

PROJECT MANUAL

For

Francis T. Maloney High School

Meriden, CT

**FURNITURE, FURNISHINGS & EQUIPMENT
PHASE 3A
ART & MUSIC**

February 24th, 2014

FT PROJECT NO. CT11040
STATE PROJECT NO. 080-0092 RNV/E
CITY PROJECT NO. B016-17

OWNERS' REPRESENTATIVE

Peter Filanda
Arcadis
213 Court Street, Suite 700
Middletown, CT

ARCHITECT

Kate Ryan
Fletcher-Thompson, Inc.
930 Main Street
Bridgeport, CT

OWNER

City of Meriden
142 East Main Street
Meriden, CT

ASSOCIATE ARCHITECT

George McGoldrick AIA, LLC
47 Mudrock Ave
Meriden, CT

CONSTRUCTION MANAGER

Gilbane
208A New London TPKE
Glastonbury, CT

END OF SECTION

**LEGAL NOTICE
INVITATION TO BID
THE CITY OF MERIDEN IS ACCEPTING SEALED BIDS FOR:
B016-17 Furniture, Furnishing and Equipment for Francis T. Maloney High School – Phase 3A**

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, 142 East Main Street, Meriden, CT 06450-8022. Bids will be accepted in Purchasing, Room 210, 142 East Main Street, Meriden, CT 06450-8022, until **2:00 P.M. on December 1, 2015** at which time they will be publicly opened and read. Any bid received after the time and date specified shall not be considered.

Each bid shall be accompanied by a Certified Check or Bid Bond in the amount of Ten (10%) percent of the amount bid. Bids shall be submitted in triplicate.

Vendors are invited to submit sealed bids on a contract for Furniture, Furnishings and Equipment for the Additions & Renovations at the Francis T. Maloney High School, 121 Gravel Street in Meriden, Connecticut. The work consists of Art and Music equipment as called for in bidding documents prepared by Fletcher Thompson Architects.

Bid Documents including Instructions to Bidders, Bid Forms, Form of Contract, Form of Bonds, General Conditions of the Contract and Specifications may be examined on or after November 9, 2015 between the hours of 8:00 A.M. and 5:00 P.M. daily; except Saturdays, Sundays and holidays.

Bid documents will be available electronically at no cost. Contact the Purchasing Department via email at purchasing@meridenct.gov to request documents. Printed copies will be available for a non-refundable fee of Ten Dollars (\$10.00) per set. Checks shall be payable to the City of Meriden. Bidders requesting that bid documents be sent to them shall provide their courier account number for billing.

Performance and Payment Bond for One Hundred Percent (100%) of the contract price, with a corporate surety approved by the City of Meriden, will be required of the lowest responsible bidder **for any awards exceeding \$100,000.00.**

The right is reserved to reject any or all bids in whole or in part, to award any item, or total bid and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No bidder may withdraw their bid within sixty (60) days of the date of the bid opening. Should there be reason why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Meriden and the bidder.

Wilma C. Petro, CPPB, C.P.M.,
Purchasing Officer,
City of Meriden

Dated: November 9, 2015

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INSTRUCTIONS TO BIDDERS

ARTICLE 1: BIDDING REQUIREMENTS

1. Bid Form (The following articles a-d may be grounds for disqualification of bid if not provided)
 - a. Quotation / Bid Proposal Form- Movable Equipment
 - b. Substitution Request Form and Alternate Prices (if applicable)
 - c. Addendum Receipt Form- Acknowledgement of Addendums
 - d. Contractor Qualification Questionnaire
2. Critical Deadline List
3. The Contract Documents have been organized by unit bid price for quantities indicated. Bidder may submit on any product, but a unit bid price must be included on products in Bid Submission.
4. Each Bidder shall submit with its bid, a project schedule indicating, for each manufacturer, critical deadlines required for the Bidder to guarantee the installation dates noted in the Contract Documents, including such items as receipt of purchase orders or contract, selection of colors and fabrics, shipping dates, delivery dates, installation durations, etc.
5. All proposals must also be accompanied by a bid bond for 10% of the amount bid. If this is not provided at time of bid the bid will automatically be disqualified.

ARTICLE 2: CONSTRUCTION TERMS & DEFINITIONS

2.0 DEFINITIONS

- A. Bidding Documents include the Invitation to Bid, Instructions to Bidders, the Form of Proposal, other sample Bidding and contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consist of the Design Building Contractor-Contractor Agreement, , the General Conditions of the Contract (General, Supplementary and other conditions), the Drawings, the Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- B. All definitions set forth in the General Conditions of the Contract for Construction, or in other Contract Documents, are applicable to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Consultant prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- D. Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents to be added or deducted by change order to the contract price.
- E. Unit Rate is the amount derived from an Allowance amount, divided by the estimated quantity within the allowance to identify the cost per unit. The Unit Rate is used to reconcile the balance of the allowance remaining, or increase an allowance amount by the unit rate for additional

quantity of work. The final allowance amount shall be reconciled/revised through the issuance of an (add or deduct) change order to the contract amount.

- F. Owner is The City of Meriden.
- G. Architect is variously referred to specifications and/or contracts as Architect, Architect/Engineer or Engineer. Architect is Fletcher–Thompson, Inc., 930 Main Street, Bridgeport CT 06604.
- H. All references to "Contractor" means the Contractor performing work under that specific Specification Section or Bid Package.
- I. A Bidder is a person or entity who submits a Bid. All references to "Bidder" means the "Contractor" once the Contract has been awarded.
- J. Specification reference to "Provide" means to furnish and install unless otherwise noted.
- K. Regarding to this Definitions Section the final determination as to any conflicts or interpretations shall be made by the Architect, acting in good faith, and in accordance with the Contract Documents.

ARTICLE 3: BIDDER REPRESENTATION

3.0 BIDDERS by making a Bid represents that:

- A. Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- B. Bidder has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
- C. Bids shall be based upon the materials, systems and equipment required by the Bidding Documents without exception.
- D. If required in the Construction Documents, the Bidder shall comply with all State/Federal Prevailing Wage Laws and any specified Affirmative Action Policies.

ARTICLE 4: BIDDING DOCUMENTS

4.0 COPIES

- A. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Construction Manager, Owner nor the Architect/Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- B. The Owner, Construction Manager or Architect in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- C. Failure by this Bidder to view all Drawings, Specifications and Addendums include requirements of its trade shown on ALL drawings and specifications does not relieve the contractor of any responsibilities in providing ALL work of its trade shown on all plans and specifications.
- D. Any bidder which obtains or views plans and specifications from or at any source other than the Owner has the responsibility to keep themselves informed of any addenda or other changes in the Bid Documents or Bid Instructions. The Owner assumes no obligation to keep subcontractors or suppliers advised of such changes. In addition, notice of all Addenda will be publicized on the Owner's Purchasing Department web site.

4.1 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. Bidders shall promptly notify the Purchasing Department and the Owner of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- B. Bidders requiring clarification or interpretation of the Bidding Documents must submit the questions in writing no later than seven (7) calendar days prior to the date for receipt of Bids.
- C. Communications regarding any questions shall be directed to ONLY the Owner. NOTE: Any answers received directly from the Owner, Architect or Engineers will not be binding, unless published via an addendum. Oral answers from any source will not be binding.
- D. All questions regarding any information contained in the Bid Documents must be made in writing to the Owner. Please direct all questions to Purchasing at Email: Address: purchasing@meridenct.gov Should Bidder not have the ability to send by email they can Fax their questions: Fax # (203) 630-3582.
- E. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
- F. Subject to the provisions below, in case of conflict in or between Contracts, plans, specifications, Special Instructions and Proposal Requirements or this Instruction to Bidders the following shall be the precedence for resolving same:

Special Instructions and Proposal Requirements for Bid Packages
Bid Package Scope of Work
Instructions to Bidders
Contract Agreement
Supplementary Conditions
General Conditions
Large Scale Drawings
Small Scale Drawings
Specifications
Addendum

- G. In the absence of an interpretation, should the Drawings disagree in themselves or with the Specifications, the better quality or the greater quantity of work or materials shall be estimated upon, and unless otherwise ordered, shall be furnished.
- H. All Bidders are put on notice that they should carefully examine all Bid Documents to ensure that they include all items intended to be included in their scope of work. The Bidder acknowledges that the proposed Contract Documents are complete, accurate and sufficiently clear in scope and intent to permit the complete and proper construction of the Work, with the exception that any errors, omissions, ambiguities or perceived defects in the proposed Contract Documents known to the Bidder which have not been addressed in Addenda prior to the date of its Bid are to be set forth in an attachment to the Bid. Bidder agrees and acknowledges that, in the absence of such statement; Bidder has not discovered or been made aware of any such errors, omissions, ambiguities or perceived defects.
- I. All Bidders shall make themselves aware of scopes of work identified on all drawings for every bidder for every Bid Package, coordinate their bid and their work with that work and shall include in their bid any of their work as described therein.

4.2 PROJECT MANUAL

- A. All Bidders shall make themselves aware of scopes of work identified in the Project Manual for every bidder for every Bid Package, coordinate their bid and their work with that work and shall include in their bid any of their work as described therein.
- B. Failure by this Bidder to view all Specifications and Addendums and include requirements of its trade shown in specifications does not relieve the contractor of any responsibilities in providing ALL work of its trade shown on all plans and specifications.
- C. The Specific section(s) of Specifications being bid by Contractor and all other Specifications for the Project contained in "Project Manual, Movable Equipment, Francis T. Maloney High School, Meriden, Connecticut" dated February 24, 2014.

- D. Construction Schedule under section 00210 Supplementary Instructions to Bidders.
- E. Special Instructions and Proposal Requirements for all other Bid Packages, attached. All bidders are to completely familiarize themselves with All Bid Packages and include in their quotation their work referenced in other Bid Packages even if it is not specifically stated in the Bid Package they are bidding.
- F. This Instructions to Bidders dated February 24, 2014.
- G. Insurance requirements are contained in General Conditions and Supplementary Conditions to General Conditions, attached. Insurance Limits are contained in sample AIA A251 Contract.
- H. Prevailing Rate Determination and other material from State of Connecticut see section 00 43 43.
- I. All Bidders are responsible to assure that they have all the specifications described in the Table of Contents in the Project Manual and any specifications added, deleted or revised by Addenda.
- J. All Bidders shall make themselves aware of scopes of work identified in the specifications for every bidder for every Bid Package, coordinate their bid and their work with that work and shall include in their bid any of their work as described therein.
- K. Failure by this Bidder to view all Drawings, Specifications and Addendums include requirements of its trade shown on ALL drawings and specifications does not relieve the contractor of any responsibilities in providing ALL work of its trade shown on all plans and specifications.

4.3 REQUEST FOR CLARIFICATION

- A. All Requests for clarification shall be sent to the Owner ONLY.
- B. All Request for clarification shall be made as soon as possible, and in no case no later than seven (7) calendar days before bids are due.
- C. All questions regarding any information contained in the Bid Documents must be made in writing to the Owner.
- D. Answers will be given in writing to all Bidders in the form of an Addendum. Oral answers will not be binding.
- E. **All questions regarding information contained in the Bid Documents must be made in writing to the Owner.** To expedite answers to questions, please send your request for clarifications via Email to the Attention: Purchasing at Email: Address: purchasing@meridenct.gov Should Bidder not have the ability to send by email they can Fax their questions: Fax # (203) 630-3582.

- F. As possible addenda covering these clarifications and interpretations will be issued and forwarded to all bidders where appropriate. However, it is the bidders responsibility to check the owner's website for any addenda. Neither the Construction Manager, Owner, Architect or Engineers will assumes any responsibility for any other explanations or interpretations of the bidding documents.

4.4 ADDENDA

- A. Addenda will be emailed and posted on the city of Meriden's purchasing department website. Only those Contractors who have registered as a plan holder with the Owner as bidding on the project will receive the notifications of addenda.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- C. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and shall acknowledge their receipt on the Bid Form.
- D. The Construction Manger, Architect, nor Owner assumes any responsibility for any explanations or interpretations of the bidding documents other than the addenda.

ARTICLE 5: BIDDING PROCEDURE

5.0 FORM AND STYLE OF BIDS

- A. Bids shall be submitted on forms identical to the form included with the Bidding Documents, in the quantity required by the Invitation to Bid.
- B. The Bid Form and ALL Attachments, including the Bid Bond and any other items required in the bid package MUST be submitted in TRIPLICATE; (1) original and (2) copies.
- C. Bids are to be Total Bid Proposal.
- D. Bidders are to include all costs required as a result of annual (July 1) changes to State Prevailing Wage Rate and Fringe Benefit changes (See CGS 31-53, as amended) if required.
- E. All blanks on the bid form shall be filled in. The owner's interpretation of any items left blank will be the assumption that all dollar items are a no cost, and for all other items left blank on the bid form will represent the contractor as being non-responsive.
- F. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between them, the amount written in words shall govern.
- G. Any lining out, alteration or erasure must be initialed by the signer of the bid.

- H. Contractors are responsible to bid on all Alternates and Unit Prices, if no change in the Base Bid the Contractor shall enter "No Change."
- I. Combination Bids will NOT be accepted, unless otherwise indicated on the bid form.
- J. Each copy of a Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

5.1 BID SECURITY AND LETTER OF SURETY

- A. All proposals must be accompanied by Bid Security in the form of a Certified Check or Bid Bond on AIA Document A310, 2010 Edition, issued by a Surety Company which meets qualifications below. Bid Security shall be in amount not less than ten percent (10%) of the total amount of the Base Bid, and shall be addressed to the of City of Meriden- Purchasing; reference (Section 00 45 20).
- B. The Bid Bond and the Letter of Surety must be provided by a Surety Company or Companies that meet the following qualifications as of the date of bid; reference (Section 00 45 20).

5.2 SUBMISSION OF BIDS

- A. **Each Bid MUST BE Submitted in a SEALED ENVELOPE and Addressed to The City of Meriden the Purchasing Officer, ATTN: Wilma Petro, 142 East Main Street, Meriden, CT 06450,**
- B. Bids must be submitted prior to the time the date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. City of Meriden will be the sole entity determining the date and time that a bid is received and whether or not that bid is on time or late. Bids received after the date and time for receipt will NOT be accepted.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, telegraphic, faxed bids or electronically transmitted bids will NOT be accepted.
- E. Bids will be publicly opened and read aloud.
- F. Bid must include Unit Prices, which includes all costs necessary for the complete delivery, installation, trash removal off site, cleaning & final placement of such Unit Work.
- G. Bid must include the cost of all Allowances as part of the Total Bid Proposal Sum Base Bid Proposal.

- H. Bids and Contract Awards are subject to all applicable Federal, State and Local codes, laws, ordinances, charters, regulations and rules. By submitting a Bid, Bidder agrees to indemnify and hold harmless the City of Meriden, the Meriden Public Schools, its Board of Education, the Construction Manager, the Architect and their consultants for all damages assessed against any of them as a result of the Bidder's failure to comply with said standards and/or regulations.
- I. Submission of a bid by a bidder signifies that (if awarded) a contract, the contractor will receive a purchase order from the owner or AIA contract from the Owner. Refusal to sign or exceptions taken to the Agreement during or after bidding will give the Owner the right to reject the bid and the Owner reserves all its rights as a result of said rejection including recovery of the Bid Security from Contractor. A copy of the AIA Contract Agreement has been included as part of the bid documents for review prior to bidding.

5.3 NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

- A. All Contractors must certify and comply with all applicable requirements of Federal Executive Order No. 11246 as amended and State of Connecticut Executive Orders Three and Seventeen. By submitting its Bid, Bidder agrees and warrants that they will not discriminate, or permit discrimination, against any person or group of persons on the basis of race, color of skin, religion, national origin, sex, sexual orientation or physical disability including, but not limited to, blindness, unless it is shown by said Bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner is prohibited by the laws of the United States or the State of Connecticut; and further agrees to provide, if requested, such information as the Human Rights Commission requires concerning employment practices and procedures of the Bidder.

5.4 MODIFICATION OR WITHDRAWAL OF BID

- A. A bid may NOT be modified, withdrawn or canceled by the Bidder for a period of Sixty (60) days following the time and date designated for the receipt of bids, and each Bidder so agrees in submitting his bid.
- B. Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice TO withdraw shall be in writing over the signature of the Bidder or by telegram or facsimile; if by telegram or facsimile, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.
- C. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

ARTICLE 6 : NOT USED

ARTICLE 7 : BIDDER QUALIFICATIONS

7.0 BIDDER QUALIFICATIONS

- A. BIDDERS MUST submit with their bid, the Contractor's Qualification Questionnaire demonstrating to the Owner's satisfaction that they are qualified; reference (Section 00 45 13).
- B. By submission of a bid proposal the Bidder acknowledges that:
1. Bidder is in receipt of all Bid Documents, including subsequently issued addenda, for the Project at or before the time the Bids Due.
 2. Bidder has not been debarred, or otherwise denied permission, within the past 3 years, to quote or perform State of Connecticut funded projects due to failure to comply with State Regulations or Statutes.
 3. Bidder is a licensed Contractor authorized to do business in Connecticut and holds a current Connecticut Tax Number and be current in its State taxes and local taxes, if any apply, in the City of Meriden at the time of bid.
 4. All Contractors and Subcontractors are currently Pre-qualified by the State of Connecticut (DAS) Department of Administrative Services for work contained in any Bid Package in which the value of work to be contracted is over the threshold of \$500,000.
- C. Bidders MUST include on the Bid Form, a List of their proposed Major Suppliers / (Manufacturers) of Equipment and Materials.
1. All Supplier/Manufacturers are subject to approval by the Owner, Architect and Construction Manager. This approval is also part of the initial determination of the suitability and qualifications of the Bidder as a condition of Contract Award; reference Bid Form.
 2. It is the intent throughout the Specifications that whenever a material or method of some particular manufacturer or process is specified, that that Specification be considered as the standard of quality. The Bid Proposal shall be made in accordance with these Specifications. Equivalent substitutions may be proposed on the basis set forth within the Instruction to Bidders and Contract Documents.
- D. Bidders will be required to establish to the satisfaction of the Construction Manager and the Owner the reliability and responsibility of the persons or (subcontractors) entities proposed to furnish and perform the Work described in the Bidding Documents.
- a. Prior to the award of the Contract, the Architect will notify the Bidder in writing if the Owner, after due investigation, has reasonable objection to any such proposed person

or entity. If the Owner or Construction Manager has reasonable objection to any such proposed person or entity, the Bidder may submit an acceptable substitute person or entity with no adjustment in his bid price. The Owner may, at his discretion, review the proposed substituted person or entity or may disqualify the Bidder.

- b. Persons and entities proposed by the Bidder and to whom the Owner and the Construction Manager have made no reasonable objection the contractor must use them on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and the Construction Manager.

