, in sizes indicated.

F. Swing-Up Grab Bar (E):

1. Basis-of-Design Product: **A&J; UG120X-U Series.**
2. Mounting: Flanges, 3/16 inch stainless steel plate, 3 inch diameter, equipped with screw holes for attachment to wall.
 - a. Swing up grab bar is manually raised. Once the grab bar is raised more than 45 degrees from horizontal position, counterweighted design prevents grab bar from falling back down to horizontal position.
3. Material: Stainless steel, 18 gauge, with ends welded to flanges.
 - a. Finish: Smooth, No. 4, satin finish on ends and slip-resistant texture in grip area.
4. Outside Diameter: 1-1/4 inches.

G. Sanitary-Napkin Disposal Unit (Q):

1. Basis-of-Design Product: **A&J; U582.**
2. Mounting: Surface mounted.
3. Receptacle: Removable.
4. Material and Finish: Stainless steel, No. 4 finish (satin).
 - a. Cabinet: 22 gauge stainless steel, all-welded construction. Provide towel tray with hemmed opening to dispense towels without tearing.
 - b. Door: 22 gauge stainless steel, secured to cabinet with a full-length stainless steel piano-hinge.
 - c. Disposal Panel: 22 gauge stainless steel with bottom edge hemmed for safety. Panel is secured to door with a spring-loaded, full-length stainless steel piano hinge. Equip with the international handicapped accessible graphic symbol for identifying sanitary napkin disposal.
 - d. Waste Receptacle: 22 gauge stainless steel removable from one side with in tumbler type lock securing in place, with a 1.5 gallon capacity.

H. Mirror Unit (U):

1. Basis-of-Design Product: **A&J; U704 Series.**
2. Frame: 18 gauge stainless-steel, fixed tilt angle frame with 1/4 inch return at rear with #4 satin finish.
 - a. Corners: Welded and ground smooth.
 - b. Backing: Galvanized steel fastened to frame with concealed screws and equipped with integral horizontal hanging brackets near the top and bottom of the mirror.
3. Hangers: Produce rigid, tamper- and theft-resistant installation, using method indicated below.
 - a. Wall bracket of 20 gauge galvanized steel, equipped with concealed locking devices requiring a special tool to remove.

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4. Mirror: No. 1 quality, 1/4-inch select float glass, with all edges protected by plastic filler strips. Provide protective backing of full-size, shock absorbing, water resistant, nonabrasive, 3/16-inch thick polyethylene padding.
5. Size: 24x36.

2.3 FABRICATION

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
- B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's Representative.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
- B. Grab Bars: Install to withstand a downward load of at least 250 lbf, when tested according to method in ASTM F 446.

3.2 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- B. Remove temporary labels and protective coatings.
- C. Clean and polish exposed surfaces according to manufacturer's written recommendations.

END OF SECTION 10801



U626

Folded Towel & Waste Combination Unit

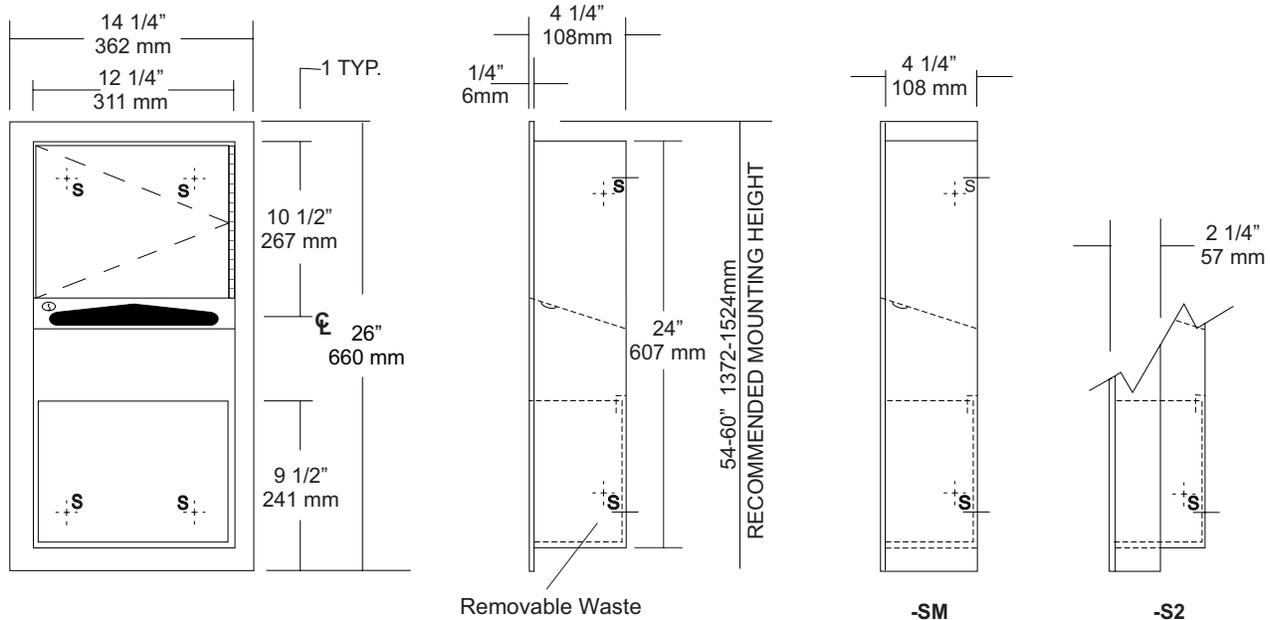
Revision 03/11

JOB #:

ITEM #:

QUANTITY:

MOUNTING	HANDING	TYPE	SIZE	OTHER



SPECIFICATIONS	INSTALLATION
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Body: Fabricated of #22 ga stainless steel with a #4 satin finish.

Flange: Fabricated of #22 ga stainless steel with #4 satin finish and 1/4" returns to wall. (No miters or welds)

Cabinet Back: Fabricated of stainless steel formed for rigidity with multiple welds to cabinet body.

Cabinet Door: Fabricated of #22 ga stainless steel with #4 satin finish with full length door stop to prevent vandalism

Towel Dispenser: Dispensing area has hemmed edges to prevent injury and towel tearing.

Removable Waste: Stainless steel removable waste hemmed edges and embossed tabs for liners.

Hinges: Heavy duty, full length, stainless steel piano type hinge.

Lock: Pin tumbler commercial quality keyed like all other AJW cabinets.

Collars: Fabricated of #22 ga #4 satin finish stainless steel finished to match cabinet body.

Overall Size: 14 1/4"W x 26"H x 4 1/4"D
362mm x 660mm x 108mm

Wall Opening: 12 3/4"W x 24 1/2"H x 4"D
324mm x 622mm x 102mm

U626-S2: semi-recessed with 2" collar, 2" wall open. 51mm)

U626-SM: Surface mounted with full skirt.

Towel Capacity: 350 c-fold or 475 multifold

Waste Capacity: 2 gallons (.27 cu ft)

Options:

- VL3: Reusable vinyl liner.
- TK: Twist lock in lieu of keyed lock.

Coordinate installation with contractor and architect to avoid interference with pipes vents etc. Provide a rough wall opening 12 3/4"W x 24 1/2"H. Wall opening depth will depend on style mounting. Remove waste in install unit in opening. Make sure cabinet will sit flush in wall and secure with proper fasteners per application. Install waste back into cabinet and load paper towels.

When cleaning cabinet, use a soft cloth, a non-abrasive or chloric solutions.

NOTES

Brands [60% Off Specials](#) [Door Hardware](#) [Washroom & Bathroom](#) [Cabinets Hardware](#) [Vanities, Sinks, Faucets](#) [Mailboxes](#) [More...](#)

[Home](#) > [Facilities & Industrial Supply](#) > [Washroom Accessories](#) > [Healthcare Accessories](#) > [AJW Commercial Washroom Accessories UG120X 29" Swing-Up, 1.25" Diameter Grab Bar w/ Toilet Paper Tissue Holder, Peened Grip - Co](#)



AJW Commercial Washroom Accessories UG120X 29" Swing-Up, 1.25" Diameter Grab Bar w/ Toilet Paper Tissue Holder, Peened Grip - Co

Model: UG120X-W

SHIPPING: Item normally ships out within 2-4 Weeks (excluding transit time). Specific options may or may not increase shipping time. For any reason, if there is a delay in shipping time we will notify you. Feel free to contact us if you have any concerns.

\$286.17

50% Off ~~\$572.34~~

Quantity

PRODUCT DETAILS

Bar

Type 304 #18 ga, 1¼" diameter, stainless steel with a #4 satin finish. All bends formed by an automatic mandrel bending process which maintains a uniform bar diameter around bends.

Gripping Surface

Standard surface is satin finish. Use suffix x for peened grip. (Anti-slip)

Intermediate Supports

Same material as bar with contour cuts that are heliarc welded. Toilet tissue holder mounted between intermediate supports.

Pivot Brackets

Dual supports fabricated of type 304 #18 ga square stainless steel tube with capped ends.

Toilet Tissue Holder

Mounted between intermediate supports. Holds one standard roll (5½" dia.). Tension control mechanism that has an adjustable clutch to control the amount of tension on the bar required to raise and lower the bar. This prevents bar from falling when in the upright position. Check all state and local building codes for proper mounting heights and locations. ADA code specifies 33"-36" above finished floor for maximum mounting height. When properly mounted, swing-up type bar will sustain a static load of 250 lbs.

[pdf Technical Data Sheet 1](#)

[pdf Technical Data Sheet 2](#)

REVIEWS

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OTHER PRODUCTS IN THIS CATEGORY



Bobrick B-505 Recessed Specimen Pass-Thru Cabinet
~~\$602.10~~ **\$403.41** **33% Off**



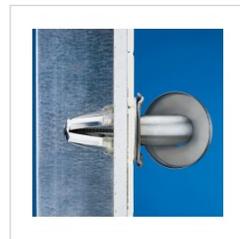
Bobrick B-5181 Reversible Folding Shower Seat
~~\$429.00~~ **\$288.03** **33% Off**



Bobrick B-5191 Folding Shower/ Dressing Area Seat
~~\$358.20~~ **\$239.99** **33% Off**



Bobrick B-518 Folding Shower Seat
~~\$648.00~~ **\$414.66** **33% Off**



Bobrick 251-4 WingIt Grab Bar Fastener
~~\$67.80~~ **\$45.43** **33% Off**



Bobrick B-4998 Swing Up Grab Bar 29" (74cm) Patented 1 1/4" (32mm) Dia.
~~\$451.80~~ **\$302.71** **33% Off**



Bobrick B-5897 Two-Wall Toilet Compt. Grab Bar 42" W x 54" D (107 x 137cm) 1...
~~\$144.30~~ **\$96.68** **33% Off**



Bobrick B-6897 Two-Wall Toilet Compt. Grab Bar 42" W x 54" D (107 x 137cm) 1...
~~\$457.20~~ **\$105.32** **33% Off**



Bobrick B-6861 Two-Wall Shower Grab Bar 15 7/8" W x 30 7/8" D (40 x 78cm) 1...
~~\$428.70~~ **\$86.23** **33% Off**



Bobrick B-5837 Two-Wall Tub/Shower Toilet Compt. Grab Bar 36" W x 54" D (91...
~~\$137.10~~ **\$91.86** **33% Off**



Bobrick B-68137 Two-Wall Tub/ Shower Toilet Compt. Grab Bar 36" W x 54" D...
~~\$135.90~~ **\$91.05** **33% Off**



Bobrick B-58616 Two-Wall Tub/Shower Toilet Compt. Grab Bar 24" W x 36" D (61...
~~\$133.20~~ **\$89.24** **33% Off**



Bobrick B-68616 Two-Wall Tub/Shower Toilet Compt. Grab Bar 24" W x 36" D (61...
\$87.03 **33% Off** ~~\$129.90~~



Bobrick B-6806 Series 1 1/2" (32mm) Diameter 48" Straight/Satin Concealed...
\$37.19 **33% Off** ~~\$55.50~~



Bobrick B-6806 Series 1 1/2" (32mm) Diameter 42" Straight/Satin Concealed...
\$32.76 **33% Off** ~~\$48.90~~



Bobrick B-6806 Series 1 1/2" (32mm) Diameter 36" Straight/Satin Concealed...
\$30.95 **33% Off** ~~\$46.20~~



Bobrick B-6806 Series 1 1/2" (32mm) Diameter 30" Straight/Satin Concealed...
\$28.94 **33% Off** ~~\$42.20~~



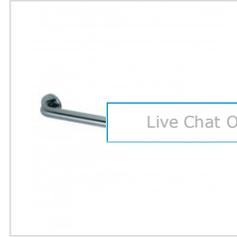
Bobrick B-6806 Series 1 1/2" (32mm) Diameter 24" Straight/Satin Concealed...
\$27.34 **33% Off** ~~\$40.80~~



Bobrick B-6806 Series 1 1/2" (32mm) Diameter 18" Straight/Satin Concealed...
\$25.73 **33% Off** ~~\$38.40~~



Bobrick B-6806 Series 1 1/2" (32mm) Diameter 12" Straight/Satin Concealed...
\$26.33 **33% Off** ~~\$39.30~~



Bobrick B-6806 Series 1 1/2" (32mm) Diameter 42" Straight/Peened Concealed...
\$38.39 **33% Off** ~~\$57.30~~



Bobrick B-6806 Series 1 1/2" (32mm) Diameter 36" Straight/Peened Concealed...
\$36.38 **33% Off** ~~\$54.30~~



Bobrick B-6806 Series 1 1/2" (32mm) Diameter 30" Straight/Peened Concealed...
\$34.77 **33% Off** ~~\$51.90~~



Bobrick B-6806 Series 1 1/2" (32mm) Diameter 18" Straight/Peened Concealed...
\$30.75 **33% Off** ~~\$46.90~~



Bobrick B-5806 48 Series 1 1/4" (38mm) Diameter Straight/Satin Concealed...
\$33.57 **33% Off** ~~\$50.10~~



Bobrick B-5806 42 Series 1 1/4" (38mm) Diameter Straight/Satin Concealed...
\$29.75 **33% Off** ~~\$44.40~~



Bobrick B-5806 36 Series 1 1/4" (38mm) Diameter Straight/Satin Concealed...
\$27.34 **33% Off** ~~\$40.80~~



Bobrick B-5806 30 Series 1 1/4" (38mm) Diameter Straight/Satin Concealed...
\$28.14 **33% Off** ~~\$42.00~~



Bobrick B-5806 24 Series 1 1/4" (38mm) Diameter Straight/Satin Concealed...



Bobrick B-5806 18 Series 1 1/4" (38mm) Diameter Straight/Satin Concealed...

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\$26.73 **33% Off** ~~\$39.90~~

\$25.73 **33% Off** ~~\$38.40~~

Store Information

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UG3-A

Grab Bars

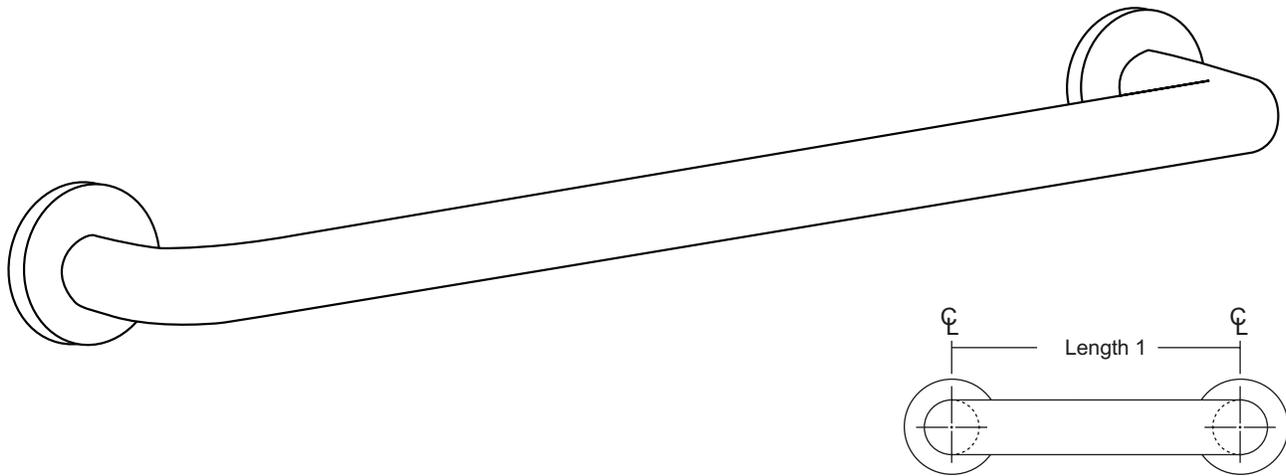
Revised 03/11

JOB #:

ITEM #:

QUANTITY:

MOUNTING	HANDING	TYPE	SIZE	OTHER



SPECIFICATIONS & INSTALLATION

Tubing: Fabricated of #18 ga stainless steel with a #4 satin finish. Available in 1 1/2" outside diameter. All bends are formed by an automatic mandrel bending process. All bars maintain a constant 1 1/2" offset.

Finish: Standard finish is a #4 satin finish. For a non-slip finish (peened) add suffix X to model number. (Ex. UG3X-A)

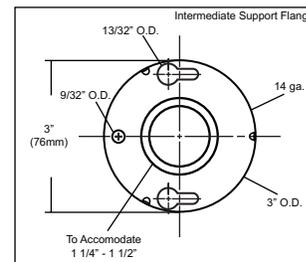
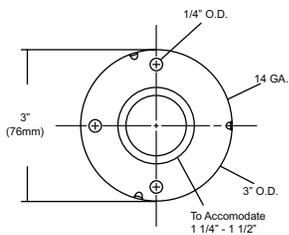
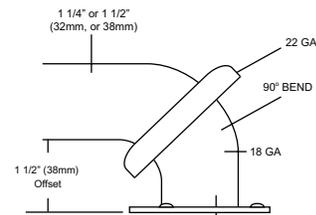
Flanges: Snap flanges are fabricated of 3" diameter, 3/8" deep drawn #22 ga stainless steel with #4 satin finish to match tubing. Flanges have dimples that secure over mounting plate.

Strength: Bars with a 1 1/2" offset clearance will support loads in excess of 900lbs when properly installed. Bars with greater offsets will support loads up to 250lbs when properly installed.

Installation: Before installing grab bars, verify with all state and local codes for requirements on bar diameter and type finish. Recommended mounting heights for grab bars are 33" - 36" centerline above finished floor. All mounting of grab bars when possible should have in wall mounting back plates. Find centerline mounting points and place bar on line making sure to be on center. Transfer mounting points (3 per flange) to wall. Drill pilot holes and secure bar with proper anchors per application. Snap cover over mounting plate.

Standard Lengths (Other sizes available upon request): 12", 16", 18", 24", 30", 32", 36", 42", 48", 50", 52", 54", 56"

FLANGE INFORMATION



NOTES



U126 Soap Dispenser

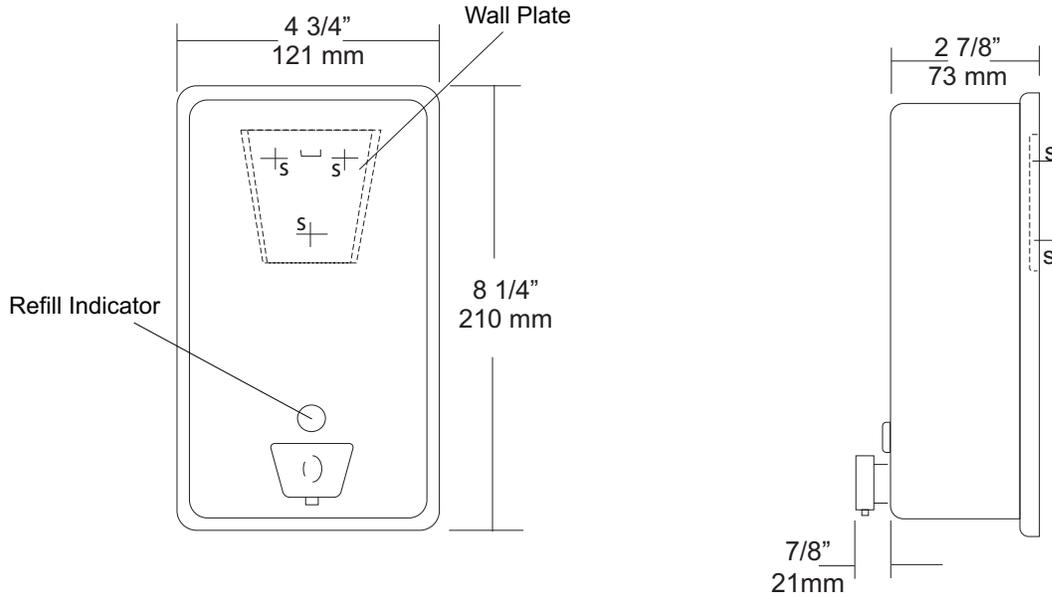
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JOB #:

ITEM #:

QUANTITY:

MOUNTING	HANDING	TYPE	SIZE	OTHER



SPECIFICATIONS

Soap Tank: Fabricated of #20 ga stainless steel, #4 satin finish, fully welded one-piece construction.

Valve: All purpose antibacterial soap valve cylinder, black molded plastic push style valve that takes less than 5 lbs of force and one hand to operate complies with barrier free guidelines when mounted at proper height.

Viewer: Clear plastic window allows a constant fluid level check.

Concealed Mounting Plate: Fabricated of heavy gauge stainless steel.

Filler Cap: Fabricated of stainless steel, hinged to allow easy servicing, secured with special key that creates a vandal resistant dispenser.

Overall Size: 4 3/4"W x 8 1/4"H x 3 3/4"D (wall to valve)

121mm x 210mm x 95mm

Capacity: 40 oz.

Recommend type soaps without chloric solutions for proper operation.

INSTALLATION

Provide an area on mounting surface at desired or specified location. Secure concealed mounting plate to wall surface with proper fasteners. Slide dispenser down over mounting plate and secure by means of set screw located inside tank. Fill unit with proper soap. Close lid and secure with special key. Test valve for proper operation.

*It is not recommended to mount any soap dispenser on mirrors

**For best performance, use pre-mixed low concentrate solutions.

Dispensers should have periodic maintenance performed to insure the life dispenser. Rinse out globe and valve with warm water to avoid sludge buildup.

Preventative Maintenance: Each dispenser should be flushed out aprx. Every 30 days with warm water to prevent valve from clogging with old soap. Do not use abrasive cleaners to clean dispenser.

NOTES



U704 Series

Fixed Tilt Angle Frame Mirror

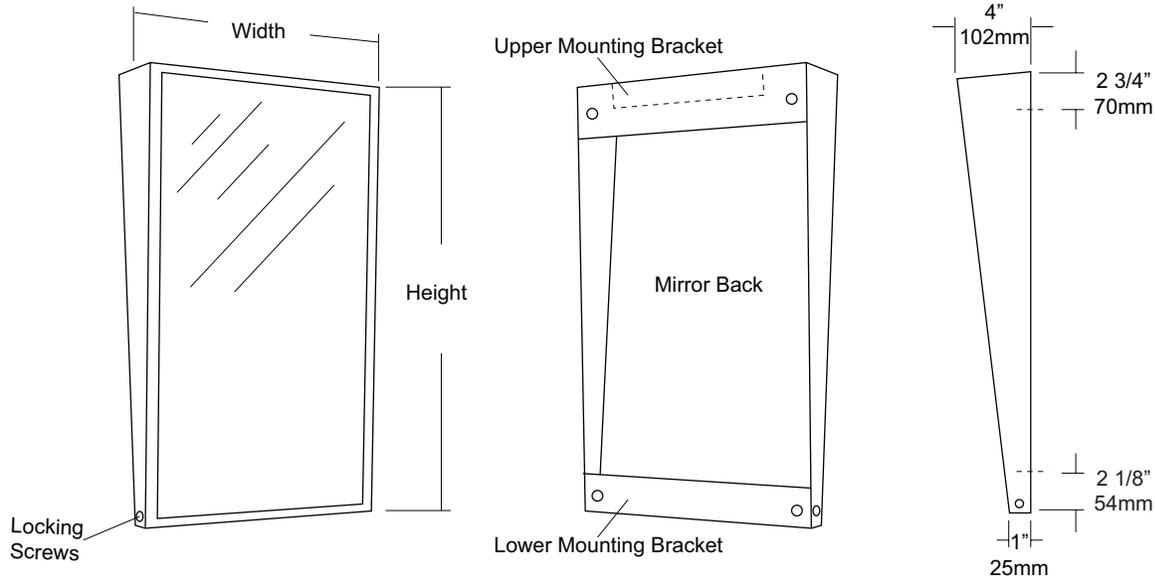
Revision 11/15

JOB #:

ITEM #:

QUANTITY:

MOUNTING	HANDING	TYPE	SIZE	OTHER



SPECIFICATIONS

Frame: Fabricated of #18 ga stainless steel, #4 satin finish. Stainless steel frame is fabricated with welded mitered corners that are ground and polished smooth. Mirror extends out 4" at top and tapers to 1" at bottom.

Mirror: 1/4" thick type 1 transparent flat type, class 1 - clear glass mirrors. Mirror is coated with silver and sealed with a uniform electrolytic copper plating, along with two coats of paint for added protection. Mirrors are guaranteed against silver spoilage for a period of 15 years. Mirrors conform to ASTM C1036 and ASTM C1503-R8.