E. Performance and Payment Bond Requirements.

- a. The successful Bidder shall furnish a Performance Bond and a Labor and Material Payment Bond each in the amount of 100% of the Contract price payable to the Owner for the full performance of the Contract and for the payment of all obligations arising there under AIA Document 312, 1984 Edition, in a form satisfactory to the Owner; reference (Section 00 61 13) – for all awards over \$100,000.00.
- b. The cost of these Performance Bond and Payment Bonds is to be paid by the Contractor and the cost of shall be included in the Bid Proposal and Alternates Prices.
- c. Bidder shall deliver the required bonds to the Owner within ten (10) days after the award of Contract and not later than the date of the execution of the Contract, of if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall. Prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- d. Bidder shall deliver proof of Insurance to the Owner within ten (10) days after the award of Contract. If Insurance is not received within the ten (10) days the Owner reserves the right to award to the next low bidder.

ARTICLE 8: CONSIDERATION OF BIDS

8.0 OPENING OF BIDS

- A. Only properly identified Bids, received on time, will be opened publicly.

8.1 REJECTION OF BIDS

- A. The Owner shall have the right to reject any or all Bids and to reject a Bid not accompanied by any required bid security or by other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

8.2 ACCEPTANCE OF BID (AWARD)

- A. It is the intent of the Owner, to award a Contract to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the budget. The Owner shall reserve the unrestricted right to waive any technical defect, irregularity, formalities or informality in any Bid or Bids received; to reject any or all bids; and to accept the Bid that in its judgment will be in the best interest of the City of Meriden.
- B. In the event that only one bid for a unit is received a cost analysis may be made before the award of the Contract. The single bidder may be required to provide additional information and data sufficient to allow the owner to be able to perform a proper analysis.
- C. As a part of the Award process, the Owner may interview more than the Apparent Low Bidder to determine the ability of the Bidders to meet the Project's Schedule and Quality Requirements.
- D. The Owner shall award the project on the basis of the Base Bid and those selected Alternates as determined by the Owner, predicated the amount does not exceed the funds available. Should the bid amounts exceed the budget, the Owner shall reserve the unrestricted right to rebid the project in part or in whole.
- E. All unit prices are to be held by vendor for a minimum of 60 days from date of purchase order.

8.3 REFERENCE CHECKS

- A. By bidding on this Contract the Contractor agrees that any or all of its past clients may be contacted by The City of Meriden or the Construction Manager. The Contractor bidding on this Contract also agrees to release and discharge, by bidding on this Contract, for the Contractor itself, its heirs, executors, administrators and assigns, release acquit and forever discharge the City of Meriden, the Meriden Public Schools, its Board of Education, the Construction Manager, the Architect and all employees and any or all other persons, firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by the City of Meriden or Construction Manager to obtain an opinion regarding any work performed by the Contractor. The above release shall also include and apply to any former client contacted.

ARTICLE 9: SUCCESSFUL BIDDER'S SCOPE OF SUPPLY

- 9.0 The successful bidder, also referred to as vendor/contractor, shall, if provided an Owner written notice of lowest responsible bidder status and upon joint execution of a formal written contract

or purchase order:

(a) Deliver to a specified indoor location at Francis T. Maloney High School acceptable to the Owner. Tailgate delivery shall not be permitted.

(b) Uncrate, unpack or otherwise remove from all shipping containers, pallets, etc. outside of the facility.

(c) Provide all required labor and tools for, and fully assemble all furniture and equipment per manufacturer recommendations and instructions.

(d) Move and position all furniture and equipment to locations set forth in the "Furniture Plan" drawings.

(e) Perform utility connections and hookups where required. This includes all items that require hook-ups such as dishwashers, stoves, flags, maps, gymnasium Equipment.

(f) Remove & dispose, off-site all crates, packing materials, shipping containers, pallets, etc. from Frank T. Maloney High School property and dispose of said items in a proper and acceptable manner. On-site disposal of refuse is not permitted.

(g) Confirm delivery schedule with Arcadis, att: Peter Filanda, (860)510-6674.

9.1 The above tasks are collectively referred to in the Contract Documents and herein as the "delivery".

9.2 The Bidder must hold insurance for all awarded items until product approval sign off.

ARTICLE 10: CONTRACT DOCUMENTS

10.1 A Contract, if awarded, shall include without limitation the Invitation to Bid, Quotation / Bid Proposal Form- Movable Equipment or Quotation / Bid Proposal Form- Technology , any addenda, the Contractor's Qualification Statement, Bid Specifications, Drawings, Quantity/Specification Matrix and Location Requirements, Bonds, & Insurance (collectively the "Contract Documents").

10.2 The Contract Documents are to be considered as one, and whatever is called for by one shall be as binding as if called for by all. Any discrepancies or questions as to quantities of any items listed in the Specifications and/or shown on the Drawings shall be immediately brought to the attention of the Architect for correction. Any such discrepancies, not corrected by Addenda, shall be resolved on the basis of furnishing the greater quantity and/or quality without change in contract price.

10.3 Successful bidders must adhere to the Site Specific Safety Plan included in the Contract

ARTICLE 11: AGREEMENT BETWEEN OWNER AND CONTRACTOR

11.0 AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. Form of Agreement for the Work between Owner and Contractor will be written in the form as included in the Contract Documents, reference purchase order will awarded.
- B. Simultaneously with the delivery of an executed Contract, a successful Bidder shall deliver copies of Certificates of Insurance for insurance in the amounts specified in the General Conditions.
- C. The Contract is partially funded by State of Connecticut grant programs. The bidder is advised that such funding programs may include contractual provisions binding on Contractors and which may, for example, require signatures, audits or certifications concerning work performed or payments made.
- D. Financial approval and Owner's Notice to Proceed, if for any reason, the Owner does not obtain proper financing or approval from any governing body or agency to proceed with this Project and, as a result, does not issue to the Construction Manager a Notice to Proceed within the time limit defined on the Bid Form, the Owner shall not be under any obligation to award Contracts for the Work and all parties, including Bidders, shall have no liabilities or obligations with respect to the other.
- E. The Contractor shall protect and secure its materials and equipment against loss, including theft. The Construction Manager will not accept any claim for alleged theft. Contractor will protect its work from damage until its work is complete and accepted for the entire Project.
- F. The Work shall be started on the date set forth in the Notice to Proceed or executed Contract Agreement and shall be completed in the time stated, if any, or as in the bid documents.
- G. In accepting the Proposal, the Owner may reject any, some or all UNIT PRICES quoted by the successful Bidder. All Unit Prices accepted by Owner shall remain binding and irrevocable for entire period of Contract, irrespective of actual amounts of work ordered under such Unit Prices. Rejected unit prices will be negotiated between the Owner and the successful Contractor. The Schedule of UNIT PRICES submitted in the Bidder's Proposal as adjusted and accepted by the Owner will be used as the basis for computing "additions to" or "deductions from" the Contract Price for "Extra Work" and for Work countermanded, reduced or omitted, or awarded as separate Contracts, as may subsequently be provided for in the Contract Agreement.
- H. The Project is Exempt from Connecticut Sales, Service and Use Taxes to the extent provided by Connecticut law. The Contractor will be responsible for taxes on items not incorporated into the project, such as small tools and rental equipment.

- I. Five percent (5%) retainage will be withheld by Owner. Retainage will be withheld until occupancy and acceptance of project and satisfactory completion of Contractor's work including all punch list items and submission of all required closeout, record documents, warranties and guarantees. On a selected basis the Architect can recommend to the Owner and a partial reduction in retainage prior to Substantial Completion of the entire project. This reduction is neither obligatory nor automatic and will only be considered on an individual contract basis, subject to various requirements including, but not limited to, completion of all Contractor's work and also Consent of Surety, and is within the Owner's sole discretion, based on the Architect's recommendations.
- J. The project is owned by The City of Meriden and is being constructed on Municipal Property, owned by the Meriden Public Schools, and is thus exempt from Liens. A properly executed Partial Waiver of Claims will be required to be submitted with each Application for Payment.
- K. All Contractors are responsible for the safety of their own employees and they must not allow unsafe work areas whether caused by their own operations or the operations of others. Contractors are required to have their own safety program in effect that promotes safety awareness among its employees.
- L. All Contractors are to comply with State of Connecticut General Statutes concerning OSHA 10 Safety Training for all their employees who perform manual labor on the job site. This does not apply to delivery truck drivers who stay in the cab of their truck and do not perform manual labor on the jobsite. Certifications of OSHA 10 Training are to be provided to the Construction Manager as required by Statute.
- M. Contractor's Superintendents and Foreman must have complete knowledge of the scope of the work, be able to read blueprints, be able to coordinate and communicate effectively with other trades, be able to plan Contractor's work schedule and have thorough knowledge of the latest applicable OSHA standards. No illegal drugs are allowed on the Site nor are spirits or intoxicating materials. Possession shall be the basis for immediate termination of the person in possession of same.
- N. Other permits, licenses and inspections required by the State of Connecticut or other utilities or regulatory agencies will be obtained and paid for by the Contractor and the cost of same is to be included in its bid. Applications for permits must be reviewed by Architect prior to submission to governing authority. A copy of Contractor's permit applications shall be furnished promptly to Construction Manager prior to start of work. Contractor shall then promptly furnish copies of actual permits to Construction Manager.

ARTICLE 12: PREORDERING MEETING, INSPECTION AND EXAMINATION OF THE SITE

- 12.1 Before ordering any furniture and/or equipment, the successful bidder shall meet with the Owner's Representative to review bid submittal and to verify all dimensions of any and all existing conditions. Coordination of a site visit is to be with the Architect, Fletcher Thompson

Inc, Attn: Kate Ryan; 203-225-6583. The bidder shall be solely responsible for the accuracy of field dimensions. Any differences found shall be submitted to Owner for review and approval before proceeding. No extra compensation will be permitted because of differences between actual dimensions and measurements indicated on the Contract Documents. Successful bidder is to also coordinate deliveries and installation with owner's on-site representative, Arcadis, Peter Filanda, (860) 510-6674.

ARTICLE 13: FIELD DIMENSIONS AND PRODUCT HANDLING

- 13.1 The successful bidder is required to uncrate furniture and equipment outside the school building. Removal of packaging and packing materials will be permitted to the extent necessary to protect the furniture and equipment. It will be the successful bidder's responsibility to provide temporary protection facilities in case of inclement weather during furniture or equipment packing material removal.
- 13.2 The successful bidder is responsible for details and dimensions not controlled by job conditions. All required field dimensions beyond his control should be communicated to the Architect in writing through either Shop Drawings or other method. The successful bidder shall cooperate to establish and maintain these field dimensions.
- 13.3 Each sheet of Shop Drawings or Product Data shall identify the Project, Supplier and Fabricator or Manufacturer and the date of the Drawing. All Shop Drawings shall be numbered in consecutive sequence and each sheet shall indicate the total number of sheets in a set. Shop Drawings are to be sent to Kate Ryan via email at kryan@ftae.com.
- 13.4 The Product Data which consists of manufacturer's or fabricator's pre-printed product literature and data sheets and which are usually transmitted in booklet or brochure form, shall be submitted in unbound indexed brochures, grouped together only by spring clips. No product data may be submitted in a format larger than 11" x 17". Two sets of the product data shall be submitted to the Architect to allow for distribution by the Architect. Send Product Data to Kate Ryan via email at kryan@ftae.com.
- 13.5 Any furniture and/or equipment not scheduled or approved by the Architect, and any tailgate deliveries to the site shall be rejected and the cost of all expenses connected with such rejections shall be the sole responsibility of the successful bidder.
- 13.6 The successful bidder shall take all required precautions to protect furniture and equipment against damage, theft and deterioration on the site and shall respect the work of others. Any damage incurred to the work of others shall be promptly repaired or replaced at the expense of the successful bidder. All items shall be left in the proper location within the building and completely assembled, polished, cleaned, and in proper operating condition, inclusive of all required utility connections and hookups.
- 13.7 Storage of Furniture, and/or Equipment prior to installation is the sole responsibility of the vendor. On-site storage is not permitted.

- 13.8 All items specified herein shall be delivered in an undamaged condition as packaged by the manufacturer, with the manufacturer's seal and label intact.
- 13.9 Assembly of Furniture, and/or Equipment shall take place in a staging area and shall properly protect all finished construction including, but not limited to floors, walls, ceilings and devices from damage. Coordination of these spaces is to be through the Architect and Owner's Representative.

ARTICLE 14: PRODUCTS, MATERIALS AND SUBSTITUTIONS

- 14.1 All materials furnished shall be provided by a manufacturer regularly engaged in the manufacture or production of these products.
- 14.2 Materials shall conform to all applicable and current specific local, state and federal regulatory safety codes and Specifications.
- 14.3 The words "or equal" are understood to mean the following:
- a. The specified materials, products, and equipment described in the bidding documents establish a standard of required function, dimension appearance and quality required, whether or not the words "or approved equal" are used in order to be met by substitution. These materials shall serve as standards and all bids shall be based upon the same.
 - b. Where the phrase "or equal as approved by owner," occurs in the Contract Documents, the material or method must be so approved for this Work by the Owner.
 - c. The decisions of the Owner shall be final.
- 14.5 Only Items that are eligible for Substitution- items which only list one manufacturer as the basis of design may be considered. In order to be accepted Bidder must provide adequate information on the proposed substitution, such as pictures, specifications and any other information on the proposed product to the architect with the enclosed "Substitution Request Form" via a neatly compiled PDF. Send information to Kate Ryan, Fletcher-Thompson, Inc., Architects/Engineers, kryan@ftae.com ten (10 days prior to Bid Due Date.
- 14.6 Substitutions shall be clearly noted on the bid form summary of unit prices by the specified name struck out and the name of the substitute manufacturer written in and check box clearly noted.
- 14.7 The opportunity to propose substituted products shall not be construed as the Owner's acceptance of such products. Acceptance/rejection will be based on comparison of the proposed product with the named manufacturer in terms of design intent, materials, quality of construction, colors/materials, dimensions, availability, etc. Acceptance will require equality with the named manufacturer; similarity will not be sufficient.

- 14.8 This successful bidder shall furnish for approval, as required by the Architect, all samples of construction, finish and colors. Items shall be offered in colors or combinations of colors. All items shall be furnished in accordance with such approved samples. Written approval of finishes must be obtained from the Owner.
- 14.9 The intent of the Contract Documents is to insure the installation of a quality of furniture and/or equipment as listed. The Owner and Architect will be the judge as to the acceptability of any other than that specified.
- 14.10 The burden of proof of the merit of the proposed substitute is upon the contractor who proposed the change. The Architect will have five (5) days prior to the Bid Due Date to respond to the Contractor of the Owner's decision, in consultation with the Architect, of approval or disapproval of the proposed substitution. If Approved the approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 14.11 No substitutions will be considered after the Contract award, unless specifically provided in the Contract Documents.

ARTICLE 15: INSTALLATION AND ASSEMBLY

- 15.1 The successful bidder(s) shall coordinate delivery with Peter Filanda, peter.filanda@arcadis-us.com or Kate Ryan, kryan@ftae.com. The successful bidder(s) shall notify the Owner and Architect in writing of the items ready and scheduled for shipment minimum 48 hours prior to delivery.
- 15.2 The Architect may, at his discretion, elect to inspect the completed items at a mutually agreed location and approve or disapprove them for shipment at site.
- 15.3 Approval for shipment by the Architect shall in no way relieve the Supplier of any responsibility outlined in the Contract Documents.
- 15.4 Areas to receive furniture and/or equipment shall be examined and the delivery shall not occur until any defects affecting its installation have been corrected.
- 15.5 Delivery shall not occur until Work of other trades, affecting furniture and/or equipment installation, has been completed.
- 15.6 Furniture and/or Equipment shall be provided where indicated on the drawings, complete in accordance with the specifications and details.
- 15.7 All furniture and/or equipment shall be installed as indicated on the Drawings, including specified heights for adjustable table and chair legs.

- 15.8 All delivery shall be performed in a workman like manner with skilled labor in accordance with manufacturer's instructions.
- 15.9 The successful bidder shall be required to demonstrate his equipment furnished at a time and a place scheduled through the Owner.
- 15.10 It shall be the responsibility of the successful bidder to properly level all furniture equipped with leveling devices for the location designated by the floor plan and location requirements.
- 15.11 Successful bidder must conform to the Gilbane Company site specific safety plan section 007319, herein attached.

ARTICLE 16: CLEANING, MAINTENANCE AND ACCEPTANCE

- 16.1 All wrapping, scrap and debris resulting from this work shall be removed from the premises by the vendor. The successful vendor shall then carefully and thoroughly clean to Owner's approval.
- 16.2 The successful vendor shall be responsible for furnishing the services of a competent representative to demonstrate and instruct the Owner's representative of the proper operating and maintenance procedures.
- 16.3 Provide, three bound copies of an operation handbook or brochure that includes replacement parts list, operational instructions, and maintenance or service data on each item to the Program Manager prior to closeout.
- 16.4 Final review for written acceptance of the delivery will only be given once the architect has received a written request by the successful bidder to the Architect stating bidder's completion of its work in compliance with the Contract Documents.
- 16.5 All spare parts and components shall be carefully packaged, marked and delivered to the Owner's on-site representative.

ARTICLE 17: CORRECTIONS AND GUARANTEES

- 17.1 All work and equipment and any items found not in conformance with the Contract Documents shall be repaired or replaced promptly without additional charge.
- 17.2 Defective or rejected equipment shall be temporarily repaired by the successful bidder to permit use until suitable replacement is replaced.
- 17.3 All products shall be guaranteed, for a period of one (1) year from date of acceptance by The City of Meriden unless otherwise stated. In the case that the manufacturer's standard warranty is different from that of the bidder, the greater shall apply.

- 17.4 Warranty(s) shall be submitted in writing with the Bid response and shall cover both material and installation.

ARTICLE 18: CODE REQUIREMENTS

- 18.1 In order to meet the needs of persons with disabilities, when applicable all items shall comply with the current Connecticut Basic Building Code including ICC/ANSI A117.1-1998, Section 504 Rehabilitation Act 1973 including the Uniform Federal Accessibility Standards (UFAS) and 504 Regulations, and the Americans with Disabilities Act Title II including the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and ADA Regulations.
- 18.2 All work shall be in conformance with the OSHA Regulations and Life Safety Code.

ARTICLE 19: SCHEDULE

- 19.1 The Schedule is critical to the project. The project deployment will happen in one phase in August 2015. The work must be complete, installed, and functioning per the following schedule. Please note that dates are subject to change. Successful bidder must comply with adjusted dates.