Filler: 3/16" thick full size, shock absorbing, water resistant, non-abrasive polyethylene padding protects all concealed mirror surfaces

Brackets: Mounting brackets are fabricated of #20 ga pre-plated, galvanized steel. Lower bracket has two (2) side mounting points that allow frame to be secured to bracket.

Standard Sizes Available (W x H): 16"x24", 16"x30", 18"x24", 18"x30", 18"x36", 24"x30", 24"x36"

Options:

LG: Laminated Glass

LX: Polycarbonate

PM: Plastic Acrylic

T: Tempered Glass

VC: Vinyl Clad (Safety Glass)

8B: #8 Reflective Stainless Steel

*Stainless steel mirrors reflect images in different optic quality than plate glass. There will be a slight distortion which increases proportionately with the mirror size. Therefore, AJW Architectural Products™ cannot be held responsible for quality of image.

** Mirrors are always ordered Width x Height

*** Recommended max size for 8B mirrors: 72" x 47-1/2"

**** Framed mirrors are fabricated to a tolerance of (+/-) 1/8"

***** Mirrors conform to Federal Specifications DD-M-00411b & DD-g-541D

INSTALLATION

Coordinate installation with architect / contractor for specific mounting location and height for each mirror application. Check all state and local codes for installation requirements. Remove hanger brackets and transfer mounting points to wall surface. Secure with proper fasteners for each application. Slide mirror frame over brackets and secure in place. Secure frame to bracket. Fillers are available if mirrors are mounted above and below tile line. (U004 Filler) Filler material will match mirror frame to form a one piece construction.

To meet ADA Code, bottom edge of reflective surface can be no higher than 40" above finished floor. (4.19.6) Full length mirrors may be used for universal application when installed in correct locations.

Abrasive cleaners & chloric solutions should not be used on mirrors. Discoloring or scratching may occur on frame and reflective surface.

NOTES

U840 Toilet Tissue Dispenser

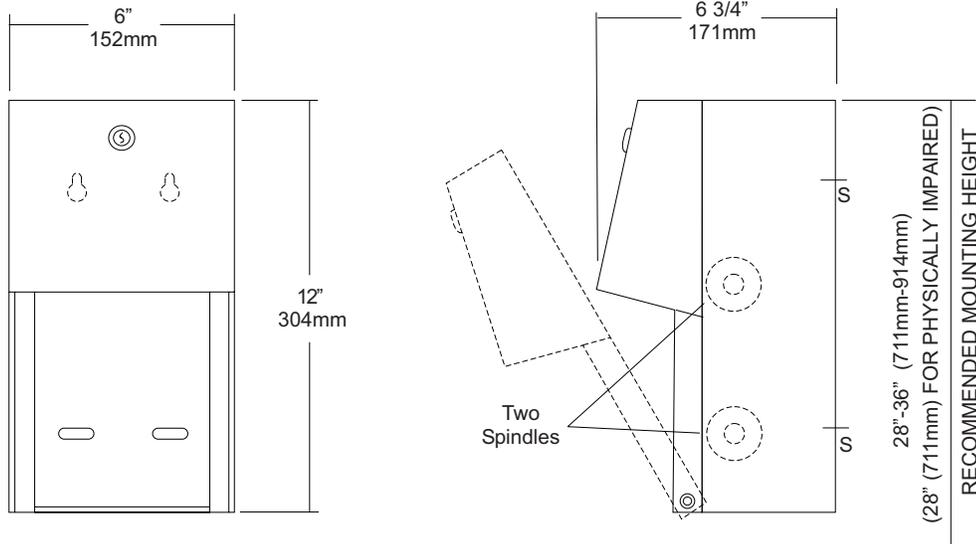
Revision 03/11

JOB #:

ITEM #:

QUANTITY:

MOUNTING	HANDING	TYPE	SIZE	OTHER



SPECIFICATIONS

Body: Fabricated of #22 ga stainless steel with #4 satin finish. Concealed inner dispensing mechanism is #18 ga stainless steel.

Back: Fabricated of #18 ga stainless steel with multiple welds to cabinet body forming a one piece construction.

Hood: Fabricated of #18 ga stainless steel finished to match cabinet body. Hood is secured with stainless steel hinge rivets to cabinet body. Top roll of tissue will not drop down unless the bottom roll has been depleted. When unit is closed, this will provide a theft resistant, non-control operation and reduce vandalism.

Locks: Pin tumbler, commercial quality locks keyed like all other AJW cabinets.

Spindles: (U005) Fabricated of one-piece molded high impact black ABS material.

Overall Size: 6"W x 12"H x 6 3/4"D

152mm x 305mm x 171mm

Capacity: Two standard rolls with a 5 1/4" (133mm) OD..

INSTALLATION

Provide an area on mounting surface at desired or specified location. Open cabinet, remove spindles and hold unit to wall at desired location. Transfer mounting points and drill pilot holes. Secure unit with proper fasteners per each application. Load toilet tissue on rollers, place in concealed track and close hood. Raise lower roll against upper and take hand away. Lower roll should fall into place with upper roll remaining up above the hood line. If loaded properly, top roll will not fall for use until bottom roll has been depleted. When servicing dispenser, full rolls must be used on both spindles to insure proper operation.

All toilet tissue dispensers that meet ADA code cannot have any type of control delivery. (4.16)

NOTES

Formerly Model #: U840A



UJ16

Heavy Duty Robe & Towel Hook

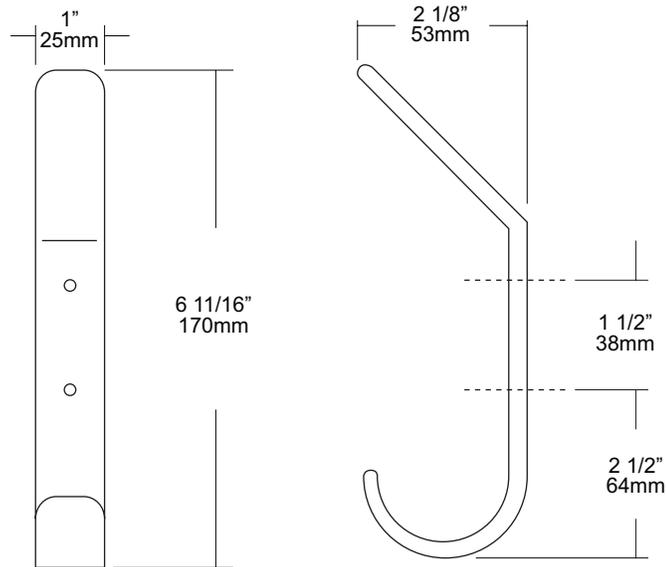
Revision 03/11

JOB #:

ITEM #:

QUANTITY:

MOUNTING	HANDING	TYPE	SIZE	OTHER



SPECIFICATIONS	INSTALLATION
----------------	--------------

Hook: Fabricated of #14 gauge stainless steel with a #4 satin finish. Hook has two (2) exposed mounting points. Top and bottom leading edges rounded to form a radius for safety.

Overall Size: 1"W x 6 11/16"H x 2 1/8"D
 25mm x 170mm x 54mm

Provide an area on wall surface at desired or specified location. Place hook on wall surface and transfer mounting points. Drill pilot holes and secure with proper fasteners per application.

NOTES

SECTION 09 0000 – FINISH SCHEDULE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section contains finish nomenclature with regard to project finishes and a Finish Schedule.
- B. Related Sections are listed in Article 3.2 - Interior Finishes Color and Pattern List.

1.3 ABBREVIATIONS

- A. Abbreviations for specific finishes are listed in the Interior Finishes Product List in Article 3.2. Other Abbreviations include:

ETR Existing to Remain

EXP Exposed

UNF Unfinished

1.4 SUBMITTALS

- A. Refer to and comply with the requirements of each Related Section listed in Article 3.2 - Interior Finishes Product List for specific submittals of product data, samples, shop drawings, etc.

PART 3 - EXECUTION

3.1 FINISH NOTES

GENERAL NOTES

1. Refer to Article 3.2 - Color and Pattern List list for definition of materials and substrates.
2. All interior finishes shall meet the requirements of the Connecticut fire safety code and shall be Class A.
3. Use only manufacturers required adhesives and sealants for all interior finishes. All adhesives used are to be environmentally safe and contain no solvents, alcohol, glycol, ammonia, carcinogens and must be a low VOC product.
4. Clean, patch and repair walls where required. Prepare walls to receive new paint.

FLOORING

1. All flooring to extend to meet wall and/or base of casework.
2. Flooring and base to extend into closets.
3. Provide rubber transition strips at all transitions between carpet and resilient flooring and all exposed edges of carpet and resilient flooring.
4. Provide manufacturer approved underlayment for all flooring types called out in contract documents.

WALLS

1. Paint to extend into closets.
2. Design Center to receive new whiteboards all walls, height and width: TBD
3. **Cart Storage 030 to receive new crash rail, to be: Mfg: CS Acrovyn, Style: SCR-166SSV, 16-gauge stainless steel, finish: TBD**
4. **Cart Storage 030 & Exam Area 026 to receive new corner guard (full height), Mfg: CS Acrovyn, Style: CO-8 Series, Full height rugged stainless steel corner guard, 3-1/2" legs, mechanically fastened, finish: TBD**

RENOVATIONS OF NEW ACADEMICS:
NEWINGTON HIGH SCHOOL
NEWINGTON, CT

3.2 INTERIOR FINISHES PRODUCT LIST							
PRODUCT CODE	MANF.	PRODUCT DESCRIPTION	COLOR	TYPICAL LOCATION	NOTES/ SUSTAINABLE ATTRIBUTES	REVISION DATE	MANF. CONTACT INFORMATION
FLOOR							
VCT - Vinly Composite Tile - Division 09 Section "Resilient Flooring"							
VCT1	Armstrong	Vinyl Composition Tile, Imperial Texture, Standard Excelon, 12" x 24" tile x 1/8" thickness	Color: Brushed Sand 51873	Lobby & Classrooms General			Rep: Renee Roberts 508.810.8503
VCT2	Armstrong	Vinyl Composition Tile, Imperial Texture, Standard Excelon, 12" x 24" tile x 1/8" thickness	Color: Blue Gray 51903	Lobby, Café, & Classrooms Accent			Rep: Renee Roberts 508.810.8503
VCT3	Armstrong	Vinyl Composition Tile, Imperial Texture, Standard Excelon, 12" x 24" tile x 1/8" thickness	Color: Gentian Blue 51946	Lobby, Café, & Classrooms Accent			Rep: Renee Roberts 508.810.8503
CPT - Tile Carpeting - Division 09 Section "Tile Carpeting"							
CPT1	Masland Contract	Milestone Tile, Style Harmony, 24" x 24" tile, 100% Universal Fibers Type 6,6, permanent stain resist, pattern cut & uncut, 1/12 gauge, 100% solution dyed. With mfg's recommended carpet pad	Color : Anew Gray	Event Center, Event Center Closets	Installation method: Monolithic, 10 year warranty		Rep: Jill Yard
CPT2	Interface	Outline, Architectural Plans, Style: 1456302500, 24" x 24" tile, glasBac Tile backing system, 100% solution dyed, tufted texture loop, 2.5mm pile thickness	Color : 7781 Elevations	Design Center	Installation method: Non Directional		Rep: Harrison Ganz 203.329.6667
EM-Entrance Mats or Sheets - Division 12 Section "Entrance Mat and Frames"							

RENOVATIONS OF NEW ACADEMICS:
NEWINGTON HIGH SCHOOL
NEWINGTON, CT

3.2 INTERIOR FINISHES PRODUCT LIST							
PRODUCT CODE	MANF.	PRODUCT DESCRIPTION	COLOR	TYPICAL LOCATION	NOTES/ SUSTAINABLE ATTRIBUTES	REVISION DATE	MANF. CONTACT INFORMATION
EM1	Shaw Contract	All Access Path Tile, 24"x24" tile, 28 oz tufted weight	Color: TBD	Vestibule	Intallation: 1/4 Turn		Rep: Rick Gondon
EM2	MatsInc	Walk Off Mat, Style: Walk-off, Berber Vinylback with Premium suretac vinyl backing, Size: 6'x8' x 3/8" thick	Color: TBD	Lobby		(1) 9.21.16	1-800-MATS-INC
PTF - Porcelain Tile Floor - Division 09 Section "Tiling"							
PTF1	Creative Materials	Noon, 6"x24" porcelain tile, finish: natural	Color: Daylight NN01 Nat	Event Center Bathrooms	Grout-Laticrete, color: TBD		Lisa Cupulo, 518.701.5720
PTF2	Creative Materials	Mosa Tiles Global Collection, Size: 12"x12", finish: natural	Color: 76710V	Biomedical ADA Bathroom	Grout-Laticrete, color: TBD		Lisa Cupulo, 518.701.5720
Quarry Tile -Division 09 Section "Tiling"							
QT1	Tile America	Clear Tones Quarry Tile, Size: 8"x8"	Color : TBD	Culinary	Grout-Laticrete, color: TBD		Ryan Zibold, 860.830.5260
BASE							
RB- Resilient Wall Base - Division 09 Section "Resilient Base and Accessories"							
RB1	Armstrong	Wall Base (Type TP) rubber wall base with toe, 4" high	Color: TBD	General			Rep: Renee Roberts 508.810.8503
RB2	Armstrong	Wall Base (Type TP) rubber wall base <u>toeless</u> , 4" high	Color: TBD	Carpeted Areas- Event Center, Vestibule, Design Center			Rep: Renee Roberts 508.810.8503
PTB - Porcelain Tile Base - Division 09 Section "Tiling"							

RENOVATIONS OF NEW ACADEMICS:
NEWINGTON HIGH SCHOOL
NEWINGTON, CT

3.2 INTERIOR FINISHES PRODUCT LIST							
PRODUCT CODE	MANF.	PRODUCT DESCRIPTION	COLOR	TYPICAL LOCATION	NOTES/ SUSTAINABLE ATTRIBUTES	REVISION DATE	MANF. CONTACT INFORMATION
PTB1	Creative Materials	Noon, 3"x24" porcelain tile Bullnose Base, finish: natural	Color: TBD	Event Center Bathrooms (not on accent wall)	Grout-Laticrete, color: TBD		Lisa Cupulo, 518.701.5720
PTB2	Creative Materials	Mosa Tiles Global Collection, Bullnose Base finish: natural	Color:TBD	Biomedical ADA Bathroom	Grout-Laticrete, color: TBD		Lisa Cupulo, 518.701.5720
Quarry Tile -Division 09 Section "Tiling"							
QTB1	Tile America	Clear Tones Quarry Tile, 6" high cove base	Color : TBD	Culinary	Grout-Laticrete, color: TBD		Ryan Zibold, 860.830.5260
WB - Wood Base- Division 09 "Wood Flooring"							
WB1	Wood base	6" High	Painted, color: TBD	Event Center Accent Wall @ Bathrooms			
WALL							
PVC - PVC Hygienic Wallcovering - Division 09 Section "Hygenic Wallcovering"							
PVC1	Altro	Altro Whiterock Matte, .10" thickness, 4' panel width, 9' panel height, welded seams.	Color: Cream 41	Culinary (full height)		(1) 9.21.16	Carol Polyvou 203.915.9163
PTW - Porcelain Tile Wall - Division 09 Section "Tiling"							
PTW1	Tile America	Lunada Bay Tile, Style: Shinju, Swell Mosaic, 12"x12"	Color: Pacific	Event Center Bathrooms accent wall full height	Grout-Laticrete, color: TBD, Installation: horizontal		Ryan Zibold, 860.830.5260
CTW - Ceramic Tile Wall - Division 09 Section "Tiling"							

RENOVATIONS OF NEW ACADEMICS:
NEWINGTON HIGH SCHOOL
NEWINGTON, CT

3.2 INTERIOR FINISHES PRODUCT LIST							
PRODUCT CODE	MANF.	PRODUCT DESCRIPTION	COLOR	TYPICAL LOCATION	NOTES/ SUSTAINABLE ATTRIBUTES	REVISION DATE	MANF. CONTACT INFORMATION
CTW1	Tile America	Lunada Bay Tile, Style: Momen, Falling Water	Color: TBD	Café accent wall full height above counter	Grout-Laticrete, color: TBD		Ryan Zibold, 860.830.5260
CTW2	Creative Materials	Mosa Tiles, Global Collection, Size: 6"x6", finish: gloss, Random mixed mosaic, architect to provide pattern	Color #1: TBD Color #2: TBD Color #3: TBD Color #4: TBD	Full height Biomedical Exam Area Backsplash above casework	Grout-Laticrete, color: TBD	(1) 9.21.16	
CTW3	Creative Materials	Mosa Tiles, Mosa Colors, Size: 6"x6", finish: gloss, Random mixed mosaic, architect to provide pattern	Color #1: TBD Color #2: TBD Color #3: TBD Color #4: TBD Color #5: TBD Color #6: TBD	Biomedical ADA Bathroom Full height wet wall	Grout-Laticrete, color: TBD	(1) 9.21.16	
WTW - Wood Tile Wall - Division 09 Section "Tiling"							
WTW1	Tile America	Lunada Bay Tile, Style: Mu Wood, Basket Weave, Finish: Vein Cut	Color: TBD	Event Center Accent Wall Full height	Grout-Laticrete, color: TBD		Ryan Zibold, 860.830.5260
P - Interior Painting - Division 09 Section "Painting"							
P1	Benjamin Moore	Interior Latex- MPI Gloss Level 4	Color: TBD	General Areas, Storage, Mech.	Low VOC		
P2	Benjamin Moore	Interior Semi Gloss - Enamel	Color: TBD	Trim/Frames	Low VOC		

RENOVATIONS OF NEW ACADEMICS:
NEWINGTON HIGH SCHOOL
NEWINGTON, CT

3.2 INTERIOR FINISHES PRODUCT LIST							
PRODUCT CODE	MANF.	PRODUCT DESCRIPTION	COLOR	TYPICAL LOCATION	NOTES/ SUSTAINABLE ATTRIBUTES	REVISION DATE	MANF. CONTACT INFORMATION
P3	Benjamin Moore	Interior Latex- MPI Gloss Level 4	Color: TBD	Event Center	Low VOC		
P4	Benjamin Moore	Kitchen & Bath paint	Color: TBD	Restrooms	Low VOC		
P5	Koroseal	High Performance Coating, Zolatone	Color: TBD	Lobby	Low VOC		Rep: Gioena Borges 860-916-6915
P6	Koroseal	High Performance Coating, Zolatone	Color: TBD	Lobby Accent	Low VOC		Rep: Gioena Borges 860-916-6915
P7	Koroseal	High Performance Coating, Zolatone	Color: TBD	Lobby Accent	Low VOC		Rep: Gioena Borges 860-916-6915
P8	Benjamin Moore	Interior Latex- MPI Gloss Level 4	Color: TBD	Aerospace, Genomics & Biomedical Classrooms, Work Rooms	Low VOC		
P9	Benjamin Moore	Interior Latex- MPI Gloss Level 4	Color: TBD	Aerospace Accent @ whiteboard wall	Low VOC		
P10	Benjamin Moore	Interior Latex- MPI Gloss Level 4	Color: TBD	Design Center General Walls	Low VOC		
P11	Benjamin Moore	Interior Latex- MPI Gloss Level 4	Color: TBD	Genomics Accent @whiteboard wall	Low VOC		

RENOVATIONS OF NEW ACADEMICS:
NEWINGTON HIGH SCHOOL
NEWINGTON, CT

3.2 INTERIOR FINISHES PRODUCT LIST							
PRODUCT CODE	MANF.	PRODUCT DESCRIPTION	COLOR	TYPICAL LOCATION	NOTES/ SUSTAINABLE ATTRIBUTES	REVISION DATE	MANF. CONTACT INFORMATION
P12	Benjamin Moore	Interior Latex- MPI Gloss Level 4	Color: TBD	Biomedical Accent @ whiteboard wall	Low VOC		
P13	Benjamin Moore	Interior Latex- MPI Gloss Level 4	Color: TBD	Biomedical Office, Culinary Office	Low VOC		
P14	Benjamin Moore	Kitchen & Bath paint	Color: TBD	HC Toilet	Low VOC		
P15	Benjamin Moore	Interior Latex- MPI Gloss Level 4	Color: TBD	Digital Lab General Walls	Low VOC		
CEILING							
APC - Acoustical Panel Ceilings - Division 09 Section "Acoustical Panel Ceilings"							
APC1	Armstrong	Ultima Tegular Beveled Tegular tile, Fine texture, Size: 2' x 2' # 1915 with Suprafine 9/16" Exposed Tee Grid (NRC .70)	Color: white, Grid color: white	Typical			Rep: Amanda Murphy 203.464.2682
APC2	Armstrong	Optima Health Zone, 24" x 24" x 5/8" thickness #3114 Square Lay - In Grid, 15/16"	Panel color: white, Grid color: white	Culinary			Rep: Amanda Murphy 203.464.2682
AWC - Acoustical Wood Ceilings - Division 09 Section "Acoustical Wood Ceilings"							
AWC1	Armstrong	Metalworks Wood, Torsion Spring with 15/16" Prelude XL grid, varying panel sizes. With custom color trim. With standard perforations: M18, Pattern #5. 10% Openess. With BioAcoustic Infill panel (black) (NRC .75)	Metal Panel color:TBD, Grid color: TBD	Event Center			Rep: Amanda Murphy 203.464.2682

RENOVATIONS OF NEW ACADEMICS:
NEWINGTON HIGH SCHOOL
NEWINGTON, CT

3.2 INTERIOR FINISHES PRODUCT LIST							
PRODUCT CODE	MANF.	PRODUCT DESCRIPTION	COLOR	TYPICAL LOCATION	NOTES/ SUSTAINABLE ATTRIBUTES	REVISION DATE	MANF. CONTACT INFORMATION
AWC2	Armstrong	Metalworks Wood, Torsion Spring with 15/16" Prelude XL grid, varying panel sizes. With custom color trim. With standard perforations: M18, Pattern #5. 10% Openess. With BioAcoustic Infill panel (black) (NRC .75)	Metal Panel color:TBD, Grid color: TBD	Lobby Accent			Rep: Amanda Murphy 203.464.2682
AMC - Acoustical Metal Ceilings - Division 09 Section "Acoustical Metal Ceilings"							
AMC1	Armstrong	Metalworks Torsion Spring with 15/16" Prelude XL grid, varying panel sizes. With custom color trim. With standard perforations: M18, Pattern #5. 10% Openess. With BioAcoustic Infill panel (black) (NRC .75)	Metal Panel color:TBD, Grid color: TBD	Design Center, Event Center Bathrooms, Digital Lab			Rep: Amanda Murphy 203.464.2682
PGB - Painted Gypsum Board Ceiling - Division 09 Section "Interior Painting"							
PGB1	Benjamin Moore	Flat finish	Color: TBD	Lobby			
MISCELLANEOUS							
EP - Epoxy Resin Worksurface- Division 12 Section "Epoxy"							
EP1	Durcon	Epoxy Resin Worksurface, 1" thick, 96" sheet length	Color: Black Onyx	Classroom Countertop typical, Biomedical Sills, Aerospace Sills			Durcon.com
PC - Privacy Curtain - Division 11 Section "Privacy Curtain"							
PC1	DL Couch	Source One Privacy Curtain, full height and width, Style: Illustration, 100% Polyester FR, integral mesh, 102" width, printed, antimicrobial, with track and hooks	Color: TBD Track Style: TBD Hook Style: TBD	Exam Area Privacy Curtain			Rep: Sarah Farrell 800.433.0790 x 1116
PL - Plastic Laminate - Division 06 Section "Interior Architecural Woodwork"							

RENOVATIONS OF NEW ACADEMICS:
NEWINGTON HIGH SCHOOL
NEWINGTON, CT

3.2 INTERIOR FINISHES PRODUCT LIST							
PRODUCT CODE	MANF.	PRODUCT DESCRIPTION	COLOR	TYPICAL LOCATION	NOTES/ SUSTAINABLE ATTRIBUTES	REVISION DATE	MANF. CONTACT INFORMATION
PL1	Surface Materials	Lab Designs, Phenolic backed decorative laminate, 4' x 8' and 4' x 10' sheet sizes. .9mm thick. Horizontal grade	Color: TBD	Typical Classroom Casework	Grain to run vertically		Rep: Nancy Royer 203.654.3995
PL2	Surface Materials	Lab Designs, Phenolic backed decorative laminate, 4' x 8' and 4' x 10' sheet sizes. .9mm thick. Horizontal grade	Color: Planked Deluxe, Pear	Event Center Casework	Grain to run horizontally		Rep: Nancy Royer 203.654.3995
RS- Roller Shades - Division 12 Section " Roller Window Shades"							
RS1	Mecho Shades	Roller shades : MechoShade Systems, 1550 Series, +/- 3% Openess Factor, Shade Cloth: Eco Veil 100% Thermoplastic Olefin, 100" wide, Clutch chain operated	Fascia Color: TBD, Shade Cloth color: TBD	Exterior Windows	Greenguard certified		718.729.2020
RS2	Mecho Shades	Roller shades : AcoustiVeil Dimout 0890, Clutch chain operated	Fascia Color: TBD, Shade Cloth color: TBD	Biomedical Lab	Greenguard certified		718.729.2020
SS - Solid Surface- Division 12 Section "Simulated Stone"							
SS1	Hanwha	Hanex Solid Surfaces, Brionne, 1/2" thickness, 30" width, 145" length	Color: TBD	Sills Typical	Grain to run vertically		Rep: Roanne Marquardt, Belknap White, 203.868.7811
SS2	Hanwha	Hanex Solid Surfaces, Brionne, 1/2" thickness, 30" width, 145" length, with Ogee Edge	Color: TBD	Event Center Countertops, Café Countertop & partition cap	Grain to run vertically		Rep: Roanne Marquardt, Belknap White, 203.868.7811
Wall System- Division 06 Section "Interior Architectural Woodwork"							