Deployment	Part	Start	End
Deployment I	Rooms:E119, E105, E129, A105 A106, A109, A104, A110, A116, A120, A121.	December 21, 2015	December 31, 2015
Deployment II	Rooms: C103, C111, C110, C109 C108, C104, C105, C106, C101, C102	May 2, 2016	May 13, 2016

- 19.2 All work must be conducted during normal business hours – 7:00 am – 3:30 pm Monday-Friday except Holidays. If work is to be performed outside normal business hours, vendor/contractor is to coordinate with Construction Manager. Costs of all expenses connected with failure to coordinate deliveries and work hours shall be the sole responsibility of the successful bidder.
- 19.3 All premium costs required by the bidder to perform the work that is required during the non-school hours and/or to comply with the completion dates on the construction schedule are to be included in the bidder's base bid. Additional bidders' costs related to the use of overtime or additional personnel necessary to complete the work within the stated time completion will not be considered after the award of Contract.

- 19.4 An elevator might be available for use. Elevator cab walls, frame, flooring, and controls shall be protected from damage and abuse. Contractor will be responsible of any damage to the elevator cab or the elevator itself as a result of overloading the elevator. Coordinate with Construction Manager.

ARTICLE 20: LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON SCHEDULE

- 20.1 The Owner and the Vendor/Contractor agree that time is of the essence to the Contract Documents and all obligations there under. The Vendor/Contractor acknowledges and agrees that the Owner will sustain extensive damage and serious loss as a result of the Vendor/Contractor's failure to meet the time schedule established herein. The exact amount of such damages and loss will be extremely difficult to ascertain. Therefore, the Owner and the Vendor/Contractor agree that in the event the Vendor/Contractor fails to meet the time schedule set forth in the Contract Documents, the Owner shall be entitled to retain or recover from the Vendor/Contractor, as liquidated damages and not as a penalty the per diem amounts set forth in this document. It is expressly agreed such liquidated damages are a reasonable pre-estimate of damages the Owner will incur as a result of the Vendor/Contractor failing to meet the schedule.
- 20.2 The Vendor/Contractor is responsible for scheduling its labor and material procurement so as to complete its work within the time periods set forth in the Contract Documents. The Vendor/Contractor is also required to perform its work in such a manner so as not to interfere with or prohibit other Vendor/Contractor from completing their work within the time periods set forth in the Contract Documents. In the event the Vendor/Contractor does not complete its work within the time periods specified and/or if in the opinion of the Owner, interferes with other Vendor/Contractors completing their work within the time specified and the completion of the project is thus delayed, the Vendor/Contractor will be assessed Liquidated Damages at the rate of \$250.00 a day for each day completion is delayed. Notwithstanding the foregoing and as consequence of special circumstances reference is made to the Special Instructions for per diem liquidated damage amounts that shall be applicable to specific work tasks. The Owner may deduct liquidated damages not so deducted from any unpaid amounts due the Vendor/Contractor shall be payable to the Owner and the demand of the Owner, together with interest from the date of the demand plus costs including Attorney's Fees if enforcement proceedings are necessary to collect such amounts.

END OF SECTION

BID PROPOSAL**SECTION 00410**

Bid from: _____

(Firm)

To: City of Meriden
Purchasing Officer
ATTN: Wilma Petro
142 East Main Street
Meriden, CT 06450

Re: Bid for
Furniture, Furnishings & Equipment Phase 3A
Francis T. Maloney High School
Meriden, Connecticut
STATE PROJECT NO. 080-0092 RNV/E
CITY PROJECT NO. B016-17

All bids shall include freight and installation as further defined in the Supplementary Instructions to Bidders and the Bid Specifications. We understand that The Francis T. Maloney High School is tax exempt.

The undersigned proposes and agrees to provide Furniture and Equipment for The Francis T. Maloney High School, Meriden, Connecticut, required by and in strict accordance with Project Manual, dated **February 24, 2014**, prepared by Fletcher-Thompson, Inc., and provisions of Drawings enumerated herein for all work; including all addenda issued prior to opening of bids, for the unit prices as follows:

PRICES INCLUDE DELIVERY AND INSTALLATION: _____

BID FORM
PART A: Art Equipment

Quantity	Item Number	Item Name	Unit Price	Total Price	Substitution y/n
24	AR-001	Safety Goggles			
01	AR-002	Glass Kiln			
02	AR-004	Extra Heavy-Duty Service Cart			
30	AR-014	Easel			
01	AR-015	Light Table			
01	AR-018	Mat Cutter			
01	AR-019	Heavy Duty Trimmer			
01	AR-024	Drying Rack			
02	AR-025	Studio Lamp			
01	AR-030	Dry Mount Press			
01	AR-031	Copy Stand			
01	AR-032	Copy Stand Lights			
02	AR-034	Photo Trimmer			
01	AR-037	Slab Roller			
01	AR-038	Pug Mill			
01	AR-042	Kiln Cart			
01	AR-043	Ware Cart			
02	AR-044	Dolly			
06	AR-046	Potter's Wheel			
01	AR-047	Ceramic Kiln			
01	AR-053	Clay Extruder			
20	AR-054	Bench Pin & Anvil			
24	AR-055	Clamp On Stationary Vise			
01	AR-056	Polishing Cabinet			
30	AR-057	Banding Wheel			

BID FORM
PART B: Music Equipment

Quantity	Item Number	Item Name	Unit Price	Total Price	Substitution y/n
02	MS-029	Electric Piano			
01	MS-061	Piano			
01	MS-062	Piano Dolly			
01	MS-063	Arius Digital Upright Piano w/ Bench			
01	MS-064	Grand Piano Humidity Control System			
01	S-012	Damp Cabinet			
01	S-013	Flat File Base			
01	S-014	Flat File Unit			

TOTAL BID AMOUNT FOR ALL ITEMS PROVIDED: _____

(If discrepancy in totals written amount will be used.)

RECEIPT OF ADDENDUM

The lump sum bid indicated on the Quotation/Bid Proposal Form includes all stipulations and requirements of the following Addenda which have been received and accepted. Please fill-in Addendum Number and Date below and include this form with sealed bids.

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Name _____

Signature _____

SIGNATURE

Bidder _____
(Full Legal Name)

By _____
(Authorized Signature)

By _____
(Printed Name and Title)

Address _____

Telephone No. _____

Dated this _____ day of _____ 2015

DOCUMENTATION CHECK LIST:

- ☐ Bid Bond for 10% of the amount bid.
- ☐ Critical Deadline List
- ☐ Addendum Receipt Form
- ☐ Bidders Qualifications and Questionnaire

END OF BID PROPOSAL

SUBSTITUTION REQUEST FORM

This Substitution Request Form must be included for Bid Substitution Requests refer to Supplementary Instructions to Bidders for substitution procedures.

TO: Fletcher Thompson Inc
Attn: Kate Ryan
930 Main Street
Bridgeport, CT 06604

PROJECT: Furniture, Furnishings & Equipment
Francis T. Maloney High School
151 Gravel Street
Meriden, CT
State Project No. 080-0092 RNV/E
Phase 3

A/E PROJECT NO: CT11040 DATE: _____

SPECIFICATION ITEM:

Code	Manufacturer	Style
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Substitution approval is an acceptance of only the manufacturer and product for general conformance with the design concept reflected in the Contract Documents. All substitutions must be reviewed and approved by owner for final acceptance. The A/E has made no attempt to verify specific performance data, or to check the details of the proposed substitution as to special features, capacities, physical dimensions or code and/or regulatory compliance, all of which remain the responsibility of the person/entity submitting the proposed substitution.

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION:

Code	Manufacturer	Style	Unit Cost
Attached data includes product description, specifications, drawings, photographs, finishes, performance and test data, adequate for evaluation of the request; applicable portions of the data are clearly identified.			
Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.			

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on the Drawings.
2. Maintenance and service parts will be **locally** available for the proposed substitution.

The undersigned further certifies that the function, appearance, and quality of the proposed substitution are *equivalent or superior* to the specified item.

The undersigned agrees that, if this page is reproduced, the terms and conditions for substitutions found in the Bidding and Contract Documents apply to this request.

SUBMITTED BY:

Name (Printed)

Signature

Firm Name

Address

City, State, Zip

Date

Telephone

Fax

Contractor (if after award of Contract)

For use by the A/E

☐ Accepted

☐ Not Accepted

☐ Incomplete Information

☐ Accepted as noted

☐ Received too late

Reviewed By

Date

Remark

PART 1 - GENERAL

1.1 CONTRACTOR QUALIFICATIONS

- A. All Bidders are required to include with their bid a completed Contractor Qualification Questionnaire under this section.
 - 1. Any questions regarding this Contractor Qualification Questionnaire may be directed to the Architect; Attention: Kate Ryan, Interior Designer Phone: 203-225-6500.
- B. Each Bidder if required shall demonstrate, to the satisfaction of the Owner, that it is able to post 100% Labor and Material Payment and Performance Bonds satisfactory for the project, and that it possesses the financial, managerial and technical ability, and the integrity necessary to faithfully and efficiently perform the work for which it intends to bid. The Owner reserves the right to require the three apparent low bidders for each bid package to promptly submit a completed Contractors Qualification Statement (AIA Document A-305) demonstrating to the Owner's satisfaction that they are qualified. The Owner also reserves the right to find any Bidder to be non-responsible, non-responsive, conditional or unqualified, notwithstanding the fact that the Bidder may have been previously found to have been qualified. The Owner may make such investigations as it deems necessary to determine the ability, qualifications, integrity and experience of the bidder to perform the work. The bidder shall promptly furnish the Owner all such information for this purpose as the Owner may request.
- C. Bidder shall itemize in writing with its bid its ability to meet rapid and critical schedules on major projects of a size and complexity similar to this project. List at least three examples of such work performed by the Bidder during the past ten (10) years. Bidders shall, in this attachment, detail its ability to obtain material, workers, equipment, supervision and capital to meet such schedules in the past and for this project specifically.
- D. If requested, the Bidder shall be able to furnish references from Contractors, Owners, Architects or Engineers indicating that it has satisfactorily and timely completed work similar to the project being bid.
- E. The Bidder shall demonstrate that it has not been cited for three or more willful or serious violations of any OSHA or of any similar State standard, order or regulations promulgated pursuant to such act, during the 3-year period preceding any bid which is being submitted, which were not abated within the time fixed by citation; unless the citations have been set aside following appeal to the appropriate agency or court having jurisdiction.
- F. The Bidder, or any entity in which it has an interest, shall not have appeared on any list published by the Connecticut State Labor Commission of persons or firms whom it has found to have disregarded their obligations under Connecticut General Statutes Sections 31-53 and 31-76c to employees and subcontractors on public works projects or to have

been barred from federal government contracts in accordance with the provisions of the Davis Bacon Act, 40 U.S.C. 276a-2, if said list has been published less than three years prior to the Award of any Contract to the Bidder.

- G. The Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action involving embezzlement; forgery; bribery; falsification or destruction of records; receipt of stolen property; collusion, antitrust, conspiracy, violation of State Ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work, on public works projects or contracts.
- H. Bidder must describe its ownership, management and corporate (if applicable) structure and status over the past 3 years, noting whether it or any of its principals have filed any Bankruptcy Petitions within that time.
- I. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the Bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based on this disclosure shall lie solely with the Owner, Architect and Construction Manager.
- J. Bidder SHALL NOT have been debarred, or otherwise denied permission, within the past 3 years, to quote or perform State of Connecticut funded projects due to failure to comply with State Regulations or Statutes.
- K. The Bidder shall be a licensed Contractor authorized to do business in Connecticut and both hold a current Connecticut Tax Number and be current in its State taxes and local taxes, if any apply, in the City of Meriden at the time of bid.

PART 2 – MATERIALS

2.1 CONTRACTOR QUALIFICATION QUESTIONNAIRE FORM

- A. A copy of the “Contractor Qualification Questionnaire” is attached.

PART 3 – EXECUTION

3.1 ISSUANCE OF CONTRACTOR QUALIFICATION

- A. Prime Bidders should complete the following “CONTRACTOR QUALIFICATION QUESTIONNAIRE” and include it with each Bid Proposal Form.

END OF SECTION

CONTRACTOR QUALIFICATION QUESTIONNAIRE

All prospective Contractors are required to complete this questionnaire and include it with the Bid Proposal.

The contents of this questionnaire will be considered confidential and used solely to determine Contractor's Qualifications and will not be disclosed to others.

I. General information

- A. Business Name: _____
- B. Address: _____
- C. Telephone Number: _____
Fax Number: _____ Email Address: _____
- D. Contact Name _____ and Title: _____
- E. Applicable Related CSI code(s): _____
- F. Are you listed in Dun & Bradstreet? ☐ NO ☐ YES, If Yes, What is your DUNS Number? _____
- G. Is the Company Operation Union -or- Non-Union -or- both, please indicate here: _____
- H. List Trade: _____

II. Organization

- A. Business type: ☐ Corporation ☐ Partnership ☐ Limited Liability Company ☐ Sole Proprietor ☐ Other (Specify) _____
- B. Date Company Founded: _____ State of Formation: _____
- C. Please indicate the following information about all officers, managers and principals on a separate sheet:
Full name, title, age and length of time in this position
- D. List All other Names the Company has conducted operations under: _____
- E. Is the Company Owned or Controlled by a Parent Company or any other Organization?
☐ NO ☐ YES
If Yes, please describe below:

F. Small Business Concern: ☐ NO ☐ YES

If Yes:

Disadvantaged Owned: _____

Women Owned: _____

Veteran Owned: _____

Service Disabled Veteran Owned: _____

HUB Zone: _____

M/WBE Status: _____

III. Licensing information

A. Provide All Trade and Professional Licenses, if any, held by the Company to perform work /services.

Type & Name of License	State	License number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Has any License ever been Denied -or- Revoked? ☐ NO ☐ YES

If yes, please describe below.

C. Has a Complaint ever been filed with a Contractor's State License Board against the Company within the last 5 years?

☐ NO ☐ YES, If Yes, please explain below briefly the circumstances & current status of complaint:

IV. Work Experience

- A. Please **ATTACH a List of the Major Projects** the Company **has completed in the last three years** showing the project name, location, owner, architect/engineer, general contractor, contract amount and the completion date and contact person with telephone number.

***Include an ATTACHMENT as described above.**

- B. Please **ATTACH a List of at least three (3) Projects during the past ten (10) years** in which the Contractor was able to meet rapid and critical schedules on major projects similar in size and complexity. Provide details of the contractor's ability to obtain material, workers, equipment, supervision and capital to meet such schedules in the past and for this project specifically.

***Include an ATTACHMENT as described above.**

- C. What is the Company's average job size in dollars? _____

- D. What was the largest job the Company ever completed in dollars? In what year? _____

What is the Company backlog in dollars? _____ As of today? _____

As of last financial statement? _____

As of 12 months ago? _____

- E. Has the Company or any other organization with which the officers or owners were involved **during the past three years, ever failed to complete any work awarded or been terminated for cause?**

☐ NO ☐ YES, If yes, please provide a complete explanation.

- F. **Are there any judgments, claims, arbitration proceedings, or suits pending/out-standing against the Company or its officers or principals?** ☐ NO ☐ YES, If yes, please provide a complete explanation.

- G. Has the Company filed any lawsuits or requested arbitration or mediation with regard to construction contracts **within the last three years**? ☐ NO ☐ YES, If yes, please provide a complete disclosure of all past and pending mediation, arbitration and litigation cases that the Bidder or its Principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based on this disclosure shall lie solely with the Owner, Architect and Construction Manager.

***Include an ATTACHMENT as described above.**

- H. Has the Company or any other organization with which the officers or owners were involved **during the past three years, ever been in bankruptcy or a voluntary or involuntary reorganization**?

☐ NO ☐ YES If yes, please provide a complete explanation.

- I. Has the Surety ever finished one of the Company's construction projects?

☐ NO ☐ YES If yes, please provide a complete explanation.

V. Financial information

- A. Please attach your company's most recent financial statement (audited, if available) for the entity that will be signing the contract.

B. Please indicate this year's **estimated** annual sales volume? \$ _____

- C. Please indicate below the annual sales volume for the last three (3) years?

Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____

- D. Please provide the following financial information from the above financial statement:

Working Capital \$ _____ Net Worth \$ _____

Your Current ratio = current assets divided by current liabilities _____

Your Leverage ratio = total liabilities divided by net worth (defined as assets minus liabilities) _____

- E. Please **ATTACH a LIST OF ALL MAJOR PROJECTS** the Company **Currently has in progress** indicate: (project name, location, owner, architect/engineer, general contractor, contract amount, percentage complete and scheduled completion date and contact person with telephone number).

***Include an ATTACHMENT as described above.**

VI. References

- A. Banking reference: _____
- B. Bonding reference:
Bonding agent Name: _____
Bonding agent Contact and Telephone: _____
Bonding agent address: _____
Bonding company: _____
Surety's AM Best Rating: _____
Bonding capacity: single limit \$ _____ total program bonding limit \$ _____

VII. Safety and Health

- A. Please List your Company's Workers Compensation interstate experience modification rate for the **most recent three years** (If available, please attach a copy of your insurance agent's verification letter).

Year _____	Experience Modification Rating _____
Year _____	Experience Modification Rating _____
Year _____	Experience Modification Rating _____

- B. Do you have a full-time safety representative? ☐ NO ☐ YES
- C. Has your firm had any OSHA fines or jobsite fatalities **within the last three years**?
☐ NO ☐ YES If yes, please describe in detail below.

- D. Please **ATTACH** copies of your Company's **OSHA No. 300 Log(s)** for the **most recent three years along with the most current log to date** of this submission.

***Include an ATTACHMENT as described above.**

- E. Please ATTACH copies of your Company's **OSHA Recordable Incident Rate and Lost Workday Incident Rate** for the **most recent three years including current year to date**.

***Include an ATTACHMENT as described above**

VIII. Additional Information

Please **ATTACH** any **additional information** you feel will help us determine your firm's qualifications and expertise, including owner or general contractor references, etc.

***Include an ATTACHMENT as described above.**

I hereby certify that the above information is accurate, correct and true.

Completed by: _____
(Name) (Title)

(Signature) _____ (Date)



**PURCHASING DEPARTMENT
ROOM 210 CITY HALL
142 EAST MAIN STREET
MERIDEN, CONNECTICUT 06450-8022**

**WILMA C. PETRO, CPPB, C.P.M.
PURCHASING OFFICER**

**PHONE: 203-630-4115
FAX: 203-630-3852**

Shall Be Submitted With Bid

NON-COLLUSIVE BID STATEMENT

B016-15 Furniture, Furnishings & Equipment for Francis T. Maloney High School

The undersigned bidder, having fully informed it regarding the accuracy of the statements made herein certifies that,

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, and;
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

Legal Name of Bidder

Business Address

Please print: Name and Title of Person Authorized to Sign

Signature

Date

Phone Number & Ext.

Fax Number

E-mail address



AIA[®] Document A151[™] – 2007

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum

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

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

City of Meriden
142 East Main Street
Meriden, CT 06450

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

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

Renovations and Additions to Francis T. Maloney High School
Francis T. Maloney High School
121 Gravel Street
Meriden, Ct 06451

The project consists of furnishing and installing furniture, fixtures and equipment for a new academic /classroom wing and renovated classroom/academic wings.

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

Fletcher Thompson, Inc.
930 Main Street
Bridgeport, CT 06601-1501
Telephone Number: 203-225-6500

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	ENUMERATION OF CONTRACT DOCUMENTS
6	MISCELLANEOUS PROVISIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Vendor shall fully execute the Work described in the Contract Documents.

§ 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

§ 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 2.2 The Vendor shall complete the Work not later than the following date:

(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)

Portion of Work

Substantial Completion date

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

§ 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms:

(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)

Init.

§ 4.2 PROGRESS PAYMENTS

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.

§ 5.2 The General Conditions are AIA Document A251™–2007, *General Conditions of the Contract for Furniture, Furnishings and Equipment*.

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated , and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

Section	Title	Pages
---------	-------	-------

§ 5.4 The Drawings are enumerated as follows:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 5.5 Addenda, if any, are enumerated as follows:
(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
--------	------	-------

§ 5.6 Other Contract Documents are as follows:
(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

§ 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.

§ 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A251–2007.
(List any required limits for insurance.)

Init.

Type of insurance

Limit of liability (\$0.00)

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

OWNER (Signature)

VENDOR (Signature)

(Printed name and title)

(Printed name and title)



AIA[®] Document A251[™] – 2007

General Conditions of the Contract for Furniture, Furnishings and Equipment

for the following PROJECT:

(Name, location, and brief description)

Renovations and Additions to Francis T. Maloney High School
Francis T. Maloney High School
121 Gravel Street
Meriden, Ct 06451

THE OWNER:

(Name, legal status, address and other information)

City of Meriden
142 East Main Street
Meriden, CT 06450

THE ARCHITECT:

(Name, legal status, address and other information)

Fletcher-Thompson, Inc.
930 Main Street
Bridgeport, CT 06604
Telephone Number: 203-225-6500
Fax Number: 203-225-6800

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	VENDOR
4	TITLE AND RISK OF LOSS
5	DELIVERY AND INSTALLATION
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7	WARRANTIES
8	PAYMENT
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10	RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
11	TIME

Init.

- 12 PROTECTION OF PERSONS AND PROPERTY
- 13 INSURANCE
- 14 MISCELLANEOUS PROVISIONS
- 15 CLAIMS AND DISPUTES

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 Vendor (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. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the request for quotation or the Vendor's quotation.

§ 1.1.2 Modification. A Modification is (1) a written amendment to the Contract signed by both parties or (2) a written order for a minor change in the Work issued by the Architect.

§ 1.1.3 The Contract. The Contract Documents form the Contract for Furniture, Furnishings and Equipment. 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 Architect and the Vendor; (2) between the Owner and a sub-vendor; (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 Vendor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.4 The Work. The term "Work" means the fabrication, shipping, warehousing, delivery, installation and all other labor, materials and activities required of the Vendor. The Work may constitute the whole or a part of the Project with regard to the furniture, furnishings and equipment required by the Contract Documents.

§ 1.1.5 The Project. The Project is the total construction and installation of which the Work performed under the Contract may be the whole or a part. Other vendors and contractors under separate agreements with the Owner may concurrently perform construction or other activities for the Project.

§ 1.1.6 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.

§ 1.1.7 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for furniture, furnishings, equipment, systems, quality and workmanship standards for the Work.

§ 1.1.8 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.

§ 1.2 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 Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Vendor 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 Unless otherwise stated in the Contract Documents, words that have well-known technical or furniture, furnishings and equipment industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in the document or (3) the titles of other documents published by the American Institute of Architects.

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

§ 1.3.1 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 Vendor, sub-vendors and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.3.2 The Vendor, sub-vendors and 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 Vendor, sub-vendors and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.4 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

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 9.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may utilize in the performance of the Work;
- .2 access to the premises for the Vendor at reasonable times;
- .3 suitable space for receipt, inspection, acceptance and staging of materials, furniture, furnishings and equipment;
- .4 temporary utilities and facilities on the premises and vertical transportation necessary for progress and execution of the Work; and
- .5 security normal for the Project premises.

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

ARTICLE 3 VENDOR

§ 3.1 GENERAL

§ 3.1.1 The Vendor 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 term "Vendor" means the Vendor or the Vendor's authorized representative.

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

§ 3.1.3 The Vendor 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 Vendor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND INSPECTION OF PROJECT PREMISES BY VENDOR

§ 3.2.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises or, if the Project premises have not yet been constructed, has reviewed the documents pertaining thereto; has become familiar with local conditions under which the Work is to be performed and information relative to access to and use of the Project premises, as provided by the Owner under Section 2.2; and has correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Vendor shall, before starting each portion of the Work, (1) carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.1; (2) take field measurements of any existing conditions related to that portion of the Work; and (3) observe any conditions of the access route or on the Project premises affecting the Work. These obligations are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, the Vendor shall report promptly to the Architect any errors, inconsistencies or omissions discovered or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review of the Contract Documents is made in the Vendor's capacity as a Vendor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Vendor 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 Vendor shall report promptly to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 3.2.4 In addition to the Vendor's representations under Section 3.2.1, the Vendor shall, prior to shipment, delivery and installation, visit and inspect the Project premises in order to confirm the conditions under which the Work is to be performed; verify the stage of completion of the premises and the Project; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by the Owner and the condition of the premises and separate vendors; and correlate these observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner conditions observed during such inspection or thereafter that would impede the Vendor's performance of the Work.

§ 3.2.5 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 3.2.2, 3.2.3 and 3.2.4, the Vendor shall make Claims as provided in Article 15. If the Vendor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.4, the Vendor shall pay such costs and damages to the Owner as would have been avoided if the Vendor had performed such obligations.

§ 3.3 SUPERVISION OF THE WORK

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

§ 3.3.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors and their agents and employees, and other persons or entities performing or providing portions of the Work to, for or on behalf of, the Vendor or any of its sub-vendors.

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, delivery, 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 into the Work.

§ 3.4.2 The Vendor shall not make substitutions until after evaluation by the Architect and approval by the Owner.

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

§ 3.5 TAXES

The Vendor shall include no amount for State Sales Tax or for Federal Excise Tax on products provided for this Project. The Owner will furnish their tax exemption number.

§ 3.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for 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 as of that date.

§ 3.6.2 The Vendor 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.

§ 3.6.3 If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7 SUPERINTENDENT

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

§ 3.8 VENDOR'S SCHEDULES

§ 3.8.1 The Vendor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Vendor's progress schedule for the Work. The schedule shall not exceed time limits established in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the Project and related Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.8.2 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work, within the Contract Time, including dates for order placement, fabrication, shipping, delivery and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, fabrics and other materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 3.8.3 The Vendor 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 be unreasonably delayed or withheld. The submittal schedule shall 1) be coordinated with the Vendor's progress schedule, and 2) allow the Architect reasonable time to review submittals. If the Vendor fails to submit a submittal schedule, the Vendor shall not be entitled to any increase in Contract Sum or extension of contract completion time based on the time required for review of submittals.

§ 3.8.4 The Vendor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.8.5 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of separate Vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 3.9 DOCUMENTS FOR THE OWNER'S RECORDS

The Vendor shall maintain for the Owner one copy of the Drawings, Specifications, Addenda and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Work, and one copy of approved Shop Drawings, Product Data and similar required submittals. These shall be available to the Architect and shall be delivered to the Owner upon completion of the Work as a record of the Work installed.

§ 3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Vendor or a sub-vendor to illustrate some portion of the Work.

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

§ 3.10.3 Shop Drawings, Product Data and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Vendor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. The Architect may return without action submittals that are not required by the Contract Documents.

§ 3.10.4 The Vendor shall review for compliance with the Contract Documents, and approve and submit to the Architect, Shop Drawings, Product Data 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 submitted 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 vendors.

§ 3.10.5 By submitting Shop Drawings, Product Data and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them, and (2) determined and verified materials, field measurements and field installation 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.

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

§ 3.10.7 The Work shall be in accordance with approved submittals, except that the Vendor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or similar submittals unless the Vendor has specifically informed the Architect 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 Modification to the Contract has been approved authorizing the deviation. The Vendor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data or similar submittals by the Architect's approval.

§ 3.10.8 The Vendor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data 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.

§ 3.10.9 Samples, once approved, constitute an express warranty that the goods will conform to the sample.

§ 3.10.10 When professional certification of performance criteria for furniture, furnishings and equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

§ 3.11 CLEANING UP

§ 3.11.1 The Vendor shall keep the premises and surrounding area free from accumulation of waste materials and other debris created by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials and other debris created by the Vendor's activities, the Vendor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.11.2 If the Vendor fails to clean up as provided in the Contract Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Vendor for the cost thereof.

§ 3.12 INDEMNIFICATION

§ 3.12.1 To the fullest extent permitted by law, the Vendor 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 Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.12.

§ 3.12.2 In claims against any person or entity indemnified under this Section 3.12 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a sub-vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 TITLE AND RISK OF LOSS

§ 4.1 Title to all furniture, furnishings and equipment shall be transferred to the Owner upon acceptance by the Owner pursuant to Section 6.2 or upon payment in full to the Vendor, whichever occurs first.

§ 4.2 The risk of loss, with respect to all furniture, furnishings and equipment provided by the Vendor, shall remain on the Vendor until acceptance by the Owner pursuant to Section 6.2 of the furniture, furnishings and equipment, or designated portion thereof.

§ 4.3 The Owner shall be under no obligation to insure furniture, furnishings or equipment that does not conform to the Contract Documents or that the Owner has rejected. Under such circumstances, the risk of loss shall remain with the Vendor.

ARTICLE 5 DELIVERY AND INSTALLATION

§ 5.1 The Vendor shall make delivery of all furniture, furnishings and equipment in accordance with the Vendor's progress schedule at a time agreed upon by the Owner and Architect.

§ 5.2 The Vendor shall become fully informed of the conditions relating to delivery, installation and labor under which the Vendor's Work will be performed. The Vendor shall employ the labor, and means and methods of carrying out the Vendor's Work as the conditions require.

§ 5.3 Delivery and installation of all furniture, furnishings and equipment shall be made to the location of the Project, as specified in the Contract Documents. Installation of furniture, furnishings and equipment shall include testing as required by the Contract Documents.

§ 5.4 The Vendor shall consult with the Owner to identify a route to be used within the Project premises from the point of initial delivery at the Project premises to the place of final placement or installation. After its selection, the route

shall be made available to the Vendor for delivery of furniture, furnishings and equipment as provided in Section 5.1 and Section 5.2.

§ 5.5 The Vendor shall, within a reasonable time prior to delivery, provide the Owner with delivery schedules, in order to gain access to the building and arrange for the use of elevators and unloading facilities.

§ 5.6 When the Vendor considers installation of all or a designated portion of the furniture, furnishings or equipment required by the Contract Documents to be complete, the Vendor shall advise the Owner and Architect in writing.

5.7 The Vendor shall submit copies of warranties, maintenance and operating manuals within two weeks following installation and prior to submitting Application for Final Payment.

5.8 The Vendor shall not charge the Owner for any shipping, boxing or restocking costs in the event that the items must be returned for any reason. If items must be returned under warranty, the Vendor shall bear cost of boxing and shipping both ways and if necessary, expedited shipment of items that may be required to be replaced immediately.

ARTICLE 6 ACCEPTANCE

§ 6.1 Prior to the tender of delivery by the Vendor, the Owner may conduct a preliminary inspection of the furniture, furnishings and equipment upon delivery for the purpose of verifying the delivery of such furniture, furnishings or equipment, including quantities. Such preliminary inspections shall not constitute acceptance of, taking charge over or control of such furniture, furnishings or equipment. Any defects, damage, deficiencies or nonconformity discovered by the Owner shall be reported to the Vendor.

§ 6.2 Upon completion of installation pursuant to Section 5.6, the Owner, with the assistance of the Architect, shall conduct an acceptance inspection. If the Owner determines that the furniture, furnishings and equipment comply with the requirements of the Contract Documents, the Owner shall notify the Vendor that the furniture, furnishings and equipment have been accepted. If the Owner determines that all or any portion of the furniture, furnishings or equipment do not conform to the requirements of the Contract Documents, the Owner shall reject such nonconforming portion by notifying the Vendor in writing of such rejection.

§ 6.3 If the Owner rejects all or any portion of the delivery, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days after the date of the inspection performed pursuant to Section 6.2. The notice shall include the specific basis for the Owner's rejection.

§ 6.4 If the Owner rejects all or any portion of the delivery, the Owner shall hold the rejected portion for a reasonable time to permit the Vendor to remove it from the Project premises.

§ 6.5 Upon rejection by the Owner, the Vendor shall have 30 days to provide acceptable evidence of arrangements to remedy the basis for rejection. If the Vendor remedies the basis for rejection, the Vendor shall notify the Owner in writing. The Owner shall have an additional period of time to conduct an acceptance inspection of the previously rejected furniture, furnishings or equipment. If the Owner agrees to accept the furniture, furnishings or equipment, the Owner shall so notify the Vendor in writing. If the Owner rejects the tender of such furniture, furnishings or equipment, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days. Such notice shall include the specific basis for rejection. Upon rejection, the Vendor shall remove the rejected furniture, furnishings or equipment from the Project premises.

§ 6.6 If furniture, furnishings or equipment that have been previously accepted are found not to comply with the requirements of the Contract Documents, the Owner shall be entitled to revoke acceptance so long as the Vendor does not suffer actual prejudice by virtue of the Owner's prior acceptance of such furniture, furnishings or equipment. Such revocation of acceptance shall be made by giving prompt notice to the Vendor. In such event, the Vendor shall proceed in accordance with Section 6.5.

§ 6.7 The provisions of this Article 6 do not preclude recovery of damages as provided by law.

ARTICLE 7 WARRANTIES

§ 7.1 The Vendor expressly warrants to the Owner and Architect that the Work complies with the requirements of the Contract Documents. The Vendor further warrants that the Owner shall receive the benefit of standard manufacturer's warranties and guarantees applicable to the Work.

§ 7.2 The Vendor provides to the Owner and Architect all warranties relating to the furniture, furnishings and equipment implied by law, including but not limited to the warranty of merchantability.

§ 7.3 The Vendor acknowledges that no exclusion of or limitation on warranties contained in any proposal, product literature or other submittal shall affect the warranties provided pursuant to Sections 7.1 and 7.2.

7.4 Unless otherwise specified, the Vendor shall warrant (guarantee) all work against defects resulting from the use of material, workmanship, or equipment which is inferior, defective, or not in accordance with the terms of the Contract. This warranty shall be in effect for one year from the date of issuance of the Certificate of Substantial Completion for the Project or designated portions thereof and shall be in addition to, and not substitute for, any other rights of the Owner under Contract Documents or existing law.

ARTICLE 8 PAYMENT

§ 8.1 Before the first application for payment, the Vendor shall submit to the Owner a quotation schedule showing the values allocated to each quotation for portions of the Work. The Vendor's quotation schedule shall be accompanied by a certified statement from the Vendor prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, when approved by the Owner, shall be submitted with each application for payment and shall be used as a basis for reviewing the Vendor's applications for payment.

§ 8.2 When payment is due pursuant to the payment terms of the Agreement, the Vendor shall submit to the Owner an itemized application for payment. Such application shall be notarized, if required by the Contract Documents, and supported by such data substantiating the Vendor's right to payment as the Owner may require, such as copies of bills of lading or requisitions from sub-vendors and equipment suppliers.

8.3 Unless otherwise provided in the Contract Documents, payments shall be made on account of furniture, furnishings and equipment delivered and suitably stored at the Project premises. If approved in advance by the Owner, payment may similarly be made for furniture, furnishings and equipment suitably stored off the premises at a location agreed upon in writing. Payment for items suitably stored off premises may only be made upon receipt of the following from the Vendor with each Application on which such payment is requested:

- a. Submittal of Bills of Sale (up to 85% of Bid Price for each item) in a form suitable to the Owner, and
- b. Vendor shall be responsible for, and pay costs of, the verification and inspection of stored items, and
- c. Vendor shall provide Certificates of Insurance identifying items stored and location of storage, and
- d. Vendor shall provide Bill of Sale transferring title of stored items to the Owner.

8.3.1 Payment for items stored shall not relieve the Vendor of responsibility for furnishing items required for the Work in the same manner as if such payment were not made.

8.4 Retainage shall be a written requirement of the Agreement. Five percent (5%) of the amount due the Vendor will be retained until installation is complete in accordance with the Contract Documents. This retainage shall be in addition to amounts withheld by the Architect for an incomplete Work or any Work deemed to be not in accordance with the Contract Documents.

ARTICLE 9 ARCHITECT

§ 9.1 GENERAL

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.

§ 9.2 ADMINISTRATION OF THE CONTRACT

§ 9.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during performance of the Work until final payment is due. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 9.2.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with such schedules.

§ 9.2.3 The Architect will visit the Project premises at intervals appropriate to the stage of the Vendor's operations, 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 make exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, and sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, since these are solely the Vendor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 9.2.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and 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 Vendor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over, charge of, or responsibility for acts or omissions of the Vendor, sub-vendors, their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.2.5 The Architect has authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the completion time, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Vendor. The Vendor shall carry out such written orders promptly.

§ 9.2.6 Unless otherwise provided, the Architect's authority shall not extend to the receipt, inspection or acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the Project premises and subsequent installation. The Architect is not authorized to reject nonconforming Work, stop the Work or terminate the Contract.

§ 9.2.7 The Architect may recommend to the Owner rejection of Work that does not conform to the Contract Documents. A recommendation by the Architect made in good faith shall not give rise to a duty or responsibility of the Architect to the Owner, Vendor, sub-vendors, their agents or employees, or other persons or entities performing portions of the Work.

ARTICLE 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 10.1 OWNER'S RIGHT TO PERFORM RELATED ACTIVITIES AND TO AWARD SEPARATE CONTRACTS

§ 10.1.1 The Owner reserves the right to perform activities 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 activities at the Project premises. If the Vendor claims that such action by the Owner involves delay or additional cost, the Vendor shall make such Claim as provided in Article 15.

§ 10.1.2 When separate contracts are awarded for different portions of the Project or other activities at the Project premises, the term "Vendor" in the Contract Documents in each case shall mean the vendor who executes each separate Owner-Vendor Agreement.

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

§ 10.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs activities 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 Vendor under the Contract, including, without excluding others, those stated in this Article 10, and in Article 3, Article 12 and Article 13 herein.

§ 10.2 MUTUAL RESPONSIBILITY

§ 10.2.1 The Vendor shall afford the Owner and separate vendors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Vendor's activities with theirs as required by the Contract Documents.