RENOVATIONS OF NEW ACADEMICS:
 NEWINGTON HIGH SCHOOL
 NEWINGTON, CT

3.2 INTERIOR FINISHES PRODUCT LIST							
PRODUCT CODE	MANF.	PRODUCT DESCRIPTION	COLOR	TYPICAL LOCATION	NOTES/ SUSTAINABLE ATTRIBUTES	REVISION DATE	MANF. CONTACT INFORMATION
WS1	Marlite	Surface System MAP wall panel system, Class A fire rating. Panel sizes to vary. 3/4" thick panels with 1/4" Narrow horizontal and vertical reveals. Mix of materials, <u>2/3 High pressure laminate panels, 1/3 metal veneer.</u> With edge trim and outside corner trim pieces as required.	<u>Metal:</u> Standard metal veneer <u>Laminate:</u> signature wood veneer, color: TBD. Reveal and trim: Satin Finish.	Exam Area Accent Head Wall (full height and width)	Laminate Grain direction TBD	(1) 9.21.16	Rep: Jamie McEdward 330.260.7627
WT- Visual Display Surface - Division 10 "Visual Display Surfaces"							
WT1	Walltalkers	Walltalkers, Magrite II magnetic writeable surface, 26 mils width, woven backing, .67 mm thickness with J - Cap 1 /16" aluminum trim edge with aluminum tray and aluminum ends. Size: varies, refer to drawings	Erase-Rite, matte finish, Color: TBD	Clasrooms, All walls in design center		(1) 9.21.16	Rep: Rob Clapp 860.916.6915

RENOVATIONS OF NEW ACADEMICS:
NEWINGTON HIGH SCHOOL
NEWINGTON, CT

3.4 ROOM FINISH SCHEDULE										
Room Number	Room Name	Floor	Base	N	Walls E	S	W	Ceiling	Notes	Rev. No.
001	Lobby	VCT1, VCT2, VCT3	RB1	P5	P5	P5	P5	APC1, AWC2 Accents	P6/P7 Accents, EM2 Mat, SS2 Countertop	(1)
002	Culinary	QT1	QTB1	PVC1	PVC1	PVC1	PVC1	APC2	SS1 Sills	(1)
003	Storage	QT1	QTB1	FRP1	FRP1	FRP1	FRP1	APC2		
004	Coolers/Freezers	QT1	QTB1	FRP1	FRP1	FRP1	FRP1	APC2		
005	Laundry Closet	QT1	QTB1	FRP1	FRP1	FRP1	FRP1	APC2		
006	Office	QT1	QTB1	P13	P13	P13	P13	APC2		
007	Servery	QT1	QTB1	FRP1	FRP1	FRP1	FRP1	APC2		
008	Mech.	QT1	QTB1	P1	P1	P1	P1	APC2		
009	Passage	QT1	QTB1	FRP1	FRP1	FRP1	FRP1	APC2		
010	Vestibule	EM1	RB2	P1	P1	P1	P1	PGB1		
011	Event Center	CPT1	RB2	P3	P3	P3	P3	AWC1	SS1 Sills, SS2 Counters PL2 Casework, WTW1 Accent Wall, WB1 @ Accent Wall	
012	Closet	CPT1	RB2	P1	P1	P1	P1	APC1		
013	Mens	PTF1	PTB1	P4	P4	P4	P4	AMC1	PTW1 Accent Wall Full height	
014	Closet	CPT1	RB2	P1	P1	P1	P1	APC1		
015	Womens	PTF1	PTB1	P4	P4	P4	P4	AMC1	PTW1 Accent Wall Full height	
016	Storage	CPT1	RB2		P1	P1	P1	APC1		
017	Café	VCT1, VCT2, VCT3	RB1	P5/P7	P5/P7	P5/P7	P5/P7	APC3, APC4	SS2 Countertop, CTW1 Accent Wall	(1)
018	Aerospace	VCT1, VCT2, VCT3	RB1	P8	P8	P8	P8	APC1	P9 Accent Wall	
019	Storage	VCT1	RB1	P1	P1	P1	P1	APC1		
020	Design Center	CPT2	RB2	P10	P10	P10	P10	AMC1	WT1 All Walls	
021	Genomics	VCT1, VCT2, VCT3	RB1	P8	P8	P8	P8	APC1	P11 Accent, EP1 Countertops	
022	Prep.	VCT1	RB1	P8	P8	P8	P8	APC1	EP1 Countertops	

RENOVATIONS OF NEW ACADEMICS:
NEWINGTON HIGH SCHOOL
NEWINGTON, CT

3.4 ROOM FINISH SCHEDULE														
Room Number	Room Name	Floor	Base	N	Walls E	S	W	Ceiling	Notes	Rev. No.				
023	Mechanical	VCT1	RB1	P1	P1	P1	P1	APC1						
024	Work Room	VCT1	RB1	P8	P8	P8	P8	APC1		(1)				
025	HC Toilet	PTF2	PTB2	P14	P14	P14	P14	PGB1	CTW3 Accent wet wall full height	(1)				
026	Exam Area	VCT1	RB1	P8	P8	P8	P8	APC1	Privacy Curtain, WS1, Marlite Accent Wall, CTW2 Full height backsplash, Corner Guards	(1)				
027	Biomedical	VCT1, VCT2, VCT3	RB1	P8	P8	P8	P8	APC1	P12 Accent Wall	(1)				
028	Storage	VCT1	RB1	P8	P8	P8	P8	APC1						
029	Office	VCT1	RB1	P13	P13	P13	P13	APC1						
030	Cart Storage	VCT1	RB1	P8	P8	P8	P8	APC1	Crash Rail, Corner Guards					
031	Digital Lab	VCT1, VCT2, VCT3	RB1	P15	P15	P15	P15	AMC1		(1)				
<p style="text-align: center;">3.5 REVISIONS</p> <p style="text-align: center;">A. This</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Rev. No.</td> <td style="text-align: center;">Date</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">9.21.16</td> </tr> </table> <p style="text-align: center;">End of Section</p>											Rev. No.	Date	1	9.21.16
Rev. No.	Date													
1	9.21.16													

Project: Renovations For The Aerospace, Biomedical, Genomics And Culinary Academics At Newington High School

**Minimum Rates and Classifications
for Building Construction**

ID# : B 22674

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

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: Newington

State#:

FAP#:

Project: Renovations For The Aerospace, Biomedical, Genomics And Culinary Academics At Newington High School

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	35.75	28.82
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	37.15	27.56

As of: **Tuesday, September 20, 2016**

Project: Renovations For The Aerospace, Biomedical, Genomics And Culinary Academics At
Newington High School

2) Boilermaker	35.24	25.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	29.16 + a
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3b) Tile Setter	34.30	24.15
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.43	20.59
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3e) Plasterer	33.48	29.16
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As of: Tuesday, September 20, 2016

Project: Renovations For The Aerospace, Biomedical, Genomics And Culinary Academics At
Newington High School

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	28.55	18.90
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.80	18.90
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.05	18.90
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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.	28.80	18.90
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.30	18.90
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4e) Group 6: Blasters, nuclear and toxic waste removal. 31.55 18.90

4f) Group 7: Asbestos/lead removal and encapsulation (except it's
removal from mechanical systems which are not to be scrapped). 29.55 18.90

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring
crew. 28.38 18.90

4h) Group 9: Top men on open air caisson, cylindrical work and boring
crew. 27.86 18.90

4i) Group 10: Traffic Control Signalman 16.00 18.90

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. 32.00 24.42

As of: Tuesday, September 20, 2016

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Newington High School

5a) Millwrights	32.47	24.84
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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)	37.50	25.06+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	49.00	29.985+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.99	6.25%+11.81
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Linemen/Cable Splicer	45.43	6.25%+20.70
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8) Glazier (Trade License required: FG-1,2) 35.58 20.15 + a

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete
Erection 35.22 31.99 + a

----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting
engineer 2 drums or over, front end loader (7 cubic yards or over), work
boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required) 38.55 23.55 + a

Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic
yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer
Drill/Caisson. (Trade License Required) 38.23 23.55 + a

Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes
(under 100 ton rated capacity), Grader/Blade; 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 Fine Grade.
(slopes, shaping, laser or GPS, etc.). (Trade License Required) 37.49 23.55 + a

Project: Renovations For The Aerospace, Biomedical, Genomics And Culinary Academics At
Newington High School

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.10	23.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; 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" Mandrell)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	35.86	23.55 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	35.46	23.55 + a
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Project: Renovations For The Aerospace, Biomedical, Genomics And Culinary Academics At
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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). 35.03 23.55 + a

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. 32.99 23.55 + a

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer),
robot demolition equipment. 32.99 23.55 + a

Group 12: Wellpoint operator. 32.93 23.55 + a

Group 13: Compressor battery operator. 32.35 23.55 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough
terrain). 31.21 23.55 + a

Project: Renovations For The Aerospace, Biomedical, Genomics And Culinary Academics At
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Group 15: Generator Operator; Compressor Operator; Pump Operator; 30.80 23.55 + a
Welding Machine Operator; Heater Operator.

Group 16: Maintenance Engineer/Oiler. 30.15 23.55 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; 34.46 23.55 + a
portable concrete plant operator.

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; 32.04 23.55 + a
(Minimum for any job requiring a CDL license).

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

10a) Brush and Roller 32.02 20.15

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10b) Taping Only/Drywall Finishing	32.77	20.15
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10c) Paperhanger and Red Label	32.52	20.15
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10e) Blast and Spray	35.02	20.15
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	40.62	29.71
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12) Well Digger, Pile Testing Machine	33.01	19.40 + a
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13) Roofer (composition)	34.12	18.58
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As of: Tuesday, September 20, 2016

Project: Renovations For The Aerospace, Biomedical, Genomics And Culinary Academics At
Newington High School

14) Roofer (slate & tile)	34.62	18.58
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	36.00	34.51
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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)	40.62	29.71
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-----TRUCK DRIVERS-----

17a) 2 Axle	28.83	21.39 + a
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17b) 3 Axle, 2 Axle Ready Mix	28.93	21.39 + a
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As of: Tuesday, September 20, 2016

Project: Renovations For The Aerospace, Biomedical, Genomics And Culinary Academics At
Newington High School

17c) 3 Axle Ready Mix	28.98	21.39 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.03	21.39 + a
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17e) 4 Axle Ready Mix	29.08	21.39 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.28	21.39 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.08	21.39 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	41.37	20.77 + a
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As of: Tuesday, September 20, 2016

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19) Theatrical Stage Journeyman

25.76

7.34

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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*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$3.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

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.

As of: Tuesday, September 20, 2016

Project: Renovations For The Aerospace, Biomedical, Genomics And Culinary Academics At
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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.

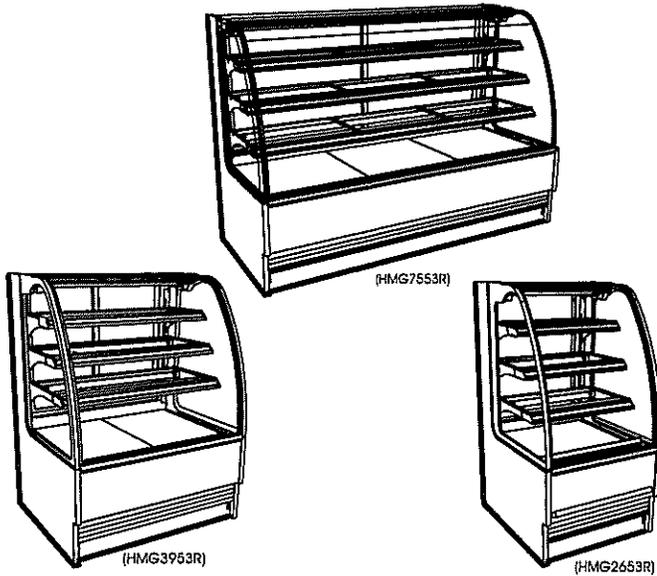
~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

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: Tuesday, September 20, 2016

Service Refrigerated Bakery Merchandiser

- | | |
|--|-------------------------------------|
| <input type="checkbox"/> HMG2653R | 26 7/8" L x 34 3/4" D x 52 5/8" H |
| <input checked="" type="checkbox"/> HMG3953R | 38 7/8" L x 32 1/8" D x 52 5/8" H |
| <input type="checkbox"/> HMG5153R | 50 7/8" L x 32 1/8" D x 52 5/8" H |
| <input type="checkbox"/> HMG6353R | 62 11/16" L x 32 1/8" D x 52 5/8" H |
| <input type="checkbox"/> HMG7553R | 75 1/4" L x 32 1/8" D x 52 5/8" H |



STANDARD FEATURES

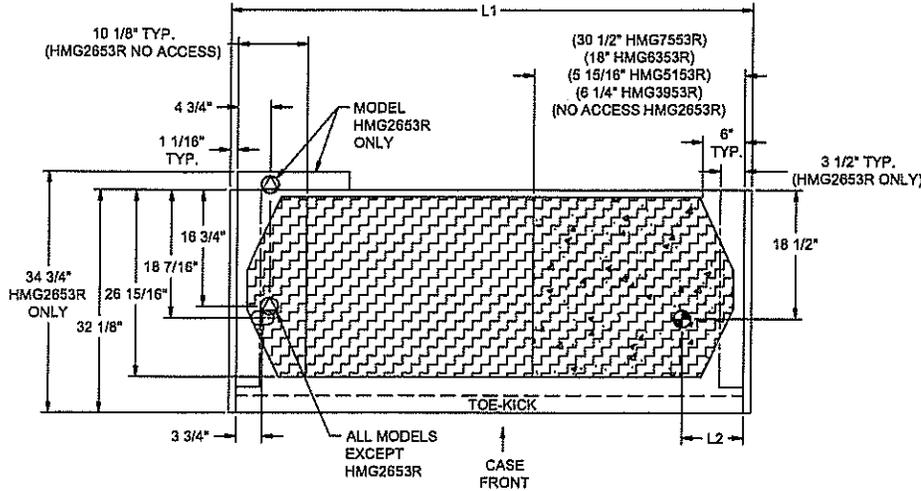
- Rear swinging door on 26" model and rear sliding doors on all other models.
- Light-T-8 top & shelf lights
- Warranty-One year parts & labor; 1-5 year compressor warranty
- Evaporator pan-Electric condensate pan (self-contained refig. only)
- Compressor air-Compressor air rear intake, front discharge. Toe kick cannot be blocked
- Temp-Integrated average product temperature of 41°F or less.
- Lower front-Straight front panel
- Shelves-Shelving removable and adjustable on 1" centers

	STANDARD SPECIFICATION	OPTION(s)
ELECTRICAL CONNECT	<input type="checkbox"/> 6 ft straight blade power cord (self cont.)	<input type="checkbox"/> Electrical leads (remote) <input type="checkbox"/> 6 ft locking power cord (self cont.)
FAN MOTORS	<input type="checkbox"/> Standard evaporator fans	<input checked="" type="checkbox"/> Energy efficient evaporator fans
MISCELLANEOUS	<input type="checkbox"/> None	<input checked="" type="checkbox"/> Clean Sweep® coil cleaner
UPPER REAR	<input checked="" type="checkbox"/> Clear glass rear sliding doors w/o lock (26" model swinging)	<input type="checkbox"/> Reflective glass rear sliding doors w/lock (26" model swinging) <input type="checkbox"/> Reflective glass rear sliding doors w/o lock (26" model swinging) <input type="checkbox"/> Clear glass rear sliding doors w/lock (26" model swinging)
INTERIOR COLOR	<input type="checkbox"/> Black interior	<input checked="" type="checkbox"/> White interior <input type="checkbox"/> Stainless Steel interior
TRIM COLOR	<input checked="" type="checkbox"/> Black trim	<input type="checkbox"/> Silver trim
EXTERIOR COLOR	<input type="checkbox"/> Laminated exterior (Wilsonart/Formica non-premium) <input type="checkbox"/> Note: Upper & lower rear areas white	<input type="checkbox"/> Stainless steel exterior (includes rear of case) <input type="checkbox"/> Painted exterior (specify color) <input checked="" type="checkbox"/> Laminated exterior (Wilsonart/Formica premium) <input type="checkbox"/> Oak veneer exterior (stained) <input type="checkbox"/> Oak veneer exterior (clear coat)
REFRIGERATION	<input checked="" type="checkbox"/> Breeze™ refrigeration	<input type="checkbox"/> Remote w/thermostat, solenoid & TXV <input type="checkbox"/> Note: Remote does Not include Condensing unit <input type="checkbox"/> Remote w/TXV
BASE SUPPORT	<input checked="" type="checkbox"/> Levelers	<input type="checkbox"/> 6"H legs <input type="checkbox"/> Casters
TOE KICK	<input checked="" type="checkbox"/> Toe kick, black	<input type="checkbox"/> Toe kick, stainless steel
END PANEL LEFT	<input checked="" type="checkbox"/> Full end panel w/mirror interior	<input type="checkbox"/> Cutaway end panel
END PANEL RIGHT	<input checked="" type="checkbox"/> Full end panel w/mirror interior	<input type="checkbox"/> Cutaway end panel
FRONT GLASS	<input type="checkbox"/> Curved double pane, lift-up front glass w/o lock	<input checked="" type="checkbox"/> Non-glare, curved double pane, lift-up front glass w/lock <input type="checkbox"/> Curved double pane, lift-up front glass w/lock <input type="checkbox"/> Non-glare, curved double pane, lift-up front glass w/o lock
PRICE TAG MOULDING	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Price tag moulding
SHELVING	<input checked="" type="checkbox"/> Clear glass, lighted shelves	<input type="checkbox"/> Smoked glass, lighted shelves
BUMPER	<input checked="" type="checkbox"/> None	<input type="checkbox"/> 1" bumper on front & ends (specify color) <input type="checkbox"/> 1" bumper on front (specify color) <input type="checkbox"/> 1" bumper on front & left end (specify color) <input type="checkbox"/> 1" bumper on front & right end (specify color)

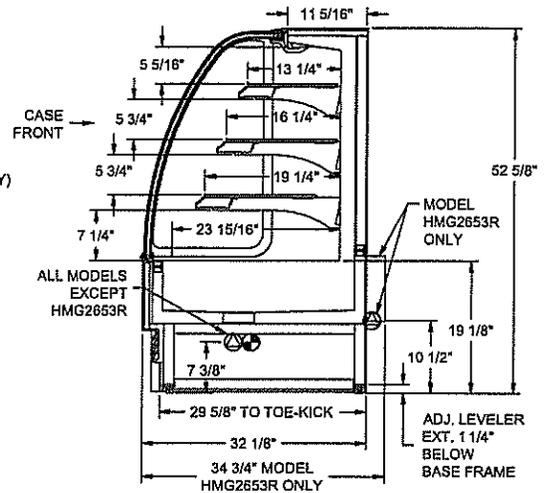
PRODUCT SPECIFICATIONS

Intended Use of Display Area: Packaged refrigerated products
 Integrated Product Temperature (IPT): 41°F
 Intended Environment: Designed to operate in ambient conditions of 75°F / 55% relative humidity.

PLAN VIEW



SIDE VIEW



NOTE: ALL DIMENSIONS APPROXIMATE

- ELECTRICAL JUNCTION BOX (SUPPLIED WITH 6\"/>
- LOCATION OF CONDENSATE DRAIN TUBE (SUPPLIED WITH 1/2\"/>
- REFRIGERATION LINE CONNECTION.
- REMOTE CASE SERVICE ACCESS AREA.
- SELF-CONTAINED CASE SERVICE ACCESS AREA.
- DRY CASE SERVICE ACCESS AREA.

Model	Self-Contained Refrigeration/Dry					Remote Refrigeration w/Leads			Ship Wt	Frt Cls
	L1*	L2*	Volts++	Amps	NEMA Plug	Volts++	Amps***	BTUH		
HMG2653R	26 7/8	7	120/1/60	12.6	NEMA 5-15P	120/1/60	2.15	1758	500	110
HMG3953R	38 7/8	8 7/8	120/1/60	12.71	NEMA 5-15 P	120/1/60	2.26	2053	900	110
HMG5153R	50 7/8	8 7/8	120/1/60	13.2	NEMA 5-15 P	120/1/60	2.52	2256	900	110
HMG6353R	62 11/16	8 7/8	120/1/60	16.61	NEMA 5-20P	120/1/60	3.52	2648	1150	110
HMG7553R	75 1/4	8 7/8	120/1/60	16.94	NEMA 5-20P	120/1/60	3.49	3283	1150	110

++ Operating range for 120 volt rating is 110-120 volts; operating range for 220 volt rating is 208-230 volts.

** Requires 3 wires + ground

*** Does not include electric defrost on freezer models

REGULATORY APPROVALS

- ETL Listed Certified to CAN/CSA 22.2
- ETL Listed Conforms to UL 471
- ETL Sanitation Conforms to NSF 7

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[Display Cases](#)**Harmony Narrow Width Refrigerated Pastry Display Case****Harmony Narrow Width Refrigerated Pastry Display Case**

In a tight spot? The new Harmony series of 32" deep refrigerated service, non-refrigerated service, and combination display cases reflects Structural Concepts' dedication to developing quality display cases with innovations that answer the needs of our customers.

Recognizing the reality of standard 36" door openings in most foodservice establishments, Structural Concepts has raised the standard and designed narrower cases that offer all the high-end features, options, and attractive design of their premier bakery and deli case lines.

Advanced technology—like our Breeze™ Slide-Out Refrigeration System—saves you money on operating and maintenance costs.

32"D Refrigerated Service Case

Standard Features:

- * Breeze™ Refrigeration System
- * Three adjustable/removable clear glass shelves (13"D, 16"D, 19"D)
- * Clear glass rear sliding doors (HMG3953R - HMG7553R)
- * One rear swinging door (HMG2653R)
- * Curved double pane lift-up front glass
- * T-8 top light and shelf lights
- * Straight front panel
- * 6' power cord
- * Integrated average product temperature of 41°F
- * ETL sanitation conforms to NSF 7
- * ETL Listed Certified to CAN/CSA 22.2
- * 1 year parts and labor; 5 year compressor warranty

For non-standard features and available accessories, download product specification (PDF) sheet.

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Medford, Oregon
97504

8:00am - 4:30pm Mon-Fri PST

Phone: 541-830-0100
Fax: 541-830-0010

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GE® 8.3 cu. ft. capacity RightHeight™ Design Front Load electric dryer with steam



Model# GFDR485EFRR



- RightHeight™ Design built-in pedestal - Comfortably load and unload clothes, and use the top as a folding surface, with this factory-installed pedestal
- Detangle Assist - Twisted sheets and comforters are a thing of the past with a setting that pauses and reverses direction to separate items and reduce wrinkling
- Steam Refresh - Rejuvenate lightly worn clothes by getting rid of wrinkles and odors with this convenient setting using the power of steam
- Steam Dewrinkle - Stored or wrinkled clothes come out wrinkle-free with this helpful setting that uses steam to refresh and dry a load of any size
- LED light - Find that last sock in the washer and dryer thanks to a bright, energy-efficient and long lasting LED light
- Stainless steel drum - Resists rust and helps protect clothes
- HE Sensor Dry - Keep your clothes looking and feeling their best. Dual thermistors continually monitor temperature with a sensor bar that measures moisture to prevent over-drying
- Dryer rack - Allows tumble-free drying for delicate items
- eMonitor - Get the energy-saving insight you need to reduce your utility bills with an electronic readout that shows the efficiency level of each load

FEATURES

Heat Selections	5
Number of Cycles	12
Temperature Options	High/Medium/Low/Extra Low/No Heat
Control Type	Rotary-Electronic w/LEDs
Custom Cycles	Yes - My Cycle
Moisture Sensor	HE Sensor Dry
Speed Dry	Yes
Style	Front-Loading
Dual Thermistors	Yes
Additional Cycles	Normal/Mixed Load Air Fluff Delicates Timed Dry Bulky/ Bedding NSF Sanitize Active Wear Warm Up Towels/ Sheets Speed Dry Cottons Steam Dewrinkle Steam Refresh
Delicates Cycle	Yes
Dryness Levels	Extra Dry More Dry Dry Less Dry Damp
Timed Dry	Yes 90 Minutes
Tumble Drying	Yes
Cottons Cycle	Yes
Pedestal	RightHeight™ Design Built-in
Steam Dewrinkle	Yes
SteamRefresh	Yes
Air Fluff (no heat)	Yes
Easy Care Cycle	Yes - Active Wear
Energy Saving Option	Yes - eDry and eMonitor
Removable Up-Front Lint Filter	Yes with reminder light
Drum Type	Stainless Steel
Exhaust Options	3-Way (Rear; Left; Right)
Flexible Installation	Side-by-Side, Built-In, Undercounter
Fuel Type	Electric
Reverse-a-Door	Yes
Additional Dryer Features	Front Serviceable LED Interior Light Deluxe Dryer Rack
Additional Optional Cycles	Extended Tumble Damp Alert Detangle Assist
Dryer Control Features	LED Cycle Countdown Control Lock