§ 10.2.2 If part of the Vendor's Work depends for proper execution or results upon activities by the Owner or a separate vendor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects resulting from their activities that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report discrepancies or defects reasonably discoverable, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 10.2.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor because of the Vendor's delays, improperly timed activities or other damage to the Work of a separate vendor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities or damage to the Work caused by a separate vendor.

§ 10.2.4 The Vendor shall promptly remedy damage it wrongfully causes to property of the Owner or separate vendors as provided in Section 12.2.4.

§ 10.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Vendor, separate vendors 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, with the Architect's assistance, allocate the cost among those responsible.

ARTICLE 11 TIME

§ 11.1 DEFINITION OF DAY

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

§ 11.2 PROGRESS AND COMPLETION

§ 11.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Vendor confirms that the completion date stated in the Contract Documents provides a reasonable period for performing the Work.

§ 11.2.2 The Vendor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project premises prior to the effective date of insurance required by Article 13 to be furnished by the Vendor and the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 11.2.3 The Vendor shall proceed expeditiously with adequate forces and shall achieve completion by the mutually agreed upon completion date.

§ 11.3 DELAYS AND EXTENSIONS OF TIME

§ 11.3.1 If the Vendor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes which the Architect determines may justify delay, the completion date shall be extended by mutual agreement between the Owner and the Vendor.

§ 11.3.2 CONFORMANCE TO AGREED-UPON SCHEDULES

§ 11.3.2.1 The Owner shall cooperate and coordinate its activities with the agreed-upon critical dates identified in the Vendor's progress schedule provided under Section 3.8.2.

§ 11.3.2.2 The Owner shall be responsible for costs the Vendor incurs, such as demurrage, warehousing, and storage or delivery charges, that are due to the Owner's failure to conform to the mutually agreed-upon progress schedule for the

Work; to the Owner's failure, without justification, to accept delivery or final installation of furniture, furnishings and equipment; or to any other delays for which the Owner is responsible.

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

§ 11.3.4 This Section 11.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 SAFETY PRECAUTIONS AND PROGRAMS

The Vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 12.2 SAFETY OF PERSONS AND PROTECTION OF PROPERTY

§ 12.2.1 The Vendor 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, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto, including property of the Owner, separate vendors or other persons, whether or not completed or installed.

§ 12.2.2 The Vendor 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.

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

§ 12.2.4 The Vendor shall promptly remedy damage and loss to property, other than damage to the Work, caused in whole or in part by the Vendor or anyone directly or indirectly employed by the Vendor, 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 Vendor.

ARTICLE 13 INSURANCE

§ 13.1 VENDOR'S LIABILITY INSURANCE

§ 13.1.1 The Vendor 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 Vendor from claims set forth below which may arise out of or result from the Vendor's operations and completed operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor, by a sub-vendor, 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 which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor'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;
- .8 Claims involving contractual liability insurance applicable to the Vendor's obligations under Section 3.12.1; and
- .9 Claims for products liability and completed-operations insurance.

§ 13.1.2 The insurance required by Section 13.1.1 shall be written for not less than the 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 specified in the Contract Documents.

§ 13.1.3 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 Section 13.1.1 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 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 13.1.2. The Vendor shall provide information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, with reasonable promptness.

13.1.4 City's Insurance Requirements: All insurance coverage shall be provided by the contractor and by or for any of their subcontractors at no additional expense to the City. The scope and limits of insurance coverages specified are the minimum requirements and shall in no way limit or exclude the City from requesting additional limits and coverage provided under the contractor's policies and/or their subcontractors policies. The contractor shall either require each of their subcontractors to produce identical insurance coverage requirements as detailed hereinafter or the contractor shall secure the coverage for all subcontractors under the contractors own policies.

The contractor and/or subcontractor shall be responsible for maintaining the stated insurance coverage in force for the life of the Contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut. (Insurance carriers shall be rated A or higher by Best Co.).

The type and limits of insurance coverage shall not be less than the type of limits designed herein, and the contractor and/or subcontractors agree that the coverage or the acceptance by the City of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the contractor and/or subcontractor to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the contractor and/or subcontractor shall be primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurances held by the City.

The contractor and/or subcontractor shall provide coverages that are not impaired or the aggregate is not impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if depleted below the required levels during the course of the contract and/or extension thereto.

The contractor and/or subcontractor shall not commence work under the terms of this contract until they have obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following pertinent information:

- a. Name of Insurance Carrier writing policy.
- b. Name Insured
- c. Address of named Insured
- d. Description of coverage (Workers' Compensation certificates should be evidence of state(s) of operation including Connecticut.
- e. Policy periods (effective and expiration dates)
- f. Limits of liability and terms
- g. Brief description of operations performed and property covered
- h. Name and address of certificate holder
- i. Authorized agent's name and address
- j. Date and signature of the issuing agent (original only)

- k. All additional named insured endorsement
- l. All cross liability endorsements
- m. All indemnification and hold harmless agreements (must be supported by Contractual Liability Insurance)
- n. 60 day written notice provision of changes or cancellation of policy
- o. A deletion of any disclaimer working relative to providing the holder with notice of cancellation – example: "endeavor to provide notice" or wording to the effect the carrier will not be responsible should notice not be furnished.

Each insurance policy (with the exception of OCP shall contain an endorsement naming the city as an Additional Insured, evidence of a Cross Liability endorsement so that each insureds interests are considered and treated separately in the case of claims between the insureds, and an endorsement providing a 60 day advance notification to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.

The contractor and/or subcontractor shall include a waiver of subrogation rights, on all insurance policies, so that the City of Meriden cannot be sued by the contractor's insurer to recover any payments made on behalf of the contractor and/or subcontractor.

All insurance policies provide by the contractor and/or subcontractors shall include an endorsement indicating that any breach of warranty, by the named insured, will not be imputed to another insured.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the City shall order the cessation of all construction activities until such time as the insurance requirements are compiled with. The contractor shall have no claims or claims whatever against the City, or other parties to the contract.

The contractor and its subcontractors shall indemnify and save harmless the City of Meriden, and all additional named insured and all appointed or elected officers, officials, directors, committee members, employees, volunteer workers, commissioners, and nay affiliated, associated, or allied entities and/or bodies of, or as may be participated in by the City of Meriden, or as may now or hereinafter be constituted or established from and against all claims, damages, and losses and expenses including attorney's fees arising out of or resulting from the performance of the work under this contract, provide that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the contractor, and their subcontractors, anyone directly or indirectly employed by any of them for those acts any of them may be liable.

The contractor and its subcontractors shall, during the execution of the work, take the necessary precautions and place proper guards for the prevention of accidents; shall set up all night suitable and sufficient lights and barricades; shall fully comply with the latest revisions of the Occupational Safety and health Act of 1970 and all other Federal, State and Local Regulation, including any and all amendments, revisions, and additions hereto and shall indemnify and save harmless the City of Meriden and their additional named insured and their employees, officers, agents from any and all claims, suits, actions, fines, fees, damages, and costs to which they may incur by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness, negligence, or carelessness in the execution of the work, or in guarding or protecting the same, or from any improper methods, material, implements or appliances used in execution of the work, or by or on account of any direct or indirect act or omission of the contractor of their subcontractors or their employees or agents.

The contractor shall be responsible for initialing, maintaining, and supervising all safety precautions and programs in connection with the execution of the contract.

The contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: 1) All employees on the work and all other persons who may be affected thereby; 2) all the work and all the materials and equipment to be incorporated therein, whether in storage or in or on the site, under the care, custody, or control of the contractor or any of their subcontractors; and 3) other property at the site for adjacent thereto, including trees, shrubs, lawns, walls, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction.

The contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards promulgating safety regulation and notifying owners and users of adjacent utilities.

The contractor and/or subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders for any public authority bearing on the safety of persons or their protection from damage, injury or loss.

When the use of storage of explosives or other hazardous materials or equipment is necessary for the execution of work, the contractor and/or their subcontractors shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

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

In any emergency affecting the safety of persons or property, the contractor shall act to prevent threatened damage, injury or loss.

The contractor and/or subcontractor and their insurer(s) shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in defense of any suit, action or claim brought against the City. Nothing shall limit the City of Meriden from utilizing the defense of governmental immunity.

13.1.4.1 The contractor and/or subcontractor shall procure and maintain for the life of the contract \$1,000,000.00/\$2,000,000.00 per occurrence aggregate and products and completed operations COMMERCIAL GENERAL LIABILITY COVERAGE, written on an occurrence basis and minimally arrange to include the following coverage.

- a. Premises/Operations
- b. Products – Completed operations
- c. Underground, explosion, and collapse board.
- d. Contractual liability (endorsing and recognizing each contractual hold harmless and indemnification agreement
- e. Independent contractors

13.1.4.2 The contractor and/or subcontractor shall procure and maintain for the life of the contract \$1,000,000.00 BI/PD combined single limit of BUSINESS AUTOMOBILE LIABILITY COVERAGE, written on an occurrence basis and minimally arranged to include the following:

- a. Non-owned automobile including hired car coverage
- b. Liability and physical damage
- c. All owned (private passenger and other than private passenger)
- d. Any automobile
- e. Schedule automobiles

13.1.4.3 The contractor and/or subcontractor shall procure and maintain for the life of the contract \$5,000,000.00 BI/PD combined single limit of UMBRELLA FOR COVERAGE to respond to claims beyond all primary layers of liability insurance. EXCESS COVERAGE may be substituted provided it affords at least the identical coverage as the primary layers and is "following form" or "broader" excess. UMBRELLA FORM or EXCESS COVERAGE shall be written on an occurrence basis with a recommended deductible or retention level not to exceed \$25,000.00. Should the deductible be greater than the recommended \$25,000.00, the contractor and/or subcontractor shall convey to the City their ability to pay for said deductible.

13.1.4.4 The contractor and/or subcontractor shall procure and maintain for the life of the contract WORKERS COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE, designed to indemnify all the contractor's and/or subcontractors employees in the event of occupational injury and/or disease. The coverage shall be minimally provided and arranged in the following State of Connecticut Statutory form, augmented in an amount to satisfy the umbrella and/or following form excess underlying limits.

Init.

Employee's Liability

- a. \$100,000.00 each accident
- b. \$500,000.00 disease policy limit
- c. \$100,000.00 each employee disease

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 GOVERNING LAW

This Agreement shall be considered to be for sale of goods and shall be governed by the Uniform Commercial Code (UCC) as adopted in the place where the Project is located. 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 9.6.

§ 14.2 SUCCESSORS AND ASSIGNS

The Owner and Vendor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. 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.

ARTICLE 15 CLAIMS AND DISPUTES

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

§ 15.1.1 Notice of Claims. Claims by either party must be initiated by written notice to the other party 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.

§ 15.1.2 Continuing Contract Performance. Pending final resolution of a Claim, the Vendor shall proceed diligently with performance of the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.3 Claims for Consequential Damages. The Vendor 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, 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 Vendor 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. Nothing contained in this Section 15.1.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect. An initial recommendation in writing by the Architect, followed by negotiation of the parties, shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Vendor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been made by the Architect.

§ 15.3 MEDIATION

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Section 15.1.3, shall, after recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation or the institution of legal or equitable proceedings by either party.

§ 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 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.

§ 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.

(Paragraphs deleted)

Additions and Deletions Report for **AIA[®] Document A251[™] – 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.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:09:12 on 10/20/2015.

PAGE 1

Renovations and Additions to Francis T. Maloney High School
Francis T. Maloney High School
121 Gravel Street
Meriden, Ct 06451

...

City of Meriden
142 East Main Street
Meriden, CT 06450

...

Fletcher-Thompson, Inc.
930 Main Street
Bridgeport, CT 06604
Telephone Number: 203-225-6500
Fax Number: 203-225-6800

PAGE 5

The Vendor shall pay all required sales, consumer, use and similar taxes for the Work provided by the Vendor, include no amount for State Sales Tax or for Federal Excise Tax on products provided for this Project. The Owner will furnish their tax exemption number.

PAGE 7

§ 5.1 The Vendor shall make delivery of all furniture, furnishings and equipment in accordance with the Vendor's progress schedule ~~or~~ at a time agreed upon by the Owner and Architect.

PAGE 8

§ 5.5 The Vendor shall, within a reasonable time prior to delivery, provide the Owner with ~~schedules for access~~ delivery schedules, in order to gain access to the building and arrange for the use of elevators and unloading facilities.

...

5.7 The Vendor shall submit copies of warranties, maintenance and operating manuals within two weeks following installation and prior to submitting Application for Final Payment.

5.8 The Vendor shall not charge the Owner for any shipping, boxing or restocking costs in the event that the items must be returned for any reason. If items must be returned under warranty, the Vendor shall bear cost of boxing and shipping both ways and if necessary, expedited shipment of items that may be required to be replaced immediately.

PAGE 9

7.4 Unless otherwise specified, the Vendor shall warrant (guarantee) all work against defects resulting from the use of material, workmanship, or equipment which is inferior, defective, or not in accordance with the terms of the Contract. This warranty shall be in effect for one year from the date of issuance of the Certificate of Substantial Completion for the Project or designated portions thereof and shall be in addition to, and not substitute for, any other rights of the Owner under Contract Documents or existing law.

...

8.3 Unless otherwise provided in the Contract Documents, payments shall be made on account of furniture, furnishings and equipment delivered and suitably stored at the Project premises. If approved in advance by the Owner, payment may similarly be made for furniture, furnishings and equipment suitably stored off the premises at a location agreed upon in writing. Payment for items suitably stored off premises may only be made upon receipt of the following from the Vendor with each Application on which such payment is requested:

- a. Submittal of Bills of Sale (up to 85% of Bid Price for each item) in a form suitable to the Owner, and
- b. Vendor shall be responsible for, and pay costs of, the verification and inspection of stored items, and
- c. Vendor shall provide Certificates of Insurance identifying items stored and location of storage, and
- d. Vendor shall provide Bill of Sale transferring title of stored items to the Owner.

8.3.1 Payment for items stored shall not relieve the Vendor of responsibility for furnishing items required for the Work in the same manner as if such payment were not made.

8.4 Retainage shall be a written requirement of the Agreement. Five percent (5%) of the amount due the Vendor will be retained until installation is complete in accordance with the Contract Documents. This retainage shall be in addition to amounts withheld by the Architect for an incomplete Work or any Work deemed to be not in accordance with the Contract Documents.

PAGE 13

13.1.4 City's Insurance Requirements: All insurance coverage shall be provided by the contractor and by or for any of their subcontractors at no additional expense to the City. The scope and limits of insurance coverages specified are the minimum requirements and shall in no way limit or exclude the City from requesting additional limits and coverage provided under the contractor's policies and/or their subcontractors policies. The contractor shall either require each of their subcontractors to produce identical insurance coverage requirements as detailed hereinafter or the contractor shall secure the coverage for all subcontractors under the contractors own policies.

The contractor and/or subcontractor shall be responsible for maintaining the stated insurance coverage in force for the life of the Contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut. (Insurance carriers shall be rated A or higher by Best Co.).

The type and limits of insurance coverage shall not be less than the type of limits designed herein, and the contractor and/or subcontractors agree that the coverage or the acceptance by the City of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the contractor and/or subcontractor to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the contractor and/or subcontractor shall be primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurances held by the City.

The contractor and/or subcontractor shall provide coverages that are not impaired or the aggregate is not impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if depleted below the required levels during the course of the contract and/or extension thereto.

The contractor and/or subcontractor shall not commence work under the terms of this contract until they have obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following pertinent information:

- a. Name of Insurance Carrier writing policy.
- b. Name Insured
- c. Address of named Insured
- d. Description of coverage (Workers' Compensation certificates should be evidence of state(s) of operation including Connecticut.
- e. Policy periods (effective and expiration dates)
- f. Limits of liability and terms
- g. Brief description of operations performed and property covered
- h. Name and address of certificate holder
- i. Authorized agent's name and address
- j. Date and signature of the issuing agent (original only)
- k. All additional named insured endorsement
- l. All cross liability endorsements
- m. All indemnification and hold harmless agreements (must be supported by Contractual Liability Insurance
- n. 60 day written notice provision of changes or cancellation of policy
- o. A deletion of any disclaimer working relative to providing the holder with notice of cancellation – example: "endeavor to provide notice" or wording to the effect the carrier will not be responsible should notice not be furnished.

Each insurance policy (with the exception of OCP shall contain an endorsement naming the city as an Additional Insured, evidence of a Cross Liability endorsement so that each insureds interests are considered and treated separately in the case of claims between the insureds, and an endorsement providing a 60 day advance notification to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.

The contractor and/or subcontractor shall include a waiver of subrogation rights, on all insurance policies, so that the City of Meriden cannot be sued by the contractor's insurer to recover any payments made on behalf of the contractor and/or subcontractor.

All insurance policies provide by the contractor and/or subcontractors shall include an endorsement indicating that any breach of warranty, by the named insured, will not be imputed to another insured.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the City shall order the cessation of all construction activities until such time as the insurance requirements are compiled with. The contractor shall have no claims or claims whatever against the City, or other parties to the contract.

The contractor and its subcontractors shall indemnify and save harmless the City of Meriden, and all additional named insured and all appointed or elected officers, officials, directors, committee members, employees, volunteer workers, commissioners, and nay affiliated, associated, or allied entities and/or bodies of, or as may be participated in by the City of Meriden, or as may now or hereinafter be constituted or established from and against all claims, damaged, and losses and expenses including attorney's fees arising out of or resulting from the performance of the work under this contract, provide that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the contractor, and their subcontractors, anyone directly or indirectly employed by any of them for those acts any of them may be liable.

The contractor and its subcontractors shall, during the execution of the work, take the necessary precautions and place proper guards for the prevention of accidents; shall set up all night suitable and sufficient lights and barricades; shall fully comply with the latest revisions of the Occupational Safety and health Act of 1970 and all other Federal, State and Local Regulation, including any and all amendments, revisions, and additions hereto and shall indemnify and save harmless the City of Meriden and their additional named insured and their employees, officers, agents from any and all claims, suits, actions, fines, fees, damages, and costs to which they may incur by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness, negligence, or carelessness in the execution of the work, or in guarding or protecting the same, or from any improper methods, material, implements or appliances used in execution of the work, or by or on account of any direct or indirect act or omission of the contractor of their subcontractors or their employees or agents.

The contractor shall be responsible for initialing, maintaining, and supervising all safety precautions and programs in connection with the execution of the contract.

The contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: 1) All employees on the work and all other persons who may be affected thereby; 2) all the work and all the materials and equipment to be incorporated therein, whether in storage or in or on the site, under the care, custody, or control of the contractor or any of their subcontractors; and 3) other property at the site for adjacent thereto, including trees, shrubs, lawns, walls, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction.

The contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards promulgating safety regulation and notifying owners and users of adjacent utilities.

The contractor and/or subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders for any public authority bearing on the safety of persons or their protection from damage, injury or loss.