Have more questions? Please contact 1-800-626-2005

Add Time
LED Indicators
Adjustable End-of-Cycle Signal
Delay Start - Up to 24 hours
Clean Lint Filter Reminder Light
LED Cycle Status Lights

GE® 8.3 cu. ft. capacity RightHeight™ Design Front Load electric dryer with steam



Model# GFDR485EFRR

APPROXIMATE DIMENSIONS (HxDxW)

- 47 in x 34 3/8 in x 28 in

CAPACITY

- Total Capacity (cubic feet) 8.3 cu ft

Claims & Certifications

- ADA Compliant
- MADE IN AMERICA: 70 to 90% U.S. Content

WARRANTY

- Labor Warranty - Limited 1-year entire appliance
- Parts Warranty - Limited 1-year entire appliance
- Warranty Notes - See written warranty for full details

Have more questions? Please contact 1-800-626-2005



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GE® ENERGY STAR® 4.8 DOE CU. FT. CAPACITY RIGHTEIGHT™ DESIGN FRONT LOAD WASHER

GFWR4805FRR

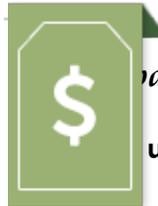
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Approx. Dimensions (HxWxD)

47 in x 28 in x 34 2/5 in



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FEATURES

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Number of Cycles	13
Washer Cycles	Active Wear Basket Clean Bulky/Bedding Delicates/Hand Wash NSF Allergen NSF Sanitize Normals/Mixed Loads Power Clean Rinse + Spin Single Item Speed Wash Towels & Sheets Whites
Washer Options/Settings	Max Rinse - 3 rinses
Dispenser	Bleach Timed Flow Through Detergent (Liquid/Powder) Timed Flow Through Fabric Softener Timed Flow Through Fabric Softener Pretreat
Control Type	Rotary-Electronic w/LEDs
Custom Cycles	Yes - My Cycle
Wash/Rinse Temperatures	5
Wash/Spin Speed Combinations	9
Washer Control Features	Add Garment



Adjustable End-of-Cycle Signal
Automatic Temperature Control
Control Lock
Delay Start - Up to 24 hours
LED Cycle Countdown
LED Cycle Status Lights
LED Indicators

Water Levels

Load-Sensing Adaptive Fill

Specialty Cycles

Extra Rinse - 3 levels
Overnight Dry
Pre-Wash
PreSoak - up to 8 hours
Stain Removal Guide

Whites Cycle

Yes

Colors Cycle

Normals/Mixed Loads

Adaptive Capabilities

Load-Sensing Adaptive Fill

Delicates Cycle

Delicates/Hand Wash

Steam Assist

Yes

Style

Front-Loading

Water Temp System

PerfectTemp Deluxe

Optional Soil Levels

Extra Heavy
Extra Light
Heavy
Light
Normal

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Overnight Dry



Stain Removal Guide

Yes

Vibration Control

Yes

Additional Washer Features

Advanced Vibration Control
Front Serviceable
Hydro Motion
Internal heater
LED Basket Light

Leveling Legs

Energy Saving Option	Yes - eWash Cold Wash Technology and eMonitor
Pedestal	RightHeight™ Design Built-in
Leveling System	Adjustable Leveling Legs
Maximum Spin Speed	1250 RPM
Receptacle Type	3-Prong Grounding

CAPACITY

Total Capacity (cubic feet)	4.8 cu ft
Wash Basket Type	Stainless Steel - Tilted

APPEARANCE

Color Appearance	Ruby Red
Control Panel Lens	Metallic Black
Door Style	See-Thru Glass
Handle	Chrome Pocket Handle Door
Installation	Undercounter, Side-by-Side, Built-In
Trim/Accents	Chrome Accents Chrome Knob with Rubber Grip

ECONOMICAL / QUIET

Quiet Package	Quiet-By-Design
---------------	-----------------

WEIGHTS & DIMENSIONS

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Approximate Shipping Weight 295 lb

Net Weight 279 lb

Overall Depth 34 2/5 in

Overall Height 47 in

Overall Width 28 in

POWER / RATINGS



Circuit Breaker or Time Delay Fuse 15 or 20 Amp

Motor Speeds Variable

Volts/Hertz 120V; 60Hz

CLAIMS & CERTIFICATIONS

ADA Compliant

CEE Tier III

ENERGY STAR® Qualified

Most Energy Efficient

MADE IN AMERICA: 70 to 90% U.S. Content

ACCESSORIES

Fill Hose WH41X10207 (sold separately)

WARRANTY

Labor Warranty Limited 1-year entire appliance

Parts Warranty Limited 1-year entire appliance

Warranty Notes See written warranty for full details

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Description

This ceiling mount bracket is to be used when mounting projectors to high ceilings.

Specifications	Vertical correction angle:	+5°, -17°
	Horizontal slant correction angle:	±2.5°
	Horizontal turn correction angle:	±1.2°
	Dimensions (W x H x D):	344 x 340-420 x 400 mm (13-17/32" x 13-3/8"-16-17/32" x 15-3/4")
	Weight:	9.7 kg (21.4 lbs)

Weights and dimensions shown are approximate. Specifications subject to change without notice.

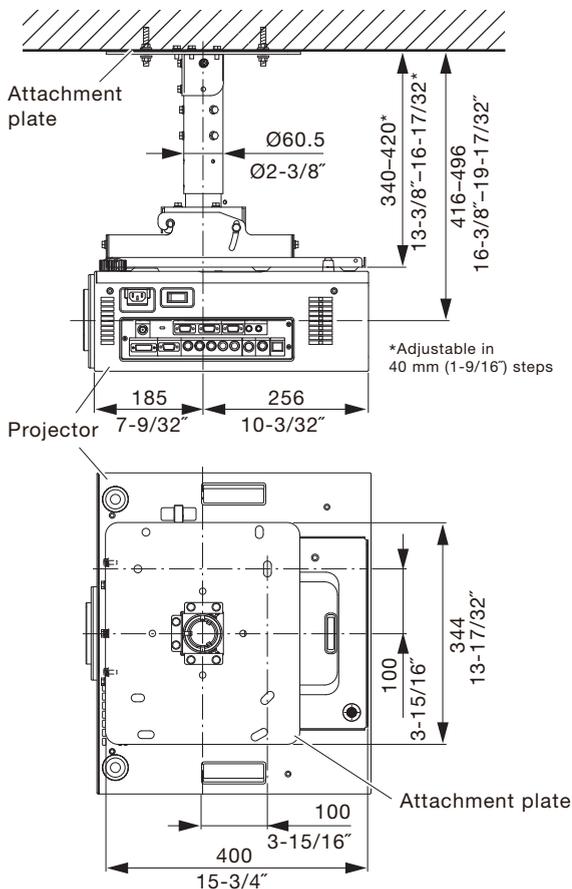
Parts	Attachment plate	1	Washer-fitted hexagonal bolts (M6 x 80)	2
	Projector mount bracket	1	Washer-fitted screws for safety fitting (M4 x 8)	4
	Adjuster pole A	1	Washer-fitted hexagonal bolts (M6 x 12)	35
	Adjuster pole B	1	Washer (M6)	2
	Angle adjuster	1	Hexagonal nuts (M6)	2
	Pole support bracket 1	1	Wire rope	2
	Pole support bracket 2	1	Wire clip	4
	Pole fixer	1	Clamp tube	4
	Safety fitting	2	Sealing packing	1

Caution:

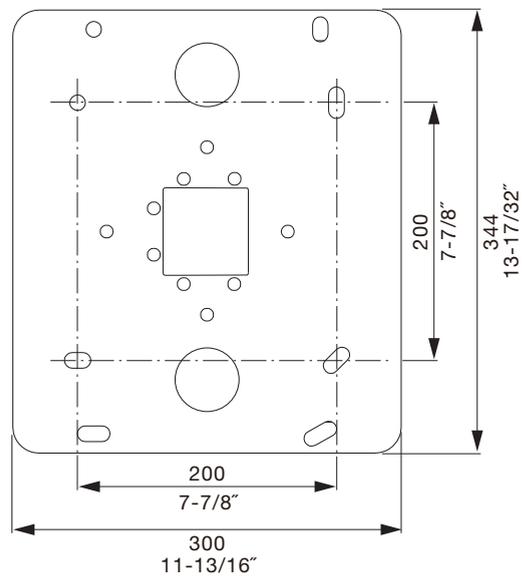
- Mounting should be done by a qualified technician.
- Make sure that the mounting (ceiling) area has sufficient strength.
- Read the enclosed mounting instructions thoroughly before starting.
- When the product is no longer going to be used, have it disposed of quickly by a professional disposal service.
- Do not use an electric screwdriver or impact driver to tighten screws. (Use a torque driver or similar tool.)

Dimensions

Illustration shows the bracket attached to the PT-DZ6710/DZ6710/DZ6700/DW6300S/DW6300LS/DW6300K/DW6300LK/D6000S/D6000LS/D6000K/D6000LK.



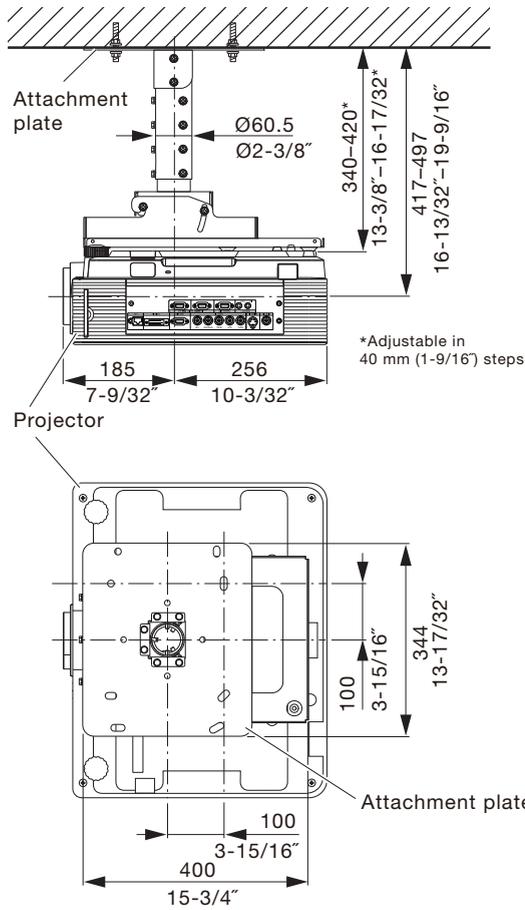
Attachment plate



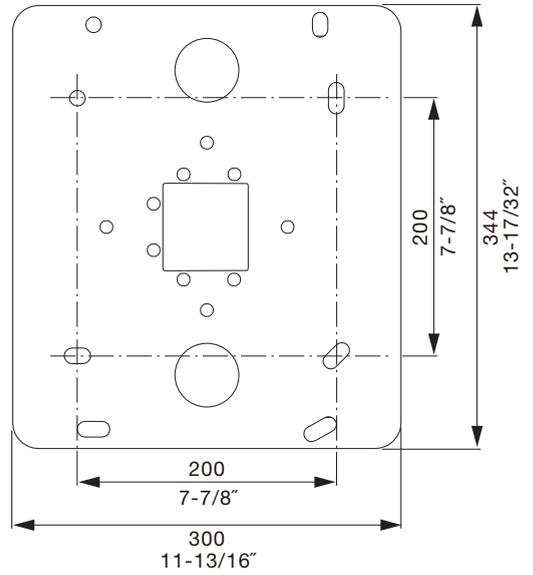
unit : mm (inch)
NOTE: This illustration is not drawn to scale.

Dimensions

Illustration shows the bracket attached to the PT-D4000.



Attachment plate



unit : mm (inch)
NOTE: This illustration is not drawn to scale.