When the use of storage of explosives or other hazardous materials or equipment is necessary for the execution of work, the contractor and/or their subcontractors shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

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

In any emergency affecting the safety of persons or property, the contractor shall act to prevent threatened damage, injury or loss.

The contractor and/or subcontractor and their insurer(s) shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in defense of any suit, action or claim brought against the City. Nothing shall limit the City of Meriden from utilizing the defense of governmental immunity.

13.1.4.1 The contractor and/or subcontractor shall procure and maintain for the life of the contract \$1,000,000.00/\$2,000,000.00 per occurrence aggregate and products and completed operations COMMERCIAL GENERAL LIABILITY COVERAGE, written on an occurrence basis and minimally arrange to include the following coverage.

- a. Premises/Operations
- b. Products – Completed operations
- c. Underground, explosion, and collapse board.
- d. Contractual liability (endorsing and recognizing each contractual hold harmless and indemnification agreement
- e. Independent contractors

13.1.4.2 The contractor and/or subcontractor shall procure and maintain for the life of the contract \$1,000,000.00 BI/PD combined single limit of BUSINESS AUTOMOBILE LIABILITY COVERAGE, written on an occurrence basis and minimally arranged to include the following:

- a. Non-owned automobile including hired car coverage
- b. Liability and physical damage
- c. All owned (private passenger and other than private passenger)
- d. Any automobile
- e. Schedule automobiles

13.1.4.3 The contractor and/or subcontractor shall procure and maintain for the life of the contract \$5,000,000.00 BI/PD combined single limit of UMBRELLA FOR COVERAGE to respond to claims beyond all primary layers of liability insurance. EXCESS COVERAGE may be substituted provided it affords at least the identical coverage as the primary layers and is "following form" or "broader" excess. UMBRELLA FORM or EXCESS COVERAGE shall be written on an occurrence basis with a recommended deductible or retention level not to exceed \$25,000.00. Should the deductible be greater than the recommended \$25,000.00, the contractor and/or subcontractor shall convey to the City their ability to pay for said deductible.

13.1.4.4 The contractor and/or subcontractor shall procure and maintain for the life of the contract WORKERS COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE, designed to indemnify all the contractor's and/or subcontractors employees in the event of occupational injury and/or disease. The coverage shall be minimally provided and arranged in the following State of Connecticut Statutory form, augmented in an amount to satisfy the umbrella and/or following form excess underlying limits.

Employee's Liability

- a. \$100,000.00 each accident
- b. \$500,000.00 disease policy limit
- c. \$100,000.00 each employee disease

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~~§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Section 15.1.3, shall, after recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.~~

~~§ 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 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 a demand for arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

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~~§ 15.4 ARBITRATION~~

~~§ 15.4.1 Any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 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~~

such 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.

~~§ 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 a Claim not described in the written consent.

~~§ 15.4.4.3~~ The Owner and Vendor 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 Vendor 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 15:09:12 on 10/20/2015 under Order No. 7286919213_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A251™ – 2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, 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)



AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

City of Meriden
142 East Main Street
Meriden, CT 06450

CONSTRUCTION CONTRACT

Date: April 04, 2013

Amount: \$

Description:

(Name and location)

Francis T. Maloney High School

121 Gravel Street
Meriden, Ct 06451

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

142 East Main Street
Meriden, CT 06450

ADDITIONS AND DELETIONS:

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Init.



AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

☐ Corporation

☐ Partnership

☐ Individual

☐ Joint Venture

☐ Other

NAME OF PROJECT: *(if applicable)* Francis T. Maloney High School

TYPE OF WORK: *(file separate form for each Classification of Work)*

☐ General Construction

☐ HVAC

☐ Electrical

☐ Plumbing

☐ Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

ADDITIONS AND DELETIONS:

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

ART

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-001



ROOMS: 24 @ A104

ITEM: Safety Goggles

MANUFACTURER: Jackson

MODEL #: Monogoggle XTR 18624

DESCRIPTION: Safety Goggle Anti Fog

IR 5.0 Lens

FINISHES: Black Frame

DIMENSIONS: NA

KNEE SPACE: NA

TOTAL QUANTITY: 24

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-002



ROOMS: 01 @ A104

ITEM: Glass Kiln

MANUFACTURER: Amaco

MODEL #: GSF-045

DESCRIPTION: Portable Glass Kiln with Built In
Stand

FINISHES: NA

DIMENSIONS: 30"W x 22"D x 17"H

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

23-Jan-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-004



ROOMS: 02 @ A104

ITEM: Extra Heavy-Duty Service Cart

MANUFACTURER: Dick Blick

MODEL #: 30228-1005

DESCRIPTION: Tough steel trays have 3" deep
mitered flangs for an 800lb capacity
Trays can be inverted to form a
flat-top work surface.
5" x 1 1/4" wobble-free casters

FINISHES: Coated in rust-resistant, baked,
Bonderized gray enamel finish

DIMENSIONS: 36"L x 24"W x 32"H

KNEE SPACE: NA

TOTAL QUANTITY: 02

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL
CT11040

PROJECT LOCATION:
MERIDEN, CT

SECTION:
12000

DATE:
24-Feb-14

SHEET NO:
PHASE 3

ITEM #

AR-014



ROOMS: 30 @ A110

ITEM: Easel

MANUFACTURER: Dick Blick

MODEL #: #50207-0500

DESCRIPTION: Autolock feature for top of the
 canvas, holds a canvas 21" wide
 and 48" high add extension for larger
 canvas

FINISHES: Aluminum

DIMENSIONS: 69"H (52"H when folded flat)

KNEE SPACE: NA

TOTAL QUANTITY: 30

FLETCHERTHOMPSON
 ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL
 CT11040

PROJECT LOCATION:

MERIDEN, CT

DATE:

24-Feb-14

SECTION:

12000

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-015



ROOMS: 01 @ A105

ITEM: Light Table

MANUFACTURER: Dick Blick

MODEL #: 55324-1005

DESCRIPTION: Gagne Porta-Trace Light Box

FINISHES: Stainless Steel

DIMENSIONS: 24"x36"

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	...	...	...	...
2	...	...	...	...
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AR-018



ROOMS: 01 @ A105

ITEM: Mat Cutter

MANUFACTURER: Dick Blick

MODEL #: 18303-1060

DESCRIPTION: Framer's Edge 660-1 Elite

FINISHES: NA

DIMENSIONS: 60" Length

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

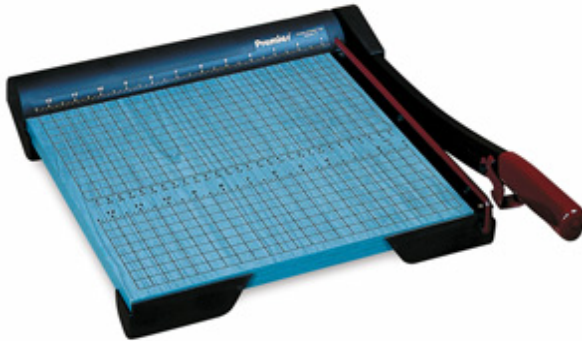
SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-019

**ROOMS:** 01 @ A105**ITEM:** Heavy Duty Trimmer**MANUFACTURER:** Dick Blick**MODEL #:** #57102-1018**DESCRIPTION:** Cut paper, film, fabric, foil, mat board,
etc. Replaceable, self-sharpening,
hardened, tool-steel blades. Lock
to hold handle in place. 20 sheet
capacity, w/ slide guide**FINISHES:** Wooden base**DIMENSIONS:** 20 7/8" x 26 1/2" (18" cut)**KNEE SPACE:** NA**TOTAL QUANTITY:** 01**FLETCHERTHOMPSON**
ELEVATING DESIGN | SHAPING SOLUTIONS**FRANCIS T. MALONEY HIGH SCHOOL**

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

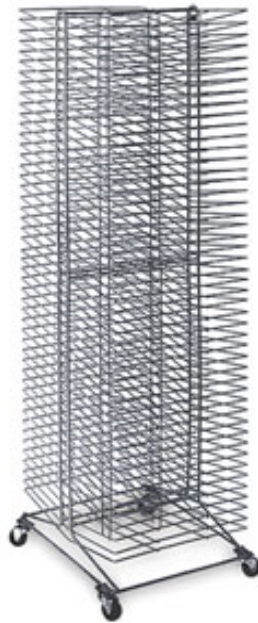
SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
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71	71000	1	71000	71000
72	72000	1	72000	72000
73	73000	1	73000	73000
74	74000	1	74000	74000

AR-024



ROOMS: 01 @ A105

ITEM: Drying Rack

MANUFACTURER: Dick Blick

MODEL #: 51304-1006

DESCRIPTION: 100 Shelves

FINISHES: Steel Wire Shelves

DIMENSIONS: NA

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #
AR-025



ROOMS: 02 @ A105

TOTAL QUANTITY: 02

--

ITEM: Studio Lamp

MANUFACTURER: Dick Blick

MODEL #: 49601-1010

DESCRIPTION: Daylight Artists' Studio Lamp

Sturdy Tripod base & super bright reflector shade

32W Daylight Bulb

Stand: 73"H

FINISHES: Brushed Aluminum

DIMENSIONS: Lamp: 10"W x 12 1/2"D x 12"H

KNEE SPACE: NA

	FRANCIS T. MALONEY HIGH SCHOOL CT11040	PROJECT LOCATION:	DATE:
		MERIDEN, CT	24-Feb-14
		SECTION:	SHEET NO:
		12000	PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-030



ROOMS: 01 @ A110

ITEM: Dry Mount Press

MANUFACTURER: Dick Blick

MODEL #: #23102-0000

DESCRIPTION: Commercial 210M Press

Solid State w/ adjustable temp

150 F - 350 F

Up to 36" wide Piece & any length
in sections

FINISHES: NA

DIMENSIONS: 23"W x 18.5"D

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-031



ROOMS: 01 @ A106

ITEM: Copy Stand

MANUFACTURER: RPS Studio

MODEL #: RS-CS920

DESCRIPTION: Deluxe Copy Stand w/ 36" Column

Accept all Cameras Up To

Medium Format

FINISHES: NA

DIMENSIONS: 18" x 18" Baseboard

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-032



ROOMS: 01 @ A106

ITEM: Copy Stand Lights

MANUFACTURER: RPS Studio

MODEL #: RS-C150

DESCRIPTION: Copy Light Set, Two Copy Lights
w/ Adjustable Arms
can be used w/ AC slave flash

FINISHES: NA

DIMENSIONS: NA

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

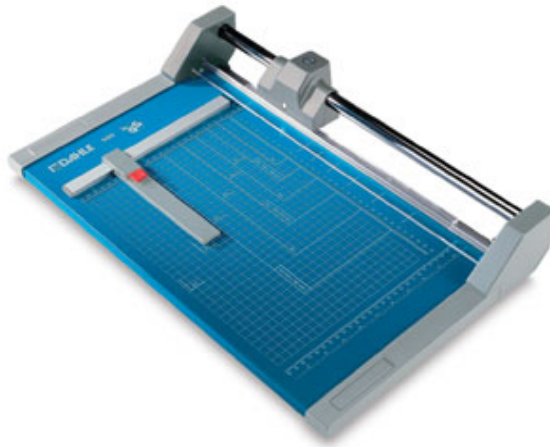
SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-034

**ROOMS:** 01 @ A105 / 01 @ A106**ITEM:** Photo Trimmer**MANUFACTURER:** Dick Blick**MODEL #:** #57104-1026**DESCRIPTION:** Rolling Trimmer - 28.25" Cut

Manufacturer: Dahle

FINISHES: Heavy Gauge Steel Base**DIMENSIONS:** 36"W x 14 1/8"D (28 1/4" cut)**KNEE SPACE:** NA**TOTAL QUANTITY:** 02**FLETCHERTHOMPSON**
ELEVATING DESIGN | SHAPING SOLUTIONS**FRANCIS T. MALONEY HIGH SCHOOL**

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-037



ROOMS: 01 @ A104

ITEM: Slab Roller

MANUFACTURER: Dick Blick

MODEL #: #30249-1022

DESCRIPTION: Minimight II

Slabs up to 22" - Include items:

30249-2022 Slab Sheet

30249-1002 Leg Set

FINISHES: Painted Steel Frame

DIMENSIONS: For Slabs Up To 22"

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-038



ROOMS: 01 @ A104

ITEM: Pug Mill

MANUFACTURER: Dick Blick

MODEL #: #32943-0000

DESCRIPTION: Fast & Easy Clean Up

FINISHES: Heavy Duty Aluminum Body

DIMENSIONS: NA

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

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24-Feb-14

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PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-042



ROOMS: 01 @ A104

ITEM: Kiln Cart

MANUFACTURER: Dick Blick

MODEL #: #30219-1005

DESCRIPTION: Heat Proof

FINISHES: Heavy Gauge Steel

DIMENSIONS: 36"W x 24"D x 32"H

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

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12000

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24-Feb-14

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PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #
AR-043



ROOMS: 02 @ A104

TOTAL QUANTITY: 02

ITEM: Ware Cart

MANUFACTURER: Dick Blick

MODEL #: #30205-1008

DESCRIPTION: 12 Shelves

Include Shelf Set: 30205-1009

FINISHES: Steel Frame

DIMENSIONS: 35"W x 24"D x 72 3/4"H

KNEE SPACE: NA

 ELEVATING DESIGN SHAPING SOLUTIONS	FRANCIS T. MALONEY HIGH SCHOOL CT11040	PROJECT LOCATION:	DATE:
		MERIDEN, CT	24-Feb-14
		SECTION:	SHEET NO:
		12000	PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-044



ROOMS: 01 @ A104

ITEM: Dolly

MANUFACTURER: Akro-Mils

MODEL #: RU843HR-1422

DESCRIPTION: 900 LB. Capacity

13-Gauge Steel Construction

FINISHES: Gray Steel

DIMENSIONS: 16 5/8" x 15 3/4" x 4 1/2"

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

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24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-046



ROOMS: 06 @ A110

ITEM: Potter's Wheel

MANUFACTURER: Dick Blick

MODEL #: #30024-0000

DESCRIPTION: EX Potter's Wheel

1-1/2HP Motor

Include (1) 3005-0200 Leg Ext

FINISHES: NA

DIMENSIONS: NA

KNEE SPACE: NA

TOTAL QUANTITY: 06

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-047

**ROOMS:** 01 @ A104**ITEM:** Ceramic Kiln**MANUFACTURER:** Amaco Excel**MODEL #:** EX-381SF**DESCRIPTION:** Large Size with Select Fire

Computer Control and EZ-Lift lid.

Single Phase 208V

Include FK-1266 Furniture Kit and

Kilnvent Stand

FINISHES: NA**DIMENSIONS:** 40 1/2" x 34" x 36"H**KNEE SPACE:** NA**TOTAL QUANTITY:** 01**FLETCHERTHOMPSON**
ELEVATING DESIGN | SHAPING SOLUTIONS**FRANCIS T. MALONEY HIGH SCHOOL**

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-053



ROOMS: 01 @ A104

ITEM: Clay Extruder

MANUFACTURER: Dick Blick

MODEL #: #30264-1003

DESCRIPTION: Brent Clay Extruder HD

Include Die Set - 30240 - 1020

Wall Mounted - Verify Location

in Field

FINISHES: Black

DIMENSIONS: NA

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-054



ROOMS: 20 @ A110

ITEM: Bench Pin & Anvil

MANUFACTURER: Jewel School

MODEL #: JST509

DESCRIPTION: Bench Pin w/ combination Anvil

FINISHES: NA

DIMENSIONS: NA

KNEE SPACE: NA

TOTAL QUANTITY: 20

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-055



ROOMS: 24 @ A110

ITEM: Clamp-on Stationary Vise

MANUFACTURER: Wilton

MODEL #: 33150

DESCRIPTION: 3" Jaw Width, Opening Capacity Max.
(in.) 2 1/2", Throat Depth (in.) 2 5/8",
Pipe Jaw Capacity (in.) 3/8"

FINISHES: Cast Iron

DIMENSIONS: NA

KNEE SPACE: NA

TOTAL QUANTITY: 24

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

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24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-056



ROOMS: 01 @ A104

ITEM: Polishing Cabinet

MANUFACTURER: Rio Grande

MODEL #: Dura - Bull #336119

DESCRIPTION: Polishing Cabinet w/ Motor.

465 CFM of Air Flow.

FINISHES: 18-Gauge Powder Coated Steel

DIMENSIONS: 30"W x 22"D x 13"H

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

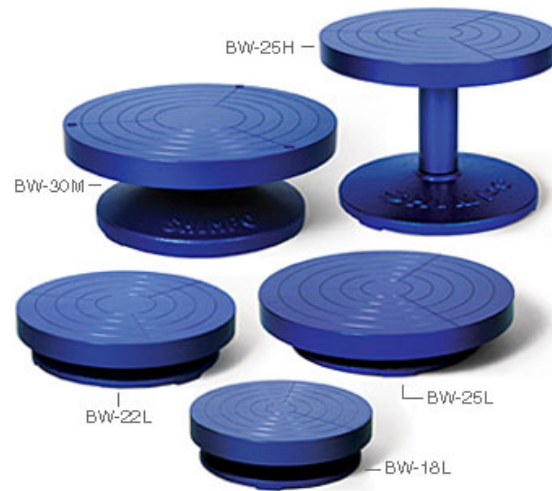
SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

AR-057



ROOMS: 30 @ A104

ITEM: Banding Wheels

MANUFACTURER: Shimpo Ceramics

MODEL #: BW-25L

DESCRIPTION: Use For Decorating, Sculpting,
Carving and Hand Building

FINISHES: Solid Cast Iron

DIMENSIONS: Dia. - 9 7/8" / Height - 2 1/4"

KNEE SPACE: NA

TOTAL QUANTITY: 30

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

MUSIC

(IDS) ITEM DESCRIPTION SHEET

ITEM #

MS-029



ROOMS: 01 @ C101 / 01 @ C103

ITEM: Electric Piano

MANUFACTURER: Yamaha

MODEL #: CP4 Stage

DESCRIPTION: Has the ability to select piano
type

FINISHES: NA

DIMENSIONS: 52.4"W x 13.8"D x 6.3"H

KNEE SPACE: NA

TOTAL QUANTITY: 02

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

#REF!

#REF!

PROJECT LOCATION:

#REF!

SECTION:

12000

DATE:

#REF!

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

MS-061



ROOMS: 01 @ C101

ITEM: Piano

MANUFACTURER: Yamaha

MODEL #: CX Series / C2X

DESCRIPTION: Polished Cabinet

FINISHES: Black

DIMENSIONS: 59"W x 5'-8" D x 40"H

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

FRANCIS T. MALONEY HIGH SCHOOL

CT11040

PROJECT LOCATION:

MERIDEN, CT

SECTION:

12000

DATE:

24-Feb-14

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

MS-062



ROOMS: 01 @ C101

ITEM: Piano Dolly

MANUFACTURER: Jansen

MODEL #: 6543

DESCRIPTION: Goes with MS-061

FINISHES: Black

DIMENSIONS: Fits Grand Pianos 6' to 7'-6"

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

#REF!