NEWINGTON HIGH SCHOOL
AEROSPACE, BIOMEDICAL, GENOMICS, AND CULINARY ACADEMIES
PHASE-2 CONSTRUCTION

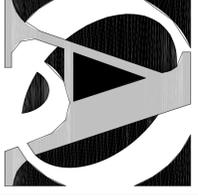
List of Contractors attending Pre-Bid Walk-thru

September 15, 2016

1.	Peter Borchard Advanced Sheetmetal Associates, LLC	52 Industrial Park Access Road Middlefield, CT 06455 860-637-6573 pete@tinknockerct.com
2.	Standard Demo	30 Nutmeg Drive Trumbull, CT 06611 203-380-8300 estimators@demolitionservices.com
3.	Gary Broderick A. Secondino & Son, INC	21 Acorn Road, Branford, CT 06405 203-481-3496 gbroderick@asecondinoandson.com
4.	Mercury Cabling Systems, LLC George Baron	300 Avon Street, Stratford, CT 06615 203-378-9008-309 george.baron@mercury-group.com
5.	The Nasi Group, LLC	156 Cross Road, Suite #1 Waterford, CT 06385 860-449-2739 steve@thenasigroup.com
6.	Millennium Builders INC	50 Inwood Road Rocky Hill, CT 06067 860-571-0555 rstacy@mbict.com
7.	Seremet Electric LLC	82 Church Street Thompson, CT 06277 203-943-2270 seremetjelectric@aol.com
8.	Superior Mechanical Syst INC	126 South Turnpike Road Wallingford, CT 06492 203-627-0395 patduane@superiorct.com
9.	La Rosa Building Group	163 Research Parkway Meriden, CT 06450 203-235-1770 vparete@larosabg.com
10.	Innovative Services, Inc	10 Lamont Lane Tolland, CT 06084 860-306-8222 gannycusson@snet.net

11.	W. J. Mountford CO. Mike Garneau	170 Commerce Way South Windsor, CT 06074 860-291-9448 mgarneau@wimountford.com
12.	G, Danovan Associates INC Greg Martin	PO Box 249 Lebanon, CT 06249 860-642-0700 greg@gdanovan.com
13.	Tancreti Construction LLC Monica Robertson	50 United Drive, Unit J North Haven, CT 203-306-7507 mr@tancreticonstruction.com
14.	J A Rosa Construction, LLC Pete Cappellino	17Town Line Road Wolcott, CT 06716 203-879-3495 pete@jarosa.com
15.	Roel Legaspi Nosal Builders INC	51 Ozick Drive, Suite 100 Durham, CT 06422 860-349-5674 roel@nosalbuilders.com
16.	Jonathan Sygrove Sarazin General Contractors	6 Commerce Drive North Windham, CT 06256 860-456-4576 jsygrove@sarazin.com
17.	Bryson Burse Collier Electrical Corporation	50 Harvard Street New Britain, CT 06050 860-223-2300 - 860-223-2330 bryson@collierelectricct.com
18.	Marco Caminito Pioneer Builders of Newington INC	336 Stamm Road Newington, CT 06111 860-666-2320 pioneerbuild@att.net
19.	Jessie Dupont Action Air Systems INC	131 Adams Street Manchester, CT 06042 860-982-1837 jessie@actionairsystems.com
20.	Ferguson Mechanical	112 Northwest Drive Plainville, CT 06062 860-517-3252 lmckim@ferguson-ct.com
21.	Linda McKim Ferguson Electric	112 Northwest Drive Plainville, CT 06062 860-517-3221 lmckim@ferguson-ct.com
22.	Bert Grossou HHS Mechanical Contractors	80 Colonial Road Manchester, CT 06042 860-810-2000 bert@hhs-mech.com

23.	Deb Reading Northeast Building Group	5 Northfield Road Wallingford, CT 06492 203-678-4030 dreading@truebluecos.com
24.	Tim Corcoran Environmental Systems Corporation	18 Jansen Court West Hartford, CT 06110 860-953-8800 tcorcoran@escontrols.com
25.	Vinnie Zavarella Caruso Electric	815 Farmington Ave New Britain, CT 860-832-9469 vinniez@carusoelectric.com
26.	Jim Salisbury Martindale & Salisbury Construction, INC	1234 Hartford Turnpike Vernon, CT 06066 860-872-9656 martsals@yahoo.com
27.	Steve Butler Richard Walsh Enfield Builders INC	1654 King Street, Enfield, CT 06082 860-627-6870 sbutler@enfieldbuilders.com rwalsh@enfieldbuilders.com
28.	Tom Accarpio Preferred Electric LLC	1260 Farmington Ave Berlin, CT 06037 860-828-3069 preferredelectric@cox.net
29.	Michael Ruggiero DPM Contracting	118 Jude Ln Southington, CT 06489 203-627-9494 dpmcontracting@gmail.com
30.	Frank Citino Danielle's Construction, LLC	387 Wells Rd Wethersfield, CT 06109 860-982-1915 renovator9@att.net
31.	Horace Rowe Roweski Painting LLC	182 Edgewood St Hartford, CT 06112 860-278-8400 roweskipaintingllc@comcast.net



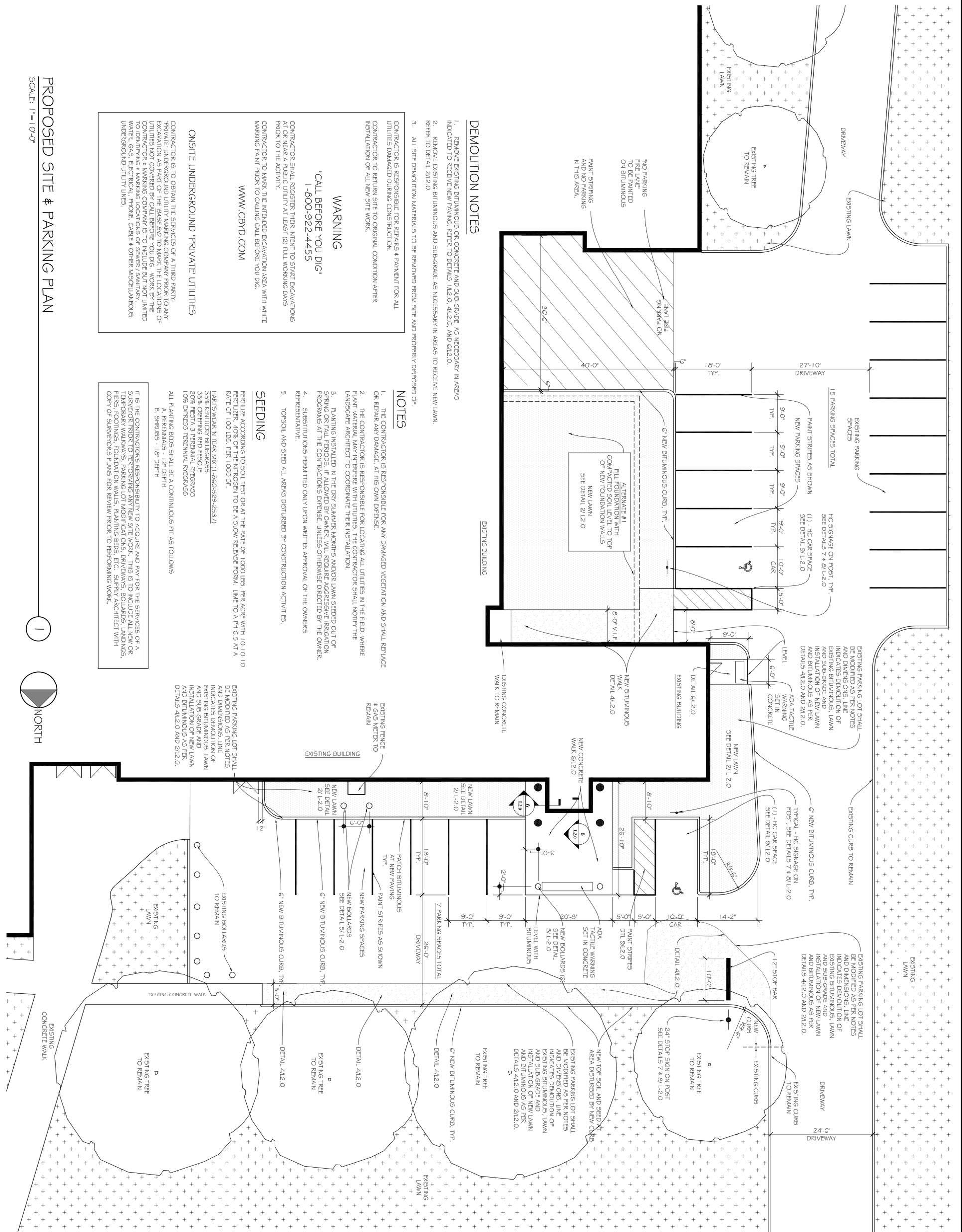
QUISENBERRY ARCARI ARCHITECTS, LLC
 www.qa-architects.com
 T (860) 677-4594
 F (860) 677-8534
 318 Main Street
 Farmington, CT 06032

Phase 2 - Renovation For
Aerospace, Biomedical, Genomics and Culinary Academies
Town of Newington
Newington High School
 Newington, CT
 605 Willard Avenue

Sheet Description:
PHASE 2
PROPOSED SITE & PARKING PLAN
 State Project #: 094-0015 A
 August 16, 2016
 August 20, 2016

Project #: QA 1443
 Sheet #: JH

L-1.0
ADDENDUM #1



DEMOLITION NOTES

1. REMOVE EXISTING BITUMINOUS OR CONCRETE AND SUB-GRADE AS NECESSARY IN AREAS INDICATED TO RECEIVE NEW PAVING. REFER TO DETAILS 412.0, 412.0, AND 612.0.
2. REMOVE EXISTING BITUMINOUS AND SUB-GRADE AS NECESSARY IN AREAS TO RECEIVE NEW LAWN. REFER TO DETAIL 212.0.
3. ALL SITE DEMOLITION MATERIALS TO BE REMOVED FROM SITE AND PROPERLY DISPOSED OF.

WARNING

"CALL BEFORE YOU DIG"
 1-800-922-4455

CONTRACTOR SHALL REGISTER THEIR INTENT TO START EXCAVATIONS AT OR NEAR A PUBLIC UTILITY AT LEAST (2) FULL WORKING DAYS PRIOR TO THE ACTIVITY.
 CONTRACTOR TO MARK THE INTENDED EXCAVATION AREA WITH WHITE MARKING PAINT PRIOR TO CALLING CALL BEFORE YOU DIG.
WWW.CBYD.COM

ONSITE UNDERGROUND "PRIVATE" UTILITIES

CONTRACTOR IS TO OBTAIN THE SERVICES OF A THIRD PARTY PRIVATE UNDERGROUND UTILITY MARKING COMPANY PRIOR TO ANY EXCAVATION AS PART OF THE BIDDING TO MARK THE LOCATIONS OF UTILITIES NOT COVERED BY CALL BEFORE YOU DIG. WORK OF THE COMPANY SHALL BE TO IDENTIFY AND MARK THE LOCATION OF ANY UNIDENTIFIED UTILITIES. THE COMPANY SHALL BE RESPONSIBLE FOR IDENTIFYING & MARKING LOCATIONS OF SAVER / SANITARY WATER, GAS, ELECTRICAL, PHONE, CABLE & OTHER MISCELLANEOUS UNDERGROUND UTILITY LINES.

NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGED VEGETATION AND SHALL REPLACE OR REPAIR ANY DAMAGE AT HIS OWN EXPENSE.
2. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES IN THE FIELD. WHERE PLANT MATERIAL MAY INTERFERE WITH UTILITIES, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT TO COORDINATE THEIR INSTALLATION.
3. PLANTING INSTALLED IN THE DRY SUMMER MONTHS (AUGUST) LAWN SEEDS OUT OF SPRING OR FALL PERIODS. IF ALLOWED BY OWNER, WILL REQUIRE AGGRESSIVE IRRIGATION PROGRAMS AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE DIRECTED BY THE OWNER.
4. SUBSTITUTIONS PERMITTED ONLY UPON WRITTEN APPROVAL OF THE OWNERS REPRESENTATIVE.
5. TOPSOIL AND SEED ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES.

SEEDING

FERTILIZE ACCORDING TO SOIL TEST OR AT THE RATE OF 1000 LBS. PER ACRE WITH 10-10-10 FERTILIZER, 40% OF THE NITROGEN TO BE A SLOW RELEASE FORM. LIME TO A PH 6.5 AT A RATE OF 100 LBS. PER 1000 SF.
 HARTZ WEAR IN TEAR MX (1-860-529-2537)
 35% KENTUCK BUDGERASS
 20% KENTUCK BUDGERASS
 10% BIRDSEED PERENNIAL RYEGRASS
 ALL PLANTING BEDS SHALL BE A CONTINUOUS PIT AS FOLLOWS
 A. PERENNIALS - 12" DEPTH
 B. SHRUBS - 18" DEPTH

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE AND PAY FOR THE SERVICES OF A SURVEYOR PRIOR TO PERFORMING ANY NEW SITE WORK. THIS IS TO INCLUDE ALL NEW OR TEMPORARY WALKWAYS, PARKING LOT MODIFICATIONS, DRIVEWAYS, BOLLARDS, LANDINGS, PIERS, FOOTINGS, FOUNDATION WALLS, PLANTING BEDS, ETC. SUPPLY ARCHITECT WITH COPY OF SURVEYOR'S PLANS FOR REVIEW PRIOR TO PERFORMING WORK.

PROPOSED SITE & PARKING PLAN
 SCALE: 1"=10'-0"



END OF ADDENDUM #1
&
ALL ATTACHMENTS