#REF!

PROJECT LOCATION:

#REF!

SECTION:

12000

DATE:

#REF!

SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

MS-063



ROOMS: 01 @ C103

ITEM: Arius Digital Upright Piano w/ Bench

MANUFACTURER: Yamaha

MODEL #: YDP-162

DESCRIPTION: Features: Pure CF Sound Engine
Half Damper Pedal Control
Damper Resonance
Acoustic Optimizer Design
Taller Cabinet for Deeper Sound
Comes with Matching Padded Bench

FINISHES: Black Walnut

DIMENSIONS: 53.4"W x 16.6"D x 33.3"H

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

#REF!

#REF!

PROJECT LOCATION:

#REF!

SECTION:

12000

DATE:

#REF!

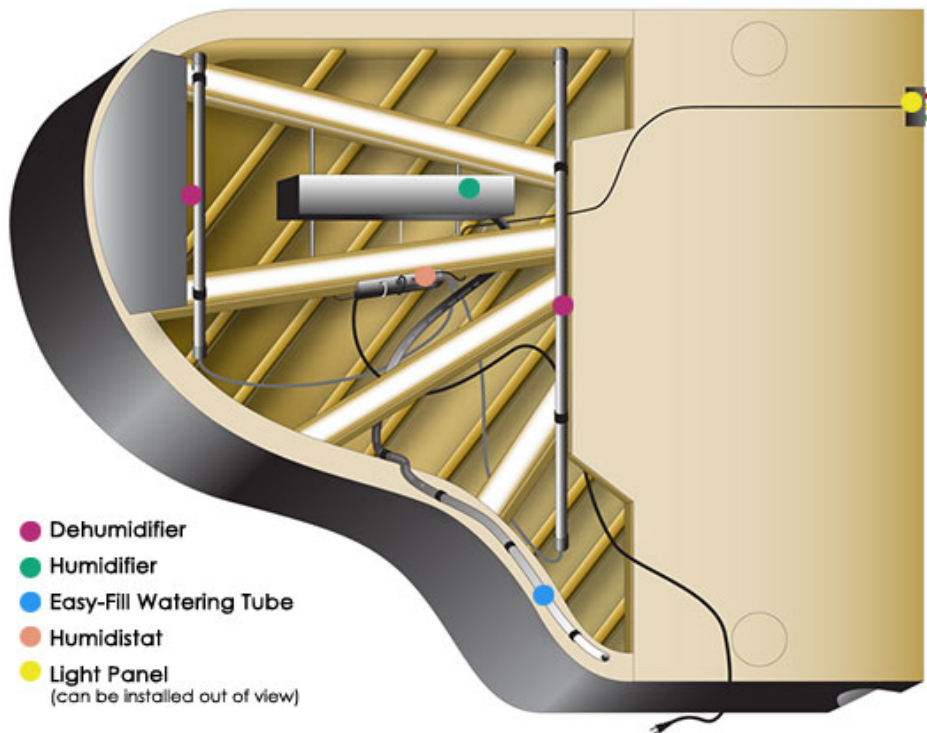
SHEET NO:

PHASE 3

(IDS) ITEM DESCRIPTION SHEET

ITEM #

MS-064



ROOMS: 01 @ C101

ITEM: Piano Humidification System

MANUFACTURER: Damp-Chaser Corp.

MODEL #: Piano Life Saver System

DESCRIPTION: Humidifier / Dehumidifier System

<http://www.pianolifesaver.com>

Goes with MS-061

FINISHES: NA

DIMENSIONS: NA

KNEE SPACE: NA

TOTAL QUANTITY: 01

FLETCHERTHOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

#REF!

#REF!

PROJECT LOCATION:

#REF!

SECTION:

12000

DATE:

#REF!

SHEET NO:

PHASE 3

ROOM INVENTORY LIST

MALONEY HS FF&E - PHASE 3						
PROJECT TITLE: Francis T. Maloney High School			Project No. CT11040			
ROOM	ITEM #	QTY.	ITEM	MANUFACTURER	INELIGIBLE	ELIGIBLE
GROUND LEVEL - AREA A						
A101 CONCESSION						
			<i>No Furniture</i>			
A102 TOILET						
			<i>No Furniture</i>			
A102A TOILET						
			<i>No Furniture</i>			
A104 KILN / STORAGE						
	AR-001	24	Safety Goggles			x
	AR-002	01	Glass Kiln			x
	AR-004	02	Extra Heavy-Duty Service Cart			x
	AR-037	01	Slab Roller			x
	AR-038	01	Pug Mill			x
	AR-042	01	Kiln Cart			x
	AR-043	01	Ware Cart			x
	AR-044	02	Dolly			x
	AR-047	01	Ceramic Kiln			x
	AR-053	01	Clay Extruder			x
	AR-056	01	Polishing Cabinet			x
	AR-057	30	Banding Wheel			x
	S-012	01	Damp Cabinet			x
A105 SCULPTURE & CERAMICS						
	AC-001	01	Pencil Sharpener			x
	AC-002	01	Flag & White Board Bracket			x
	AR-015	01	Light Table			x
	AR-018	01	Mat Cutter			x
	AR-019	01	Heavy Duty Trimmer			x
	AR-024	01	Drying Rack			x
	AR-025	02	Studio Lamp			x

MALONEY HS FF&E - PHASE 3						
PROJECT TITLE: Francis T. Maloney High School			Project No. CT11040			
ROOM	ITEM #	QTY.	ITEM	MANUFACTURER	INELIGIBLE	ELIGIBLE
	AR-034	01	Photo Trimmer			x
	CH-002	01	Teacher Chair			x
	D-001	01	Teacher Desk			x
	F-001	01	Five Drawer Verticle File			x
	S-001	01	Teacher Wardrobe (Classroom)			x
	S-013	01	Flat File Base			x
	S-014	01	Flat File Unit			x
	T-017	08	Art Table			x
	T-024	01	Work Bench			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x
A106 PRINT MAKING / PHOTOGRAPHY						
	AR-031	01	Copy Stand			x
	AR-032	01	Copy Stand Lights			x
	AR-034	01	Photo Trimmer			x
	CH-002	01	Teacher Chair			x
	D-001	01	Teacher Desk			x
	T-017	08	Art Table			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x
A107 TRS						
			<i>No Furniture</i>			
A108 ELEC. ROOM						
			<i>No Furniture</i>			
A109 VIDEO PRODUCTION LAB						
	CH-002	01	Teacher Chair			x
	D-001	01	Teacher Desk			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x

MALONEY HS FF&E - PHASE 3						
PROJECT TITLE: Francis T. Maloney High School			Project No. CT11040			
ROOM	ITEM #	QTY.	ITEM	MANUFACTURER	INELIGIBLE	ELIGIBLE
A110 ART STORAGE						
	AR-014	30	Easel			x
	AR-030	01	Dry Mount Press			x
	AR-046	06	Potter's Wheel			x
	AR-054	20	Bench Pin & Anvil			x
	AR-055	24	Clamp On Stationary Vise			x
	S-007	01	Flammable Storage			x
A111 TOILET						
			<i>No Furniture</i>			
A112 MEN'S						
			<i>No Furniture</i>			
A113 WOMEN'S						
			<i>No Furniture</i>			
A114 SECURE STORAGE						
A115 STEM LAB						
			PHASE 4			x
A116 WOOD SHOP						
	CH-002	01	Teacher Chair			x
	D-001	01	Teacher Desk			x
	T-009	04	Shop Table			x
	T-010	01	ADA Shop Table			x
	VA-039	01	Wood Lathe			x
	VA-040	01	Table Saw			x
	VA-041	01	Bandsaw			x
	VA-042	01	15" Planer			x
	VA-043	01	Floor Drill Press			x
	VA-044	01	20" Variable - Speed Scroll			x
	VA-045	01	Panel Saw			x
	VA-046	01	Extension Kit			x

MALONEY HS FF&E - PHASE 3						
PROJECT TITLE: Francis T. Maloney High School			Project No. CT11040			
ROOM	ITEM #	QTY.	ITEM	MANUFACTURER	INELIGIBLE	ELIGIBLE
	VA-047	01	Router Table			x
	VA-048	01	Miter Saw			x
	VA-049	01	CNC Machine			x
	VA-050	01	CNC Accessories			x
	VA-051	01	8" x 72" Jointer			x
	VA-052	01	24" Drum Sander			x
	VA-053	01	Sander			x
	VA-054	01	12" Disc Sander			x
	VA-055	01	Benchtop Oscillating Sander			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x
A117 ROBOTICS STORAGE						
A118 CORRIDOR						
			<i>No Furniture</i>			
A119 CORRIDOR						
			<i>No Furniture</i>			
A120 COMPUTER DRAFTING						
	AC-001	01	Pencil Sharpener			x
	AC-002	01	Flag & White Board Bracket			x
	CH-002	01	Teacher Chair			x
	D-001	01	Teacher Desk			x
	VA-037	02	Tote Tray & Shelving Storage Cabinet			x
	VA-038	24	Computer Drafting Table			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x
A122 BAND STORAGE						
A123 CORRIDOR						
			<i>No Furniture</i>			
A124 VESTIBULE						

MALONEY HS FF&E - PHASE 3						
PROJECT TITLE:			Francis T. Maloney High School	Project No.	CT11040	
ROOM	ITEM #	QTY.	ITEM	MANUFACTURER	INELIGIBLE	ELIGIBLE
			<i>No Furniture</i>			
GROUND LEVEL - AREA B						
B100 STAGE						
	AC-003	01	USA Flag and Pole			x
	AC-004	01	CT Flag on Pole			x
B100A CATWALK ACCESS						
			<i>No Furniture</i>			
B100B CATWALK ACCESS						
			<i>No Furniture</i>			
B103 AUDITORIUM						
			<i>No Furniture</i>			
B104 VEST.						
			<i>No Furniture</i>			
B105 TICKET BOOTH						
			<i>No Furniture</i>			
B109 VESTIBULE						
			<i>No Furniture</i>			
B110 PASSAGE						
			<i>No Furniture</i>			
B118 VESTIBULE						
			<i>No Furniture</i>			
B119 VESTIBULE						
			<i>No Furniture</i>			
B120 CONTROL AREA						
			<i>No Furniture</i>			
GROUND LEVEL - AREA C						
C101 CHORAL						
	AC-001	01	Pencil Sharpener			x
	AC-002	01	Flag & White Board Bracket			x

MALONEY HS FF&E - PHASE 3						
PROJECT TITLE: Francis T. Maloney High School			Project No. CT11040			
ROOM	ITEM #	QTY.	ITEM	MANUFACTURER	INELIGIBLE	ELIGIBLE
	MS-029	01	Electric Piano			x
	MS-061	01	Piano			x
	MS-062	01	Piano Dolly			x
	MS-064	01	Grand Piano Humidity Control System			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x
C101B STORAGE						
			<i>No Furniture</i>			x
C102 MUSIC TECHNOLOGY CLASSROOM						
	AC-001	01	Pencil Sharpener			x
	AC-002	01	Flag & White Board Bracket			x
	CH-002	01	Teacher Chair			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x
C103 BAND						
	AC-001	01	Pencil Sharpener			x
	AC-002	01	Flag & White Board Bracket			x
	MS-029	01	Electric Piano			x
	MS-063	01	Arius Digital Upright Piano w/ Bench			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x
C104 BAND OFFICE						
	CH-002	01	Private Office Desk Chair			x
	CH-005	01	Guest Stacker			x
	D-004	01	Small Office Desk			x
	F-001	01	Five Drawer Vertical File			x
	S-004	01	Bookcase			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x

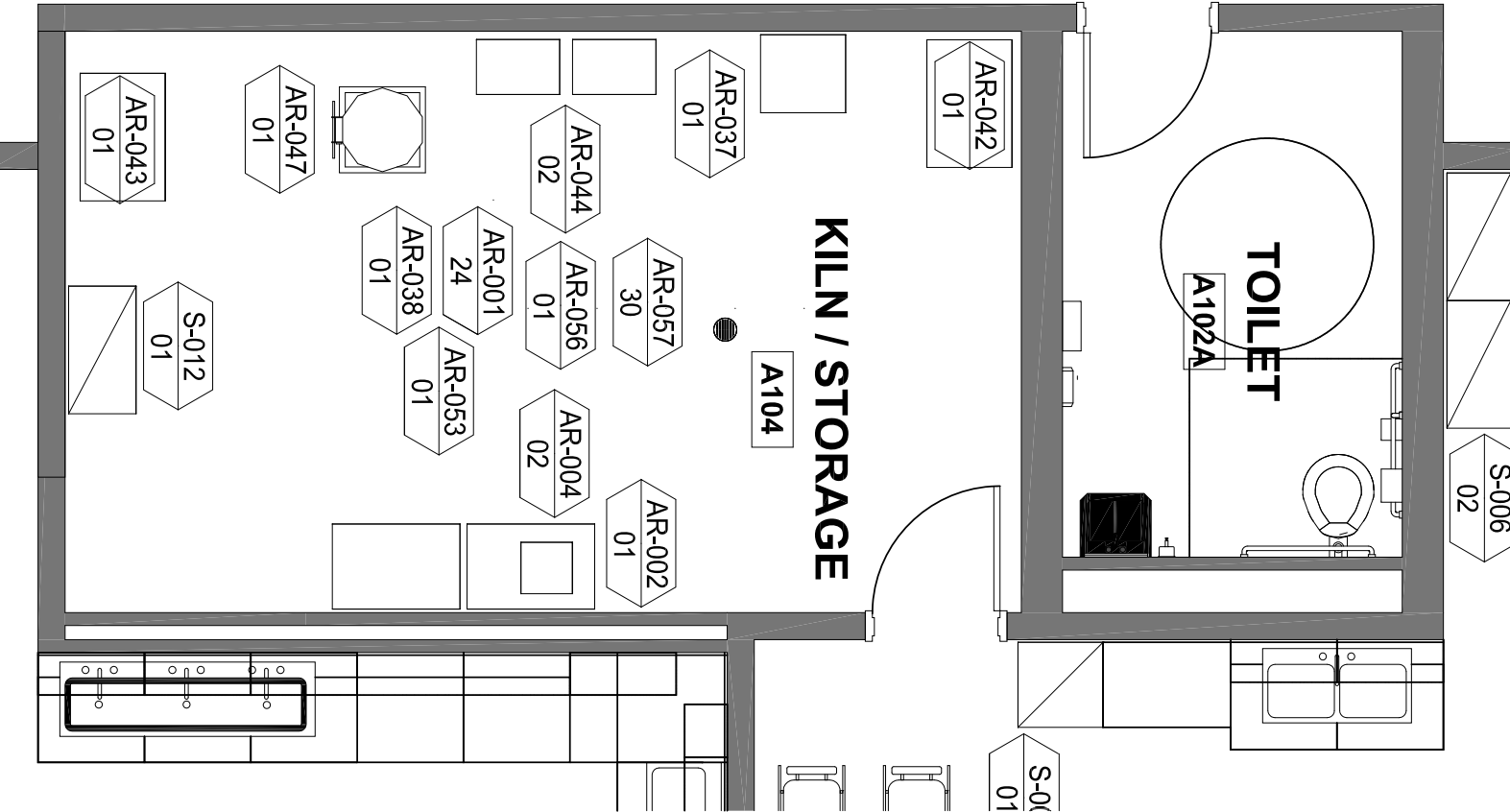
MALONEY HS FF&E - PHASE 3						
PROJECT TITLE: Francis T. Maloney High School			Project No. CT11040			
ROOM	ITEM #	QTY.	ITEM	MANUFACTURER	INELIGIBLE	ELIGIBLE
C105 PRACTICE / CONFERENCE						
	CH-002	01	Private Office Desk Chair			x
	CH-005	01	Guest Stacker			x
	D-004	01	Small Office Desk			x
	F-001	01	Five Drawer Vertical File			x
	S-004	01	Bookcase			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x
C106 CHORAL OFFICE						
	CH-002	01	Private Office Desk Chair			x
	CH-005	01	Guest Stacker			x
	D-004	01	Small Office Desk			x
	F-001	01	Five Drawer Vertical File			x
	S-004	01	Bookcase			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x
C108 PRACTICE						
			<i>No Furniture</i>			x
C109 PRACTICE						
			<i>No Furniture</i>			x
C110 PRACTICE						
			<i>No Furniture</i>			x
C111 PRACTICE						
			<i>No Furniture</i>			x
C112 STORAGE						
			<i>No Furniture</i>			x
C113 CORRIDOR						
			<i>No Furniture</i>			x
GROUND LEVEL - AREA E						

MALONEY HS FF&E - PHASE 3						
PROJECT TITLE:			Francis T. Maloney High School	Project No.	CT11040	
ROOM	ITEM #	QTY.	ITEM	MANUFACTURER	INELIGIBLE	ELIGIBLE
E105 PE STORAGE						
E118 CARDIO ROOM						
	GM-001	06	Premium Series Treadmill			x
	GM-002	06	Rowing Machine			x
	GM-003	04	Recumbent Bike			x
	GM-048	06	Elliptical			x
	GM-087	06	Stairmaster			x
	GM-090	04	Stationary Bike			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x
E119 WEIGHT ROOM						
	GM-007	03	Double Sided Safety Rack			x
	GM-009	01	Dumb Bell Set with Rack (Set of 20 Pair)			x
	GM-011	07	Combo Bench / Spotters			x
	GM-116	02	Link for Samson Racks			x
	GM-117	02	LAT Machine w/ Row Combo			x
	GM-118	02	Chest, Shoulder Incline Machine			x
	GM-119	02	Bilateral / Unilateral Hip Sled / Hack Squat			x
	GM-120	06	Workout Platform (With Custom Logo)			x
	GM-121	03	Glute / Ham Bench			x
	GM-122	03	Dip Attachment			x
	GM-123	01	Triple Tier Dumb Bell Rack (15 Pair)			x
	GM-124	06	Custom Dish Racks for Bumper Plates			x
	GM-125	01	4 Way Neck Machine			x
	WB-001	01	Wastebasket			x
	WB-002	01	Recycling Container			x
E129 FIRST AID / TRAINING						
	CH-002	01	Teacher Chair			x
	D-001	01	Teacher Desk			x

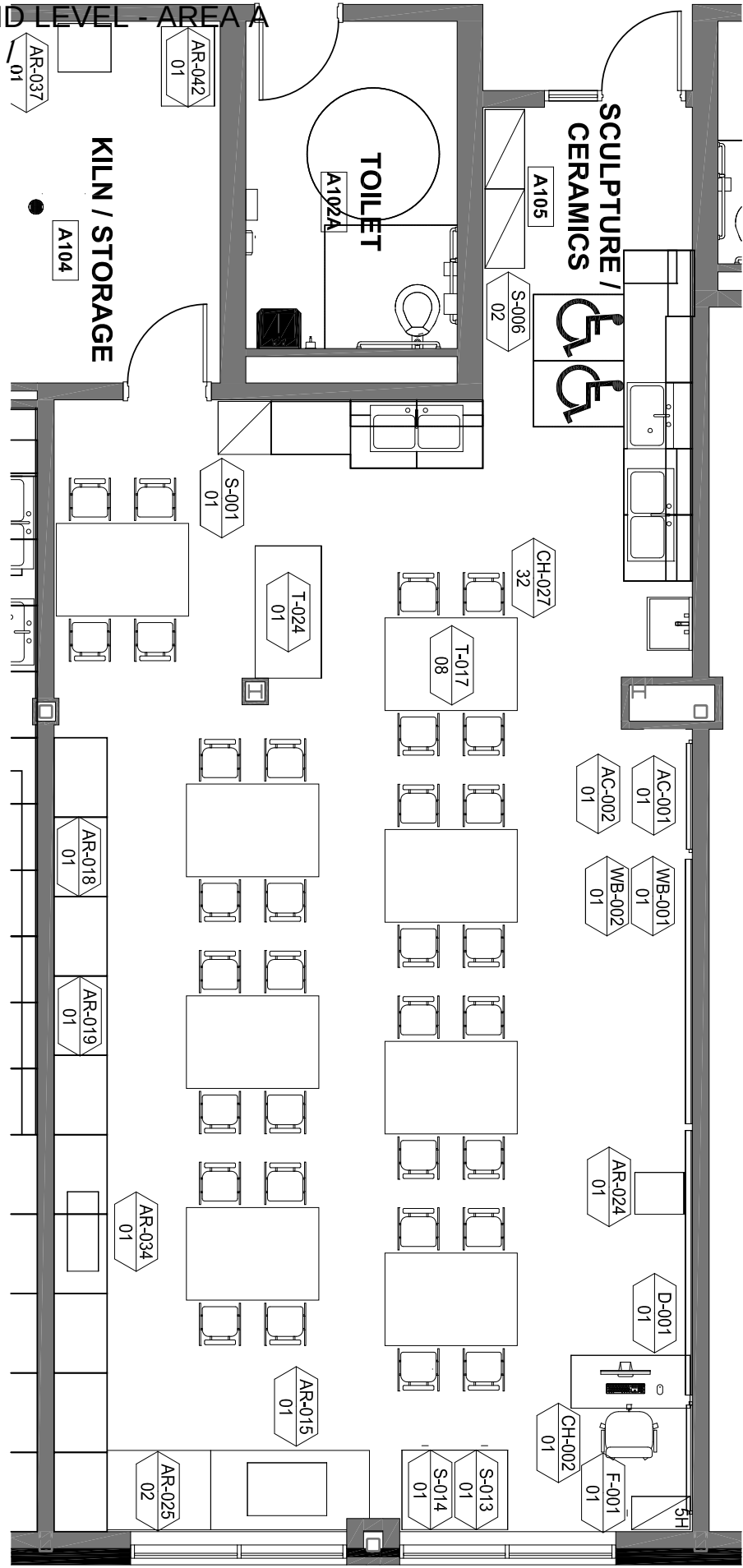
MALONEY HS FF&E - PHASE 3						
PROJECT TITLE:		Francis T. Maloney High School		Project No.	CT11040	
ROOM	ITEM #	QTY.	ITEM	MANUFACTURER	INELIGIBLE	ELIGIBLE
	GM-127	02	Taping Table			x
	WB-001	06	Wastebasket			x
	WB-002	06	Recycling Container			x

FLOOR PLANS

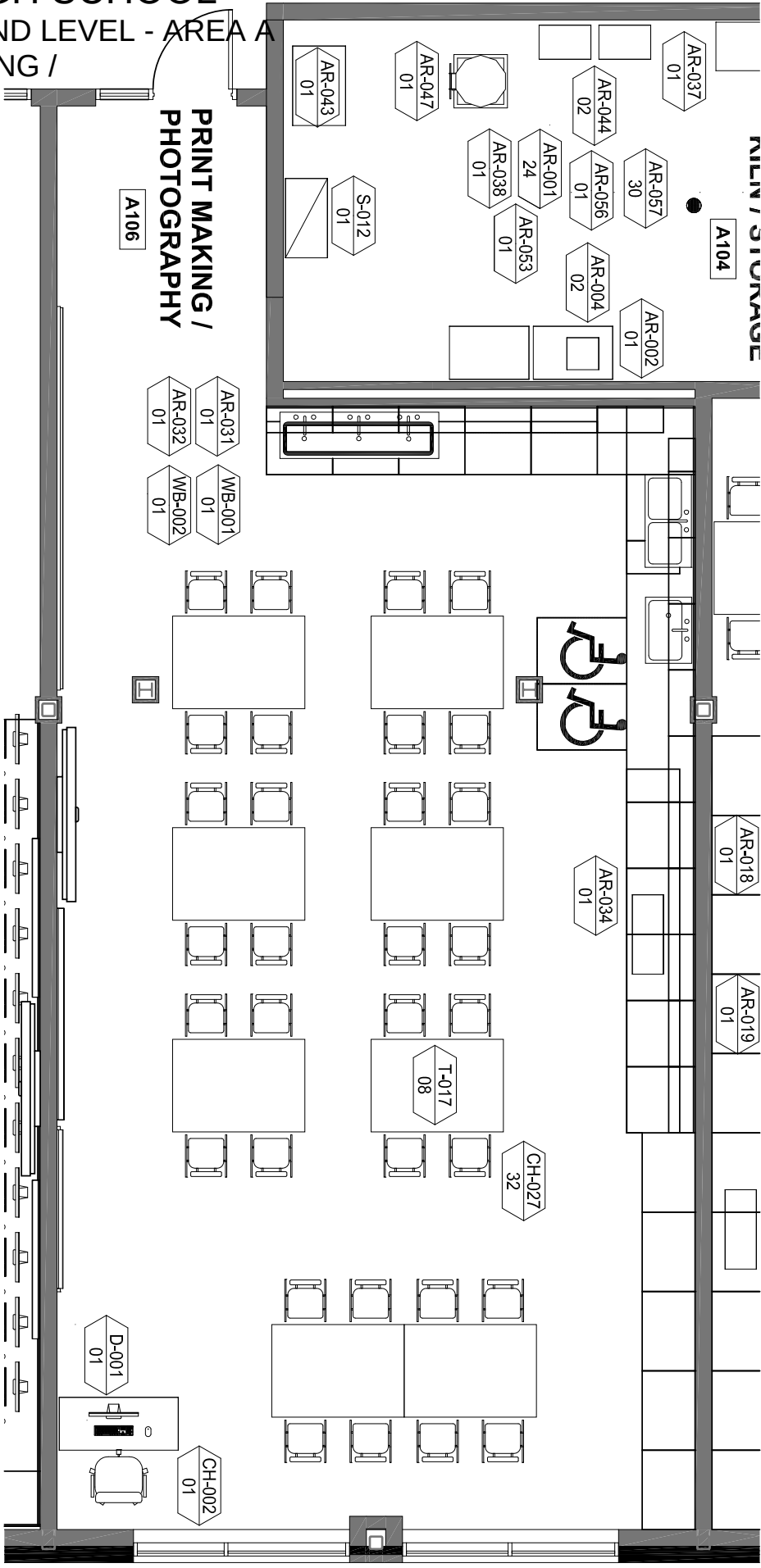
MALONEY HIGH SCHOOL
PHASE 3 - GROUND LEVEL - AREA A
A104 KILN / STORAGE



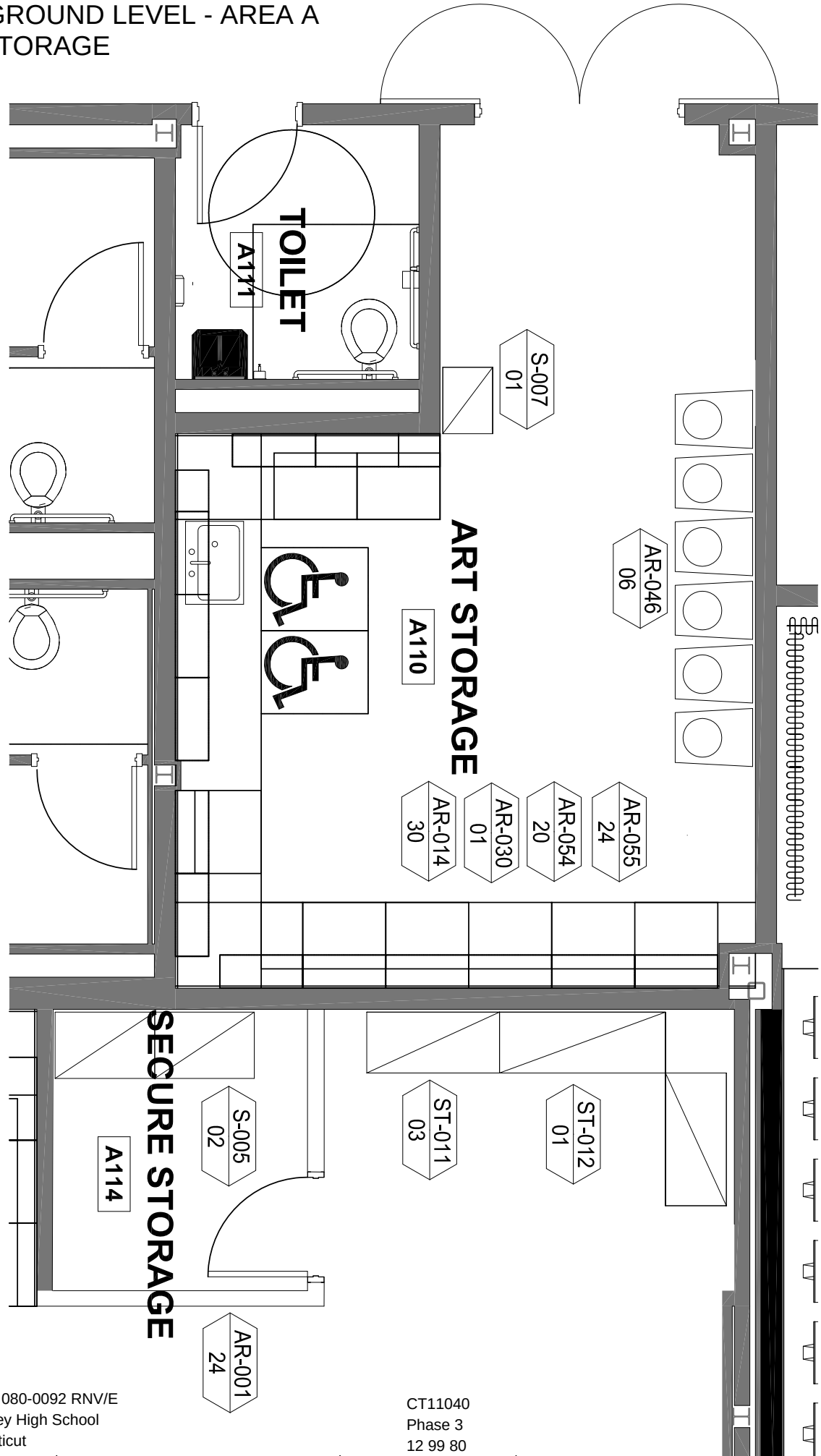
MALONEY HIGH SCHOOL
PHASE 3 - GROUND LEVEL - AREA A
A105 SCULPTURE
CERAMICS



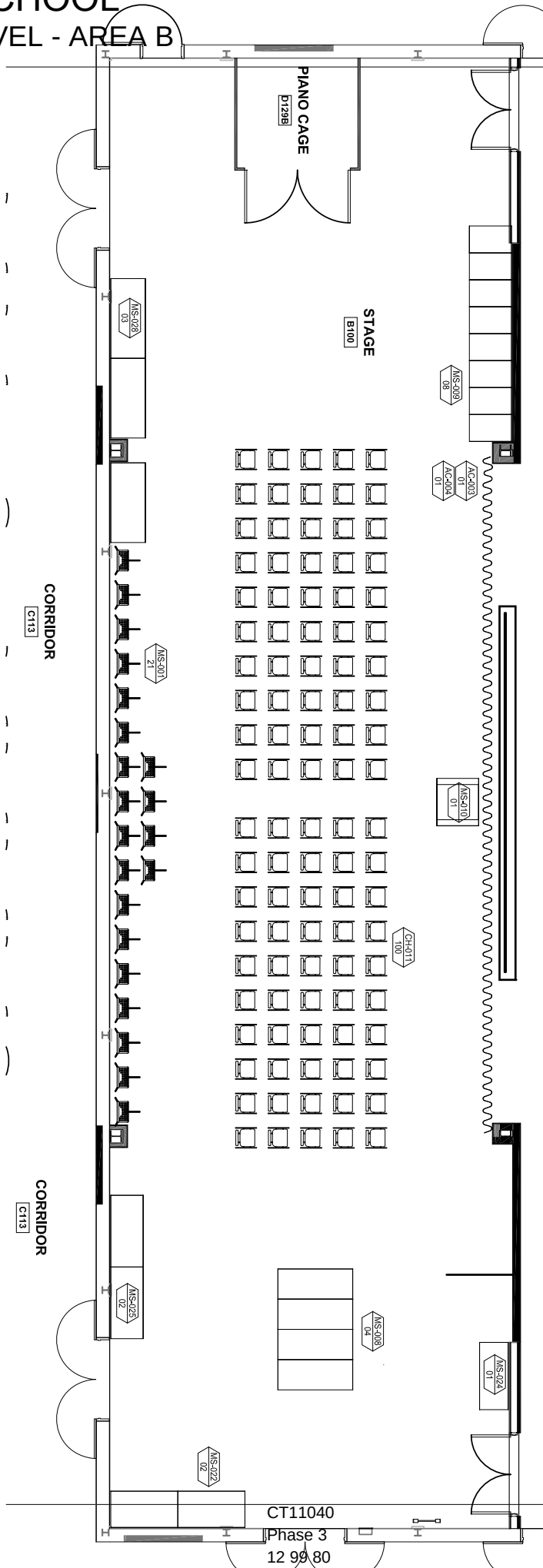
MALONEY HIGH SCHOOL
PHASE 3 - GROUND LEVEL - AREA A
A106 PRINT MAKING /
PHOTOGRAPHY



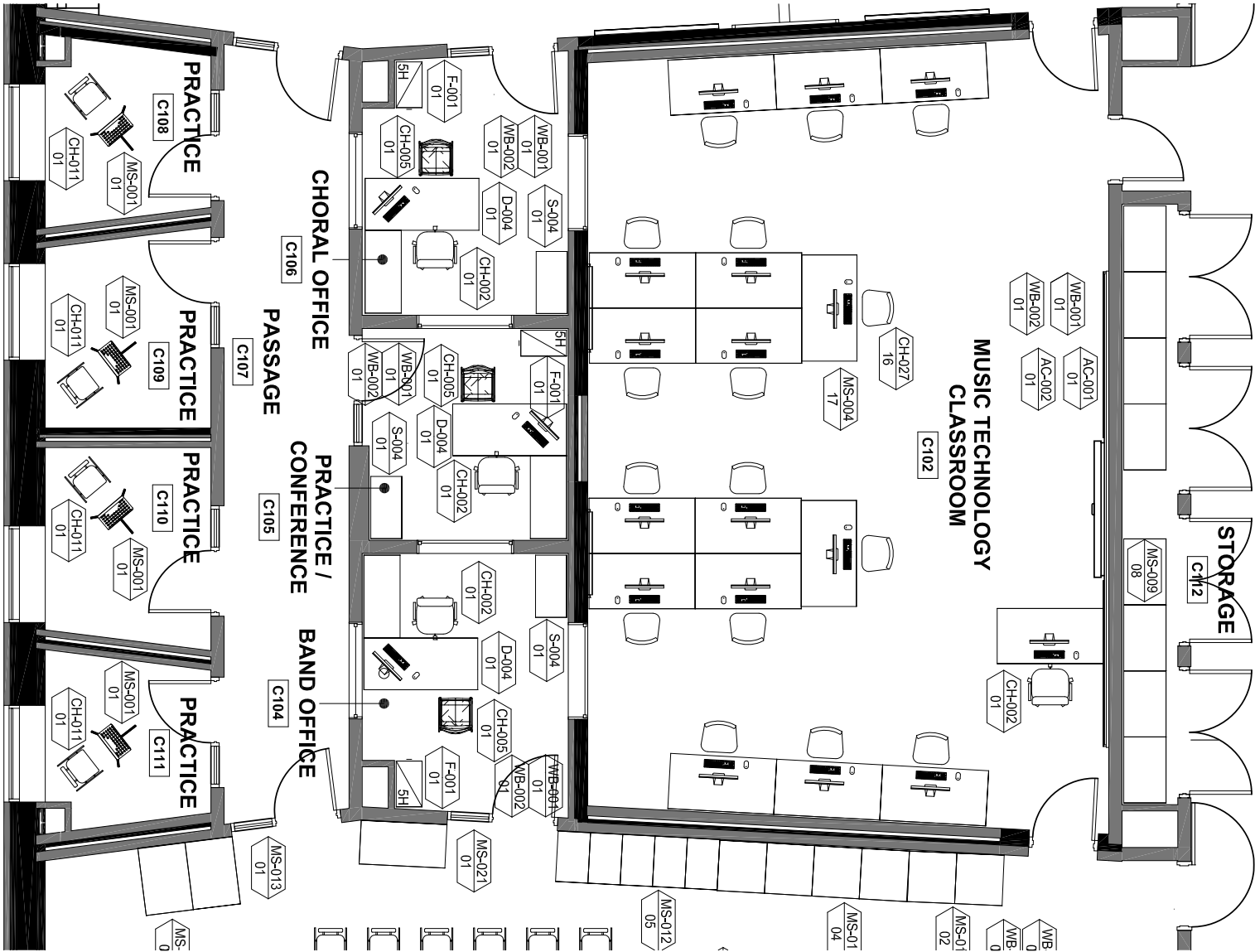
MALONEY HIGH SCHOOL
PHASE 3 - GROUND LEVEL - AREA A
A110 ART STORAGE



B100 STAGE



MALONEY HIGH SCHOOL
 PHASE 3 - GROUND LEVEL - AREA C
 C102 MUSIC TECHNOLOGY
 C104 BAND OFFICE
 C105 PRACTICE / CONFERENCE
 C106 CHORAL OFFICE



MALONEY HIGH SCHOOL
PHASE 3 - GROUND LEVEL - AREA C
C103 BAND

